



**Supplemental Lease Agreement (SLA)  
Number 5**

**Lease Number:** GS-03B-10308      **Date:** 16 June 2011

GSA Eastern Distribution Center      Pegasys Document Number  
1900 River Road      N/A  
Burlington, New Jersey 08016-2108

THIS AGREEMENT, made and entered into this date by and between 1900 River Road, LLC whose address is 30 Broad Street, 35<sup>th</sup> Floor, New York, NY 10004-2952.

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to restate Section 4.5 *Normal Hours* of the lease; incorporate lease language for after-hours non-MHE-related Building Maintenance Staff and establish the after-hours/overtime pay structure for such services; identify the method of reimbursable payments and; establish an end date for the after-hours/overtime pay structure, at the Government's leased space located at 1900 River Road, Burlington, New Jersey.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective June 13, 2011 as follows:

1. Section 4.5 *Normal Hours* of the Lease states the following: Services, utilities, and maintenance shall be provided daily, extending 7:00 a.m. to 5:00 p.m. except Saturdays, Sundays, and federal holidays. The Lessor shall have at least one representative available on the premises daily, except Saturdays, Sundays, and Federal holidays, during the hours of 7:00 a.m. to 5:00 p.m. to perform services which are the responsibility of the Lessor and to promptly correct any deficiencies or take any other necessary action.
2. The Lessor and Government hereby agree to the following: should the Government require and authorize after-hours non-MHE-related Building Maintenance Staff, the overtime rate per hour, per person, for eight (8) to twelve (12) overtime man-hours worked from Monday-Sunday, will be billed at 1.5 times the regular (base) hourly pay rate of \$53.71 (calculated as: \$53.71 times 1.5 equaling \$80.57 per OT hour).

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.



SAS Managing Director  
(Title)

15601 Dallas Parkway #600  
Addison, TX 75001  
(Address)

United States Of America, General Services Administration, Public Buildings Service.



Contracting Officer  
(Title)

SCANNED

*JD*

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Should overtime hours worked exceed twelve (12) on any day (Monday-Sunday), the overtime rate per hour will be billed at 2.0 times the regular hourly pay rate of \$53.71 (calculated as: \$53.71 times 2 equaling \$107.42 per OT hour). Federal Holidays will be billed at 2.5 times the regular (base) hourly pay rate of \$53.71 (calculated as: \$53.71 times 2.5 equaling \$134.28 per OT hour).

3. The method of reimbursable payments from the Government to Lessor, for Government requested and authorized overtime man-hours, shall be made via credit card purchase by GSA's Federal Acquisition Service (FAS). Authorization to the Lessor for overtime (OT) services shall be in writing (email, letter or other method) from either Mr. William Barisa or other authorized FAS representative. The Lessor will charge for the requested and authorized overtime man-hours worked on a weekly basis. Lessor invoicing for FAS payment remittance will be done at the local level (Burlington, New Jersey).
4. The end date of the above-established after-hours/overtime pay structure shall be December 13, 2011, because the regular (base) hourly pay rate does not account for potential inflationary adjustments after December 13, 2011.

SLA #5 to Lease #GS-03B-10308

Form 276

**SCANNED**