

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-01B-04669
LEASE AMENDMENT	
ADDRESS OF PREMISES 95 ASHLEY AVENUE, WEST SPRINGFIELD, MASSACHUSETTS 01089-1323	PDN Number: n/a

THIS AMENDMENT is made and entered into between

Ashley Associates, LLC

whose address is: c/o Century Investment Company
73 State Street
Springfield, MA 01103

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 establish the Tenant Improvement Allowance and to issue Notice to Proceed with the Tenant Improvements.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective March 26, 2013 as follows:


- A. The Tenant Improvement Allowance noted in Paragraph 1.07 of the Lease shall change from \$230,571.44, (\$43.76 per ABOA SF) to \$280,000.00.
- B. The Lessor shall provide all the materials, labor, and services required to provide the completion of the Tenant Improvements depicted and according to the Final Construction Drawings.

The Lessor remains responsible for the accuracy of the Construction Drawings as stated in Lease Section 4, Design, Construction, and Post Award Activities. This Lease Amendment does not release the Lessor for liability for accuracy of the Construction Drawings when compared to the GSA approved Design Intent Drawings.

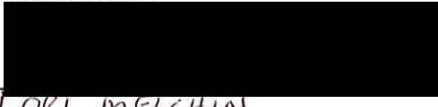
This Lease Amendment contains 2 pages.

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 below date.


FOR THE LESSOR:

Signature: 
Name: ANDREW M. COHEN
Title: OWNER
Entity Name: ASHLEY ASSOCIATES
Date: 4/8/13

FOR THE GOVERNMENT:

Signature: 
Name: LOPI MELCHIN
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 4-9-13

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: ROBERT DASHEVSKY
Title: PROPERTY MGR
Date: 4/8/13

- C. Upon full execution and delivery of this Lease Amendment (LA) the Lessor can consider this as a Notice to Proceed with the construction of the Tenant Improvements. The anticipated date of the completion of the Tenant Improvements and acceptance by the Government is on or before 65 working days from the date of full execution and delivery of this LA.
- D. The Government shall pay the Lessor for the total cost of the Tenant Improvements as follows:

The Government and the Lessor have agreed that the total cost of the Tenant Improvements is **\$243,212.27**. The Tenant Improvement cost includes all of the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the Tenant Improvements by the anticipated date of completion.

Any changes of the Construction Drawings which result in a financial change to the Lease agreement, of any type, must be approved, in writing, by the GSA Contracting Officer.

Up to \$280,000.00 of the Tenant Improvement cost shall be amortized over the first five (5) year firm term of the lease agreement at an interest rate of five percent (5.0%) paid monthly in arrears.

Upon the completion of the Tenant Improvements and the acceptance thereof by the Government, the rent commencement date and the rent schedule, (including the Shell Rent, Operating Costs, amortized Tenant Improvement cost, and amortized Security cost), and any changes to the Broker commission and commission credit shall be established by a subsequent Lease Amendment.

E. CONSTRUCTION OF TENANT IMPROVEMENTS:

The Lessor shall construct all Tenant Improvements in accordance with 1) the Government reviewed working/construction drawings, and this NTP and all terms and conditions of the Lease. The Lessor shall complete Tenant Improvements within 65 working days. The Lessor shall furnish a detailed construction schedule (such as Critical Path Method) to the Government within 5 days of issuance of the notice to proceed. Such schedule shall also indicate the date available for the Government contractors to inspect telephone/data lines or equipment. The Government reserves the right to access any space within the building during the conduct of interior construction for the purposes of performing inspections or for installing Government-furnished equipment. The Government shall coordinate with the Lessor the activity of Government contractors in order to minimize conflicts with, and disruption to, other contractors on site. Access shall not be denied to authorized Government officials including, but not limited to, Government contractors, subcontractors, or consultants acting on behalf of the Government with regard to this project.

INITIALS: ac LESSOR & LM GOVT