

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>	LEASE AMENDMENT No. 1
	TO LEASE NO. <b>GS-01P-LVT04933</b>
<b>LEASE AMENDMENT</b>	
ADDRESS OF PREMISES <b>Colchester Research Building 105 West View Road, Suite 300 Colchester, Vermont</b>	PDN Number: <b>TBD</b>  Building Number: <b>VT8146</b>

**THIS AMENDMENT** is made and entered into between **Acabay, Inc**

whose address is: **200 Weeks Hill Meadows  
Stowe, VT 05672-5244**

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 Issue the Notice To Proceed and establish the costs for 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 **January 6, 2014** as follows:

- A. TO CHANGE LEASE NUMBER FROM "LVT04933" TO "GS-01P-LVT04933"
- B. THIS LEASE AMENDMENT (LA) FORMALLY AND OFFICIALLY ISSUES THE NOTICE TO PROCEED FOR THE ALTERATIONS TO SUITE 300, 105 WEST VIEW ROAD, COLCHESTER, VERMONT AND RELATED SPACE FOR THE [REDACTED] UNDER LEASE CONTRACT GS-01P-LVT04933 AND RWA N0514567

THE TOTAL AMOUNT OF ALTERATIONS IS \$570,562.00 OF WHICH \$464,257.00 IS TI AND \$106,305.00 IS BSAC. THE COST BREAKDOWN IS AS FOLLOWS:

	TI	BSAC	TOTAL
TOTAL SUBCONTRACTORS BIDS	\$ 271,093.00	\$ 64,790.00	\$ 335,883.00
THE GENERAL CONDITIONS FEE	\$ 22,831.00	\$ 3,808.00	\$ 26,639.00
THE GENERAL CONTRACTOR FEE	\$ 67,351.00	\$ 13,795.00	\$ 81,146.00
ARCHITECT/ENGINEER FEE	\$ 52,215.00	\$ 12,124.00	\$ 64,339.00

This Lease Amendment contains 2 pages.

All other terms of the Lease shall remain in force and effect.  
IN WITNESS WHEREOF, the parties have hereunto set their hands and names as of the below date.

FOR THE

FOR THE GOVERNMENT:

Signature: [REDACTED]  
Name: [REDACTED]  
Title: [REDACTED]  
Entity Name: Acabay  
Date: Jan 08, 2014

Signature: [REDACTED]  
Name: [REDACTED]  
Title: [REDACTED]  
GSA, Public Buildings Service, \_\_\_\_\_  
Date: JAN 10 2014

WITNESSED FOR THE LESSOR BY:

Signature: [REDACTED]  
Name: [REDACTED]  
Title: [REDACTED]  
Date: 8 JAN 2014

LESSOR'S PROJECT MANAGEMENT FEE	\$ 50,767.00	\$ 11,788.00	\$ 62,555.00
TOTAL COSTS	\$ 464,257.00	\$ 106,305.00	\$ 570,562.00

THIS LEASE CONTAINS A TENANT IMPROVEMENT ALLOWANCE OF \$49.12 PER ABOASF (USF) (\$49.12 x 5010 USF) WHICH EQUATES TO \$246,091.20 AT THE RATE OF 6% INTEREST. THE TOTAL TI COST IS \$464,257.00. OF THIS AMOUNT THE GOVERNMENT INTENDS TO REIMBURSE THE LESSOR IN INCREMENTAL PAYMENTS WHOSE TOTAL AMOUNT IS NOT TO EXCEED \$246,091.20, UPON RECEIPT OF INCREMENTAL INVOICES AFTER COMPLETION, INSPECTION, AND ACCEPTANCE OF THE SPACE BY THE GSA LEASE CONTRACTING OFFICER.

THE PARTIAL BUY-DOWN OF THE TENANT IMPROVEMENT ALLOWANCE OVERAGE IN THE AMOUNT OF \$218,165.80 WILL BE FUNDED BY THE FOLLOWING REIMBURSABLE WORK AUTHORIZATION (HEREIN REFERRED TO AS "RWA"):

RWA N0514567 - \$218,165.80

THIS LEASE CONTAINS A BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) OF \$25.00 PER ABOASF (USF) (\$25.00 X 5010 USF) WHICH EQUATES TO \$125,250.00 AT THE RATE OF 6% INTEREST. THE TOTAL BSAC COST IS \$106,305.00. OF THIS AMOUNT THE GOVERNMENT INTENDS TO REIMBURSE THE LESSOR IN INCREMENTAL PAYMENTS WHOSE TOTAL AMOUNT IS NOT TO EXCEED \$106,305.00, UPON RECEIPT OF INCREMENTAL INVOICES AFTER COMPLETION, INSPECTION, AND ACCEPTANCE OF THE SPACE BY THE GSA LEASE CONTRACTING OFFICER.

- C. THE LESSOR SHALL FURNISH ALL LABOR, MATERIALS, TOOLS, EQUIPMENT, SERVICES, AND ASSOCIATED WORK TO PERFORM TENANT IMPROVEMENTS IN ACCORDANCE WITH THE STANDARDS SET FORTH IN THE LEASE. THE FINAL 100% CONSTRUCTION DOCUMENTS DATED SEPTEMBER 6, 2013 AND HEREIN IDENTIFIED AS GSA 3<sup>RD</sup> FLOOR – COLCHESTER, VERMONT ENV 236-13-02.

THIS LA#1 INCLUDES THE FOLLOWING DOCUMENT ATTACHED HERETO AND INCORPORATED INTO THE LEASE CONTRACT:

- 1. TICS TABLE PROVIDED BY ACABAY, INC, DATED DECEMBER 11, 2013.
- D. UPON FINAL EXECUTION OF THIS LA#1, THE LESSOR SHALL DEVELOP A CONSTRUCTION SCHEDULE. THE CONSTRUCTION SCHEDULE SHALL BE REVIEWED AND APPROVED BY THE GOVERNMENT. PROGRESS MEETING MINUTES SHALL BE ISSUED AS APPLICABLE.
- E. ALL WORK SHALL BE SUBSTANTIALLY COMPLETED BY THE LESSOR NO LATER THAN JUNE 25, 2014 (120 WORKING DAYS FROM JANUARY 6, 2014)  
FINAL COMPLETION OF MINOR PUNCH LIST ITEMS SHALL BE FIFTEEN (15) CALENDAR DAYS OF THE DATE OF SUBSTANTIAL COMPLETION.
- F. UPON SUBSTANTIAL COMPLETION OF THE WORK, THE LESSOR SHALL NOTIFY MARK SHINTO, LEASE CONTRACTING OFFICE, AT (617) 565-6507 TO ARRANGE FOR AN INSPECTION AND ACCEPTANCE OF THE TENANT IMPROVEMENTS. SAID INSPECTION AND ACCEPTANCE OF SUCH WORK SHALL OCCUR WHEN THE AGENCY'S SECURITY CERTIFICATION AUTHORITIES ARE AVAILABLE BUT NO LATER THAN TWENTY (20) DAYS OF THE LESSOR'S NOTIFICATION. FOLLOWING THE SAME, RENT SHALL COMMENCE ON THE DATE OF THE ACCEPTANCE OF SUBSTANTIAL COMPLETION BY THE GOVERNMENT, AND A CERTIFICATE OF OCCUPANCY BY THE LESSOR.
- G. A FUTURE LEASE AMENDMENT WILL RECONCILE THE TENANT IMPROVEMENT COSTS AND BUILDING SPECIFIC AMORTIZED CAPITAL COSTS AT FINAL INVOICE AND THE TI RENT AND BSAC RENT SHALL BE ADJUSTED TO REFLECT THE FINAL TI AND BSAC COSTS FOR THIS APPROVED SCOPE OF WORK.

ALL OTHER TERMS AND CONDITIONS OF THE LEASE WILL REMAIN IN FORCE AND EFFECT.

INITIALS: CSM & MS  
LESSOR & GOVT