

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 5
	TO LEASE NO. <b>GS-01P-LVT04933</b>
<b>ADDRESS OF PREMISES</b> <b>Colchester Research Building</b> <b>105 West View Road, Suite 300</b> <b>Colchester, Vermont</b>	PDN Number: <b>PS0029195</b>  <b>Building Number: 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 reconcile TI budget, incorporate Change Orders into the Lease, adjust Rentable Square Feet (RSF), adjust Common area factor, and adjust the percent occupancy.**

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 **June 3, 2014** as follows:

**1. CHANGE ORDER APPROVAL**

The Government hereby formally approves for payment the following Change Orders 6, 24-26, and 29 for a total value of \$13,171.05. The Change Orders are included in the following table.

This Lease Amendment contains 5 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



Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Entity Name: ACABAY INC  
 Date: 09/16/14

FOR THE GOVERNMENT:



Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
 Date: OCT 03 2014



Lessor CO #	GSA CO #	Description	Approved Value	Approval LA#	Comment
1	1			LA# 2	
2	2			LA# 2	
3	3			LA# 2	
4	4			LA# 2	Credit not provided in LA#2 but added in LA# 5
5	5			LA# 2	
6		Modification of Sprinklers		LA# 5	
7			VOIDED		
8			VOIDED		
9			VOIDED		
10			VOIDED		
11			VOIDED		
12			VOIDED		
13			VOIDED		
14			VOIDED		
15	6	New Transformer & 120/208V Panel TPL3b		LA# 3	
16	7			LA# 3	
17	8 & 17	Secure room electrical changes		LA# 3 and LA# 4	Credit in LA# 5 to offset billing from LA# 2. Amortized into BSAC
18	9			LA# 3	
19	10			LA# 3	
20	11			LA# 3	
21	12			LA# 3	
22	13			LA# 3	
23	23	Secure room Fire Alarm change		LA# 4	Amortized into BSAC
24	24	Window Mullion/Wall Assembly		LA# 5	
25	25	MDF partition wall in lieu of sheetrock near J3 column		LA# 5	
26	26	Controls for mechanical		LA# 5	
27	27	Modify TI HVAC controls to meet Agency Security Needs		LA# 4	Amortized into BSAC
28	28	Cardboard disposal		LA# 5	Cost voided by Lessor
29	29	Signage		LA# 5	
30	30	Correction to flooring and ABAAS compliance at kitchenette	REJECTED	LA# 5	Cost to meet drawings and ABAAS is a Lessor responsibility
<b>OVERALL TOTAL VALUE</b>			<b>\$87,129.09</b>		CO1-30
<b>APPROVED VALUE LA# 5</b>			<b>\$13,171.05</b>		CO6, 24-26, 28-30
<b>CREDITS LA# 5</b>			<b>\$9,624.35</b>		CO4, 17, \$675 from 21
<b>INVOICE AMOUNT LA# 5</b>			<b>\$2,871.70</b>		\$13,171.05- \$10,299.40

The Tenant Improvement budget approved in LA# 1 was \$570,562.00. With the above approved change orders of \$87,130.09 in LA# 2, 3, 4, and 5, the final TI budget is now \$657,692.09. Of this amount, \$246,091.20 is amortized for Tenant Improvements at the rate of six (6) percent (%) interest and \$118,043.05 is amortized at six (6) percent (%) interest over the ten (10) years firm term lease. This leaves \$293,556.84 (\$657,692.09 - \$118,043.05 - \$246,091.20) remaining total for lump sum distribution.

INITIALS:  &   
 LESSOR & GOV'T

**2. Change Order Corrections**

In Lease Amendment (LA) Two (2), Change Order #4 for a credit of [REDACTED] was not deducted from the total value of change orders. The value of [REDACTED] was approved however the total for Change Orders 1-5 was [REDACTED]. Hence [REDACTED] was deducted from the Approved Value of LA# 5 to avoid overpayment.

In LA# 3, Change Order #8 was approved for invoicing. However, GSA CO#8 is actually Lessor Change Order #17. CO #17 was also approved for BSAC amortization in LA #4. As LA# 3 invoicing has commenced, the value of [REDACTED] is deducted from the Approved Value of LA #5 to avoid overpayment.

In LA#3, Change Order #12 (Lessor Change Order 21) was approved at [REDACTED]. The Lessor later revised CO# 21 to [REDACTED]. Hence the difference of [REDACTED] is hereby reduced from the Approved Value of LA#5 to avoid overpayment.

**3. INVOICING INSTRUCTIONS**

Pursuant to the above chart, the final total approved value for LA# 5 is [REDACTED]. The Lessor is hereby ordered to submit the invoice in the amount of [REDACTED].

The remaining value of \$293,556.84 is the buy-down of the TI Overage funded by the following Reimbursable Work Authorization (RWA). Previous LAs approved the amounts below for invoicing.

LA# 1 - [REDACTED]  
 LA# 2 - [REDACTED]  
 LA# 3 - [REDACTED]  
 LA# 4 - [REDACTED]  
 LA# 5 - [REDACTED]  
 Total - \$293,556.84

RWA N0514567 - \$293,556.84

The Original invoice must be submitted directly to the GSA Finance Office at the following address:

General Services Administration  
 FTS and PBS Payment Division (7BCP)  
 P.O. Box 17181  
 Fort Worth, Texas 76102-0181

A copy of the invoice must be provided to the Lease Contracting Officer at the following address:

General Services Administration  
 Attn: Lease Contracting Officer-Mark Shinto  
 10 Causeway Street, Room 1010  
 Boston, MA 02222

A proper invoice must include the following:

- Invoice Date
- Name of the Lessor as shown on the Lease
- Lease Contract Number, building address, and a description, price and quantity of the items delivered
- GSA PDN# PS0029195

If the invoice is not submitted on company letterhead, the person(s) with whom the lease contract is made must sign it.

INITIALS: [Signature] LESSOR & [Signature] GOV'T

**4. CHANGE IN COMMON AREA FACTOR**

Upon completion, the final building yielded a different Common Area Factor (CAF) than provided in the Lease. The Government has hereby approved said change and the following Lease paragraphs are altered to incorporate the change in CAF from the old 15% to a new 23%

**5. Paragraph 1.01 THE PREMISES (JUN 2012) is hereby deleted in its entirety and replaced with the following**

The Premises as described as follows:

- A. Office and Related Space: **6,162** rentable square feet (RSF), yielding **5,010** ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the **3<sup>rd</sup>** floor and known as Suite **300**, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit B.
- B. Common Area Factor: The Common Area Factor (CAF) is established at **23** percent. This factor, which represents the conversion from ABOA to RSF, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

**6. Paragraph 1.03.A RENT AND OTHER CONSIDERATION (SEP 2012) is hereby deleted and replaced with the following**

- A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	<b>Firm Term: 6/3/14 – 6/2/24</b>
	<b>ANNUAL RENT</b>
SHELL RENT <sup>1</sup>	\$149,956.94
TENANT IMPROVEMENT RENT <sup>2</sup>	\$32,782.70
OPERATING COSTS <sup>3</sup>	\$37,953.61
BUILDING SPECIFIC AMORTIZED CAPITAL <sup>4, 5</sup>	\$15,726.24
<b>TOTAL ANNUAL RENT</b>	<b>\$236,419.49</b>

<sup>1</sup> Shell rent (Firm Term) calculation: \$24.34 per RSF multiplied by 6,162 RSF

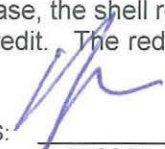
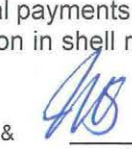
<sup>2</sup> The Tenant Improvement Allowance of \$246,070.91 is amortized at a rate of 6 percent per annum over 10 years

<sup>3</sup> Operating Costs rent calculation: \$6.1593 per RSF multiplied by 6,162 RSF

<sup>4</sup> Building Specific Amortized Capital (BSAC) of \$118,043.05 actual expenditures is amortized at a rate of 6 percent per annum over 10 years.

**7. Paragraph 1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012) is hereby deleted in its entirety and replaced with the following**

- A. CBRE, INC (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [REDACTED] and is earned upon Lease Execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission will be payable to CBRE, INC. with the remaining [REDACTED], which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.
- B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture this Commission Credit. The reduction in shell rent shall

INITIALS:  &   
 LESSOR & GOV'T

commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment \$19,701.62 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1<sup>st</sup> Month's Rent,

Month 2 Rental Payment \$19,701.62 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2<sup>nd</sup> Month's Rent,

Month 3 Rental Payment \$19,701.62 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3<sup>rd</sup> Month's Rent,

Month 4 Rental Payment \$19,701.62 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 4<sup>th</sup> Month's Rent,

Month 5 Rental Payment \$19,701.62 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 5<sup>th</sup> Month's Rent.

**8. Paragraph 1.13 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012) is hereby deleted in its entirety and replaced with the following**



As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is **8.95%**. The Percentage of Occupancy is derived by dividing the total Government Space of 6,162 RSF by the total Building Space of 68,819 RSF.

**9. Paragraph 1.15 OPERATING COST BASE (AUG 2011) is hereby deleted in its entirety and replaced with the following:**

The parties agree that for the purpose of applying the paragraph titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$6.1593 per RSF (\$37,953.61/annum)

End of Lease Amendment #5

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

INITIALS:  LESSOR &  GOV'T