

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-01P-LVT04933
LEASE AMENDMENT	
ADDRESS OF PREMISES Colchester Research Building 105 West View Road, Suite 300 Colchester, Vermont	PDN Number: <i>PS0029195</i> Building Number: VT8146

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 Order Change Order #6 through 13.**

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 **February 20, 2014** as follows:

- A. In a separate correspondence dated December 11, 2013, the Government issued a Notice To Proceed for Tenant Improvements in an amount not to exceed \$570,562. Lease Amendment #2 increased the Tenant Improvements by the amount of \$6,863.93 and brought the total cost to \$576,908.43. Change Order #6 for a New Transformer & 120/208V Panel in the amount of [REDACTED]; Change Order #7 HVAC Changes to Room 6 in the amount of [REDACTED]; Change Order #8 Electrical changes to Room 14 in the amount of [REDACTED]; Change Order #9 Mechanical changes to Room 12 and 13 in the amount of [REDACTED]; Change Order #10 Mechanical Changes to Room 6 in the amount of [REDACTED]; Change Order #11 Mechanical Changes to Room 14 and 18 in the amount of [REDACTED]; Change Order #12 Redesign Fees in the amount of [REDACTED]; Change order #13 Architectural Change for door swing 22.1 in the amount of [REDACTED] increases the total cost of TI by \$65,655.41 for a total cost of \$642,563.84.

The partial buy-down of the TI Allowance Overage in Lease Amendment #2, Subparagraph A, is hereby increased from \$225,029.73 by \$65,655.41 to a new total of \$290,685.14 and will be funded by the following Reimbursable Work Authorization (herein referred to as "RWA"):

RWA N0514567 - \$290,685.14

A properly executed original invoice shall be forwarded to:

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: [REDACTED]
 Name: [REDACTED]
 Title: [REDACTED]
 Entity Name: ACABAY INC
 Date: JUNE 19 2014

FOR THE GOVERNMENT

Signature: [REDACTED]
 Name: [REDACTED]
 Title: [REDACTED]
 GSA, [REDACTED]
 Date: JUL 02 2014

WITNESSES

Signature: [REDACTED]
 Name: Mark Streub
 Title: Project Manager
 Date: 06-19-14

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: Mark Shinto
10 Causeway Street, Room 1010
Boston, MA 02222

For an Invoice to be considered proper, it must:

1. Be received after the execution of the Lease Amendment and included in the final Invoice
2. Reference the Pegasys Document Number (PDN) PS0029195
3. Include a unique, vendor supplied, invoice number.
4. Indicate the exact payment amount requested, and
5. Specify the payee's name and address. Payee's name and address must EXACTLY match the Lessor's name and address listed above.

End of Lease Amendment #3

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

INITIALS:

FJM

LESSOR

&

MS

GOVT