

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 4
	TO LEASE NO. GS-01P-LVT04933
ADDRESS OF PREMISES Colchester Research Building 105 West View Road, Suite 300 Colchester, Vermont	PDN Number: 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 provide beneficial occupancy to commence rent and approve change orders 17, 23 and 27.**

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. LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning on June 3, 2014 through June 2, 2024 for ten (10) years, ten (10) years firm subject to termination and renewal rights as may be hereinafter set forth.

2. CHANGE ORDER APPROVAL – 17, 23, and 27

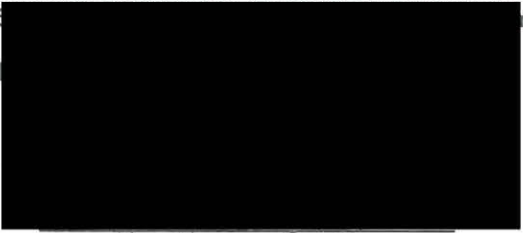
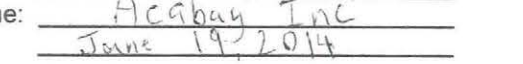

The Government hereby formally approves for payment the following Change Orders 17, 23, and 27 for a total value of \$11,738.05. These change orders are considered Building Specific Amortized Capital (BSAC) expenditures. Pursuant to Lease Amendment (LA) #1, \$106,325.00 was approved for BSAC expenditures. The new BSAC total expenditure is now \$118,043.05 (\$106,325.00 + \$11,738.05) to be amortized into the rent at six (6%) percent over ten (10) years firm term lease.

This Lease Amendment contains 3 pages.

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

IN WITNESS WHEREOF, the parties have signed their names as of the below date.

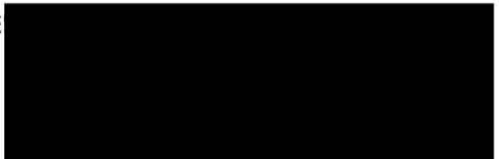
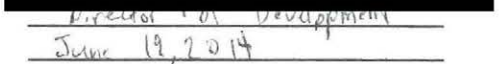
FOR THE LESSOR

Signature: 
Name: 
Title: 
Entity Name: Acabay Inc
Date: June 19, 2014

FOR THE GOVERNMENT

Signature: 
Name: 
Title: 
GSA, Public Buildings Service,
Date: JUL 02 2014

WITNESSES

Signature: 
Name: 
Title: Director of Development
Date: June 19, 2014

Change Order #	Description	Approved Value
17	Secure room electrical changes	[REDACTED]
23	Secure room Fire Alarm change	[REDACTED]
27	Modify TI HVAC controls to meet Agency Security Needs	[REDACTED]
TOTAL VALUE		\$11,738.05

Other change orders have been approved in LA #2 and LA #3.

3. 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:

	FIRM TERM
	ANNUAL RENT
SHELL RENT ¹	\$140,220.94
TENANT IMPROVEMENT RENT ²	\$32,782.70
OPERATING COSTS ³	\$35,489.94
BUILDING SPECIFIC AMORTIZED CAPITAL ^{4,5}	\$15,726.24
TOTAL ANNUAL RENT	\$224,219.82

¹ Shell rent (Firm Term) calculation: \$24.34 per RSF multiplied by 5,762 RSF

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

³ Operating Costs rent calculation: \$6.1593 per RSF multiplied by 5,762 RSF

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

4. Paragraph 1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012) is hereby restated

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

Month 1 Rental Payment \$18,684.89 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent,

Month 2 Rental Payment \$18,684.89 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent,

INITIALS: FJM & [Signature]
LESSOR GOVT

Month 3 Rental Payment \$18,684.89 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3rd Month's Rent,

Month 4 Rental Payment \$18,684.89 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 4th Month's Rent,

Month 5 Rental Payment \$18,684.89 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 5th Month's Rent.

5. Paragraph 1.05 TERMINATION RIGHTS (AUG 2011) is hereby deleted and replaced with the following:

The Government may terminate this Lease, in whole or in part, any time effective after June 2, 2024, by providing not less than 180 (one hundred eighty) days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

6. Tenant Improvement Allowance Overage

In Lease Amendment #1, Paragraph B, the partial buy-down of the Tenant Improvement Allowance overage is ordered in the amount of \$218,165.80 will be funded by the following Reimbursable Work Authorization (herein referred as "RWA"): RWA N0514567 - \$218,165.80. The Lessor is hereby ordered to submit the invoice in the amount of \$218,165.80.

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# _____

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

End of Lease Amendment #4

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

INITIALS: ESM & [Signature]
LESSOR & GOVT