

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. <u>2</u>
	TO LEASE NO. GS-01P- <u>LVT04942</u>
ADDRESS OF PREMISES	PDN Number: <u>PS0027303</u>

THIS AMENDMENT is made and entered into between Pizzagalli Properties, LLC whose address is: 346 Shelburne Road, Suite 601, Burlington, VT 05401 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 NOTICE TO PROCEED AND ESTABLISH THE COSTS FOR THE TENANT IMPROVEMENT WORK and INCREASE THE SHELL RENT.**

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 **AUGUST 26, 2013** as follows:

A. TO AMEND PARAGRAPH A OF LEASE AMENDMENT NUMBER 1 BY STRIKING "Shell Rent - \$957,114.12;" and substituting the following:

	FIRM TERM ANNUAL RENT
Shell rent	\$973,879.23
TI rent	\$255,473.02
Operating Costs	\$428,321.52
Building Specific Security	\$ 8,561.84
TOTAL ANNUAL RENT	\$1,666,235.61

B. THIS LEASE AMENDMENT (LA) confirms the Notice To Proceed for the Tenant Improvements to 52,388 ANSI/BOMA square feet of office and related warehouse space for the [REDACTED] Services on the 1st floor of 38 River Road, Essex, Vermont under Lease GS-01P-LVT04942.

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 subscribed their names as of the below date.

FOR THE LESSOR
[REDACTED]
Signature: [REDACTED]
Name: [REDACTED]
Title: [REDACTED]
Entity Name: Pizzagalli Properties, LLC
Date: August 22, 2013

FOR THE GOVERNMENT
[REDACTED]
Signature: [REDACTED]
Name: [REDACTED]
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: SEP 10 2013

WITNESSED BY [REDACTED]
Signature: [REDACTED]
Name: ROBERT BOUCHARD
Title: Development Manager
Date: August 22, 2013

C. THE TOTAL AMOUNT for the work is \$3,912,239.84. The cost breakdown is as follows:

	<u>TI COSTS</u>
Total Contractor Bids	\$2,909,698.00
General Conditions (11%)	\$ 336,221.00
Architect/Engineering Fee (7.9%)	\$ 229,866.14
General Contractor Fee (10%)	\$ 290,969.80
Lessor's Overhead & Profit (5%)	\$ 145,484.90
TOTAL COST	\$3,912,239.84

C. THE LESSOR SHALL furnish all labor, materials, tools, equipment, services, and associated work to perform alterations in accordance with the standards set forth in the lease, the Government approved design and intent drawings, the 100% Construction Documents dated 5/15/2013 and revised on 6/5/2013.

D. THIS LEASE AMENDMENT (LA) includes the following document attached hereto and incorporated in the Lease Contract:

1. TICS Table provided by PC Construction, dated July 24, 2013 REVISED BY GSA IGE August 5, 2013

E. UPON FINAL EXECUTION of this LA, the Lessor shall develop a Construction Schedule within 10 Working Days. The Construction Schedule shall be reviewed and approved by the Government. Progress Meetings will be held weekly, as applicable.

F. ALL WORK SHALL commence on August 26, 2013 and substantial completion no Later than **February 13, 2014 (120 working days excluding holidays)**. Final Completion of Punch List items shall be within thirty (30) days of the date of Substantial Completion.

G. THE LESSOR shall notify the Lease Contracting Officer, Mark Shinto, in writing via email mark.shinto@gsa.gov TEN (10) days before substantial completion to schedule and arrange an inspection. Said inspection and acceptance of such work by the Government shall occur within Seven (7) Calendar days of Lessor's notification. Following the same, rent shall commence on the date of acceptance of Substantial Completion and receipt of Certificate of Occupancy by the Government.

H. After inspection and acceptance of the Tenant Improvement work by the Government, Tenant Improvement Allowance rent **(\$1,833,580 at 7% for ten years firm)** will commence and Tenant Improvement Allowance overage **(\$2,078,659.84 - RWA # N0647379)** will be paid lump sum. An advance copy of the final invoice for the Tenant Allowance Overage must be sent to Mark Shinto, Lease Contracting Officer, at mark.shinto@gsa.gov for review and approval. Upon approval by the Lease Contracting Officer, the Lessor must submit the properly executed invoice directly

<http://www.finance.gsa.gov>

Or

A properly executed original invoice shall be forwarded to

General Services Administration
 FTS and PBS Procurement Division (7BCP)
 P.O Box 17181
 Fort Worth, Texas 78101-0181

A copy of the invoice(s) must be provided to the Contracting Officer at the following address:

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

INITIALS:


 LESSOR

&


 GOV'T

For an invoice to be proper, it must:

- 1) be received after the execution of this LA.
- 2) reference Pegasys Document Number (PDN) PS0027303
- 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.


I. PARAGRAPH 1.15 HOURLY OVERTIME HVAC RATES is hereby amended as follows:

Strike the section that begins with "\$30 per hour per zone and No of zones: 35" and substitute the following: "\$30 per hour".

J. PARAGRAPH 4.13, on Page 25, LIQUIDATED DAMAGES is hereby deleted.

K. The Lease Number is hereby changed from "GS-01B-LVT04942" to "GSA-01P-LVT04942".

ALL OTHER TERMS AND CONDITIONS OF THIS LEASE SHALL REMAIN IN FORCE AND EFFECT.

INITIALS:  LESSOR &  GOVT