

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE  LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. LMA04828
ADDRESS OF PREMISES 928 WEST CHESTNUT STREET, BROCKTON, MA 02301-5560	PDN Number: N/A

THIS AMENDMENT is made and entered into between

**JOHN B. VLACO**

whose address is: **928 WEST CHESTNUT STREET, BROCKTON, MA 02301-5560**

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 Tenant Improvement Work.

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, 2013** as follows:

**A. This Lease Amendment (LA) formally and officially issues Notice to Proceed for the Tenant Improvement Alterations to 1,645 ANSI/BOMA square feet of office space and related space for the [REDACTED] on the 2<sup>nd</sup> Floor of 928 W. Chestnut Street, Brockton, MA under Lease LMA04828.**

**B. The total amount for the Tenant Improvement Alterations is \$97,010.74. The Cost Breakdown is as follows:**

	<u>Estimated</u>
Total Subcontractor Bids	<u>\$79,250.69</u>
General Conditions	<u>\$2,088.42</u>
General Contractor Fee	<u>\$8,539.08</u>
Architectural/Engineering Fee (5%)	<u>\$3,962.53</u>
Lessor's PM Fee (4%)	<u>\$3,170.02</u>

**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 Government approved design and intent Drawings, the 100% Construction Drawings dated January 15, 2013 identified as "Revised Bid Set".**

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:**

**FOR THE GOVERNMENT:**

Signature: [REDACTED]  
Name: John B. Vlaco  
Title: Owner  
Entity Name: John B Vlaco  
Date: 2/28/13

Signature: [REDACTED]  
Name: MARK S SHINTO  
Title: Lease Contracting Officer  
GSA, Public Buildings Service, 1PRL  
Date: MAR 04 2013

**WITNESSED FOR THE LESSOR BY:**

Signature: [REDACTED]  
Name: [REDACTED]  
Title: VICE PRES (PROPERTY) PHILLIPSCO, INC  
Date: 2/28/13

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- D. This LA#1 includes the following document attached hereto and incorporated into the Lease Contract:
  - 1. TICS Table provided by Brophy and Phillips, dated January 30, 2013.
- E. 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 necessary.
- F. All Work shall be Substantially Completed by the Lessor no Later than May 22, 2013. Final Completion of Minor punch list items shall be within fifteen (15) calendar days of the date of Substantial Completion.
- G. Upon Substantial Completion of the work, the Lessor shall notify Mark Shinto, Lease Contracting Officer, 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.
- H. The Parties agree that the actual amount of Tenant Improvements (TI) spent for construction is \$97,010.74. The cost of the construction and installation of the TI to the Leased premises above the base building shell includes the following: the cost of all alterations outlined in the Design and Intent Drawings and 100% approved Construction Drawings for the interior Office space, the preparation of the Construction Drawings, all approved change orders, and construction administration. Of that amount \$83,237 will be amortized over ten(10) years at an interest rate of 6.5%. The remaining balance of \$13,773.74 shall be paid to the Lessor by increasing the Tenant Improvement rent according to the negotiated amortization interest rate of 6.5% over the firm term of the lease. A future Lease Amendment will reconcile the Tenant Improvement Costs at final invoice and the TI rent will be adjusted to reflect the final TI Costs for this approved scope of work.
- I. Paragraph 6.01 PROVISION OF SERVICES, ACCESS, AND ROUTINE HOURS (APR 2011), on page 31 of this lease is hereby amended by striking that portion beginning with "shall be provided from 7:00 AM to 6:00 PM, Monday through Friday," and substituting the following: "shall be provided from 10:00 AM to 9 PM, Monday through Friday".
- J. Daily Janitorial Services ordered by Paragraph 6.06 of this lease will be provided between the hours of 12 noon and 6 PM, Monday through Friday, excluding holidays. Escort by Agency is required for the Lessor's Janitorial staff to complete its Janitorial Services.

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

INITIALS: JBV & msj  
LESSOR GOVT