

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-01P-LVT05047
ADDRESS OF PREMISES: 128 Lakeside Avenue, Burlington, VT, 05401-4939	PDN Number:

THIS AMENDMENT is made and entered into between **FORTIETH BURLINGTON, LLC**

whose address is: **C/O LEWISTON TWO, LLC
67 LEWISTON ROAD
GROSSE POINTE FARMS, MI 48236-3612**

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease by issuing a Notice to Proceed 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 as follows:


- 1. Notice to Proceed: This Lease Amendment (LA) is the Notice to Proceed (NTP) to construct all Tenant Improvements as specified within Lease No. GS-01P-LVT05047 and all associated documents, and as contained in those construction documents created by Smith Buckley Architects titled Tenant Improvements for Social Security Administration, Innovation Center of Vermont, 128 Lakeside Avenue, Burlington VT, Construction Documents and dated 3/21/2017. The total cost for the complete build out of all Tenant Improvements inclusive of any and all A/E fees, Mechanical fees, Project Management fees, Lessor profit and overhead, and any and all other costs is \$589,406.93. Of the total cost for the Tenant Improvements, \$400,010.54 shall be amortized in the rent as per the terms of the lease, and the remaining balance of \$189,396.39 shall be paid by lump sum. Payment shall be made after the Lessor's completion of the Tenant Improvements as noted above and the Government's inspection and acceptance of the space by the Lease Contracting Officer (LCO).**
- 2. Upon final execution of this Lease Amendment, the Lessor shall develop a construction schedule and submit it to the LCO. The construction schedule shall be reviewed and approved by the Government. Progress meetings will be held, as determined by the LCO.**
- 3. At acceptance, the Space shall be measured in accordance with the standards set forth in this Lease to determine the total ABOA square feet in the Space, which, together with the CAF established in Lease Section 1.01, will yield the total Rentable Area of the Premises. The rent for the Space will be adjusted based upon the measured ABOA**

This Lease Amendment contains 2 pages.

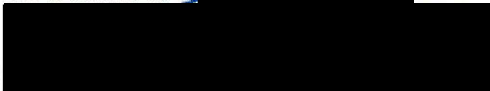
All other terms and conditions of the lease shall remain in force and effect.

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


FOR THE LESSOR:

Signature: 
Name: Charles M. Boyd
Title: Manager
Entity Name: Fortieth Burlington LLC
Date: 5/22/17

FOR THE GOVERNMENT:

Signature: 
Name: Richard Clements
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 7-14-2017

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: Frank Stevens
Title: VP
Date: 5/22/17

square footage for the purpose of adjusting the annual rent. At acceptance, the Lease term shall commence. The Lease Term Commencement Date, final measurement of the Premises and reconciliation of the annual rent shall be memorialized by Lease Amendment. **FINAL RECONCILIATION OF ALL CONSTRUCTION COSTS AND CHANGE ORDERS, IF APPLICABLE, IS REQUIRED TO CALCULATE TOTAL FINAL PROJECT COST.**

4. After inspection and acceptance of tenant improvements, lessor shall submit a properly executed invoice electronically at *finance.gsa.gov*. A copy of the invoice shall also be provided to the Lease Contracting Officer at the following address:

General Services Administration
Attn: Richard Reynolds
10 Causeway Street, 11th floor
Boston, MA 02222

5. A proper invoice must include the following:

- Invoice Date
- Name of the Lessor
- Lease Number, Building Address, and a description, price and quantity of the items delivered.
- GSA PDN # _____

INITIALS: CMB & [Signature]
LESSOR GOVT