

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT</b>	LEASE AMENDMENT No. 01
	TO LEASE NO.: LNH04697
ADDRESS OF PREMISES: 1000 ELM STREET, 7 <sup>TH</sup> FLOOR, MANCHESTER, NH (NH6148)	PDN Number: N/A

**THIS AMENDMENT** is made and entered into between **BRADY SULLIVAN PLAZA, LLC** whose address is: 670 North Commercial Street, Suite 303, Manchester, NH 03101, 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: add additional parking spaces, issue a Notice to Proceed for the construction of a secured parking garage, and adjust the Annual 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 March 25, 2013 as follows:

- 1) **PARKING SPACES:** Paragraph 1 of the Lease is hereby modified by deleting the last two sentences in their entirety and replaced with the following:

"Lessor shall provide to the Government eight (8) structured parking spaces as part of the rental consideration. Three (3) parking spaces shall be used for a secured parking garage to house two (2) Government-owned vehicles. The other five (5) parking spaces shall be marked as reserved for use solely by the Government."

- 2) **Annual Rent:** Paragraph 5 of the Lease is hereby deleted in its entirety and replaced with the following:

"The Government shall pay to the Lessor, commencing on the Commencement Date, rent as follows:

Years 1 – 5: Annual Rent of \$167,179.50, calculated at the rate of \$34.47 per RSF (of which Shell Rent is \$20.56 per RSF, Operating Cost Base is \$4.55 per RSF, and Tenant Improvements is \$9.36 per RSF), payable at the rate of \$13,931.63 per month, in arrears, plus CPI adjustments after the first lease year, if applicable.


Years 6 – 10: Annual Rent of \$121,783.50, calculated at the rate of \$25.11 per RSF (of which Shell Rent is \$20.56 per RSF, and Operating Cost Base is \$4.55 per RSF), payable at the rate of \$10,148.63 per month, in arrears, plus CPI adjustments, if applicable.

(continued on page 2)

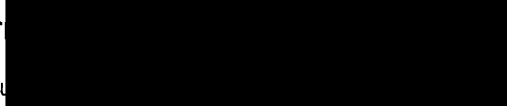
This Lease Amendment contains two (2) pages.

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


**FOR THE LESSOR**

Signature:   
Name: Brady Sullivan  
Title: Principal  
Entity Name: Brady Sullivan Plaza, LLC  
Date: 3-27-13

**FOR THE GOVERNMENT**

Signature:   
Name: Michael Stabel  
Title: Leasing Contracting Officer  
GSA, Public Buildings Service,  
Date: 4-4-13

**WITNESSES**

Signature:   
Name: Benjamin Kelley  
Title: Broker  
Date: 3-27-13

Annual rent shall be payable, via electronic funds transfer, to:  
Brady Sullivan Plaza, LLC  
670 North Commercial Street  
Suite 303  
Manchester, NH 03101

Rent for a lessor period shall be pro-rated on a per-diem basis. The Operating Costs are subject to adjustments during the lease term as is set forth in Paragraph 12 of the Lease."

3) **SECURED PARKING GARAGE**

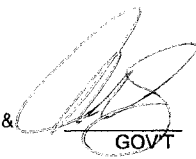
- A) This Lease Amendment No. 01 formally issues a Notice to Proceed for the construction of a secured parking garage for two (2) vehicles within the parking garage located at 1000 Elm Street, Manchester, NH.
- B) The total amount approved for the construction of the secured parking garage is \$39,629.00, as is set forth in and included in the Lessor's cost estimate, dated January 17, 2013, for the tenant improvement work to 4,079 BOMA Office Area Square Feet of office space on the 7<sup>th</sup> floor of 1000 Elm Street, Manchester, NH ("7<sup>th</sup> floor office space") under Lease No. LNH04697.
- C) The Lessor shall furnish all labor, materials, tools, equipment, services and associated work to perform the construction of the secured parking garage in accordance with the standards set forth in the Lease, and the Government approved construction drawing, labeled as "SK0-3" and dated on or about March 5, 2013. Said construction drawing is attached to this Lease Amendment No. 01 as Exhibit A, and is incorporated into the Lease.
- D) All work shall be substantially completed by the Lessor before or at the same time the Lessor provides written notice to the Government under Section 5.10(G) of the Lease Solicitation for Offers, that the tenant improvements at the 7<sup>th</sup> floor office space are ready for inspection by the Government. All punch-list items for the secured parking garage work, if any, shall be completed within the same time period provided for the correction of punch-list items for the tenant improvement work at the 7<sup>th</sup> floor office space.
- E) Upon substantial completion of the secured parking garage work, the Lessor shall notify the Government to arrange for an inspection and acceptance of the work. Said inspection and acceptance of the work shall occur at the same time or prior to the Government's inspection and acceptance of the tenant improvement work at the 7<sup>th</sup> floor office space.
- F) Annual Rent shall commence on the date of the acceptance by the Government of substantial completion of all of the tenant improvement work, both at the 7<sup>th</sup> floor office space and at the secured parking garage, and the receipt of a Temporary Certificate of Occupancy by the Lessor.
- G) Any changes requested to the scope of work for the secured parking garage must be submitted in writing to the GSA Leasing Contracting Officer and approved in writing by the Government. If any work is done without the Leasing Contracting Officer's written approval, the Lessor runs the risk of non-payment.
- H) Reimbursement for the secured parking garage work shall be as set forth in a Notice to Proceed that was issued to the Lessor, dated January 30, 2013, for the tenant improvement work.
- I) A future Lease Amendment will be executed to reconcile the final tenant improvement costs and the Annual Rent for the Firm Term will be adjusted to reflect the final tenant improvement costs for the approved scope of work.

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

INITIALS:

  
LESSOR

&

  
GOVT