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| GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE | LEASE AMENDMENT No. 1 |
| | TO LEASE NO. GS-01P-LNH04984 |
| LEASE AMENDMENT | |
| ADDRESS OF PREMISES Locust Street Building 273 Locust Street Dover, NH 03820-4009 | PDN Number: N/A GSA Building # NH6177 |

THIS AMENDMENT is made and entered into between **Double Diamond Holdings South, LLC**

whose address is: **340 Central Avenue, Suite #202, Dover, NH 03820-3766 (Lessor)**
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 the Notice To Proceed and establish the costs for the Tenant Improvements (TI) and the Building Specific Amortized Capital (BSAC).**

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 **July 27, 2015** as follows:

A. This Lease Amendment (LA) formally and officially issues the Notice to Proceed for the Tenant Improvements (TI) and the Building specific Amortized Capital (BSAC) for alterations to 2nd Floor, Locust Street Building, 273 Locust Street, Dover, NH 03820-4009 and related space for the United States Department of Agriculture – Natural Resources Conservation Service (USDA/NRCS) under lease contract GS-01P-LNH04984.

The Total Amount of the Tenant Improvement costs is not to exceed \$261,535 and the total amount of Building Specific Amortized Capital (BSAC) costs is not to exceed \$32,000 for a total expenditure of \$293,535. The Cost Breakdown is as follows:

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|--------------------------------------|------------------|
| | <u>TI/BSAC</u> |
| TOTAL SUBCONTRACTOR BIDS: | \$257,786 |
| GENERAL CONDITIONS & CONTRACTOR FEE: | \$ 5,000 |
| LESSOR'S OVERHEAD, PROFIT, PM FEES: | <u>\$ 26,592</u> |
| TOTAL COSTS | <u>\$289,378</u> |

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: Double Diamond Holdings South, LLC FOR THE GOVERNMENT:

Signature: _____
 Name: John Sumner
 Title: Manager
 Entity Name: Double Diamond LLC
 Date: 7/27/15

Signature: _____
 Name: _____
 Title: _____
 GSA, Public Buildings Service,
 Date: JUL 22 2015

WITNESSED FOR THE LESSOR BY:

Signature: _____
 Name: _____
 Title: Manager
 Date: 7-21-15

This lease contains a Tenant Improvement Allowance of \$40.02 per ABOA SF (\$40.0268 x 6534 usf) which equates to \$261,535 at the rate of 6% interest over five years.

This lease contains a Building Specific Amortized Capital (BSAC) of \$4.89 per ABOA SF (\$4.8975 x 6534 usf) which equates to \$32,000 at the rate of 6% interest over five years.

- B.** 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 final 100% Construction Documents dated 7-21-15 and herein identified as GSA – 273 Locust St.

This LA#1 includes the following document attached hereto and incorporated into the lease contract:

1. TICS Table provided by Double Diamond Holdings South, LLC dated July 17, 2015

- C.** 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 applicable.
- D.**
- E.** All Work shall be substantially completed by the Lessor no later than October 5, 2015 (90 Working days from June 2, 2015)
- F.** Final Completion of minor punch list items shall be thirty (30) 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 and Building Specific Amortized Capital. 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.** A future lease amendment will reconcile the Tenant Improvement costs and the Building Specific Amortized Capital Costs at final invoice and the TI Rent and BSAC Rent shall be adjusted to reflect the final TI and BSAC costs for this approved scope of work.

End of Lease Amendment # 1

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

INITIALS:


LESSOR

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GOV'T