

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 02
	TO LEASE NO.: LNH04697
ADDRESS OF PREMISES: 1000 ELM STREET, SUITE 705, MANCHESTER, NH (NH6148)	PDN Number: PS0025630

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: establish the Rent Commencement Date for the Leased Premises and Secured Parking Garage, to adjust the Annual Rent, to pay for tenant improvements which exceed the Tenant Improvement Allowance, and to adjust the Broker Commission Credit;

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 21, 2013** as follows:

1. **TERM/RENT COMMENCEMENT**: Paragraph 2 of the Lease, "Term", is hereby deleted in its entirety and the following is substituted in its place:

"**TERM**: TO HAVE AND TO HOLD the said premises with their appurtenances for a term commencing on August 21, 2013 (the "Rent Commencement Date") and continuing through to August 20, 2023 (the "Termination Date") unless extended or terminated earlier as provided herein or as may be allowed at law or in equity (the "Lease Term")."


2. **TERMINATION RIGHT**: Paragraph 3 of the Lease, "Termination Right", is hereby deleted in its entirety and the following is substituted in its place:

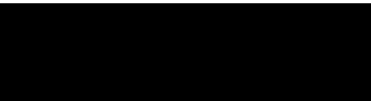
"**Termination Right**: THE GOVERNMENT MAY TERMINATE this Lease in whole or in part at any time on or after August 20, 2018 by giving at least sixty (60) days' prior notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said 60-day period shall be computed commencing with the day after the date of mailing of the notice by the Government."

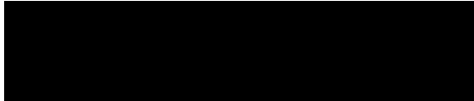
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This Lease Amendment contains four (4) pages.

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 Plazalle
Date: 12-6-13

FOR THE GOVERNMENT 
Signature: _____
Name: Michelle M...
Title: Leasing Contracting Officer
GSA, Public Buildings Service,
Date: DEC 17 2013

WITNESSED 
Signature: _____
Name: Ken Kelly
Title: Broker
Date: 12-6-13

- 3. **SECURED PARKING GARAGE:** the Lessor and the Government hereby mutually agree that the construction of a Secured Parking Garage, as described in Paragraphs 1 and 3 of a Lease Amendment No. 01, dated April 4, 2013, was substantially completed on October 3, 2013. To reflect this, the Annual Rent, as set forth in Paragraph 5 of the Lease, shall be adjusted to fix the Rent Commencement Date for the three (3) parking spaces utilized by the Secured Parking Garage on October 3, 2013.
- 4. **ANNUAL RENT:** Paragraph 5 of the Lease, as the same may have been amended, which fixes the Annual Rent to be paid to the Lessor, is hereby modified as follows:

“August 21, 2013 – October 2, 2013: the Annual Rent shall be in the amount of \$156,899.12, calculated at the rate of \$32.35 per RSF (Shell Rent - \$18.44 per RSF; Operating Cost Base - \$4.55 per RSF, and Tenant Improvement Allowance - \$9.36 per RSF), payable at the rate of \$13,074.93 per month, in arrears;

October 3, 2013 – August 20, 2018: the Annual Rent shall be in the amount of \$167,181.12, calculated at the rate of \$34.47 per RSF (Shell Rent - \$20.56 per RSF; Operating Cost Base - \$4.55 per RSF, and Tenant Improvement Allowance - \$9.36 per RSF), payable at the rate of \$13,931.76 per month, in arrears, plus CPI escalations after the first lease year, if applicable;”

August 21, 2018 – August 20, 2023: the Annual Rent shall be in the amount of \$121,783.50, calculated at the rate of \$25.11 per RSF (Shell Rent - \$20.56 per RSF; Operating Cost Base - \$4.55 per RSF), payable at the rate of \$10,148.63 per month, in arrears, plus CPI escalations, if applicable.”

5. **PAYMENT FOR TENANT IMPROVEMENTS:**

- A. In accordance with Paragraph 19 of the Lease, the Tenant Improvement Allowance to be amortized over the Firm Term of the Lease is \$182,246.38.
- B. In a correspondence dated January 30, 2013, the Government issued a Notice to Proceed for the Tenant Improvement work at the Leased Premises in the amount of \$563,418.00.
- C. In separate correspondences dated May 20, 2013, June 5, 2013, June 21, 2013, June 27, 2013 and October 24, 2013, the Government issued Notices to Proceed for change orders to the approved Tenant Improvements in the amount of \$8,647.50, which are broken out as follows:

- Change Order No. 01: [REDACTED]
- Change Order No. 02: [REDACTED]
- Change Order No. 04: [REDACTED]
- Change Order No. 05: [REDACTED]
- Change Order No. 06: [REDACTED]
- Change Order No. 07: [REDACTED]
- Change Order No. 08: [REDACTED]
- Change Order No. 09: [REDACTED]
- Change Order No. 10: [REDACTED]
- Change Order No. 12: [REDACTED]

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- D. In complete satisfaction for the work provided therein and acceptance of the space, the Government will pay the Lessor **\$389,819.12** in a lump sum.
- E. The additional \$389,819.12 shall be funded by the following Reimbursable Work Authorization: **N0173500**.
- F. An original invoice must be submitted directly to the GSA Finance Office at the following address:
 General Services Administration
 Fort Worth Finance
 FTS and PBS Payment Division (7BCP)
 819 Taylor Street, P.O. Box 17181
 Fort Worth, TX 76102-0181

A copy of the invoice must be provided to Michael Strobel, Contracting Officer, at the following address:

General Services Administration
 Leasing Division
 Thomas P. O'Neill Federal Building
 10 Causeway Street, Room 1010
 Boston, MA 02222

A proper invoice must include the following:

- Invoice date,
- Name of the Lessor as shown on the Lease,
- Lease contract number, building address, and a description, price, and quantity of the items delivered, and
- PDN #: **PS0025630**.

6. **BROKER COMMISSION AND COMMISSION CREDIT**: Paragraph 8 of the Lease, "Free Rent and Brokerage Commission", is hereby deleted in its entirety and replaced with the following:

"The Lessor and the Broker, CBRE, have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this Lease ("Commission"). The total amount of this Commission is [REDACTED]. In accordance with paragraph 2.3 of the SFO, "Broker Commission and Commission Credit", CBRE has agreed to forego [REDACTED] of the Commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED], to be paid upon lease commencement, and the remaining [REDACTED] to be paid to CBRE upon lease execution.

The shell rental portion of the annual rental payments for August 21, 2013 – October 2, 2013 (\$21.93 per BOASF x 4,079 BOASF = \$89,434.00 or \$7,452.83 monthly) due and owing under paragraph 5 of this Lease shall be reduced to fully recapture this Commission Credit. The total reduction in shell rent is [REDACTED], and shall commence with the first month of the rental payment and continue through the second month of the lease term as indicated in the following schedule of adjusted Monthly Rent:

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First Month's Rental Payment of \$13,074.93 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment of \$13,074.93 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent."

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

INITIALS:  & 
LESSOR GOVT