

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT</b>	LEASE AMENDMENT No. 03
	TO LEASE NO.: GS-01P-LNH05008
ADDRESS OF PREMISES: 215 COMMERCE WAY, PORTSMOUTH, NH (NH6168)	PDN Number: n/a

**THIS AMENDMENT** is made and entered into between **215 COMMERCE WAY, LLC**, whose address is: 210 Commerce Way, Suite 300, Portsmouth, NH 03801, 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: reconcile the tenant improvement costs, and to adjust the Annual Rent; and

**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 **May 1, 2015**, as follows:

1) **TENANT IMPROVEMENTS:**

- a) In a Lease Amendment No. 02, dated January 9, 2015, the Government issued a Notice to Proceed for tenant improvements in the amount of \$7,156.60. The tenant improvement work has been completed and a reconciliation of the tenant improvement cost done. The actual cost of the tenant improvement work is now \$7,081.60.
- b) The Government acknowledges completion, inspection and acceptance of the tenant improvement work.
- c) The revised Tenant Improvement cost is now \$7,081.60. In complete satisfaction for the work provided, the Government shall pay the Lessor \$7,081.60, to be amortized over the remaining firm term of the Lease at an interest rate of 6 percent (6.0%).

(Lease Amendment No. 03 continues 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: M. [Redacted]  
 Title: Manager  
 Entity Name: 215 Commerce Way, LLC  
 Date: 5/5/2015

FOR

Signature: \_\_\_\_\_  
 Name: [Redacted]  
 Title: Leasing Contracting Officer  
GSA, Public Buildings Service,  
 Date: MAY 12 2015

WITNESSED FOR THE LESSOR BY:

Signature: \_\_\_\_\_  
 Name: Cornelius [Redacted]  
 Title: Sr. Property Manager  
 Date: 5/5/15

2) **RENT AND OTHER CONSIDERATION:** Paragraph 1.03A of the Lease is hereby deleted in its entirety, and replaced with the following

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	05/01/2015 – 09/30/2019	10/01/2019 – 09/30/2024
	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$19,376.00	\$22,439.83
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$1,829.18	\$0.00
OPERATING COSTS <sup>3</sup>	\$6,055.00	\$6,963.25
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC)	\$0.00	\$0.00
PARKING	\$0.00	\$0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$27,260.18</b>	<b>\$29,403.08</b>

<sup>1</sup>Shell rent calculation:

Firm Term: \$16.00 per RSF multiplied by 1,211 RSF.

Non-Firm Term: \$18.53 per RSF multiplied by 1,211 RSF.

<sup>2</sup>The Tenant Improvement Allowance of \$7,081.60 is amortized at a rate of 6 percent (6.0%) per annum over the remaining Firm Term.

<sup>3</sup>Operating Costs rent calculation:

Firm Term: \$5.00 per RSF multiplied by 1,211 RSF.

Non-Firm Term: \$5.75 per RSF multiplied by 1,211 RSF.

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

INITIALS:

  
LESSOR

&

  
GOVT