

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-01P-LNH04931
ADDRESS OF PREMISES: 1604 Hooksett Road, Hooksett, NH, 03106-1666	PDN Number:

THIS AMENDMENT is made and entered into between: 1604 Hooksett, LLC
whose address is: 126 South Main Street, Suite 200, Somerset, KY, 42501

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 increase the TI allowance.

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 upon execution as follows:

In separate correspondence dated September 3, 2013, the Government had issued a Notice to Proceed for Tenant Improvements in the amount of \$21,471.00. Finish selections made by the Government and the submission of A/E fees that were not previously disclosed resulted in a total cost for tenant improvements of \$25,867.00. The lease contained a Tenant Improvement allowance of \$23,040 resulting in a difference of \$2,827.00. The Government hereby orders this additional amount and requests that this additional cost be amortized over the seven (7) year firm term of the lease at four (4%) percent per annum.

The following lease sections are hereby deleted and replaced with the following:


Con't on page 2


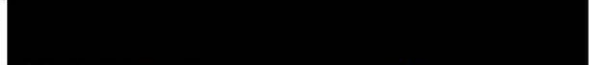
This Lease Amendment contains 3 pages.

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:

FOR THE GOVERNMENT

Signature: 
Name: Chris Coldiron
Title: Manager
Entity Name: 1604 Hooksett, LLC
Date: 4/24/14

Signature: 
Name: 
Title: GSA, Public Buildings Service,
Date: 5-5-2014

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: 
Title: _____
Date: 4-24-14

1.03 RENT AND OTHER CONSIDERATION (SEP 2012)

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

	FIRM TERM	NON-FIRM TERM
	ANNUAL RENT (1-7)	ANNUAL RENT (8-10)
SHELL RENT ¹	\$62,162.73	\$63,174.72
TENANT IMPROVEMENTS RENT ²	\$ 4,242,85	\$0.00
OPERATING COSTS ³	\$ 16,825.00	\$ 16,825.00
BUILDING SPECIFIC AMORTIZED CAPITAL ⁴	\$ 403.50	\$ 0.00
PARKING ⁵	\$ 0.00	\$ 0.00
TOTAL ANNUAL RENT	\$83,634.08	\$79,999.72

¹Shell rent (Firm Term) calculation: \$37.47000 per RSF multiplied by 1,659 RSF for years 1-7 and \$38.08000 per RSF for years 8-10.

²The Tenant Improvement Allowance of \$25,867.00 is amortized at a rate of 4 percent per annum over 7 years.

³Operating Costs rent calculation: \$10.14165 per RSF multiplied by 1,659 RSF

⁴Building Specific Amortized Capital (BSAC) of \$2,460.00 are amortized at a rate of 4 percent per annum over 7 years

In instances where the Lessor amortizes either the TI or Building Specific Amortized Capital for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs beyond the Firm Term.

B. Intentionally deleted.

C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

D. Intentionally deleted.

E. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

F. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's System for Award Management (SAM) Registration. If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

G. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;

3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

H. Intentionally deleted.

INITIALS: CC & WA
LESSOR GOVT

1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

A. **Studley, Inc., and Cardente Real Estate** ("Broker") is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [REDACTED] and is earned upon Lease execution, payable according to the commission agreement signed between the two parties. Only [REDACTED] of the Commission, will be payable to **Studley, Inc. and Cardente Real Estate** with the remaining [REDACTED], which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment \$6,969.51 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.*

Month 2 Rental Payment \$6,969.51 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.*

* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration".

1.08 TENANT IMPROVEMENTS AND PRICING (STREAMLINED) (SEPT 2011)

The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$16.84 per ABOA SF or \$25,867.00. The TIA is the amount that the Lessor shall make available for the Government to be used for the TIs. This amount is amortized in the rent over the Firm Term of this Lease at an annual interest rate of 4 percent. The Government shall have the right to make lump sum payments for any or all TI work.

INITIALS: CC & MS
LESSOR GOVT