

THIRD AMENDMENT TO LEASE

This third amendment to a Lease Agreement is made by and between COCHECO MILLS HOLDINGS, LLC ("Lessor"), a New Hampshire limited liability company having a legal address c/o of Chinburg Builders, Inc. of 3 Penstock Way, Newmarket, New Hampshire 03857 (as Lessor), and THE CITY OF DOVER, NEW HAMPSHIRE ("Lessee"), a municipal corporation having a legal address of 288 Central Avenue, Dover, New Hampshire, 03820 (as Lessee).

RECITALS

WHEREAS, the Lessor and the Lessee are parties to a Lease Agreement (the "Lease") dated May 15, 2001, originally between the City of Dover and Cocheco Overlook Ltd. Partnership, by JGS Enterprises, Inc., General Partner, which has been subject to First and Second Amendments;

WHEREAS, the subject of the Lease is the building and certain parking spaces located on Lot 4-B, City of Dover's Assessor's Map 31, otherwise known as the Transportation Center on Chestnut Street;

WHEREAS, under the terms of the Lease the Lessee's rent includes provision of 51 parking spaces located in the City of Dover's School Street parking lot to the Lessor;

WHEREAS, Lessee would like to oversee, manage, and/or utilize all of the 402+/- spaces within the Transportation Center Parking Lot on Chestnut Street owned by the Lessor;

WHEREAS, Lessor would like to utilize the remaining (18+/-) spaces in the School Street parking lot;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and the Lessee agree to amend the Lease as follows:

1. The first paragraph of the Lease following the heading "WITNESSETH," is hereby amended to read as follows:

"That the Lessor, for and in consideration and upon the terms, conditions and provisions hereinafter set forth, does hereby agree and lease to the Lessee, its successors and assigns the following described "premises", to wit: the building with appurtenant 402+/- parking spaces located on Lot 4-B, City of Dover Assessor's Map 31, said premises being more specifically and graphically depicted on Attachment A to this Third Amendment."

2. Attachment A to the Lease is removed and replaced with Attachment A to this Third Amendment.
3. Section 1, TERM, of the Lease is hereby amended to read as follows:



“The Term of this Lease shall begin on May 15, 2001 and shall end at midnight on May 31, 2021. The Lessee shall have the option to renew this Lease for one (1) additional twenty (20) year period. Should this renewal option be exercised by the Lessee, the Lessor shall be granted an extension to use the School Street lot for the additional twenty (20) year renewal period. To exercise its option, the Lessee shall provide the Lessor written notice on or before November 1, 2020.”

4. Section 2, RENT, of the Lease is hereby amended by insertion of a new paragraph, paragraph c, following paragraph b, which said paragraph c shall read as follows:

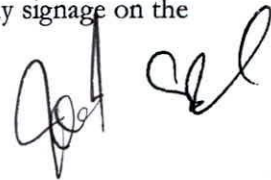
“c. For the remainder of the term of the Lease, or any renewal thereof, the Lessee shall provide to the Lessor the right to utilize all remaining parking spaces (18+/-) in the School Street lot for the rate of fifteen dollars (\$15) a space per month for daytime (9:00 a.m. to 7:00 p.m.) use. Beginning on May 15, 2016 said rate shall be increased to twenty dollars (\$20) per space per month. Beginning on May 15, 2019 said rate shall be increased to twenty five (\$25) per space per month. After hours (7:00 p.m. to 9:00 a.m.), on weekends (Saturday & Sunday), and on legal holidays these spaces may be used by the Lessor or the public, on a first come first serve basis. Payment shall be made monthly, due the 1st of each month, through the City of Dover’s Parking Bureau office. In lieu of monthly payments the Lessee may elect to make an annual payment for all spaces within the lot by July 1st for the following twelve (12) months. In the event this lease is renewed, pursuant to Section 1, the rates set forth herein shall be renegotiated in good-faith by both parties within 60 days of renewal so as to be reflective of the then-current market rates and circumstances.”

5. Section 3, TERMINATION, of the Lease is hereby amended to read as follows:

“The Lessor and Lessee both reserve the right to terminate this Lease without cause upon one (1) year written notice to the other party. If early termination is requested by the Lessor, it must reimburse the Lessee for its expenditures related to installation of a parking management system as prorated in accordance with GAAP standards. If early termination is requested by the Lessee, the Lessor shall be given the first right to lease said spaces in the School Street lot from the City of Dover at the then market rate, for a twelve (12) month period from the effective date of termination.”

6. Section 4, IMPROVEMENT AND USEAGE OF PREMISES, of the Lease is hereby amended to read as follows:

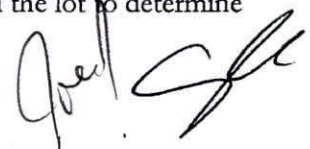
“a. Lessee shall be responsible for installation and maintenance of all signage in connection with the use, management, and enforcement of parking spaces on the Transportation Center parking lot. The location of any signage on the



Transportation Center parking lot shall be subject to review and approval by the Lessor, which approval shall not be unreasonably withheld.

Lessor shall be responsible for installation and maintenance of all signage in connection with the use, management, and enforcement of parking spaces on the School Street parking lot. The location of any signage on the School Street parking lot shall be subject to review and approval by the Lessee, which approval shall not be unreasonably withheld.

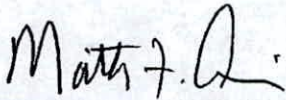
- b. Lessee shall provide adequate lighting within the confines of both the Transportation Center and School Street parking lots.
- c. The Lessee shall maintain the Transportation Center (including but not limited to the rail station and platform area), the Transportation Center parking area, and the School Street parking area, including the treatment, removal, and/or plowing of snow and ice, trash pick-up/removal, and landscape maintenance.
- d. The Lessee shall be responsible for striping and pavement crack repair at the Transportation Center parking area and the School Street parking area. Striping shall occur not more often than once every two years. The Lessor shall repair the failing pavement area in the Transportation Center parking lot that is approximately fifteen (15) feet southwest of the Transportation Center (said area is approximately three hundred seventy five (375) square feet in area) as well as three (3) small potholes leading to this area from the front of the Transportation Center.
- e. The Lessee shall have the right to install, maintain, and manage parking management equipment at its sole cost and expense at the Transportation Center parking area and the School Street parking area, subject to Lessor review and approval which shall not be unreasonably withheld. The Lessee shall be solely responsible for maintaining said equipment and enforcing said parking management program. Lessor shall have no right to any parking revenue collected by the Lessee as a result of the Lessee's parking management program. Upon request, Lessor shall be granted up to 200 Transportation Center parking passes by the Lessee, at no charge to the Lessor, for Lessor's use and the use of Lessor's tenants, guests, and contractors.
- f. Maintenance costs of the Transportation Center parking lot will be shared as follows: on an annual basis the Lessee shall present to the Lessor an accounting of all maintenance costs for the prior twelve (12) month period at the Transportation Center parking lot. The total annual maintenance costs shall be divided by the total number of parking spaces in the lot to determine

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a per space maintenance cost amount. Lessor shall reimburse the Lessee for its share of the maintenance costs on a per space basis based on the number of parking passes issued to the Lessor during that same prior twelve (12) month period. If the number of parking passes issued to the Lessor during that period fluctuated, an average number of parking passes issued for that period shall be determined in order to allocate maintenance costs. For the purposes of this paragraph, maintenance costs include striping, crack sealing, snow and ice removal/treatment, and lighting. The Lessor may request specific parking spots/areas in the Transportation Center parking lot be designated for use by its permit holders, subject to the Lessee's approval, which shall not be unreasonably withheld. The Lessor shall be responsible for the installation and maintenance of any signage to designate such approved areas – the location and design of any such signs to be reviewed and approved by the Lessee in advance. Upon expiration of this Lease, the Lessee shall remove all parking equipment at its sole cost and shall repair all damage resulting from removal of said equipment.”

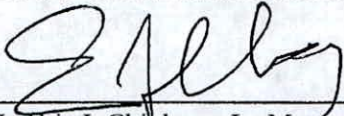
Except as provided by this Third Amendment, all other terms and conditions of the original May 15, 2001 Lease Agreement, as amended by the First and Second Amendments, remain in full force and effect.

IN WITNESS WHEREOF, the parties have signed this agreement, intending for it to be effective November 8, 2013.

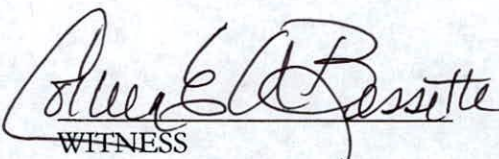


WITNESS

COCHECO MILLS HOLDINGS LLC

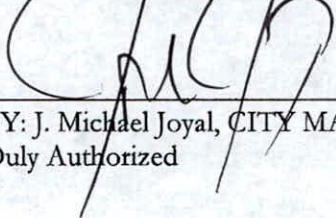


BY: Eric J. Chinburg, Its Manager
Duly Authorized



WITNESS

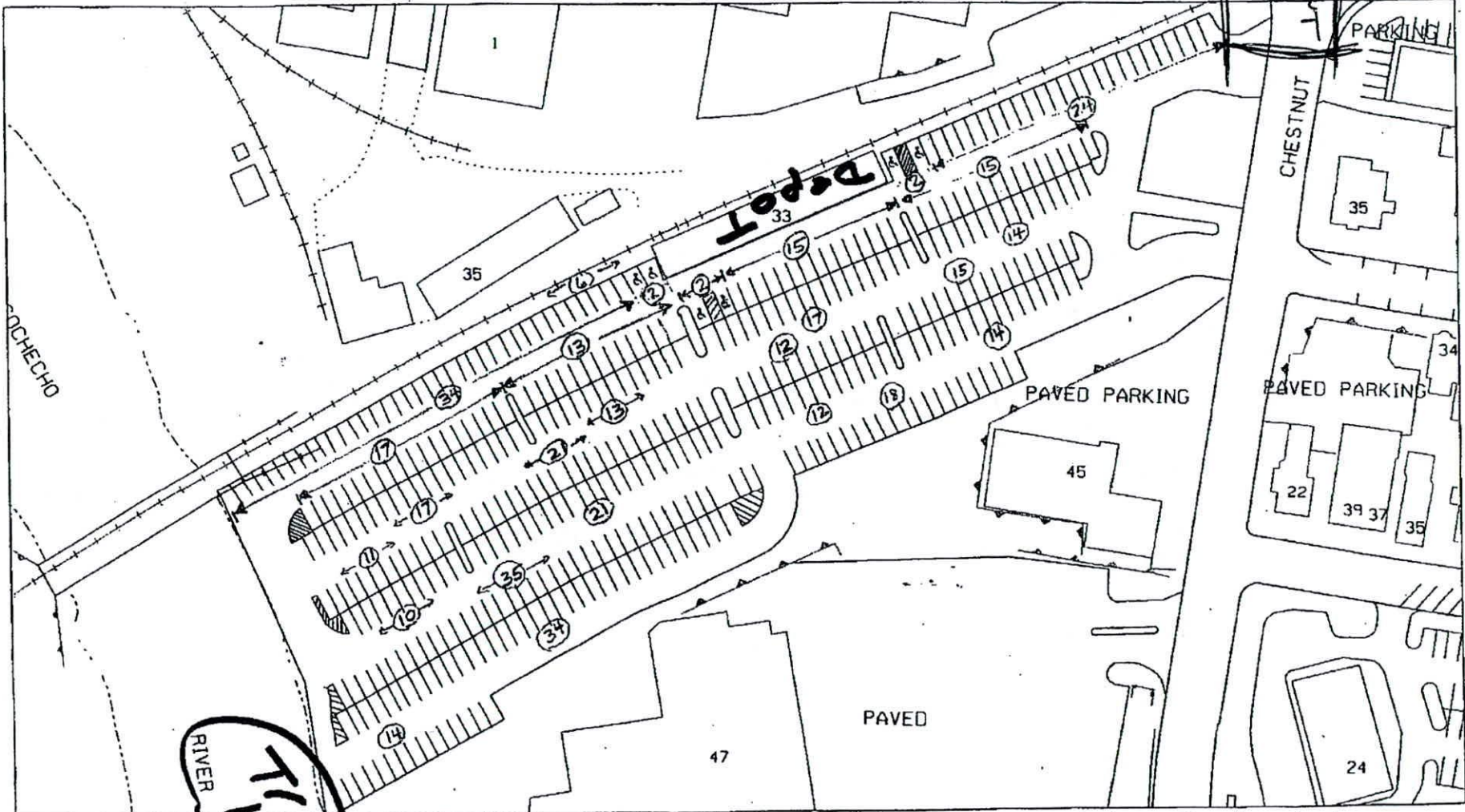
CITY OF DOVER, NEW HAMPSHIRE



BY: J. Michael Joyal, CITY MANAGER
Duly Authorized

Nov. 2013

ATTACHMENT
"A"



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TRIP
RIVER

Dover Transportation Center Lot
 33 Chestnut Street
 6 Handicapped (city controlled -train only)
 45 train only (city controlled)
 351 private