

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 02
ADDRESS OF PREMISES: 35 COURTLAND ST BRIDGEPORT CT 06604-3928 (CT3450)	TO LEASE NO.: GS-01P-LCT04500 PDN Number:

THIS AMENDMENT is made and entered into between Courtland Street Partners, LLC, whose address is: 35 Courtland Street Bridgeport CT 06604 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: update Paragraph 1.03 in the lease (GS-01P-LCT04500); memorialize increase in BSAC amount; revise maintenance of provided finishes; issue approval of Change Orders 1 and 2; and document Lessor's address change.

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 as follows:

1. **RENT AND OTHER CONSIDERATION (SEP 2013)** Paragraph 1.03, Subparagraph A in the lease (GS-01P-LCT04500) is 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:

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$234,259.52	\$137,020.92
TENANT IMPROVEMENTS RENT ²	\$ 99,656.05	\$0
OPERATING COSTS ³	\$ 106,314.00	\$ 106,314.00
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$20,359.24	\$0
PARKING ⁵	\$ 0	\$ 0
TOTAL ANNUAL RENT	\$460,588.81	\$243,334.92

¹Shell rent calculation:

(Firm Term) Approximately \$18.36 per RSF multiplied by 12,758 RSF

(Non Firm Term) \$10.74 per RSF multiplied by 12,758 RSF

²Tenant Improvements of \$577,915.56 are amortized at a rate of 5.5 percent per annum over 7 years.

³Operating Costs rent calculation: Approximately \$8.33 per RSF multiplied by 12,758 RSF

⁴Building Specific Amortized Capital (BSAC) of \$118,065.30 are amortized at a rate of 5.5 percent per annum over 7 years

This Lease Amendment contains four (4) pages including Exhibit "A".

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: _____

Name: _____

Title: Executive Director

Entity Name: Courtland St. Partners

Date: 8/1/2016

FOR THE GOVERNMENT:

Signature: _____

Name: _____

Title: Leasing Contracting Officer

GSA, Public Buildings Service,

Date: 8/2/2016

WITNESSED FOR THE LESSOR BY:

Signature: _____

Name: _____

Title: Supervisor

Date: 7/29/16

⁵Parking costs described under sub-paragraph I below

2. **BSAC** The BSAC amount indicated in the lease (GS-01P-LCT04500) Paragraph 1.03 "Rent and Other Consideration (SEP 2013) will increase by \$97,065.30 and the total BSAC amount is \$118,065.30 [\$21,000.00 (Original BSAC) + \$97,065.30 (BSAC Increase) = \$118,065.30] to be amortized at a rate of 5.5 % over 7 years.
3. **Maintenance of Provided Finishes:** Paragraph 6.12.B.(2) of lease (GS-01P-LCT04500) is hereby modified to remove the requirement of replacing the carpet every 5 years provided that the carpet to be installed is a 10-year rated carpet. All other provisions relating to the carpet shall remain in force and effect.
4. **Change Order 1 (Security System):** Change order one (1) is approved in the amount of [REDACTED] for the installation of the Government's security system. As stated in paragraph 2 of this Lease Amendment [REDACTED] will be amortized in the rent as part of BSAC. The remaining [REDACTED] (Change Order 1) - [REDACTED] (BSAC) = \$91,065.34] will be paid via lump sum.
5. **Change Order 2 (Break room Sink and Cabinets):** Change order (2) is approved in the amount of [REDACTED] for the installation of three feet of cabinets and a sink to the break room. The quote from Passive Developments will be Exhibit "A" (1 page) to the Lease Amendment. All [REDACTED] will be paid via lump sum. Payment shall be made after the Lessor's completion of the Tenant Improvements and change orders 1 and 2, as noted above and the Government's inspection and acceptance of the space by the Contracting Officer. After inspection and acceptance of tenant improvements, lessor shall submit a properly executed invoice, as described below, directly to the GSA Finance office at:

GENERAL SERVICES ADMINISTRATION
 FTS AND PBS PAYMENT DIVISION (7BCP)
 P.O. BOX 17181
 FORT WORTH, TX 76102-0181

OR ELECTRONICALLY AT THE FOLLOWING WEBSITE: FINANCE.GSA.GOV

A COPY OF THE INVOICE SHALL ALSO BE PROVIDED TO THE LEASE CONTRACTING OFFICER AT THE FOLLOWING ADDRESS:

GENERAL SERVICES ADMINISTRATION
 ATTN: RICHARD T. REYNOLDS
 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

INITIALS:


 LESSOR

&


 GOV'T

THE QUANTITY OF THE ITEMS DELIVERED.

- GSA PDN # [REDACTED]

6. **Lessor's Address:** The Lessor's address is changed to 35 Courtland Street, Bridgeport, CT 06604.
7. **BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)** Paragraph 1.04 in the lease (GS-01P-LCT04500) is deleted in its entirety and replaced with the following.

A. **Jones Lang LaSalle Americas, Inc.** (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the [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 **Jones Lang LaSalle Americas, Inc.** 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:

Months 1 – 3 Rental Payment \$38,382.40 (of which \$19,521.63 is shell rent) minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st, 2nd and 3rd Month's Rent.*

* Subject to change based on adjustments outlined under the Paragraph 1.03, "Rent and Other Consideration."

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

INITIALS:



LESSOR

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