

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT</b>	LEASE AMENDMENT No. 06
	TO LEASE NO.: GS-01P-LCT04939
ADDRESS OF PREMISES: 333 East River Drive, East Hartford, CT (CT3323)	PDN Number: n/a

**THIS AMENDMENT** is made and entered into between **COMMERCE CENTER ONE, L.L.C.** whose address is: c/o Konover Commercial Corporation, 342 North Main Street, Suite 200, West Hartford, CT 06117-2507, 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 Broker Commission and Commission Credit; 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 **April 1, 2016**, as follows:

1) **TENANT IMPROVEMENTS:**

- a) In Lease Amendment No. 02, dated October 20, 2015, the Government issued a Notice to Proceed for new carpet in the Leased Premises in the amount of [REDACTED]. The new carpet work has been completed and the actual cost of this work is [REDACTED].
- b) In Lease Amendment No. 03, dated January 22, 2016, the Government issued a Notice to Proceed for Change Order No. 01 for a second (2<sup>nd</sup>) coat of paint in the Leased Premises in the amount of [REDACTED]. The 2<sup>nd</sup> paint coat work has been completed and the actual cost of this Change Order No. 01 is [REDACTED].
- c) In Lease Amendment No. 04, dated February 25, 2016, the Government issued a Notice to Proceed for Change Order No. 02 for the removal of six (6) workstations located in the Leased Premises in the amount of [REDACTED]. The workstation removal work has been completed and the actual cost of this Change Order No. 02 is [REDACTED].
- d) In Lease Amendment No. 05, dated March 3, 2016, the Government issued a Notice to Proceed for Change Order No. 03 for the removal of a wall panel in the kitchen located in the Leased Premises in the amount of [REDACTED]. The wall panel removal work has been completed and the actual cost of this Change Order No. 3 is [REDACTED].

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This Lease Amendment contains three (3) pages.

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

**FOR THE LESSOR:**

Signature: [REDACTED]  
 Name: [REDACTED]  
 Title: Vice President  
 Entity Name: Corncon, Inc., its manager  
 Date: 5-3-2016

**FOR THE GOVERNMENT:**

Signature: [REDACTED]  
 Name: GEORGE I WRIGHT  
 Title: Leasing Contracting Officer  
GSA, Public Buildings Service,  
 Date: MAY 9, 2016

**WITNESSED**

Signature: [REDACTED]  
 Name: [REDACTED]  
 Title: Executive Assistant  
 Date: 5-3-2016

- e) In Lease Amendment No. 05, dated March 3, 2016, the Government issued a Notice to Proceed for Change Order No. 04 for the replacement of twelve (12) cabinet doors & handles in the kitchen located in the Leased Premises in the amount of [REDACTED]. The cabinet replacement work has been completed and the actual cost of this Change Order No. 04 is [REDACTED].
- f) The Government acknowledges completion, inspection and acceptance of all of the tenant improvement work stated above.
- g) The total approved Tenant Improvement cost of all the tenant improvement work set forth in this Paragraph 1 is \$109,121.93. In complete satisfaction for the work provided, the Government shall pay the Lessor \$109,121.93, to be amortized over the remaining Firm Term of the Lease at an interest rate of 8 percent (8.0%).

2) **BUILDING SPECIFIC AMORTIZED CAPITAL**

- a) In Lease Amendment No. 02, dated October 20, 2015, the Government issued a Notice to Proceed for the installation of [REDACTED] on the exterior windows of the Leased Premises in the amount of [REDACTED]. The window film installation work has been completed and the actual cost of the work is [REDACTED].
- b) The Government acknowledges completion, inspection and acceptance of the window film installation work.
- c) The total approved cost for the window film installation is [REDACTED]. In complete satisfaction for the work provided, the Government shall pay the Lessor [REDACTED], amortized as a Building Specific Amortized Capital cost over the remaining Firm Term of the Lease at an interest rate of eight (8) percent (8.0%).

3) **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:

	04/01/2016 – 08/31/2019 (FIRM TERM)	09/01/2019 – 08/31/2024 (NON-FIRM TERM)
	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$262,701.00	\$278,036.48
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$36,607.29	\$0.00
OPERATING COSTS <sup>3</sup>	\$122,610.22	\$122,610.22
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) <sup>4</sup>	\$13,375.54	\$0.00
PARKING	\$0.00	\$0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$435,294.05</b>	<b>\$400,646.70</b>

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

Firm Term: \$15.16 per RSF multiplied by 17,328 RSF.

Non-Firm Term: \$16.05 per RSF multiplied by 17,328 RSF.

<sup>2</sup> The Tenant Improvement Allowance of \$109,121.93 is amortized at a rate of 8 percent (8.0%) per annum over the remaining Firm Term.

<sup>3</sup> Operating Costs rent calculation: \$7.10 per RSF multiplied by 17,328 RSF, plus or minus CPI adjustments.

<sup>4</sup> Building Specific Amortized Capital costs of \$39,870.88 is amortized at a rate of 8 percent (8.00%) per annum over the remaining Firm Term.

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INITIALS:      &       
LESSOR GOV'T

4) **BROKER COMMISSION AND CREDIT:** Paragraph 1.04 of the Lease, "Broker Commission and Commission Credit", is hereby deleted in its entirety and the following is substituted in its place:

A. CBRE, INC. (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 CBRE, 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:

1<sup>ST</sup> Month Rental Payment \$36,274.50 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1<sup>st</sup> Month's Rent.

2<sup>ND</sup> Month Rental Payment \$36,274.50 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2<sup>nd</sup> Month's Rent.

3<sup>RD</sup> Month Rental Payment \$36,274.50 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3<sup>rd</sup> Month's Rent."

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

INITIALS: ED & gm  
LESSOR GOV'T