

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL LEASE NO. 1	DATE <div style="font-size: 1.2em; font-family: cursive;">1-5-2012</div>
TO LEASE NO LCT04797		
ADDRESS OF PREMISES 55 Main Street Norwich, CT 06360-5760		
<p>THIS AGREEMENT, made and entered into this date by and between Norwich Community Development Corporation whose address is 77 Main Street Norwich, CT 06360 hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:</p> <p>WHEREAS, the parties hereto desire to amend above Lease.</p> <p>NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective <u>December 8, 2011</u> as follows:</p> <p>1.) This Supplemental Lease Agreement (SLA) formally and officially issues "Notice to Proceed" with the construction of the Tenant Improvements to 5,375 ANSI/BOMA office area square feet of space for the [REDACTED] at 55 Main Street, Norwich, CT 06360-5760 under GSA Lease Contract No. LCT04797.</p> <p>2.) The Lessor shall provide all the materials, labor, and services required to provide the completion of the Tenant Improvements depicted and according to the Construction Drawings created by Amenta/Emma Architects dated July 1, 2011, Sheets G0.00, G1.00, D1.01, A0.01, A0.02, A1.01, A1.02, A2.01, A3.01, A4.01, A4.02, A5.01, A6.01, A6.02, A6.03, A6.04, MD-1, M-1, M-2, M-3, FP-1, PD-1, P-0, P-1, P-2, ED1.01, E0.01, E0.02 and E1.01 and SmithGroup Plans dated 12/17/10, Sheets C1, E1, E2, E3 and E4 for Mercantile Exchange Building at 55 Main Street, Norwich, CT 06360.</p> <p>The Lessor remains responsible for the accuracy of the Construction Drawings as stated in the Solicitation for Offer under "Construction Schedule and Acceptance of Tenant Improvements, Review of Working/Construction Drawings. This Supplemental Lease Agreement does not release the Lessor for liability for accuracy of the Construction Drawings when compared to the GSA approved Design Intent Drawings.</p> <p>Continued on Page 2 of 3</p> <p>IN WITNESS WHEREOF, the parties subscribed their names as of the above date.</p>		
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p style="text-align: center;">Lessor: Norwich Community Development Corporation</p> <p>By <u>[Signature]</u> (Signature)</p> </div> <div style="width: 45%;"> <p><u>Executive Director</u> (Title)</p> </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <p><u>[Signature]</u> (Signature)</p> </div> <div style="width: 45%;"> <p>In Presence of <u>77 Main St.</u> (Address)</p> </div> </div>		
<div style="text-align: center; margin-bottom: 10px;"> United States Of America, General Services Administration, Public Buildings Service. </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p><u>[Signature]</u> (Signature)</p> </div> <div style="width: 45%;"> <p>Contracting Officer (Official Title)</p> </div> </div>		

3.) The Government shall pay the Lessor for the total cost of the Tenant Improvements as follows:

The Government and the Lessor have agreed that the total cost of the Tenant Improvements shall be \$321,654.92. The Tenant Improvement cost includes all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the Tenant Improvements by the anticipated date of completion.

Any changes of the Construction Drawings which result in a financial change to the lease agreement, of any type, must be approved, in writing, by the GSA Contracting Officer.

A portion of the Tenant Improvement costs, \$283,887.08, shall be amortized over the first seven (7) year firm term of the lease agreement at an interest rate of eight percent (8.00%) paid monthly in arrears. The annual cost of the amortized portion of the Tenant Improvement cost is \$53,096.64 paid monthly in arrears in the amount of \$4,424.72 and shall be part of the total monthly rental payment.

The remaining balance of the total cost of the Tenant Improvements is \$37,767.84 [\$321,654.92 - \$283,887.08] and shall be paid by a lump-sum-payment upon the substantial completion and acceptance by the Government of the tenant improvements necessary to finish the interior of the leased space as depicted on the referenced Construction Drawings. All fees, permits and architectural plans are the responsibility of the Lessor and are included in the lump-sum-payment amount.

The original invoice must be submitted directly to the GSA Finance Office at the following address:

General Services Administration
FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration
Attn: Richard Reynolds
Leasing Contracting Officer
10 Causeway Street, 10th Floor
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 quantity of the items delivered
- GSA PDN # *PS 0022641*

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

The Lessor hereby waives restoration as a result of all improvements.

Upon the completion of the Tenant Improvements and the acceptance thereof by the Government, the rent commencement date and the rent schedule (including the Shell Rent Operating Costs, and the amortized Tenant Improvement Cost) shall be established by a subsequent Supplemental Lease Agreement.

4.) Paragraph 19 of the Lease is hereby deleted in its entirety and replaced with the following:

"TENANT IMPROVEMENT ALLOWANCE: Referencing Paragraph 3.2 of the SFO, Lessor has included in the rental rate a Tenant Improvement (TI) Allowance in the amount of \$283,887.08 calculated at \$52.81 per BOMA Office Area Square Foot, and amortized over seven (7) years at the rate of eight (8%) percent. The Government may return to the Lessor any unused portion of the TI Allowance in exchange for a decrease in rent according to the amortization rate and the Lessor and the Government shall confirm said rental adjustment, if any, in writing by execution of a Supplemental Lease Agreement. Lessor and Government also agree that the TI Allowance shall be fully amortized at the end of the seventh year of the Lease Term."

5.) Upon full execution and delivery of this Supplemental Lease Agreement (SLA) the Lessor can consider this as a Notice to Proceed with the Tenant Improvement construction. The date of completion and acceptance by the Government shall be no later than eighty (80) working days from the date of execution and delivery by the Government of this "Notice to Proceed".

6.) Paragraph 5 of the Lease is hereby deleted in its entirety and replaced with the following:

"THE GOVERNMENT SHALL PAY to the Lessor, commencing on the Commencement Date and in accordance with Paragraph 20 of the General Clauses of the Lease, rent as follows:
Years 1 through 7: Annual rent of \$190,500.27 calculated at \$30.82 per RSF (\$35.44 per ABOA SF) and payable at the rate of \$15,875.02 per month, in arrears and;
Years 8 through 10: Annual rent of \$142,163 calculated at \$23.00 per RSF (\$26.46 per ABOA SF) and payable at the rate of \$11,846.92 per month, in arrears, via Electronic Funds Transfer to:
Norwich Community Development Corporation,
77 Main Street,
Norwich, CT 06360

Rent for a lesser period shall be prorated on a per diem basis. The Government shall have the right to use up to fourteen (14) parking spaces at no additional charge. One of these spaces shall be marked as reserved for use solely by the Government."

7.) Paragraph 8 of the Lease is hereby deleted in its entirety and replaced with the following:

"FREE RENT AND BROKERAGE COMMISSION: In accordance with paragraph 2.3 of the SFO, "Broker Commission and Commission Credit", CBRE ("CBRE") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and CBRE have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease ("Commission"). The total amount of the Commission is [REDACTED]. In accordance with the "Broker Commission and Commission Credit" paragraph of the SFO, CBRE has agreed to forego [REDACTED] of the Commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED] to be paid upon lease commencement and the remaining [REDACTED] will be paid to CBRE upon lease execution.

The shell rental portion of the annual rental payments (\$15.10 per RSF x 6,181 RSF = \$93,333.10 or \$7,777.76 per month) due and owing under Paragraph 5 of this lease shall be reduced to fully recapture this Commission Credit. The total reduction in shell rent related to the commission credit is [REDACTED] and shall commence with the first month of the rental payment and continue through the fourth month of the lease term as indicated in the following schedule of adjusted Monthly Rent:

- First Month's Rental Payment of \$15,875.02 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent
- Second Month's Rental Payment of \$15,875.02 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent
- Third Month's Rental Payment of \$15,875.02 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent
- Fourth Month's Rental Payment of \$15,875.02 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fourth Month's Rent"

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