

Supplemental Lease Agreement
Number 1

Lease Number: LCT04615

Date:

Feb 9, 2012

131 West Street, Danbury, CT 06810-6376

THIS AGREEMENT, made and entered into this date by and between SALAME PLAZA, LLC
whose address is 131 West Street
Danbury, CT 06810-6371

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 tenant improvement allowance and set a Commencement Date.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective *Feb 9, 2012* as follows:

To modify the language as stated in the SF2, dated January 21, 2010:

1. To set and confirm the Commencement Date and Termination Date as required in Paragraph 2, Term, of the above said SF-2:

The Commencement Date of this Lease shall be December 28, 2011; the Termination Date of this Lease shall be December 27, 2021.

SLA 1 continues on page 2.

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

Lessor, SALAME PLAZA, LLC

By

Albert Salame
(Signature)

In Presence of

(Signature)

Member
(Title)

131 West St, Danby, CT 06810
(Address)


(Signature)


(Official Title)

2. To modify the language as stated in the SF2, paragraph 4, The Government Shall Pay, dated January 21, 2010 by striking the first paragraph beginning with, "Years 1 through 7," and substituting therefore:

"Years 1 through 7: Annual rent of \$176,385.24 payable at the rate of \$14,698.77 per month in arrears and subject to CPI calculations per Paragraph 4.3 of the Solicitation For Offers Number 8CT2030, dated March 17, 2009 (hereinafter, the "SFO")."

3. To modify the language as stated in the SF2, paragraph 16, Tenant Improvement Allowance, dated January 21, 2010 by striking all the language and substituting therefore:

"16. TENANT IMPROVEMENT ALLOWANCE: Referencing Paragraphs 3.2 & 3.3 of the SFO, Lessor has included in the rental rate a Tenant Improvement (TI) Allowance in the amount of \$257,267.71, calculated at approximately \$52.8162 per BOMA Office Area Square Foot, and amortized over seven (7) years at the interest rate of 8.00 %. 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 at the beginning of the eighth (8th) year of the Lease Term, the rental rate will be reduced by \$33,479.36 to reflect full amortization of TI Allowance and the step in the shell rental rate, as indicated in Paragraph 4."

4. To modify the language as stated in the SF2, paragraph 19, Commission and Credit, dated January 21, 2010 by striking all the language and substituting therefore:

"19. COMMISSION AND CREDIT: The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease. The firm term value of the Lease is seven (7) years multiplied by the total annual rental of [REDACTED] equaling [REDACTED]. The total amount of the commission paid to the Broker by the Lessor is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker 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] and shall be paid in two payments of [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

Notwithstanding Paragraph 4 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture 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:

First month's rental payment is \$14,698.77. The Shell Rent is \$7,618.52. The rental payment minus the prorated Commission Credit of [REDACTED] equals [REDACTED] which shall be the adjusted first month's rent.

Second month's rental payment is \$14,698.77. The Shell Rent is \$7,618.52. The rental payment minus the prorated Commission Credit of [REDACTED] equals [REDACTED] which shall be the adjusted second month's rent."

SLA 1 continues on page 3.

5. Lump Sum Payment of the Tenant Improvement Allowance overage:

As the Government has accepted the space provided by the Lessor, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$65,146.29 (see calculation below), upon receipt of an original invoice.

Lump Sum Payment calculation:

Total Tenant Improvement Allowance agreed to in NTP	\$324,689.87
Minus unused Change Order Contingency	(\$2,275.87)
Minus Tenant Improvement Allowance amortized in Rent	<u>(\$257,267.71)</u>
equals Lump Sum Payment	\$65,146.29

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 T. Reynolds
 10 Causeway Street, RM 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 quantity of the items delivered
- GSA PDN # PS0022177

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

Lessor Initials:  Government Initials: 