

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 03
	TO LEASE NO.: GS-01P-LCT04847
ADDRESS OF PREMISES: 280 TRUMBULL STREET, HARTFORD, CT (CT3444)	PDN Number: PS0029093

THIS AMENDMENT is made and entered into between **GRUNBURG 280 TRUMBULL, LLC**, whose address is: 280 Trumbull Street, 15th Floor, Hartford CT06103, 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: establish the Rent Commencement Date, adjust the Annual Rent and Broker Commission Credit, reduce the number of reserved parking spaces, modify the fire suppression requirements, and to order tenant improvements which exceed the Tenant Improvement Allowance.

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 **August 11, 2014** as follows:

- 1. TERM/RENT COMMENCEMENT:** "Lease Term" on page 1 of the Lease is hereby deleted in its entirety and the following is substituted in its place:

"To have and to hold the said premises with its appurtenances for a term commencing on August 11, 2014 (the "Rent Commencement Date") and continuing through to August 10, 2024 (the "Termination Date") subject to termination and renewal rights as may be hereinafter set forth."

- 2. Parking:** Paragraph 1.02(A) of the Lease is hereby modified to reduce the number of structured parking spaces reserved to the Government from three (3) to two (2) parking spaces.
- 3. Fire Suppression System:** Paragraph 2, entitled "Fire Suppression", of Exhibit B to the Lease, "Additional Requirements", is hereby modified to state that the fire suppression system must be of the type "Wet".

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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: _____
Name: _____
Title: HUMAN RESOURCES SYNDICATE
Entity Name: GRUNBURG 280 TRUMBULL LLC
Date: 9/25/14

FOR THE GOVERNMENT

Signature: _____
Name: Michael G. Strobel
Title: Leasing Contracting Officer
GSA, Public Buildings Service,
Date: OCT 03 2014

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: HEATHER DEANICH
Title: OFFICE ASSISTANT
Date: 9/25/14

4. **Rent and Other Consideration:** Paragraph 1.03(A) 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:

	FIRM TERM	NON-FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$44,477.28	\$79,569.33
TENANT IMPROVEMENTS RENT ²	\$48,519.16	\$0.00
OPERATING COSTS ³	\$40,890.67	\$40,890.67
BUILDING SPECIFIC SECURITY ⁴	\$7,186.59	\$0.00
PARKING	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$141,073.70	\$120,460.00

¹ Firm Term Shell Rent calculation: \$8.31 per RSF multiplied by 5,353 RSF; Non-Firm Term Shell Rent calculation: \$14.86 per RSF multiplied by 5,353 RSF.

² The Tenant Improvement Allowance of \$209,140.05 is amortized at a rate of 6.0 percent per annum over the Firm Term.

³ Operating Costs rent calculation: \$7.64 per RSF multiplied by 5,353 RSF. The actual Operating Costs for the Non-Firm Term shall reflect adjustments pursuant to Paragraph 2.09, "Operating Costs Adjustment", of the Lease.

⁴ Building Specific Security Costs of \$30,997.55 are amortized at a rate of 6.0 percent per annum over the Firm Term.

5. **Broker Commission and Commission Credit:** Paragraph 1.04 of the Lease is hereby deleted in its entirety and replaced with the following:

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:

Month 1 Rental Payment \$11,756.14 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.*

Month 2 Rental Payment \$11,756.14 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.*

Month 3 Rental Payment \$11,756.14 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3rd Month's Rent.*

Month 4 Rental Payment \$11,756.14 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 4th Month's Rent.*

Month 5 Rental Payment \$11,756.14 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 5th Month's Rent.*

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

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INITIALS:


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6. PAYMENT FOR TENANT IMPROVEMENTS:

- A. Paragraph 1.08 of the Lease, "Tenant Improvement Allowance", as the same may have been amended, is hereby amended to state that the Tenant Improvement Allowance to be amortized in the Annual Rental Rate is **\$209,140.05**.
- B. In a Lease Amendment No. 02, dated May 16, 2014, the Government issued a Notice to Proceed for the tenant improvements in the amount of **\$204,403.45**. In correspondence dated July 25, 2014, the Government issued a Notice to Proceed for a Change Order No. 02 in the amount of **\$4,736.60**. The total cost of this work, **\$209,140.05** shall be amortized in the Annual Rental Rate as set forth in Paragraph 1.08 of the Lease.
- C. In correspondence dated May 29, 2014, the Government issued a Notice to Proceed for a Change Order No. 01 in the amount of **\$27,033.60**. In complete satisfaction for the work provided therein and acceptance of the space, the Government will pay the Lessor **\$27,033.60** in a lump sum payment.
- a. Said **\$27,033.60** shall be funded by the following Reimbursable Work Authorization ("RWA"): **N1001231**.
- D. An original invoice must be submitted directly to the GSA Finance Office at the following address:
 General Services Administration
 Fort Worth Finance
 FTS and PBS Payment Division (7BCP)
 819 Taylor Street, P.O. Box 17181
 Fort Worth, TX 76102-0181

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

General Services Administration
 Real Estate Acquisition Division
 Thomas P. O'Neill Federal Building
 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 quantity of the items delivered
- PDN #: **PS0029093**

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

INITIALS:


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