

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No.2
	TO LEASE NO. GS-01B-04891
ADDRESS OF PREMISES: 15 Thames Street, Groton, CT 06340-3652	PDN Number: PS00NA

THIS AMENDMENT is made and entered into between: **Nineteen Thames Street Partnership**, whose address is: c/o O,R & L Commercial Real Estate, 2 Summit Place, Branford CT 06405-4100, 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 accept the space as substantially complete and establish a rent start date.

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 upon execution by the Government as follows:

- 1) The Government issued a Notice to Proceed on January 7, 2014 the amount of \$138,895.68. Of this amount, \$20,714.97 shall be paid in a lump sum. The remainder is amortized in the rent. Lessor shall invoice for this amount in the same manner as invoicing for change orders.
- 2) The Government hereby accepts the space as substantially complete on May 16, 2014. Accordingly, the lease term and rent payments shall commence on May 16, 2014 and terminate on May 15, 2024, subject to termination rights as specified in the Lease.
- 3) The shell rent shall be decreased by \$0.30 per rentable square foot, in consonance with Section 1.03.D of the Lease, for the firm term of the Lease. Accordingly, the annual rent as stated in lease paragraph 1.03A is hereby modified as follows:

Con't on next page

This Lease Amendment contains 2 pages.

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

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

FOR THE LESSOR:

[Redacted Signature]

Signature: _____
 Name: Nicholas J. Gorra
 Title: Co-Managing Partner, duly authorized
 Entity Name: Nineteen Thames Street Partnership
 Date: 8/25/14

FOR THE GOVERNMENT:

[Redacted Signature]

Signature: _____
 Name: George
 Title: Lease Contracting Officer
 GSA, Public Buildings Service, 1PRL
 Date: August 28, 2014

WITNESSED FOR THE LESSOR BY:

[Redacted Signature]

Signature: _____
 Name: _____
 Title: _____
 Date: 8/25/14

	FIRM TERM (YEARS 1-7)	NON-FIRM TERM (YEARS 8-10)
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$49,209.60	\$53,961.60
TENANT IMPROVEMENTS RENT ²	\$ 21,403.96	\$ 0
OPERATING COSTS ³	\$ 12,288.93	\$ 12,288.93
BUILDING SPECIFIC SECURITY	\$ N/AP	\$ N/AP
PARKING	\$ N/AP	\$ N/AP
TOTAL ANNUAL RENT	\$82,902.49	\$66,250.53

¹Shell rent (Firm Term) calculation: \$18.64000 per RSF multiplied by 2,640 RSF

²The Tenant Improvement Allowance of \$118,180.71 is amortized at a rate of 7 percent per annum over 7 years.

³Operating Costs rent calculation: \$4.65489 per RSF multiplied by 2,640 RSF

4) Paragraph 1.04 "Broker Commission and Commission Credit" is hereby deleted and replaced with the following:

- A. Savills Studley, Inc. (fka Studley, 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 Savills Studley, 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 \$6,908.54 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.*

Month 2 Rental Payment \$6,908.54 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.*

Month 3 Rental Payment \$6,908.54 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3rd Month's Rent.*

5) The firm term of the lease shall be amended such that it shall change from five (5) to seven (7) years.

INITIALS: WJG
LESSOR

& 
GOVT
828-14