

SUPPLEMENTAL LEASE AGREEMENT

FEB 27 2012

SUPPLEMENTAL LEASE AGREEMENT NO. 3	TO LEASE NO. LCT04709	DATE	PAGE 1 of 2
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ADDRESS OF PREMISES
1000 Lafayette Blvd, 10th Floor, Bridgeport, CT Building # CT3360

THIS AGREEMENT, made and entered into this date by and between BRIDGEPORT LAFAYETTE 2005, LLC

whose address is c/o Hampshire Companies
83 South Street
Morristown, NJ 07960-4105

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 order tenant improvements which exceed the tenant improvement allowance.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective April 13, 2011, as follows:

- I. In separate correspondence dated October 12, 2010, the Government issued a Notice to Proceed for Tenant Improvements in the amount of \$848,117.75. The Contractor base bid amount of \$709,338, plus design fees of \$157,070, plus change orders in the amount of \$132,869.63 brought the final Tenant Improvement costs to \$999,277.63. The final Change Order Log showing the approved change orders in amount of \$132,869.63 is attached and hereto made a part of this lease.
- II. The lease contained a TI Allowance of \$548,702.37. As previously mentioned, the total TI Cost was \$999,277.63 minus TI Allowance of \$548,702.37 leaves a TI Allowance Overage balance of \$450,575.26. Supplemental Lease Agreement (SLA) Number 1 ordered a lump sum payment in the amount of \$299,415.38 to be funded by the following Reimbursable Work Authorization (RWA) N1288399.
- III. Paragraph II. Of Supplemental Lease Agreement (SLA) Number 1 is amended as follows: strike "RWA # N1288399 - \$299,415.38" and replace it with "RWA # N1215302 - \$299,415.38."
- IV. The TI Allowance Overage balance of \$450,575.26 is reduced by the aforementioned SLA#1 by the RWA funding Amount of \$299,415.38. \$450,575.26 minus \$299,415.38 equals a remaining balance of **\$151,159.88**. The Government hereby orders the additional balance of **\$151,159.88**.
- V. The additional \$151,159.88 will be funded by the following Reimbursable Work Authorization(s) (herein referred to as "RWA"):
 - N1215302 in the amount not to exceed **\$59,703.43**
 - N1288399 in the amount not to exceed **\$91,456.45**.

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IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

Bridgeport Lafayette 2005, LLC By: Hampshire Partners Fund VI, L.P. By: Hampshire Partners LLC		LESSOR	
SIGNATURE		NAME OF SIGNER	Mark S. Rosen, Senior Vice President
ADDRESS	By: Mark S. Rosen, Senior Vice President 15 Maple Avenue, Morristown, NJ 07960		
IN PRESENCE OF			
SIGNATURE		NAME OF SIGNER	
ADDRESS			
UNITED STATES OF AMERICA			
SIGNATURE		NAME OF SIGNER	MICHAEL STROBEL
		OFFICIAL TITLE OF SIGNER	

- VI. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of **\$151,159.88** upon receipt of an original invoice after completion, inspection, and acceptance of the space by the Contracting Officer. 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: Michael Strobel
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 # PS0018723

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

- VII. The Lessor's address, as written in the Lease agreement, is incorrect. It is hereby deleted and replaced with the following address: Bridgeport Lafayette 2005, LLC, c/o Hampshire Companies, 83 South Street, Morristown, NJ 07960-4105.

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

All other terms and conditions remain in full force and effect.

END OF SLA # 3

