

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 1	TO LEASE NO. GS-01B-04676	DATE 6-24-10	PAGE 1 of 2
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ADDRESS OF PREMISES

97 Barnes Road, Wallingford, CT, 06492-1885

THIS AGREEMENT, made and entered into this date by and between 97 Barnes Road, LLC

whose address is: c/o Levey Miller Maretz Commercial Realtors
1768 Litchfield Turnpike
Woodbridge, CT 06525

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 add an additional 653 BRSF (596 BOASF) of office and related space on the first floor for use by the United States Government. All terms and conditions of the lease shall apply to this expansion space.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended upon execution by the Government as follows: **Paragraphs 1, 5, 8, 11, 12, and 19 of the Lease are hereby deleted in their entirety and replaced with the following:**

1. **LESSOR HEREBY LEASES TO THE GOVERNMENT AND THE GOVERNMENT HEREBY LEASES FROM THE LESSOR THE FOLLOWING DESCRIBED PREMISES:** An area of 2,711 Rentable Square Feet (RSF) yielding 2,467 BOMA Office Area Square Feet (BOASF), with a blended Common Area Factor of 1.099%, of office and general purpose space located on the first floor of the building located at 97 Barnes Road, Wallingford, CT 06492 (hereinafter the "Building") known also as unit #200; and identified on the plan entitled "Floor Plan" and attached hereto as Exhibit A and by this reference made a part hereof; including the use of twelve (12) surface parking spaces and twelve (12) reserved surface parking spaces, all improvements and all amenities being collectively hereinafter referred to as the "Premises" or the "Leased Premises", all of which are leased to the Government together with any and all appurtenances, rights, privileges and easements now or hereafter benefiting, belonging or appertaining thereto, including without limitation use of all common areas and facilities, and rights of ingress and egress to the Building, the Leased Premises and all common areas and appurtenances, to be used for general Government purposes as determined by the General Services Administration.
5. **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 5: Annual rent of \$85,350.74 payable at the rate of \$7,112.56 per month, in arrears;
Years 6 through 10: Annual rent of \$65,823.08 payable at the rate of \$5,485.26 per month, in arrears, via Electronic Funds Transfer to:

97 Barnes Road, LLC
c/o Levey Miller Maretz Commercial Realtors
1768 Litchfield Turnpike
Woodbridge, CT 06525

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

97 Barnes Road, LLC LESSOR	
SIGNATURE <i>Laurence P. Coassin</i>	NAME OF SIGNER Laurence P. Coassin, Its Manager
ADDRESS	

IN PRESENCE OF	
SIGNATURE <i>Lynn E. Dombrowskas</i>	NAME OF SIGNER Lynn E. Dombrowskas
ADDRESS	

UNITED STATES OF AMERICA	
SIGNATURE <i>Steven M. Smith</i>	NAME OF SIGNER Steven M. Smith
	OFFICIAL TITLE OF SIGNER Contracting Officer

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Rent for a lesser period shall be prorated on a per diem basis. The Government shall have the use of twelve (12) surface parking spaces and twelve (12) reserved surface parking spaces during the term of the lease at no additional charge.

8. **FREE RENT AND BROKERAGE COMMISSION:** In accordance with paragraph 2.2 of the SFO, "Broker Commission and Commission Credit", Studley, Inc. ("Studley") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Studley have agreed to a cooperating lease commission of [REDACTED] of the firm term aggregate 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, Studley 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] which shall be due upon lease commencement and the remaining [REDACTED] will be paid to Studley, Inc upon lease execution. The shell rental portion of the annual rental payments (\$10.51 per RSF x 2,711 RSF = \$28,492.61 or \$2,374.38 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 \$7,112.56 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent,
 - Second Month's Rental Payment of \$7,112.56 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent,
 - Third Month's Rental Payment \$7,112.56 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent, and
 - Fourth Month's Rental Payment \$7,112.56 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fourth Month's Rent.
11. **TAX ADJUSTMENTS:** Referencing Paragraph 4.2 "Tax Adjustment" of the SFO, the percentage of Government occupancy of 97 Barnes Road for real estate tax purposes is agreed to be 11.7578% (2,711 RSF/23,057 RSF).
12. **OPERATING COSTS:** Referencing Paragraph 4.3 "Operating Costs" of the SFO, the base rate for the cost of services (hereinafter, the "Operating Costs Base") shall be \$28,817.93. This operating cost base shall be subject to annual adjustment as provided for in Paragraph 4.3 of the SFO entitled "Operating Costs".
19. **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 \$115,241.56 calculated at \$46.713240 per BOMA Office Area Square Foot (over 2,467 BOASF), and amortized over five (5) 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 fifth year of the Lease Term.

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

Initials: HL & SLB
Lessor Gov't