

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

LEASE NO. LCT04598

MAR 25 2010

THIS LEASE, made and entered into this date by and between BRIDGEPORT LAFAYETTE 2005, LLC, whose address is c/o The Hampshire Companies, 83 South Street, Morristown, NJ 07960 and whose interest in the property hereinafter described is that of owner, hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the consideration hereinafter mentioned, covenant and agree as follows:

1. LESSOR HEREBY LEASES TO THE GOVERNMENT AND THE GOVERNMENT HEREBY LEASES FROM THE LESSOR THE FOLLOWING DESCRIBED PREMISES: An area of 9,930 Rentable Square Feet (RSF) (8,490 ANSI/BOMA Square Feet (USF)), with a Common Area Factor of one point one six nine six (1.1696) of office and general purpose space located in 1000 Lafayette Boulevard, attached as Exhibit A "Leased Premises", of the building including 19 (19) secure, covered and reserved parking spaces, identified on the plan entitled "1000 Lafayette Exclusive Parking" and attached hereto as Exhibit B, and by this reference made a part hereof along with all parking, 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.
2. TERM: TO HAVE AND TO HOLD the said Premises with their appurtenances for a term of ten (10) years commencing on the next business day, excluding Saturdays, Sundays and Federal Holidays, following the Delivery of the Leased Premises in full compliance with the terms and conditions of Paragraph 1.7 hereof (the "Commencement Date"), and ending ten (10) years thereafter, unless extended as provided herein or as may be allowed at law or in equity (the "Lease Term"). Upon actual determination of the Commencement Date, and consequently the Lease Term, the Lessor and the Government shall confirm in writing the Commencement Date and the Termination Date of the Lease and the Government's acceptance of the Leased Premises by execution and delivery of a Supplemental Lease Agreement.
3. TERMINATION RIGHT: THE GOVERNMENT MAY TERMINATE this Lease in whole or in part at any time on or after the last day of the fifth (5th) year by giving at least one hundred eighty (180) days' prior notice in writing to the Lessor and no rental shall accrue after the effective date of termination.
4. THE GOVERNMENT SHALL PAY to the Lessor, commencing on the Commencement Date and in accordance with Paragraph 23-27 of the General Clauses of the Lease, rent as follows:

 Years 1 through 5: Annual rent of \$367,468.98, calculated at Shell Rent of \$169,902.30, Operating Cost Base of \$97,512.60 and Tenant Improvement Rent of \$100,054.08, and payable at the rate of \$30,622.42 per month in arrears and subject to CPI calculations per Paragraph 3.6 B of the Solicitation For Offers Number 5CT0017 (hereinafter, the "SFO"),

 Years 6 through 10: Annual Rent of \$279,033.00, calculated at Shell Rent of \$181,520.40 and Operating Cost Base of \$97,512.60 payable at a rate of \$23,252.75 per month in arrears and subject to CPI calculations per Paragraph 3.6 B of the SFO, via Electronic Funds Transfer to:

Bridgeport Lafayette 2005, LLC
c/o The Hampshire Companies
83 South Street
Morristown, NJ 07960

Rent for a lesser period shall be prorated on a per diem basis. The Tenant Improvement Allowance components to the rental rate shall be fully satisfied at the end of the fifth (5th) year.

5. THE LESSOR SHALL FURNISH TO THE GOVERNMENT, for the stated rental consideration specified in Paragraph 4 above and at no further cost or expense to the Government, the following:

- (a) The Leased Premises, and all appurtenances, rights and privileges as described in Paragraph 1 hereof;
- (b) All requirements including, but not limited to, all services, utilities, compliance activities and efforts, alterations, improvements, build out (except for lump sum reimbursable items), and maintenance, repair and replacement requirements, all as specified in or contemplated by the SFO, attached hereto and by this reference made a part hereof;
- (c) All construction in accordance with the SFO, including, without limitation, all provisions of the Architectural Finish Section of the SFO and the Approved Government Layout Drawings, Finish and Door Schedules, as further described herein, and attached hereto and made a part hereof.
- (d) All provisions and specifications of the Lessor's Best and Final proposal dated June 25, 2008, submitted in response to the SFO and the Government's request for Best and Final Offers on June 16, 2008;
- (e) All services, including, without limitation, construction drawings and specifications, engineering and architectural services, and all permitting and approval requirements as are necessary to effect the construction and delivery of the Leased Premises in accordance with the requirements described herein; and
- (f) All rights, reservations of rights, privileges and the like specified in, described by, or contemplated by this Lease.

6. IN REFERENCE TO BUILDOUT AND DELIVERY of the Leased Premises, the Lessor agrees to the following:

- (a) In no event shall the Leased Premises be deemed to be ready for occupancy unless the same shall comply fully with all provisions of this Lease, including, but not limited to, the substantial completion of all improvements, requirements and construction in accordance with the specifications contained in this Lease, the SFO and the Approved Government Layout Drawings and Finish and Door Schedules, as referenced in Paragraph 5 above and all documents referenced in such SFO and in this Lease,
- (b) The phrase "substantial completion" (or "substantially complete") shall mean that all work necessary to deliver the Leased Premises in accordance with each and every requirement and specification of this Lease, and all other appurtenant things necessary for the Government's access to the Leased Premises and the full occupancy, possession, use and enjoyment thereof, shall have been completed or obtained, including, without limitation, all required reviews, approvals, consents and permits (including a final certificate of occupancy for the entirety of the Lease Premises allowing occupancy for each of the uses described in and by this Lease), excepting only such minor matters as do not interfere with or diminish such access, occupancy, possession, use or enjoyment. Further, as Lessor is aware, the security of the Leased Premises is of paramount concern to the Government and in no event will the Leased Premises be deemed "substantially complete" or ready for occupancy unless the security system for the Leased Premises in Section 9 of the SFO is fully operational, as determined by the Contracting Officer.
- (c) The Lessor hereby agrees that, as regards delivery of the Leased Premises to the Government ready for occupancy (hereinafter, "Delivery"):
 - (i) Time is of the essence.
 - (ii) Lessor shall effect Delivery on that date ninety (120) days following delivery of the Tenant Improvement Notice Proceeds (hereinafter the "Delivery Date").
 - (iii) Except with regard to such "Punch List" items as may be identified in the Acceptance Notice as defined in Paragraph 6(c)(v) hereof, it is a condition precedent to Delivery that all construction required under this Lease shall be substantially complete and comply with the requirements of FAR 52.246.12 and 21 and GSAR 552.246-71 (hereinafter, the "Regulations"), and by this reference made a part hereof, and all drawings, plans and specifications referenced in Paragraph 5 and that the Leased Premises otherwise fully comply with the requirements of this Lease.

- (iv) As required under the Regulations, not less than ten (10) calendar days prior to the date on which the Leased Premises will, in the Lessor's reasonable, professional opinion, be ready for occupancy by the Government (the "Proposed Readiness Date"), the Lessor shall deliver to the Government written notice of said Proposed Readiness Date. Unless the Contracting Officer determines that the Leased Premises are not ready for inspection, not more than ten (10) calendar days following the Proposed Readiness Date, the Government shall commence inspection of all construction required under this Lease for compliance with the Regulations, the plans and all terms and conditions of this Lease (hereinafter, the "Compliance Inspection").
- (v) It is a further condition precedent to Delivery hereunder that a satisfactory Compliance Inspection shall have been completed by the Government, and the Contracting Officer shall have delivered to the Lessor, written notice of the Government's acceptance of the Leased Premises as ready for occupancy (an "Acceptance Notice"), together with a Punch List or lists as contemplated in Paragraph 6(d) below, if applicable.
- (vi) Lessor's failure to deliver the entire Leased Premises substantially complete and ready for occupancy, as defined in this Paragraph 6, on the Delivery Date, shall be deemed to be an event of default pursuant to the Default in Delivery clause of this Lease, Paragraph 11 of GSA Form 3517, General Clauses of this Lease (the "General" Clauses"), attached hereto and by this reference made a part hereof.
- (vii) Government acceptance of the Leased Premises pursuant to the Compliance Inspection is an acknowledgment of the completion of the work inspected, but is not acceptance of conditions which cannot be fairly discovered until after the Government takes full operational occupancy, an acceptance of latent defects, a waiver of on-going compliance with performance-based specifications, standards and requirements, or a certification of compliance with laws, regulations or other approvals or requirements. Lessor shall remain fully responsible for all of these, and shall correct any conditions at its sole cost and expense upon written notice from the Government.
- (viii) Government review of Lessor-prepared and submitted construction drawings and subsequent comments on same do not constitute a deviation from any provision, condition or requirement of this Lease unless specifically identified as such in writing by the Government Contracting Officer.
- (d) If the Government accepts the Leased Premises as ready for occupancy and the Leased Premises are substantially complete but not fully complete, then the Government will provide to the Lessor after the Compliance Inspection a Punch List of Items remaining to be completed for all interior spaces in the Building (the "Interior Punch List Items") and a Punch List of all exterior items that remain to be completed (the "Exterior Punch List Items"). Both parties understand that completion of some exterior items such as landscaping, final paving, and other exterior improvements may not be possible until weather permits, which may be as late as 60 to 90 days after the date the Government deems the Leased Premises ready for occupancy. Lessor and the Government agree that in the event that the Interior Punch List Items have not been completed within 30 days after the date the Government deems the Leased Premises ready for occupancy, the Government shall have the right to withhold from payments of rent due a sum of money equal to one and one-half times the estimated cost of completion of the outstanding interior Punch List Items. In the event that the Lessor has not completed the Exterior Punch List Items within 90 days from the date the Government deems the Leased Premises ready for occupancy (or such shorter time as the Government determines in its reasonable judgment that weather conditions allow) the Government shall have the right to withhold from payments of rent due a sum equal to one and one-half times the estimated cost to complete the Exterior Punch List Items. Upon completion of the Interior Punch List Items, any sums retained by the Government to cover the Interior Punch List Items shall be promptly paid to the Lessor. Upon completion of the Exterior Punch List Items, any sums retained by the Government for completion of the Exterior Punch List Items shall be promptly paid to the Lessor. If either Exterior or Interior Punch List Items are not fully completed within ninety (90) calendar days after the date the Government deems the Leased Premises ready for occupancy, the Government may exercise its rights under Paragraph 15 of the General Clauses of the Lease and may avail itself of any other remedy available to the Government at law or in equity.
- (e) Lessor shall promptly notify the Government Contracting Officer of any inconsistency among or between any of the documents referenced herein, and the Government Contracting Officer shall promptly determine which shall control.

withhold

7. THE GOVERNMENT SHALL HAVE THE RIGHT but not the obligation, at its sole option and expense, to remove at any time during the term of this Lease any special equipment installed by Lessor for which Lessor was directly reimbursed by the Government as referenced above, unless such item is a fixture integral to the operation of the Building; in no event shall the following be considered fixtures integral to the operation of the Building: roof antenna(e) and/or dishes, security cameras and monitors.
8. THE GOVERNMENT AT ITS OWN EXPENSE shall be responsible for providing and installing telecommunications, computer cable, conventional furniture, systems furniture and certain special equipment prior to acceptance and occupancy of the Leased Premises. Outside contractors may be hired by the Government to perform this work. The Lessor shall allow early access to the Leased Premises as needed to inspect, measure, deliver and install such furniture, components, infrastructure and/or equipment at no cost or expense to the Government or its contractors. Lessor shall provide advance construction scheduling which shall allow sufficient time for successful completion of the work or installation of furniture, components infrastructure and/or equipment. Lessor shall work closely with the Government and Government contractors to coordinate scheduling of such work or installation at the appropriate stage(s) of construction. In no event shall any such early entry or access be deemed to be an acceptance of the space or the work performed at that point, nor shall any such early entry or access be deemed to in any way to have accelerated the Commencement Date for any purpose.
9. TAX ADJUSTMENTS: Referencing Paragraphs 3.5 "Tax Adjustment" of the SFO, the percentage of Government occupancy of the Building for real estate tax purposes is agreed to be 4.4154%. The Tax Base is established as \$27,608.23.
10. OPERATING COSTS: Referencing Paragraph 3.6 "Operating Costs" of the SFO, the base rate for the cost of services (hereinafter, the "Operating Costs Base") shall be \$97,512.30 per year. The Base Operating Cost shall be subject to annual adjustment as provided in Paragraph 3.6 B of the SFO.
11. VACANT PREMISES: Referencing Paragraph 3.13 "Adjustment for Vacant Premises" of the SFO, provided that the Government's failure to occupy all or any portion of the Leased Premises does not result from an event of default or failure to perform on the part of Lessor which remains uncured beyond any cure period as may be provided in this Lease, if the Government fails to occupy all or any portion of the Leased Premises or vacates the Leased Premises in whole or in part prior to the expiration of this Lease, the Lessor shall provide the Government with a proposal for review and consideration for reduction of the rental rate. Any rental paid by the Government after acceptance of the Leased Premises as described herein but prior to actual occupancy shall be less the cost for services and utilities.
12. OVERTIME USAGE: Pursuant to Paragraph 7.3, Overtime Usage, in SFO No. 5CT0017, upon request by the GSA Field Office Manager, the Lessor shall provide heating, ventilation, and air conditioning at any time beyond normal service hours (7:00 am to 6:00 pm), excluding Saturdays, Sundays, and federal holidays) at the rate of \$25.00 per hour.

13. CHANGE ORDERS: Unless explicitly authorized in advance and in writing by the Contracting Officer, any additional supplies or services, or any change to the specifications, terms or conditions of this Lease (hereinafter a "Change Order"), shall be deemed to be an unauthorized Change in Lease Terms or unauthorized Change Order. The Government shall not pay all or any portion of the cost, charge or expense associated with any such unauthorized Change In Lease Terms or unauthorized Change Order. The Government's occupant tenant is not authorized to administer this Lease and the General Services Administration assumes no responsibility for any costs incurred by the Lessor except as provided herein. All questions and issues pertaining to this Lease shall be referred to the Contracting Officer.
14. REPRESENTATIONS AND WARRANTIES OF LESSOR The Lessor hereby represents and warrants:
- A. That it has the right to enter into and perform its obligations under this Lease and that it has taken all necessary action and procured all necessary consents and grants of authority pursuant to entering into this Lease.
 - B. That no consent, approval or authorization of any person, including any governmental authority or other regulatory agency, is required in connection with the execution or performance of this Lease or the holding or use of the Leased Premises by the Government.
 - C. That (i) it has, or will have prior to the Commencement Date, all permits, certificates, licenses, orders, registrations, authorizations and other approvals (collectively, the "Permits") from all federal, state and local governmental or regulatory agencies, bodies, authorities or other public or private entities which it is required to hold or which are required to be issued to it, or which are necessary or desirable for lease of the Premises to the Government for its contemplated uses; (ii) that such Permits constitute all of the Permits which it is required to hold or have received under the laws, rules and regulations applicable to it or its business; (iii) that it is in full compliance with all terms, provisions and conditions thereof; and (iv) that all of such Permits are in full force and effect and none will lapse or be terminated, suspended or otherwise adversely affected upon or by reason of the execution and delivery of this Lease.
15. SATELLITE DISH/ANTENNA: The Government reserves the right to install additional satellite dishes or antennae at or on the Leased Premises [Building] at any time during the term of this Lease (as the same may be extended or renewed). All rights and privileges of the Government to install, use and access satellite dishes, antennas and/or related equipment are considered to be requirements of this Lease and shall be at no additional rent, charges, fees or costs to Government.
16. NOTICES: All notices and other communication which is required or permitted by this Lease shall be in writing and delivered by personal service, sent by registered or certified first class US mail, postage prepaid, properly addressed, or by regular overnight delivery service such as Federal Express, if intended for the Lessor to Robert Martin at the address first set forth above, or as follows:

Bridgeport Lafayette 2005, LLC
Kim Stirba-Reynolds
c/o The Hampshire Companies
83 South Street
Morristown, NJ 07960
973-734-4233

and if intended for the Government, to the below-named Contracting Officer at the following address:

General Services Administration Public Buildings Service
Michael Strobel
10 Causeway Street
Room 1075
Boston, MA 02222

or to such other address as shall be given in writing by any party to the other.

17. TENANT IMPROVEMENT ALLOWANCE: Referencing Paragraphs 1.10 & 1.11 of the SFO, Lessor has included in the rental rate a Tenant Improvement (TI) Allowance in the amount \$47.31 per BOMA Office Area Square Foot, and amortized over five (5) years at the interest rate of 9.00 %. 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.

18. CHANGE OF OWNERSHIP: If during the term of this Lease, including extensions, title to this property is transferred to another party by sale, foreclosure, condemnation, or other transaction, the Lessor (transferor) shall promptly notify the Contracting Officer of said transfer. The following information shall accompany notification:

- A. Certified copy of the deed transferring title to the property from the Lessor to the new owner;
- B. Letter from the new owner assuming, approving, and agreeing to be bound by the terms of this Lease;
- C. Letter from the Lessor waiving all rights under this Lease against the Government up to the effective date of transfer;
- D. New owner's full legal name. If ownership is held in a Corporation, indicate State of incorporation; if a Partnership, list all partners; if a Limited Partnership or Limited Liability Corporation/Company, list all general partners or members and identify under which State the partnership or LLC was created; if a Trust, give names of all trustees and recording date of Trust.

E. Execution of GSA FORM 3518, which includes new owner's Tax ID number, DUNS number and CCR registration. All foregoing information must be received by the fifteenth day of the month in which the transfer of title will be affected. The rent for that month, adjusted in accordance with the effective date of transfer, will be processed to the transferor, and the initial rental payment to the transferee, will be processed on the first day of the second month following the transfer of title.

If the notification of transfer and related information is not received until the sixteenth day of the month or later in which the transfer of title will be affected, the full contract rental for that month will be forwarded to the transferor. In this instance, it will be the responsibility of both the transferor and the transferee to submit in conjunction with other requested information, a letter of agreement regarding disposition of the monthly rent with respect to the effective date of transfer. In any instance, failure to submit documentation required for a transfer of title will result in a stop payment of rent until such time all documentation is received by the Contracting Officer.

19. RESTRICTION ON DISSEMINATION OF PLANS, DRAWINGS AND SPECIFICATIONS: Associated plans, drawings, or specifications provided under this Lease are intended for use by the Lessor, contractors, subcontractors and suppliers. In support of this requirement, GSA requires Lessor to exercise reasonable care when handling documents relating to building drawings/plans, security equipment, security equipment installations, and contract guard service, by the following means:

- A. Limiting reproduction and/or dissemination of covered materials only to persons/parties related to this acquisition or otherwise authorized to receive such information;
- B. Making every possible reasonable and prudent effort to prevent unauthorized disclosure of this information;
- C. Keeping accurate and detailed records as to the identity of persons having access to or receiving copies of plans, drawings or specifications;
- D. Continuing the efforts required above throughout the entire term of this Lease and for what specific time thereafter as may be necessary; and
- E. When need for documents has elapsed, destroying all copies.

20. 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 total amount of the commission is [REDACTED] (Annual Rent for Years one (1) through five (5) of \$367,468.98 multiplied by [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]. The Lessor agrees to pay the Commission net of the Commission Credit of [REDACTED] (half at lease execution and half at lease occupancy) 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 of \$30,622.42 (\$14,158.53 of which is shell rent), minus Commission Credit of [REDACTED] equals [REDACTED] adjusted first month's rent.

Second month's rental payment of \$30,622.42 (\$14,158.53 of which is shell rent), minus Commission Credit of [REDACTED] equals [REDACTED] adjusted second month's rent.

21. ATTACHMENTS: The following documents are attached hereto and by this reference made a part hereof:

- A. GSA Form 3517, General Clauses
- B. GSA Form 3518, Representations and Certifications
- C. SFO 65CT0017
- D. Exhibit A, Leased Premises
- E. Exhibit B, 1000 Lafayette [REDACTED] Exclusive Parking
- F. Electronic Fund Transfer Form - ACH Vendor form (SF3881)

22. CHANGES TO GSA FORM 3517 AND SFO:

(a) Section 2 of Form 3517 is hereby amended to provide that the Government shall remain fully and primarily liable for all obligations under the Lease on and after any assignment of the Lease by the Government.

(b) Section 6 of Form 3517 is hereby amended to provide that the Government may not substitute another Government Agency that will involve an increased amount of foot traffic from the public.



(c) Notwithstanding anything in Form 3517 or the SFO to the contrary, the Government acknowledges that it is presently in possession of the Premises, and that the Tenant Improvements will be performed in the Premises in stages. The Government will cooperate with Lessor to relocate personnel from applicable areas of the Premises in which the Tenant Improvements will occur. The Government and Lessor agree that the anticipated schedule for performance and completion of the Tenant Improvements is as follows: Lessor shall affect Delivery on that date one hundred twenty (120) days following delivery of the Tenant Improvement Notice to Process (hereinafter, "Delivery Date"), (refer to Paragraph 6 (c) ii of this lease). The Government agrees that it will continue to pay rent under the existing lease between Lessor and the Government for the Premises for each phase of the Premises while the Tenant Improvements are being performed in such phase of the Premises and until they are completed and accepted by the Government, at which point such existing lease shall be deemed terminated and rent under the Lease shall commence for such phase of the Premises.

(d) Section 10(b) of Form 3517 is hereby amended to provide that the Government's rights thereunder shall not apply until after Lessor has received its notice and cure rights, as set forth in Section 16(a)(i) of Form 3517.

(e) Section 11 of Form 3517 is hereby deleted

(f) Notwithstanding anything in Sections 12 or 23(a)(i) of Form 3517 to the contrary, the Government shall pay rent for any partial month in which completion of the Tenant Improvements occurs and is accepted by the Government.

(g) Section 17 of Form 3517 is hereby amended to provide that in the case of partial destruction or damage, so as to render the premises untenantable, as determined by the Government, the Government may terminate this lease by giving written notice to the Lessor within 15 calendar days of the fire or other casualty, rather than within 15 calendar days of such determination.

Initials/Date  & 
Lessor Government

(h) With regard to Subsequent Tenant Alterations, either (A) the Government will have Lessor perform the Alterations, in which event, Lessor shall have the right to include, in its bid price for the Alterations, the cost of removing, at the end of the term of the Lease, any portions of the Alterations that are not consistent with normal office build out or will be unusually expensive to remove, or (B) Lessor will retain the right to require that the Government, at its cost, remove any such portion of the Alterations that are not consistent with normal office build out or will be unusually expensive to remove, at the end of the term of the Lease.

(i) Regarding Sections 20(b) and 27 of Form 3517, the Government hereby accepts the usable and rentable square footage of the Premises as being 8,490 and 9,930, respectively, based upon as-build plans of the Premises.

(j) Section 26(a) of Form 3517 is hereby amended to provide that "financing institution" shall include any institutional lender that has a first mortgage on the Building.

(k) Section 26(c) of Form 3517 is hereby amended to provide that Lessor may furnish a copy of the Lease to any existing or potential lender or buyer of the Building.

(l) Section 28 of Form 3517 is hereby amended to provide that said Section does not apply to Jones Lang LaSalle, who has been retained by the Government in connection with the Lease.

(m) Section 48 of Form 3517 does not apply to the Lease because in accordance with Form 3518, Lessor is a Small Business.

(n) Lessor shall be entitled to written notice and a reasonable cure right regarding Section 16(a)(2) of Form 3517.

23. To the extent of any inconsistency between the terms of this Standard Form 2 (SF2) and any of the attachments, the terms of this SF2 shall govern.

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

LESSOR: BRIDGEPORT LAFAYETTE 2005, LLC
By: HAMPSHIRE PARTNERS FUND LP, its sole Member
By: HAMPSHIRE PARTNERS, LLC, its general partner
BY [Signature] President
(Signature) (Title)
IN PRESENCE OF: [Signature]

(Signature) PRINTED NAME OF WITNESS:

(Address of Witness)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY [Signature] Contracting Officer
(Signature) (Official title)