

Supplemental Lease Agreement Number 1

Lease Number: LCT04745

Date: 10/16/11

761 Main Ave, Norwalk, CT

CT3438

THIS AGREEMENT, made and entered into this date by and between iPark Norwalk, LLC

whose address is 761 Main Avenue
Norwalk, CThereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to increase the tenant improvement allowance.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective October 11, 2011 as follows:

To modify the language as stated in the SF2, dated February 17, 2011:

1. To increase the annual rent for years 1 through 5 due to the increase in the Tenant Improvement Allowance to \$997,889.65 as stated in the SF2, Paragraph 4, dated February 17, 2011 by striking only the first paragraph and substituting therefore:

"Years 1 through 5: Annual rent of \$835,351.47 calculated as Shell Rent of \$441,306.50 (\$21.10 per RSF), Operating Cost Base of \$154,314.00 (\$7.38 (rounded) per RSF), Tenant Improvements of \$225,976.90 (\$10.80 (rounded) per RSF), Building-Specific Security of [REDACTED] per RSF) and payable at the rate of \$69,612.62 rounded per month in arrears and subject to CPI calculations per Paragraph 4.3 of the Solicitation For Offers Number 8CT2070, dated July 9, 2010 (hereinafter, the "SFO")."

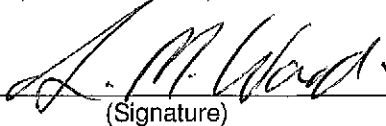
SLA 1 continued on page 2.

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 above date.

Lessor, iPark Norwalk, LLC

By

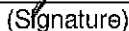

(Signature)

 Vice President
(Title)

In Presence of


(Signature)

United States Of America, General Services Administration, Public Buildings Service.


(Signature)

 LEASING CONTRACTING OFFICER
(Official Title)

Lessor's Initials

Gov't Initials

2. To modify the language as stated in the SF2, paragraph 16, dated February 17, 2011 by striking all the language and substituting therefore:

"Referencing Paragraphs 3.2 of the SFO, Lessor has included in the rental rate a Tenant Improvement (TI) Allowance in the amount of \$997,889.65, calculated at \$54.22 per ANSI/BOMA Office Area Square Foot, and amortized over five (5) years at the interest rate of 5%. 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."

3. To modify the language as stated in the SF2, paragraph 19, dated February 17, 2011 by striking all the language and substituting therefore:

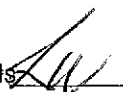
"The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the Aggregate Lease Value of this lease over the firm term. The total amount of the commission is [REDACTED] (rounded) (Annual Rent for Years one (1) through five (5) of [REDACTED]. The Lessor shall pay the Broker 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 (half at lease execution and half at lease occupancy) less the Commission Credit 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. The Commission less the Commission Credit is [REDACTED]."

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 \$69,612.62 (rounded) (of which \$36,775.54 is shell rent) minus prorated Commission Credit of [REDACTED] equals [REDACTED] (rounded) adjusted first month's rent.

Second month's rental payment of \$69,612.62 (rounded) (of which \$36,775.54 is shell rent) minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted second month's rent."

Lessor's Initials



Gov't Initials

