

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	SUPPLEMENTAL AGREEMENT NO. 1	DATE <b>3.24.11</b>
SUPPLEMENTAL LEASE AGREEMENT	TO LEASE NO. LCT04673	
ADDRESS OF PREMISES: 6 Armstrong Road, Shelton, CT 06484-4722		
THIS AGREEMENT, made and entered into this date by and between ARMSTRONG PARK ASSOCIATES whose address is: c/o Fusco Management, LLC, 555 Long Wharf Drive, Suite 14, New Haven, CT 06511-5901 hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereafter called the Government:		
WHEREAS, the parties hereto desire to amend the above Lease to set forth the rental rate:		
NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective _____, 2011, as follows:		
1. Replace the current language in lease LCT04673 paragraph 1 below:		
<p><b>LESSOR HEREBY LEASES TO THE GOVERNMENT AND THE GOVERNMENT HEREBY LEASES FROM THE LESSOR THE FOLLOWING DESCRIBED PREMISES:</b> An area of 5,994 Rentable Square Feet (RSF) (5,212 ANSI/BOMA Square Feet), with a Common Area Factor of 1.15, of office and general purpose space located on the 2nd floor of the building located at 6 Armstrong Road, Shelton, CT 06484-4722 (hereinafter the "Building"). 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. As part of the rental consideration, Lessor shall provide twenty-two (22) unenclosed, surface Parking Spaces located at the Premises. The Government shall have access to the above spaces 24 hours a day, 365 days a year.</p>		
WITH:		
<p><b>LESSOR HEREBY LEASES TO THE GOVERNMENT AND THE GOVERNMENT HEREBY LEASES FROM THE LESSOR THE FOLLOWING DESCRIBED PREMISES:</b> An area of 6,596 Rentable Square Feet (RSF) (5,736 ANSI/BOMA Square Feet), with a Common Area Factor of 1.15, of office and general purpose space located on the 2nd floor of the building located at 6 Armstrong Road, Shelton, CT 06484-4722 (hereinafter the "Building"). 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. As part of the rental consideration, Lessor shall provide twenty-two (22) unenclosed, surface Parking Spaces located at the Premises. The Government shall have access to the above spaces 24 hours a day, 365 days a year.</p>		
2. Replace the current language in lease LCT04673 paragraph 11 below:		
<p>The Lessor shall contribute a Tenant Improvement (hereinafter "TI") Allowance of \$243,469.41 towards the cost of TI. Such contribution has been included as part of the rental consideration set forth in Paragraph No. 12 below. The Lessor's contribution toward the TI cost shall be amortized over the five (5) year term of the lease at an interest rate of 7.00% per annum (\$9.65 per rentable square foot per annum). If the TI cost exceeds the Tenant Improvement Allowance of \$243,469.41, then the Government shall have the option to either (i) pay the Lessor the difference between \$243,469.41 and the total TI cost in a one-time lump sum payment upon Substantial Completion of the TI, acceptance thereof by the Government and submission of a proper invoice by the Lessor, or (ii) have the right to amortize the difference into the rent in the same manner as set forth above.</p>		

In the event the TI cost is less than \$243,469.41, only the actual TI cost shall be amortized into the annual rent at the same interest rate and in the same manner as set forth above and the rental rate set forth in Paragraph No. 12 below shall be reduced accordingly. Such additional payment or rental reduction, if applicable, will be memorialized in a Supplemental Lease Agreement. Please refer to paragraphs 3.2 and 3.3 herein for addition TI pricing information.

**WITH:**

The Lessor shall contribute a Tenant Improvement (hereinafter "TI") Allowance of \$358,374.05 towards the cost of TI. Such contribution has been included as part of the rental consideration set forth in Paragraph No. 12 below. The Lessor's contribution toward the TI cost shall be amortized over the five (5) year firm term of the lease at an interest rate of 7.00% per annum (\$12.91 per rentable square foot per annum). If the TI cost exceeds the Tenant Improvement Allowance of \$358,374.05, then the Government shall have the option to either (i) pay the Lessor the difference between \$358,374.05 and the total TI cost in a one-time lump sum payment upon Substantial Completion of the TI, acceptance thereof by the Government and submission of a proper invoice by the Lessor, or (ii) have the right to amortize the difference into the rent in the same manner as set forth above. In the event the TI cost is less than \$358,374.05, only the actual TI cost shall be amortized into the annual rent at the same interest rate and in the same manner as set forth above and the rental rate set forth in Paragraph No. 12 below shall be reduced accordingly. Such additional payment or rental reduction, if applicable, will be memorialized in a Supplemental Lease Agreement. Please refer to paragraphs 3.2 and 3.3 herein for addition TI pricing information.

**3. Replace the current language in lease LCT04673 paragraph 12 below:**

The Government shall pay the Lessor annual rental as follows:

For years 1 through 5 of the lease term, a total annual rental rate of \$31.08 per rentable square foot (rsf) for a total of \$186,290.19 per annum at the rate of \$15,524.18 per month in arrears as adjusted by operating cost escalations; provided, however, that the rent for the first two months shall be reduced in accordance with paragraph 15. Years 1 through 5 annual rental rate includes \$9.65 per rsf (\$57,860.20 per annum) for the amortization at an interest rate of 7.0% per annum for the Lessor's contribution to the TI cost.

For years 6 through 10 of the lease term, a total annual rental rate of \$23.00 per rentable square foot (rsf) for a total of \$137,839.00 per annum at the rate of \$11,486.58 per month in arrears as adjusted by operating cost escalations.

**WITH:**

The Government shall pay the Lessor annual rental as follows:

For years 1 through 5 of the lease term, a total annual rental rate of \$35.65 per rentable square foot (rsf) for a total of \$235,147.00 per annum at the rate of \$19,595.58 per month in arrears as adjusted by operating cost escalations; provided, however, that the rent for the first three months shall be reduced in accordance with paragraph 15. Years 1 through 5 annual rental rate includes \$12.91 per rsf (\$85,154.83 per annum) for the amortization at an interest rate of 7.0% per annum for the Lessor's contribution to the TI cost.

For years 6 through 10 of the lease term, a total annual rental rate of \$23.00 per rentable square foot (rsf) for a total of \$151,708.00 per annum at the rate of \$12,642.33 per month in arrears as adjusted by operating cost escalations.

**4. Replace the current language in lease LCT04673 paragraph 13 below:**

Jones Lang LaSalle ("JLL") is the authorized real estate broker representing the Government in connection with this lease transaction. The Lessor and JLL have agreed to a cooperating lease commission of 5% of the firm term value of this lease. The total amount of the commission is \$11,954.40. Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with Paragraph 2.2, "Broker Commission and Commission Credit" of the SFO portion of the lease, the Broker has agreed to forego 5% of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is \$11,954.40. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with Paragraph 2.2, "Broker Commission and Commission Credit" (\$11,954.40) of the commission shall be due upon the execution of the Lease, and the remaining \$11,954.40 shall be due at the lease commencement).

*bw*

The shell rental portion of the annual rental payments due and owing under Paragraph 12 of this Rider 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 through the second month of the lease term as indicated in the following schedule of adjusted Monthly Rent:

First month's rental payment (month 1) \$15,524.18 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted first month's rent.

Second month's rental payment (month 2) \$15,524.18 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted second month's rent.

Third month's rental payment (month 3) \$15,524.18 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted third month's rent.

**WITH:**

Jones Lang LaSalle ("JLL") is the authorized real estate broker representing the Government in connection with this lease transaction. The Lessor and JLL 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]. Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with Paragraph 2.2, "Broker Commission and Commission Credit" of the SFO portion of the lease, 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 [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with Paragraph 2.2, "Broker Commission and Commission Credit" [REDACTED] of the commission shall be due upon the execution of the Lease, and the remaining [REDACTED] shall be due at the lease commencement).

The shell rental portion of the annual rental payments due and owing under Paragraph 12 of this Rider 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 through the second month of the lease term as indicated in the following schedule of adjusted Monthly Rent:

First month's rental payment (month 1) \$19,595.58 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted first month's rent.

Second month's rental payment (month 2) \$19,595.58 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted second month's rent.

Third month's rental payment (month 3) \$19,595.58 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted third month's rent.

**5. Replace the current language in lease LCT04673 paragraph 15 below:**

For the purposes of operating cost escalations, in accordance with Paragraph 4.3 of the SFO portion of this Lease, the annual base cost of services is \$42,310.58 (\$7.06 rsf).

**WITH:**

For the purposes of operating cost escalations, in accordance with Paragraph 4.3 of the SFO portion of this Lease, the annual base cost of services is \$46,567.76 (\$7.06 rsf).

**6. Replace the current language in lease LCT04673 paragraph 18 below:**

For the purposes of tax adjustments in accordance with Paragraph 4.2 of the SFO portion of this Lease, the Government's percentage of occupancy is 3.5764% of the building.

**WITH:**

For the purposes of tax adjustments in accordance with Paragraph 4.2 of the SFO portion of this Lease, the Government's percentage of occupancy is 3.9362% of the building.

Except as modified in this Agreement, all other terms and conditions of the Lease shall remain in full force and effect, and in the event that any terms and conditions of this Agreement may conflict with any terms and conditions of the Lease or any previous Agreements, the terms of this Agreement shall control and govern.

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

LESSOR ARMSTRONG PARK ASSOCIATES

BY

IN PRESENCE OF

Paula Gaudino

UNITED STATES OF AMERICA

BY

GEORGE E. WALCH

(Signature)

Edmund J. Fusco

(Title)

Manager

Paula Gaudino  
555 Long Wharf Dr. New Haven, CT 06511

(Signature) (Address)

CONTRACTING OFFICER

GENERAL SERVICES ADMINISTRATION

(Official Title)

GSA Form 276 (Jul. 67)