

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

APRIL 13, 2010

LEASE NO.

LCT04673

THIS LEASE, 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

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. The Lessor hereby leases to the Government the following described premises:

1. LESSOR HEREBY LEASES TO THE GOVERNMENT AND THE GOVERNMENT HEREBY LEASES FROM THE LESSOR THE FOLLOWING DESCRIBED PREMISES: 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.

~~2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on~~

SEE PARAGRAPH 9 OF THE RIDER TO THIS LEASE

~~through _____, subject to termination and renewal rights as may be hereinafter set forth.~~

~~3. The Government shall pay the Lessor annual rent of~~

~~\$ _____~~

SEE PARAGRAPHS 12 and 13 OF THE RIDER TO THIS LEASE

~~at the rate of \$ _____ per _____ in arrears.~~

~~Rent for a lesser period shall be prorated. Rent checks shall be made payable to:~~

~~4. The Government may terminate this lease at any time by giving at least _____ days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.~~

SEE PARAGRAPH 10 OF THE RIDER TO THIS LEASE

John

5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:

~~provided notice be given in writing to the Lessor at least _____ days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.~~

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

INTENTIONALLY DELETED

7. The following are attached and made a part hereof:

The General Provisions and Instructions (Standard Form 2 - A _____ edition).

SEE PARAGRAPH 7 OF THE RIDER TO THIS LEASE

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

LESSOR ARMSTRONG PARK ASSOCIATES

BY

(Signature)

(Signature)

IN PRESENCE OF

(Signature)

(Address)

555 Long Wharf Drive New Haven CT 06511

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY



(Signature)

Contracting Officer

(Official title)

7. The following are attached hereto and made a part hereof:
- a. Lease Rider, Paragraphs 7 through 39
 - b. Section 1: Summary, 1.1 through 1.12
 - c. Section 2: Award Factors and Price Evaluation, 2.1 through 2.4
 - d. Section 3: How to Offer and Submittal Requirements, 3.1 through 3.7
 - e. Section 4: Utilities, Services, and Lease Administration, 4.1 through 4.13
 - f. Section 5: Design, Construction, and Other Post Award Activities, 5.1 through 5.13
 - g. Section 6: General Architecture, 6.1 through 6.10
 - h. Section 7: Architectural Finishes, 7.1 through 7.15
 - i. Section 8: Mechanical, Electrical, Plumbing, 8.1 through 8.19
 - j. Section 9: Fire Protection, Life Safety, and Environmental Issues, 9.1 through 9.13
 - k. Section 10: Lease Security Standards, 10.1 through 10.15
 - l. Section 11: Special Requirements, 11.1
 - m. General Clauses – GSA Form 3517B (Rev. 11/05)
 - n. Representations & Certifications – GSA Form 3518 (Rev. 7/04)
8. The Lessor shall construct the leased premises so as to deliver it in accordance with all of the requirements of this lease including, but not limited to, Section 11, Special Requirements, ready for occupancy by the Government, no later than ninety (90) days after receiving the Notice to Proceed from the Government (Section 1.9 Solicitation for Offers). In the event that the Tenant Improvement Notice to Proceed has not been issued by the Government within 30 working days of Government's written approval of total Tenant Improvement costs by the Government, then the Lessor shall have the one time right to terminate this Lease by giving the Government not less than ten (10) working days notice, provided however that upon receipt of such notice, the Government shall have the right to issue the Tenant Improvement Notice to Proceed and approve or reject the termination, at the Government's discretion.
9. 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 1.2 hereof and acceptance of the leased space by the Government (the "Commencement Date"), and ending ten (10) years thereafter (the "Lease Term"), subject to the termination right set forth in Paragraph 10 below. Upon acceptance of the space as substantially complete by the Government, the Lessor and the Government shall confirm in writing the Commencement Date and the Termination Date (the "Lease Term") by execution and delivery of a Supplemental Lease Agreement. Per paragraph 5.9 (subparagraph G-1) hereof, substantially completed space will be accepted by the Government subject to the completion of minor punch list items (see the Definitions paragraph of GSA Form 3517, General Clauses).

3 of 9

INITIAL:  / 
LESSOR GOVERNMENT

10. 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 twenty (120) days' prior notice in writing to the Lessor and no rental shall accrue after the effective date of termination.
11. 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 firm 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. 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.
12. 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 three months shall be reduced in accordance with paragraph 13. 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.
13. 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

4 of 9

INITIAL: *W* / *BN*
LESSOR GOVERNMENT

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 is [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) \$15,524.18 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted first month's rent.

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



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

14. Rent for a lesser period shall be prorated.
15. 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).
16. All services, maintenance and utility costs are included in the rental consideration, including tenant electricity for lights, office machines and related equipment and HVAC. Services, utilities and maintenance shall be provided by the Lessor in accordance with the specifications in this lease at no additional cost to the Government. Notwithstanding the foregoing, the Government shall be solely responsible for the maintenance, repair, and replacement of any supplemental air-conditioning installed in the Premises by the Government (not as part of the TI).
17. In accordance with paragraph 4.6, 'Overtime Usage', of the SFO portion of the Lease, the overtime rate shall be \$35.00 per hour for years 1-10 of this Lease agreement. There will be no additional charge however for any 24-hour LAN room.
18. 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.

5 of 9

INITIAL: *JP* / *BM*
LESSOR GOVERNMENT

19. For the purposes of Adjustment for Vacant Premises, in accordance with Paragraph 4.4 of the SFO portion of this Lease, the rent shall be reduced by \$1.23/ABOA.
20. The Lessor shall be solely responsible for the technical accuracy of the construction documents to be developed by the Lessor from the approved design intent drawings and the construction of the leased premises as required by this Lease including but not limited to, HVAC requirements, lighting placement, plumbing and fire/life safety requirements.
21. As part of the operating expenses, the Lessor shall furnish domestic water and chilled drinking water, electric, and gas services, at no additional cost to the Government during the term of this Lease.
22. Wherever the words "Offeror" or "Successful Offeror" appear in this Lease, they shall be deemed to mean "Lessor"; wherever the words "Solicitation", "Solicitation for Offers", or "SFO" appear in the Lease, they shall be deemed to mean "this Lease"; wherever the words "space offered for Lease" appear in this Lease, they shall be deemed to mean "Leased Premises."
23. Each employee of the Lessor and/or its contractor(s) shall be (1) a citizen of the United States of America; (2) an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card, Form I-151; or (3) an alien who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status.
24. In no event shall the Lessor enter into negotiations concerning the space leased or to be leased with representatives of Federal agencies other than the employees of the General Services Administration or personnel authorized by the Contracting Officer.
25. Lessor shall not be reimbursed for any services not provided for in the Lease including, but not limited to, repairs and alterations, nor will any rental be paid for occupancy in whole or in part except for the Lease term specified in this Lease, unless approved in advance and in writing by an authorized official of the General Services Administration.
26. If, during the term of this Lease including extensions, title to this property is transferred to another party either by sale, foreclosure, condemnation or other transaction, the Lessor (transferor) shall promptly notify the Contracting Officer of said transfer. The following information shall accompany this notification:
- A certified copy of the deed transferring title to the property from the Lessor to the new owner.

INITIAL:  /  6 of 9
LESSOR GOVERNMENT

- A letter from the new owner assuming, approving, and agreeing to be bound by the terms of this Lease.
- A letter from the Lessor waiving all rights under this Lease against the Government up to the effective date of the transfer.
- The new owner's employer identification or Social Security Number.
- A completed "Payment Information Form" SF3881 (Provided to the Lessor by the Government)
- The new owner's full legal name. If a corporation, indicate the state of incorporation. If a partnership, list all partners fully. If a limited partnership, list all general partners fully and identify under the laws of which state the limited partnership is created. If a realty trust, give names of all trustees and the recording date of the trust.

27. The Government shall have 24-hour/7-day access to the leased premises.

29. Any alterations required to bring the space, including the restrooms on the second floor of the Building, up to ABAAS compliance will be handled by the Lessor at no additional cost to the Government.

30. The Lessor shall provide and maintain exterior signage that clearly identifies the location to the public.

31. Notices to the Lessor shall be sent to:

Armstrong Park Associates
c/o Fusco Management, LLC
555 Long Wharf Drive, Suite 14
New Haven, CT 06511-5901

32. The Lease shall not be binding on either party until executed by a duly authorized official of the General Services Administration.

33. In the event of any conflict or inconsistency between the SFO or the General Clauses, on the one hand, and the Lease Rider, on the other hand, it is agreed that the Lease Rider shall control and govern.

34. 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 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, [REDACTED]
[REDACTED]

35. 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

INITIAL: JA / GM 8 of 9
LESSOR GOVERNMENT

36. In Section 3.5(b)(2) of the SFO, the Lessor may use the Fusco Corporation as its general contractor and said general contractor will obtain three bids for each trade.

37. Section 5.6 of the SFO is deleted and "Intentionally Omitted" is substituted in place thereof.

38. In Section 10.13(a) of the SFO, all parking spaces shall be provided on an unassigned, unreserved and first-come first-served basis.

39. In Section 10.14 of the SFO, if the Government elects to install film on the windows of the premises in order to satisfy the [REDACTED] [REDACTED] then the Lessor may increase the shell rent by an mutually-agreable amount.

9 of 9
INITIAL: MM SW
LESSOR GOVERNMENT