

**Supplemental Lease Agreement
Number 3**

Lease Number:	LCT04598	Date:	DEC 14 2011
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Address of the Premises: 1000 Lafayette Boulevard, Bridgeport,CT

THIS AGREEMENT, 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

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 amend the rent based on the tenant improvements being less than the tenant improvement allowance.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective **October 1, 2011** as follows:

- I. Notwithstanding anything in the contrary in the Lease, the rent in the first 5 years is being decreased by \$45,343.94 representing the difference of the unused tenant improvement allowance \$401,661.90 established into the lease agreement. The total tenant improvement cost totaled \$219,631.00 amortized over (5) five years at the interest rate of 9.00%.
- II. THE GOVERNMENT SHALL PAY to the Lessor, commencing on **10/1/2011** through **9/30/2020** rent as follows:
Years 1 through 5: Annual Rent of \$322,125.04 calculated at Shell Rent of \$169,902.30, Operating Cost Base of \$97,512.60 and Tenant Improvement Rent of \$54,710.14, and at the rate of \$26,843.75 per month in arrears and subject to CPI calculations per Paragraph 3.6 of the Solicitation for Offers Number 5CT0017.

Year 6 through 10: Annual Rent of \$279,033, 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
- III. The Government may terminate this lease in whole or in part at any time after 10/30/2016 by giving at least 180 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.

IV. Paragraph 20 is hereby deleted and replaced with:

The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of the lease. The total amount of the commission is [REDACTED] (Annual Rent for years (1) through (5) of \$322,125.04 multiplied by [REDACTED]). The Lessor shall pay the Broker no additional commissions associated with this transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the broker has agreed to forego [REDACTED] of the commission that 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] 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.

First Month's Rental Payment of \$26,843.75 minus the prorated commission credit of [REDACTED] equals [REDACTED] adjusted on the First Month's Rent.

Second Month's Rental Payment of \$26,843.75 minus the prorated commission credit of [REDACTED] equals [REDACTED] adjusted on the Second Month's Rent.

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, BRIDGEPORT LAFAYETTE 2005, LLC

BY: Hampshire Partners Fund VI, L.P., a Delaware Limited Partnership, Sole Member

By: Hampshire Partners LLC, a Delaware Limited Partnership, General Partner.

By [Signature] Senior Vice President
(Signature) Mark S. Rosen (Title)
In Presence of [Signature]
(Signature) (Address)

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

[Signature] (Signature)
(Official Title) Contracting Officer