

STANDARD FORM 2
FEBRUARY 1965 EDITION
GENERAL SERVICES
ADMINISTRATION
FPR (41 CFR) 1-16.601

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

August 18, 2011

LEASE NO. LCT04871

THIS LEASE, made and entered into this date by and between: Antares SHS LP
whose address is: c/o BLT Management LLC
100 Washington Boulevard
Suite 200
Stamford, CT 06902-9302

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 20,018 Rentable Square Feet (RSF) yielding 16,682 BOMA Office Area Square Feet (BOASF), with a Common Area Factor of 20.00%, of office and general purpose space being all of the 2nd floor (17,292 RSF / 14,410 ABOASF) and a portion of the 1st floor (2,726 RSF / 2,272 ABOASF) of the building located at 850 Canal Street, Stamford, CT, 06902-6943 (hereinafter the "Building"), and identified on the plans entitled "Floor Plans" and attached hereto as Exhibit A and by this reference made a part hereof, including at no additional charge the use of the two (2) reserved surface parking spaces and thirty-six (36) non-reserved surface parking spaces, 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 benefitting, 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 fifteen (15) years beginning upon the substantial completion of the space, and acceptance by the Government as satisfactorily complete. Design and construction of the space shall begin upon award of this lease in conformance with the Construction Schedule of Tenant Improvements paragraph of the attached Solicitation for Offers. The commencement date of this lease, along with any applicable termination and renewal rights, shall more specifically be set forth in a Supplemental Lease Agreement upon substantial completion and acceptance of the space by the Government.
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 tenth (10th) year by giving at least one-hundred and eighty (180) days prior notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said 180-day period shall be computed commencing with the day after the date of mailing of the notice by the Government.
4. RENEWAL OPTION: (intentionally deleted)
5. THE GOVERNMENT SHALL PAY the Lessor annual rent as follows based on lease commencement and rent commencement as defined in the SFO:

Years 1 through 3: Annual rent of \$715,339.97 payable at the rate of \$59,611.66 per month;
Years 4 through 6: Annual rent of \$735,357.97 payable at the rate of \$61,279.83 per month;
Years 7 through 9: Annual rent of \$755,375.97 payable at the rate of \$62,948.00 per month;
Year 10: Annual rent of \$775,393.97 payable at the rate of \$64,616.16 per month;
Years 11 through 12: Annual rent of \$759,761.97 payable at the rate of \$63,313.50 per month;
Years 13 through 15: Annual rent of \$779,779.97 payable at the rate of \$64,981.66 per month,

in arrears via Electronic Funds Transfer to:

Antares SHS LP
c/o BLT Management LLC
100 Washington Boulevard
Suite 200
Stamford, CT 06902-9302

Rent for a lesser period shall be prorated on a per diem basis.

Initial/Date:

Lessor

Gov't

6. THE LESSOR SHALL FURNISH TO THE GOVERNMENT, for the stated rental consideration specified in Paragraph 5 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, maintenance, repair and replacement requirements, all as specified in or contemplated by Solicitation for Offers 9CT2006, dated December 1, 2010, (hereinafter, the "SFO"), and the attached Special Requirements Package, attached hereto and by this reference made a part hereof;
 - (c) All rights, reservations of rights, privileges and the like specified in, described by, or contemplated by this Lease.
 - (d) 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
 - (e) A dedicated elevator between floors 1 and 2 at no additional cost to the Government provided the Government does not change the proposed elevator specifications as shown in Rider #2.
 - (f) A dedicated stairwell between floors 1 and 2. The cost of this stairwell, once designed and priced, shall be borne by the Lessor, and an adjustment to the shell rent shall be made reflecting the amortization of this cost over the ten year firm term period at no more than 7.5% interest.
 - (g) All rights, reservations of rights, privileges and the like specified in, described by, or contemplated by this Lease.
7. FREE RENT AND BROKERAGE COMMISSION: In accordance with paragraph 2.4 of the SFO, "Broker Commission and Commission Credit", Studley, Inc. ("Studley") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Studley have agreed to a cooperating lease commission of [REDACTED] of the aggregate value of years one through five and [REDACTED] of the aggregate value of years six through ten of this lease ("Commission"). The total amount of the Commission is [REDACTED]. In accordance with the "Broker Commission and Commission Credit" paragraph of the SFO, Studley 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] which shall be due upon lease commencement and the remaining [REDACTED] will be paid to Studley, Inc. upon lease execution.
- The shell rental portion of the annual rental payments due and owing under Paragraph 5 of this lease shall be reduced to fully recapture this Commission Credit. The total reduction in shell rent related to the commission credit is [REDACTED] and shall commence with the first month of the rental payment and continue through the fourth month of the lease term as indicated in the following schedule of adjusted Monthly Rent:
- First Month's Rental Payment of \$59,611.66 minus First Month's Rental Abatement of [REDACTED] equals [REDACTED] adjusted First Month's Rent
 - Second Month's Rental Payment of \$59,611.66 minus Second Month's Rental Abatement of [REDACTED] equals [REDACTED] adjusted Second Month's Rent
 - Third Month's Rental Payment of \$59,611.66 minus Third Month's Rental Abatement of [REDACTED] equals [REDACTED] adjusted Third Month's Rent
 - Fourth Month's Rental Payment of \$59,611.66 minus Fourth Month's Rental Abatement of [REDACTED] equals [REDACTED] adjusted Fourth Month's Rent
8. 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, [REDACTED].
9. 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.
10. TAX ADJUSTMENTS: Referencing Paragraph 4.2 "Tax Adjustment" of the SFO, the percentage of Government occupancy of the Building for real estate tax purposes is agreed to be 31.21% (20,018 RSF / 64,131 RSF).
11. OPERATING COSTS: Referencing Paragraph 4.3 "Operating Costs" of the SFO, the base rate for the cost of services (hereinafter, the "Operating Costs Base") shall be \$103,772.18. This operating cost base shall be subject to annual adjustment as provided for in Paragraph 4.3 of the SFO entitled "Operating Costs".

12. VACANT PREMISES: Referencing Paragraph 4.4 "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 vacates the Leased Premises in whole or in part prior to the expiration of this Lease, rent for such unoccupied portion of the Leased Premises shall be reduced for the entire vacancy period by \$0.50 per BOASF.
13. OVERTIME USAGE: Referencing Paragraph 4.6 "Overtime Usage" of the SFO, the Government shall pay the Lessor for overtime usage of heating, ventilation and air conditioning ordered in full compliance with the requirements of said Paragraph 4.6, at the rate of \$75.00 per hour. Standard building hours are from 7:00 a.m. to 6:00 p.m. Monday through Friday.
14. 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 (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.
15. 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.
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 Ms. Lori Baker at the address first set forth above, or as follows:

Antares SHS LP
c/o BLT Management LLC
100 Washington Boulevard
Suite 200
Stamford, CT 06902-9302

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

Richard T. Reynolds, Contracting Officer:
General Services Administration
Public Buildings Service – New England Region
10 Causeway Street
Room 1010
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 3.2 & 3.3 of the SFO, Lessor has included in the rental rate a Tenant Improvement (TI) Allowance in the amount of \$904,471.35, and amortized over ten (10) years at the rate of seven and one-half (7.5%) percent. 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. Lessor and Government also agree that the TI Allowance shall be fully amortized at the end of the tenth year of the Lease Term. The Tenant Improvement Allowance will include the following fees: (1) General Conditions fee shall not exceed [REDACTED]; (2) General Contractor's fee shall not exceed [REDACTED]; (3) Architectural and Engineering fees shall [REDACTED]; and (4) Lessor's Project Management Fees shall [REDACTED].

18. 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.

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

- A. SFO 9CT2006
- B. Special Requirements
- C. GSA Form 3517, General Clauses
- D. GSA Form 3518, Representations and Certifications
- E. Exhibit A – Floor Plans
- F. Rider #1 – Energy Star
- G. Rider #2 – Dedicated Elevator Specifications
- H. Rider #3 – Modifications to the SFO and General Clauses

To the extent of any inconsistency between the terms of this lease (SF2 only) and any of the attachments, the terms of this lease shall govern.

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

LESSOR: Antares SHS LP

BY



 CARL R. KUEHNER

AUTHORIZED SIGNATORY

 (Title)

IN PRESENCE OF:



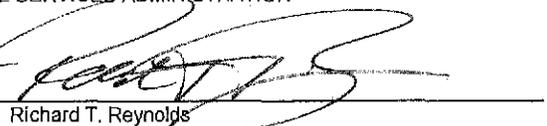
 (Signature) DAVID FITE WATERS

100 WASHINGTON BLVD, SUITE 200
 STAMFORD, CT 06902

 (Address of Witness)

UNITED STATES OF AMERICA
 GENERAL SERVICES ADMINISTRATION

BY



 Richard T. Reynolds

Contracting Officer

 (Official Title)