

Supplemental Lease Agreement
Number 3

Lease Number: LCT04587

Date: 3/14/12

Address of Premises: 20 Church Street, Hartford, CT

THIS AGREEMENT, made and entered into this date by and between 20 Church Street, LLC

whose address is: 20 Church Street, Hartford, CT

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 increase the tenant improvement allowance.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective September 2, 2011 as follows:

1. Paragraph 4 of the SF-2 - To amend the annual rent for Years 1-5 by decreasing the annual Tenant Improvements from \$243,581.63 (\$9.88 per RSF) to \$34,964.41 (\$1.42 per RSF).

4. THE GOVERNMENT SHALL PAY to the Lessor, commencing on the Commencement Date, and in accordance with Paragraph 23-27 of the General Clauses of the Lease, rent as follows:

Years 1 through 5: Annual rent of \$627,478.29 calculated at Shell Rent of \$462,131.25, Operating Cost Base of \$130,382.63, Tenant Improvements of \$34,964.41, and payable at the rate of \$52,289.86 per month in arrears and subject to CPI calculations per Paragraph 4.3 of the Solicitation For Offers Number 6CT0014, dated October 26, 2009 (hereinafter, the "SFO"),

Years 6 through 10: Annual rent of \$592,513.88 calculated at Shell Rent of \$462,131.25 (\$18.75 per RSF), Operating Cost Base of \$130,382.63 (\$5.29 per RSF), and payable at the rate of \$49,376.16 per month in arrears and subject to CPI calculations per Paragraph 4.3 of the SFO,

via Electronic Funds Transfer to:

20 Church Street, LLC

20 Church Street Property Management Office/The Hampshire Companies/CB Richard Ellis

20 Church Street

Hartford, CT 06103

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

20 Church Street, LLC

By Hampshire Partners Fund VI, L.P.
Hampshire Partners LLC

By [Signature]
(Signature)

Mark S. Rosen, Senior Vice President
(Title)

In Presence of:

[Signature]
(Signature) Kristin Hansen

[Redacted Address]
(Address)

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

[Signature]
(Signature)

LEASING CONTRACTING OFFICER
(Official Title)

2. Paragraph 16 of the SF-2 - To decrease the amount of the Tenant Improvement Allowance the Lessor has included in the rental rate from \$46.71 per BOMA Office Area Square Foot (\$1,001,088.72) to approximately \$6.7049 per BOMA Office Area Square Foot (\$143,699.14).

16. 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 approximately \$6.70 per BOMA Office Area Square Foot (\$143,699.14), and amortized over five (5) years at the interest rate of 8.00 %. 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. Paragraph 18 of the SF-2 - To decrease the total amount of the commission from [REDACTED] to [REDACTED] and, as such, the Commission Credit from [REDACTED] to [REDACTED].

18. COMMISSION AND CREDIT: The Lessor and the Broker 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] (Annual Rent for Years one (1) through five (5) of \$627,478.29 multiplied by [REDACTED]). Any change in the firm term value of this Lease caused by the use of the Tenant Improvements Allowance shall be reflected in a Supplemental Lease Agreement and the total commission to be paid to the Broker shall be amended as such. 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 of [REDACTED] (half at lease execution and half at lease occupancy) 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.

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 \$52,289.86 (of which \$38,510.94 is shell rent) minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted first month's rent.

Second month's rental payment of \$51,771.14 (of which \$38,510.94 is shell rent) minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted second month's rent.

No further adjustments related to this commission shall be made to the rental rate.

All other terms and conditions of the lease shall remain in force and effect.

Initials  & 
LESSOR GOVT