

**Supplemental Lease Agreement
Number 3**

Lease Number: LCT04745

Date: 6/19/12

761 Main Ave, Norwalk, CT 06851-1080

CT3438

THIS AGREEMENT, made and entered into this date by and between iPark Norwalk, LLC

whose address is 761 Main Avenue
Norwalk, CT 06851-1080

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 as follows:

1. Paragraph 4 of the SF-2 is deleted in its entirety and replaced with the following which incorporates the authorized Change Orders outlined in Paragraph 2 herein:

4. THE GOVERNMENT SHALL PAY to the Lessor, commencing on January 17, 2012 (the Commencement Date) and in accordance with Paragraph 23-27 of the General Clauses of the Lease, rent as follows:

Year 1 through 5: Annual Rent of \$807,312.28 calculated at Shell Rent of \$441,306.50 (\$21.10 per RSF), Operating Cost Base of \$154,314.00 (\$7.38 (rounded) per RSF), Tenant Improvements of \$197,937.71 (\$9.46 per RSF), Building-Specific Security of [REDACTED] (rounded) per RSF and payable at the rate of \$67,276.02 per month in arrears and subject to CPI calculations per Paragraph 4.3 of the Solicitation For Offers Number 8CT2070, dated July 9, 2010 (hereinafter, the "SFO").

SLA 3 continued on page 2 & 3.

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, iPark Norwalk, LLC

By

(Signature)

(Title)

In Presence of

(Signature)

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

(Signature)

(Official Title)

Lessor's Initials

Gov't Initials

Year 6 through 10: Annual Rent of \$714,836.00 calculated at Shell Rent of \$560,522.00 (\$26.80 per RSF), Operating Cost Base of \$154,314.00 (\$7.38 (rounded) per RSF), and payable at the rate of \$59,569.67 per month in arrears and subject to CPI calculations per Paragraph 4.3 of the SFO, via Electronic Funds Transfer to:

iPark Norwalk, LLC
761 Main Avenue
Norwalk, CT 06851-1080

Rent for a lesser period shall be prorated on a per diem basis. The Tenant Improvement Allowance components to the rental rate shall be fully satisfied at the end of the fifth (5th) year

2. The Government hereby accepts the Lessor's proposal to provide all labor and materials necessary to install and maintain the improvements referenced for the work as described in Change Orders #1, 2, 3, 4, 5, 6, 7, 8 and 9, and attached hereto as Exhibit A. The Government hereby issues the Notice to Proceed for alterations not to exceed \$40,204.83. Following is a breakdown of the change orders:

Change Order	Cost	
1		ADA Bath
2		Window Alt. W
3		Window Alt. 3
4		Window Alt. 2
5		Whiteboards
6		Dedicated Circuit/Power
7		Window Blinds
8		Maglock
9		Outlet, data, wiring
Total	\$40,204.83	

Previously Authorized Construction Tenant Improvements:	\$ 731,006.76
Approved Architectural and Engineer Fee	\$ 102,860.00
Total of Change Orders 1, 2, 3, 4, 5, 6, 7, 8, 9	\$ 40,204.83
Total Cost of Tenant Improvements:	\$ 874,071.59

3. Paragraph 16 of the SF-2 is deleted in its entirety and replaced with the following:

16. TENANT IMPROVEMENT ALLOWANCE: Referencing Paragraphs 3.2 of the SFO, Lessor has included in the rental rate a Tenant Improvement (TI) Allowance in the amount of \$874,071.59, calculated at \$47.49 per BOMA Office Area Square Foot, and amortized over five (5) years at the interest rate of 5%. 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's Initials

Gov't Initials

4. Paragraph 19 of the SF-2 is deleted in its entirety and replaced with the following:

19. COMMISSION AND CREDIT:The lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the Aggregate Lease Value of this lease over the firm term. The total amount of the commission is [REDACTED] (rounded) (Annual Rent for Years one (1) through five (5) of [REDACTED]. 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 (half at lease execution and half at lease occupancy) less the Commission Credit 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. The Commission less the Commission Credit is [REDACTED].

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 \$67,276.02 (rounded) (of which \$36,775.54 is shell rent) minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted first month's rent.

Second month's rental payment of \$67,276.02 (rounded) (of which \$36,775.54 is shell rent) minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted second month's rent.