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| GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT | SUPPLEMENTAL AGREEMENT No. 3 | DATE |
| | TO LEASE NO. LCT04831 | PAGE 1 of 1 |

ADDRESS OF PREMISES 51 North Elm Street
 Waterbury, CT 06702-1511

THIS AGREEMENT made and entered into this date by and between:

51 North Elm, LLC

whose address is: 2319 Whitney Ave, Suite 1A
 Hamden, CT 06518

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereafter called the Government:

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that said Lease is amended, effective May 1, 2012, as follows:

1. To establish the effective date of occupancy and term of the Lease. The lease shall commence on May 1, 2012 and terminate on April 30, 2022 subject to renewal and termination rights as set forth in the Lease.

CONTINUED ON PAGE 2 AND 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.

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| LESSOR: 51 North Elm, LLC BY  _____ (Signature) IN PRESENCE OF  _____ (Signature) <i>Mark Calabro</i> | _____ (Title)  (Address) |
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| | |
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| UNITED STATES OF AMERICA BY  _____ (Signature) | CONTRACTING OFFICER GENERAL SERVICES ADMINISTRATION _____ (Official Title) |
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2. Paragraph 4 of the Lease is deleted in its entirety and replaced with the following:

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

Years One through Seven:

Annual Rent of \$365,913.01, calculated at the rate of \$36.79 per RSF (rounded), and payable at the rate of \$30,429.75 per month in arrears, plus CPI adjustments after the first year per Paragraph 4.3 of the Solicitation For Offers Number 8CT2079, dated May 27, 2011 (hereinafter, the "SFO"). Annual rent is comprised of the following components:

\$198,429.28 in Shell rent;
\$ 85,492.00 in Operating Cost Base per paragraph 4.3 of the SFO; and
\$ 81,991.73 in Tenant Improvement rent.

Year Eight through Ten:

Annual Rent of \$283,921.28, calculated at the rate of \$28.55 per RSF (rounded), and payable at the rate of \$23,660.11 per month in arrears, plus CPI adjustments after the first year per Paragraph 4.3 of the SFO. Annual rent is comprised of the following components:

\$198,429.28 in Shell rent; and
\$ 85,492.00 in Operating Cost Base per paragraph 4.3 of the SFO.

Payable via Electronic Funds Transfer to:

51 North Elm, LLC
2319 Whitney Avenue, Suite 1A
Hamden, CT 06518

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 seventh (7th) year.

3. Paragraph 19 of the Lease 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 seven (7) 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 less the Commission Credit to the Broker. 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 \$30,492.75 (of which \$16,535.77 is Shell rent) minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted first month's rent.

Initial / Date:

Lessor

& Gov't

GSA Public Buildings Service

Second month's rental payment of \$30,492.75 (of which \$16,535.77 is Shell rent) minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted second month's rent.

Third month's rental payment of \$30,492.75 (of which \$16,535.77 is Shell rent) minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted third month's rent.

Fourth month's rental payment of \$30,492.75 (of which \$16,535.77 is Shell rent) minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted fourth month's rent.

Fifth month's rental payment of \$30,492.75 (of which \$16,535.77 is Shell rent) minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted fifth month's rent.

Sixth month's rental payment of \$30,492.75 (of which \$16,535.77 is Shell rent) minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted sixth month's rent.

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

Initial / Date:

 & 
Lessor Gov't