GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE **SUPPLEMENTAL LEASE AGREEMENT**	SUPPLEMENTAL AGREEMENT No. 2	DATE 3/12/2012
	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 March 1, 2012, as follows:

1. On March 1, 2011 the Government executed a contract to lease space at 51 North Elm Street, Waterbury, CT 06702-1511 to 51 North Elm, LLC under the terms and conditions of Lease LCT04831.

2. The total cost for the tenant improvements is $455,916.00 as detailed in the Tenant Improvements Cost Summary provided by Belfonti Companies dated 2/22/2012. This cost includes all tenant improvement costs to build the leased premises, including, but not limited to, all architectural and engineering fees, as well as filing, permit and expediter fees, labor, materials, overhead and profit.

3. Paragraph 16 of the Lease 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 $452,712.42, calculated at $52.3488 per BOMA Office Area Square Foot, and amortized over seven (7) years at the interest rate of 7.00%.

4. The Government hereby orders the balance of $3,203.58, for which the Lessor will be reimbursed in a lump sum payment upon completion and acceptance of the improvements. Upon completion, inspection, and acceptance of the space by the Contracting Officer, a Supplemental Lease Agreement will be drafted to consolidate any additional TI costs, to finalize rent payments, and to establish beneficial occupancy.

   This SLA serves as notice to proceed for build-out of tenant improvements.

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: **51 North Elm, LLC**

BY _____ (Signature) Manager (Title)

IN PRESENCE OF

_____ (Signature) [redacted] (Address)

UNITED STATES OF AMERICA

BY _____ (Signature) CONTRACTING OFFICER
GENERAL SERVICES ADMINISTRATION (Official Title)

GSA Form 276 (Jul. 67)