

JOHN F. X. LEYDON, JR. *

*ALSO ADMITTED IN NEW YORK

**LAW OFFICE OF
JOHN F. X. LEYDON, JR., LLC**

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October 20, 2016

VIA FEDERAL EXPRESS

State of Connecticut
Department of Economic and Community Development
505 Hudson Street, 3rd Floor
Hartford, Connecticut 06106-7106

Attn: Ms. Catherine H. Smith
DECD Commissioner

Re: Notice of Default
Stamford Innovations MLV LLC
175 Atlantic Street, Stamford, Connecticut

Dear Commissioner Smith:

Please be advised that my firm represents OTH Master Tenant, LLC ("Lessor").

Pursuant to paragraph two of the Lessor's Agreement dated May 29, 2012, a copy of which is enclosed ("Agreement"), this letter is written to give you notice that under the "Lease" referenced in the Agreement, Lessor intends to give Stamford Innovations MLV LLC, the "Borrower" referenced in the Agreement, a notice of default for failure to pay rent due thereunder. If this default is not cured within ten (10) days after said notice, Lessor intends to take all action and exercise all remedies available to it with regard to "Borrower" at law or in equity with respect to breach of the "Lease."

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State of Connecticut

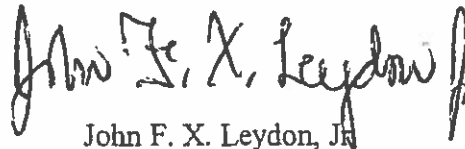
Department of Economic and Community Development

October 20, 2016

Please confirm your receipt of this notice.

We look forward to hearing from you.

Very truly yours,

A handwritten signature in black ink that reads "John F. X. Leydon, Jr." The signature is written in a cursive style with a large, stylized initial "J".

John F. X. Leydon, Jr.

JFXL/dac

Enclosure

Cc: Mr. Timothy Curtin (w/copy of enclosure via email)
Stamford Innovations MLV LLC (w/copy of enclosure via FedEx)
Shipman & Goodwin LLP - Attention: Kent Nevins, Esq. (w/copy of enclosure via FedEx)
Attorney Mark Phillips (w/copy of enclosure via email)

LESSOR'S AGREEMENT

To induce the State of Connecticut, acting by and through its Department of Economic and Community Development (hereinafter called "State") to make, and in consideration of the making by State, of a loan or any part thereof (hereinafter called "Loan") to Stamford Innovations MLV LLC (hereinafter called "Borrower"), and in consideration thereof OTH Master Tenant, LLC hereinafter called "Lessor") who, by Indenture dated as of June 1, 2012 (hereinafter referred to as the "Lease"), has leased to the Borrower the premises known as 175 Atlantic Street, Stamford, Connecticut hereby agrees, represents, warrants, covenants and certifies to and with Borrower and State and each of them that:

1. Borrower occupies or will occupy aforesaid premises and is not in default under any terms of the Lease.
2. In the event of any default by Borrower under the Lease, Lessor will not terminate the Lease or take action to enforce any claim with respect thereto without giving to State at least 60 days prior written notice and the right to remove or sell collateral hypothecated or held as security for the Loan.
3. Lessor subordinates to all liens and/or security interests in personal property securing the Loan, until payment in full of Note (a promissory note in the amount of \$500,000.00 made by Borrower in favor of State) evidencing the Loan, further waives every lien and/or security interest of the Lessor and every right of the Lessor to institute proceedings to establish any lien or claim against any or all of the personal property hypothecated as collateral for the loan.
4. Lessor has full power and authority to execute the Lease and this instrument and has title to the leased premises or such property rights therein as to make effective the vesting in Borrower of all rights with respect thereto in accordance with the terms of the Lease and of these premises.
5. None of the property of Borrower presently situated or hereafter placed on the leased premises constitutes or shall constitute fixtures or become any part of the real estate of Lessor except that property which is or becomes part of a permanent interior wall or the HVAC, electrical or plumbing system of the aforesaid premises, and all such property not excepted in the previous phrase may be removed from the premises by Borrower at any time prior to or upon termination of the Lease.

6. No amendment, modification or change in the provisions of the Lease shall be effective as to the State, and none of the provisions of this Agreement shall be deemed waived by the State, unless expressly waived by the State in writing.

This Agreement shall be binding upon Lessors and Lessor's successors and assigns and shall inure to the benefit of the State and its assigns, notwithstanding any provision in the Lease to the contrary.

IN WITNESS WHEREOF, Lessor has executed this agreement or caused it to be executed by an Officer thereunto duly authorized and its seal to be hereunder affixed this 29 day of May, 2012.

OTH Master Tenant, LLC, a
Connecticut limited liability
Company

By: Old Town Hall Manager, Inc.
a Connecticut corporation,
Its Non-Member Manager

Laure C. Aubuchon
Witness LAURE C. Aubuchon

Timothy J. Curtin
Lessor
Timothy J. Curtin
President

Laure C. Aubuchon
Patricia Simon
Patricia Simon
witness

STATE OF CONNECTICUT)
) ss. Stamford
COUNTY OF FAIRFIELD)

On this 24th day of May 2012, before me, the undersigned personally appeared Timothy J. Berlin who acknowledged himself to be the President of Old Town Hall Manager, Inc., the non-member manager of OTH Master Tenant, LLC, a Connecticut limited liability company, and that as such and being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as the President of the non-member manager.

IN WITNESS WHEREOF, I hereunto set my hand.

Donna M. Loglisci
Commissioner of the Superior Court

DONNA M. LOGLISCI
NOTARY PUBLIC
MY COMMISSION EXPIRES OCT. 31, 2015