LEASE

This lease is made and entered into by and between 100 Fairfield Owner Company LLC, a Connecticut limited liability company, owner of the hereinafter-mentioned leased premises and hereafter called the LESSOR, whose address is P. O. Box 843, Bridgeport, Connecticut 06601 acting herein by William M. Nolan, its General Partner, duly authorized, and the State of Connecticut, hereafter called the LESSEE, acting herein by P. J. Delahunty, Jr., its Deputy Commissioner of Public Works, duly authorized, pursuant to the provisions of subsection (a) of Section 4b-30 of the General Statutes of Connecticut, as revised.

WITNESSETH: The parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

SECTION ONE

The LESSOR hereby leases unto the LESSEE a total of 25,631 net usable square feet of office space comprising of the entire second floor (20,722 square feet) and 4,909 square feet on the first floor situated at 100 Fairfield Avenue in the City of Bridgeport, County of Fairfield and State of Connecticut, together with all appurtenances thereto and all right to means of ingress into and egress out of the leased premises and together with improvements, fixtures, equipment and facilities of the LESSOR now located or to be located on said premises. The LESSOR'S affidavit attesting to the aforesaid 25,631 net usable square feet of office space on the first and second floors of the said building executed by the LESSOR on May 13, 2001 is incorporated herein by reference and made a part hereof as though fully set forth herein.

SECTION TWO

The LESSEE is to have and to hold the said premises with their appurtenances for the term of five (5) years commencing on the date established in Section Twenty-Five (25).

SECTION THREE

The LESSOR, at its sole expense, agrees to renovate and improve the demised premises with qualified personnel and/or contractors selected by the LESSOR pursuant to and in accordance with the two drawings, entitled "State of Connecticut Administrative Offices, 100 Fairfield Ave. 2nd and 1st Floor, Bridgeport, CT. First Floor Plan, scale "1/8 = 1' –0" " and "Fairfield Ave. Second Floor Plan scale "1/8 = 1' – 0" ", respectively, and specifications submitted by Steve Rowland, P. C. within the said entitled "Project Budget", Parts I and II, and in accordance with the letter of commitment submitted by Long Island Property Management Co. LLC, dated May 7, 2001 and accompanying descriptions of the scope of work and project budgets contained in the aforesaid Project Budgets, Parts I and II, prepared by Steven Rowland & Associates, PC, 232 Madison Ave., Suite 600, New York, New York 10016-2564, dated May 7, 2001 on behalf of Lessor, 100 Fairfield Avenue Owner Company LLC, at the LESSOR'S sole cost and expense. Said drawings, specifications and letter of commitment are incorporated herein by reference and made a part hereof as though fully set forth herein. Renovations and improvement work shall be accomplished within one hundred twenty (120) calendar days after full execution of this lease, time being of the essence. The LESSOR warrants to the LESSEE that the LESSOR and its contractor have performed or will perform the work specified within this section in a good and workmanlike manner.

SECTION FOUR

The LESSEE shall pay the LESSOR the rental of Five Hundred Twenty-Five Thousand Four Hundred Thirty-Five Dollars and Fifty Cents ($525,435.50) Dollars per year, payable in equal monthly installments of Forty-Three Thousand Seven Hundred and Eighty-Six Dollars and Twenty-Five Cents ($43,786.25) by the end of each calendar month. Rental for occupancy of less than a full calendar month at the commencement, termination or during any partial interruption of this lease shall be prorated by dividing the monthly rent by thirty and multiplying the resulting quotient by the number of days of occupancy.

(For DPW information only: Dept. of Mental Health and Addiction Services)

a. The LESSEE'S said annual rental rate during the initial five (5) lease years is based on the amount of $20.50 per NUSF for 25,631 NUSF of office space on the building's first (1st) and second (2nd) floors and shall, but not by way of limitation, include all tenant renovations and improvement work described on pages 1, 2 and 3, of the PROJECT BUDGET Titled "DMHAS Tenant Improvement Buildout", prepared by Steven Rowland & Associates, PC, that in total, is estimated to cost $979,299.20, as of May 7, 2001 and Project Budget titled "Landlord Cost For Buildout," prepared by Steven Rowland & Associates, PC that in total is estimated to cost $363,896.50 as of May 7, 2001. The said "Project Budgets", Landlord Cost For Buildout and "DMHAS Tenant Improvements Buildout", are incorporated herein by reference and made a part hereof as though fully set forth herein. The LESSEE makes no warranty concerning the accuracy of the estimates or the work of its contractors.

SECTION FIVE

The term of this lease may be extended or renewed at the option of the LESSEE for five (5) years at $474,173.50 per year ($39,514.46 per month) provided notice be posted in writing to the LESSOR at least ninety (90) days before the end of the original lease term, but otherwise on the same terms and conditions.

SECTION SIX

The LESSOR, as part of the rental consideration, shall pay for and furnish the following to the LESSEE: heat; air-conditioning system; ventilation; separate meter for LESSEE'S electricity as defined hereinafter in this Section Six (6) of this lease; hot and cold running water; (all such utilities shall be adequate to meet the LESSEE'S present and future needs and shall be sufficient to avoid the need to disrupt, impede or interfere with the LESSEE'S operations) separate toilet facilities for men and women within the demised premises; janitor service in areas shared in common with other tenants and within the demised premises (Note: Vendor to use LESSEE'S Janitorial Specifications); annual interior and exterior window washing; snow and ice removal and sanding; rubbish removal; pest control; elevator service; groundskeeping; replacement of burnt-out bulbs, tubes and ballasts; and painting in five year intervals and replacement of carpeting and/or tiles with commercial quality carpeting and/or tiles at the end of the fifth year, as determined by the LESSEE; maintenance and repairs as may be required by the LESSEE in its judgment to the demised premises during the term of occupancy; initial renovation work pursuant to drawings and specifications approved by the Department of Mental Health and Addiction Services; replacement elevator carpets to ensure regular cleaning and good repair as determined by the LESSEE; annual carpet cleaning throughout the demised premises; regular elevator service and maintenance; cost of security guards for security in the building 6:30 a.m. to 9:00 p.m. Monday through Friday and in the on-site parking garage; parking garage attendant on-site Monday through Friday from 7:00 a.m. to 7:00 p.m.; and all costs related to a security video system in all common areas (including without limitation exterior and interior areas of the main entrance of the demised premises) and within the said on-site parking garage (including without limitation the exterior driveway entrance to the said on-site parking garage). All such services provided by the LESSOR shall be performed by fully qualified and trained personnel selected by the LESSOR who shall carry out their duties in a workmanlike manner and fully cooperate with the LESSEE.

As additional rent, the LESSEE shall pay the cost of separately metered electricity used to power interior lighting, the LESSEE'S office equipment and the electrical cost to air condition the LESSEE'S computer room only. The costs to install the separate electrical meter and to make all necessary electrical connections shall be at the LESSOR'S sole expense. The LESSOR shall pay all costs to heat the leased space and all the costs of electricity to operate the air conditioning system exclusive of the LESSEE'S computer room, consistent with the standards governing the LESSOR'S performance under the prior paragraph. In the event of a conflict, the first paragraph of this section shall control.

In addition, the LESSOR, as part of the rental consideration, shall pay for and provide a total of one hundred twenty (120) commercially reasonable indoor parking spaces for the LESSEE, seven days a week, twenty-four hours a day, during the lease term, during any extension or renewal term of this lease and during any lease holdover period, at the following locations:

a. reserved, covered, on-site, paved, lighted parking spaces for a minimum of thirty (30) vehicles within the building's parking garage; and

b. ninety (90) covered, paved, lighted parking spaces within the nearby Lafayette Square Parking Garage, 350 Fairfield Avenue, Bridgeport, Connecticut or another comparable parking facility within the same distance of 100 Fairfield Avenue, ninety (90) covered, paved, lighted, commercially reasonable security and access. The alternative facility must be submitted and approved by the LESSEE within one hundred twenty days prior to expiration of the original term of the lease otherwise under the same terms and conditions.

The LESSOR shall provide and make available to the LESSEE the 120 parking spaces beginning at 6:30 a.m. on the lease term commencement date, as defined in Section Twenty-Five (25) of this lease.

The LESSOR agrees that it shall provide to the LESSEE the aforesaid 90 parking spaces within the said Lafayette Square Parking Garage pursuant to a lease executed between the LESSOR and the owner ("owner") of the said Lafayette Square Parking Garage (hereinafter "Lafayette Square Lease"), which Lafayette Square Lease shall be executed simultaneously with this lease, and that the LESSOR recognizes that the providing of the aforesaid 90 parking spaces is critical to the LESSEE'S peaceful enjoyment of the demised premises; therefor this lease is made and accepted by the LESSEE on the express condition that if the LESSOR defaults in fulfilling, or fails to fulfill, its obligations under this Section Six (6) of this lease specific to the aforesaid 90 parking spaces, or any part thereof, at the said Lafayette Square Parking Garage, such default or failure shall constitute a material breach of this lease by the LESSOR, and if the LESSOR fails to cure such default or breach by the end of the next business day after notice to the LESSOR is received, the LESSEE hereby reserves the right and option, but not the obligation, to:

(a) pay directly to the owner of the said Lafayette Square Parking Garage the parking rent for the aforesaid 90 parking spaces or any part thereof, subject to the prior written approval of the State Properties Review Board, and deduct the cost thereof and any expenses connected therewith from the rents due or to become due the LESSOR under the terms of this lease, without penalty and without incurring any obligations and liability to the LESSOR under this lease;

(b) recover all or any portion of such payment, costs and expenses by any other appropriate means;

(c) exercise any legal and/or equitable remedy in law and in equity, including injunctive relief, whether or not mentioned in this lease; and

(d) to terminate this lease, without penalty and without liability, before, or at any time after, the commencement of this lease and all rent shall abate on the date of such termination.

In addition to any of the foregoing, the LESSOR also agrees to protect, indemnify and hold harmless the LESSEE, its officers, agents, and employees from and against any and all loss, cost, liability, injuries (including death), damages, compensation, and cost and expense, including without limitation, all claims, employee and/or union grievances and/or claims, demands, penalties, actions, causes of actions, suits, litigation and attorneys' fees and costs sustained by or alleged to have been sustained by the LESSEE, its officers, agents and employees, from, or arising out of, or directly or indirectly due to the LESSOR'S default in fulfilling obligations under Section Six (6) of this lease and/or under the Lafayette Square Parking Lease specific to the aforesaid 90 parking spaces, or any part thereof, at the said Lafayette Square Parking Garage and/or from, or arising out of, or directly or indirectly due to the LESSOR'S failure to provide the aforesaid 90 parking spaces, or any part thereof, at the said Lafayette Square Parking Garage and/or from, or arising out of, or directly or indirectly due to the LESSEE'S exercise of its aforesaid right and option specific to the said 90 parking spaces, which loss, cost, liability, injuries, damages, compensation and cost and expense have not been caused by the negligence or intentional act or omission of the LESSEE, its officers, agents, guests or employees.

The owner shall obtain and maintain and the LESSOR shall provide, at no cost to the LESSEE, the same kind of general liability and fire and casualty insurance coverage as defined in Section Ten (10) of this lease, and for the same financial amounts therein, in protecting the interests of the LESSEE, its officers, agents and employees, as appears herein, from all risks referenced in Section Ten (10) of this lease with reference to the Lafayette Square Parking Garage.

In case any claim, cause of action, suit, proceeding or litigation is brought against the LESSEE, its officers, agents and employees, by reason of the same, the LESSOR shall, at the LESSOR'S expense, see to it that the owner does viciously/vigorously resist and defend such claim, action, cause of action, suit, proceeding or litigation, or cause the same to be resisted or defended, by retained counsel reasonably satisfactory to the LESSEE.

In addition to the foregoing, nothing within this lease may be construed as giving the owner any direct, indirect, expressed or implied claim, right or cause of action against the LESSEE. The LESSEE owes no duty or obligation to the owner by virtue of this lease.

The LESSOR shall deliver fully executed copies of the Lafayette Square Parking Garage Lease to the LESSEE and the State Properties Review Board prior to the time the Attorney General's Office reviews and approves this lease.

The LESSOR shall assume all risk incident to the LESSEE'S use of the 90 parking spaces at the said Lafayette Square Parking Garage, except as may be the result of the negligence or intentional act or omission of the LESSEE, its officers, agents, guests or employees.

In the event that the LESSOR defaults in fulfilling, or fails to fulfill, its obligations under this Section Six (6) of the lease specific to the aforesaid 90 parking spaces, or any part thereof, at the said Lafayette Square Parking Garage and the LESSEE, exercises its aforesaid right and option in this Section Six (6) to terminate or cancel this lease and thereupon relocates to a new location and/or premises, in part or whole, the LESSOR shall be responsible and liable to the LESSEE for any loss, damage, cost and expense incurred by the LESSEE'S said relocation, including without limitation, all moving expenses.

The LESSOR agrees that copies of any and all written notices received by the LESSOR pertaining to the Lafayette Square Parking Lease shall be faxed or hand delivered to the Department of Public Works Commissioner, 165 Capitol Avenue, Hartford, Connecticut 06106 with a copy to the Attorney General, 55 Elm Street, Hartford, Connecticut on the same day, if possible, or on the next business day, as received by the LESSOR; and the LESSOR further agrees that any and all verbal notices received by the LESSOR pertaining to the Lafayette Square Parking Garage Lease shall also be communicated to the said Department of Public Works Commissioner, 165 Capitol Avenue, Hartford, Connecticut 06106 on the same day as received of the LESSOR, if possible, or on the next business day.

SECTION SEVEN

At LESSOR'S sole cost and expense, the LESSOR shall, as soon as practical but not later than the deadline specified within Section 25 and prior to the commencement date of this lease, at no cost to the LESSEE obtain the following for LESSEE'S review and approval:

a. The Bridgeport Building Department's certification that the building at 100 Fairfield Avenue in Bridgeport, Connecticut stands in compliance with the building code of the City of Bridgeport and State building code(s), fire and health codes, and certification of compliance with any other applicable city ordinances, including, but not limited to, a certificate of occupancy, relating to the occupancy of the said building;

b. documented proof that all renovations and improvements to the said building are in compliance with State of Connecticut building codes as revised through May 1, 1999 and the Americans with Disabilities Act (ADA) of 1990, as amended;

c. an air quality sample and a report from a certified engineer at time of occupancy and annually thereafter with copies of maintenance schedule(s); and

d. a water quality sample and a report at time of occupancy and annually thereafter.

The LESSOR agrees to hold the LESSEE, its respective officers, agents and employees, forever harmless against any and all claims, expenses and liabilities of every kind which may arise out of or in any way connected with any leasehold renovations and improvements and any other property renovations and improvements and work performed on behalf of the LESSEE. The LESSEE'S required renovations and improvements in Section Three (3) and the inspection of the construction of the work, renovations and improvements set forth in Section Three (3)

shall not constitute any acceptance or warranty by LESSEE to LESSOR of the adequacy of the design or quality of this work (or materials used in connection with such work) for the LESSEE'S intended use, and shall not impose any liability upon the LESSEE in connection with the leasehold renovations and improvements or any other renovations and improvements and work.

SECTION EIGHT

The LESSOR warrants that prior to the commencement date of this lease, the premises shall fully comply with all governing provisions of the Connecticut Building code, fire code; OSHA regulations; the LESSEE'S specifications and shall be sufficed to meet the LESSEE'S intended uses as identified and/or specified in this lease.

The LESSOR agrees that if any rental installment shall be due and unpaid for fifteen (15) or more days after its due date, such nonpayment shall not constitute a default under the terms of this lease unless prior fifteen (15) days' written notice is received by the Commissioner of the Department of Public Works of such nonpayment.

SECTION NINE

The LESSOR shall maintain the demised premises and any and all equipment, fixtures, and appurtenances, whether severable or not, furnished by the LESSOR under this lease in good repair and tenantable condition, except in case of damage arising from the act or negligence of the LESSEE, its officers, agents and employees. For the purpose of so maintaining said premises and property, the LESSOR may at reasonable times, and with the approval of the authorized representative of the LESSEE in charge, using qualified professionals selected by the LESSOR and at no cost to the LESSEE inspect the same and make all repairs reasonable to maintain and meet all of the requirements and standards set forth in Section 7 thereto. In the event of an emergency, the LESSOR shall have immediate access to the demised premises without prior approval of the LESSEE. If the LESSOR fails to make any repairs within a reasonable time after oral or posted notice from the LESSEE, the LESSEE in its discretion and without further notice of such needed repairs may make the necessary repairs and deduct the cost thereof and expenses connected therewith from rents due or to become due under the terms of this lease or may recover all or any portion of such cost and expenses by other appropriate means. Notwithstanding the foregoing, however, before LESSEE may deduct any cost or expense from rents due or to become due, the LESSEE shall provide the LESSOR with written bill and invoice or service transfer document of the amount incurred by the LESSEE, and the LESSOR shall have fifteen (15) days within which to reimburse the LESSEE for the costs thereof, time being of the essence. If the LESSOR does not reimburse the LESSEE within the said fifteen (15) day period, then and only then shall the LESSEE be authorized to deduct the amount from rents due or to become due under the terms of this lease.

a. Also, if the LESSOR has any other obligations under this lease which the LESSOR fails to fulfill within a reasonable time after notice from the LESSEE, the LESSEE in its discretion and without further notice may withhold any rental payments during such period of failure. The LESSEE upon such failure may terminate this lease or may fulfill such obligations itself and bill the LESSOR for any cost thereof and expenses connected therewith which the LESSOR shall promptly pay or may pursue such remedies as it may have at law and/or in equity, the LESSOR shall pay the LESSEE'S reasonable attorney's fees and court costs. Notwithstanding the foregoing, however, before LESSEE may deduct any cost or expense from rents due or to become due, the LESSEE shall provide the LESSOR with written invoice, bill or transfer invoice of the amount incurred by the LESSEE, and the LESSOR shall have fifteen (15) days within which to reimburse the LESSEE for the costs thereof, time being of the essence. If the LESSOR does not reimburse the LESSEE within the said fifteen (15) day period, then and only then shall the LESSEE be authorized to deduct the amount from rents due or to become due under the terms of this lease.

b. The LESSOR recognizes that the LESSEE intends to use the premises to undertake governmental work, some of which involves the generation and use of confidential information involving the rights of others. The LESSOR shall take reasonable steps to prevent the discovery and disclosure of such confidential information by its employees, agents and contractors, and shall fully cooperate with the LESSEE, at no cost to the LESSEE.

SECTION TEN

At all times during this lease and during any extension or renewal thereof, the LESSOR shall protect, indemnify and hold harmless the LESSEE, its officers, agents and employees, from against any and all loss, cost, liability, injuries (including death), damages, compensation, and expense, including without limitation, all claims, demands, penalties, actions, causes of action, suits, litigation and attorney's fees and costs, sustained by or alleged to have been sustained by the LESSEE, its officers, agents and employees, and sustained by or alleged to have been sustained by the property, real or personal, of the LESSEE, its officers, agents and employees, and sustained by or alleged to have been sustained by the public or by any other person or property, real or personal, from, or arising out of, or directly or indirectly due to, any cause, condition, event, accident, incident, happening or occurrence, related to and including, without limitation, the following:

(a) The acts, omissions, or neglect of the LESSOR and of the LESSOR'S officers, agents, employees, invitees, licensees, guests, visitors, clients and any and all persons under the control of the LESSOR, in or about the demised premises and in or about the building or buildings in which the demised premises are located and in or about the LESSOR'S adjoining property, buildings, improvements, structures and facilities at 100 Fairfield Avenue, Bridgeport, Connecticut;

(b) The acts, omissions, or neglect of the LESSOR and of the LESSOR'S officers, agents, employees, invitees, licensees, guests, visitors, clients and any and all persons under the control of the LESSOR, at any location outside of 100 Fairfield Avenue, Bridgeport, Connecticut;

(c) The LESSOR'S use or activity or the conduct of its business or from any activity, work, or thing done, permitted, or suffered by the LESSOR, in or about the demised premises and in or about the building or buildings in which the demised premises are located and in or about the LESSOR'S adjoining property, buildings, improvements, structures and facilities at 100 Fairfield Avenue, Bridgeport, Connecticut;

(d) The LESSOR'S use, activity or conduct of its business or from any activity, work or thing done, permitted, or suffered by the LESSOR, at any location outside of 100 Fairfield Avenue, Bridgeport, Connecticut;

(e) The use or activity or conduct of the LESSOR'S business by the LESSOR'S officers, agents, and employees or any activity, work, or thing done, permitted, or suffered by the LESSOR'S officers, agents, employees, invitees, licensees, guests, visitors, clients and any and all persons under the control of the LESSOR, in or about the demised premises and in or about the building or buildings in which the demised premises are located and in or about the LESSOR'S adjoining property, buildings, improvements, structures and facilities at 100 Fairfield Avenue, Bridgeport, Connecticut;

(f) The use or activity or conduct of LESSOR'S business by the LESSOR'S officers, agents and employees, or any activity, work, or thing done, permitted, or suffered by the LESSOR'S officers, agents, employees, invitees, licensees, guests, visitors, clients and any and all persons under the control of the LESSOR, at any location outside of 100 Fairfield Avenue, Bridgeport, Connecticut; and

(g) The acts, omissions or neglect of the owner of the said Lafayette Square Parking Garage and of the said Lafayette Square Parking Garage owner's officers, agents, employees, invitees, licensees, guests, visitors, clients and any and all persons under the control of the owner of the said Lafayette Square Parking Garage, in or about or outside of the said Lafayette Square Parking Garage, in connection with the LESSEE'S use of said 90 parking spaces within said Lafayette Square Parking Garage;

(h) The use or activity of the owner of the said Lafayette Square Parking Garage or the conduct of said owner's business, or from any activity, work, or thing done, permitted, or suffered by said owner, in or about or outside of the said Lafayette Square Parking Garage, in connection with the LESSEE'S use of the said 90 parking spaces within the said Lafayette Square Parking Garage;

(i) The use or activity, or conduct of the business of the owner of the said Lafayette Square Parking Garage by the said owner's officers, agents and employees or any activity, work, or thing done, permitted or suffered by the said Lafayette Square Parking Garage owner's officers, agents, employees, invitees, licensees, guests, visitors, clients and any and all persons under the control of the owner of the said Lafayette Square Parking Garage, in or about or outside of the said Lafayette Square Parking Garage, in connection with the LESSEE'S use of the said 90 parking spaces within the said Lafayette Square Parking Garage; and

(j) The LESSOR'S default in its observance and performance of any of the terms, covenants or conditions of this lease and of any extension or renewal of this lease.

The LESSOR shall provide and maintain public liability insurance, with the LESSEE named as an additional insured in a combined single minimum amount of $1,000,000.00 for bodily injury (including death) and property damage to protect the interest of the LESSEE as it appears herein, at no cost to the LESSEE, and shall annually provide the LESSEE with a certificate of insurance to this effect, at the LESSOR'S expense; and the LESSOR shall additionally provide and maintain standard fire and casualty insurance, including extended coverage, vandalism, malicious mischief, and special extended coverage ("all risks"), with the LESSEE named as an additional insured in an amount equal to not less than 100% of the replacement cost of the structures on the demised premises to protect the LESSEE'S interest in the LESSEE'S property as appears herein, at no cost to the LESSEE, and at no cost to the LESSEE, the LESSOR shall also annually provide the LESSEE with a certificate of such fire and casualty insurance to this effect. Such certificates of insurance shall also specifically indicate that the policies insuring the LESSEE include, but without limitation, said liability and fire and casualty insurance coverage pertaining to any and all risks described under Section 10, and subsections 10(a),10(b),10(c),10(d),10(e),10(f),10(g),10(h),10(i) and 10(j) herein.

k. In case any claim, action, cause of action, suit, proceeding, litigation is brought against the LESSEE, its officers, agents and employees, by reason of any of the same, the LESSOR shall, at the LESSOR'S expense, resist and defend such claim, action, cause of action, suit, proceeding or litigation, or cause the same to be resisted or defended by retained counsel reasonably satisfactory to the LESSEE.

l. The required certificates of insurance shall include a statement that the LESSEE is an additional insured. Such policies of insurance shall also provide notification to the LESSEE at least thirty (30) days prior to any cancellation or modification of coverage.

SECTION ELEVEN

The LESSEE may change governmental agency tenants, assign and/or sublet all or any part of the demised premises, limited to office space, without the LESSOR'S prior written approval. The LESSOR and the LESSEE shall not be relieved from the terms, conditions and obligations under this lease by reason of any such subletting or assignment.

SECTION TWELVE

The LESSEE shall have the right, at its option, at any time during the continuance of this lease and/or during any extension or renewal of this lease and/or within thirty (30) days after the termination of this lease and/or within thirty (30) days after the termination of any extension or renewal of this lease and/or within thirty (30) days after the termination of any holdover period, to sever, remove or otherwise dispose of all alterations, additions, improvements, fixtures, equipment and any other property owned by the LESSEE and placed on said premises by the LESSEE during the duration of this lease and/or during any extension or renewal of this lease and/or during any holdover period and/or during any previous lease, provided that any damage to the said premises caused by such removal shall be repaired by the LESSEE.

SECTION THIRTEEN

If all or part of the demised premises becomes unfit in the LESSEE'S judgment for use for the purposes leased, the LESSOR shall put the same in satisfactory condition as determined by the LESSEE in its judgment for the purposes leased, unless such unfitness has been caused by the negligence or intentional act or omission by the LESSEE, its officers, agents, guests or

employees, in which event LESSEE shall put the demised premises in satisfactory condition. If the applicable party does not do so or fails to do so with reasonable diligence, the other party in its discretion, may cancel the lease and/or pursue such remedies and/or causes of action as it may have at law or in equity, the LESSOR shall pay the LESSEE'S reasonable attorney's fees and court costs. For any period said demised premises or any part thereof is unfit for the purposes leased, and LESSOR is obligated to rectify the situation, the rent shall be abated in proportion to the area determined by the LESSEE to have been rendered unavailable to the LESSEE by reason of such condition.

SECTION FOURTEEN

At the expiration or other termination of this lease, the LESSEE will surrender the demised premises in as good condition as that existing at the time of entering upon the same under this lease except for reasonable use and wear thereof, damage by the elements, fire or other unavoidable casualties and except for any alterations or additions which may have been made by the LESSOR or by the LESSEE with the consent of the LESSOR, and which were made with the understanding that they would not be removed by the LESSEE.

SECTION FIFTEEN

If at the expiration or termination of the Lease, LESSEE shall hold over for any reason, the tenancy of the LESSEE thereafter shall operate and be construed to be a tenancy from month-to-month only at the base monthly rent of $39,514.56 (prorated for occupancy of less than a full calendar month) (Holdover Period).

The LESSEE may vacate the leased premises at any time during the Holdover Period at its sole discretion with sixty days' advance notice to the LESSOR. The LESSOR may not bring any eviction action, serve any notice to quit or seek possession of the leased premises during the first twelve (12) months of the Holdover Period except upon breach of the lease by the LESSEE. The LESSOR and LESSEE shall be subject to all other terms and conditions of this lease during the Holdover Period. The parties shall meet within a reasonable time after the Holdover Period begins to negotiate a new rental rate. The new rental rate will become effective after the twelfth month of the Holdover Period and only once it has been approved by the State Properties Review Board. ("Holdover Rental Rate")

The Holdover Rental Rate in the amount of $39,514.56, will only govern rental payments during the initial twelve months of the Holdover Period following the expiration of the initial lease term and/or the expiration of the first renewal lease term.

SECTION SIXTEEN

Notices from the LESSEE to the LESSOR shall be sufficient if delivered to the LESSOR or if sent by facsimile or if placed with the United States Postal Service, certified mail, postage prepaid, addressed to the LESSOR at Long Island Property Management Co. LLC c/o William M. Nolan, 907 Avenue U, Brooklyn, NY 11223. Notices from the LESSOR to the LESSEE shall be sufficient if placed with the United States Postal Service, certified mail, postage prepaid, addressed to the Commissioner, Department of Public Works, State Office Building, Hartford, Connecticut 06106-1630, with a copy to the Attorney General, 55 Elm Street, Hartford, Connecticut.

SECTION SEVENTEEN

The LESSOR may not sell, assign or transfer its interests in the premises without the prior written consent of the LESSEE, which will not be unreasonably withheld or delayed.

No change in ownership shall be binding upon the LESSEE unless and until the LESSEE has been furnished either with an affidavit of transfer and the original instrument evidencing such transfer or an accurate copy thereof.

SECTION EIGHTEEN

This lease shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.

SECTION NINETEEN

This lease, including the exhibits and schedules attached hereto that are made a part of this lease and any plans, drawings, specifications, affidavits, letters, project budget documents, booklet parts and statements that are incorporated herein by reference and made a part of this lease, contains the entire agreement of the parties and all prior negotiations, agreements and understandings are merged herein. Neither the LESSOR'S nor the LESSEE'S representatives have made any representations or warranties with respect to the premises or this lease except as expressly set forth herein, and no rights, easements or licenses are or shall be acquired by the LESSOR by implication or otherwise unless expressly set forth herein.

SECTION TWENTY

This lease, whatever the circumstances, shall not be binding on the LESSEE unless and until approved by the Attorney General of the State of Connecticut and delivered to the LESSOR.

SECTION TWENTY-ONE

For the purposes of this section, the word "contractor," except where it is immediately preceded by the word "small," is substituted for and has the same meaning and effect as if it read "LESSOR." This section is inserted in connection with subsection (a) of Section 4a-60 of the General Statutes of Connecticut, as revised.

(a) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. Section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For the purposes of this section, "commission" means the commission on human rights and opportunities.

For the purposes of this section, "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

(b) (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to State that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide

each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission, advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and Conn. Gen. Stat. Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. Sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the commission on human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and Conn. Gen. Stat. Section 46a-56. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(c) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

(e) The contractor shall include the provisions of subsection (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. Section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(f) The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

SECTION TWENTY-TWO

For the purposes of this section, the word "contractor" is substituted for and has the same meaning and effect as if it read "LESSOR." This section is inserted in connection with subsection (a) of Section 4a-60a of the General Statutes of Connecticut, as revised.

(a)(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to Section 46a-56 of the General Statutes; (4) the contractor agrees to provide the commission on human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedure of the contractor which relate to the provisions of this section and Section 46a-56 of the General Statutes.

(b) The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Section 46a-56 of the General Statutes; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(c) The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

SECTION TWENTY-THREE

The LESSOR warrants and covenants to being well seized of the demised premises and that said premises as constituted and for the purposes leased are and will continue to stand in compliance with all codes and ordinances and the requirements of the Americans with Disabilities Act of 1990 including any amendments or regulations pertaining thereto, applicable to the ownership, occupancy and operation of the premises (as further specified in Section 7). The LESSOR covenants to having good right to lease said premises and agrees to defend the title thereto and to reimburse and hold the LESSEE harmless from all damage and expenses which the LESSEE may suffer by reason of any restriction, encumbrance or defect in such title, including but not limited to the payment of the LESSEE'S reasonable attorney's fees and court costs. The LESSOR will suffer and permit the LESSEE to occupy, possess and peacefully enjoy the demised premises without hindrance or molestation from the LESSOR or any other party or person claiming by, from or under the LESSOR.

SECTION TWENTY-FOUR

The LESSOR'S affidavits entitled "STATEMENT OF FINANCIAL INTEREST" and "CONTACT AFFIDAVIT" are incorporated herein by reference and made a part hereof as though fully set forth herein and shall be a condition of the lease. Any false statement contained in said affidavits shall constitute a breach of this lease and would give the LESSEE the right to terminate the lease at any time by giving written notice and/or pursue such rights, causes of action or remedies as the LESSEE may have at law or in equity.

SECTION TWENTY-FIVE

After the approval of this lease by the Attorney General of the State of Connecticut, the renovations, improvements and work to the leased premises as called for in Sections Three (3) and Seven (7) shall be completed by the LESSOR within one hundred twenty (120) days of the date of such approval by the Attorney General, time being of the essence.

a. All such renovations, improvements and work shall be in compliance with the State Building Code, the State Fire Safety Code, and any other applicable codes, rules, regulations, laws and ordinances and with the applicable portions of Section H, Part 1 of the LESSEE'S 1987 booklet entitled "LEASING POLICIES AND PROCEDURES." Further, the LESSOR shall certify that all energy performance goals set forth in the applicable portions of Section H, Part 3 of said booklet are met upon final completion of all work. Said Parts 1 and 3, not in conflict with other provisions of this lease, are incorporated herein by reference and made a part hereof as though fully set forth herein.

b. The renovations, improvements and work shall be subject to on-site inspection during work progress as well as to a final inspection before any acceptance of the such renovations, improvements and work. Such inspections and acceptance to be made by the LESSEE'S Department of Public Works. Upon proper completion of the renovations, improvements and work and the issuance of a certificate of occupancy by the appropriate municipal authority, the LESSOR shall immediately notify the Department of Public Works Commissioner in writing of such completion and issuance.

c. Upon the LESSEE'S timely receipt of written notice of completion of all leasehold renovations, improvements and work and any other required improvements, including a certificate of occupancy from the LESSOR, the LESSEE within seven (7) business days shall inspect said renovations, improvements and work. If within the aforesaid seven (7) day period the LESSEE has no objections to the said renovations, improvements and work, a written decision as to acceptance of the demised premises by the Department of Public Works shall be made within the aforesaid seven (7) day period. In the event the LESSEE has objections to the said renovations, improvements and work, then in lieu of such written decision, the LESSEE shall, within thirty (30) days of the LESSEE'S receipt of the LESSOR'S said notice of completion and a certificate of occupancy, deliver to the LESSOR, the LESSEE'S specific written objections regarding the said renovations, improvements and work. The LESSOR shall have thirty (30) calendar days, time being of the essence, within which to cure the LESSEE'S written objections from the date of the LESSEE'S delivery of its written objections to the LESSOR. If, based on credible evidence, however, it appears to the LESSEE that the LESSOR is unable to cure the LESSEE'S written objections within the said thirty (30) calendar days from the date of the LESSEE'S delivery of its written objections (i) through no fault of the LESSOR and (ii) the LESSOR has diligently commenced and pursued to cure the LESSEE'S written objections within the said thirty (30) calendar days' cure period, the LESSOR shall cure the LESSEE'S written objections on or before ninety (90) calendar days from the date of the LESSEE'S delivery of its written objections to the LESSOR, time being of the essence. If the LESSOR fails to cure the LESSEE'S written objections within the said thirty (30) calendar days' cure period or within the ninety (90) calendar days' cure period, as the case may be, the LESSEE, at its option and without further notice, may make any necessary renovations, improvements and perform any necessary work to cure the LESSEE'S said written objections and deduct the cost thereof and expenses connected therewith from rents due or to become due under the terms of this lease. Notwithstanding the foregoing, however, before LESSEE may deduct any cost or expense from rents due or to become due, the LESSEE shall provide the LESSOR with written evidence of the amount incurred by the LESSEE, and the LESSOR shall have fifteen (15) days within which to reimburse the LESSEE for the costs thereof, time being of the essence. If the LESSOR does not reimburse the LESSEE within the said fifteen (15) day period, then and only then shall the LESSEE be authorized to deduct the amount from rents due or to become due under the terms of this lease.

d. The LESSOR'S failure to commence and/or complete all said leasehold renovations, improvements and work and any other required improvements set forth in the Lease Proposal Outline and in any of the LESSEE'S said plans, drawings, Project Budget, Parts I and II, letter of commitment, and specifications within 120 calendar days commencing from the date this lease is approved by the Attorney General and/or the failure of the LESSOR to cure the LESSEE'S said written objections, if any, shall constitute a material breach of the lease if such failure is not attributable to an act of God or force majeure. In the event of any such breach or default, the LESSEE, at its option, may without waiving or limiting its other rights, remedies or causes of action terminate this lease upon written notice in the manner provided under Section Sixteen (16). In the event that the LESSEE exercises its said option to terminate this lease, the LESSOR agrees to the following:

(a) To reimburse the LESSEE for any financial amount that the LESSEE may have expended in commencing and/or completing any of the aforesaid necessary renovations and improvements and in performing any aforesaid necessary work; and

(b) To reimburse the LESSEE for any financial amount the LESSEE may have expended in connection with locating and moving to new quarters, deemed suitable by the LESSEE, in its sole judgment.

The term of this lease hereinbefore mentioned in Section Two (2) and the rental commencement date shall commence ten (10) days after the following:

(a) The Department of Public Works' receipt of the LESSOR'S said notice of the completion of the renovations, improvements and work, accompanied by a copy of the certificate of occupancy;

(b) The written acceptance, by the LESSEE'S Department of Public Works, of the LESSOR'S renovations, improvements and work; and

(c) The written acceptance of the demised premises by the LESSEE'S Department of Public Works.

(d) The LESSEE'S actual physical occupancy of the demised premises or when the LESSEE actually opens for business at the demised premises, whichever occurs first.

Nothing herein shall constitute a reduction, restriction or waiver of any other remedies available to the LESSEE under this lease and in law and equity. In the event this section is found to be in conflict with any other section in this lease, the section most favorable to the LESSEE shall control.

SECTION TWENTY-SIX

The LESSEE shall not be responsible for any payments or reimbursements under this lease except those expressly provided herein and authorized under statute.

SECTION TWENTY-SEVEN

Any modification of this lease or additional obligation assumed by the LESSOR or LESSEE in connection with this lease shall be binding only if evidence in writing and approved by the State Properties Review Board and the Attorney General, which approval may be withheld or delayed at the discretion of the State Properties Review Board and the Attorney General.

SECTION TWENTY-EIGHT

The LESSEE shall not be liable for damage to any property or injury to person caused by the LESSOR'S (including the LESSOR'S employees, agents, contractors or invitees) negligence, omission or misconduct or willful, wanton and intentional acts or caused by the LESSOR'S criminal conduct.

SECTION TWENTY-NINE

The LESSEE shall not be liable to the LESSOR and to any person for any loss, damage to any person for any loss, damage to any property or injury to any person occasioned by theft, fire, act of God, public enemy, injunction, riot, insurrection, war, court order, requisition or order of governmental authority, or any other matter beyond the control of the LESSEE.

SECTION THIRTY

The LESSOR shall not be liable for damage to any property or injury to person caused by the LESSEE'S negligence, omission or misconduct or willful, wanton and intentional acts or caused by the LESSEE'S criminal conduct.

SECTION THIRTY-ONE

The LESSOR shall not be liable to the LESSEE and to any person for any loss, damage to any person for any loss, damage to any property or injury to any person occasioned by theft, fire, act of God, public enemy, injunction, riot, insurrection, war, court order, requisition or order of governmental authority, or any other matter beyond the control of the LESSOR.

SECTION THIRTY-TWO

The LESSEE shall not have any obligations and duties under this lease except those expressly provided herein and authorized by statute.

SECTION THIRTY-THREE

The liability of LESSOR to indemnify and save and hold harmless LESSEE shall be effectively protected by insurance at no cost to the LESSEE. The limits of coverage of such insurance purchased by the LESSOR shall not in any way limit, reduce or restrict the LESSOR'S obligations under any indemnification and save and hold harmless provisions stated in this lease.

SECTION THIRTY-FOUR

It is agreed that this lease shall be governed by, construed, and enforced in accordance with the laws of the State of Connecticut.

SECTION THIRTY-FIVE

As special conditions, the LESSOR further agrees to the following:

a. The LESSOR, at its sole expense and cost, shall cause the entire premises at 100 Fairfield Avenue, Bridgeport, Connecticut, to be in compliance with the Americans with Disabilities Act of 1990, as amended.

b. That all of the said renovations, improvements and work mentioned in Sections Three (3) and Seven (7) shall be accomplished by the LESSOR within one hundred twenty (120) calendar days after the Attorney General signs this lease and the City of Bridgeport issues the necessary building permits, time being of the essence.

c. The LESSOR further represents and warrants to the LESSEE that all materials, equipment and work made part of the aforesaid renovations and improvements (inclusive of all tenant improvements made on behalf of the LESSEE), will be new, designed and constructed in a workmanlike manner, free of any defects, including without limitation, design, architectural, engineering, structural, electrical, mechanical, heating, ventilating, air conditioning, or plumbing defects, and in accordance with the terms and conditions of this lease.

SECTION THIRTY-SIX

Each provision of this lease to be performed by the LESSOR shall be construed to be both a covenant and condition, and if there shall be more than one LESSOR, they shall be bound jointly and severally by each and every section and provision of this lease.

SECTION THIRTY-SEVEN

In no event shall the LESSEE be obligated or liable for any additional rent not expressly provided for in this lease and authorized by statute.

SECTION THIRTY-EIGHT

The LESSEE may record this lease, provided however, that the LESSOR, at the written request of the LESSEE, shall join in the execution of a notice or memorandum of this lease in such form as the LESSEE shall prepare for the purpose of recordation pursuant to General Statutes Section 47-19.

SECTION THIRTY-NINE

If for any reason the terms of this lease or any substantive provision thereof, shall be found to be unenforceable, illegal or violative of public policy, this lease shall automatically be amended to conform to the applicable decision, and the LESSOR and LESSEE hereto expressly agree to execute any amendments necessary to effectuate the goals and purposes of this lease.

SECTION FORTY

The LESSOR hereby represents that in compliance with Section 7 of Public Act 99-220, the LESSOR has had a security audit conducted in and about the demised premises, in and about the building or buildings in which the demised premises are located and in or about the LESSOR'S adjoining property, buildings, improvements, structures and facilities at 100 Fairfield Avenue, Bridgeport, Connecticut (hereinafter "Total Premises") and that the LESSOR has implemented the recommendations of said security audit and that said implemented recommendations has brought the Total Premises into compliance with the security standards established under Section 7 of said Public Act at no cost to the LESSEE.

Pursuant to Section 7 of said Public Act, the LESSOR hereby agrees that the LESSOR shall maintain said security standards for the Total Premises throughout the lease term, during any extension or renewal of the lease term and during any hold over period at no cost to the LESSEE.

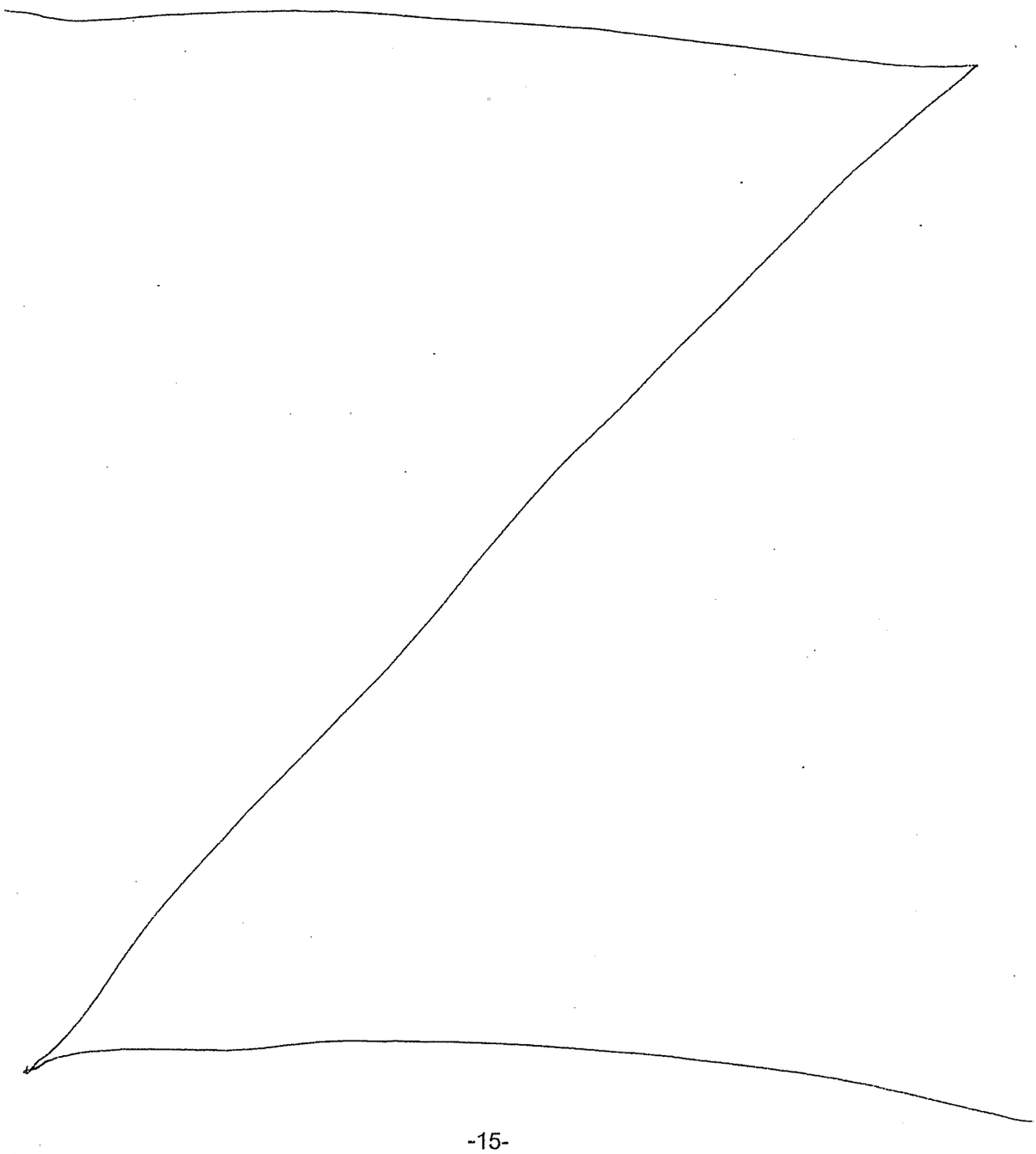
SECTION FORTY-ONE

The LESSOR shall provide and operate all building equipment and systems in accordance with the highest standards found within applicable technical publications, manuals and standard procedures at no cost to the LESSEE. Mains, lines and meters for utilities shall be provided by the LESSOR. Exposed ducts, piping and conduits are not permitted in office areas.

The LESSOR shall ensure that all Computer controlled facility components are Year 2000 compliant prior to acceptance of the space for occupancy by the LESSEE. The LESSOR'S execution of this lease shall be construed as a certification that all computer controlled facility components are year 2000 compliant.

SECTION FORTY-TWO

Nothing in this lease may be construed as a waiver or limitation on the LESSEE'S sovereign immunity. To the extent this section is found to be in conflict with any other section of this lease, this section shall control.



IN WITNESS WHEREOF, the 100 Fairfield Owner Company LLC has by its general partner aforesaid hereto set its hand and seal this 14 day of Sept., 2001.

Harvey J. Hevenstone)
)
)
William Fallet)

William M. Nolan L.S.
100 Fairfield Owner Company LLC
By William M. Nolan, its General Partner

IN WITNESS WHEREOF, that I, P. J. Delahunty, Jr., Deputy Commissioner of Public Works, duly authorized, hereto set my hand this 17th day of SEPTEMBER, 2001.

M'Marie Crumbie)
)
)
Marjorie E. Heap

State of Connecticut

by
P. J. Delahunty, Jr.
Its Deputy Commissioner of Public Works,
duly authorized

Date signed: 9-17-01

State of Connecticut
ss: Bridgeport
County of Fairfield

On this 14th day of September, 2001, before me, Margie Ayala. the undersigned officer, personally appeared William M. Nolan, known to me (or satisfactorily proven) to be the person whose name is subscribed as general partner for 100 Fairfield Avenue Company LLC, and acknowledged that he executed the same as the act of his principal for the purposes therein contained.

In witness whereof I hereunto set my hand.

Margie Ayala

Commissioner of the Superior Court
Notary Public
My commission expires

MARGIE AYALA
NOTARY PUBLIC
MY COMMISSION EXPIRES NOV. 30, 2004

State of Connecticut
ss: Hartford
County of Hartford

On this the 17th day of SEPTEMBER 2001, before me, M'Marie Crumbie the undersigned officer, personally appeared P. J. Delahunty, Jr., of the State of Connecticut, known to me to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand.

M'Marie Crumbie

Notary Public
My commission expires 2/28/06

Approved:

Attorney General

Date signed: 9/20/01