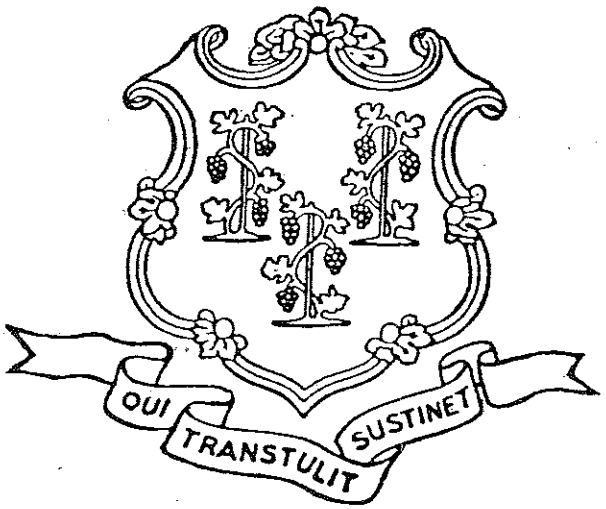
STATE OF CONNECTICUT



STANDARD LEASE

Issue: S.L.2002.3

Form Origination Date: September 2002

Agency: Department of Environmental Protection
141 South Street, West Hartford, Connecticut

LIMITED LIABILITY COMPANY
(L.L.C. CERTIFICATION)

WE, Mezzo Realty Corp and Goomery Real Estate LLC, hereby certify that we are all of the members of First South Associates LLC, a limited liability company organized and existing under the laws of the State of Connecticut ("Company"); that Mezzo Realty Corp is the Managing Member of First South Associates LLC, a Connecticut limited liability company, that at a meeting of the members held on November 5, 2002 all of the members of the Company adopted the following resolution: Resolved that Mezzo Realty Corp Managing Member of First South Associates LLC, itself acting as the Managing Member of the Company, is hereby authorized to make, consent and approve, on behalf of the Company any and all contracts, leases and amendments thereto.

WE DO FURTHER CERTIFY that the above resolution has not been in any way altered, amended, repealed or revoked and is in full force and effect.

In witness whereof, we have hereunto set our hands this 5th day of November 2002.

Dino G. Archibald, President Mezzo Realty Corp, member

Dino G. Archibald, Goomery Real Estate LLC, member

_____, member

_____, member

_____, member

Note to DPW: All members of the Lessor are to sign the Certificate of Authority.

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LIST OF EXHIBITS

A-Demised Premises Floor Plan
B-Affidavit of Net Usable Square Feet of Demised Premises
C-Renovations and Improvements
D-Normal Operating Hours; Utilities and Services
E-Satement of Financial Interest

STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC WORKS (DPW) STANDARD LEASE # S.L.2002.2

This lease is entered into as of the Third day of December, 2002, by and between First South Associates LLC, ("LESSOR"), owner of the Total Premises, defined in Article 15 (Title to Total Premises) below, whose address is 110 East 59th Street, New York, New York, 10022 , acting herein by Mecox Realty Corporation, its Manager, duly authorized, and the State of Connecticut ("LESSEE"), acting herein by T. R. Anson, its Commissioner of the Department of Public Works, or his designee, each duly authorized, pursuant to the provisions of subsection (a) of Section 4b-30 of the General Statutes of Connecticut, as revised, which authority is contingent upon satisfying the conditions of Conn. Gen. Stat. Sections 4b-23, 4b-24 and 4b-32, as revised, concerning entering into leases with the advice and consent of the Secretary of the Office of Policy and Management and the Properties Review Board of the State of Connecticut.

WITNESSETH: In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

ARTICLE 1: DEMISED PREMISES

1.01 DEMISED PREMISES.

The LESSOR hereby warrants to the LESSEE that the LESSOR is the owner in fee simple, and leases unto the LESSEE, the Demised Premises consisting of 14,000 net usable continguous square feet, as defined in Exhibit B (Affidavit of Net Usable Square Feet of Demised Premises), situated at 141 South Street, West Hartford, together with all appurtenances thereto and all right to means of ingress into and egress out of the Demised Premises and together with the improvements, fixtures, equipment and facilities of the LESSOR now located or to be located on said premises (the "Demised Premises"). The LESSOR shall execute and deliver to the LESSEE, simultaneously with this lease, the Affidavit of Net Usable Square Feet of Demised Premises, attached hereto as Exhibit B. The LESSOR'S affidavit to the LESSEE attesting to the aforesaid net usable square feet and scaleable floor plan, attached as Exhibit A (Demised Premises Floor Plan) and drawn to a minimum scale of 1/8" = 1'-0" on the first floor(s) of the Demised Premises. The Demised Premises includes 15 striped, lighted and maintained reserved parking spaces, with security acceptable to LESSEE, located at 141 South Street, West Hartford, Connecticut.

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ARTICLE 2: RENT AND ADDITIONAL RENT

2.01 FIXED BASE RENT

During the term of this lease, the LESSEE shall pay the LESSOR the fixed base rental of ($101,499.96~~annual for the first two (2) years of the lease, and $105,000.00 annually for the next three (3) years~~) per year, payable in equal monthly installments of ($8,458.33~~for the first two (2) years, and $8,750.00 for the following three (3) years~~) by the end of each calendar month. In addition to the "Tenant Improvements" ("TI") payments identified in Section 2.02 below, a LESSOR'S TI allowance of $N/A shall be included as part of the said fixed base rent. The first of such payments shall be made upon acceptance of the Demised Premises as per Article 5 (Demised Premises Preparation – Minimum Requirements). Rental for occupancy of less than a full calendar month at the commencement, termination or any partial interruption of this lease shall be prorated by dividing the monthly rent by thirty (30) and multiplying the resulting quotient by the number of days of occupancy.

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2.02 TENANT IMPROVEMENT PAYMENTS

~~As may be set forth in Section 4 of Exhibit C (Renovations and Improvements), if applicable and~~ attached, during the initial term of this lease, the LESSEE shall pay the LESSOR, in addition to fixed base rent, above, and additional rent, below, ($n/a) per year, payable in equal monthly installments of ($n/a) by the end of each calendar month for the cost of tenant improvements in excess of the LESSOR'S TI allowance. The first of such "TI" payments shall be made after acceptance of the Demised Premises in accordance with Article 5, (Demised Premises Preparation – Minimum Requirements). These TI payments for occupancy of less than a full calendar month at the commencement, termination or any partial interruption of this lease shall be prorated by dividing the monthly rent by thirty (30) and multiplying the resulting quotient by the number of days of occupancy.

2.03 ADDITIONAL RENT

~~In addition to any other additional rent that may be called for elsewhere in this lease, the~~ LESSEE shall pay as additional rent such items as may be set forth in Exhibits D (Normal Operation Hours; Utilities and Services) and E (Additional Rent), if applicable and attached. The first such payment as additional rent shall be made after acceptance of the Demised Premises in accordance with Article 5, (Demised Premises Preparation – Minimum Requirements).

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ARTICLE 3: TERM OF LEASE

3.01 LEASE TERM

The LESSEE is to have and to hold the Demised Premises with their appurtenances for the term of (5) years commencing on the date of acceptance of the Demised Premises as per Article 5 (Demised Premises Preparation – Minimum Requirements) and upon acceptance of any renovations and improvements, as may be set forth in Exhibit C (Renovations and Improvements), if applicable and attached.

3.02 SPACE/PARKING SPACES OPTION

~~From time to time during the lease term, the LESSEE shall have the continuing option to obtain~~ additional space and parking spaces in the ratio of N/A per 1,000 net usable square feet ~~of~~ extension space, as may become available, at the existing fixed base rent rate as ~~indicated~~ in Article 2 (Rent and Additional Rent). LESSOR shall provide prompt ~~written~~ notification to LESSEE when any such space becomes available. The LESSEE ~~shall~~ have thirty (30) days following the receipt of such notice within which to provide ~~written~~ notice to the LESSOR of its desire to exercise such option. After the LESSEE ~~obtains~~ all approvals necessary in order to exercise the option, including that of the ~~State~~ Properties Review Board, and so notifies the LESSOR in writing, the LESSOR ~~shall~~ have thirty (30) days within which to complete the tasks set forth in Section 5.01 with ~~respect~~ to said additional space. The commencement date of the lease of said additional ~~space~~ shall be the date upon which the LESSEE provides written notification to ~~the~~ LESSOR of the LESSEE'S approval pursuant to Article 13, Notices. In all other ~~aspects~~, the terms and conditions of the lease of such additional space shall be ~~as~~ set forth ~~herein.~~

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3.03 RENEWAL OPTION

This lease may be renewed at the option of the LESSEE for five (5) years at the fixed base rental of One Hundred ~~Forty~~ Twenty-Six Thousand Dollars ~~and Four Cents~~ ($~~140,000.04~~ 126,000.00) per year, payable in equal monthly installments of ($~~11,666.67~~ 10,500.00) by the end of each calendar month, provided that written notice is posted to the LESSOR at least ninety (90) days before the end of the original lease term. All other terms and conditions of the lease shall remain in effect.

~~The LESSEE may further renew this lease by exercising a second renewal option for N/A years~~ at the fixed base rental of N/A ($N/A) per year, payable in equal ~~monthly installments~~ of ($N/A) by the end of each calendar month provided ~~that written~~ notice is posted to the LESSOR at least ninety (90) days before ~~the end of~~ the first renewal option. All other terms and conditions of the ~~lease shall remain in effect.~~

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3.04 HOLDOVER

At the expiration or termination of the lease, the LESSEE may holdover on a month-to-month basis at the fixed base rent last in effect during the expired lease term and subject to the terms, conditions and covenants contained in the lease prior to the expiration or termination. Notwithstanding this provision, the LESSOR shall not charge and the LESSEE shall not pay an increase in the fixed base rent unless the LESSOR shall have provided the LESSEE written notice of the increase at least 45 days prior to its effective date and such increase has been previously approved in writing by the State Properties Review Board. The exercise of LESSEE'S rights under this section shall be without prejudice to such rights as the LESSEE has under Section 3.03. The rental shall be prorated during the said holdover period. In no event shall the fixed base rent increase be greater than the fair rental value of the subject property for said space and shall not exceed 1.1 times the fixed base rent in any 12-month period.

3.05 SUBLEASE OR ASSIGNMENT

The LESSEE may utilize the Demised Premises for any governmental or quasi-governmental purpose and sublet all or any part of the Demised Premises or assign this lease to another governmental or quasi-governmental entity at any time. 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.

3:06 REMOVAL OF LESSEE'S PROPERTY

The LESSEE shall have the right, but not the obligation, at any time during (a) the lease term, (b) any holdover period and (c) any renewal period, or, at the expiration or other termination of this lease, to sever, remove or otherwise dispose of all alterations, additions, improvements, fixtures, equipment and any other property owned by the LESSEE and placed in, on, around or about the Demised Premises by the LESSEE or at the LESSEE'S direction. Any unreasonable and material damage to the Demised Premises caused by such removal shall be repaired by the LESSEE. The LESSEE shall remove all such property within a reasonable time and in accordance with applicable laws. The LESSEE shall continue to be bound by the provisions of Article 2 until all property is removed.

3.07 SURRENDER OF DEMISED PREMISES

At the expiration or other termination of this lease, the LESSEE will surrender the Demised Premises in the same condition as existed at the time of commencement of the lease, excepting therefrom reasonable use and wear, damage by the elements, fire or other unavoidable casualties, and any alterations or additions which may have been made by the LESSOR or by the LESSEE with the written consent of the LESSOR, and which were made with the understanding that they would not be removed by the LESSEE.

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ARTICLE 4: LESSOR'S OBLIGATIONS; DEFAULT

4.01 COMPLIANCE WITH APPLICABLE LAWS

The LESSOR, LESSOR Parties (as defined in Article 7 (Indemnification; Duty to Defend)) and LESSOR'S contractors shall comply fully with all applicable Connecticut Statutes, regulations, codes, rules and executive orders. These shall include but are not limited to, the non-discrimination provisions set forth in: (a) Article 18 (Nondiscrimination Provisions) of this lease; (b) Title 4b, Chapter 60a, of the Connecticut General Statutes concerning security for State facilities; (c) State building and life safety codes; and (d) the Americans with Disabilities Act of 1990, as it may be amended from time to time (the "ADA"). Failure to comply with any of the above shall constitute a default by the LESSOR and the LESSEE may take any and all actions as are permitted by law.

4.02 CONDITION OF THE DEMISED PREMISES

The LESSOR covenants that the Demised Premises presently and at all times during the term of this lease, shall comply fully with all applicable Federal, State and local laws, rules, codes, regulations and adopted guidelines, all at no cost to the LESSEE. The LESSOR covenants that the Demised Premises shall continue to be in compliance with same during the term of this lease and during any renewal term or other extension of the lease term. The cost to cure any non-compliance shall be at the sole cost and expense of the LESSOR.

4.03 ENVIRONMENTAL AFFIDAVIT

If the construction of the Total Premises was completed prior to January 1, 1980, then the LESSOR shall, prior to the execution of this lease and as a condition precedent to the commencement date of this lease, procure and deliver to the LESSEE a certification by a professional engineer licensed in Connecticut stating either that the Demised Premises are free of asbestos containing materials ("ACM") or that any existing ACMs are encapsulated in compliance with applicable State and Federal laws and regulations, including, but not limited to, those of the Occupational Safety and Health Act ("OSHA"), the State of Connecticut Department of Environmental Protection and any relevant Environmental Protection Agency ("EPA") regulations, guidelines and procedures. The professional engineer shall be acceptable to the LESSEE. If the LESSOR fails to deliver this certification on or before seven (7) days after this lease is ready for execution by the LESSOR, then this lease and all discussions and negotiations concerning this lease shall be of no force or effect and shall be treated as if they had never existed or taken place and no liability of any kind or for any purpose shall attach to the LESSEE concerning this lease, the Demised Premises or any negotiations relating thereto.

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4.04 INDOOR COMFORT

The LESSOR shall provide and maintain the heat, ventilation and air-conditioning ("HVAC") systems in accordance with all applicable Federal, State and local laws, rules, codes, regulations and adopted guidelines. These systems shall provide air-conditioning of sufficient capacity as required to maintain the office portion of the Demised Premises and all common areas with an inside temperature of no greater than 78 degrees Fahrenheit. The heating system shall provide heat of sufficient capacity as required to maintain all leased areas with an inside temperature of no less than 68 degrees Fahrenheit. Air handling units ("AHU's") shall run continuously during operating hours with required outside air capacity. LESSEE, in its discretion, may change those hours of operation from time to time.

Subject to the limitations in Section 4.05 below, the LESSOR shall maintain, at its sole cost and expense, all systems, including mechanical, electrical and plumbing, as per applicable codes and guidelines.

4.05 DUTY TO MAINTAIN AND REPAIR

The LESSOR shall maintain the Demised Premises and any and all equipment, fixtures, and appurtenances furnished by the LESSOR under this lease in good repair and working condition at no cost to the LESSEE. In case of damage arising from the willful misconduct or gross negligence of the LESSEE, its officers, agents and employees, the LESSEE shall reimburse the LESSOR for that damage. If the damages cost more than $1,000, the LESSEE shall not reimburse the LESSOR until the LESSOR shall have submitted to the LESSEE itemized competitive bids for the work and the LESSEE shall have approved a reasonable bid cost and a description of the scope of work. Provided, further, that the LESSOR shall submit to the LESSEE the bids and scope of work no more than thirty (30) days following the date that the damage is alleged to have occurred. The LESSEE'S prior written approval of an itemized competitive bid and the description of the scope of work are conditions precedent on the part of the LESSEE to reimburse the LESSOR for any repairs and/or replacements.

For the purpose of so maintaining the Demised Premises, the LESSOR may at reasonable times, and with the approval of the authorized representative of the LESSEE, inspect the same and make any necessary repairs thereto at no cost to the LESSEE.

If the LESSOR fails to make any repairs, replacements and/or work within twenty-four (24) hours after the date of written notice of same from the LESSEE in the case of essential systems or seven (7) days after the date of written notice from the LESSEE in the case of repairs, replacements and/or work to non-essential systems, the LESSEE in its discretion and without further notice to the LESSOR may make the repairs, replacements and/or work 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. In the case of essential systems, the LESSEE in its sole discretion may terminate this Lease, subject to Article 10 (Notices).

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Notwithstanding the aforesaid, if the failure to perform any of the repairs, replacements or work constitutes a hazard to any part of the Total Premises or any person, then the LESSEE may immediately cause such hazardous conditions to be corrected, without written notice to the LESSOR and deduct the costs and expenses thereof from rents due or to become due under this lease.

4.06 CARPETING AND REPAINTING

~~The LESSOR shall replace carpeting every 5 years within ninety (90) days of the anniversary~~ date of the commencement of the lease term, at its sole cost and expense. The LESSOR shall be responsible to move all furniture, fixtures and equipment at its sole expense. The LESSOR shall not be responsible for the moving of the LESSEE'S computer data equipment or the personal effects of LESSEE'S employees. The work shall be accomplished during the LESSEE'S non-operating hours in a good and workmanlike manner and so as not to unreasonably interfere with the conduct of LESSEE'S business. In case a conflict or a difference in interpretation arises between or among any of the terms and conditions of Exhibit C, if applicable and attached, and this Section 4.06, then such conflict or difference shall be resolved in favor of the terms and conditions set forth in Exhibit C.

The carpet shall be commercial quality, wall-to-wall or carpet squares, as the LESSEE may require, 100% nylon, tufted, level loop with permanent anti-static and soil hiding features. Face yarn weight shall be 28 ounce per square yard minimum; total weight 67 ounces per square yard minimum, heavy traffic designated. Color and pattern are to be selected by the LESSEE. The LESSOR shall submit color samples from a minimum of two nationally recognized carpet manufacturers. The carpeting shall have an average critical radiant flux of at least 0.45 watts per square centimeter (NFPA 253) and specific optical density of 450 or less (NFPA 258).

The LESSOR shall paint interior walls every five (5) years, with a high quality national brand latex paint and complete said painting within ninety (90) days of the anniversary date of the commencement of the lease term, and complete thorough touch up within ninety (90) days of the third lease anniversary date following such initial painting, all at its sole cost and expense. The LESSOR shall move all furniture, fixtures and equipment at its sole cost and expense. The LESSOR shall not be responsible for the moving of the LESSEE'S computer data equipment or the personal effects of LESSEE'S employees. The work shall be accomplished during the LESSEE'S non-operating hours in a good and workmanlike manner using commercial-quality paint and undertaken in such manner as not to unreasonably interfere with the conduct of the LESSEE'S business. One or two coats shall be applied as required by the LESSEE. The ~~LESSEE shall select color.~~

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4.07 SECURITY

The LESSEE may, at its own discretion, install, and subsequently remove, security enhancements to the Demised Premises, including, but not limited to secured access, cameras and an intrusion system at the LESSEE'S sole expense. The LESSEE may at any time, without notice to the LESSOR and at the LESSEE'S expense, perform a security audit of the Demised Premises or Total Premises. The LESSOR shall comply with any renovations required to complete security modifications including, but not limited to, adding security personnel, equipment installation, and wiring as required. Any and all costs and expenses associated with adding security personnel shall be borne by the LESSEE. The LESSEE may require that the LESSOR, and the LESSOR shall, obtain itemized competitive bids to implement the work at the LESSEE'S expense. In so doing, the LESSOR shall follow and observe all of the bidding procedures and safeguards of the Department of Public Works. The LESSOR shall fully cooperate with the LESSEE'S consultants, security personnel, and police forces. If there is a dispute concerning security issues, the LESSEE'S security personnel shall have the final determination. The LESSOR shall keep all of the LESSEE'S security arrangements and systems confidential. The LESSOR and the LESSEE shall comply with the provisions of Conn. Gen. Stat. §4b-135, concerning security requirements for new leases. Further, the LESSOR shall comply with any security procedures or "post orders" as may be issued by the LESSEE.

4.08 DEFAULT

Failure to prepare, maintain, service, repair or replace equipment as required under this lease shall constitute a default by the LESSOR. If all or part of the Demised Premises becomes unfit for use for the purposes leased, such shall also constitute a default by the LESSOR. In either case, the LESSEE, in its discretion, may terminate the lease or pursue any other remedies allowed by law. For any period that the Demised Premises or any part thereof is unfit for the purposes leased, the rent shall be abated in proportion to the area determined by the LESSEE to be unfit for use.

4.09 FAILURE TO FULFILL OTHER OBLIGATIONS

If the LESSOR has any other obligations under this lease that the LESSOR fails to fulfill within ten (10) days after the date of notice from the LESSEE, the LESSOR shall not be entitled to receive any rent or additional rent during such period. The LESSEE, in its sole 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 deduct the cost thereof and expenses connected therewith from rents due or to become due the LESSOR under the terms of this lease, or may recover all or any portion of such cost and expenses by other appropriate means.

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ARTICLE 5: DEMISED PREMISES PREPARATION --MINIMUM REQUIREMENTS

5.01 MINIMUM REQUIREMENTS

~~Prior to occupancy, all of the following shall be completed: the Demised Premises shall be~~ painted and new carpet installed in a good and workmanlike manner at LESSOR'S sole expense; all existing fabric walls, systems furniture, chairs, etc. shall be High Efficiency Particulate Air vacuumed; existing Vinyl Composite Tile floor surfaces shall be stripped and waxed or mopped as required; all toilet rooms shall be high and low cleaned, and sanitized; all receptacles shall be operational; all lighting shall be operational and lamps replaced as appropriate; all lenses shall be cleaned; any ceiling tile that is damaged, stained or dirty shall be replaced; all doors and locks shall be operational; all mechanical and plumbing systems shall be operational; all mechanical system filters shall be replaced; all condensate pans shall be drained, cleaned and sanitized; outside air requirements, air distribution systems, Variable Air Volume boxes, and sub-systems shall be inspected and repaired as required by a licensed mechanical maintenance firm; all life/fire safety systems shall meet existing codes and be operational and tested; the Demised Premises must be free of any roof, envelope, window or fixture leaks. The LESSEE shall obtain the LESSOR'S approval on wiring runs, which approval shall not be unreasonably withheld or delayed by the LESSOR.

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The LESSEE reserves the right to inspect all systems. The LESSOR shall give written notice as to when the Demised Premises is prepared for inspection. Telephone and data lines shall be the ~~responsibility of the LESSEE unless otherwise stated~~. Additional convenience receptacles or system furniture feeds shall be provided by the LESSOR and paid for by the LESSEE as specified in Exhibit C (Renovations and Improvements), if applicable and attached. The LESSOR shall provide space for telephone and data equipment and cabling. The LESSEE shall install branch wiring for telephone and data unless provided by the LESSOR in Exhibit C (Renovations and Improvements), if applicable and attached. Unless otherwise specified in this Section, all work shall be done at the LESSOR'S sole cost and expense and performed in a good and workmanlike manner under the LESSOR'S supervision.

The rent commencement date shall be such date as when the LESSEE makes a written determination that all applicable provisions of Articles 4 (LESSOR'S Obligations; Default) and 5 (Demised Premises Preparation – Minimum Requirements) and Exhibits C (Renovations and Improvements), and D (Normal Operating Hours; Utilities and Services), if applicable and attached, have been complied with. The LESSEE and LESSOR shall confirm the lease and rent commencement dates in writing no later than thirty (30) days from the commencement of the lease term.

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5.02 RENOVATIONS OR FIT-OUT

Any "fit out" or renovations required in addition to the above minimum requirements and the conditions that govern said renovations and improvements shall be carried out in accordance with the terms set forth in Section 4.07 and Exhibit C (Renovations and Improvements) if applicable and attached. In case a conflict or a difference in interpretation arises between or among any of the terms and conditions of Exhibit C, if applicable and attached, and this Article 5 (Demised Premises Preparation – Minimum Requirements), then such conflict or difference shall be resolved in favor of the terms and conditions set forth in Exhibit C.

ARTICLE 6: LESSEE'S DEFAULT

6.01 LESSEE'S DEFAULT

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 until written notice of said nonpayment has been received by the Commissioner of the Department of Public Works and thirty (30) days have passed from the date of such receipt.

ARTICLE 7: INDEMNIFICATION; DUTY TO DEFEND

7.01 INDEMNIFICATION

At all times during this lease and during any extension or renewal thereof or holdover period, the LESSOR shall indemnify, defend and hold harmless the LESSEE and its successors and assigns from and against all (a) actions, suits, claims, demands, investigations and legal, administrative or arbitration proceedings pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum (collectively, "Claims") arising, directly or indirectly, in connection with this lease including, but not limited to, acts of commission or omission (collectively, the "Acts") by the LESSOR or any of its members, directors, officers, shareholders, representatives, agents, servants, consultants, employees or any other person or entity with whom the LESSOR is in privity of oral or written contract (collectively, "LESSOR Parties"); (b) liabilities arising, directly or indirectly, in connection with this lease, out of the LESSOR'S or LESSOR Parties' Acts concerning its or their duties and obligations as set forth in this lease; and (c) damages, losses, costs and expenses, including but not limited to, investigative costs and attorneys' and other professionals' fees, that may arise out of such Claims and/or liabilities for bodily injury, death and/or property damage. The LESSOR shall reimburse the LESSEE, for any and all damage to the real or personal property of the LESSEE caused by the Acts of the LESSOR or any LESSOR Parties.

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The LESSEE shall give to the LESSOR reasonable notice of any such Claim. The LESSOR shall also use counsel acceptable to the LESSEE in carrying out its obligations hereunder. The provisions of this Article shall survive the expiration or early termination of this lease, and shall not be limited by reason of any insurance coverage.

7.02 DUTY TO DEFEND

In case any Claim 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, or cause the same to be resisted or defended, by retained competent counsel acceptable to the LESSEE. The LESSOR shall cause such counsel to defend any Claim vigorously and at no cost or expense to the LESSEE, but may not hold itself out as LESSEE'S counsel.

ARTICLE 8: LIMITATION ON LESSEE'S LIABILITY

8.01 FORCE MAJEURE

The LESSEE shall not be liable to the LESSOR or to any person for any loss, injury or damage to any person or property occasioned by Force Majeure. Force Majeure means events that materially affect performance under this lease and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the LESSOR, failure of permanent power, inadequate permanent power, unavoidable casualties, fire not caused by the LESSOR, extraordinary weather conditions, disaster, riots, acts of God, insurrection, war or any other matter beyond the control of the LESSEE.

ARTICLE 9: INSURANCE

9.01 LESSOR'S INSURANCE

The LESSOR shall provide and maintain Commercial General Liability Insurance, with the LESSEE named as an additional insured providing for a minimum limit of $1,000,000.00 for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence and for all damages arising out of injuries to or destruction of property in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of $2,000,000.00 for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injuries to or destruction of property during the lease term at no cost to the LESSEE.

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Annually, the LESSOR shall provide the LESSEE with a certificate of insurance to this effect. 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 a loss payee in an amount equal to not less than 100% of the replacement cost of the LESSEE'S improvements, fixtures, equipment and furniture on the Demised Premises to protect the LESSEE'S interest in the Demised Premises, but which amount shall not exceed $500,000. 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, without limitation, said liability and fire and casualty insurance coverage pertaining to any and all risks described under this Article. Such policies of insurance shall also provide notification to the LESSEE at least thirty (30) days prior to any cancellation or modification of coverage. The insurer shall be licensed by the State of Connecticut and be rated A- or better.

The liability of the LESSOR to indemnify, defend and save and hold harmless the LESSEE shall be effectively protected by insurance. 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.

ARTICLE 10: NOTICES

10.01 NOTICES

Notices from the LESSEE to the LESSOR shall be sufficient if delivered to the LESSOR or if sent by facsimile or certified mail, postage prepaid, addressed to the LESSOR at the address shown in this lease placed with the United States Postal Service. Notices from the LESSOR to the LESSEE shall be sufficient if sent by facsimile or if placed with the United States Postal Service, certified mail, postage prepaid, addressed to the Commissioner, Department of Public Works, 165 Capitol Avenue, State Office Building, Hartford, Connecticut 06106-1630. Notices from the LESSOR to the State Properties Review Board shall be sufficient if sent in like manner as if to the LESSEE and to the same address.

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ARTICLE 11: SUBORDINATION AND ATTORNMENT

11.01 SUBORDINATION

This lease is subordinate to any mortgage, which has been or may from time to time be placed against the Total Premises, or any part thereof, and is also subordinate to any and all renewals, modifications, consolidations and replacements thereof. Although no instrument or act on the part of the LESSEE shall be necessary to effectuate such subordination, upon request of the LESSOR the LESSEE shall, to the extent allowed by law, execute and deliver to the LESSOR such instruments or instruments as the LESSOR may reasonably need relative to such subordination. In the event of any foreclosure of any such mortgage or a sale in lieu thereof, the LESSEE, so long as no material default exists on its part under this lease, shall not be disturbed in its occupancy of the Demised Premises, and this lease shall continue in full force and effect with the LESSEE recognizing and attorning to the then owner of the Total Premises as its lessor hereunder.

11.02 ATTORNMENT

In the event of any sale, assignment or foreclosure of any mortgage, lien, deed or other security instrument with reference to any part of the Total Premises, including repairs, replacements, improvements and work, the LESSEE shall execute and deliver to the LESSOR a consent, attached hereto as Exhibit G (Consent to Assignment). No change in ownership shall be binding upon the LESSEE unless and until the LESSOR has furnished the LESSEE either the original instrument evidencing such transfer or a certified copy thereof.

11.03 QUIET ENJOYMENT

Notwithstanding the above, the obligations contained in this lease to be performed by the LESSOR shall be binding of the LESSOR'S successors and assigns during their respective periods of ownership. Upon the LESSEE'S paying the fixed base rent and any additional rent and performing all of the LESSEE'S material obligations under this lease, the LESSEE may peacefully and quietly enjoy the Demised Premises during the lease term, renewal or any extended or holdover term as against all persons, entities and/or mortgages lawfully claiming by or through the LESSOR.

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ARTICLE 12: ENTIRE AGREEMENT

12.01 ENTIRE AGREEMENT

This lease, including the exhibits and schedules, if any, attached hereto and any plans, drawings, specifications, affidavits, maps, booklets or parts thereof, 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 Demised Premises or this lease, intending to be bound thereby, 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.

ARTICLE 13: STATE APPROVALS

13.01 STATE APPROVALS

This lease, and any amendments or modifications thereto, whatever the circumstances, shall not be binding on the LESSEE unless and until approved by the State Properties Review Board and the Attorney General of the State of Connecticut, the same being evidenced by their respective signatures on the appropriate documents.

ARTICLE 14: MODIFICATIONS

14.01 MODIFICATIONS

Any modification of this lease, or additional obligation assumed by either of the LESSOR or the LESSEE in connection with this lease, shall be binding only if evidenced in writing and signed by the LESSOR and the LESSEE or an authorized representative of the LESSOR or the LESSEE, and first approved in writing by the State Properties Review Board and the Connecticut Attorney General. The LESSEE shall not have any obligations or duties under this Lease except for those expressly set forth herein.

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ARTICLE 15: TITLE TO TOTAL PREMISES

15.01 TITLE TO TOTAL PREMISES

The LESSOR covenants that it is the owner in fee simple of the entire property on which the Demised Premises is located, including common and parking areas, where applicable, and of which the Demised Premises is a part (collectively, the "Total Premises"). The LESSOR also covenants and warrants to having good right to lease the Demised 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 marketable title. The LESSOR shall 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.

ARTICLE 16: FINANCIAL INTEREST

16.01 STATEMENT OF FINANCIAL INTEREST

The LESSOR shall execute and deliver to the LESSEE a statement of financial interest, attached hereto as Exhibit E (Statement of Financial Interest), which execution and delivery shall be a condition precedent to LESSEE'S execution of the lease. Any false statement contained in said affidavit shall constitute a breach of this lease and shall constitute grounds for the LESSEE to terminate the lease at any time by giving written notice of same to the LESSOR without prejudice to any other remedies the LESSEE may have.

16.02 AUDIT

The State of Connecticut or its authorized agent reserves the right to audit the financial records of the LESSOR with respect to any documents, invoices, books, records or papers, in any existing form, associated with provisions of this lease at this location prior to the payment of any additional rent to amortize the LESSEE'S share of the cost of repairs, replacements and work completed by the LESSOR on behalf of the LESSEE, if any. The LESSEE also may audit any other documents, invoices, books, records or papers, in any existing form, related directly or indirectly to LESSEE'S payment of other additional rents for up to three (3) years after the final payment, at any time during the term of this lease and/or the construction of any other improvements by the LESSOR on behalf of the LESSEE.

4/12/03

ARTICLE 17: MISCELLANEOUS PROVISIONS

17.01 CONNECTICUT LAW

This lease shall be governed by, construed, and enforced in accordance with the laws and court decisions of the State of Connecticut without giving effect to its principles of conflicts of laws.

17.02 JOINT AND SEVERAL OBLIGATIONS

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.

17.03 UNENFORCEABILITY AND AMBIGUITIES OF LEASE PROVISIONS

If for any reason the terms of this lease or any substantive provision thereof, shall be found to violate public policy or be ambiguous, unenforceable or illegal, this lease shall be amended to conform to the applicable decision, and the LESSOR and the LESSEE shall execute any amendments necessary to effectuate the goals and purposes of this lease as soon as possible. All such amendments shall be subject to the provisions of Article 13 (State Approvals) of this lease.

17.04 APPLICABLE EXHIBITS

Only exhibits A-Demised Premises Floor Plan; B-Affidavit of Net Usable Square Feet of Demised Premises; C-Renovations and Improvements; D-Normal Operating Hours; Utilities and Services and E-Statement of Financial Interest are attached to and made a part of this lease.

17.05 CONFIDENTIAL INFORMATION

The LESSOR understands that the LESSEE may store and/or maintain confidential data and/or information, including, but not limited to information designated as confidential by State law and/or court order. The LESSOR shall do and perform all things and acts that are necessary or appropriate to maintain and not breach such confidentiality. Further, the LESSOR shall, at no cost to the LESSEE, fully cooperate with the LESSEE and take all appropriate steps to prevent the LESSOR Parties from discovering or disseminating any such confidential data and/or information. If LESSOR fails in its obligations under this Section, then LESSOR shall be responsible for any Claims, liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, that may arise therefrom, directly or indirectly, in connection with the breach of this Section.

4/17/03

17.06 SOVEREIGN IMMUNITY

The parties acknowledge and agree that nothing in this lease shall be construed as a waiver by the LESSEE of any rights or defenses of sovereign immunity, which it may have had, now has or will have with respect to all matters arising out of this lease. To the extent that this provision conflicts with any other provision, this provision shall govern.

17.07 EXECUTIVE ORDERS

This lease is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973 and the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999. These Executive Orders are incorporated in this lease by reference and shall be binding on the LESSOR as if they had been fully set forth herein. The LESSEE shall provide, in accordance with Article 10 (Notices), copies of such orders to the LESSOR within 5 days of receiving a written request from the LESSOR.

17.08 CHANGE IN OWNERSHIP

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

17.09 SUCCESSORS AND ASSIGNS

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

17.10 PAROL AGREEMENTS

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

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17.11 LESSOR'S FURTHER OBLIGATIONS

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

a. All of the renovations, improvements and work mentioned in Articles 4 (LESSOR'S Obligations; Default), 5 (Demised Premises Preparation – Minimum Requirements) and Exhibit C (Renovations and Improvements), if applicable and attached, shall, and not by way of limitation, be completed as per the terms and conditions of said Articles and Exhibit and Sections 17.11 (b) and (c) below;

b. The LESSOR represents and warrants to the LESSEE that all materials, equipment and work made part of said renovations, improvements and work (inclusive of all tenant renovations and improvements made on behalf of the LESSEE), shall 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; and

c. If the LESSOR shall fail to perform any of its obligations under this lease, after receipt of notice as required, or in the event of emergency, the LESSEE shall have the right of self-help, and, in such event, the LESSEE may deduct the reasonable costs thereof from the rents next or thereafter due under the lease.

17.12 RECORDATION

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.

17.13 DEFINITION OF "DAYS"

The word "day" shall mean a calendar day, unless otherwise specifically noted. Whenever "day" is otherwise defined to be a business day, business days shall be all calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.

17.14 HEADINGS

The headings given to the paragraphs in this lease are inserted only for convenience and are in no way to be construed as part of this lease or as a limitation of the scope of the particular paragraph to which the heading refers.

4/12/03

17.15 WARRANTY TITLE

The LESSOR agrees to defend the warranty title of the Total Premises and to reimburse and hold the LESSEE harmless from all damages and expenses that LESSEE may suffer by reason of any restriction, encumbrance and defect in such warranty title.

17.16 CORPORATE AUTHORITY

The LESSOR represents and warrants to the LESSEE that:

(a) it is a duly and validly existing Limited Liability Corporation under the laws of the State of New York and authorized to conduct its business in the State of Connecticut in the manner contemplated by this lease. Further, the LESSOR has taken all necessary action to authorize the execution, delivery and performance of this lease and has the power and authority to execute, deliver and perform its obligations under this lease;

(b) it has full right and authority to enter into this lease for the full term herein granted, and that it has good and marketable title to the Total Premises;

(c) it will comply with all applicable State and Federal laws and municipal ordinances in satisfying its obligations to the LESSEE under and pursuant to this lease;

(d) the execution, delivery and performance of this lease by the LESSOR will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (i) any provision of law; (ii) any order of any court or any governmental department, commission, board, bureau, agency, office, council, institution or instrumentality; or (iii) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound; and

(e) to the extent that the LESSOR has engaged the services of any person or entity in any capacity to solicit or secure this lease, the LESSOR shall be solely responsible for the payment of any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this lease or any assignments made in accordance with the terms of this lease. The LESSEE shall not be responsible under any circumstances for the satisfaction of such consideration.

17.17 OPTION TO PURCHASE AND RIGHT OF FIRST REFUSAL

~~The LESSEE shall have such option to purchase the Total Premises and such right of first refusal~~ as may be set forth in Exhibits H (Option to Purchase) ~~and I (Right of First~~ Refusal), each if ~~applicable and attached.~~

4/17/03

ARTICLE 18: NONDISCRIMINATION PROVISIONS

NON-DISCRIMINATION PROVISIONS

References in this Article to "contract" shall mean this lease and references to "contractor" shall mean the LESSOR. This section is inserted in this contract in connection with subsection (a) of Section 4a-60a of the General Statutes of Connecticut, as revised.

(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 the 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; (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 procedures of the contractor which relate to this provisions of this section and Section 46a-56. 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; 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.

(2) 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 terms of this contract and any amendments thereto.

This section is inserted in this contract in connection with subsection (a) of Section 4a-60 of the General Statutes of Connecticut, as revised.

4/12/03

(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 Sections 46-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to 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 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.

For purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one percent 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 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.

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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.

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

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; provided, if such a 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.

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.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

Signed in the presence of:

First South Asociates LLC
By: Mecox Realty Corp, its Managing Member
By

Its Vice President
Duly authorized

Date signed: 11/8/02

4/12/03

Marjorie E. Heap
Marjorie E. Heap

Gail E Westergren
Gail E Westergren

STATE OF CONNECTICUT

By _____

Its Chief Deputy Commissioner of Public Works,
Duly authorized

Date signed: 12-3-02

STATE OF CONNECTICUT)
) ss.
COUNTY OF)

On this the 8th day of November, 2002 before me, the undersigned officer, personally appeared Adam Meinstein, known to me (or satisfactorily proven) to be the Vice President of Mecox Realty Corp., a Connecticut limited liability company, Managing Member of First South Associates, LLC whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes and consideration therein expressed in the capacity as therein provided as his free act and deed and that of the limited liability company

In Witness Whereof I hereunto set my hand.

Martha Routhier
Notary Public/My Commission Expires: 7/31/03
Commissioner of the Superior Court

STATE OF CONNECTICUT)
) ss: HARTFORD
COUNTY OF HARTFORD)

On this the 3rd day of DECEMBER 2002, before me, M'MARIE CRUMBIE the undersigned officer, personally appeared P.J. DELAHUNTY, JR. CHIEF DEP. COMM of the Department of Public Works, 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: 2/28/02
Commissioner of the Superior Court

Approved:
STATE PROPERTIES REVIEW
BOARD

By:
Its:
Date signed: 4/17/03

Accepted:
DEPARTMENT OF ENVIRONMENTAL PROTECTION

By:
Its: CFSSII
Date signed: 11-25-02

Approved:
ATTORNEY GENERAL

By: William B. Gundling
Associate Attorney General
Date signed: 5/21/03

Approved in Conformance With
Conn. Gen. Stat. §4b-23(o)(2), As Revised,
As To Gross Cost and Total Square Footage:
OFFICE OF POLICY AND MANAGEMENT

By: Mike Ryan
Its: OPM Secretary
Date signed: 1/3/03

EXHIBIT A

DEMISED PREMISES FLOOR PLAN (TO SCALE)

State of Connecticut DEP

State of Connecticut DEP, 141 South St. W. Hartford, CT - Windsor Management, Inc. dated November 5, 2002 is incorporated into this lease by reference and shall have the same force and effect as if it had been fully set forth herein.

4/17/03

EXHIBIT B

AFFIDAVIT OF NET USABLE SQUARE FEET OF DEMISED PREMISES

State of Connecticut

County of Hartford

1. I/We Adam Meinstein, (owner) (authorized officer) of Mecox Corporation, owner of the Total Premises, known as 141 South Street, Suite D, West Hartford, Connecticut, of which the Demised Premises is a part, being duly sworn, depose, say and acknowledge that the net usable square feet for a proposed lease of the Demised Premises to the State of Connecticut is, to my/our own personal knowledge, 14,000 square feet.

2. Further, I/We agree that the above-listed amount was arrived at, pursuant to the following definition of net usable square feet in paragraph 3.

3. For purposes of this affidavit and its corresponding lease, I/we agree that the term "net usable square feet" shall be defined as follows: The interior floor area of the Demised Premises used for office and other purposes. Any space that is either shared in common with other tenants, such as entrance and elevator lobbies, hallways and bathrooms, or that is used by LESSOR for other tenants or used as janitorial or electronic/mechanical closets, is not part of net usable square feet. If any of these areas listed above are for the sole use of a tenant, they shall be counted in that tenant's net usable square feet. The measurement includes structural elements of the building found in the LESSEE'S space, such as columns and projections necessary to the Total Premises or Demised Premises, but excludes vertical space penetrations of the same, such as elevators, stairwells, airshafts and stacks. Measurement of net usable square feet is from the dominant (over 50%) inside face, such as window glass of the exterior wall, to the interior surface of a wall separating a tenant from an adjacent tenant and to the inside face of a common corridor, elevator shaft, stairwell, airshaft and stack.

4/17/03

I/We declare that the information contained herein is true and accurate

Subscribed and sworn to before me this 8th day of November, 2002,

at Windsor, CT.

Martha Routhier

~~Commissioner of Superior Court~~
Notary Public
My commission expires 7/3/03

4/17/03

EXHIBIT C

RENOVATIONS AND IMPROVEMENTS

In addition to the minimum requirements set forth in Article 5 (Demised Premises Preparation – Minimum Requirements), the following improvements shall be provided by the LESSOR.

I. SCOPE OF WORK

The following shall be the scope of work for the renovations and improvements. Any attachments, sketches and/or drawings (collectively, the "Attachments") that correspond to or have been prepared in connection with the items below are incorporated herein by reference and are made a part of this lease and they shall be treated as if they had been fully set forth herein at the time that this lease was executed. Any such Attachment that has not yet been prepared as of the execution of this lease shall, when completed, be deemed to be incorporated herein by reference and shall then be made a part of this lease and shall be treated as if they had been fully set forth herein at the time that this lease was executed. The LESSOR shall submit a complete implementation schedule that includes all planning, meetings, approvals, design and construction requirements.

(a) Provide and install illuminum canopy over the loading dock door (18ft wide by 5 feet deep) color to match existing door material to match on the existing;

(b) Provide and install a Frommelt by Rite-Hite (or equivalent) flexible plastic strip door inside the rear warehouse laod door.

(c) Make repairs to damaged drywall inside the warehouse in two locations near the loading area and repair a crack in the conference room wall.

(d) Provide covers for two (2) smoke detectors in the warehouse.

(f) Provide a security system for the demised premises to be installed by associated security (or equilavent) the system is to include the following: door contact on inside front french door, rear entrance door, and the over head doors to the warehouse area. One Key pad control in the front entrance, central security control panel. The system can be monitored by associated security at their central station for approximately Twenty Dollars ($20.00) per month. The monitoring fee shall be paid by the Lessee. Two(2) interior motion detectors will also be provided and installed.

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II. PLANS AND SPECIFICATIONS:

~~The LESSOR may, at its sole cost and expense, substitute a project manager in lieu of a~~ registered architectural or engineering firm, as may be required in some of the following subsections, provided that prior written approval is obtained from the LESSEE (DPW).

(a) The LESSOR shall complete the plans and specifications to the satisfaction of the LESSEE within N/A days after the execution of this lease. If the LESSOR fails to do so, then the LESSEE shall have the right to terminate this lease and all duties and obligations which it may have had or would have had, shall no longer attach to the LESSEE as if such duties had never existed.

(b) All work shall meet or exceed all Federal, State and local laws, rules, codes, regulations and corresponding adopted guidelines. All work shall be consistent with the latest issue of the DPW A/E Procedures Manual.

(c) Any and all costs associated with design professionals, planners, consultants, permits, legal fees, insurance, etc. associated with design and construction shall be paid for by the LESSOR. All change orders related to scope, time or cost shall be in writing by the LESSOR (or design firm) and must have the prior signed approval of DPW and, if the change order increases the cost, prior written approval of the State Properties Review Board.

(d) At the LESSEE'S request, the LESSOR shall employ, at its sole cost and expense, a registered architectural or engineering firm to oversee and coordinate the complete architectural and engineering design, construction inspection, testing, commissioning and preparation of all drawings and specifications (Construction Specifications Institute, Divisions 0 through 16), change orders, etc. LESSOR shall provide planning, design and construction scheduling.

(e) The architectural firm shall employ any consultants (mechanical, electrical, structural, environmental, civil, interior design, etc.) as required or appropriate for a complete set of collated, coordinated construction documents. The LESSOR'S agreement with the architectural firm shall provide that all drawings shall bear the architect's and/or engineer's seal, as appropriate.

(f) If space-planning drawings and work are generated by the LESSEE or LESSEE'S interior designer, the LESSOR shall require the architectural firm to integrate such drawings into said plans and specs.

(g) The LESSOR shall require that the architectural firm coordinate all job and design meetings as required to resolve construction issues, questions and concerns with the LESSEE, LESSEE'S agents, and the LESSOR'S general contractor. The LESSOR shall also require that the architectural firm prepare and distribute minutes of such all meetings ~~and resulting change orders to LESSEE as may be required or appropriate.~~

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~~(h) TelCom and Data runs are to be installed by LESSEE, unless otherwise noted in Section I~~ of this Exhibit, above. The LESSOR shall require that the architect make provisions for and consider the LESSEE'S needs to accommodate telephone and computer cable runs. This may include installing or constructing spare conduit runs or closet space as required to facilitate TelCom and Data needs. The LESSOR shall require that the architect meet with LESSEE'S representatives, as designated by DPW and as LESSEE may request, to plan the requirements for this work.

(i) The LESSEE shall have the right to review and approve all said plans, specifications and drawings. The LESSEE shall provide review and comment within thirty (30) days of receipt of said documents. Approval of the said documents shall not relieve the architectural firm of responsibility for error, inconsistency or omission in the design of said documents.

III. CONSTRUCTION

(a) The renovations and improvements to the Demised Premises shall be accomplished in accordance with the plans and specifications set forth in Section II of this Exhibit, above.

(b) The LESSOR shall complete the renovations and improvements no later than N/A days after the execution of this lease.

(c) The Contractor shall obtain all required permits, official inspections, testing and obtain a Certificate of Occupancy, if applicable.

(d) All work shall meet or exceed all Federal, State and Local laws, rules, codes, regulations and corresponding adopted guidelines.

(e) All construction change orders shall be in writing by the LESSOR and must have the prior signed approval of DPW and, if the change order increases the cost, the prior written approval of the State Properties Review Board.

(f) The LESSEE'S inspection at any time before, during and after the construction of the renovations and improvements and the LESSEE'S approval of any plans, specifications and drawings in connection with said construction shall not constitute any warranty by the LESSEE as to the completeness or proper construction of said renovations and improvements and as to the completeness or correctness of said plans, specifications and ~~drawings.~~

4/17/03

(g) ~~Time Period for Completion of Renovations and Improvements: Before construction~~ commences, the LESSOR shall submit to the LESSEE a project schedule indicating the following milestones: permits, construction start/end, certificate of occupancy and swing space approvals. This schedule shall be consistent with the terms and conditions of this lease. The LESSOR shall provide an itemized construction cost breakdown as per Section IV ("Cost of Planning, Design and Construction").

(h) The renovations, improvements and work shall be subject to on-site inspection by the LESSEE or its agents at any time as well as to a final inspection before the LESSEE accepts any such renovations, improvements or work. LESSEE'S State Department of Public Works shall make such inspections and issue such acceptance.

(i) 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 and provide a copy of the Certificate of Occupancy to the DPW.

(j) The LESSOR shall provide meeting minutes for all construction meetings to DPW.

(k) The LESSOR shall obtain at least two competitive bids for construction of the Renovations, Improvements and Work.

(l) The LESSOR represents and warrants to the LESSEE that all materials, equipment and work made part of the renovation and improvement project, 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, and shall be in accordance with the terms and conditions of this lease.

(m) Upon LESSEE'S receipt of written notice of completion of all leasehold renovations improvements and work, including a certificate of occupancy from the LESSOR in accordance with Section III (b) and (i) of Exhibit C (Renovations and Improvements), the LESSEE within seven (7) days shall inspect the renovations and improvements. Within thirty (30) days after the inspection, the Department of Public Works shall notify the LESSOR in writing of acceptance or non-acceptance of the renovations and improvements. In the event the LESSEE has objections to the renovation and improvements, then the LESSEE'S written notification of non-acceptance of the renovations shall include the LESSEE'S specific written objections regarding the renovations and improvements. The LESSOR shall cure and otherwise remedy the LESSEE'S objections to the renovations and improvements within thirty (30) days of the ~~written notice.~~

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~~The LESSOR'S failure to complete all leasehold renovations and improvements and any~~ other required improvements set forth in any of the LESSEE'S plans, drawings and specifications, within the time period set forth in this Exhibit C, or the failure of the LESSOR to cure the LESSEE'S written objections within thirty (30) days after having received written notice of the objections, shall constitute a material breach of the lease if such failure is not attributable to Force Majeure. In the event that the LESSOR cannot meet the completion date set forth in Section III (b) due to Force Majeure, the LESSOR and LESSEE shall agree in writing to extend that date. Any increase in cost due to such extension shall be at LESSOR'S sole cost and expense. In the event of any breach or default, not directly attributable to Force Majeure, the LESSEE, at its option, may terminate this lease upon written notice in the manner provided in Section 10.01. In the event that the LESSEE exercises its option to terminate this lease, the LESSOR agrees to the following:

(1) to reimburse the LESSEE for any amounts that the LESSEE may have expended or incurred in commencing and/or completing any of the aforesaid renovations and improvements and in performing any aforesaid work.
(2) to reimburse the LESSEE for any amounts that the LESSEE may have expended or incurred in connection with locating and moving to new quarters.

(n) Nothing herein shall constitute a reduction, restriction or waiver of any other remedies available to the LESSEE under this lease, at law or in equity.

(o) Warranty of Construction. All construction work that becomes a permanent attached part of the building belonging to the LESSOR, of which the Demised Premises is a part, shall be maintained and repaired at no cost to the LESSEE during the term of the lease and any extensions or renewals.

IV. COST OF PLANNING, DESIGN AND CONSTRUCTION

The LESSOR shall provide a complete, total, specific, line item cost breakdown before commencing any work.

Total cost breakdown shall include both allocated tenant improvements in the base rent (Section 2.01), and tenant improvements that are to be amortized as LESSEE'S tenant improvement payments (Section 2.02).

The cost breakdown shall also include itemization of all "soft" costs such as planning, design, overhead/profit, developer's fees and "hard costs" such as construction, testing and permits as applicable.

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~~The total cost for the tenant improvements in the base rent (Section 2.01) and tenant~~ improvements that are to be amortized (Section 2.02) shall not exceed $N/A.

The LESSOR shall provide additional supporting cost information as required by DPW, the State Properties Review Board or the Attorney General's Office.

The LESSEE shall approve cost breakdowns and allocations within thirty (30) days of receipt. LESSEE'S reviews and inspections shall be factored into total project schedule in Section III (b). The LESSOR shall not commence any work until it receives this approval in writing from the LESSEE.

The LESSEE'S share of the total cost shall be amortized in equal monthly payments over the initial lease term of N/A years at an annual interest rate of N/A per cent (N/A%). In no event shall the rate of interest payable by the LESSEE to the LESSOR for the amortization of renovations, improvements and work exceed the annual face rate on the promissory note payable at any time by the LESSOR to the LESSOR'S mortgagee. The LESSOR shall notify the LESSEE, in accordance with Article 10, of any change in such face rate within ten (10) days of the effective date of the change. A copy of the promissory note, or similar instrument evidencing the face rate, to the LESSEE, shall accompany the notice to the LESSEE.

The LESSOR'S mortgagee shall be a third party institutional lender licensed to conduct business ~~in the State of Connecticut.~~

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EXHIBIT D

NORMAL OPERATING HOURS; UTILITIES AND SERVICES

Time of Day

DAY OF WEEK	FROM	TO		
Monday	6:30am	5:00pm		
Tuesday	6:30am	5:00pm		
Wednesday	6:30am	5:00pm		
Thursday	6:30am	5:00pm		
Friday	6:30am	5:00pm		
Saturday	6:30am	2:00pm once per month		
Sunday	N/A	N/A	YES	NO
Monday-Sunday	Continuous Hours; 24/7/365			X

Provided that the LESSEE'S utilities are not separately metered, in the event the LESSEE requires use of the Demised Premises for times other than normal operating hours, the LESSOR shall apportion any increase in total building utility costs directly attributable to the LESSEE'S off-hours use to the LESSEE. The LESSOR shall substantiate in writing any cost pass-throughs to the LESSEE in a manner satisfactory to the LESSEE and such documentation provided by the LESSOR shall be subject to the audit provisions of Section 16.02 of this lease. The utilities and services listed below are **included** in the lease and shall be paid for according to the following table:

	LESSOR	LESSEE
Heat		X
Water	X	
Hot Water	X	
Electricity		X-seperately-metered
Air Conditioning		x
Elevator	N/A	N/A
Janitorial-Lessee Areas		X
Janitorial-Common Areas	X	
Building Maintenance-Lessee Areas	X	
Building Maintenance-Common Areas	X	
Rubbish Removal/recycling – Lessee Areas		X
Rubbish Removal/recycling – Common Areas	X	~~X~~
Security Service		X-monthly monitoring
Pest Control		x
Lamp Replacement-general	X	
Task Lighting	X	
Ballast Replacement	X	
Snow Removal	X	
Parking	X	
Annual window washing	X	

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3-31-03

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EXHIBIT E

STATEMENT OF FINANCIAL INTEREST

I/We, the undersigned, being duly sworn, depose and say that the names and addresses of all persons, partnerships, limited partnerships, corporations or other entities having a financial interest in the property or premises at 141 South Main Street, West Hartford, Connecticut including the beneficiary of any undisclosed trust or the equitable owner of such property or premises, are listed below. Corporations shall also list the names and addresses of their officers, directors and stockholders, except that this requirement shall not apply to publicly held corporations. The president of a publicly held corporation shall submit an affidavit stating that the corporation is a publicly held corporation. A partnership shall also list the names and addresses of all partners in the partnership. A limited partnership shall also list the names and addresses of all general partners and limited partners in the limited partnership.

Names, Addresses and Phone Numbers (attach additional sheet if necessary):

1. Adam Meinstein, Vice President,Greormety Group - 10010 East 59th Street, New York, New York 10022 (212) 317-8555

If, before the approval of the instant lease by the State Properties Review Board, there is a change in the information provided in this Statement of Financial Interest, I/ We acknowledge that an Affidavit shall be submitted to the Commissioner of the Dept. of Public Works within seven (7) days indicating the change as required pursuant to Public Act 91-166.

By Adam Meinstein Date 11/8/02

Subscribed and sworn to before me this 8th day of November,

2002, at Windsor, CT.

Martha Rothrock

~~Commissioner of the Superior Court~~
Notary Public
My commission expires 7/31/03

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