HOLDOVER AGREEMENT

THIS HOLDOVER AGREEMENT (the "Holdover Agreement") is made and entered into by and between Litchfield Commons, LLC (the "Lessor"), a Connecticut limited liability company having offices at c/o Morgan Holding Capital Corporation, 800 Westchester Avenue, Suite S 706, Rye Brook, New York 10573 acting herein by Andrew J. Duell, its Sole Member, duly authorized, and the State of Connecticut (the "Lessee"), acting herein by Raeanne V. Curtis, Commissioner of Public Works, duly authorized, pursuant to the provisions of Conn. Gen. Stat. § 4b-30, as revised.

WITNESSETH:

WHEREAS, pursuant to that certain Lease by and between the Lessor and the Lessee, and approved by the Attorney General of the State of Connecticut (the "Attorney General") on April 10, 2002 (the "Lease"), as amended on July 12, 2002, the Lessor's predecessor in interest, The Commons at Litchfield LLC, leased to the Lessee a building consisting of 2,400 square feet of office space and 150 square feet of storage space located at Litchfield Commons, Route 202, Litchfield. Connecticut, (the "Leased Premises") for a term commencing October 1, 2001 and terminating September 30, 2006 (the "Original Lease Term");

WHEREAS, the Lessor's processor in interest, The Commons at Litchfield LLC, sold the building to Litchfield Commons LLC on May 9, 2007;

WHEREAS, the Lessee continues to occupy the Leased Premises on a holdover basis;

WHEREAS, the parties hereto desire to formalize arrangements with respect to the Lessee's continued occupancy of the Leased Premises.

NOW, THEREFORE, the parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

1. The Lessor hereby confirms its continued lease of the Leased Premises to the Lessee on the same terms and conditions as the Lease except as otherwise specifically provided herein.

2. The Lessee is to have and to hold the Leased Premises with their appurtenances for the term of this Holdover Agreement. The term of this Holdover Agreement shall commence September 1, 2007, with the lease payments hereunder to start upon the date of approval and execution of this Holdover Agreement by the Attorney General (the "Approval Date"). The term of this Holdover Agreement shall not exceed eighteen (18) months. The Lessee shall have the right to terminate this Holdover Agreement, without penalty, upon sixty (60) days advance written notice to the Lessor. Notwithstanding, in the event Lessee and Lessor enter into a lease agreement, the commencement of such lease shall automatically terminate and replace this Holdover Agreement.

3. a. During the term of this Holdover Agreement, the Lessee shall pay the Lessor rent in the amount of Fifty-Six Thousand Eight Hundred Twenty-Three Dollars ($56,823.00) per annum in monthly installments of Four Thousand Seven Hundred Thirty-Five and 25/100

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($4,735.25) Dollars in arrears by the end of each calendar month. The annual rent is calculated as follows: 2,400 square feet at $23.38 per square foot and 150 square feet of storage space at $4.74 per square foot.

b. Rent for occupancy of less than a full calendar month or past due rent shall be pro-rated by dividing the monthly rent by thirty (30) and multiplying the resulting quotient by the number of days of occupancy.

4. This Holdover Agreement shall not be binding on the Lessee unless and until approved by the State Properties Review Board and signed by Attorney General and delivered to the Lessor.

5. This Holdover Agreement is subject to the non-discrimination provisions set forth in Exhibit A attached hereto and made a part hereof.

6. This Holdover Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and of Executive Order No. Sixteen of Governor John C. Rowland promulgated August 4, 1999, concerning violence in the workplace, Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, all of which are incorporated into and are made a part of the Holdover Agreement as if they had been fully set forth in it. The Lessee shall provide copies of such orders to the Lessor within five (5) days of receiving a written request from the Lessor.

7. For all State contracts as defined in P.A. 07-1 having a value in a calendar year of $50,000 or more or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Exhibit B attached hereto.

8. All terms and conditions of the Lease, to the extent they are consistent with the terms hereof, shall remain the same.

[Intentionally left blank. Signature page follows.]

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IN WITNESS WHEREOF, the parties hereto do hereby set their hands on the day and year indicated.

WITNESSES:

Kathy Schaab
Name:

Matt Thomas
Name:

Litchfield Commons, LLC

By _____
Andrew J. Duell
Its Sole Member, Duly authorized

Date signed: 11/20/07

WITNESSES:

Holly J. Hart
Name: Holly J. Hart

Diane M. Chase
Name: Diane M. Chase

STATE OF CONNECTICUT

By Raeanne V. Curtis
Raeanne V. Curtis
Its Commissioner of Public Works
Duly authorized

Date signed: 8/25/08

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STATE OF _NEW YORK)
) SS: Rye Brook
COUNTY OF WESTCHESTER)

On this the 20th day of November, 2007, before me, the undersigned officer, personally appeared Andrew J. Duell, known to me (or satisfactorily proven) to be the Member of Litchfield Commons, LLC, a Limited Liability Company, 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 as his free act and deed and that of the corporation.

In Witness Whereof I hereunto set my hand.

KATHLEEN SCHAEFER
Notary Public, State of New York
No. 01SC6120573
Qualified in Westchester County
Commission Expires Dec. 20, 2008

Kathleen Schaefer
Notary Public
My Commission Expires: Dec. 20, 2008

STATE OF CONNECTICUT)
) SS: Hartford
COUNTY OF HARTFORD)

On this the 25th day of August, 2008, before me, the undersigned officer, personally appeared Raeanne V. Curtis, Commissioner 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 as therein stated and for the purposes therein contained.

In Witness Whereof I hereunto set my hand.

Diane M. Chace
Commissioner of the Superior Court
Notary Public
My Commission Expires:

DIANE M. CHACE
NOTARY PUBLIC
MY COMMISSION EXPIRES JULY 31, 2009

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Approved:
STATE PROPERTIES REVIEW BOARD

By: _____ Date signed: 1/8/09
Edwin S. Greenberg
Its Chairman

Accepted:
JUDICIAL BRANCH

By: _____ Date signed: 12-7-07
~~Barbara M. Quinn, Judge~~ Patrick L. Carroll III
Its Chief Court Administrator
Deputy

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

By: _____ Date signed: 11/10/08
By Robert Genuario
Its Secretary

Approved:
ATTORNEY GENERAL

By: _____ Date signed: 2/6/09
William B. Gundling
Associate Attorney General

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EXHIBIT A

Non-Discrimination Provisions

This provision is included 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 insure 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,

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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.

This provision is included 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

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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 of Connecticut; (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 the provisions of this section and section 46a-56 of the General Statutes of Connecticut.

(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 of Connecticut; 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.

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EXHIBIT B

SEEC FORM 11

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

Campaign Contribution and Solicitation Ban

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract* or *state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or *solicit* contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties--$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of $2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or $5000 in fines, or both.

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Contract Consequences
Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.
Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.
"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit

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organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract,* (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

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LEASE

This lease is made and entered into by and between The Commons at Litchfield, LLC, owner of the hereinafter-mentioned leased premises and hereafter called the LESSOR, whose address is Post Office Box 122, Gaylordsville, Connecticut 06755, acting herein by Dale Barton, Managing Member, 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 Suite #1, consisting of 2,400 contiguous net usable square feet of ground-level office space, plus150 contiguous net usable square feet of a basement storage space, all in Building E, situated at Litchfield Commons, 15 West Street (Route 202), in the Town of Litchfield County of Litchfield 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 the 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 2,400 contiguous net usable square feet of office space in the Suite #1 together with 150 contiguous net usable square feet of basement storage space of the said Building executed by the LESSOR on October 30, 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 October 1, 2001 and terminating September 30, 2006.

a. Notwithstanding anything to the contrary in this lease, the LESSEE shall have the right, and at its option, to terminate this lease, without cause or penalty, any time after three (3) years, with one hundred twenty (120) days' notice to the LESSOR.

SECTION THREE

The LESSOR, as part of the rental consideration and at its sole expense, agrees to renovate and improve the demised premises in accordance with the plans entitled: "State of Connecticut Judicial Branch Facilities Office 75 Elm Street Hartford, CT 06106", Project Title "MODIFICATIONS TO FAMILY SERVICES, location LITCHFIELD COMMONS ROUTE 202 LITCHFIELD, CT" ("Plans") and dated July 10, 1997 and revised May 23, 2001, sheet A1 and specifications entitled: "SPECIFICATIONS FOR FAMILY SERVICES LITCHFIELD COMMONS, ROUTE 202, LITCHFIELD, CT State of Connecticut Judicial Branch Office of the Chief Court Administrator, 75 Elm Street, Hartford, Connecticut" ("Specification"), dated July 1997, revised May 23, 2001. Said Plans and Specifications are incorporated herein by reference and made a part hereof as though fully set forth herein.

a. Pursuant to a bid submitted by The Commons at Litchfield LLC dated September 13, 2001, the total cost of renovations, improvements and work shall not exceed $26,829.00. Said bid is incorporated herein by reference and made a part of this lease as though fully set forth herein.

b. The cost of the renovations, improvements and work in the amount of $26,829.00 shall be amortized at an 8.5% annual rate of interest over a term of three (3) years and payable as additional rent in thirty-six (36) equal installments of $846.93 per month.

c. Amortization rent in the amount of $846.93 per month shall not commence until such time that (1) LESSEE receives written notice of completion of all renovations, improvements and

(For Department of Public Works information only: Judicial Branch)

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work from LESSOR and (2) the Department of Public Works confirms in writing that all renovations, improvements and work have been completed in accordance with the Plans and Specifications and accepts the demised premises.

d. If the LESSEE exercises its option to terminate the lease and the amount of $26,829.00 is not fully amortized on the lease termination date, LESSEE shall remit, in a lump sum, the final payment of fixed base rent and the principal balance remaining on $26,829.00 together with any interest that accrued during the month of termination. If the date of termination is a partial month, the amount of interest payable for the partial month shall be prorated on the basis of a thirty (30) day calendar month. The LESSEE shall not be liable for any prepayment penalty or fees.

e. Any increase in fixed base rent above $3,950.00 per month, or any revisions to the commencement date or amount of amortization rent payable by the LESSEE to the LESSOR shall be first approved in writing by the State Properties Review Board.

f. In addition, the LESSOR, as part of the rental consideration and at its sole cost and expense, shall provide to the said building, including without the limitation the demised premises, the said renovations, improvements and work aforesaid in Section Three (3) of this lease, the usefulness of which shall survive the tenancy and occupancy of the LESSEE, and which said renovations, improvements and work shall comply with all laws, ordinances, rules, regulations and orders of all governmental authorities in effect from time to time, during the lease term and during any extended or renewed terms of the lease including, but not by limitation, all municipal, State of Connecticut and federal building and leasing laws and codes, which serve as the standards and requirements for buildings and leases. Such standards and requirements including without limitation the following: at lease minimum requirements and guidelines for buildings and leased space as enacted into law and/or promulgated from time to time; State of Connecticut energy standards; compliance with the Americans with Disabilities Act of 1990, as amended; all federal, State of Connecticut and local fire, health and safety codes, guidelines and any other codes and guidelines for buildings and leased space.

SECTION FOUR

The LESSEE shall pay the LESSOR the rental of Forty-Seven Thousand Four Hundred Dollars ($47,400.00) per year, payable in equal monthly installments of Three Thousand Nine Hundred Fifty Dollars ($3,950.00) 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.

SECTION FIVE

The LESSOR, as part of the rental consideration, shall pay for and furnish the following to the LESSEE: maintain heating and air-conditioning systems; hot and cold running water within the demised premises; separate toilet facilities for men and women; annual exterior window washing; janitor service in areas shared in common with other tenants; reserved, on-site, paved, lighted and striped parking spaces for ten (10) vehicles; snow and ice removal and sanding; rubbish removal from the demised premises; pest control; groundskeeping; replacement of burnt-out ballasts; and maintenance and repairs as may be required to the demised premises during the lease term.

a. The LESSEE shall pay for the following: gas heat (separately-metered); electricity (separately metered); janitor service within the demised premises, including the common area bathrooms and waiting areas; and replacement of burnt-out bulbs and fluorescent tubes.

SECTION SIX

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 thirty (30) days' written notice is given to the Commissioner of the Department of Public Works of such nonpayment.

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SECTION SEVEN

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, inspect the same and make any necessary repairs thereto. If the LESSOR fails to make any necessary repairs within a reasonable time after 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.

a. Also, if the LESSOR has any other obligations under this lease that 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 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.

SECTION EIGHT

At all times during this lease and during any extension or renewal thereof or hold over period, 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 negligence of the LESSOR and of the LESSOR'S officers, agents, employees, contractors, 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 15 West Street, Litchfield, Connecticut;

b. The acts, omissions, or negligence of the LESSOR and of the LESSOR'S officers, agents, employees, contractors, invitees, licensees, guests, visitors, clients and any and all persons under the control of the LESSOR, at any location outside of 15 West Street, Litchfield, 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 15 West Street, Litchfield, 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 15 West Street, Litchfield, 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, contractors, 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 15 West Street, Litchfield, Connecticut;

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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, contractors, invitees, licensees, guests, visitors, clients and any and all persons under the control of the LESSOR, at any location outside of 15 West Street, Litchfield, Connecticut; and

g. 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.

h. 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 of the building, including without limitation the structures of the demised premises, to protect the LESSEE'S interest in the demised premises and 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 Eight (8) and subsections 8a., 8b.,8c.,8d.,8e.,8f., and 8g.herein.

i. 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.

j. 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 NINE

The LESSEE may sublet all or any part of the demised premises or assign this lease, not, however, without the LESSOR'S prior written approval, which approval shall not be unreasonably withheld but 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 TEN

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 hold over 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 hold over 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 ELEVEN

If all or part of the demised premises becomes unfit for use for the purposes leased, the LESSOR shall put the same in satisfactory condition as determined by the LESSEE for the purposes leased. If the LESSOR does not do so or fails to do so with reasonable diligence, the LESSEE, in its discretion, may cancel the lease. For any period that the said demised premises

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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 have been rendered unavailable to the LESSEE by reason of such condition.

SECTION TWELVE

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 written consent of the LESSOR, and which were made with the understanding that they would not be removed by the LESSEE.

SECTION THIRTEEN

If at the expiration or termination of the lease term the 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 rent hereinbefore specified (prorated on a monthly basis) and otherwise the LESSOR and LESSEE shall be subject to all other terms and conditions of this lease.

SECTION FOURTEEN

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 the address shown in this lease. 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.

SECTION FIFTEEN

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 true copy thereof.

SECTION SIXTEEN

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

SECTION SEVENTEEN

This lease, including the exhibits and schedules attached hereto that are made a part of this lease and any plans, drawings, specifications, affidavits, maps, booklets or parts thereof, 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 EIGHTEEN

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.

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SECTION NINETEEN

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.

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(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

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-ONE

The LESSOR 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. The LESSOR covenants to having good right to lease said premises and agrees to defend the title thereto and to reimburse and hold the

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LESSEE harmless from all damage and expenses which the LESSEE may suffer by reason of any restriction, encumbrance or defect in such title. 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-TWO

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.

SECTION TWENTY-THREE

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 Section Three (3) shall be completed by the LESSOR within ninety (90) calendar days of the date of such approval by the Attorney General. Time for the completion of the renovations, improvements and work is 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 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. If the LESSOR fails to cure the LESSEE'S written objections within thirty (30) calendar days from the date of the LESSEE'S said notice, 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.

d. The LESSOR'S failure to complete all said leasehold renovations, improvements and work and any other required improvements set forth in any of the LESSEE'S said Plans, drawings and Specifications within 90 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, within the said thirty (30) day period 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 terminate this lease upon written notice in the manner provided under Section Fourteen (14). In the event that the LESSEE exercises its said option to terminate this lease, the LESSOR agrees to the following:

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1. 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

2. To reimburse the LESSEE for any financial amount the LESSEE may have expended in connection with locating and moving to new quarters.

The commencement date for amortization rent in the amount of $846.93 per month shall be as set forth in subsections a.,b.,c.,d., and e. of Section Three (3) of this lease.

e. The term of this lease hereinbefore mentioned in Section Two (2) and the fixed base rental commencement date shall commence on October 1, 2001.

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.

SECTION TWENTY-FOUR

The LESSEE shall pay as additional rent Forty-Seven and two-tenths percent (47.2%) of any real property tax increases on the property at 15 West Street (Route 202), Litchfield, Connecticut, during the term of occupancy, provided:

a. such real property tax increases are above the taxes levied on such property on the Town of Litchfield's Grand List of October 1, 2001;

b. such real property tax increases appear for the first time on the first Grand List of the Town of Litchfield following the property being assessed one hundred percent (100%) subsequent to the Town of Litchfield's Grand List of October 1, 2001;

c. at the time of such one hundred percent (100%) assessment, the property is fully occupied;

d. at the time of such one hundred percent (100%) assessment, the LESSEE'S premises are fully occupied by the LESSEE; and

e. such property tax increase includes an assessment of the property as fully improved in accordance with the approved said plans and specifications and further reflects the termination of any municipal action or program to "phase-in" or "abate" taxes by the temporary reduction of the assessment or the direct reduction of real property taxes on the subject property.

f. However, in no event shall the LESSEE be obligated, required or liable to pay as additional rent, or otherwise, any such real property tax increases attributed to alterations, additions, improvements or any other changes made to other property for the sole benefit of parties other than the LESSEE.

g. Any such additional rental payment shall be established on the Town of Litchfield's fiscal year (July 1 to June 30) basis, and there will be an apportionment on a per-diem basis in regard to the last possible additional rental payment in the event occupancy by the LESSEE ends on a day other than June 30.

h. The LESSEE shall be relieved of all liability for increased taxes based on any revaluation of the subject premises by the municipality unless the LESSOR gives written notice by certified mail to the Department of Public Works Commissioner within ten (10) days of notice to the LESSOR by the municipality of the revaluation so as to permit the LESSEE to contest such revaluation if the Commissioner determines it to be appropriate. At the LESSEE'S request and expense, the LESSOR shall execute such documents, make such appearances and/or comply with any reasonable request of the LESSEE in connection with any such contesting. In the event that the LESSOR contests any such revaluation without written consent of the commissioner, the LESSEE shall not be responsible for any costs incurred by the LESSOR in contesting such revaluation.

i. Following payment by the LESSOR of any tax for which the LESSOR is entitled to a reimbursement as hereinbefore provided, the LESSOR must present a copy of the receipted tax bill to the Department of Public Works Commissioner no later than ninety (90) days after the due date for the payment of the last installment of the tax, in order to be entitled to reimbursement.

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The LESSOR'S failure to apply for reimbursement within the time herein specified shall terminate any responsibility of the LESSEE to make reimbursement.

j. Conversely, and in like manner, real property tax decreases, if any, based on the above shall be credited to the rent account of the LESSEE.

SECTION TWENTY-FIVE

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

SECTION TWENTY-SIX

Any modification of this lease or additional obligation assumed by either of the LESSOR or LESSEE in connection with this lease shall be binding only if evidence in writing signed by the LESSOR and the LESSEE or an authorized representative of the LESSOR or LESSEE, and approved by the Attorney General.

SECTION TWENTY-SEVEN

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

SECTION TWENTY-EIGHT

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 TWENTY-NINE

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

SECTION THIRTY

The liability of LESSOR to indemnify and save and hold harmless 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.

SECTION THIRTY-ONE

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-TWO

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 15 West Street (Route 202), CT., to be in compliance with the Americans with Disabilities Act of 1990, as amended.

b. That all of the renovations, improvements and work mentioned in Section Three (3) shall be accomplished by the LESSOR within ninety (90) calendar days after the Attorney General approves this lease and the Town of Litchfield issues the necessary building permits.

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c. The LESSOR further represents and warrants to the LESSEE that all materials, equipment and work made part of the renovation and improvement project (inclusive of all tenant 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.

d. The LESSOR agrees to the LESSEE'S use of the common area lavatories and entrance for public waiting. The LESSEE agrees to provide and pay for janitorial services in the common area and lavatories.

SECTION THIRTY-THREE

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-FOUR

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

SECTION THIRTY-FIVE

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-SIX

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 THIRTY-SEVEN

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 15 West Street, Litchfield, 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.

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.

SECTION THIRTY-EIGHT

The LESSOR shall provide and operate all building equipment and systems in accordance with applicable technical publications, manuals and standard procedures. 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.

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

Signed in the presence of:

Russell Barton

Marjorie E. Heap

John J. Farrell

The Commons at Litchfield, LLC

Dale Barton, Managing Member
duly authorized

Date signed: 3/21/02

State of Connecticut

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

Date signed: 4-1-02

State of Connecticut
ss: New Preston
County of Litchfield

The foregoing instrument was acknowledged before me this 21st day of 2002 by Dale Barton, the managing member of The Commons at Litchfield, LLC, a Connecticut limited liability company, on behalf of the company.

In witness whereof I hereunto set my hand.

THERESA THOMPSON
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 2005

Commissioner of the Superior Court
Notary Public
My commission expires

State of Connecticut
ss: Hartford
County of Hartford

On this the 1st day of APRIL 2002, before me, N'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.

N'MARIE CRUMBIE
Notary Public
My commission expires 2/28/2006

Approved:

Rowland Ballek, Chairman
State Properties Review Board

Date signed: 4/4/02

Approved:

Assoc. Attorney General

Date signed: 4/10/02