AMENDED AND RESTATED LEASE

WHEREAS Bassett Properties, Inc., hereinafter called the LESSOR, whose address is c/o E. Patrick Flynn, Washington Road, Carmel, New York 10512, acting herein by its president, E. Patrick Flynn, duly authorized, is the owner of certain property including a building containing 48,294 square feet situated at 188-206 and 222 Bassett Street, in the Town of New Haven, County of New Haven and State of Connecticut; and

WHEREAS the premises are now leased to the State of Connecticut, hereinafter 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 and subsection (d) of Section 4b-52 of the General Statutes of Connecticut, as revised, pursuant to a written lease made and entered into October 22, 1986 (the "Existing Lease"); and

WHEREAS the parties hereto desire to amend and restate the Existing Lease upon the terms and conditions hereby set forth;

NOW, THEREFORE, in consideration of the foregoing and of other valuable and sufficient consideration, receipt of which is hereby mutually acknowledged, the parties hereto agree to amend and restate the Existing Lease as follows:

1. This Amended and Restated Lease is to become effective upon its approval by the Attorney General of the State of Connecticut. It shall replace the Existing Lease in its entirety upon the commencement of the five-year term of this Amended and Restated Lease, which term shall commence as provided for in section twenty-four (24).

2. The LESSOR hereby leases unto the LESSEE the entire building, consisting of 48,294 square feet and the premises situated at 188-206 and 222 Bassett Street and the LESSOR'S parking lot at 44 Brewster Street and 173 Ivy Street, in the Town of New Haven, County of New Haven 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.

10-11-97 - 10-10-02

3. The LESSEE is to have and to hold the said premises with their appurtenances for the term of five (5) years commencing on the date established in section twenty-four (24).

4. The LESSOR agrees to make renovations and improvements concerning the demised premises in accordance with a three-page Grid Building Company document dated February 21, 1997, a sketch dated September 26, 1988 and two (2) cooling zone plans, which sketch and plans are mentioned in said Grid Building Company document. Said document, sketch and plans are incorporated and made a part herein as Exhibit A.

5. For the five-year lease term, the LESSEE shall pay the LESSOR the rental of five hundred seventy-nine thousand five hundred twenty-eight dollars ($579,528) per year, payable in equal monthly installments of forty-eight thousand two hundred ninety-four dollars ($48,294) 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 the five-year lease term shall be prorated by dividing the monthly rent by thirty (30) and multiplying the resulting quotient by the number of days of occupancy.

6. The LESSOR shall furnish the following to the LESSEE: air-conditioning system; cold running water; separate toilet facilities for men and women; striped, on-site, paved and lighted parking spaces for one hundred thirty (130) cars and an additional sixty-two (62) to sixty-five (65) paved, lighted and striped car-parking spaces at the Brewster Street parking lot, all of which parking spaces shall be in compliance with the City of New Haven regulations for standard and handicapped car-parking spaces; replacement of ballasts; and elevator service. Also during the five-year term of this lease, the LESSOR shall furnish, in accordance with a current schedule and current specifications of the LESSEE, snow and ice removal, sanding, groundskeeping, rubbish removal, pest control, and interior and exterior window washing.

The LESSEE shall provide and pay for the following: heat; electricity, including consumption for the air-conditioning system; sewer taxes; replacement of burnt-out bulbs and tubes; energy to heat the water; and janitorial service.

(For Department of Public Works information only: Dept. of Social Services)

7. 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.

8. 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, to include interior repainting within ninety (90) days after the start of the third year of the lease term, in good repair and tenantable condition, except in case of damage arising from the act or negligence of the LESSEE, its agents or employees or invitees. At such times that the premises are to be repainted and recarpeted, the LESSOR shall obtain not less than two (2) bids to temporarily relocate the LESSEE'S personalty (office furnishings, equipment, etc.), and the LESSEE, at its sole discretion, shall select an acceptable bid and be responsible for the cost of such relocation.

The LESSEE will relocate its personalty as aforesaid within ten (10) days following notification by the LESSOR of its intention to recarpet or repaint the premises. Any failure of the LESSEE to relocate its personalty that results in an unreasonable delay in the performance of the LESSOR'S work hereunder shall not prejudice the LESSOR, and shall not delay the acceptance of the LESSOR'S work.

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 do so within a reasonable time after notice from the LESSEE, the LESSEE in its discretion and without further notice 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.

Also, if the LESSOR has any other obligations under this lease which the LESSOR fails to fulfill within a reasonable time after notice from the LESSEE, the LESSEE in its discretion and without further notice may withhold any rental payments during such period of failure. The LESSEE, upon any material default under this lease by the LESSOR, may terminate this lease or may remedy any such material default 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.

9. The LESSOR shall at all times defend, indemnify and save harmless the LESSEE and its officers, agents, and employees on account of any and all claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of injuries (including death) sustained by or alleged to have been sustained by the officers, agents, and employees of the LESSEE, and from injuries (including death) sustained by or alleged to have been sustained by the public or by any other person or property, real or personal (including property of the LESSEE), caused in whole or in part by the acts, omissions, or neglect of the LESSOR.

10. The LESSEE may sublet all or any part of the demised premises or assign this lease but only with the LESSOR'S prior written approval, which approval shall not be unreasonably withheld but shall not be relieved from any obligation under this lease by reason of any such subletting or assignment.

11. The LESSEE shall have the right at any time during the continuance of this lease, or within thirty (30) days after its termination, 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, or any previous lease, provided that any damage to said premises caused by such removal shall be repaired by the LESSEE.

12. If all or part of the demised property 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 said demised property 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.

13. At the expiration or other determination 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.

14. If at the expiration or termination of the lease term (including any applicable extension period contained therein) the LESSEE shall hold over for any reason, the tenancy of the LESSEE thereafter shall be from month to month only and be subject to all other terms and conditions of this lease.

15. 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.

16. 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.

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

18. No prior stipulation, agreement or understanding, verbal or otherwise, of the parties hereto or their agents shall be valid or enforceable unless embodied in the provisions of this lease.

19. 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.

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

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

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

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

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

retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to State that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission, advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and Conn. Gen. Stat. Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. Sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the commission on human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and Conn. Gen. Stat. Section 46a-56. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

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

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

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

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

21. 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 procedures 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.

22. 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 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.

23. 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.

24. After the date the LESSEE delivers a copy of the lease, approved by the Attorney General of the State of Connecticut, to the LESSOR and after the closing of the LESSOR'S financing related to the renovations and improvements called for in section four (4), such renovations and improvements shall be completed promptly in a workmanlike manner by the LESSOR. The LESSOR shall use its best efforts to obtain the aforementioned financing within the time period set below.

In the event the LESSOR does not provide satisfactory written evidence to the Department of Public Works, within ten (10) days after the later of August 15, 1997 or the date of LESSEE delivers a copy of the lease approved by the Attorney General of the State of Connecticut, to the LESSOR, that the aforementioned closing of the LESSOR'S financing has occurred, the LESSEE shall have, at any time thereafter and before any such written evidence satisfactory to the Department of Public Works is provided, the option to declare this lease null and void and to have no legal effect. Upon the exercise of such option by the LESSEE, neither party shall have any rights or obligations under this lease.

All 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.

The renovation and improvement work mentioned in section four (4) shall be subject to on-site inspection during construction as well as to a final inspection before acceptance of the work, such inspections and acceptance to be made by the LESSEE'S Department of Public Works, in consultation with the Department of Social Services. Upon completion of the work, the LESSOR shall immediately notify the Department of Public Works Commissioner in writing of such completion. The Department of Public Works will promptly notify the LESSOR in writing of its decision as to whether the Department of Public Works accepts the completed renovations. The lease term hereinbefore mentioned in section three (3) shall commence on the day following the date the work is accepted in writing by the Department of Public Works.

All improvements and renovations, as described in section four (4) shall be completed within sixty (60) days following the closing of LESSOR'S financing for the renovations, except that the Brewster Street parking lot will be cleared and grubbed to provide sixty-two (62) to sixty-five (65) car parking spaces for the LESSEE within twenty-five (25) days after the date this lease is approved by the Attorney General of the State of Connecticut. Within fifteen (15) business days following the date written notice of completion is received, the LESSEE shall submit a punch list of renovation items not acceptable to the LESSEE, setting forth necessary or desirable changes. The LESSOR shall complete all of the LESSEE'S punch list items within thirty (30) days after the date of receipt of the LESSEE'S punch list, except in the event of force majeure. The commencement date of the term of the lease will be confirmed in writing by the LESSEE to the LESSOR.

All the improvements and renovations mentioned in this lease shall be undertaken by the LESSOR during business times and hours least disruptive to the conduct of the LESSEE'S operations, except that the main entry work mentioned in item number eight (8) of said Grid Building Company document, as noted therein, shall be done after regular work hours.

25. The LESSEE shall pay as additional rent one hundred percent (100%) of any real property tax increases on the property at 188-206 and 222 Bassett Street, New Haven, Connecticut, during the term of the lease above the taxes levied on such property on the New Haven Grand List of October 1, 1986, excluding, however, any such real property tax increases attributed to alterations, additions, improvements or any other changes made to the property for the sole benefit of parties other than the LESSEE.

Any such additional rental payment shall be established on the New Haven fiscal year (July 1 to June 30) basis. There will be an apportionment on a per-diem basis in regard to the first possible additional rental payment in the event the lease term begins on a day other than July 1. There will also be an apportionment on a per-diem basis in regard to the last possible additional rental payment in the event the lease term ends on a day other than June 30.

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.

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

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.

In the event of any abatement of the taxes due in regard to the above-mentioned Grand List with respect to the property, any such abatement shall, for the purposes of this section, be considered to have never occurred. The LESSEE shall benefit from the reduction or elimination of any payment that it is responsible for under the provisions of this section and shall also benefit from any credit or addition to the credit allowable to the LESSEE under the provisions of this section because of any other abatement of the taxes on the property. An abatement of taxes may occur by means of a reduction of an assessment or by means of a direct reduction of taxes.

26. The LESSEE shall not be responsible for any payments or reimbursements under this lease except those expressly provided herein. This lease is subordinate to any mortgage which has been or may from time to time hereafter be placed against the leased premises 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 forthwith execute and deliver to the LESSOR such instrument or instruments as the LESSOR may need relative to such subordination. In the event of a 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 premises, and this lease shall continue in full force and effect with the LESSEE recognizing and attorning to the then owner of the premises as its lessor hereunder.

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

Signed in the presence of:

Susan Amenta Hooper)
Diane J. Colangelo)
Diane J. Colangelo)

Susan Amenta Hooper)
)
)
Marjorie E. Heap)
Marjorie E. Heap)

Bassett Properties, Inc.

by E. Patrick Flynn
E. Patrick Flynn
Its president, duly authorized

Date signed: 8/7/97

State of Connecticut

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

Date signed: 8/7/97

State of Connecticut } Hartford
County of Hartford }

The foregoing instrument was acknowledged before me this 7th day of August, 1997 by E. Patrick Flynn, president of Bassett Properties, Inc., a Connecticut corporation, on behalf of the corporation.

In witness whereof I hereunto set my hand.

Roberta M. Avery
ROBERTA M. AVERY
Commissioner of the Superior Court
~~Notary Public~~
~~My commission expires~~

State of Connecticut } Hartford
County of Hartford }

On this the 7th day of August 1997, before me, Roberta M. Avery, 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.

Roberta M. Avery
Commissioner of the Superior Court
~~Notary Public~~
~~My commission expires~~

Approved:

Deputy Attorney General

Date signed: 8/7/97

(593)lr

HOLDOVER AGREEMENT

THIS HOLDOVER AGREEMENT (the "Holdover Agreement") is made and entered into by and between Bassett Properties, Inc., (the "Lessor"), whose address is c/o E. Patrick Flynn, 241 Washington Road, Carmel, New York 10512-9111, acting herein by E. Patrick Flynn, its President, duly authorized, and the State of Connecticut (the "Lessee"), acting herein by James T. Fleming, Commissioner of Public Works, duly authorized, pursuant to the provisions of Conn. Gen. Stat. § 4b-30, as revised.

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Lease by and between the Lessor and the Lessee, and approved by the Attorney General of the State of Connecticut (the "Attorney General") on August 7, 1997 (the "Lease"), the Lessor leased to the Lessee a building consisting of 48,294 square feet located at 188-206 and 222 Bassett Street, New Haven, Connecticut, together with the parking lot located at 44 Brewster and 173 Ivy Streets, New Haven, Connecticut (the "Leased Premises") for a term commencing October 11, 1997 and terminating October 10, 2002 (the "Original Lease Term");

WHEREAS, the Lessee has continued to occupy the Leased Premises on a holdover basis, without a holdover agreement, from October 11, 2002 through the present;

WHEREAS, because the Lessee has been holding over in the Leased Premises without a holdover rental rate approved by the State Properties Review Board, it has continued to pay the Lessor at a rental rate of $579,528.00 per year ($48,294.00 per month), which is the same rental rate it paid at the time the Original Lease Term expired; and

WHEREAS, the parties hereto desire to formalize arrangements with respect to the Lessee's continued occupancy of the Leased Premises until such time as the Lessee obtains a permanent lease.

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 upon the date of approval and execution of this Holdover Agreement by the Attorney General (the "Approval Date") and shall not exceed eighteen (18) months. The Lessor and Lessee shall have the right to terminate this Holdover Agreement, without penalty, upon sixty (60) days' advance written notice to the other party.

3. a. During the term of this Holdover Agreement, the Lessee shall pay the Lessor rent in the amount of $637,480.80 per annum ($53,123.40 per month).

8/24/06

b. Within forty-five (45) days of the Approval Date, the Lessee shall reimburse the Lessor back rent in the amount of $4,829.40 per month for each month commencing March 1, 2005, through and including the day prior to the Approval Date.

c. Rent or back rent for occupancy of less than a full calendar month 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. All terms and conditions of the Lease, to the extent they are consistent with the terms hereof, shall remain the same.

6. This Holdover Agreement 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 C. Rowland promulgated August 4, 1999. These Executive Orders are incorporated in this Holdover Agreement by reference and shall be binding on the Lessor as if they had been fully set forth herein. The Lessee shall provide copies of such orders to the Lessor within five (5) days of receiving a written request from the Lessor.

[Intentionally left blank. Signature page follows.]

EPA.
4/20/06

8/24/06

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

WITNESSES:

Name: GABE ALVANDIAN

Name: DAN ALVANDIAN

BASSETT PROPERTIES, INC.

By _____
E. Patrick Flynn
Its President, Duly authorized

Date signed: 4/20/06

WITNESSES:

Name: Iris M. Rivera

Name: Diane M. Chace

STATE OF CONNECTICUT

By _____
James T. Fleming
Its Commissioner of Public Works
Duly authorized

Date signed: 6/10/06

STATE OF CONNECTICUT)
) SS: ORANGE
COUNTY OF NEW HAVEN) City/Town

On this the 20 day of APRIL, 2006, before me, the undersigned officer, personally appeared E. Patrick Flynn, known to me (or satisfactorily proven) to be the President of Bassett Properties, Inc., a CONNECTICUT corporation, 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.

_____

Commissioner of the Superior Court
Notary Public
My Commission Expires:

8/24/06

4/20/06

BARBARA A. DEMORA
NOTARY PUBLIC
MY COMMISSION EXPIRES 4/30/09

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

On this the 12th day of June, 2006 before me, the undersigned officer, personally appeared James T. Fleming, 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.

~~Commissioner of the Superior Court~~
Notary Public
My Commission Expires:

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

Approved:
STATE PROPERTIES REVIEW BOARD

Date signed: 8/24/06

BY: Pasquale A. Pepe
Its: Chairman

Accepted:
DEPARTMENT OF SOCIAL SERVICES

Date signed: 5/9/06

BY: Michael Starkowski
Its: Deputy Commissioner

DAP
8/24/06

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: 7/24/06
By Robert Genuario
Its Secretary

Approved:
ATTORNEY GENERAL

_____ Date signed: 9/25/06
By William B. Gundling
Associate Attorney General

8/24/06
C PK PAP
4/20/06

Department of Social Services
188-206 and 222 Bassett Street,
44 Brewster and 173 Ivy Street,
New Haven

Certification by Agency Official

or Employee Authorized to Execute Leases

I, James Fleming, am authorized to execute the attached the Holdover Lease Agreement on behalf of the DPW, I hereby certify that the selection of the person, firm or corporation for the attached Holdover Lease Agreement is not the result of Collusion, the giving of a gift or the promise of a gift, compensation, fraud or in appropriate influence from any person.

Sworn as true to the best of knowledge and belief, subject to the penalties of false statement.

Signature

6/12/06
Date

Sworn and subscribed before me on this 12th day of June 2006.

~~Commissioner of the Superior Court~~
Notary Public

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

Revised 8/23/04

CORPORATION CERTIFIED RESOLUTION

I, CHEEVER TYLER, Secretary of BASSETT PROPERTIES INC
(Name of Certifying Officer) (Name of Corporation)

_____, a corporation organized and existing under the laws of the State of

CONNECTICUT (the "Company"), do hereby certify that the following is a true and
(State of Incorporation)

correct copy of a resolution duly adopted at a meeting of the Board of Directors of the Company

duly held and convened on MARCH 15, 2006, at which meeting a duly
(Month and day) (year)

constituted quorum of the Board of Directors was present and acting throughout, and that such

resolution has not been modified, rescinded or revoked, and is at present in full force and effect:

RESOLVED: That E. PATRICK FLYNN, PRESIDENT
(Name and title of signer of contract documents)

of BASSETT PROPERTIES INC, is empowered and authorized, on behalf of the Company,
(Name of corporation)

to execute and deliver contracts and amendments thereto, and all documents required by the

Governor, the Connecticut Department of Public Works, the Connecticut State Properties Review

Board and the Office of the Attorney General associated with such contracts and amendments.

IN WITNESS WHEREOF, the undersigned has affixed his/her signature and the corporate seal of the Company this 15th day of MARCH 2006.

[or, if the corporation has no seal ...]

IN WITNESS WHEREOF, the undersigned has affixed his/her signature this 15th day of MARCH, 2006. The Company has no corporate seal.

(signature)
Print name: CHEEVER TYLER.
Its Secretary

(Corporate Seal)

The 3/15/06 resolution ratifies any contracts and amendments previously signed by E. Patrick Flynn on behalf of the company.

Secretary

Commission Expires

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 188-206 and 222 Bassett Street, new Haven, 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 address of their officers, directors and stockholders, except that his 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 address of all general partners and limited partners in the limited partnership.

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

1 E. PATRICK FLYNN, PRES. & STOCKHOLDER, DIRECTOR
241 WASHINGTON RD, CARMEL, NY, 10512, 845-628-6609
2. CHEEVER TYLER ESQ., SECRETARY, DIRECTOR 203 781-3479
3. 44 LINCOLN STREET NEW HAVEN, CT., 06511
FRANCIS GREENBERGER, STOCKHOLDER
4. 55 FIFTH AVE, NY NY 10003 212-206-6000
JONATHAN MILLER - STOCKHOLDER 212-421-2100
129 E 10TH ST. NY NY, 10003

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 Department of Public Works within seven (7) days indicating the change as required pursuant to Public Act 91-166.

Bassett Properties Inc.

By E. Patrick Flynn Pres. Date 9/21/05

Subscribed and sworn to before me this 21st day of September, 2005

2005, at Carmel, New York.

Arlene Kinzel
Commissioner of the Superior Court
Notary Public
My commission expires

Arlene Kinzel
Notary Public, State Of New York
Qualified In Dutchess County
Registration No. 01KI4999012
Commission Expires 7/13/06

Design/ Construction Contract No:	
Lease Proposal No:	
Property Management RFP No:	

Contract Affidavit – No Previous Bid or Proposal

I, **E. Patrick Flynn, President of Bassett Properties, Inc.**, hereby swear that during the two-year period preceding the date this contract was executed that neither myself nor any principals or key personnel of the contracting firm or corporation who participated directly, extensively and substantially in the negotiation or award of this contract, nor any agent of the above, gave a gift, as defined in Conn. Gen. Stat. § 1-79(e), including a life event gift as defined in Conn. Gen. Stat. § 1-79(e)(12), to (1) any public official or state employee of the state agency or quasi-public agency who executed or participated directly, extensively, and substantially in the negotiation or award of this contract or (2) to any public official or state employee who has supervisory or appointing authority over the state agency or quasi-public agency executing this contract, except the gifts listed below:

Please check here if no such gifts were given: ☑

Name of Benefactor	Name of Recipient	Gift Description	Value	Date of Gift

Further, neither I nor any principals or key personnel of the contracting firm or corporation who participated directly, extensively and substantially in the negotiation or award of this contract know of any action to circumvent this gift/campaign contribution affidavit.

Further, during the two-year period preceding the execution of this contract, neither I nor any principals or key personnel of the contracting firm or corporation who participated directly, extensively and substantially in the negotiation or award of this contract, nor any agent of the above, gave a contribution to any candidate for statewide public office or the General Assembly, as defined in Conn. Gen. Stat. § 9-333b, except the contributions listed below:

Please check here if no such contributions were given: ☐ See Attached Affidavit of Cheeven Tyler Esq

Contributor	Recipient	Amount/Value	Date of Contribution	Contribution Description
E. P. Flynn	Democratic Majority for the Decade	$1000	1/5/04	check
" "	DeStephano for Connecticut	$500.	5/8/04	check
" "	DeStephano for Connecticut	$500.	6/15/04	check
" "	DeStephano for Connecticut	1000.	5/11/05	check

Sworn as true to the best of my knowledge and belief subject to the penalties of false statement.

E. Patrick Flynn
Signature

10/28/05
Date

Sworn and subscribed before me on this 28th day of October, 2005.

Arlene Kinzel
Commissioner of the Superior Court /
Notary Public (Seal/Expiration date of commission)
Arlene Kinzel
Notary Public, State Of New York
Qualified In Dutchess County
Registration No. 01KI4999012
Commission Expires 7/13/06

CONTACT AFFIDAVIT

I/We, the undersigned, being duly sworn, depose and say that the names of all persons who contacted me/us regarding the terms and conditions of the proposed lease to the State of Connecticut of the premises located at

Department of Social Services
188-206 and 222 Bassett Street, New Haven, Connecticut

are listed below. The departments or agencies of the State of Connecticut employees listed should be noted. The addresses of all other persons listed should also be noted.

Names of State of Connecticut employees and their departments or agencies:

Kenneth Goldberg of the Department of Public Works, Leasing and Property Transfer, State Office Building, Hartford, CT

Names and addresses of others, including real estate brokers, agents, salespeople and attorneys:

1. None

2.

3.

4.

5.

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

E. Patrick Flynn

Subscribed and sworn to before me this 21st day of September, 2005, at Carmel, New York.

Ariene Kinzel
Commissioner of the Superior Court
Notary Public
My commission expires

Ariene Kinzel
Notary Public, State Of New York
Qualified In Dutchess County
Registration No. 01KI4998012
Commission Expires 7/13/06

Revised 8/23/04

Ariene Kinz
Notary Public, State
Qualified In Dutches

SECOND HOLDOVER AGREEMENT

THIS SECOND HOLDOVER AGREEMENT (the "Holdover Agreement") is made and entered into by and between Bassett Properties, Inc., (the "Lessor"), whose address is c/o E. Patrick Flynn, 241 Washington Road, Carmel, New York 10512-9111, acting herein by E. Patrick Flynn, its President, 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 Amended and Restated Lease by and between the Lessor and the Lessee, and approved by the Attorney General of the State of Connecticut (the "Attorney General") on August 7, 1997 (the "Lease"), the Lessor leased to the Lessee a building consisting of 48,294 square feet located at 188-222 Bassett Street, New Haven, Connecticut, together with the parking lot located at 44 Brewster and 173 Ivy Streets, New Haven, Connecticut (the "Leased Premises") for a term commencing October 11, 1997, and terminating October 10, 2002 (the "Original Lease Term"); and

WHEREAS, the Lessee has continued to occupy the Leased Premises pursuant to a Holdover Agreement, beginning on September 25, 2006, and expiring on March 24, 2008; and

WHEREAS, Lessee currently pays the Lessor rent at a rate of Six Hundred Thirty Seven Thousand Four Hundred Eighty and 80/100 Dollars ($637,480.80) per year, Fifty Three Thousand One Hundred Twenty-Three and 40/100 Dollars ($53,123.40) per month; and

WHEREAS, the parties hereto desire to formalize arrangements with respect to the Lessee's continued occupancy of the Leased Premises until such time as the Lessee obtains a permanent lease;

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 be effective 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 commence March 25, 2008 (the "Commencement Date"), and 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 other party.

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3. During the term of the Holdover Agreement, LESSEE shall pay rent as follows:

a. During the term of this Holdover Agreement, the Lessee shall pay the Lessor rent in the amount of Six Hundred Sixty-Nine Thousand Three Hundred Fifty-Five and 00/100 Dollars ($669,355.00) per annum, in equal installments of Fifty-Five Thousand Seven Hundred Seventy-Nine and 58/100 Dollars ($55,779.58) per month payable in arrears by the end of each calendar month.

b. Within forty-five (45) days of the Approval Date, the Lessee shall pay the Lessor for any unpaid rent in the amount of Two Thousand Six Hundred Fifty-Six and 18/100 Dollars ($2,656.18) per month for the period beginning the Commencement Date through and including the day prior to the Approval Date.

c. Rent for occupancy of less than a full calendar month 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, the Office of Policy and Management and the Office of the Attorney General and delivered to the Lessor.

5. 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 Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to 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, in accordance with their respective terms and conditions.

6. STATE CONTRACTS: 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 A attached hereto.

7. This Holdover Agreement is subject to the non-discrimination provisions attached hereto as Exhibit B and made a part hereof.

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

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9. INSURANCE:

a. The LESSOR shall provide and maintain, at no cost to the LESSEE, Commercial General Liability Insurance, with the LESSEE named an additional insured. The insurance shall provide for a minimum limit of $1,000,000.00 for all damages, in any one accident or occurrence, arising out of bodily injuries to or death of all persons and injuries to or destruction of property. Subject to that limit per accident, the total (or aggregate) limit in all accidents during the lease term shall be a minimum of $2,000,000.00. The coverage under such policy shall be limited to claims arising from acts or omissions of the LESSOR. The LESSOR shall additionally provide and maintain standard fire and casualty insurance, including special form coverage. The LESSOR shall apply the proceeds of insurance to reconstruction, if the LESSEE so directs in writing. The LESSOR shall provide certificates of insurance annually to the LESSEE evidencing the coverage that this Article requires. 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 of 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 by A.M. Best Company.

b. The LESSOR agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible. The LESSOR'S insurer shall have no right of recovery or subrogation against the LESSEE. This insurance is primary and not in excess of any other insurance.

c. The liability of the LESSOR to indemnify, defend and save and hold harmless the LESSEE shall be effectively protected by insurance to the extent insurable. The limits of coverage of such insurance purchased by the LESSOR shall not in any way limit, reduce or restrict the LESSOR'S obligation under any indemnification and save and hold harmless provisions stated in this lease.

[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:

Brooke M. Hoberman
Name: Brooke M. Hoberman

Sharon Della Camera
Name: Sharon Della Camera

BASSETT PROPERTIES, INC.

By E. Patrick Flynn
E. Patrick Flynn
Its President, Duly authorized

Date signed: April 1, 2008

WITNESSES:

Holly J. Hart
Name: Holly J. Hart

Diane M. Chace
Name: Diane M. Chace

STATE OF CONNECTICUT

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

Date signed: May 13, 2008

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STATE OF CONNECTICUT)
) SS: NEW HAVEN
COUNTY OF NEW HAVEN) City/Town

On this the 1st day of April, 2008, before me, the undersigned officer, personally appeared E. Patrick Flynn, known to me (or satisfactorily proven) to be the President of Bassett Properties, Inc., a Connecticut corporation, 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.

Commissioner of the Superior Court/
~~Notary Public~~
My ~~Commission~~ Expires:

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

On this the 13th day of MAY, 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.

~~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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Accepted:
DEPARTMENT OF SOCIAL SERVICES

By: _____ Date signed: 4/23/08
Amalia Vazquez Bzdyra
Its Deputy Commissioner

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: 6/30/08
Robert Genuario
Its Secretary

Approved:
STATE PROPERTIES REVIEW BOARD

By: _____ Date signed: 7/28/08
Edwin S. Greenberg
Its Chairman

Approved:
ATTORNEY GENERAL

By: _____ Date signed: 9/18/08
William B. Gundling
Associate Attorney General

7/28/08

EXHIBIT A

See attached SEEC Form 11

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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.

Contract Consequences

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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 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,

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(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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EXHIBIT B

NON-DISCRIMINATION PROVISIONS

References in this Article to "contract" shall mean this lease and references to "contractor" shall mean the LESSOR. The following 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.

The following section is inserted in this contract in connection with subsection (a) of Section 4a-60 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 race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to,

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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.

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.

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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.

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