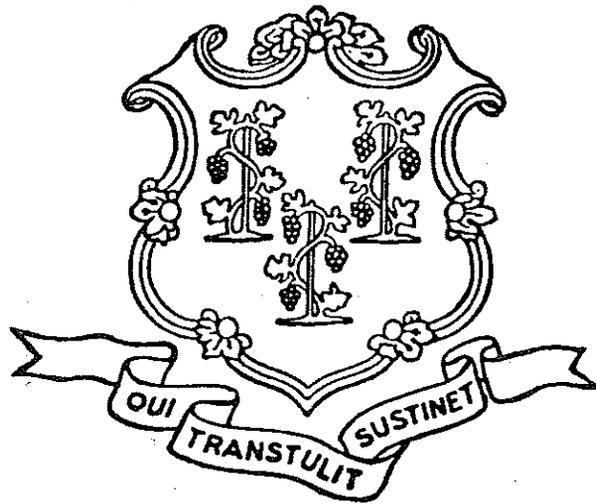


STATE OF CONNECTICUT



STANDARD LEASE

Issue: S.L.2002.3

Form Origination Date: September 2002

**Agency: Department of Children and Families
1 West Main Street, Meriden, Connecticut**

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LIST OF EXHIBITS

- A- Demised Premises Floor Plan (to scale)
- B-Affidavit of new usable square feet of demised premises
- C-Renovations and improvements
- D-Normal operating hours: Utilities and Services
- E-Statement of Financial Interest
- G-Consent to Assignment
- I-Right of First Refusal

STATE OF CONNECTICUT

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

This lease is entered into as of the 16th day of October, 2002, by and between One West Main Street LLC, ("LESSOR"), owner of the Total Premises, defined in Article 15 (Title to Total Premises) below, whose address is 200 Pratt Street, Meriden, CT 06450 , acting herein by Salvatore R. Carabetta, its Member/Manager, duly authorized, and the State of Connecticut ("LESSEE"), acting herein by T. R. Anson, its Commissioner of the Department of Public Works, or his designee, each duly authorized, pursuant to the provisions of subsection (a) of Section 4b-30 of the General Statutes of Connecticut, as revised, which authority is contingent upon satisfying the conditions of Conn. Gen. Stat. Sections 4b-23, 4b-24 and 4b-32, as revised, concerning entering into leases with the advice and consent of the Secretary of the Office of Policy and Management and the Properties Review Board of the State of Connecticut.

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

ARTICLE 1: DEMISED PREMISES

1.01 DEMISED PREMISES.

The LESSOR hereby warrants to the LESSEE that the LESSOR is the owner in fee simple, and leases unto the LESSEE, the Demised Premises consisting of 18,656 net usable square feet, as defined in Exhibit B (Affidavit of Net Usable Square Feet of Demised Premises), situated at 1 West Main Street, Meriden, CT, together with all appurtenances thereto and all right to means of ingress into and egress out of the Demised Premises and together with the improvements, fixtures, equipment and facilities of the LESSOR now located or to be located on said premises (the "Demised Premises"). The LESSOR shall execute and deliver to the LESSEE, simultaneously with this lease, the Affidavit of Net Usable Square Feet of Demised Premises, attached hereto as Exhibit B. The LESSOR'S affidavit to the LESSEE attesting to the aforesaid net usable square feet and scaleable floor plan, attached as Exhibit A (Demised Premises Floor Plan) and drawn to a minimum scale of 1/8" = 1'-0" on the first, second and third floor(s) of the Demised Premises. The Demised Premises includes 112 striped, lighted and maintained reserved parking spaces, with security acceptable to LESSEE, located at 1 West Main Street, Meriden (33 spaces) and 79 spaces at the High School Ave. and Church Street Municipal Parking Garage.

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ARTICLE 2: RENT AND ADDITIONAL RENT**2.01 FIXED BASE RENT**

During the term of this lease, the LESSEE shall pay the LESSOR the fixed base rental of (\$309,689.60) per year, payable in equal monthly installments of (\$25,807.46) by the end of each calendar month. In addition to the "Tenant Improvements" ("TI") payments identified in Section 2.02 below, a LESSOR'S TI allowance of \$279,840.00 shall be included as part of the said fixed base rent. The first of such payments shall be made upon acceptance of the Demised Premises as per Article 5 (Demised Premises Preparation – Minimum Requirements). Rental for occupancy of less than a full calendar month at the commencement, termination or any partial interruption of this lease shall be prorated by dividing the monthly rent by thirty (30) and multiplying the resulting quotient by the number of days of occupancy.

2.02 TENANT IMPROVEMENT PAYMENTS

As may be set forth in Section 4 of Exhibit C (Renovations and Improvements), if applicable and attached, during the initial term of this lease, the LESSEE shall pay the LESSOR, in addition to fixed base rent, above, and additional rent, below, (\$104,524.60) per year, payable in equal monthly installments of (\$8,710.38) by the end of each calendar month for the cost of tenant improvements in excess of the LESSOR'S TI allowance. The first of such "TI" payments shall be made after acceptance of the Demised Premises in accordance with Article 5, (Demised Premises Preparation – Minimum Requirements). These TI payments for occupancy of less than a full calendar month at the commencement, termination or any partial interruption of this lease shall be prorated by dividing the monthly rent by thirty (30) and multiplying the resulting quotient by the number of days of occupancy.

2.03 ADDITIONAL RENT

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

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ARTICLE 3: TERM OF LEASE

3.01 LEASE TERM

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

3.02 SPACE/PARKING SPACES OPTION

From time to time during the lease term, the LESSEE shall have the continuing option to obtain additional space and parking spaces in the ratio of 6 per 1,000 net usable square feet of extension space, as may become available, at the existing fixed base rent rate as indicated in Article 2 (Rent and Additional Rent). LESSOR shall provide prompt written notification to LESSEE when any such space becomes available. The LESSEE shall have thirty (30) days following the receipt of such notice within which to provide written notice to the LESSOR of its desire to exercise such option. After the LESSEE obtains all approvals necessary in order to exercise the option, including that of the State Properties Review Board, and so notifies the LESSOR in writing, the LESSOR shall have thirty (30) days within which to complete the tasks set forth in Section 5.01 with respect to said additional space. The commencement date of the lease of said additional space shall be the date upon which the LESSEE provides written notification to the LESSOR of the LESSEE'S approval pursuant to Article 13, Notices. In all other aspects, the terms and conditions of the lease of such additional space shall be as set forth herein.

3.03 RENEWAL OPTION

This lease may be renewed at the option of the LESSEE for five (5) years at the fixed base rental of Three Hundred Forty-Seven Thousand and Sixteen Cents (\$347,001.60) per year, payable in equal monthly installments of (\$28,916.80) by the end of each calendar month, provided that written notice is posted to the LESSOR at least ninety (90) days before the end of the original lease term. All other terms and conditions of the lease shall remain in effect.

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

3.04 HOLDOVER

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

3.05 SUBLEASE OR ASSIGNMENT

The LESSEE may utilize the Demised Premises for any governmental or quasi-governmental purpose and sublet all or any part of the Demised Premises or assign this lease to another governmental or quasi-governmental entity at any time. The LESSOR and the LESSEE shall not be relieved from the terms, conditions and obligations under this lease by reason of any such subletting or assignment.

3.06 REMOVAL OF LESSEE'S PROPERTY

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

3.07 SURRENDER OF DEMISED PREMISES

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

ARTICLE 4: LESSOR'S OBLIGATIONS; DEFAULT

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4.01 COMPLIANCE WITH APPLICABLE LAWS

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

4.02 CONDITION OF THE DEMISED PREMISES

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

4.03 ENVIRONMENTAL AFFIDAVIT

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

4.04 INDOOR COMFORT

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

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

4.05 DUTY TO MAINTAIN AND REPAIR

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

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

If the LESSOR fails to make any repairs, replacements and/or work within twenty-four (24) hours after the date of written notice of same from the LESSEE in the case of essential systems or seven (7) days after the date of written notice from the LESSEE in the case of repairs, replacements and/or work to non-essential systems, the LESSEE in its discretion and without further notice to the LESSOR may make the repairs, replacements and/or work and deduct the cost thereof and expenses connected therewith from rents due or to become due under the terms of this lease, or may recover all or any portion of such cost and expenses by other appropriate means. In the case of essential systems, the LESSEE in its sole discretion may terminate this Lease, subject to Article 10 (Notices).

Notwithstanding the aforesaid, if the failure to perform any of the repairs, replacements or work constitutes a hazard to any part of the Total Premises or any person, then the LESSEE may

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immediately cause such hazardous conditions to be corrected, without written notice to the LESSOR and deduct the costs and expenses thereof from rents due or to become due under this lease.

4.06 CARPETING AND REPAINTING

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

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

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

4.07 SECURITY

The LESSEE may, at its own discretion, install, and subsequently remove, security enhancements to the Demised Premises, including, but not limited to secured access, cameras and an intrusion system at the LESSEE'S sole expense. The LESSEE may at any time, without notice to the LESSOR and at the LESSEE'S expense, perform a security audit of the Demised

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Premises or Total Premises. The LESSOR shall comply with any renovations required to complete security modifications including, but not limited to, adding security personnel, equipment installation, and wiring as required. Any and all costs and expenses associated with adding security personnel shall be borne by the LESSEE. The LESSEE may require that the LESSOR, and the LESSOR shall, obtain itemized competitive bids to implement the work at the LESSEE'S expense. In so doing, the LESSOR shall follow and observe all of the bidding procedures and safeguards of the Department of Public Works. The LESSOR shall fully cooperate with the LESSEE'S consultants, security personnel, and police forces. If there is a dispute concerning security issues, the LESSEE'S security personnel shall have the final determination. The LESSOR shall keep all of the LESSEE'S security arrangements and systems confidential. The LESSOR and the LESSEE shall comply with the provisions of Conn. Gen. Stat. §4b-135, concerning security requirements for new leases. Further, the LESSOR shall comply with any security procedures or "post orders" as may be issued by the LESSEE.

4.08 DEFAULT

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

4.09 FAILURE TO FULFILL OTHER OBLIGATIONS

If the LESSOR has any other obligations under this lease that the LESSOR fails to fulfill within ten (10) days after the date of notice from the LESSEE, the LESSOR shall not be entitled to receive any rent or additional rent during such period. The LESSEE, in its sole discretion and without further notice, may withhold any rental payments during such period of failure. The LESSEE upon such failure may terminate this lease or may fulfill such obligations itself and deduct the cost thereof and expenses connected therewith from rents due or to become due the LESSOR under the terms of this lease, or may recover all or any portion of such cost and expenses by other appropriate means.

ARTICLE 5: DEMISED PREMISES PREPARATION --MINIMUM REQUIREMENTS**5.01 MINIMUM REQUIREMENTS**

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

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

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

5.02 RENOVATIONS OR FIT-OUT

Any "fit out" or renovations required in addition to the above minimum requirements and the conditions that govern said renovations and improvements shall be carried out in accordance with the terms set forth in Section 4.07 and Exhibit C (Renovations and Improvements) if

applicable and attached. In case a conflict or a difference in interpretation arises between or among any of the terms and conditions of Exhibit C, if applicable and attached, and this Article 5 (Demised Premises Preparation – Minimum Requirements), then such conflict or difference shall be resolved in favor of the terms and conditions set forth in Exhibit C.

ARTICLE 6: LESSEE'S DEFAULT

6.01 LESSEE'S DEFAULT

The LESSOR agrees that if any rental installment shall be due and unpaid for fifteen (15) or more days after its due date, such nonpayment shall not constitute a default under the terms of this lease until written notice of said nonpayment has been received by the Commissioner of the Department of Public Works and thirty (30) days have passed from the date of such receipt.

ARTICLE 7: INDEMNIFICATION; DUTY TO DEFEND

7.01 INDEMNIFICATION

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

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

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7.02 DUTY TO DEFEND

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

ARTICLE 8: LIMITATION ON LESSEE'S LIABILITY

8.01 FORCE MAJEURE

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

ARTICLE 9: INSURANCE

9.01 LESSOR'S INSURANCE

The LESSOR shall provide and maintain Commercial General Liability Insurance, with the LESSEE named as an additional insured providing for a minimum limit of \$1,000,000.00 for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence and for all damages arising out of injuries to or destruction of property in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of \$2,000,000.00 for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injuries to or destruction of property during the lease term at no cost to the LESSEE. Annually, the LESSOR shall provide the LESSEE with a certificate of insurance to this effect. The LESSOR shall additionally provide and maintain standard fire and casualty insurance, including extended coverage, vandalism, malicious mischief, and special extended coverage ("all risks"), with the LESSEE named as a loss payee in an amount equal to not less than 100% of the replacement cost of the LESSEE'S improvements, fixtures, equipment and furniture on the Demised Premises to protect the LESSEE'S interest in the Demised Premises. 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

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indicate that the policies insuring the LESSEE include, without limitation, said liability and fire and casualty insurance coverage pertaining to any and all risks described under this Article. Such policies of insurance shall also provide notification to the LESSEE at least thirty (30) days prior to any cancellation or modification of coverage. The insurer shall be licensed by the State of Connecticut and be rated A- or better.

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

ARTICLE 10: NOTICES

10.01 NOTICES

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

ARTICLE 11: SUBORDINATION AND ATTORNMENT

11.01 SUBORDINATION

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

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11.02 ATTORNMENT

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

11.03 QUIET ENJOYMENT

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

ARTICLE 12: ENTIRE AGREEMENT

12.01 ENTIRE AGREEMENT

This lease, including the exhibits and schedules, if any, attached hereto and any plans, drawings, specifications, affidavits, maps, booklets or parts thereof, contains the entire agreement of the parties and all prior negotiations, agreements and understandings are merged herein. Neither the LESSOR'S nor the LESSEE'S representatives have made any representations or warranties with respect to the Demised Premises or this lease, intending to be bound thereby, except as expressly set forth herein, and no rights, easements or licenses are or shall be acquired by the LESSOR by implication or otherwise unless expressly set forth herein.

ARTICLE 13: STATE APPROVALS

13.01 STATE APPROVALS

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

ARTICLE 14: MODIFICATIONS

14.01 MODIFICATIONS

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

ARTICLE 15: TITLE TO TOTAL PREMISES

15.01 TITLE TO TOTAL PREMISES

The LESSOR covenants that it is the owner in fee simple of the entire property on which the Demised Premises is located, including common and parking areas, where applicable, and of which the Demised Premises is a part (collectively, the "Total Premises"). The LESSOR also covenants and warrants to having good right to lease the Demised Premises and agrees to defend the title thereto and to reimburse and hold the LESSEE harmless from all damage and expenses which the LESSEE may suffer by reason of any restriction, encumbrance or defect in such marketable title. The LESSOR shall permit the LESSEE to occupy, possess and peacefully enjoy the Demised Premises without hindrance or molestation from the LESSOR or any other party or person claiming by, from or under the LESSOR.

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ARTICLE 16: FINANCIAL INTEREST

16.01 STATEMENT OF FINANCIAL INTEREST

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

16.02 AUDIT

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

ARTICLE 17: MISCELLANEOUS PROVISIONS

17.01 CONNECTICUT LAW

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

17.02 JOINT AND SEVERAL OBLIGATIONS

If there shall be more than one LESSOR, they shall be bound jointly and severally by each and every section and provision of this lease.

17.03 UNENFORCEABILITY AND AMBIGUITIES OF LEASE PROVISIONS

If for any reason the terms of this lease or any substantive provision thereof, shall be found to violate public policy or be ambiguous, unenforceable or illegal, this lease shall be amended to

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conform to the applicable decision, and the LESSOR and the LESSEE shall execute any amendments necessary to effectuate the goals and purposes of this lease as soon as possible. All such amendments shall be subject to the provisions of Article 13 (State Approvals) of this lease.

17.04 APPLICABLE EXHIBITS

Only exhibits A- Demised Premises Floor Plan (to scale); B-Affidavit of new usable square feet of demised premises; C-Renovations and improvements; D-Normal operating hours: Utilities and Services; E-Statement of Financial Interest; G-Consent to Assignment; and I-Right of First Refusal are attached to and made a part of this lease.

17.05 CONFIDENTIAL INFORMATION

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

17.06 SOVEREIGN IMMUNITY

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

17.07 EXECUTIVE ORDERS

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

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17.08 CHANGE IN OWNERSHIP

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

17.09 SUCCESSORS AND ASSIGNS

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

17.10 PAROL AGREEMENTS

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

17.11 LESSOR'S FURTHER OBLIGATIONS

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

- a. All of the renovations, improvements and work mentioned in Articles 4 (LESSOR'S Obligations; Default), 5 (Demised Premises Preparation – Minimum Requirements) and Exhibit C (Renovations and Improvements), if applicable and attached, shall, and not by way of limitation, be completed as per the terms and conditions of said Articles and Exhibit and Sections 17.11 (b) and (c) below;
- b. The LESSOR represents and warrants to the LESSEE that all materials, equipment and work made part of said renovations, improvements and work (inclusive of all tenant renovations and improvements made on behalf of the LESSEE), shall be new, designed and constructed in a workmanlike manner, free of any defects, including without limitation, design, architectural, engineering, structural, electrical, mechanical, heating, ventilating, air conditioning, or plumbing defects, and in accordance with the terms and conditions of this lease; and
- c. If the LESSOR shall fail to perform any of its obligations under this lease, after receipt of notice as required, or in the event of emergency, the LESSEE shall have the right of self-help, and, in such event, the LESSEE may deduct the reasonable costs thereof from the rents next or thereafter due under the lease.

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17.12 RECORDATION

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

17.13 DEFINITION OF "DAYS"

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

17.14 HEADINGS

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

17.15 WARRANTY TITLE

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

17.16 CORPORATE AUTHORITY

The LESSOR represents and warrants to the LESSEE that:

- (a) it is a duly and validly existing Limited Liability Company under the laws of the State of Connecticut and authorized to conduct its business in the State of Connecticut in the manner contemplated by this lease. Further, the LESSOR has taken all necessary action to authorize the execution, delivery and performance of this lease and has the power and authority to execute, deliver and perform its obligations under this lease;
- (b) it has full right and authority to enter into this lease for the full term herein granted, and that it has good and marketable title to the Total Premises;
- (c) it will comply with all applicable State and Federal laws and municipal ordinances in satisfying its obligations to the LESSEE under and pursuant to this lease;

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

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

17.17 OPTION TO PURCHASE AND RIGHT OF FIRST REFUSAL

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

ARTICLE 18: NONDISCRIMINATION PROVISIONS

NON-DISCRIMINATION PROVISIONS

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

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

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

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

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

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and Sections 46-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books,

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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.

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

Signed in the presence of:

Norman S. (N) [Signature]
Norman S. ISKO

Dierde Small
Dierde Small

ONE WEST MAIN STREET LLC,

By [Signature]
SALVATORE R. CARABETTA
Its MANAGER/MEMBER
Duly authorized

Date signed: OCTOBER 9, 2002

Marjorie E. Keap
Marjorie E. Keap

[Signature]
Al Theriault

STATE OF CONNECTICUT

By [Signature]
Chief
Its Deputy Commissioner of Public Works,
Duly authorized

Date signed: 10-16-02

STATE OF CONNECTICUT)
COUNTY OF New Haven) ss.

On this the 9th day of OCTOBER, 2002, before me, the undersigned officer, personally appeared SALVATORE GUARISETA known to me (or satisfactorily proven) to be the MANAGER/MEMBER of ONE WEST MAIN STREET LLC a Connecticut 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 provided as his free act and deed and that of the LIMITED LIABILITY COMPANY.

In Witness Whereof I hereunto set my hand.

Norman E. Isko

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

NORMAN E. ISKO
NOTARY PUBLIC
STATE OF CONNECTICUT
MY COMMISSION EXPIRES MARCH 31, 2007
MAY

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) ss: HARTFORD

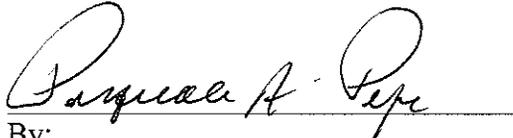
On this the 16th day of OCTOBER, 2002, before me, MARIE CAUMBIE the undersigned officer, personally appeared P.J. DELAHUNTY JR. CHIEF DEPUTY COMM. of the Department of Public Works, State of Connecticut, known to me to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand.

Marie Caumbie

Notary Public
My commission expires: 2/28/06
Commissioner of the Superior Court

Approved:
STATE PROPERTIES REVIEW
BOARD

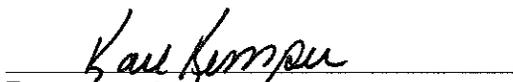


By:

Its:

Date signed: 11/25/02

Accepted:
DEPARTMENT OF CHILDREN AND FAMILIES



By: Karl Kemper

Its: Bureau Chief, Signing authority for Kristine Ragaglia, Comm'r.

Date signed: 10/18/02

Approved:
ATTORNEY GENERAL

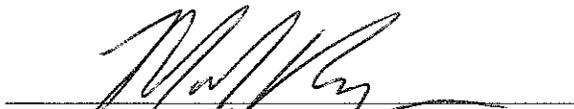


By: William B. Gundling

Associate Attorney General

Date signed: 12/27/02

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



By: Marc S. Ryan

Its: Secretary of OPM

Date signed: 11/18/02

EXHIBIT A

DEMISED PREMISES FLOOR PLAN (TO SCALE)

EXHIBIT B

AFFIDAVIT OF NET USABLE SQUARE FEET OF DEMISED PREMISES

State of Connecticut

County of New Haven

1. I/We Salvatore R. Carabetta, (owner) (authorized officer) of ONE WEST MAIN STREET LLC, owner of the Total Premises, known as 1 West Main Street, Meriden, Connecticut 06450, of which the Demised Premises is a part, being duly sworn, depose, say and acknowledge that the net usable square feet for a proposed lease of the Demised Premises to the State of Connecticut is, to my/our own personal knowledge, 18,656 square feet.
2. Further, I/We agree that the above-listed amount was arrived at, pursuant to the following definition of net usable square feet in paragraph 3.
3. For purposes of this affidavit and its corresponding lease, I/we agree that the term "net usable square feet" shall be defined as follows: The interior floor area of the Demised Premises used for office and other purposes. Any space that is either shared in common with other tenants, such as entrance and elevator lobbies, hallways and bathrooms, or that is used by LESSOR for other tenants or used as janitorial or electronic/mechanical closets, is not part of net usable square feet. If any of these areas listed above are for the sole use of a tenant, they shall be counted in that tenant's net usable square feet. The measurement includes structural elements of the building found in the LESSEE'S space, such as columns and projections necessary to the Total Premises or Demised Premises, but excludes vertical space penetrations of the same, such as elevators, stairwells, airshafts and stacks. Measurement of net usable square feet is from the dominant (over 50%) inside face, such as window glass of the exterior wall, to the interior surface of a wall separating a tenant from an adjacent tenant and to the inside face of a common corridor, elevator shaft, stairwell, airshaft and stack.

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

Salvatore R Carabetti
SALVATORE R CARABETTI

Subscribed and sworn to before me this 9th day of OCTOBER, 2002,
at MERIDEN, CT.

Norman S Isko

Commissioner of Superior Court
Notary Public
My commission expires _____

NORMAN S. ISKO
NOTARY PUBLIC
STATE OF CONNECTICUT
MY COMMISSION EXPIRES MARCH 31, 2007
MAY

EXHIBIT C

RENOVATIONS AND IMPROVEMENTS

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

I. SCOPE OF WORK

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

(a) Remove unnecessary existing partitions, walls, counters, carpeting, acoustical ceiling to conform to conceptual "program layout" dated November 19, 2001 (Layout) and signed/agreed to by the lessor and Lessee and the Department of Children and Families "Standard Specifications" (Specifications) dated January 2002. Note: Any exception to the Layout or Specifications must be approved by the Department of Children and Families or the Department of Public Works.

(b) Provide and install new steel stud partitions with sound deadening material (approved in writing by the Department of Children and Families, drywall with 3 coats tape, 2 coats paint (Section 4.06 of this Lease), in compliance with Layout and Specifications;

(c) Provide and install carpet, VCT and ceramic tile as approved in layout and schedule provided by the Department of Children and Families and conforming to Specifications and Section 4.06 of this Lease;

(d) Provide and install new 2 ft. by 4 ft. acoustical ceiling approximately 8 ft.3 inches to 8 ft. 6 inches and grid(s) per Layout and Specifications Above Finish Floor (AFF), except on the first floor where ceiling will be 9 ft. 6 inches throughout, unless otherwise approved in writing by the Department of Children and Families or the Department of Public Works;

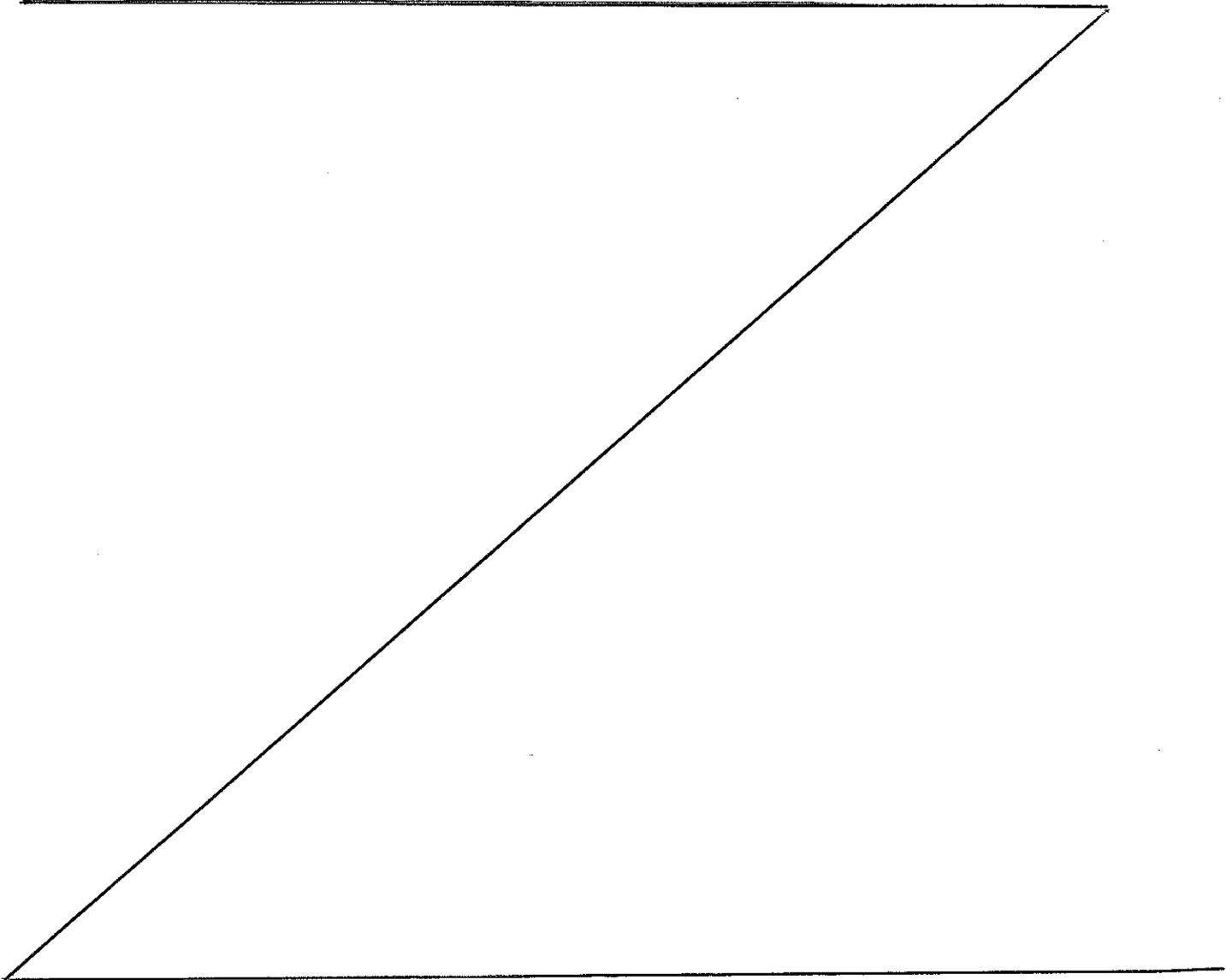
(e) New Kitchen/Break room(s) casements, countertops; i.e., First floor kitchen - 12 linear feet upper cabinets, 9 linear feet lower cabinets and counters; second and third floors, 7.5 linear feet

upper cabinets and 5 linear feet lower cabinets and counters included with written approval of the Department of Children and Families regarding color, materials and dimensions and in compliance with Layout and Specifications;

(f) Provide and install new oak doors, including, but not limited to: jambs, casings, hardware, keys and conforming to layout and Specifications;

(g) Provide and install folding sound divider partition door, 15ft by 9 ft. 6 inches in large conference room on first floor; Type: Curtition, color 3324-75 Adriatic Sea, Model MK XX, MK series, vinyl;

(h) Provide all material, reconfigure, redesign existing zones and HVAC for heating and cooling to comply with Layout and Specifications and in accordance with Section 4.04 of the Lease to accommodate new Layout for each floor as detailed in layout;



- (i) Provide and install air conditioning for telecom rooms on the first, second and third floors as indicated in the Layout and addressed in the Specifications;

- (j) Provide and install new plumbing and fixtures in all bathrooms, break rooms and kitchens. Note: The "new lavatories" will be furnished with new plumbing fixtures. The "existing lavatories" will retain the existing plumbing fixtures provided they are in good repair and good operating condition; otherwise they will be replaced.
- (k) Provide and install new electrical wiring, switches, outlets, conduits, buzzers, lighting fixtures which shall meet minimum requirements per Division 16, A.I.A. all installed per Layout and Specifications;
- (l) Provide and install horizontal metal "Levelor" model "Riviera" miniblinds to all exterior windows;
- (m) Provide and install bathroom and break rooms kitchen accessories as required, including but not limited to: basins, sinks, dispensers, receptacles, counters, grab bars per Layout, Codes and Specifications;
- (n) Provide and install/repair exterior windows that need resealing and/or weather proofing with like quality if replacement is necessary;
- (o) Provide and install electric eyes on all elevators;
- (p) Provide and install patching, sealing, striping and signage for parking area as per Layout and Specifications;
- (q) Provide and pay for all permit and licensing fees as may be required by layout and Specifications.

II. PLANS AND SPECIFICATIONS:

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

- (a) The LESSOR shall complete the plans and specifications to the satisfaction of the LESSEE within 145 days after the execution of this lease. If the LESSOR fails to do so, then the LESSEE shall have the right to terminate this lease and all duties and obligations which it may have had or would have had, shall no longer attach to the LESSEE as if such duties had never existed.

- (b) All work shall meet or exceed all Federal, State and local laws, rules, codes, regulations and corresponding adopted guidelines. All work shall be consistent with the latest issue of the DPW A/E Procedures Manual.
- (c) Any and all costs associated with design professionals, planners, consultants, permits, legal fees, insurance, etc. associated with design and construction shall be paid for by the LESSOR. All change orders related to scope, time or cost shall be in writing by the LESSOR (or design firm) and must have the prior signed approval of DPW and, if the change order increases the cost, prior written approval of the State Properties Review Board.
- (d) At the LESSEE'S request, the LESSOR shall employ, at its sole cost and expense, a registered architectural or engineering firm to oversee and coordinate the complete architectural and engineering design, construction inspection, testing, commissioning and preparation of all drawings and specifications (Construction Specifications Institute, Divisions 0 through 16), change orders, etc. LESSOR shall provide planning, design and construction scheduling.
- (e) The architectural firm shall employ any consultants (mechanical, electrical, structural, environmental, civil, interior design, etc.) as required or appropriate for a complete set of collated, coordinated construction documents. The LESSOR'S agreement with the architectural firm shall provide that all drawings shall bear the architect's and/or engineer's seal, as appropriate.
- (f) If space-planning drawings and work are generated by the LESSEE or LESSEE'S interior designer, the LESSOR shall require the architectural firm to integrate such drawings into said plans and specs.
- (g) The LESSOR shall require that the architectural firm coordinate all job and design meetings as required to resolve construction issues, questions and concerns with the LESSEE, LESSEE'S agents, and the LESSOR'S general contractor. The LESSOR shall also require that the architectural firm prepare and distribute minutes of such all meetings and resulting change orders to LESSEE as may be required or appropriate.
- (h) TelCom and Data runs are to be installed by LESSEE, unless otherwise noted in Section I of this Exhibit, above. The LESSOR shall require that the architect make provisions for and consider the LESSEE'S needs to accommodate telephone and computer cable runs. This may include installing or constructing spare conduit runs or closet space as required to facilitate TelCom and Data needs. The LESSOR shall require that the architect meet with LESSEE'S representatives, as designated by DPW and as LESSEE may request, to plan the requirements for this work.
- (i) The LESSEE shall have the right to review and approve all said plans, specifications and drawings. The LESSEE shall provide review and comment within thirty (30) days of receipt of said documents. Approval of the said documents shall not relieve the architectural firm of responsibility for error, inconsistency or omission in the design of said documents.

III. CONSTRUCTION

- (a) The renovations and improvements to the Demised Premises shall be accomplished in accordance with the plans and specifications set forth in Section II of this Exhibit, above.
- (b) The LESSOR shall complete the renovations and improvements no later than 145 days after the execution of this lease.
- (c) The Contractor shall obtain all required permits, official inspections, testing and obtain a Certificate of Occupancy, if applicable.
- (d) All work shall meet or exceed all Federal, State and Local laws, rules, codes, regulations and corresponding adopted guidelines.
- (e) All construction change orders shall be in writing by the LESSOR and must have the prior signed approval of DPW and, if the change order increases the cost, the prior written approval of the State Properties Review Board.
- (f) The LESSEE'S inspection at any time before, during and after the construction of the renovations and improvements and the LESSEE'S approval of any plans, specifications and drawings in connection with said construction shall not constitute any warranty by the LESSEE as to the completeness or proper construction of said renovations and improvements and as to the completeness or correctness of said plans, specifications and drawings.
- (g) Time Period for Completion of Renovations and Improvements: Before construction commences, the LESSOR shall submit to the LESSEE a project schedule indicating the following milestones: permits, construction start/end, certificate of occupancy and swing space approvals. This schedule shall be consistent with the terms and conditions of this lease. The LESSOR shall provide an itemized construction cost breakdown as per Section IV ("Cost of Planning, Design and Construction").
- (h) The renovations, improvements and work shall be subject to on-site inspection by the LESSEE or its agents at any time as well as to a final inspection before the LESSEE accepts any such renovations, improvements or work. LESSEE'S State Department of Public Works shall make such inspections and issue such acceptance.
- (i) Upon proper completion of the renovations, improvements and work and the issuance of a certificate of occupancy by the appropriate municipal authority, the LESSOR shall immediately notify the Department of Public Works Commissioner in writing of such completion and issuance and provide a copy of the Certificate of Occupancy to the DPW.

- (j) The LESSOR shall provide meeting minutes for all construction meetings to DPW.
- (k) The LESSOR shall obtain at least two competitive bids for construction of the Renovations, Improvements and Work.
- (l) The LESSOR represents and warrants to the LESSEE that all materials, equipment and work made part of the renovation and improvement project, will be new, designed and constructed in a workmanlike manner, free of any defects, including without limitation, design, architectural, engineering, structural, electrical, mechanical, heating, ventilating, air conditioning, or plumbing, and shall be in accordance with the terms and conditions of this lease.
- (m) Upon LESSEE'S receipt of written notice of completion of all leasehold renovations improvements and work, including a certificate of occupancy from the LESSOR in accordance with Section III (b) and (i) of Exhibit C (Renovations and Improvements), the LESSEE within seven (7) days shall inspect the renovations and improvements. Within thirty (30) days after the inspection, the Department of Public Works shall notify the LESSOR in writing of acceptance or non-acceptance of the renovations and improvements. In the event the LESSEE has objections to the renovation and improvements, then the LESSEE'S written notification of non-acceptance of the renovations shall include the LESSEE'S specific written objections regarding the renovations and improvements. The LESSOR shall cure and otherwise remedy the LESSEE'S objections to the renovations and improvements within thirty (30) days of the written notice.

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

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

- (n) Nothing herein shall constitute a reduction, restriction or waiver of any other remedies available to the LESSEE under this lease, at law or in equity.
- (o) Warranty of Construction. All construction work that becomes a permanent attached part of the building belonging to the LESSOR, of which the Demised Premises is a part, shall be maintained and repaired at no cost to the LESSEE during the term of the lease and any extensions or renewals.

IV. COST OF PLANNING, DESIGN AND CONSTRUCTION

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

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

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

The total cost for the tenant improvements in the base rent (Section 2.01) and tenant improvements that are to be amortized (Section 2.02) shall not exceed \$434,694.00 .

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

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

The LESSEE'S share of the total cost shall be amortized in equal monthly payments over the initial lease term of five (5) years at an annual interest rate of seven and a half per cent (7.50%). In no event shall the rate of interest payable by the LESSEE to the LESSOR for the amortization of renovations, improvements and work exceed the annual face rate on the promissory note payable at any time by the LESSOR to the LESSOR'S mortgagee. The LESSOR shall notify the LESSEE, in accordance with Article 10, of any change in such face rate within ten (10) days of the effective date of the change. A copy of the promissory note, or similar instrument evidencing the face rate, to the LESSEE, shall accompany the notice to the LESSEE.

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

EXHIBIT D

NORMAL OPERATING HOURS; UTILITIES AND SERVICES

Time of Day

DAY OF WEEK	FROM	TO	YES	NO
Monday	N/A	N/A		
Tuesday	N/A	N/A		
Wednesday	N/A	N/A		
Thursday	N/A	N/A		
Friday	N/A	N/A		
Saturday	N/A	N/A		
Sunday	N/A	N/A	YES	NO
Monday-Sunday	Continuous Hours; 24/7/365		X	

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

	LESSOR	LESSEE
Heat	X	
Water	X	
Hot Water	X	
Electricity	X	
Air Conditioning	X	
Elevator	X	
Janitorial-Lessee Areas	X	
Janitorial-Common Areas	X	
Building Maintenance-Lessee Areas	X	
Building Maintenance-Common Areas	X	
Rubbish Removal/recycling - Lessee Areas	X	
Rubbish Removal/recycling - Common Areas	X	
Security Service	X	
Pest Control	X	
Lamp Replacement-general	X	
Task Lighting	X	
Ballast Replacement	X	
Snow Removal	X	
Parking	X	
All Taxes, Annual interior and exterior window washing and Groundskeeping	X	

EXHIBIT E

STATEMENT OF FINANCIAL INTEREST

I/We, the undersigned, being duly sworn, depose and say that the names and addresses of all persons, partnerships, limited partnerships, corporations or other entities having a financial interest in the property or premises at 1 West Main Street, Meriden, CT 06450 including the beneficiary of any undisclosed trust or the equitable owner of such property or premises, are listed below. Corporations shall also list the names and addresses of their officers, directors and stockholders, except that this requirement shall not apply to publicly held corporations. The president of a publicly held corporation shall submit an affidavit stating that the corporation is a publicly held corporation. A partnership shall also list the names and addresses of all partners in the partnership. A limited partnership shall also list the names and addresses of all general partners and limited partners in the limited partnership.

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

1. ONE WEST MAIN STREET LLC 200 Pratt Street, Meriden, CT 06450
2. Salvatore R. Carabetta, 2209 North Broad St., Meriden, CT 06450
3. Joseph F. Carabetta, Jr., 187 Canyon Drive, Meriden, CT 06450
4. Local Oklahoma Bank, N.A. 3601 N.W. 63rd Street, Oklahoma City, OK 73116 800-375-1243
- 5.

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

By *Salvatore R. Carabetta* Date Oct 9th, 2002
SALVATORE R. CARABETTA
 Subscribed and sworn to before me this _____ day of OCTOBER,
 2002, at MERIDEN, CT

Norman S. Isko

Commissioner of the Superior Court

NORMAN S. ISKO
NOTARY PUBLIC
STATE OF CONNECTICUT

Notary Public
My commission expires _____

MY COMMISSION EXPIRES MARCH 31, 2007
MAY

EXHIBIT G

CONSENT TO ASSIGNMENT

Name of LESSOR/Assignor: One West Main Street, LLC

Name of Assignee: NAME OF ASSIGNEE

Name of Lessee: State of Connecticut

Leased Premises 1 West Main Street, Meriden, CT 06450

Commencement Date of Lease: COMMENCEMENT DATE OF LEASE

WHEREAS, the State of Connecticut is the lessee (hereafter "State" or "LESSEE") and NAME OF LESSOR hereafter ("LESSOR"), is the LESSOR of certain premises located at COMPLETE ADDRESS OF PROPERTY under the term of a lease dated COMMENCEMENT DATE OF LEASE; and

WHEREAS, the LESSOR desires to assign its rights and obligations under the lease to NAME OF ASSIGNEE, hereafter ("Assignee").

In consideration for the present warranties, covenants and representations of both the Assignor and the Assignee and in accordance with its authority under Conn. Gen. Stat. § 4b-1, the State of Connecticut, Department of Public Works, acting by and through William Falletti, its Property Agent II, hereby acknowledges and consents to the assignment of the lease referenced above from the LESSOR to the Assignee only in reliance upon and subject to the following warranties, covenants, representations and agreements of both the LESSOR and the Assignee:

1. As of commencement of business on ASSIGNMENT DATE ("Assignment Date") the LESSEE shall pay all rental and all other obligations under the lease.
2. Notwithstanding the foregoing, nothing herein may be construed as a release, waiver or limitation on any Claims, as defined in the lease, that the LESSEE has or may have against the LESSOR.
3. The Assignee, by its acceptance of this Consent to Assignment, shall undertake all of the LESSOR'S obligations, duties and responsibilities all other payments, otherwise due from the LESSEE to the LESSOR under the lease, to the Assignee without incurring any liability to the LESSOR.
4. By its acceptance of this Consent to Assignment, effective on the Assignment Date, the LESSOR does unconditionally and forever release, surrender and waive any and all rights, and obligations the LESSOR had, has or may have arising out of or relating to the lease and/or the LESSEE'S use, rent or occupancy of the Demised Premises, as defined in the lease and as of the Assignment Date, without in any way waiving, releasing or limiting the LESSOR'S liability or duties to the LESSEE.

5. The Assignee represents and warrants to the LESSEE that the Assignee is fully capable and qualified to undertake and perform all of the LESSOR'S duties, responsibilities and obligations under the lease and the LESSEE has reasonably relied upon that representation and warranty.
6. The LESSOR and the Assignee hereby agree that, as of the Assignment Date, the LESSEE is in full compliance with the terms of the lease and all rental and other payments are current. The LESSOR and Assignee further warrant and agree that there are no encumbrances against the title to the Demised Premises that are superior in right to the lease.
7. This instrument may not be construed as an estoppel certificate from the LESSEE and nothing herein may be construed as requiring the LESSEE to execute or tender an estoppel certificate, attornment agreement and/or a subordination agreement. Nothing herein may be construed as a waiver or limitation of the LESSEE'S sovereign immunity.
8. This Consent to Assignment is subject to the prior written approval of the State Properties Review Board of the State of Connecticut and by the Attorney General of the State of Connecticut.

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

Acknowledgment of Receipt
And acceptance of Consent to Assignment

LESSEE
STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC WORKS

One West Main Street, LLC

By:
Its:
Date _____

By:
Its:
Date _____

NAME OF ASSIGNEE

By:
Its:
Date _____

Approved:
STATE PROPERTIES REVIEW BOARD

Approved:
ATTORNEY GENERAL

By:
Its:
Date _____

William B. Gundling
Associate Attorney General
Date _____

EXHIBIT IRIGHT OF FIRST REFUSAL

The LESSEE shall have a Right of First Refusal to purchase all or any part of the Total Premises at any time during the lease term, including during any extension or renewal term of the lease or any holdover period, if the LESSOR receives an offer from a bona fide third party in an arms-length transaction or negotiation, other than to or from an affiliate of the LESSOR. The exercise of such a right shall be subject to prior written approval of the State Properties Review Board. Within thirty (30) calendar days of receiving such an offer for the sale of all or any part of the Total Premises, the LESSOR shall deliver a written notice to the LESSEE setting forth the terms and conditions of the offer. If the LESSEE elects to exercise its Right of First Refusal, the LESSEE shall do so within thirty (30) days of receiving the written notice from the LESSOR. The LESSOR shall deliver the notice of the offer to the LESSEE by hand delivery, guaranteed overnight delivery service, certified or registered mail. If the LESSEE exercises its Right of First Refusal, the LESSEE shall be bound by the price of such bona fide offer and shall close within sixty (60) days after providing notification of its exercise of its Right of First Refusal, provided, however, that the LESSEE shall not be obligated to pay any brokerage commissions or brokerage fees. The LESSOR shall indemnify and hold the LESSEE harmless from any lease or sales commissions. If the LESSEE does not accept the price of such bona fide offer within the required time period, then the LESSEE'S Right of First Refusal shall be extinguished. Provided, however, that if the LESSOR does not complete the transaction with the third party making the bona fide offer to purchase, then and in that event, the Right of First Refusal shall be reinstated and become binding on the LESSOR and the LESSEE as if it had not been extinguished and shall continue in full force and effect during the term of the lease and during any extension or renewal term of the lease or any holdover period. The LESSOR represents and warrants that a bona fide offer must and shall be an "arms length transaction" by unrelated parties, each acting in its own best self-interest and in absence of any undeclared financial or other undisclosed and extraordinary inducement to purchase. The exercise of the Right of First Refusal shall include all rights and benefits included within the acceptable third party offer, free and clear of all liens, mortgages, notes and encumbrances not of record.

If the LESSEE exercises the right of first refusal, upon completion of the construction, renovation and improvement work, or upon completion of the same at any time during the lease term or during any extension or renewal lease terms, the LESSOR shall assign to the LESSEE any and all guarantees or warranties that it shall have received from either its contractor or any of the suppliers of mechanical, electrical and plumbing equipment located in or on the said Total Premises.

LIMITED LIABILITY COMPANY RESOLUTION

ONE WEST MAIN STREET LLC

I, Joseph F. Carabetta, Jr., Member of One West Main Street LLC, a limited liability company organized and existing under the laws of the State of Connecticut, hereby certify that the following is a true copy of a resolution adopted at a meeting of the Members of said company, duly held on the 9th day of October, 2002.

Resolved, that Salvatore R. Carabetta, Manager/Member is hereby authorized to make, execute and approve on behalf of this company any and all contracts, including amendments thereto.

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

IN WITNESS WHEREOF, I have hereunto set my hand this 9th day of October, 2002.


Joseph F. Carabetta, Jr.
Member

**NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

This AGREEMENT (the "Agreement") is made as of _____, 2002, among **ONE WEST MAIN STREET LLC**, a Connecticut limited liability company (hereinafter referred to as "Landlord" or "Borrower"), **THE STATE OF CONNECTICUT**, 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 (hereinafter referred to as "Tenant"), and **LOCAL OKLAHOMA BANK, N.A.** (hereinafter referred to as "Lender").

WITNESSETH:

WHEREAS, Lender has made a loan (the "Loan") to Landlord evidenced by a Promissory Note (the "Note") secured, without limitation, by the documents listed on Exhibit A attached hereto and made a part hereof (collectively, the "Security Documents"), which created and constitute first priority liens and security interests upon the land described in Exhibit B attached hereto and made a part hereof and the improvements thereon, as well as all of Landlord's right, title, interest, estate and claim relating thereto or now owned or hereafter acquired therein (collectively, the "Property"); and

WHEREAS, Landlord and Tenant have entered into a certain lease agreement dated _____, 2002, which provides for the direct payment of rents from Tenant to Landlord for the use and occupancy of a portion of the building which is situated on the Property (such lease agreement and all existing and all future amendments, modifications and extensions thereof, are hereinafter collectively referred to as the "Lease"); and

WHEREAS, Lender and Tenant each desire to obtain certain assurances from the other pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises, the mutual promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

1. Attornment. Lender and Tenant hereby agree that the Lease shall not terminate in the event of a foreclosure of the Security Documents, whether judicial or nonjudicial, or any other proceedings brought to enforce the Security Documents or by deed in lieu of foreclosure, and Tenant further agrees, upon written notice from Lender to such effect as to such event, to attorn and to recognize Lender (as mortgagee in possession or otherwise), or the purchaser at such foreclosure sale, as Tenant's landlord for the balance of the term of the Lease, in accordance with the terms and provisions thereof.
2. Lender's Notice and Cure Rights; Lender's Right to Rent. Tenant agrees with Lender that, from and after the date hereof until payment in full of the indebtedness under the Note, Tenant will not terminate the Lease, discontinue or abate the rent or exercise any other remedies as a result of a default by Landlord under the Lease, without first giving the Lender notice and a reasonable time, at Lender's option but without any obligation to do so, to cure or to commence to cure such default. In no event shall the period for Lender to cure or commence to cure be less than thirty (30) days (or any longer cure period, if any, provided Landlord in the Lease), plus such time as may be required for Lender or its successors and assigns to take possession of the Property or to

institute and complete foreclosure proceedings or otherwise acquire title to such Property; provided, however, that such additional period for Lender to obtain possession or to institute and complete foreclosure proceedings shall not exceed ninety (90) days unless (i) Lender is diligently pursuing foreclosure proceedings and (ii) the continuation of the Landlord default in question neither unreasonably interferes with Tenant's use of the Premises nor imposes any additional obligations on Tenant, in which case such additional period may extend to up to one hundred eighty (180) days. Tenant also agrees that, upon receipt of notice from Lender or its successors and assigns that it/they has/have exercised its/their rights under the Assignment of Leases, Rents and Profits executed by Landlord in favor of Lender in connection with the Loan, all rent payments thereafter due under the Lease shall be paid directly to Lender or its successors and assigns and any such payments to the Lender shall be credited against the rent due under the Lease as if made to the Landlord.

3. Non-Disturbance. So long as Tenant is not in default under the Lease beyond any notice and cure period provided in the Lease, then Lender agrees with Tenant that in the event the interest of Landlord under the Lease is acquired by Lender, or Lender acquires title to the Property or comes into possession of said Property by reason of foreclosure or enforcement of the Security Documents or the Note, or by a conveyance in lieu thereof, or by any other means, Tenant's possession of the Premises and Tenant's rights, privileges and obligations under the Lease shall not be disturbed, diminished or interfered with by Lender or any party claiming through Lender during the term of the Lease, including any extensions thereof permitted to Tenant, and the Lease shall continue in full force and effect and shall not be terminated except in accordance with the terms of the Lease.

4. Attornment. Immediately upon the acquisition by Lender of possession or title to the Property by reason of foreclosure or enforcement of the Security Documents, or by a conveyance in lieu thereof, or as a result of any other means, Tenant agrees to be bound to Lender under all of the terms, covenants, and conditions of the Lease for the balance of the term thereof, including any extensions thereof permitted to Tenant, with the same force and effect as if Lender were the landlord under the Lease, and Tenant does hereby attorn to Lender as its landlord, said attornment to be effective and self-operative without the execution of any other instruments on the part of either party hereto.

5. Obligations of Lender. Lender further agrees that if it obtains possession or title to the Property during the Lease term and the Lease is not terminated, Lender shall be bound to Tenant under all of the terms, covenants, and conditions of the Lease and Tenant shall, from and after the occurrence of the events set forth above, have the same remedies that Tenant might have had under the Lease against Landlord; provided, however, that Lender shall not be:

- (a) liable to Tenant for damages for any act or omissions of Landlord or any prior landlord occurring prior to Lender obtaining possession or title to the Property; or
- (b) subject to any offsets, claims or defenses which Tenant might have against Landlord or against any prior landlord which arise prior to, or out of any events that occurred prior to, the date Lender obtains possession or title to the Property; or
- (c) bound by any rent or additional rent which Tenant may have paid to Landlord or any other landlord more than thirty (30) days in advance; or

- (d) bound by any amendment or modification of the Lease made from and after the date of this Agreement without Lender's prior written consent; which consent shall not be unreasonably withheld; or
- (e) bound to the Tenant subsequent to the date upon which the Lender transfers its interest in the Property to any third party; or
- (f) obligated or liable to Tenant with respect to the construction and completion of any improvements in the Premises for tenant's use, enjoyment or occupancy; provided, however, if, after succeeding to Landlord's interest under the Lease Lender fails or refuses to construct or complete any such improvements which Landlord would have been obligated to construct or complete, Tenant shall be entitled to exercise any and all remedies provided to Tenant by the Lease for a failure by Landlord to construct or complete any such improvements; or
- (g) bound or liable to Tenant under any notice given by Tenant to Landlord or any prior landlord unless notice is also given simultaneously to Lender as required by the terms of this Agreement; or
- (h) personally liable for any obligations of Landlord under the Lease to which Lender succeeds, Lender's liability for the performance of such obligations being limited at all times to its interest in the Property.

6. Obligations of Succeeding Owner. Tenant hereby agrees that any entity or person which at any time hereafter becomes the Landlord under the Lease, including, without limitation, Lender, as a result of Lender's exercise of its right under the Security Documents, or a purchaser from Lender, shall be liable only for the performance of the obligations of the Landlord under the Lease which arise and accrue during the period of such entity's or person's ownership of the Property.

7. Notices. All notices or other written communications required or permitted to be given pursuant to this Agreement shall be in writing, and shall be deemed to have been properly given (i) upon delivery, if delivered in person or by facsimile transmission with receipt acknowledged, (ii) one business day after having been deposited for overnight delivery with any reputable overnight courier service, or (iii) upon actual receipt (or upon refusal to accept delivery or upon the date delivery is attempted and cannot be completed because the party to whom it is sent can no longer be found at the then current notice address) if sent by registered or certified mail, postage prepaid, addressed as follows:

if given to Tenant, shall be addressed as follows:

State of Connecticut
% Commissioner
Department of Public Works
State Office Building
Hartford, Connecticut 06106-1630

and, if given to Landlord, shall be addressed as follows:

One West Main Street LLC
200 Pratt Street
Meriden, Connecticut 06106
Attn: Mr. Salvatore R. Carabetta

and, if given to Lender, shall be addressed as follows:

Local Oklahoma Bank, N.A.
3601 N.W. 63rd Street
Oklahoma City, OK 73116
Attn: Commercial Real Estate Department

or addressed as such party may from time to time designate in a writing to the other parties hereto and delivered in accordance with the provisions of this paragraph.

8. General Provisions. This Agreement may not be amended or modified in any manner other than by an agreement in writing, signed by the parties hereto or their respective successors in interest, and this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The words "foreclosure" and "foreclosure sale" as used herein shall be deemed to include the acquisition of Landlord's estate in the Property by any power of sale contained in the Security Documents, or by voluntary deed, assignment or other conveyance or transfer in lieu of foreclosure; and the word "Lender" shall include the Lender herein specifically named and its successors and assigns, including anyone who shall have succeeded to Landlord's interest in the Property or acquired possession thereof by, through or under foreclosure of the Security Documents, or by any other manner of enforcement of the Security Documents, or the Note or other obligation secured thereby. To the extent of any conflicts between the terms of the Lease and the terms of this Agreement, the terms of this Agreement shall control.

9. Proceeds of Casualty. Notwithstanding any provisions in the Security Documents to the contrary, if the improvements to the Property are damaged or destroyed by fire or other casualty and Landlord is obligated to rebuild or repair such improvements pursuant to the terms of the Lease, Lender will make available to Landlord (for purposes of funding the costs of such rebuilding or repairs) the proceeds of insurance paid as to such loss, subject to satisfaction of the following conditions: (i) that at least two (2) years remain during the then-existing term of the Lease (or, if less than two (2) years remain during the initial term of the Lease, that Tenant exercises the renewal of the term of the Lease in accordance with the terms thereof), (ii) that Landlord and Tenant waive any right to terminate the Lease as a result of such casualty, and (iii) that no event of default exists under the Loan.

10. Governing Law; Venue. This Agreement shall be construed in accordance with the laws of the State of Connecticut and any litigation arising out of this Agreement shall be brought in the courts of the State of Connecticut or in the courts of the United States for the applicable District within the State of Connecticut and all parties hereto consent to the venue of such courts.

11. Effect of Agreement. Landlord joins in the execution and delivery of this Agreement for the purpose of evidencing its consent to the terms and provisions hereof, and as between Landlord and Tenant, nothing herein contained shall be deemed to alter or modify the Lease. Landlord authorizes and directs Tenant to comply with any and all notices from Lender which

directs Tenant to make rent payments directly to Lender. As between Lender and Landlord, nothing contained herein shall be deemed to alter or modify the terms and conditions of the Note, the Security Documents, or any other document or agreement regarding the mortgage loan made by Lender to Borrower.

12. Successors and Assigns. This Agreement shall be binding upon Borrower, Tenant and Lender and their respective successors and assigns, and, subject to any and all restrictions on transfer and assignment set forth in the Lease (as to Tenant) or the Security Documents (as to Borrower), shall inure to the benefit of Borrower, Tenant and Lender and their respective successors and assigns.

[The rest of this page is intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the date first above written.

"Landlord" or
"Borrower":

ONE WEST MAIN STREET LLC
a Connecticut limited liability company

By: _____
Salvatore R. Carabetta, Manager

WITNESSES:

Printed Name: _____

Printed Name: _____

"Tenant":

STATE OF CONNECTICUT

By _____
P.J. Delahunty, Jr., Deputy Commissioner of
Public Works, duly authorized

WITNESSES:

Printed Name: _____

Printed Name: _____

"Lender":

LOCAL OKLAHOMA BANK, N.A.

By _____
Michael E. Smith, Senior Vice President

WITNESSES:

Printed Name: _____

Printed Name: _____

EXHIBIT A

Description of Security Documents

1. Open-End Mortgage, Security Agreement, Assignment of Leases, Rents & Profits and Fixture Filing, dated September 28, 2000, and recorded in Volume 2611, Page 001, of the Land Records of Meriden, Connecticut;
2. Assignment of Leases, Rents and Profits and Fixture Filing, dated September 28, 2000, and recorded in Volume 2611, Page 093, of the Land Records of Meriden, Connecticut;
3. Financing Statement recorded in Volume 2611, Page 104, of the Land Records of Meriden, Connecticut; and
4. Financing Statement filed September 29, 2000, as Instrument No. 0002025394 in the Uniform Commercial Code records of the Connecticut Secretary of State.

EXHIBIT B

Description of Real Property

All that certain piece or parcel of property with all the buildings and improvements thereon, located in the Town of Meriden, County of New Haven and State of Connecticut and being more particularly bounded and described as follows:

Said premises are shown on a map entitled "ALTA/ACSM Land Title Survey For One West Main Street, LLC #1 West Main Street, Meriden, CT 06451 County of New Haven, State of Connecticut June 2, 2000 Scale 1" = 20' William F. Orsine & Associates Surveying & Mapping 43 ½ Colony Street, Suite 2 Meriden, Connecticut 06451", which map is on file in the Town Clerk's Office in said Town of Meriden to which reference may be had, and being more particularly bounded and described as follows:

Beginning at a concrete monument at the northwesterly corner of North Colony Street and West Main Street; thence S 87° 44' 49" W along the northerly line of West Main Street, 193.52 feet to land now or formerly of Abnic Investments; thence N 6° 01' 57" E along land now or formerly of Abnic Investments, 73.73 feet to a point; thence S 84° 47' 03" E continuing along land now or formerly of Abnic Investments, 8.58 feet to a point; thence N 14° 04' 57" E along land now or formerly of Abnic Investments and land now or formerly of Robert J. Sokolowski, in party by each, 67.42 feet to a point; thence N 14° 50' 57" E along land now or formerly of Robert J. Sokolowski and land now or formerly of Fleet National Bank, in part by each, 54.00 feet to land now or formerly of Housing Authority of the City of Meriden; thence S 73° 52' 03" E along land now or formerly of Housing Authority of the City of Meriden, 47.66 feet to a point; thence N 15° 47' 49" E continuing along land now or formerly of Housing Authority of the City of Meriden, 24.73 feet to land now or formerly of G.R.M. LLC; thence S 60° 28' 28" E along land now or formerly of G.R.M. LLC, 178.16 feet to the west line of North Colony Street; thence S 29° 58' 11" W along the west line of North Colony Street, 121.53 feet to the point and place of beginning.

Said parcel contains 34,489 square feet, 0.792 acre.