

## FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease (the "Amendment") is entered into by and between Vernel Company Limited Partnership (the "LESSOR") whose address is One Gracie Square, New York, New York 10028, acting herein by Marnew Corporation, Inc., its General Partner through said corporation's Vice President, Michael J. Nelson, duly authorized, and the State of Connecticut (the "LESSEE"), acting herein by James T. Fleming, 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.

### WITNESSETH

WHEREAS, on September 19, 2002, the LESSOR and the LESSEE entered into a lease ("Lease") with respect to a total of 3,132 net usable square feet of street level office space situated at 81-85 Alumni Road, in the Town of Newington, County of Hartford and State of Connecticut, which Lease is recorded on Newington Land Records in Volume 1570, Page 250; and

WHEREAS the parties hereto desire to modify the Lease.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto covenant and agree as follows:

1. Section 1 of the Lease is hereby deleted in its entirety and replaced with the following:

The LESSOR hereby leases unto the LESSEE a total of 10,027+/- contiguous net usable square feet of space as depicted on drawing entitled, "Board for State Academic Awards, 81-85 Alumni Road, Newington, CT," dated March 13, 2006, attached hereto as Exhibit A and made a part hereof, comprised of the entire northwest wing enclosed by a fire wall, in the building situated at 81-85 Alumni Road, in the Town of Newington, County of Hartford, State of Connecticut, consisting of 3,132 net usable square feet of street level office space (the "Existing Space"), and 6,895 net usable square feet of expansion space, (the "Expansion Space," and together with the Existing Space, the "demised premises," the "leased premises," or the "premises"). The LESSOR shall execute and deliver to the LESSEE, simultaneously with the lease, the Affidavit of Net Usable Square Feet of Demised Premises, attached hereto as Exhibit B. The leased premises are leased together with all appurtenances thereto and all right to means of ingress and egress to the leased premises, and the improvements, fixtures, equipment and facilities of the LESSOR now located or to be located on the leased premises.

2. Section 2 of the Lease is hereby deleted in its entirety and replaced with the following:

The term of the lease with respect to the Existing Space commenced as of December 2, 2002. The term of the lease with respect to the Expansion Space shall commence upon the date of actual physical occupancy, but in no event prior to the issuance by the Town of Newington of a final Certificate of Occupancy for the Expansion Space. The term of the lease shall expire December 1, 2012.

3. Section 3 of the Lease is hereby amended by adding the following paragraph that reads as follows:

Within ninety (90) days of the approval of this lease, as amended, by the Attorney General of the State of Connecticut, the LESSOR shall, at its own expense, remove the Liebert HVAC system (but not the wall panel) in Room 479 and shall also remove from the demised premises the surplus light fixtures that are being stored in Room 449. In addition, the LESSOR shall provide, pay for and deliver one hundred (100) new 2x4 ceiling tiles to Room 479.

4. Section 4 of the Lease is hereby deleted in its entirety and replaced with the following:

With respect to the Existing Space, the LESSEE shall pay the LESSOR the rental of Twenty-One Thousand Nine Hundred Twenty-Four Dollars (\$21,924.00) per year, payable in equal monthly installments of One Thousand Eight Hundred Twenty-Seven Dollars (\$1,827.00) by the end of each calendar month. With respect to the Expansion Space, the LESSEE shall pay the LESSOR the rental of Thirty-three Thousand Six Hundred Twenty-one Dollars (\$33,621.00) per year, payable in equal monthly installments of Two Thousand Eight Hundred One Dollars and Seventy-five Cents (\$2,801.75) by the end of each calendar month through December 1, 2007. Commencing December 2, 2007 and terminating December 1, 2012, the LESSEE shall pay the LESSOR a fixed base rental of \$80,215.92 per year (\$6,684.66 per month). Rental for occupancy of less than a full calendar month at the commencement, termination or during any partial interruption of this lease shall be prorated by dividing the monthly rent by thirty and multiplying the resulting quotient by the number of days of occupancy.

5. Section 5 of the Lease is hereby deleted in its entirety.

6. Section 6 of the Lease is hereby amended by deleting "heat" from the third line and "in common with other tenants" from the fifth line of said section.

7. Section 6 of the Lease is hereby amended by deleting the following phrase from lines 6 and 7 of said section:

“a minimum of five (5) vehicles and a maximum of twenty (20) parking spaces for vehicles in the parking lot” and replacing said phrase with the following: “no less than thirty-five (35) vehicles in close proximity to the employee entrance to the demised premises”.

8. Section 6 of the Lease is hereby amended by deleting Subsection b from said Section 6.

9. Section 6 of the Lease is hereby amended by adding the following as Subsection d:

Upon taking occupancy of the Expansion Space, the LESSEE shall reimburse the LESSOR for its pro-rata share of the gas heat to heat the total office space (not including warehouse space) located at 81-85 Alumni Road, Newington, Connecticut, effective on the date of actual physical occupancy of the Expansion Space. The LESSEE's pro-rata share for gas heat is Forty-six and Three Hundredths (46.03%) percent, or the quotient of 10,027 divided by 21,780. The LESSOR shall send the LESSEE an invoice on a monthly basis showing the actual cost of gas consumed and the LESSEE's pro-rata share, with supporting bills or invoices issued by the utility companies. The LESSEE shall reimburse the LESSOR the month following its receipt of a reimbursement invoice, and shall pay the reimbursement in the same manner as rent under Section 4 of the lease.

10. Section 32 of the Lease is hereby amended by deleting Subsection d from said Section 32.

11. The Lease is hereby amended by adding Section 38, as follows:

The LESSEE may renovate the expansion Space to reconfigure the space to LESSEE'S programmatic requirements, including but not limited to constructing walls and/or doors, and hiring an electrical contractor to connect the electric for the expansion space to the LESSEE's existing meter. The LESSEE shall not demolish walls without advance written permission from the LESSOR, which permission shall not be unreasonably withheld. The LESSOR is not obligated to renovate the Expansion Space.

12. The Lease is hereby amended by adding Section 39, as follows:

The LESSOR reserves the right to access the leased premises upon at least twenty-four hours' prior notice to the LESSEE.

13. The Lease is hereby amended by adding Section 40, as follows:

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 C. 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 copies of such orders to the LESSOR within five (5) days of receiving a written request from the LESSOR.

14. All of the terms and conditions of the Lease to the extent that they are not hereby amended, shall remain in full force and effect.

15. This First Amendment, whatever the circumstances, shall not be binding on the LESSEE unless and until approved by the State Properties Review Board and by the Attorney General of the State of Connecticut, as evidenced by their signatures thereon, and delivered to the LESSOR. Further, the LESSEE shall not commence improvement work to the Expansion Space prior to the Attorney General's approval of this Amendment.



PAP  
10/10/06

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

Signed in the presence of:

Vernel Company Limited Partnership by  
Marnew Corporation, Inc.  
Its General Partner  
duly authorized

Roger Bernhammer )  
 )  
ROGER BERNHAMMER )  
(as to Michael J. Nelson)

by Michael J. Nelson  
Michael J. Nelson  
Vice President  
duly authorized

Date signed: May 17, 2006

State of Connecticut

Edna P. Sobiesiak )  
 )  
Edna P. Sobiesiak )  
(as to Michael J. Nelson)

by James T. Fleming  
James T. Fleming  
Its Commissioner  
duly authorized

Date signed: 6/2/06

State of ~~Connecticut~~ <sup>New York</sup>

ss:

County of Richmond

Holly J. Hart Diane M. Chace  
~~Holly J. Hart~~ ~~Diane M. Chace~~  
(as to James T. Fleming) (as to James T. Fleming)

The foregoing instrument was acknowledged before me, the undersigned officer, this 17<sup>th</sup> day of May, 2006 by Michael J. Nelson, vice president of Marnew Corporation, Inc., General Partner of the Vernel Company Limited Partnership, who acknowledged himself to be the vice president of the Marnew Corporation, and that he, as such vice president, being authorized so to do, executed the foregoing instrument, and acknowledged that he executed the same for the purposes therein contained, signing his name by himself as vice president, on behalf of the said corporation as general partner of the Vernel Company Limited Partnership.

In witness whereof I hereunto set my hand.

Frank A. DiPaolo

Commissioner of the Superior Court  
Notary Public  
My commission expires

FRANK A. DIPAOLO  
Notary Public, State of New York  
No. 43-6042835  
Qualified in Richmond County  
Commission Expires Feb. 28, 2007

*DiPaolo*  
10/10/06

State of Connecticut

ss: Hartford

County of Hartford

On this the 20th day of June 2006, before me, James Fleming of the State of Connecticut, known to me to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained. In witness whereof I hereunto set my hand.

Diane M. Chace

Notary Public  
My commission expires

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

Accepted:  
BOARD FOR STATE ACADEMIC AWARDS

by Merle Harris  
Merle Harris  
Its President

Date signed: 5/19/06

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

X  
by Robert L. Genuario  
ROBERT L. GENUARIO  
Its Secretary

Date signed: 7/13/06

Approved:  
STATE PROPERTIES REVIEW BOARD

by Pasquale A. Pepe  
Pasquale A. Pepe  
Its Chairman

Date signed: 10/10/06

PAV  
10/10/06

Approved:  
ATTORNEY GENERAL

by: W B NK Date signed: 11/1/06  
William B. Gundling  
Its Associate Attorney General

*W*

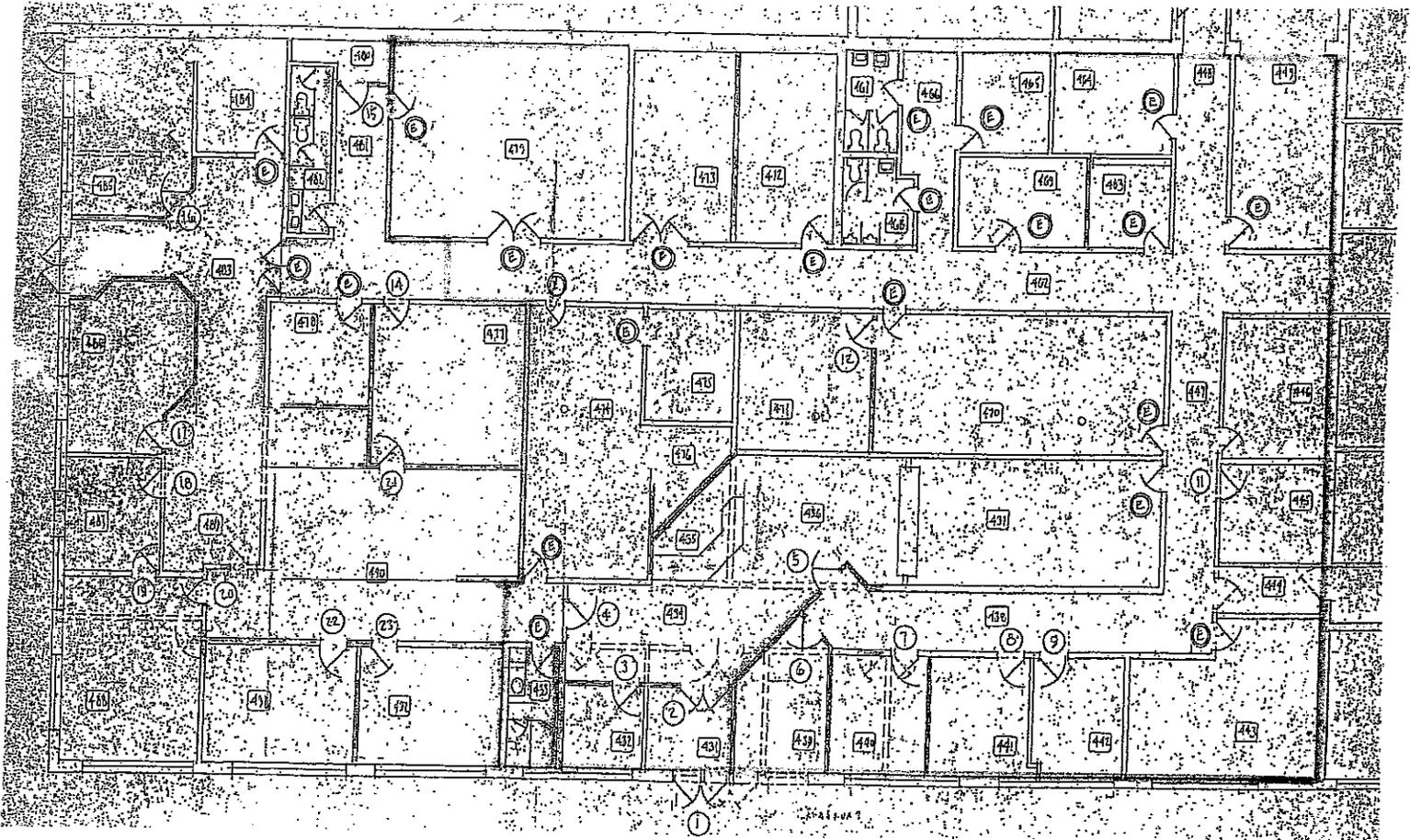
AP  
10/10/06

EXHIBIT A

DEMISED PREMISES FLOOR PLAN

Board for State Academic Awards  
81-85 Alumni Road  
Newington, Connecticut

Plan entitled, "Board for State Academic Awards 81-85 Alumni Road Newington, Connecticut", dated March 13, 2006, is incorporated into this lease by reference and shall have the same force and effect as if it had been fully set forth herein. A copy of this plan will be kept on file in the Leasing and Property Transfer office of the Department of Public Works.



Board for State Academic Awards  
81-85 Alumni Road  
Newington, Connecticut

Expansion Space  
Existing Space

PAP  
10/10/06