LEASE

This lease is made and entered into the 3rd day of November, 1997, by and between Marino Main Realty, Inc. hereafter called the LESSOR, whose address is P. O. Box 678, Middletown, Connecticut 06457, acting herein by Carmelo J. Marino, its president, and the State of Connecticut, hereafter called the LESSEE, acting herein by P. J. Delahunty, Jr., its Deputy Commissioner of Public Works, duly authorized, pursuant to the provisions of subsection (a) of Section 4b-30 of the General Statutes of Connecticut, as revised.

WITNESSETH: The parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

1. The LESSOR hereby leases unto the LESSEE 948 net usable square feet of lower level basement office space in the demised premises situated at 230 Main Street Extension, Middletown, Connecticut, together with all appurtenances thereto and together with the improvements, fixtures, equipment and facilities of the LESSOR now located or to be located on said piece or parcel of land.

2. The LESSEE is to have and to hold the said premises with their appurtenances for the term commencing on the date established in section 26 herein and continuing through October 30, 2001.

3. The LESSOR agrees to renovate and improve the demised premises in accordance with a drawing entitled "PROPOSED OFFICE FOR JUVENILE MATTERS" dated October 25, 1995 and "SPECIFICATIONS FOR JUVENILE MATTERS 230 MAIN STREET EXTENSION MIDDLETOWN, CT BASEMENT" dated September 1995. Said drawing and specifications are incorporated herein by reference and made a part hereof as though fully set forth herein.

4. The LESSEE shall pay the LESSOR the rental of eighteen thousand seventy-eight dollars and thirty-six cents ($18,078.36) per year, payable in equal monthly installments of one thousand five hundred six dollars and fifty-three cents ($1,506.53) by the end of each calendar month. Rental for occupancy of less than a full calendar month at the commencement, termination or during any partial interruption of this lease shall be prorated by dividing the monthly rent by thirty and multiplying the resulting quotient by the number of days of occupancy.

5. The LESSOR shall furnish the following to the LESSEE: heat; electricity, including consumption for the air-conditioning system; janitorial services in areas shared in common with other tenants and within the demised premises; replacement of burnt-out bulbs, tubes and ballasts; hot and cold running water; separate toilet facilities for men and women shared in common with other tenants; bi-annual window washing; window coverings; grounds maintenance; reserved, on-site, paved, lighted and striped parking for four (4) cars; snow and ice removal and sanding, to be done prior to the 7:30 a.m. opening of the offices; rubbish removal; pest control.

6. The LESSOR agrees that should the LESSEE require expansion space during the term of this lease, or during any extended period of this lease under the option mentioned in section 7, at 230 Main Street Extension, Middletown, CT, the LESSEE shall have the option to lease vacant space at said 230 Main Street Extension. Under such option, unless otherwise assented to by both parties hereto, the rental rate shall be $9.21 per net usable square foot per year of such expansion space plus the cost of LESSEE improvements amortized at the prevailing market rate of interest. The LESSOR shall provide 4.25 additional on-site, reserved, paved, lighted parking spaces for every 1,000 square feet, or portion thereof, of expansion space. Otherwise, the same terms and conditions shall apply to the leasing of any expansion space.

(For Department of Public Works use only: Judicial/Juvenile Matters)

7. The term of this lease may be extended at the option of the LESSEE for five (5) years at fourteen thousand nine hundred thirty-one dollars ($14,931.00) per year (i.e. $15.75 per square foot per year), payable in equal monthly installments of one thousand two hundred forty-four dollars and twenty-five cents ($1,244.25) per month, provided notice be given in writing to the LESSOR at least ninety (90) days before the end of the original lease term.

8. The LESSOR agrees that if any rental installment shall be due and unpaid for fifteen (15) or more days after its due date, such nonpayment shall not constitute a default under the terms of this lease unless prior thirty (30) days' written notice is given to the Commissioner of the Department of Public Works of such nonpayment.

9. The LESSOR shall maintain the demised premises and any and all equipment, fixtures, and appurtenances, whether severable or not, furnished by the LESSOR under this lease in good repair and tenantable condition to include painting in at least three-year intervals and replacement of carpeting every five (5) years, except in case of damage arising from the act or negligence of the LESSEE, its agents or employees or invitees. For the purpose of so maintaining said premises and property, the LESSOR may at reasonable times, and with the approval of the authorized representative of the LESSEE in charge, inspect the same and make any necessary repairs thereto. If the LESSOR fails to do so within a reasonable time after notice from the LESSEE, the LESSEE in its discretion and without further notice may make the necessary repairs and deduct the cost thereof and expenses connected therewith from rents due or to become due under the terms of this lease or may recover all or any portion of such cost and expenses by other appropriate means. Health and safety or emergency repairs should be reviewed and completed by the LESSOR within 24 hours of notification by the LESSEE'S Judicial Department.

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

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

11. The LESSEE may sublet all or any part of the demised premises or assign this lease, not, however, without the LESSOR'S prior written approval, which approval shall not be unreasonably withheld but, the LESSOR and the LESSEE shall not be relieved from any obligation under this lease by reason of any such subletting or assignment.

12. The LESSEE shall have the right at any time during the continuance of this lease, or within thirty (30) days after its termination, to sever, remove or otherwise dispose of all alterations, additions, improvements, fixtures, equipment and any other property owned by the LESSEE and placed on said premises by the LESSEE during the duration of this lease, or any previous lease, provided that any damage to said premises caused by such removal shall be repaired by the LESSEE.

13. At the LESSEE'S option, all courtroom improvements, additions or fixtures, whether installed before or after the commencement of the lease term, shall become the property of the LESSEE. The LESSEE shall have the option, but not the obligation, to remove any of the same which were installed by or for the LESSEE. In the event the LESSEE exercises its

removal option, it will remove such improvements, additions or fixtures and restore the leased premises to reasonably good order and condition, ordinary wear and tear excepted, at its sole cost or expense.

14. If all or part of the demised property becomes unfit for use for the purposes leased, the LESSOR shall put the same in satisfactory condition as determined by the LESSEE for the purposes leased. If the LESSOR does not do so or fails to do so with reasonable diligence, the LESSEE, in its discretion, may cancel the lease. For any period said demised property or any part thereof is unfit for the purposes leased, the rent shall be abated in proportion to the area determined by the LESSEE to have been rendered unavailable to the LESSEE by reason of such condition.

15. At the expiration or other determination of this lease, the LESSEE will surrender the demised premises in as good condition as that existing at the time of entering upon the same under this lease except for reasonable use and wear thereof, damage by the elements, fire or other unavoidable casualties and except for any alterations or additions which may have been made by the LESSOR or by the LESSEE with the written consent of the LESSOR, and which were made with the understanding that they would not be removed by the LESSEE.

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

17. Notices from the LESSEE to the LESSOR shall be sufficient if delivered to the LESSOR or if sent by facsimile or if placed with the United States Postal Service, certified mail, postage prepaid, addressed to the LESSOR at the address shown in this lease. Notices from the LESSOR to the LESSEE shall be sufficient if placed with the United States Postal Service, certified mail, postage prepaid, addressed to the Commissioner, Department of Public Works, State Office Building, Hartford, Connecticut 06106-1630.

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

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

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

21. This lease, whatever the circumstances, shall not be binding on the LESSEE unless and until approved by the Attorney General of the State of Connecticut and delivered to the LESSOR.

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

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

For the purposes of this section, "commission" means the Commission on Human Rights and Opportunities.

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

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

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

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

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

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

23. For the purposes of this section, the word "contractor" is substituted for and has the same meaning and effect as if it read "LESSOR." This section is inserted in connection with subsection (a) of Section 4a-60a of the General Statutes of Connecticut, as revised.
(a) (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56 of the general statutes; (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56 of the general statutes.

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

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

24. The LESSOR covenants to being well seized of the demised premises and that said premises as constituted and for the purposes leased are and will continue to stand in compliance with all codes and ordinances and the requirements of the Americans with Disabilities Act of 1990 including any amendments or regulations pertaining thereto, applicable to the ownership, occupancy and operation of the premises. The LESSOR covenants to having good right to lease said premises and agrees to defend the title thereto and to reimburse and hold the LESSEE harmless from all damage and expenses which the LESSEE may suffer by reason of any restriction, encumbrance or defect in such title. The LESSOR will suffer and permit the LESSEE to occupy, possess and peacefully enjoy the demised premises without hindrance or molestation from the LESSOR or any other party or person claiming by, from or under the LESSOR. Upon completion of the work called for in sections 3 and 26 the demised premises shall be in compliance as aforesaid.

25. The LESSOR'S affidavits entitled "STATEMENT OF FINANCIAL INTEREST" and "CONTACT AFFIDAVIT" are incorporated herein by reference and made a part hereof as though fully set forth herein and shall be a condition of the lease. Any false statement contained in said affidavits shall constitute a breach of this lease and would give the LESSEE the right to terminate the lease at any time by giving written notice.

26. After the approval of this lease by the Attorney General of the State of Connecticut, the renovations and improvements to the leased premises as called for in sections 3 and 26 shall be completed by the LESSOR within one hundred twenty (120) days of the date of such approval by the Attorney General.

All work shall be in compliance with the State Building Code, the State Fire Safety Code, and any other applicable codes, rules, regulations, laws and

ordinances and with the applicable portions of Section H, Part 1 of the LESSEE'S 1987 booklet entitled "LEASING POLICIES AND PROCEDURES." Further, the LESSOR shall certify that all energy performance goals set forth in the applicable portions of Section H, Part 3 of said booklet are met upon final completion of all work. Said Section H, Part 1, and Section H, Part 3, not in conflict with other provisions of this lease, are incorporated herein by reference and made a part hereof as though fully set forth herein.

The work shall be subject to on-site inspection during work progress as well as to a final inspection before acceptance of the premises, such inspections to be made by the LESSEE'S Department of Public Works. Upon proper completion of the 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 a decision as to acceptance shall be made within five (5) days of the date of receipt of such notice.

The lease term hereinbefore mentioned in section two shall commence on the date of actual use and physical occupancy of the premises by the LESSEE following the completion of the renovations and improvements and the acceptance of the premises by the LESSEE'S Department of Public Works and by the Judicial Department. The commencement date shall be confirmed in a letter from the LESSEE to the LESSOR.

27. The LESSEE shall pay as additional rent ten and seven-tenths percent (10.7%) of any real property tax increases on the property at 230 Main Street Extension during the term of occupancy above the taxes levied on such property on the first Middletown Grand List following the property being 100% assessed, which 100% assessment shall be the assessment of the property as completely altered in accordance with the requirements of sections 3 and 26 and also as being fully occupied, excluding, however, any such real property tax increases attributed to alterations, additions, improvements or any other changes made to the property for the sole benefit of parties other than the LESSEE. With the addition of 948 net usable square feet, the consequent revision to the real estate tax escalation rate should not exceed sixty-three and seven tenth percent (63.7%) for the increase in total area to 5,648 net usable square feet.

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

The LESSEE shall be relieved of all liability for increased taxes based on any revaluation of the subject premises by the municipality unless the LESSOR gives written notice by certified mail to the Department of Public Works Commissioner within ten (10) days of notice to the LESSOR by the municipality of the revaluation so as to permit the LESSEE to contest such revaluation if the Commissioner determines it to be appropriate. At the LESSEE's request and expense, the LESSOR shall execute such documents, make such appearances and/or comply with any reasonable request of the LESSEE in connection with any such contesting.

Following payment by the LESSOR of any tax for which the LESSOR is entitled to a reimbursement as hereinbefore provided, the LESSOR must present a copy of the receipted tax bill to the Department of Public Works Commissioner no later than ninety (90) days after the due date for the payment of the last installment of the tax in order to be entitled to reimbursement. The LESSOR'S failure to apply for reimbursement within the time herein specified shall terminate any responsibility of the LESSEE to make reimbursement.

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

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

29. This lease is subordinate to any mortgage which has been or may from time to time hereafter be placed against the leased premises and is also subordinate to any and all renewals, modifications, consolidations and replacements thereof. Although no instrument or act on the part of the LESSEE shall be necessary to effectuate such subordination, upon request of the LESSOR the LESSEE shall forthwith execute and deliver to the LESSOR such instrument or instruments as

the LESSOR may need relative to such subordination. In the event of a foreclosure of any such mortgage or a sale in lieu thereof, the LESSEE, so long as no material default exists on its part under this lease, shall not be disturbed in its occupancy of the premises, and this lease shall continue in full force and effect with the LESSEE recognizing and attorning to the then owner of the premises as its lessor hereunder.

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

Signed in the presence of:

Marilyn J. Beck
Marilyn J. Beck

William T. Smith
William T. Smith

Marino Main Realty, Inc.

Carmelo J. Marino
Carmelo J. Marino
Its president, duly authorized

Date signed: October 20, 1997

Marjorie E. Heap
Marjorie E. Heap

N'MARIE CRUMBIE

State of Connecticut

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

Date signed: 11-3-97

State of Connecticut
County of Middlesex

The foregoing instrument was acknowledged before me this 20th day of October, 1997 by Carmelo J. Marino, president of Marino Main Realty, Inc., a Connecticut corporation, on behalf of the corporation.

In witness whereof I hereunto set my hand.

Marilyn J. Beck
Marilyn J. Beck
~~Commissioner of the Superior Court~~
Notary Public
My commission expires May 31, 2002.

State of Connecticut
County of Hartford

On this the 3rd day of NOVEMBER 1997, before me, N'MARIE CRUMBIE, the undersigned officer, personally appeared P. J. Delahunty Jr., of the State of Connecticut, known to me to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand.

N'MARIE CRUMBIE
Notary Public
My commission expires 2/28/2001

Approved:

Attorney General
Cornelius F. Teofilo

Date signed: 11/19/97

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Rec'd for Record NOV 26 1997 at 255 H m P M

Recorded by
Town Clerk