LEASE

This lease is made and entered into by and between Pinewood Hill Office Park LLC, owner of the hereinafter-mentioned leased premises and hereafter called the LESSOR, whose address is 1488 Chapel Street, New Haven, Connecticut, acting herein by William Palluotto, a member, duly authorized, and the State of Connecticut, hereafter called the LESSEE, acting herein by P. J. Delahunty, Jr., its Deputy Commissioner of Public Works, duly authorized, pursuant to the provisions of subsection (a) of Section 4b-30 of the General Statutes of Connecticut, as revised.

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

1. The LESSOR hereby leases unto the LESSEE 3,500 contiguous net usable square feet of first floor office space known as Suite 2-A in building 2 situated at Pinewood Hill Office Park, 3074 Whitney Avenue, in the Town of Hamden, County of New Haven and State of Connecticut, together with all appurtenances thereto and all right to means of ingress into and egress out of the leased premises and together with the improvements, fixtures, equipment and facilities of the LESSOR now located or to be located on said premises.

2. The LESSEE is to have and to hold the said premises with their appurtenances for the term of five (5) years commencing on the date established in Section Twenty-Four (24).

3. The LESSOR, at its sole expense, agrees to renovate and improve the demised premises in accordance with the plan entitled "Revenue Services 3074 Whitney Avenue, Hamden" and dated September 22, 1998. Said plan is incorporated herein by reference and made a part hereof as though fully set forth herein.

Said renovations and improvements to the demised premises also include, without limitation, the following:

a. installation of a sliding glass reception window in the taxpayer service area;

b. painting of all interior walls with washable flat paint after providing the LESSEE with a color selection chart;

c. provide a kitchen area with a sink and an appropriate plug for a microwave oven;

d. providing exterior signage adjacent to 3074 Whitney Avenue, Hamden stating "State of Connecticut, Department of Revenue Services";

e. installation of a new gas-fired HVAC system for heating and air conditioning;

f. handicap accessible front entry with skid-proof ramp and adjacent handicapped parking space with signage;

g. provide new ceiling tiles;

h. installation of cool white two foot by four foot lenses evenly and throughout the demised premises;

i. installation of 26 ounce commercial carpeting after providing the LESSEE with a color selection chart;

j. provide exterior lighting in the parking area and adjacent to the entrance of the building;

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

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k. installation of vinyl composite tile in the kitchen area and supply room;

l. provide documentation to ensure load bearing floor area for the safe;

m. install mini-blinds and screens on all windows;

n. installation of appropriate door with glass panel with lettering as designated by the LESSEE in the entry to the taxpayer service area;

o. provide and install four foot high partitions in examiner area; also provide and install power poles as designated by the LESSEE.

4. The LESSEE shall pay the LESSOR the rental of Forty-Three Thousand Seven Hundred Forty-Nine Dollars and Ninety-Six Cents ($43,749.96) per year, payable in equal monthly installments of Three Thousand Six Hundred Forty-Five Dollars and Eighty-Three Cents ($3,645,83) 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 term of this lease may be extended or renewed at the option of the LESSEE for five (5) years at $45,150.00 per year ($3,762.50 per month), provided notice be given in writing to the LESSOR at least ninety (90) days before the end of the original lease term, but otherwise on the same terms and conditions.

In the event that the LESSEE does not exercise the above-mentioned extension or renewal option, but enters into a new lease for an additional five (5) year term, the annual rental shall not exceed the said extension or renewal rate of $12.90 net usable square foot.

6. The LESSOR, as part of the rental consideration, shall pay for and furnish the following to the LESSEE: heat with constant temperature range of not more or less than sixty-eight (68) degrees to seventy (70) degrees Fahrenheit; air-conditioning system; electricity, including consumption for the air conditioning system; hot and cold running water within the demised premises; separate toilet facilities for men and women within the demised premises and which facilities shall include one (1) unisex Americans with Disabilities Act compliant bathroom; paper supplies; janitor service in areas shared in common with other tenants; annual interior and exterior window washing; reserved, on-site, paved, lighted and striped parking spaces for fifteen (15) cars, five (5) of which parking spaces shall be located in the southeast corner parking lot facing the building, and ten (10) of which parking spaces shall be located in the southwest area facing the rear of the building at 3074 Whitney Avenue, Hamden, Connecticut; snow and ice removal and sanding; exterior dumpster and disposal of trash from exterior dumpster; pest control; groundskeeping; and touch-up painting in five (5) years upon renewal or extension of this lease.

The LESSEE shall provide and pay for the following: janitorial service within the demised premises; security system and monthly monitoring charge for the security system within the demised area; and phone and data lines.

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

8. The LESSOR shall maintain the demised premises and any and all equipment, fixtures, and appurtenances, whether severable or not, furnished by the LESSOR under this lease in good repair and tenantable condition, except in case of damage arising from the act or negligence of the LESSEE, its officers, agents and employees. For the purpose of so maintaining said premises and property, the LESSOR may at reasonable times, and with the approval of the authorized representative of the LESSEE in charge, inspect the same and make any necessary repairs thereto. If the LESSOR fails to make any necessary repairs within a reasonable time after notice from the LESSEE, the

LESSEE in its discretion and without further notice of such needed repairs may make the necessary repairs and deduct the cost thereof and expenses connected therewith from rents due or to become due under the terms of this lease or may recover all or any portion of such cost and expenses by other appropriate means.

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.

9. At all times during this lease and during any extension or renewal thereof, the LESSOR shall protect, indemnify and hold harmless the LESSEE, its officers, agents and employees, from against any and all loss, cost, liability, injuries (including death), damages. compensation, and expense, including without limitation, all claims, demands, penalties, actions, causes of action, suits, litigation and attorney's fees and costs, sustained by or alleged to have been sustained by the LESSEE, its officers, agents and employees, and sustained by or alleged to have been sustained by the property, real or personal, of the LESSEE, its officers, agents and employees, and sustained by or alleged to have been sustained by the public or by any other person or property, real or personal, from, or arising out of, or directly or indirectly due to, any cause, condition, event, accident, incident, happening or occurrence, related to and including, without limitation, the following:

(a) The acts, omissions, or neglect of the LESSOR and of the LESSOR'S officers, agents, employees, invitees, licensees, guests, visitors, clients and any and all persons under the control of the LESSOR, in or about the demised premises and in or about the building or buildings in which the demised premises are located and in or about the LESSOR'S adjoining property, buildings, improvements, structures and facilities at 3074 Whitney Avenue, Hamden, Connecticut;

(b) The acts, omissions, or neglect of the LESSOR and of the LESSOR'S officers, agents, employees, invitees, licensees, guests, visitors, clients and any and all persons under the control of the LESSOR, at any location outside of 3074 Whitney Avenue, Hamden, Connecticut;

(c) The LESSOR'S use or activity or the conduct of its business or from any activity, work, or thing done, permitted, or suffered by the LESSOR, in or about the demised premises and in or about the building or buildings in which the demised premises are located and in or about the LESSOR'S adjoining property, buildings, improvements, structures and facilities at 3074 Whitney Avenue, Hamden, Connecticut;

(d) The LESSOR'S use, activity or conduct of its business or from any activity, work or thing done, permitted, or suffered by the LESSOR, at any location outside of 3074 Whitney Avenue, Hamden, Connecticut;

(e) The use or activity or conduct of the LESSOR'S business by the LESSOR'S officers, agents, and employees or any activity, work, or thing done, permitted, or suffered by the LESSOR'S officers, agents, employees, invitees, licensees, visitors, guests, clients and any and all persons under the control of the LESSOR, in or about the demised premises and in or about the building or buildings in which the demised premises are located and in or about the LESSOR'S adjoining property, buildings, improvements, structures and facilities at 3074 Whitney Avenue, Hamden, Connecticut;

(f) The use or activity or conduct of LESSOR'S business by the LESSOR'S officers, agents and employees, or any activity, work, or thing done, permitted, or suffered by the LESSOR'S officers, agents, employees, invitees, licensees, visitors, guests, clients and any and all persons under the control of the LESSSOR, at any location outside of 3074 Whitney Avenue, Hamden, Connecticut; and

(g) The LESSOR'S default in its observance and performance of any of the terms, covenants or conditions of this lease and of any extension or renewal of this lease.

The LESSOR shall provide and maintain public liability insurance, with the LESSEE named as an additional insured in a combined single minimum amount of $1,000,000.00 for bodily injury and property damage to protect the interest of the LESSEE as it appears herein, at no cost to the LESSEE, and shall annually provide the LESSEE with a certificate of insurance to this effect, at the LESSOR'S expense; and the LESSOR shall additionally provide and maintain standard fire and casualty insurance, including extended coverage, vandalism, malicious mischief, and special extended coverage ("all risks"), with the LESSEE named as an additional insured in the amount of $1,000,000.00 to protect the LESSEE'S interest in the LESSEE'S property as appears herein, at no cost to the LESSEE, and at no cost to the LESSEE, the LESSOR shall also annually provide the LESSEE with a certificate of such fire and casualty insurance to this effect. Such certificates of insurance shall also specifically indicate that the policies insuring the LESSEE include, but without limitation, said liability and fire and casualty insurance coverage pertaining to any and all risks described under Sections 9, 9(a), 9(b),9(c),9(d),9(e),9(f), and 9(g) herein.

In case any claim, action, cause of action, suit, proceeding, litigation is brought against the LESSEE, its officers, agents and employees, by reason of any of the same, the LESSOR shall, at the LESSOR'S expense, resist and defend such claim, action, cause of action, suit, proceeding or litigation, or cause the same to be resisted or defended, by retained counsel reasonably satisfactory to the LESSEE.

The required certificates of insurance shall include a statement that the LESSEE is an additional insured. Such policies of insurance shall also provide notification to the LESSEE at least thirty (30) days prior to any cancellation or modification of coverage.

The required certificate of insurance shall include a statement that the LESSEE is an additional insured. Such policy of insurance shall also provide notification to the LESSEE at least thirty (30) days prior to any cancellation or modification of coverage.

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

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

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

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

14. If at the expiration or termination of the lease term the LESSEE shall hold over for any reason, the tenancy of the LESSEE thereafter shall operate and be construed to be a tenancy from month-to-month only, at the base rent hereinbefore specified (prorated on a monthly basis) and otherwise the LESSOR and LESSEE shall be subject to all other terms and conditions of this lease.

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

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

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

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

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

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

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

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

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

(b) (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status,

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

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

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

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

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

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

(a)(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when

employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to Section 46a-56 of the General Statutes; (4) the contractor agrees to provide the commission on human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedure of the contractor which relate to the provisions of this section and Section 46a-56 of the General Statutes.

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

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

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

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

24. After the approval of this lease by the Attorney General of the State of Connecticut, the renovations, improvements and work to the leased premises as called for in Section Three (3) shall be completed by the LESSOR within forty-five (45) days of the date of such approval by the Attorney General.

All such renovations, improvements and work shall be in compliance with the State Building Code, the State Fire Safety Code, and any other applicable codes, rules, regulations, laws and ordinances and with the applicable portions of Section H, Part 1 of the LESSEE'S 1987 booklet entitled "LEASING POLICIES AND PROCEDURES." Further, the LESSOR shall certify that all energy performance goals set forth in the applicable portions of Section H, Part 3 of said booklet are met upon final completion of all work. Said Parts 1 and 3, not in conflict with other provisions of this lease, are incorporated herein by reference and made a part hereof as though fully set forth herein.

The renovations, improvements and work shall be subject to on-site inspection during work progress as well as to a final inspection before any acceptance of the such renovations, improvements and work. Such inspections and acceptance to be made by the LESSEE'S Department of Public Works. Upon proper completion of the renovations, improvements and work and the issuance of a certificate of occupancy by the appropriate municipal authority, the LESSOR shall immediately notify the Department of Public Works Commissioner in writing of such completion and issuance.

Upon the LESSEE'S timely receipt of written notice of completion of all leasehold renovations, improvements and work and required improvements, including a certificate of occupancy from the LESSOR, the LESSEE within seven (7) business days shall inspect said renovations, improvements and work. If within the aforesaid seven (7) day period the LESSEE has no objections to the said renovations, improvements and work, a written decision as to acceptance of the demised premises by the Department of Public Works shall be made within the aforesaid seven (7) day period. In the event the LESSEE has objections to the said renovations, improvements and work, then in lieu of such written decision, the LESSEE shall, within thirty (30) days of the LESSEE'S receipt of the LESSOR'S said notice of completion and a certificate of occupancy, deliver to the LESSOR, the LESSEE'S specific written objections regarding the said renovations, improvements and work. If the LESSOR fails to cure the LESSEE'S written objections within thirty (30) calendar days from the date of the LESSEE'S said notice, the LESSEE, at its option and without further notice, may make any necessary renovations and improvements and perform any necessary work to cure the LESSEE'S said written objections and deduct the cost thereof and expenses connected therewith from rents due or to become due under the terms of this lease.

The LESSOR'S failure to commence and/or complete all said leasehold renovations, improvements and work and all other required improvements set forth in the Lease Proposal Outline and in any of the LESSEE'S said plans and specifications within 45 calendar days commencing from the date this lease is approved by the Attorney General and/or the failure of the LESSOR to cure the LESSEE'S said written objections, if any, shall constitute a material breach of the lease if such failure is not attributable to an act of God or force majeure. In the event of any such breach or default, the LESSEE, at its option, may terminate this lease upon written notice in the manner provided under Section Fifteen (15). In the event that the LESSEE exercises its said option to terminate this lease, the LESSOR agrees to the following:

(a) To reimburse the LESSEE for any financial amount that the LESSEE may have expended in commencing and/or completing any of the aforesaid necessary renovations and improvements and in performing any aforesaid necessary work; and

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

The term of this lease hereinbefore mentioned in Section Two (2) and the rental commencement date shall commence on the date of the delivery of possession of the demised premises to the LESSEE and such lease term shall terminate five (5) years later. As used in this lease, the term "date of delivery of possession" shall mean the date upon which all of the following have occurred:

(a) The Department of Public Works' receipt of the LESSOR'S said notice of the completion of the renovations, improvements and work, accompanied by a copy of the certificate of occupancy;

(b) The written acceptance, by the LESSEE'S Department of Public Works, of the LESSOR'S renovations, improvements and work;

(c) The written acceptance of the demised premises by the LESSEE'S Department of Public Works; and

(d) The LESSEE'S actual occupancy of the demised premises or when the LESSEE actually opens for business at the demised premises, whichever occurs first.

Nothing herein shall constitute a reduction, restriction or waiver of any other remedies available to the LESSEE under this lease and in law and equity.

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

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

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

28. The LESSEE shall not be liable to the LESSOR and to any person for any loss, damage to any person for any loss, damage to any property or injury to any person occasioned by theft, fire, act of God, public enemy, injunction, riot, insurrection, war, court order, requisition or order of governmental authority, or any other matter beyond the control of the LESSEE.

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

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

31. It is agreed that this lease shall be governed by, construed, and enforced in accordance with the laws of the State of Connecticut.

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

a. The LESSOR, at its sole expense and cost, shall cause the entire premises at 3074 Whitney Avenue, Hamden, CT., to be in compliance with the Americans with Disabilities Act of 1990, as amended.

b. That all of the said renovations, improvements and work mentioned in Sections Three (3) and Twenty-Four (24), shall be accomplished by the LESSOR within forty-five (45) calendar days after the Attorney General signs this lease and the Town of Hamden issues the necessary building permits.

33. The LESSEE shall not be responsible for any additional rental expenses not expressly provided for in the State's Proposal Outline for this lease.

34. The LESSOR shall provide and operate all building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office space.

The LESSOR shall ensure that all Computer controlled facility components are Year 2000 compliant prior to acceptance of the space for occupancy by the LESSEE. Prior to acceptance of the space for occupancy by the Lessee, the Lessor shall verify Year 2000 compliance as follows:

(a) By physical testing all Computer controlled facility components;

(b) By the Lessor's written certification to the Lessee that the Lessor has performed such physical testing and that all Computer controlled facility components are Year 2000 compliant; and

(c) By the Lessor providing written confirmation from the component and/or systems manufacturer that the Computer controlled facility component is or components are Year 2000 compliant.

"Computer controlled facility components" refers to software driven technology and embedded microchip technology. This includes, but is not limited to, programmable thermostats, HVAC controllers, auxiliary elevator controllers, auxiliary equipment, utility monitoring and control systems, fire detection and suppression systems, alarms, security systems, electrical systems, electrical generation systems and any other facilities control systems utilizing microcomputer, minicomputer, or programmable logic controllers.

The terms "Year 2000 compliant" and "Year 2000 compliance" mean the following:

(a) that each hardware, software, and firmware product ("product") or each developed, modified or remedied item of hardware, software, and firmware ("item") or each service shall be able to:

i. accurately assess, present or process date/time data (including, but not limited to, management, manipulation, processing, calculating, comparing, sequencing and other use of date data, including single and multi-century formulae and leap years) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations;

ii. properly exchange date/time data when used in combination with other information technology; and

iii. perform as a system.

(b) Notwithstanding any provision to the contrary, the remedies available to the State under this Year 2000 compliant shall include repair or replacement of any product and/or item whose non-compliance with the Year 2000 compliant is discovered and made known to the Lessor in writing.

(c) Nothing in this Year 2000 compliant shall be construed to limit any rights or remedies the Lessee may otherwise have under this lease with respect to defects other than Year 2000 compliance.

(d) In addition, the Lessor agrees that products or items modified or remedied to achieve Year 2000 compliance will remain unaffected with respect to their functioning or performance except for processing and exchanging date/time data. The Lessor agrees that products or items not being modified or remedied directly will remain unaffected with respect to their normal functioning or performance.

In the case of the repair/replacement to effect Year 2000 compliance, the Lessor shall also verify Year 2000 compliance as follows:

(a) By physical testing each repaired or replaced component or components;

(b) By the Lessor's written certification to the Lessee that the Lessor has performed such physical testing and such repaired or replaced component is or components are Year 2000 compliant; and

(c) By the Lessor providing written confirmation from the component and/or systems manufacturer that the repaired or replaced component is or components are Year 2000 compliant.

Notwithstanding any provision to the contrary, the Lessor shall also ensure that all Computer controlled facility components are and will continue to be Year 2000 compliant throughout the duration of this lease, and during any extension or renewal thereof, under the same terms, conditions, covenants, obligations, requirements, procedures and manner, as provided in this Section Thirty-Four (34).

The Lessor shall protect, indemnify, save and hold harmless the Lessee, its officers, agents, and employees, against all liability, claims, loss, cost, injuries (including death), damages, compensation and expense, including without limitations, all claims, demands, penalties, actions, causes of action, suits, litigation, proceeding and attorney's fees and costs, arising out of any failure of the Lessor in any respect to comply with and perform the requirements and provisions under this Section Thirty-Four (34).

In case any such claim, action, cause of action, suit, proceeding, litigation, is brought against the Lessee, its officers, agents, and employees, by reason of any of the same, the Lessor shall, at the Lessor's expense, resist and defend such claims, action, cause of action, suit, proceeding or litigation, or cause the same to be resisted or defended, by retained counsel reasonably satisfactory to the LESSEE.

If the Lessor fails to fulfill its obligations under this Section Thirty-Four (34), the Lessee in addition to any other remedies, and not in lieu thereof, shall have the right to do one or more of the following:

(a) Withhold any rental payments during such period of failure;

(b) Terminate this lease;

(c) Fulfill such obligations itself and deduct the costs thereof and any expenses connected therewith from rents due or to become due the Lessor under the terms of this lease; and

(d) Recovery of all or any portion of such cost and expense by other appropriate means.

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

Signed in the presence of:

Georgianne S. Killeen
Georgianne S. Killeen

Albert Scaffati
ALBERT SCAFFATI

Pinewood Hill Office Park LLC

by William Palluotto
William Palluotto, Member
duly authorized

Date signed: 3/8/99

State of Connecticut

Marjorie E. Heap
Marjorie E. Heap

Georgianne S. Killeen
Georgianne S. Killeen

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

Date signed: 3/9/99

State of Connecticut
ss: Hamden
County of New Haven

The foregoing instrument was acknowledged before me this 8th day of March, 1999 by William Palluotto, member of Pinewood Hill Office Park LLC, on behalf of said Pinewood Hill Office Park LLC.

In witness whereof I hereunto set my hand.

Commissioner of the Superior Court
Notary Public
My commission expires My Commission Expires December 31, 2000

State of Connecticut
ss: Hartford
County of Hartford

On this the 9TH day of MARCH 1999, before me, N'MARIE CAUMBIE 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.

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

Approved:

Assoc. Attorney General

Date signed: 3/9/99

Received for record MAR 16 1999
at 9 h 15 m AM at Hamden, CT
Vera A. Morrison
Hamden Town Clerk

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (hereinafter "Agreement"), concluded at Hartford, Connecticut, this 1st day of September, 2004, by and between Pinewood Hill Office Park, LLC, (hereinafter "LESSOR"), a Connecticut limited liability company, with a mailing address of 1488 Chapel Street, New Haven, Connecticut, acting herein by Eric C. Palluotto, M.D., a member, hereunto duly authorized, and the State of Connecticut, (hereinafter "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, 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 advise and consent of the Secretary of the Office of Policy and Management and the Properties Review Board of the State of Connecticut.

W I T N E S S E T H

WHEREAS, the parties hereto have previously entered into a Lease Agreement dated March 9, 1999, (hereinafter "Lease"), which Lease is recorded in Volume 1831 at page 282 on the land records in the Town of Hamden, for the leasing of 3,500 contiguous net usable square feet of first floor office space known as Suite 2-A in Building 2 situated in Pinewood Hill Office Park, 3074 Whitney Avenue, Hamden, Connecticut; and

WHEREAS, the LESSEE desires to modify the Lease by adding additional language permitting the LESSEE rights to early termination of the Lease; and

WHEREAS, the LESSOR and the LESSEE desire to amend the Lease.

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

1. The first sentence of Section 5 of the Lease is hereby deleted and in lieu thereof the following is inserted as the new first sentence of Section 5 of the Lease:

   "The term of this lease may be extended or renewed at the option of the LESSEE for five (5) years at $45,150.00 per year ($3,762.50 per month), however, the LESSEE, at their option, may terminate this Lease anytime after December 31, 2005, with cause, upon giving ninety (90) days

advance written notice to the LESSOR, but otherwise on the same terms and conditions." The cause being the dissolution of a Hamden office for the Conn Dept of Revenue Services.

2. All other terms and conditions of the Lease and First Amendment, not specifically deleted, amended or modified herein, shall remain in full force and effect.

3. This Agreement shall not become effective and binding on the parties until said Agreement is approved by the Attorney General for the State of Connecticut.

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

WITNESSES:

Marianne Como
Name:

Name:

WITNESSES:

Holly J. Hart
Name: Holly J. Hart

Name:

LESSOR
PINEWOOD HILL OFFICE PARK, LLC

By _____
Eric C. Palluotto
Member, Duly authorized

Date signed: 5/8/04

STATE OF CONNECTICUT

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

Date signed: 9.3.04

STATE OF CONNECTICUT)
) SS: Middlebury
COUNTY OF New Haven) City/Town

On this the 8th day of May, 2004, before me, the undersigned officer, personally appeared Eric C. Palluotto, known to me (or satisfactorily proven) to be the Member of Pinewood Hill Office Park, LLC, a limited liability company, whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes and consideration therein expressed in the capacity as therein as his free act and deed and that of the limited liability company.

In Witness Whereof I hereunto set my hand.

My Commission Expires:

MARIANNE COMO
NOTARY PUBLIC
MY COMMISSION EXPIRES APR. 30, 2007

Marianne Como
Notary Public
Commissioner of the Superior Court

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

On this the 3rd day of Sept., 2004, before me, the undersigned officer, personally appeared James T. Fleming, Acting Commissioner of the Department of Public Works, State of Connecticut, known to me to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity as therein stated and for the purposes therein contained.

In Witness Whereof I hereunto set my hand.

My Commission Expires:

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

Diane M. Chace
Notary Public
~~Commissioner of the Superior Court~~

Approved:
STATE PROPERTIES REVIEW BOARD

Pasquale A. Pepe
BY: Pasquale A. Pepe
Its: Chairman

Date signed: 12/16/04

Accepted:
DEPARTMENT OF REVENUE SERVICES

BY: Pam Law
Its: Commissioner

Date signed: 8/13/04

Approved in conformance with
Conn. Gen. Stat. 4b-23(o)(2), As Revised,
OFFICE OF POLICY AND MANAGEMENT

BY:
Its:

Date signed: 11/8/04

Approved:
ATTORNEY GENERAL

By ~~William B. Gundling~~ Nancy Arnold
Asst ~~Associate~~ Attorney General

Date signed: 1/3/05