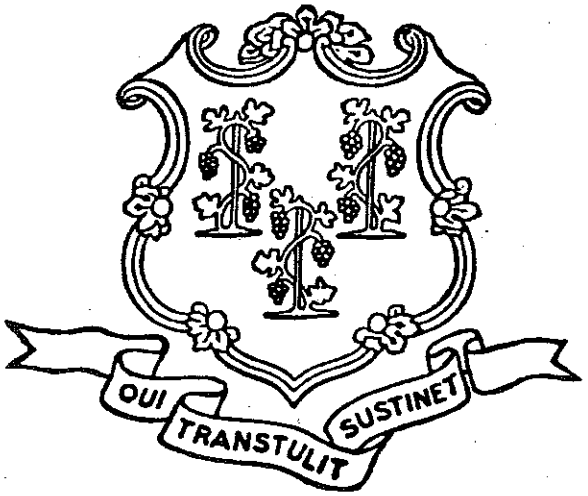
STATE OF CONNECTICUT



STANDARD LEASE

Issue: S.L. 2007.1

Form Origination Date: December 2002

Agency: Department of Social Services
342 Main Street, Danbury, Connecticut

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A-Demised Premises Floor Plan; A-1 Property Description
B-Affidavit of Net Usable Square Feet of Demised Premises
C-Renovations and Improvements
D-Normal Operating Hours; Utilities and Services
E-Statement of Financial Interest
F-Additional Rent
G-Consent to Assignment
K-Subordination, Non-Disturbance and Attornment Agreement

STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC WORKS (DPW) STANDARD LEASE # S.L.2007.1

This lease is entered into as of the 27th day of April, 2007, by and between New England Investments #32, LLC, ("LESSOR"), owner of the Total Premises, defined in Article 15 (Title to Total Premises) below, whose address is 8721 Santa Monica Blvd., Suite 1227, Los Angeles, CA 90069-4507, acting herein by New England Investment Trust 2006, its sole member, acting by Raymond Schwabenbauer, its Trustee, duly authorized, and the State of Connecticut ("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 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 14,643 net usable square feet, as defined in Exhibit B (Affidavit of Net Usable Square Feet of Demised Premises), situated at 342 Main Street, Danbury, Connecticut, as more particularly described in the property description included in Exhibit A-1 attached hereto, 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 lower level, first and second floor(s) of the Total Premises. The Demised Premises includes fifty (50) striped, lighted and maintained reserved parking spaces, with security acceptable to LESSEE, located at 342 and 346 Main Street, Danbury, Connecticut.

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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 Two Hundred Forty One Thousand Six Hundred Nine Dollars and Fifty Six Cents ($241, 609.56) per year, payable in equal monthly installments of Twenty Thousand One Hundred Thirty Four Dollars and Thirteen Cents ($20,134.13) 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 Ten Thousand Dollars ($10,000.00) 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

N/A. 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 TI payments 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).

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 five (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.

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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 N/A 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 N/A 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 10, 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 Two Hundred Fifty-Eight Thousand Five Hundred Twenty-Two Dollars and Twelve Cents ($258,522.12) per year, payable in equal monthly installments of Twenty One Thousand Five Hundred Forty Three Dollars and Fifty One Cents ($21,543.51) 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 five (5) years at the fixed base rental of Two Hundred Seventy-Six Thousand Six Hundred Eighteen Dollars and Seventy-Two Cents ($276,618.72) per year, payable in equal monthly installments of Twenty-Three Thousand Fifty-One Dollars and Fifty-Six Cents ($23,051.56) 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

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

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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 at any time for a similar use, subject to the prior written consent of the LESSOR, which consent shall not be unreasonably delayed or withheld. 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

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.

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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

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

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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 (a) twenty-four (24) hours after the date of written notice of same from the LESSEE in the case of essential systems, the failure of which renders the Demised Premises untenantable, or (b) seven (7) days after the date of written notice from the LESSEE, then such failure shall constitute a default.

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

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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 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 AND REMEDIES

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. The LESSOR shall also be in default under this lease if the LESSOR fails to perform any other obligation it has under this lease. In any case, the LESSOR shall cure any default that does not constitute an emergency within ten (10) days of the date of the default notice from the LESSEE (if another time period is not specifically provided under this lease), provided that if such cure cannot reasonably be completed within said ten (10) day period, the LESSOR does commence a cure within said ten (10) day period and diligently pursue it to completion.

If a default constituting an emergency condition or any interruption in an essential service or utility rendering the Demised Premises untenantable occurs, the LESSOR must commence immediately and proceed diligently to cure the default as expeditiously as possible.

If the LESSOR fails to cure a default as provided herein, the LESSEE, in its discretion and without further notice, may (1) 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

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this lease; (2) recover all or any portion of such cost and expenses by other appropriate means; (3) withhold any rental payments during the LESSOR's period of failure to perform since the LESSOR acknowledges that it is not entitled to receive any rent or additional rent during such period; or (4) pursue any other remedies allowed by law, including, but not limited to, termination when the Demised Premises are rendered untenantable. 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. 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 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.

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.

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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 in connection with this lease out of 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 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, 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

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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.

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 LESSOR's or LESSOR Parties' Acts, 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

Neither party shall be liable to the other 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, at no cost to the LESSEE, Commercial General Liability Insurance, with the LESSEE named an additional insured. The insurance shall provide for a minimum limit of $1,000,000.00 for all damages, in any one accident or occurrence, arising out of bodily injuries to or death of all persons and injuries to or destruction of property. Subject to that limit per accident, the total (or aggregate) limit in all accidents during the lease term shall be a minimum of $2,000,000.00. The coverage under such policy shall be limited to claims arising from acts or omissions of the LESSOR. The LESSOR shall additionally provide and maintain standard fire and casualty insurance, including special form coverage. The LESSOR shall apply the proceeds of insurance to reconstruction, if the LESSEE so directs in writing. The LESSOR shall provide certificates of insurance annually to the LESSEE evidencing the coverage that this Article requires. Such certificates of insurance shall also specifically indicate that the

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

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

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

ARTICLE 10: NOTICES

10.01 NOTICES

All notices under this lease to either party shall be in writing and shall be transmitted by certified mail, return receipt requested, postage prepaid, by nationally recognized overnight delivery service, or by facsimile (with transmission confirmation) followed by first class mail, postage prepaid, and addressed to the LESSOR at the following address:

New England Investment #32, LLC
8721 Santa Monica Blvd., Suite 1227
Los Angeles, CA 90069-4503;

or addressed to the LESSEE as follows:

Commissioner
Department of Public Works
165 Capitol Avenue
State Office Building
Hartford, Connecticut 06106-1630,

with a copy to:

Administrator, Leasing and Property Transfer
Department of Public Works
165 Capitol Avenue, Room G-1
State Office Building
Hartford, Connecticut 06106-1630.

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Notices from the LESSOR to the State Properties Review Board shall be sufficient if sent in a like manner as to the LESSEE and to the same address. Bills for utilities and services provided pursuant to Exhibit D to this Lease shall be sent to the following address via first class mail, postage pre-paid: Department of Social Services, 25 Sigourney Street, Operations, 7th Floor, Hartford, Connecticut 06106.

ARTICLE 10A: CASUALTY

10A.01 DAMAGE OR DESTRUCTION

(a) The LESSEE shall give prompt notice to the LESSOR of any damage by fire or other casualty to the Demised Premises. If the Demised Premises, or any part thereof, or access thereto, shall be damaged or destroyed by fire or other insurable casualty, but the LESSEE shall continue to have reasonably convenient access to the Demised Premises and no portion of the Demised Premises is rendered unfit for use and occupancy by the LESSEE for the purposes set forth in this lease, then the LESSOR shall repair such damage or destruction with reasonable diligence. During the period when such repair work is being conducted, the Fixed Base Rent and the Additional Rent shall not be abated or suspended.

(b) If the Demised Premises, or any part thereof, or access thereto, shall be so damaged or destroyed by fire or other insurable casualty that the LESSEE shall not have reasonably convenient access to them, or if any portion of the Demised Premises shall thereby be otherwise rendered unfit for use and occupancy by the LESSEE for the purposes set forth in this lease, and if in the commercially reasonable judgment of the LESSOR the damage or destruction may be repaired to the point where the Demised Premises will be rendered fit for the purposes set forth in this lease within ninety (90) days after the occurrence of the damage or destruction, time being of the essence, then the LESSOR shall so notify the LESSEE within ten (10) days after the occurrence of the damage or destruction and shall repair such damage or destruction (except damage or destruction to personal property) with reasonable diligence. If the LESSOR shall not complete such repair within ninety (90) days after the occurrence of the damage or destruction, time being of the essence, then the LESSEE shall have the right to terminate this lease by giving written notice of such termination to the LESSOR within twenty (20) days after the end of such ninety (90) day period; provided, however, that if the completion of repairs shall be delayed by reason of force majeure events, as set forth in Article 8 of this lease, the time for completion shall be extended by the period of such delay. If in the commercially reasonable judgment of the LESSOR the Demised Premises, or means of access thereto, cannot be repaired within ninety (90) days after the occurrence of the damage or destruction and the LESSOR does not deliver to the LESSEE notice of its decision to repair such damage within ten (10) days after the occurrence of the damage, time being of the essence, then either party shall have the right to terminate this lease by giving written notice of such termination to the other party within the period of thirty (30) to forty-five (45) days after the occurrence of such damage or destruction. If neither party gives such notice of intention to terminate this lease, then the LESSOR shall repair the damage or destruction with reasonable diligence. All such repairs shall be performed in a workmanlike manner by a contractor's properly trained professionals, selected by the LESSOR, and at no cost or expense to the LESSEE.

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10A.02 ABATEMENT OF RENT

If, by reason of such damage or destruction, the LESSEE shall not have reasonably convenient access to the Demised Premises or if any portion of the Demised Premises shall be otherwise rendered unfit for use and occupancy for the purposes set forth in this lease, then the Fixed Base Rent and the Additional Rent shall be equitably suspended or abated as of the date of the damage until ten (10) days after the LESSOR has (a) substantially completed the repair of the Demised Premises and the means of access to it, and (b) notified the LESSEE in writing. If such damages or destruction was solely caused by the gross negligence of the LESSEE, then there shall be no abatement of the Fixed Base Rent or the Additional Rent. Neither an election by the LESSOR to carry rental loss insurance nor an election by the LESSEE to carry business interruption insurance shall affect the provisions of this Article.

10A.03 EVENTS OF TERMINATION

(a) If more than 25% of the net usable square feet of the Demised Premises shall be wholly or substantially damaged or destroyed by fire or other casualty at any time during the last six (6) months of the lease term, then either the LESSOR or the LESSEE may terminate this lease by delivering a written notice of termination to the other party within (30) days after the damage or destruction.

(b) Notwithstanding the provisions of this Article, if, prior to or during the lease term: (i) the Demised Premises shall be so damaged by fire or other casualty that, in the LESSOR's commercially reasonable opinion, substantial alteration, demolition or restoration of the Demised Premises shall be required, or (ii) the Total Premises shall be so damaged by fire or other casualty that, in the LESSOR's commercially reasonable estimate, the cost to repair the damage will be more than 25% of the replacement value of the Total Premises, as of the time immediately prior to the occurrence of the casualty (whether or not the Demised Premises shall have been damaged or rendered untenantable), then, the LESSOR, at LESSOR's option, and with the written consent of LESSOR's Mortgagee, if any, may give to the LESSEE, within ninety (90) days after such fire or other casualty, a thirty (30) days' notice of the termination of this lease. If the LESSOR gives such notice, then this lease shall terminate upon the expiration of such thirty (30) days, with the same effect as if such date were the expiration date. The Fixed Base Rent and the Additional Rent shall be apportioned as of such date and any prepaid portion of the Fixed Base Rent or the Additional Rent for any period after such date shall be refunded by the LESSOR to the LESSEE within thirty (30) days following the expiration date. The LESSEE may thereafter holdover in the Demised Premises, rent free, until the LESSEE, acting with due diligence, is able to locate, lease and relocate to another property.

10A.04 INSURANCE PROCEEDS UPON TERMINATION

If the LESSOR terminates this lease pursuant to this Article, all insurance proceeds payable with respect to the damage giving rise to such right of termination shall be paid to the LESSOR and the LESSEE shall have no claim to it.

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10A.05 SCOPE OF LESSOR'S REPAIRS

If the LESSOR elects or shall be obligated to repair or restore any damage or destruction, the scope of work shall be limited to the original basic building and interior work, and the LESSOR shall have no obligation to restore or replace the LESSEE's personal property. Nothing in this lease shall be construed as a waiver or limitation on any cause of action that the LESSEE has or may have against the LESSOR for loss of tenant improvements, business interruption and other such cases.

ARTICLE 10B: CONDEMNATION

10B.01 CONDEMNATION OF DEMISED PREMISES

If less than the whole or a substantial part of the Demised Premises shall be condemned, and the Demised Premises can be used for the same purpose as before, the LESSEE's interest in the condemnation assessment and any individual assessment will be limited to the LESSEE's leasehold interest in the condemned premises.

10B.02 TAKING OF TOTAL PREMISES

If (a) more than 25% of the net usable square feet of the Total Premises shall be condemned, or (b) if any adjacent property or street shall be condemned or improved by a public or quasi-public authority in such a manner as to require the use of any part of the Demised Premises, so as to require, in the commercially reasonable opinion of the LESSOR, a substantial alteration or reconstruction of the Total Premises, then the LESSOR may terminate this lease as of the earlier of (i) the date of the vesting of title, or (ii) the sixtieth (60th) day following the LESSEE's receipt of written notice from the LESSOR of the vesting or dispossession date. If so, the Fixed Base Rent and the Additional Rent shall be apportioned as of such termination date, and the LESSEE's interest in the condemnation assessment and any individual reassessment or condemnation award will be limited to the LESSEE's leasehold interest, if any.

10B.03 AWARDS

Except as provided in this Article, the LESSOR shall be entitled to the entire award in any condemnation proceeding or other proceeding for taking for public or quasi-public use, excluding the LESSEE's leasehold interest in the condemned premises, if any, which will belong to the LESSEE. This Article shall not be deemed to give to the LESSOR any interest in or to require the LESSEE to assign to the LESSOR any award made to the LESSEE specifically for its relocation expenses or the taking of personal property and fixtures belonging to the LESSEE.

10B.04 ABATEMENT OF RENT.

If a partial condemnation or other taking does not result in a termination of this lease as to the entire Demised Premises, then the Fixed Base Rent and the Additional Rent shall be adjusted in proportion to that portion of the Demised Premises taken by such condemnation or other taking.

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The LESSOR shall, at its sole cost and expense, make all necessary repairs or alterations to the Total Premises so as to constitute the remaining Demised Premises a complete architectural unit to the extent that the same may be feasible, provided that the LESSOR shall not be obligated to undertake any such repairs and alterations if the cost thereof exceeds the award resulting from such taking.

10B.05 IMMUNITY

Nothing in this lease shall be construed as a waiver of or limitation upon the LESSEE's immunity to condemnation by inferior and/or unauthorized condemning authorities.

ARTICLE 11: SUBORDINATION AND ATTORNMENT

11.01 SUBORDINATION

The LESSEE'S interests shall be subordinated under the terms of a certain subordination agreement set forth in Exhibit K, which subordination agreement shall be executed and delivered to the LESSEE no later than thirty (30) days following the full execution of any future mortgage..

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 on 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.

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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 LESSEE 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 described in Exhibit A-1 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. The LESSEE further reserves the right to seek reimbursement from the LESSOR, or take any other remedies available to it under this lease, at law or in equity, if the LESSEE'S audit reveals that the LESSOR has overcharged the LESSEE for the actual cost of the service, work or utility to which the additional rents relate.

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 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.

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17.04 APPLICABLE EXHIBITS

Only exhibits A-Demised Premises Floor Plan, A-1 Property Description; B-Affidavit of Net Usable Square Feet of Demised Premises; C-Renovations and Improvements; D-Normal Operating Hours; Utilities and Services; E-Statement of Financial Interest; F-Additional Rent; G-Consent to Assignment and K-Subordination, Non-Distrurbance and Attornment Agreement 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.

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.

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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.

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.

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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 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;

(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.

17.16 ANNUAL AFFIDAVIT

To the extent required by law, the Office of Policy and Management or any Executive Order of the Governor of the State of Connecticut, on or within two (2) weeks of the anniversary date of the execution of this lease, the LESSOR shall submit a completed annual gift and campaign contribution affidavit to the following address:

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Leasing and Property Transfer Unit
Department of Public Works
165 Capitol Avenue, Room G-1
Hartford, CT 06106
Attention: Paralegal Specialist.

For the purposes of this Section 17.16, the execution date of the lease is deemed to be the date the Attorney General approves the lease.

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

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under the this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Section 46a-56; (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts concerning the employment practices and procedures of the contractor which relate to this provisions of this section and Section 46a-56. The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with Section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

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

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

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

For purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith

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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.

ARTICLE 19: CAMPAIGN CONTRIBUTION RESTRICTIONS

CAMPAIGN CONTRIBUTION RESTRICTIONS PROVISIONS

Campaign Contribution Restrictions. This section (the "CCR Section") is included here pursuant to Conn. Gen. Stat. § 9-333n and, without limiting its applicability, is made applicable to State Contracts, bid solicitations, request for proposals and prequalification certificates, as the context requires. This CCR Section, without limiting its applicability, is also made applicable to State Agencies, Quasi-public Agencies, the General Assembly, State Contractors, Prospective State Contractors and the holders of valid prequalification certificates, as the context requires.

(a) For purposes of this CCR Section only:

(1) "Quasi-public Agency" means the Connecticut Development Authority, Connecticut

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Innovations, Incorporated, Connecticut Health and Educational Facilities Authority, Connecticut Higher Education Supplemental Loan Authority, Connecticut Housing Finance Authority, Connecticut Housing Authority, Connecticut Resources Recovery Authority, Connecticut Hazardous Waste Management Service, Capital City Economic Development Authority, Connecticut Lottery Corporation, or as this definition may otherwise be modified by Title 1, Chapter 12 of the Connecticut General Statutes concerning quasi-public agencies.

(2) "State Agency" means any office, department, board, council, commission, institution or other agency in the executive, legislative or judicial branch of State government, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

(3) "State Contract" means an agreement or contract with the State or any State Agency or any Quasi-public Agency, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a fiscal year, for (A) the rendition of personal services, (B) the furnishing of any material, supplies or equipment, (C) the construction, alteration or repair of any public building or public work, (D) the acquisition, sale or lease of any land or building, (E) a licensing arrangement, or (F) a grant, loan or loan guarantee, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

(4) "State Contractor" means a person, business entity or nonprofit organization that enters into a State Contract. Such person, business entity or nonprofit organization shall be deemed to be a State Contractor until the termination of said contract. "State contractor" does not include a municipality or any other political subdivision of the State or an employee in the executive, legislative or judicial branch of State government or a Quasi-public Agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a State or Quasi-public Agency employee, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

(5) "Prospective State Contractor" means a person, business entity or nonprofit organization that (A) submits a bid in response to a bid solicitation by the State, a State Agency or a Quasi-public Agency, or a proposal in response to a request for proposals by the State, a State Agency or a Quasi-public Agency, until the State Contract has been entered into, or (B) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under Section 4a-100 of the Connecticut General Statutes. "Prospective State Contractor" does not include a municipality or any other political subdivision of the State or an employee in the executive, legislative or judicial branch of State government or a Quasi-public Agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a State or Quasi-public Agency employee. Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing may modify this definition, which modification shall control.

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(6) "Principal of a State Contractor or Prospective State Contractor" (collectively referred to in this CCR Section as "Principal") means (A) an individual who is a member of the board of directors of, or has an ownership interest in, a State Contractor or Prospective State Contractor, which is a business entity, except for an individual who (i) owns less than five per cent of the shares of any such State Contractor or Prospective State Contractor that is a publicly traded corporation, or (ii) is a member of the board of directors of a nonprofit organization qualified under Section 501(c)(3) of the Internal Revenue Code of 1986, or any subsequent corresponding internal revenue code of the United States, as from time to time amended, (B) an individual who is employed by a State Contractor or Prospective State Contractor, which is a business entity, as president, treasurer or executive or senior vice president, (C) an individual who is the chief executive officer of a State Contractor or Prospective State Contractor, which is not a business entity, (D) an employee of any State Contractor or Prospective State Contractor who has managerial or discretionary responsibilities with respect to a State Contract, (E) the spouse or a dependent child of an individual described in this subparagraph, or (F) a political committee established by or on behalf of an individual described in this subparagraph, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

(b) No State Contractor, Prospective State Contractor or Principal, with regard to a State Contract, bid solicitation or request for proposals with or from a State Agency in the executive branch or a Quasi-public Agency, and no Principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (1) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (2) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (3) a party committee.

(c) No State Contractor, Prospective State Contractor or Principal, with regard to a State Contract, bid solicitation or request for proposals with or from the General Assembly, and no Principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (1) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (2) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (3) a party committee.

(d) If a State Contractor or a Principal of a State Contractor makes or solicits a contribution prohibited under this CCR Section, the contracting State Agency or Quasi-public Agency may void the existing contract with said contractor, and no State Agency or Quasi-public Agency shall award the State Contractor a State Contract or an extension or an amendment to a State Contract for one year after the election for which such contribution is made or solicited.

(e) If a Prospective State Contractor or a Principal of a Prospective State Contractor makes or solicits a contribution prohibited under this CCR Section, no State Agency or Quasi-public Agency shall award the Prospective State Contractor the contract described in the bid solicitation or request for proposals, or any other State Contract for one year after the election for which such

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contribution is made or solicited.

(f) The chief executive officer of each State Contractor and Prospective State Contractor, or if a State Contractor or Prospective State Contractor has no such officer then the officer who duly possesses and exercises comparable powers and duties, shall certify, in the form of an affidavit executed subject to the penalties of false statement, that: (1) such officer has informed each individual described in subsection (a)(6) of this CCR Section with regard to said State Contractor or Prospective State Contractor concerning the provisions of subsection (b) or (c) of this CCR Section, whichever is applicable, and this subsection (f), (2) no such individual will make or solicit a contribution in violation of the provisions of subsection (b) or (c) of this CCR Section, whichever is applicable, and this subsection (f), and (3) if any such contribution is made or solicited, the State Contractor or Prospective State Contractor, as the context requires, shall not be awarded the contract described in the bid solicitation or request for proposals and shall not be awarded any other State Contract for one year after the election for which such contribution is made or solicited. Such officer shall submit the affidavit to the contracting State Agency or Quasi-public Agency prior to, in the case of an RFP, executing a negotiated contract or prior to, in the case of an ITB, the award and acceptance of a contract. In the case of an application for prequalification to the Connecticut Department of Administrative Services ("DAS"), the application shall not be deemed to be complete until DAS receives the affidavit. The State Contractor or Prospective Contractor shall submit the affidavit on a form which the State Elections Enforcement Commission ("SEEC") prescribes.

(g) The person executing the affidavit referenced in subsection (f) shall submit to the SEEC a list of Principals in accordance with the requirements set forth on a form that the SEEC shall have prescribed for this purpose. The complete list of Principals shall be submitted to the SEEC at the same time that the affidavit is submitted to the State Agency, Quasi-public Agency or, in the case of a prequalification application, DAS. Notwithstanding any other provision in any applicable document or instrument, no party to the Contract, or a contract awarded pursuant to a non-competitive procurement, may begin performing in any way until the contracting State Agency or Quasi-public Agency has received the affidavit referenced in subsection (f) and the SEEC has received the Principals list.

(h) Notwithstanding any other provision in the Contract, invitation to bid, request for proposals and prequalification application:

(1) The State Contractor and Prospective State Contractor shall report to the SEEC, on a form which the SEEC prescribes, any changes in Principals occurring from and after the date of the previous Principals list by submitting and delivering such form to the SEEC no later than the fifteenth day of each month following the month when a change in Principals occurs, or the next succeeding business day, whichever is later. If the Contractor or Prospective State Contractor fail to submit and deliver the appropriately completed form by its due date, then the SEEC shall notify the State Agency or Quasi-public Agency and the Contractor of the failure in writing. The State Agency or Quasi-public Agency shall then review all relevant information and determine whether such failure constitutes a breach of this Contract. If the State Agency or Quasi-public Agency determines that a breach of this Contract has occurred, then the State Agency or Quasi-public Agency shall deliver a notice of breach to the

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Contractor, affording the Contractor an opportunity to cure the breach within ten (10) days from the date that the Contractor receives the notice. The State Agency or Quasi-public Agency may extend the right to cure period if, and continuing so long as, the State Agency or Quasi-public Agency is satisfied that the Contractor is making a good faith effort to cure the breach but the nature of the breach is such that it cannot be cured within the right to cure period. The SEEC may, if it deems it to be appropriate, send to the Contractor electronic reminders of the Contractor's obligation to report changes in Principals. The undertaking of this reminder is permissive and shall not be construed to be a condition precedent to the Contractor's obligation to submit and deliver the form timely.

(2) If the State Agency or Quasi-public Agency determines that the Contractor has breached the Contract by failing to comply with the requirements of this CCR provision, then the State Agency or Quasi-public Agency may, after expiration of the right to cure period, direct all appropriate State entities using the Contract to withhold any payment, in whole or in part, that may be due and owing to the Contractor under this Contract until such time as the Contractor submits and delivers an appropriately completed form to the SEEC.

(3) If the Contractor fails to submit and deliver the Principals list form timely three times in any 12-month period, then the SEEC may recommend to the State Agency or Quasi-public Agency that it take these failures into account for purposes of evaluating the Contractor's responsibility in future procurements. The SEEC may recommend that the State Agency or Quasi-public Agency make a determination that the Contractor is not responsible.

(4) The Contractor's failure to submit and deliver the Principals list form timely for the third time in any 12-month period shall, upon the SEEC's recommendation, entitle the State Agency or Quasi-public Agency to Cancel the Contract. Accordingly, the third notice of breach to the Contractor from the State Agency or Quasi-public Agency in any 12-month period may include an effective Contract Cancellation date, in which case no further action shall be required of any party to effect the Cancellation of the Contract as of the stated date. If the notice does not set forth an effective Contract Cancellation date, then the State Agency or Quasi-public Agency may Cancel the Contract by giving the Contractor no less than twenty four (24) hours' prior written notice.

(5) Noting the absence of the SEEC's signature on the Contract, the State Agency or Quasi-public Agency represents that the SEEC has previously agreed in writing to assume the rights and responsibilities attaching to the SEEC and set forth in this CCR section. The State Agency or Quasi-public Agency shall provide a copy of that document to the Contractor upon request.

DAV
10/4/07

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

Signed in the presence of:

Christopher Kessner

Judy E Moore

New England Investments #32, LLC
by New England Investment Trust,2006
its Sole Member

By
Raymond Schwabenbauer
Its Trustee
Duly authorized

Date signed: 2/1/07

Diane M. Chace
Diane M. Chace

Erika Carcano
Erika Carcano

STATE OF CONNECTICUT

By
James T. Fleming
Its Commissioner
Duly authorized

Date signed: 4/27/07

10/4/07

STATE OF CONNECTICUT)
) ss.
COUNTY OF)

On this the 1 day of February, 2007 before me, the undersigned officer, personally appeared Raymond Schwabenbauer known to me (or satisfactorily proven) to be the Trustee of New England Investments #32, LLC the Sole member of New England Investments #32, LLC a Connecticut LLC, 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 Trustee of the Sole Members.

In Witness Whereof I hereunto set my hand.

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

STATE OF CONNECTICUT)
) ss: HARTFORD
COUNTY OF HARTFORD)

On this the 27th day of April 2007, before me, James T. Fleming the undersigned officer, personally appeared 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 therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand.

Notary Public
My commission expires:
~~Commissioner of the Superior Court~~

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

AP
10/4/07

Accepted:
DEPARTMENT OF SOCIAL SERVICES

By: Michael P. Starkowski
Its: Deputy Commissioner
Date signed: 2/26/07

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

By: Robert Genuario
Its: Secretary
Date signed: 8/1/07

Approved:
STATE PROPERTIES REVIEW
BOARD

By: Pasquale Pepe
Its: Chairman
Date signed: 10/4/07

Approved:
ATTORNEY GENERAL

By William B. Gundling
Associate Attorney General
Date signed: 10/19/07

10/4/07

EXHIBIT A

DEMISED PREMISES FLOOR PLAN (TO SCALE)

342 Main Street
Danbury, Connecticut

Plan titled "342 Main Street, Danbury, First Floor Plan, Second Floor Plan and Basement Plan (s), by David D. Coffin Architects, Dated 3/04/97, scale 1/8"=10" 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.

10/4/07

EXHIBIT A-1

PROPERTY DESCRIPTION

A certain piece or parcel of land with the buildings thereon situated in the City of Danbury, County of Fairfield and State of Connecticut and bounded Northerly by land now or formerly of Charles H. Merritt; Easterly by Main Street; Southerly by land formerly of the Estate of Edgar S. Tweedy and Westerly by Still River; the same being three hundred ninety feet, nine inches (390' 9") in depth on the Northerly line; one hundred eighteen feet (118' 0") more or less in width on the easterly line; three hundred seventy-two (372) feet in depth on the Southerly line and one hundred fifty-five and one-half (155 1/2) feet in width on the westerly line.

Less a portion of said premises conveyed to the City of Danbury in Volume 370 page 544 of the Danbury Land Records.

Being the same premises shown and described on a certain map entitled: "Map Prepared for The Danbury Bank & Trust Company, Danbury, Connecticut, Scale 1" = 20', Sept. 9, 1971", certified substantially correct by Paul M. Fagan, L.S., which map will be recorded simultaneously herewith in the land records of the City of Danbury.

For title reference see Special Covenant Warranty Deed from Fleet National Bank dated August 1, 1996 and recorded with the Danbury Land Records on August 6, 1996 in Book 1156, Page 0652.

10/4/07

EXHIBIT B

AFFIDAVIT OF NET USABLE SQUARE FEET OF DEMISED PREMISES

State of Connecticut

County of Fairfield

1. I/We Raymond Schwabenbauer, Trustee of New England Investment Trust 2006, sole member of New England Investments #32, LLC, owner, of the Total Premises, known as 342 Main Street, Danbury, Connecticut, 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, 14,643 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.

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

Subscribed and sworn to before me this 1 day of February, 2007, at Oil City Venango County.

Commissioner of Superior Court
Notary Public
My commission expires Nov 15, 2008

PAP
10/4/07

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) Within Ninety (90) days following the approval of this lease, evidenced by the signature by the Attorney General's Office, the lessor shall provide paint and labor to paint all interior walls and door frames in all public areas of the demised premises with latex paint in accordance with the standards set forth in Section 4.06 hereof, moving all furniture as required, and paint all doors and rails; Lessee will be responsible for selection of all paint colors. One or two coats of paint shall be applied in the demised premises as reasonably required by lessee. Lessor shall provide paint and paint bathroom walls and stalls with Microguard AD00 anti-graffiti paint, or a paint of equivalent quality.

(b) At this time, Lessee is not requesting carpeting, but reserve the right to have annual inspection and request replacement of carpet tiles on timewithin the first term of the lease, per specifications in Section 4.06 of this Lease; Lessee will be responsible for selection of all carpeting.

(c) Installation of handicapped accessibility doors to both sets of doors in the vestibule of the public entrance.

(d) Install and maintain a sturdy outdoor park bench near the public entrance of the building.

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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 N/A 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.

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(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 90 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

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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) At the time that the LESSOR provides to the LESSEE a certificate of occupancy, the LESSOR shall also provide to the LESSEE lien waiver certificates, in form and substance satisfactory to the LESSEE, certifying that all work contemplated by this lease is free and clear of all liens and any other encumbrance. If a subcontractor refuses to furnish a release or waiver, or if the LESSOR is otherwise unable or unwilling to provide any lien waiver, the LESSOR must, unless waived by the LESSEE, furnish a bond satisfactory to the LESSEE to indemnify the LESSEE against such lien. If such lien remains unsatisfied after payments are made, the LESSOR shall pay to the LESSEE, no later than 45 days after the LESSEE so notifies the LESSOR, all such amounts as the LESSEE may have paid or otherwise expended in discharging such lien, including all costs and reasonable attorneys' and other professionals' fees.

(k) The LESSOR shall provide meeting minutes for all construction meetings to DPW.

(l) The LESSOR shall obtain at least two competitive bids for construction of the Renovations, Improvements and Work.

(m) 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.

(n) 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

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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.

(o) 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.

(p) 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.

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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 Ten Thousand Dollars ($10,000.00). The LESSOR shall be solely responsible for any costs beyond this amount.

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 LEASE TERM years at an annual interest rate of ANNUAL COST OF CONSTRUCTION INTEREST RATE--TEXT per cent (ANNUAL COST OF CONSTRUCTION INTEREST RATE--NUMERIC%). 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.

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EXHIBIT D

NORMAL OPERATING HOURS; UTILITIES AND SERVICES

Time of Day

DAY OF WEEK	FROM	TO		
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:

THE REST OF THIS PAGE IS BLANK. THE TABLE IS ON THE NEXT PAGE.

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	LESSOR	LESSEE
Heat ____		X
Water ____	X	
Hot Water ____		X
Electricity		X
Air Conditioning	MECHANICAL	ELECTRICITY
Window Washing – Interior/exterior	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	
Dumpster(s)	X	
Groundskeeping	X	
Security Service		X
Pest Control	X	
Lamp Replacement-general	X	
Task Lighting		X
Ballast Replacement	X	
Snow/Ice Removal and Sanding	X	
Parking	X	

If the LESSOR is responsible for Snow/Ice Removal and Sanding, as indicated above, the LESSOR shall complete all snow and ice removal and sanding by 7:00 AM on each day that normal operating hours occur, as determined by this Exhibit D. If precipitation necessitating such work continues throughout a working day, even if intermittently, the LESSOR must establish and maintain an open travel area for vehicles and clear walking paths to and from the Leased Premises, and all parking areas at all times during said operating hours, and sand or de-ice as necessary to manage icing. The LESSOR shall perform additional sanding and de-icing of all parking areas, walkways, sidewalks, stairs and ramps at the reasonable request of the LESSEE.

10/4/07

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 342 Main Street, Danbury, Connecticut including the beneficiary of any undisclosed trust or the equitable owner of such property or premises, are listed below. Corporations shall also list the names and 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. New England Investments #32, LLC, 8721 Santa Monica Boulevard, #1227, Los Angeles, CA 90069-4507 (877) 677-3515 - Its Sole member is new England Investment Trust #2006

2. New England Investment Trust #2006, dated August 30, 2006, 8721 Santa Monica Boulevard, #1227, Los Angeles,CA 90069-4507 (877) 677-3515. Trustee is Raymond Schwabenbauer of 679 Colbert Street, Oil City,PA 16301 (877) 677-3515

3. Sole Beneficiary of New England Investment Trust #2006 is jack R. Higgins of 101 Crestview Avenue, Stamford, CT 06907 (203) 358-8883

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 _____ Date 2/1/07

Subscribed and sworn to before me this 1st day of February,

20 07, at Oil City Venango County.

Kimberly A Scott

Commissioner of the Superior Court
Notary Public
My commission expires Nov 15, 2008

AAB
10/4/07

EXHIBIT F

ADDITIONAL RENT

The LESSEE shall pay as additional rent One Hundred percent (100%) of any real property tax increases on the Total Premises during the term of occupancy that exceed the Base Taxes. The term Base Taxes is defined as those taxes levied on the Total Premises pursuant to the assessed value in effect on the date following the first 100% assessment of the Total Premises with the Demised Premises as improved for the LESSEE, provided that:

(a) none of the escalation provisions in this Exhibit shall apply unless and until the LESSOR is in compliance with each and every renovation and improvement provision of this lease. In no event shall the LESSEE be liable for any tax increase based on a partial tax assessment in any tax year.

(b) such real property tax increase includes an assessment of the property as fully improved in accordance with the approved plans and specifications and further reflects the termination of any municipal action or program to "phase-in" or "abate" taxes by the temporary reduction of the assessment or the direct reduction of real property taxes on the subject property;

(c) in no event shall the LESSEE be obligated, required or liable to pay as additional rent, or otherwise, any such real property tax increases attributed to alterations, additions, improvements or any other changes made to the Demised Premises for the sole benefit of parties other than the LESSEE;

(d) any such additional rental payment shall be established on the Town of Danbury's 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;

(e) the LESSEE shall be relieved of all liability for increased taxes based on any revaluation of the Demised Premises by the municipality unless the LESSOR gives written notice by certified mail to the Commissioner of the Department of Public Works 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. In the event that the LESSOR contests any such revaluation without written consent of the commissioner, the LESSEE shall not be responsible for any costs incurred by the LESSOR in contesting such revaluation;

10/4/07

(f) 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; and

(g) real property tax decreases, if any, based on the above shall be credited to the rent account of the LESSEE.

Subsequent to the satisfaction or occurrence of items (a) and (b) of this Exhibit, the LESSOR shall forward to the Department of Public Works and the State Properties Review Board, as per Article 10 (Notices), a certification by the assessor as to the assessed valuation of the Total Premises for the first assessment year in which 100% of the Demised Premises as improved for the LESSEE has been assessed for real estate tax purposes by the municipality.

10/4/07

EXHIBIT G

CONSENT TO ASSIGNMENT

Name of LESSOR/Assignor: NAME OF LESSOR

Name of Assignee: NAME OF ASSIGNEE

Name of Lessee: State of Connecticut

Leased Premises COMPLETE ADDRESS OF PROPERTY

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 NAME OF DPW AGENT, its TITLE OF DPW AGENT, 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.

RD
10/4/07

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

NAME OF LESSOR

_____
By:
Its:
Date _____

NAME OF ASSIGNEE

_____
By:
Its:
Date _____

LESSEE:
STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC WORKS

_____
By:
Its:
Date _____

Approved:
STATE PROPERTIES REVIEW BOARD

_____
By:
Its:
Date _____

Approved:
ATTORNEY GENERAL

_____
William B. Gundling
Associate Attorney General
Date _____

DAP
10/4/07

EXHIBIT K

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (the "Agreement") is made by and among the STATE OF CONNECTICUT, acting by James T. Fleming, its Commissioner of Public Works, duly authorized pursuant to Sections 4-8 and 4b-30 of the Connecticut General Statutes (the "Lessee"), _____, a _____, having an address of _____ (the "Lender"), and _____, a _____, having an address of _____ (the "Lessor").

WITNESSETH:

WHEREAS, the Lender has extended or is about to extend a loan to the Lessor, which loan is to be secured by a mortgage (the "Mortgage") on certain real property owned by the Lessor located at _____ , and more particularly described in Exhibit A-1 attached hereto and made a part hereof (the "Mortgaged Premises");

WHEREAS, the Lessee and the Lessor entered into a certain lease (the "Lease") approved by the Attorney General of the State of Connecticut on _____, 200__ whereby the Lessee leases _____ located at the Mortgaged Premises (the "Leased Premises"); and

WHEREAS, the parties desire to establish certain rights among them.

NOW, THEREFORE, in consideration of the mutual promises herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby agree as follows:

1. Subordination. The Lease is, and all of the Lessee's rights therein are, hereby made and shall at all times continue to be subject and subordinate to the Mortgage and to any and all renewals, modifications, extensions, substitutions, replacements and/or consolidations thereof.

2. Payment of Rent. In the event the Lender notifies the Lessee in writing of a default under the Mortgage, and demands that the Lessee pay its rent under the Lease to the Lender, the Lessee agrees that it will honor such demand.

3. Non-Disturbance. So long as the Lessee is not in material default under the Lease, beyond any period given the Lessee to cure such default, the Lender shall not disturb the Lessee's possession and occupancy of the Leased Premises and the Lessee's rights and privileges under the Lease, or any extension or renewal thereof which may be effected in accordance with the terms of the Lease, and the Lender shall not join the Lessee as a party defendant in any action or proceeding brought to enforce or foreclose the Mortgage.

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4. Attornment. If the interests of the Lessor in that portion of the Mortgaged Premises that constitutes the Leased Premises shall vest in the Lender by reason of foreclosure or other proceedings brought by it, or in any other manner, the Lessee shall attorn to the Lender, or any purchaser of the Leased Premises in foreclosure, or any grantee under a conveyance in lieu of or subsequent to foreclosure (hereinafter a "Transferee"), and the successors and assigns of any such party, as its new lessor, and the Lease shall continue in full force and effect as a direct lease between the Lessee and the Lender or Transferee upon all the terms, covenants, conditions and agreements set forth in the Lease and any extensions or renewals thereof. Said attornment shall be effective and self-operative without the execution of any further instruments on the part of any of the parties hereto, immediately upon the Lender or Transferee succeeding to the interests of the Lessor under the Lease. The respective rights and obligations of the Lessee and the Lender or Transferee upon such attornment, to the extent of the then remaining balance of the term of the Lease and any extensions or renewals thereof, shall be the same as now set forth therein, it being the intention of the parties hereto for this purpose to incorporate the Lease in this Agreement by reference with the same force and effect as if set forth herein.

5. Lessor Default. The Lessee agrees to give the Lender written notice of any Lessor default simultaneously with the giving of such notice to the Lessor. The Lessee hereby covenants and agrees that in the event of a default by the Lessor under the Lease that the Lessor does not cure within the time period permitted by the Lease, provided such default is not a failure of an essential system rendering the Leased Premises untenantable or is otherwise an emergency condition, the Lessee, before exercising any rights it may have under the Lease, or otherwise, shall first notify the Lender of the Lessor's failure to cure and shall give the Lender, commencing as of the date of such notice, the same rights (but not the obligations) as are given to the Lessor under the Lease to cure. In the event the Lender cures such default in accordance with the provisions of the Lease, such default of the Lessor shall be deemed cured.

6. Notice. All notices under this Agreement to either party shall be in writing and shall be transmitted by certified mail, return receipt requested, postage prepaid, by nationally recognized overnight delivery service, or by facsimile (with transmission confirmation) and a follow up by first class mail, postage prepaid, and addressed to the Lender as follows:

_____
_____
_____
_____,

addressed to the Lessee as follows:

Commissioner
Department of Public Works
165 Capitol Avenue
State Office Building, Room 427
Hartford, Connecticut 06106-1630,

MP
10/4/07

with a copy to:

Administrator, Leasing and Property Transfer
Department of Public Works
165 Capitol Avenue
State Office Building, Room G-1
Hartford, Connecticut 06106-1630, and

addressed to the Lessor as follows:

_____
_____
_____
_____,

or such other address as a party may designate by written notice.

7. Miscellaneous.

7.1 The rights and obligations of the parties to this Agreement shall inure to themselves, their successors and assigns including, without limitation, a Transferee; provided, however, that in the event of an assignment or transfer of the Lender's interest, all obligations and liabilities of the Lender shall terminate and such obligations and liabilities shall be the responsibility of said assignee or transferee, except (a) such as may arise from Lender's possession of pre-paid rent or a security deposit, or (b) such as may have arisen from a breach by Lender of any terms, covenants or conditions of the Lease during such period as the Lender was the owner of and in possession of the Mortgaged Premises.

7.2 No modification or amendment to this Agreement shall be binding unless set forth in a writing, duly signed by the parties, and approved in writing by the Attorney General of the State of Connecticut.

7.3 This Agreement shall be governed by the laws of the State of Connecticut, without giving effect to its principles of conflicts of laws.

7.4 If for any reason the terms of this Agreement or any substantive provision thereof, shall be found to be unenforceable, illegal or in violation of public policy, this Agreement, shall automatically be amended to conform to the applicable decision, and the Lessee and the Lender expressly agree to execute any amendments necessary to effectuate the goals and purposes of this Agreement.

7.5 The parties acknowledge and agree that nothing in this Agreement shall be construed as a waiver by the Lessee of any powers, 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 Agreement. To the extent that this provision conflicts with any other provision hereunder, this provision shall govern.

10/4/07

7.6 Except as expressly provided for herein, no provision of this Agreement shall be deemed to relieve the Lessor of any obligations to the Lessee under the Lease.

7.7 This Agreement may be recorded by any party hereto in the land records of the municipality in which the Leased Premises are located.

[Intentionally left blank. Signature page follows.]

BAP
10/4/07