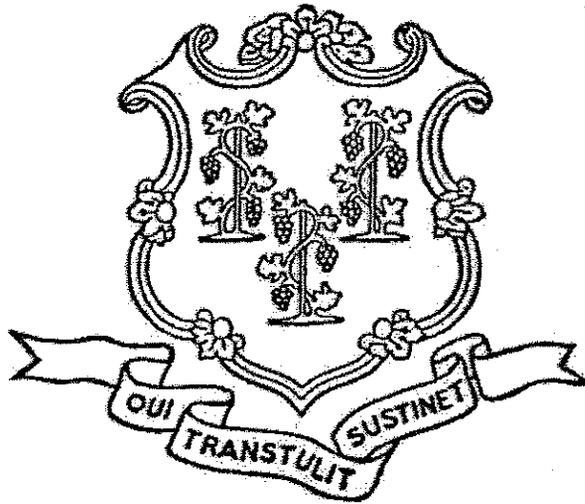


STATE OF CONNECTICUT



LEASE

Agency: Offices of the Attorney General, Treasurer and Comptroller
55 Elm Street, Hartford, CT

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STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC WORKS (DPW)

This lease is entered into as of the 23 day of May, 2005, by and between ALKON ELM STREET, LLC ("LESSOR"), owner of the Demised Premises, defined in Section 1.01 below, whose address is c/o Konover Office & Commercial Corporation, 342 North Main Street, Suite 200, West Hartford, Connecticut 06117, acting herein by: SK Commercial Corporation, its Manager, by Donald S. Gershman, Its Executive Vice President, 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, and 4b-24, 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 of, and leases unto the LESSEE, 204,779 net usable square feet, as defined in Exhibit B (Affidavit of Net Usable Square Feet of Demised Premises), situated at 55 Elm Street, Hartford, 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 such 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 attests to the aforesaid net usable square feet pursuant to the scaleable floor plans, attached as Exhibit A (Demised Premises Floor Plan) and drawn to a minimum scale of 1/8" = 1'-0" that show the Demised Premises on the basement (22,423 nuf), 1st (19,786 nuf), 2nd (21,363 nuf), 3rd (22,310 nuf), 4th (22,588 nuf), 5th (22,367 nuf), 6th (22,562 nuf), 7th (21,801 nuf), and Annex Floors 1-4 (29,579 nuf). The Demised Premises includes (a) the right to use three hundred seventy-six (376) paved, striped, lighted and maintained reserved parking spaces, with security acceptable to LESSEE, located at 55 Elm Street, Hartford, Connecticut and adjacent parking lots, at no additional fixed base rent, and (b) in addition, the LESSEE shall lease up to seventy-nine (79) parking spaces from the LESSOR, at a cost of \$65.00 per space per month, which monthly amount shall increase by 3.5% per year on each anniversary of the

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Commencement Date. As of the Commencement Date, the LESSEE shall lease seventy-nine (79) parking spaces under this paragraph (b). The LESSEE shall thereafter have the right to increase or decrease the number of parking spaces leased under this paragraph (b), on each anniversary of the Commencement Date, upon not less than sixty (60) days prior written notice to the LESSOR (provided that in no event shall the LESSEE have the right to lease more than seventy-nine (79) parking spaces under this paragraph (b)). All parking provided to the LESSEE hereunder shall comply with all applicable laws, ordinances and regulations.

The LESSOR shall have the right from time to time upon not less than ninety (90) days prior written notice to the LESSEE to relocate any or all of the parking spaces provided for in this Section 1.01 to one or more surface parking lots or parking garages that are owned by the LESSOR or an affiliate of the LESSOR and are within the areas shown on Exhibit A-2 attached hereto, provided that the LESSEE shall always have the right to park twenty-seven (27) cars within the areas shown as "Courtyard Area" on Exhibit A-2 attached hereto and provided further that at least seven (7) visitor parking spaces shall always be maintained in their present location as shown on Exhibit A-2 attached hereto or within one hundred (100) feet of the 55 Elm Street building. Any relocated parking spaces shall be paved, lit and fenced in a manner comparable to the existing parking lot behind the 55 Elm Street building. In no event shall the LESSEE pay more for Taxes, Insurance Costs or Utility Costs as a result of any relocation of parking spaces hereunder.

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 rent on the first day of each month in advance of: (a) for the period from the Commencement Date until the Rent Commencement Date, Three Million Four Hundred Sixty-eight Thousand Six Hundred Dollars and 00/100 (\$3,468,600.00) per year, payable in equal monthly installments of Two Hundred Eighty-Nine Thousand Fifty Dollars and 00/100 (\$289,050.00), (b) Three Million Seven Hundred Ten Thousand Four Hundred Dollars and 00/100 (\$3,710,400.00) per year, payable in equal monthly installments of Three Hundred Nine Thousand Two Hundred Dollars and 00/100 (\$309,200.00) for the three (3) year period commencing on the Rent Commencement Date, (c) Four Million One Hundred Seventy-Four Thousand Two Hundred Dollars and 00/100 (\$4,174,200.00) per year, payable in equal monthly installments of Three Hundred Forty Seven Thousand Eight Hundred Fifty Dollars and 00/100 (\$347,850.00) for the fourth (4th), fifth (5th) and sixth (6th) years after the Rent Commencement Date, and (d) Four Million Six Hundred Ninety-Five Thousand Nine Hundred Seventy-Five Dollars and 00/100 (\$4,695,975.00) per year, payable in equal monthly installments of Three Hundred Ninety-One Thousand Three Hundred Thirty-One Dollars and 25/100 (\$391,331.25) for the seventh (7th), eight (8th) and ninth (9th) years after the Rent Commencement Date and (e) Five Million Two Hundred Eighty-Two Thousand Nine Hundred Seventy-Two Dollars and 00/100 (\$5,282,972.00) per year, payable in equal monthly installments of Four Hundred Forty Thousand Two Hundred Forty-Seven Dollars and 67/100 (\$440,247.67) for the tenth (10th) year after the Rent Commencement Date. A LESSOR'S allowance of Five Million One Hundred Eighty-Two Thousand Eight Hundred Dollars and 00/100 (\$5,182,800.00) shall be included as part of the said fixed base rent. Such \$5,182,800.00 amount includes an estimate of the LESSOR'S Work and the T.I. Work (both defined in Exhibit C attached hereto), and does not in any way imply that there is any cap or limit on the LESSOR's cost obligation with

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respect to the LESSOR's Work. 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 INTENTIONALLY OMITTED

2.03 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 on the Rent Commencement Date.

Notwithstanding anything in the foregoing paragraph or in Exhibit F to the contrary, during the period from the Commencement Date to the Rent Commencement Date, the LESSEE shall pay 100% of any increase in, or receive a credit for 100% of any decrease in, (i) Operating Expenses (cleaning [consisting of general building, windows, restroom supplies/materials and carpet line items relating to cleaning], repairs and maintenance [consisting of payroll-engineers, trash removal, electrical, lamps/ballast, elevator, HVAC including supplies, miscellaneous repair and service, exterminating, signage, painting, parking lot and garage repairs, exterior repairs, plumbing repairs, plumbing supplies and materials, roof, fire/life safety, parking lot sweeping, other supplies and materials, locks and keys and other windows and doors line items relating to repairs and maintenance], grounds [consisting of exterior, snow removal and plant maintenance line items relating to grounds] and general and administrative [consisting of payroll-building manager, payroll-admin staff, telephone, office supplies, office equipment/furniture, licenses/fees, postage, accounting and management fees line items relating to general administrative] in excess of or below Operating Expenses for a 1994 base year (\$768,438.00), (ii) Real Estate Taxes in excess of or below Real Estate Taxes for a 1994 base year (\$730,129.00), (iii) Insurance in excess of or below Insurance costs for a 1994 base year (\$32,147.00), and (iv) Utilities in excess of or below Utility costs for a 1994 base year (\$473,311.00), all of which shall be pro-rated for any partial years. The LESSEE hereby approves S/L/A/M Architects to perform space planning work, the costs of which will be included in Operating Expenses pursuant to this paragraph. Operating Expenses under this paragraph shall not include any costs incurred by the LESSOR to fulfill its obligations under Section 5.01 of this lease or under Exhibit C to this lease.

ARTICLE 3: TERM OF LEASE

3.01 LEASE TERM

The LESSEE is to have and to hold the Demised Premises with their appurtenances for a term commencing on November 30, 2004 (the "Commencement Date") and ending ten (10) years after the Rent Commencement Date. The "Rent Commencement Date" shall be the date of the LESSEE's acceptance of the Base Work (defined in Exhibit C) in accordance with Section III(n) of Exhibit C (Renovations and Improvements). In the event that the Effective Date of this lease (defined in Exhibit C attached hereto) is after November 30, 2004, the Commencement Date shall remain November 30, 2004 and the effectiveness of this lease shall be retroactive to November 30, 2004.

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3.02 INTENTIONALLY OMITTED

3.03 RENEWAL OPTION

This lease may be renewed at the option of the LESSEE for five (5) years at the fixed base rent of: (a) Five Million Two Hundred Eighty Three Thousand Six Hundred Nine and 60/100 (\$5,283,609.60) per year, payable in equal monthly installments of Four Hundred Forty - Thousand Three Hundred Dollars and 80/100 (\$440,300.80) for the first two (2) years of the first renewal term, and (b) Five Million Nine Hundred Forty Four Thousand Sixty and 80/100 (\$5,944,060.80) per year, payable in equal monthly installments of Four Hundred Ninety Five - Thousand Three Hundred Thirty Eight Dollars and 40/100 (\$495,338.40) for the third (3rd), fourth (4th) and fifth (5th) years of the first renewal term, provided that written notice is posted to the LESSOR at least one hundred eighty (180) 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 rent of (a) Six Million Six Hundred and Eighty-Six Thousand One Hundred Forty Dollars and 80/100 (\$6,686,140.80) per year, payable in equal monthly installments of, Five Hundred Fifty Seven Thousand One Hundred Seventy Eight Dollars and 40/100 (\$557,178.40) for the first three (3) years of the second renewal term, and (b) Seven Million Five Hundred Twenty-Four Thousand Six Hundred Ninety One Dollars and 20/100 (\$7,524,691.20) per year payable in equal monthly installments of Six Hundred Twenty-Seven Thousand Fifty-Seven Dollars and 60/100 (\$627,057.60) for the fourth (4th) and fifth (5th) years of the second renewal term, provided that written notice is posted to the LESSOR at least one hundred eighty (180) 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 this lease, the LESSEE may holdover on a month-to-month basis at 110% of the fixed base rent last in effect during the expired lease term, commencing on the first day of the holdover or ninety (90) days after written notice of such holdover, whichever is later (such notice may be given at any time prior to or after the expiration of the lease term), until six (6) months after the holdover commences, and at 150% of such fixed base rent for any holdover beyond six (6) months after the holdover commences. The LESSEE in turn shall give such notice to the State Properties Review Board, but its failure to do so shall not affect the validity of the LESSOR's notice to the LESSEE. Any such holdover shall otherwise be subject to the terms, conditions and covenants contained in the lease prior to the expiration or termination. The rental shall be prorated during the said holdover period.

3.05 SUBLEASE OR ASSIGNMENT

The LESSEE may utilize the Demised Premises for any governmental or quasi-governmental purpose and sublet all or any part of the Demised Premises or assign this lease to another governmental or quasi-governmental entity at any time. In addition, the LESSEE may sublease all or any part of the Demised Premises or assign this lease to a non-governmental entity or individual at any time, with the prior written consent of the LESSOR, which consent shall not be unreasonably withheld or delayed, provided that the subtenant or assignee is consistent, in terms of use, reputation, creditworthiness and other similar considerations, with a first class office

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building. 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: (a) the non-discrimination provisions set forth in Article 18 (Nondiscrimination Provisions) of this lease; (b) Title 4b, Chapter 60a, of the Connecticut General Statutes concerning security for State facilities; (c) State building and life safety codes; and (d) the Americans with Disabilities Act of 1990, as it may be amended from time to time (the "ADA"). Failure to comply with any of the above shall constitute a default by the LESSOR and the LESSEE may take any and all actions as are permitted by law.

4.02 CONDITION OF THE DEMISED PREMISES

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

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4.03 ENVIRONMENTAL AFFIDAVIT

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. Execution of this lease by the LESSEE shall constitute satisfaction of this Section 4.03 by the LESSOR.

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 at no cost to the LESSEE. Such obligation shall not apply to equipment owned or leased by the LESSEE, including the specialized HVAC equipment that serves the cafeteria, computer rooms, telecom rooms and utility rooms in the Demised Premises, or the special fire/life safety/security equipment for the computer rooms in the Demised Premises. 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, other than in an emergency. 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

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the LESSOR for any repairs and/or replacements.

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

If the LESSOR fails to make any repairs, replacements and/or work within twenty-four (24) hours after the date of written notice of same from the LESSEE in the case of essential systems or seven (7) days after the date of written notice from the LESSEE in the case of repairs, replacements and/or work to non-essential systems, the LESSEE in its discretion and without further notice to the LESSOR may make the repairs, replacements and/or work in which event the LESSOR shall reimburse the LESSEE for the reasonable cost thereof and expenses connected therewith, subject to Section 4.10 hereof, and may recover all or any portion of such cost and expenses by appropriate means.

Notwithstanding the aforesaid, if the failure to perform any of the repairs, replacements or work constitutes a hazard to any part of the Demised Premises or any person, then the LESSEE may immediately cause such hazardous conditions to be corrected, without written notice to the LESSOR in which event the LESSOR shall reimburse the LESSEE for the reasonable costs and expenses thereof, subject to Section 4.10 hereof.

4.06 CARPETING AND REPAINTING

The LESSOR shall replace carpeting every 5 years within ninety (90) days of the anniversary date of the Rent Commencement Date, 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 or telephone 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, or equivalent (subject to the LESSEE's reasonable approval), 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, or equivalent (subject to the LESSEE's reasonable approval), latex paint and complete said painting within ninety (90) days of the fifth (5th) anniversary date of the Rent Commencement Date, and complete thorough touch up within ninety (90) days of the third lease anniversary date following such initial painting, all at its sole cost and expense. The LESSOR shall move all furniture, fixtures and equipment at its sole cost and expense. The LESSOR shall not be responsible for the moving of the LESSEE'S computer, data or telephone equipment or the

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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.

Notwithstanding anything in this Section 4.06 to the contrary, in no event shall the LESSOR be obligated to spend, in order to fulfill its obligation regarding paint and carpet under this Section 4.06, more than \$1,071,378.00 (which amount is intended to cover the entire Demised Premises) five (5) years after the Rent Commencement Date, which amount shall increase by 10% every five (5) years thereafter. In the event that the cost of paint and carpet exceeds any such maximum amount, the LESSOR shall be obligated to spend up to the applicable maximum amount, but not more, and in addition, the LESSEE shall have the right to (i) fund any excess above such maximum amount in a lump sum, (ii) change the specifications of the paint and/or carpet to reduce the costs to the maximum amount, and/or (iii) instruct the LESSOR to only paint and carpet the Demised Premises to the extent of such maximum amount.

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. The LESSOR shall comply with any renovations required to complete security modifications including those associated with 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.

Notwithstanding anything in this lease to the contrary, the LESSOR shall have no obligation to provide any security (including without limitation equipment, devices; personnel, policies, services or procedures or any modifications to the same) to the Demised Premises.

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4.08 DEFAULT

Failure to prepare, maintain, service, repair or replace equipment as required under this lease shall constitute a default by the LESSOR. If all or part of the Demised Premises becomes unfit for use for the purposes leased, such shall also constitute a default by the LESSOR. In either case, the LESSEE, in its discretion, may, subject to Section 4.10 hereof, pursue any remedies allowed by law. For any period that the Demised Premises or any part thereof is unfit for the purposes leased due to the LESSOR's default under this Lease, the rent shall be abated in proportion to the area determined by the LESSEE to be unfit for use.

4.09 FAILURE TO FULFILL OTHER OBLIGATIONS

If the LESSOR has any other obligations under this lease that the LESSOR fails to fulfill within ten (10) days after the date of notice from the LESSEE, the LESSEE upon such failure may, subject to Section 4.10 hereof, fulfill such obligations itself in which event the LESSOR shall reimburse the LESSEE for the reasonable costs and expenses thereof, and the LESSEE may recover all or any portion of such costs and expenses by appropriate means. If any essential service or utility is interrupted for any reason for more than four consecutive business days, Base Rent and Additional Rent shall equitably abate until the service or utility is fully restored.

4.10 TENANT'S RIGHTS

If the LESSOR fails to fulfill any of its obligations under this lease, and the LESSEE notifies the LESSOR in writing of such failure, which notice the LESSEE shall be required to send to the LESSOR (with a copy of such notice being simultaneously sent to the LESSOR'S first mortgagee) and the LESSOR or the LESSOR'S first mortgagee fails to either (a) contest such failure in good faith within thirty (30) days after receipt of written notice thereof from the LESSEE, or (b) cure the failure within thirty (30) days after the later of (i) receipt of written notice thereof from the LESSEE or (ii) resolution of any good faith contest under (a) above in the LESSEE'S favor, or, if such cure will reasonably take longer than thirty (30) days, commence the cure within said thirty (30) day period and diligently prosecute the same to completion, then the LESSEE may cure such failure itself, in which event the LESSEE may deduct the reasonable costs and expenses of such cure against fixed base rent thereafter due under this lease, provided that in no event shall the LESSEE deduct said cost and expenses against more than 20% of any one monthly installment of fixed base rent, except that during the last 180 days of the term of this lease (if the LESSEE has not exercised a renewal option), the LESSEE may deduct more than 20% of monthly installments of fixed base rent to the extent that the LESSEE would not be able to fully recover the costs and expenses incurred by the LESSEE by only deducting 20%. Notwithstanding the foregoing, if the LESSOR fails to fulfill any of its obligations under this lease and an emergency exists (i.e., a situation where there is imminent threat of harm to persons or material damage to property), then the thirty (30) day period set forth above shall be two (2) business days. In no event shall the LESSOR be in default under this lease, for any purpose under this lease, unless the cure periods in this Section 4.10 have expired. If the LESSOR and the LESSEE cannot resolve any good faith contest referred to

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above, then the LESSOR shall agree to have such contest resolved by any reasonable resolution mechanism that the LESSEE shall propose.

In addition to the right to cure a failure by the LESSOR pursuant to the foregoing paragraph, if the LESSOR fails to fulfill any of its obligations under this lease beyond the cure/contest periods set forth in the foregoing paragraph, the LESSOR shall pay the LESSEE \$ 500.00 per day for each day after the expiration of the cure/contest period, until the failure is cured, which amount shall be an administrative fee to the LESSEE in consideration of the added costs that the LESSEE will incur as a result of the delay in the performance of such obligations. If the LESSOR fails to pay such administrative fee within thirty (30) days after receipt of an invoice from the LESSEE, then the LESSEE may deduct such administrative fee against fixed base rent thereafter due under this lease, provided that in no event shall the LESSEE deduct such administrative fee against more than 20% of any one monthly installment of fixed base rent, except that during the last 180 days of the term of this lease (if the LESSEE has not exercised a renewal option), the LESSEE may deduct more than 20% of monthly installments of fixed base rent to the extent that the LESSEE would not be able to fully recover such administrative fee by only deducting 20%. The LESSEE's right to obtain such administrative fee shall not limit the LESSEE's right to obtain from the LESSOR any other damages that the LESSEE shall suffer as a result of the LESSOR's failure to fulfill any obligations under this lease.

In no event shall the effect of the LESSEE's offset rights under the preceding two paragraphs combined total more than 20% of any one monthly installment of fixed base rent, except during the last 180 days of the term of this lease as set forth in said two paragraphs.

ARTICLE 5: DEMISED PREMISES PREPARATION -MINIMUM REQUIREMENTS

5.01 MINIMUM REQUIREMENTS

Prior to the Rent Commencement Date, all of the following shall be completed at the LESSOR's cost: 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 (other than receptacles that are part of the LESSEE's furniture, fixtures and equipment, such as in modular furniture, power poles or a LESSEE installed floor raceway system) shall be code conforming (subject to grandfathering, as set forth in Section II (b) of Exhibit C to this lease); all lighting shall be operational and lamps replaced as needed; 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 except for the LESSEE's security locking system (which is the LESSEE's responsibility); 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 or by an in house licensed HVAC technician; 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. All work performed by the LESSOR under this Section 5.01 shall comply with the Connecticut Basic Building Code to the extent applicable. 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

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

The LESSEE and LESSOR shall confirm the Rent Commencement Date in writing no later than thirty (30) days after the same has occurred.

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 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

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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 and all damage to the real or personal property of the LESSEE at the Demised Premises caused by the negligent 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

The LESSEE shall not be liable to the LESSOR or to any person for any loss, injury or damage to any person or property occasioned by Force Majeure. The LESSOR shall not be liable for any interruption in or failure to furnish any services or utilities 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 (except as provided in Exhibit F attached hereto), 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

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aggregate) limit in all accidents during the lease term shall be a minimum of \$2,000,000.00. In addition, the LESSOR shall maintain at least \$5,000,000.00 of umbrella coverage. 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 restoration is to be performed by the LESSOR in accordance with Article 10A. 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 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

Notices from the LESSEE to the LESSOR shall be sufficient if delivered to the LESSOR or if sent by facsimile or certified mail, postage prepaid, addressed to the LESSOR at the address shown in this lease placed with the United States Postal Service, with a copy to Rogin, Nassau, Caplan, Lassman & Hirtle, LLC, CityPlace I, 22nd Floor, 185 Asylum Street, Hartford, Connecticut 06103 Attn: Peter S. Sorokin, Esq. Notices from the LESSOR to the LESSEE shall be sufficient if sent by facsimile or if placed with the United States Postal Service, certified mail, postage prepaid, addressed to the Commissioner, Department of Public Works, 165 Capitol Avenue, State Office Building, Hartford, Connecticut 06106-1630, with a copy to the Secretary of the Office of Policy and Management, 450 Capital Avenue, Hartford, CT 06106. Notices from the LESSOR to the State Properties Review Board shall be sufficient if sent in like manner as if to the LESSEE and to the same address.

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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 thirty (30) 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 thirty (30) 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.

10A.02 ABATEMENT OF RENT

If 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 by reason of such damage or destruction, then the fixed base rent

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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 Demised 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 Demised 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 untenable), 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 until the LESSEE, acting with due diligence, is able to locate, lease and relocate to another property, but not longer than twelve (12) months after such expiration date, during which time fixed base rent shall be apportioned based on the portion of the Demised Premises that remains tenantable.

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.

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.

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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 DEMISED PREMISES

If (a) more than 25% of the net usable square feet of the Demised 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 Demised 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. The LESSOR shall, at its sole cost and expense, make all necessary repairs or alterations to the Demised 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 final 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.

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ARTICLE 11: SUBORDINATION AND ATTORNMENT

11.01 SUBORDINATION

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

11.02 ATTORNMENT

In the event of any sale, assignment or foreclosure of the Demised Premises, the LESSEE shall attorn to the buyer of the Demised Premises, and in confirmation thereof, shall execute and deliver to the LESSOR an attornment agreement, attached hereto as Exhibit G (Attornment Agreement), but the LESSEE's failure to execute and deliver the Attornment Agreement shall not affect the LESSEES's agreement to attorn. No change in ownership shall be binding upon the LESSEE unless and until the LESSOR has furnished the LESSEE either the original instrument evidencing such transfer or a certified copy thereof.

11.03 QUIET ENJOYMENT

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

ARTICLE 12: ENTIRE AGREEMENT

12.01 ENTIRE AGREEMENT

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

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ARTICLE 13: STATE APPROVALS

13.01 STATE APPROVALS

This lease 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 this lease. No amendments or modifications to this lease, whatever the circumstances, shall 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 applicable 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 DEMISED PREMISES

15.01 TITLE TO DEMISED PREMISES

The LESSOR covenants that it or its affiliates, Alkon Capital Avenue, LLC and Alkon Hudson Street, LLC (ownership of which is identical to the ownership of the LESSOR) (with respect to certain parking areas only) are the owner in fee simple of the entire property on which the Demised Premises is located, including common and parking areas, where applicable, and of which the Demised Premises is a part. The Demised Premises shall not include any new buildings or other improvements that the LESSOR may develop on the 55 Elm Street land. The LESSOR also covenants and warrants to having good right to lease the Demised Premises and agrees to defend the title thereto and to reimburse and hold the LESSEE harmless from all damage and expenses which the LESSEE may suffer by reason of any restriction, encumbrance or defect in such marketable title. The LESSOR shall permit the LESSEE to occupy, possess and peacefully enjoy the Demised Premises without hindrance or molestation from the LESSOR or any other party or person claiming by, from or under the LESSOR.

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ARTICLE 16: FINANCIAL INTEREST

16.01 STATEMENT OF FINANCIAL INTEREST

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

16.02 AUDIT

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

ARTICLE 17: MISCELLANEOUS PROVISIONS

17.01 CONNECTICUT LAW

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

17.02 JOINT AND SEVERAL OBLIGATIONS

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

17.03 UNENFORCEABILITY AND AMBIGUITIES OF LEASE PROVISIONS

If for any reason the terms of this lease or any substantive provision thereof, shall be found to violate public policy or be ambiguous, unenforceable or illegal, this lease shall be amended to conform to the applicable decision, and the LESSOR and the LESSEE shall execute any amendments necessary to effectuate the goals and purposes of this lease as soon as possible. All such amendments shall be subject to the provisions of Article 13 (State Approvals) of this lease.

17.04 APPLICABLE EXHIBITS

Only exhibits A, A-1, A-2, B, C, C-1, C-2, D, E, F, and G are attached to and made a part of this lease.

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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, the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999 and the provisions of Executive Order No. One of Governor M. Jodi Rell promulgated July 1, 2004. 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.

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.

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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 LESSOR shall reimburse the LESSEE for the reasonable costs thereof, subject to Section 4.10 hereof .

17.12 RECORDATION

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

17.13 DEFINITION OF "DAYS"

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

17.14 HEADINGS

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

17.15 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 Demised 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.

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

3/10/05

Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for

employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Section 46a-56; (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts concerning the employment practices and procedures of the contractor which relate to the provisions of this section and Section 46a-56. The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with Section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

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

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

3/10/05
PAP

and Sections 46a-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 efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements. Determination of the contractor's good faith efforts shall include, but shall not be limited to, the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects. The contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

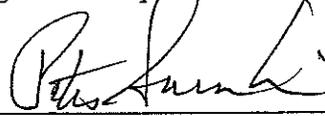
The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations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

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

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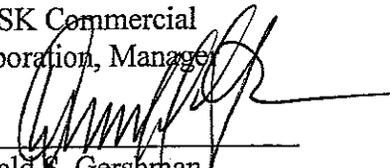
IN WITNESS WHEREOF, the parties have hereunto set their hands.

Signed in the presence of:



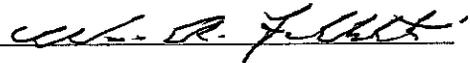
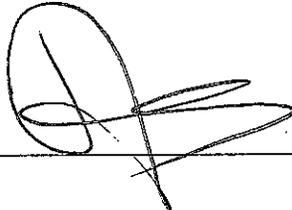

ALKON ELM STREET, LLC

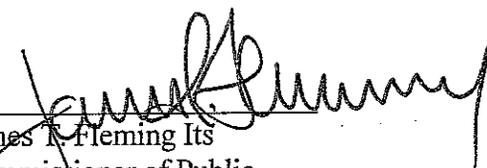
By: SK Commercial
Corporation, Manager

By: 
Donald S. Gershman
Its Executive Vice President

Date signed _____

STATE OF CONNECTICUT

By: 
James A. Fleming Its
Commissioner of Public
Works, Duly authorized

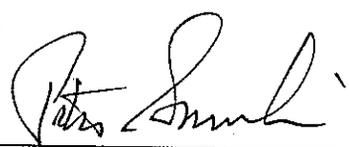
Date signed: 3/9/05

DAD
3/10/05

STATE OF CONNECTICUT)
) ss. Hartford
COUNTY OF HARTFORD)

On this the 4th day of March, 2005, before me, the undersigned officer, personally appeared, Donald S. Gershman, Executive Vice President of the SK Commercial Corporation, known to me (or satisfactorily proven) to be the Manager of Alkon Elm Street, LLC, a Connecticut limited liability company, whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes and consideration therein expressed in the capacity as therein provided as his free act and deed and that of the limited liability company.

In Witness Whereof I hereunto set my hand.

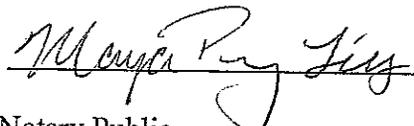


~~Notary Public/My Commission Expires:~~
Commissioner of the Superior Court

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

On this the 9th day of March, 2005, before me, the undersigned officer, personally appeared James T. Fleming, 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

JAP
3/10/05

Accepted only as an acknowledgement of the requesting agencies' awareness of the terms and conditions of the lease:

OFFICE OF THE ATTORNEY GENERAL

Richard Blumenthal 3/8/05
By: Richard Blumenthal, Attorney General

Date signed:

OFFICE OF THE TREASURER

Denise L. Nappier
By: Denise Nappier, State Treasurer

OFFICE OF THE COMPTROLLER

Nancy S. Wyman
By: Nancy S. Wyman, Comptroller

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

[Signature]
By: Its: *[Signature]*
Date signed: 2/11/05

Approved:
STATE PROPERTIES REVIEW
BOARD

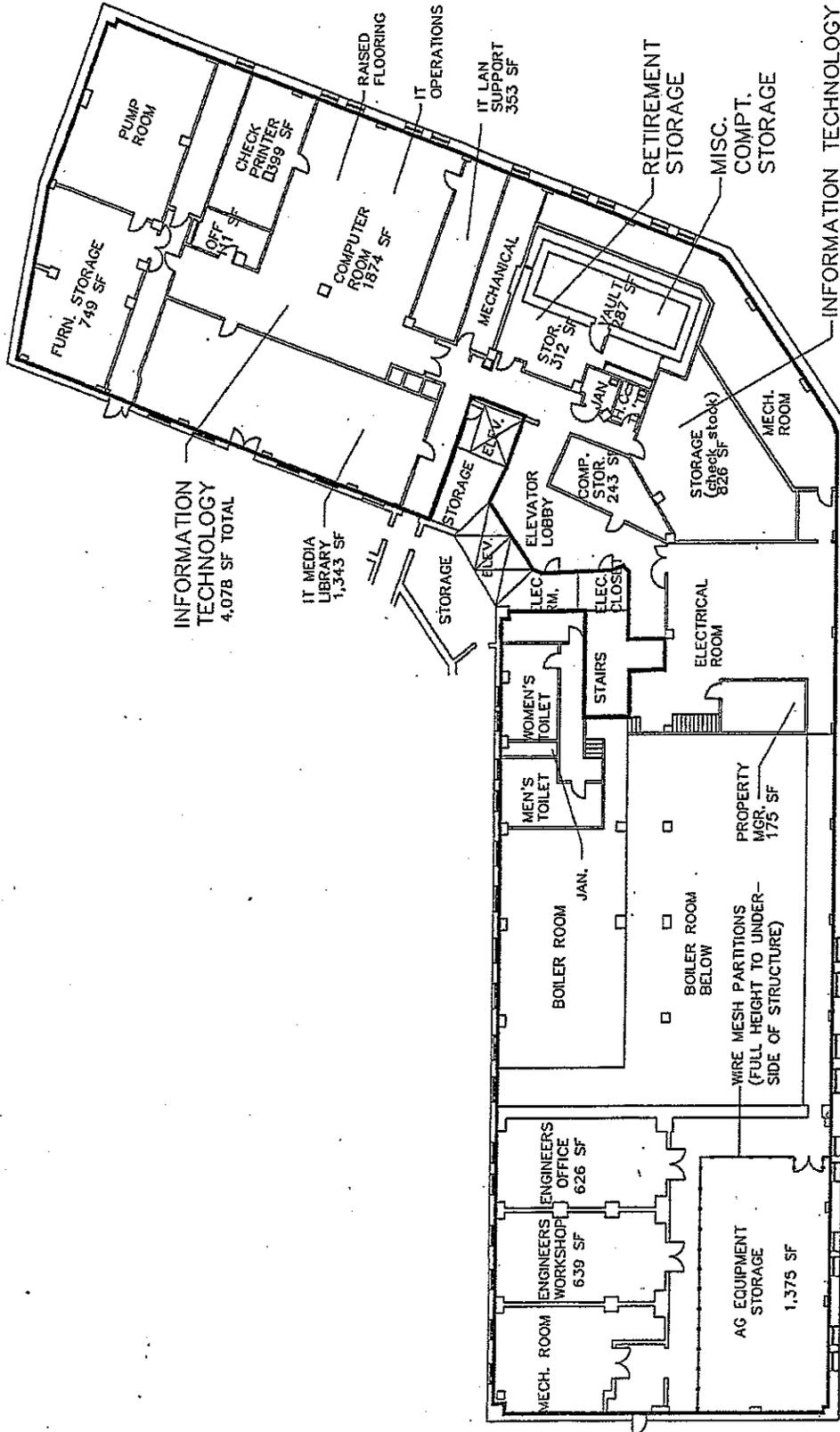
Rosquillo A. Pepe
By: Its: Date signed: 3/10/05

*SEE APPROVAL MEMO TO
COMM. FLEMING FROM
CHAIRMAN PEPE
DATED 3/10/05

*SEE APPROVAL MEMO TO
COMM. FLEMING FROM
CHAIRMAN PEPE
DATED 5/23/05
AP

Approved: ATTORNEY GENERAL
By William B. Gundling Associate Attorney General
Date signed: *William B. Gundling*
5/23/05

EXHIBIT A



COMPUTER CALC'D
22,423 SF.

EXISTING SPACE UTILIZATION PLAN
55 ELM STREET - GROUND FLOOR
AMENTA/EMMA ARCHITECTS, P.C.



KEY
ATTORNEY GENERAL
COMPTROLLER
TREASURER
ASSIGNED - SHARED

3/19/05



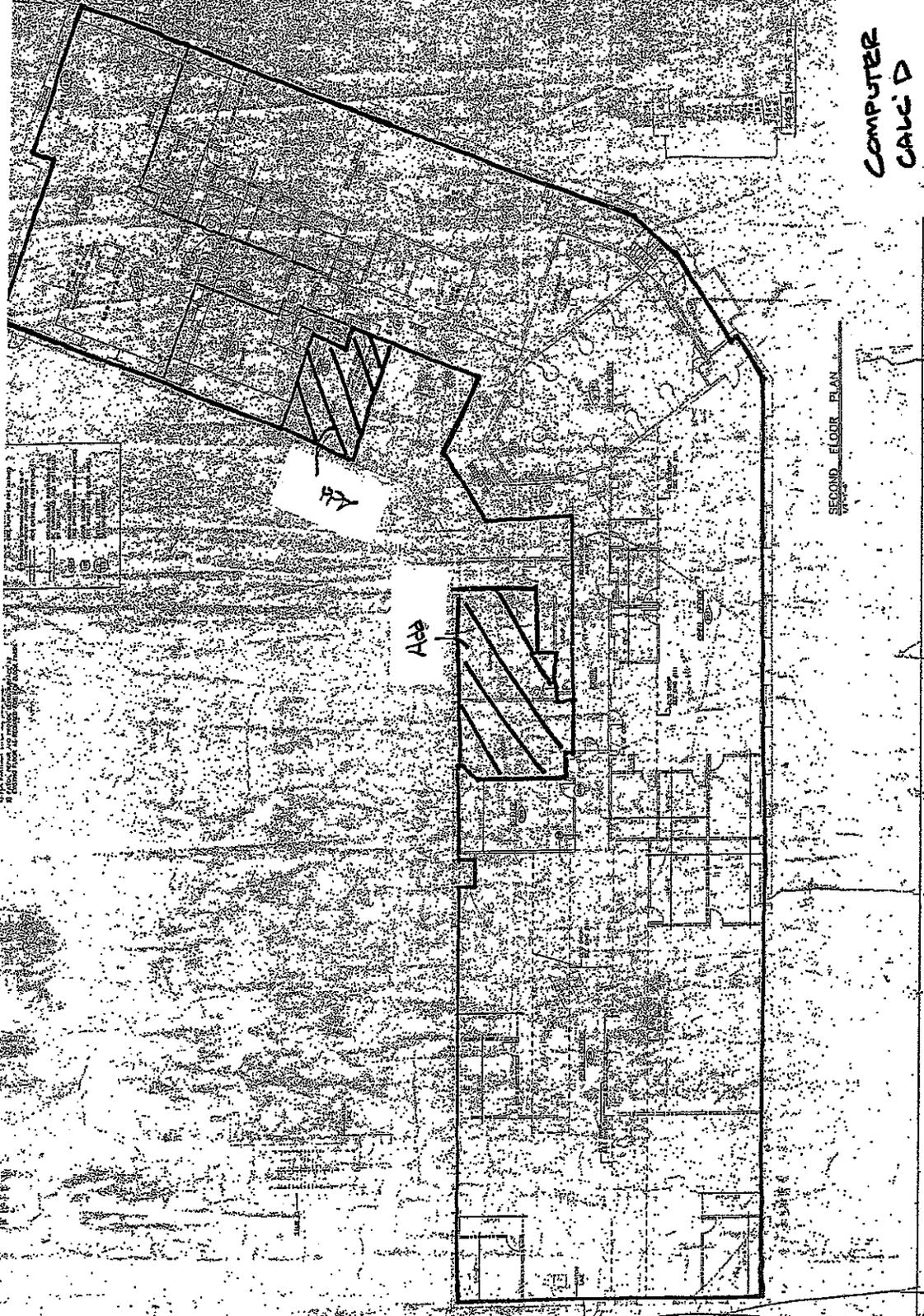
COMPUTER
CALC -
19,780 SF

FIRST FLOOR PLAN

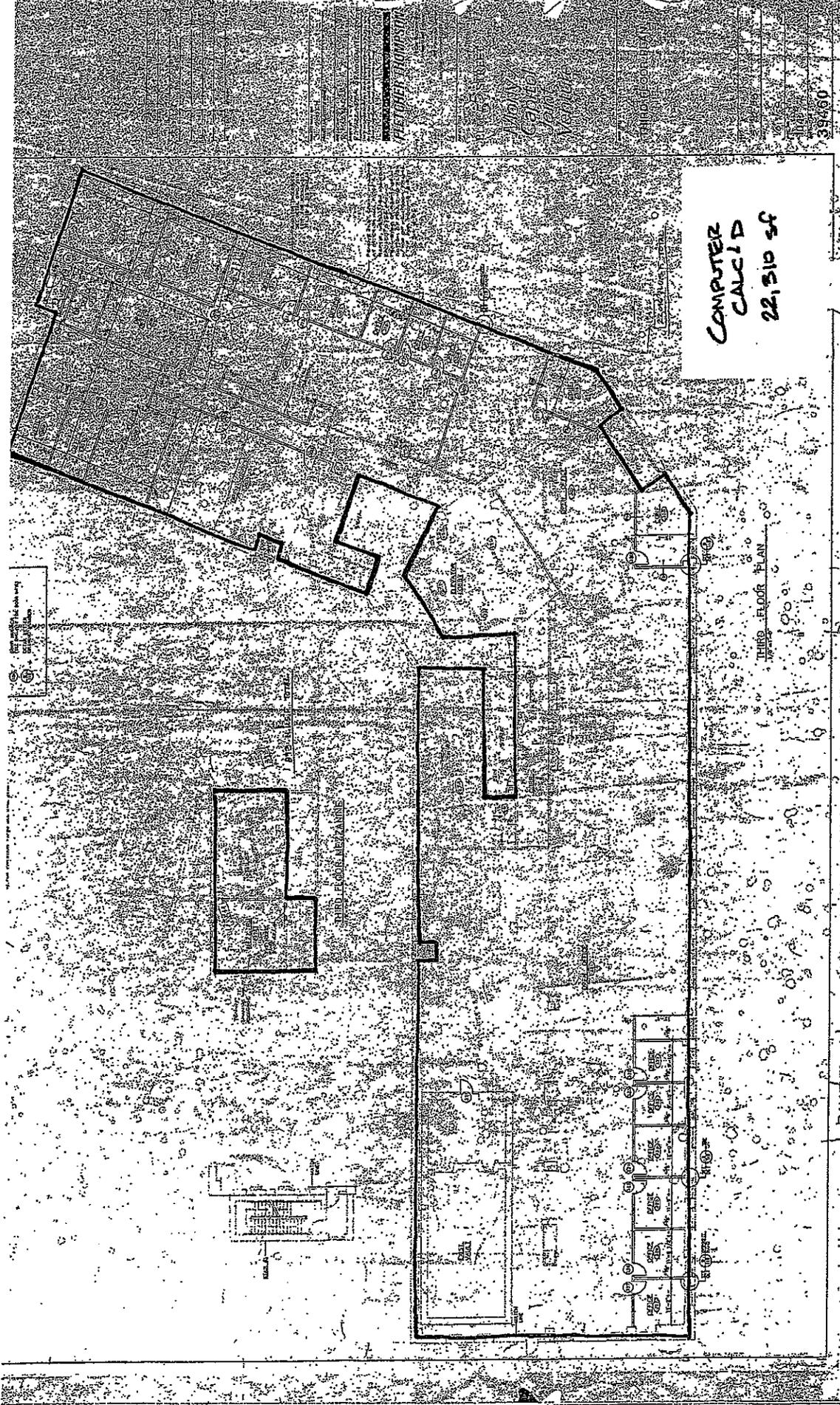
PAD
3/19/05

COMPUTER
CALC. D
21,863 SF.

SECOND FLOOR PLAN



PAP
3/12/05



COMPUTER
CALC'D
22,510 SF

THIRD FLOOR PLAN

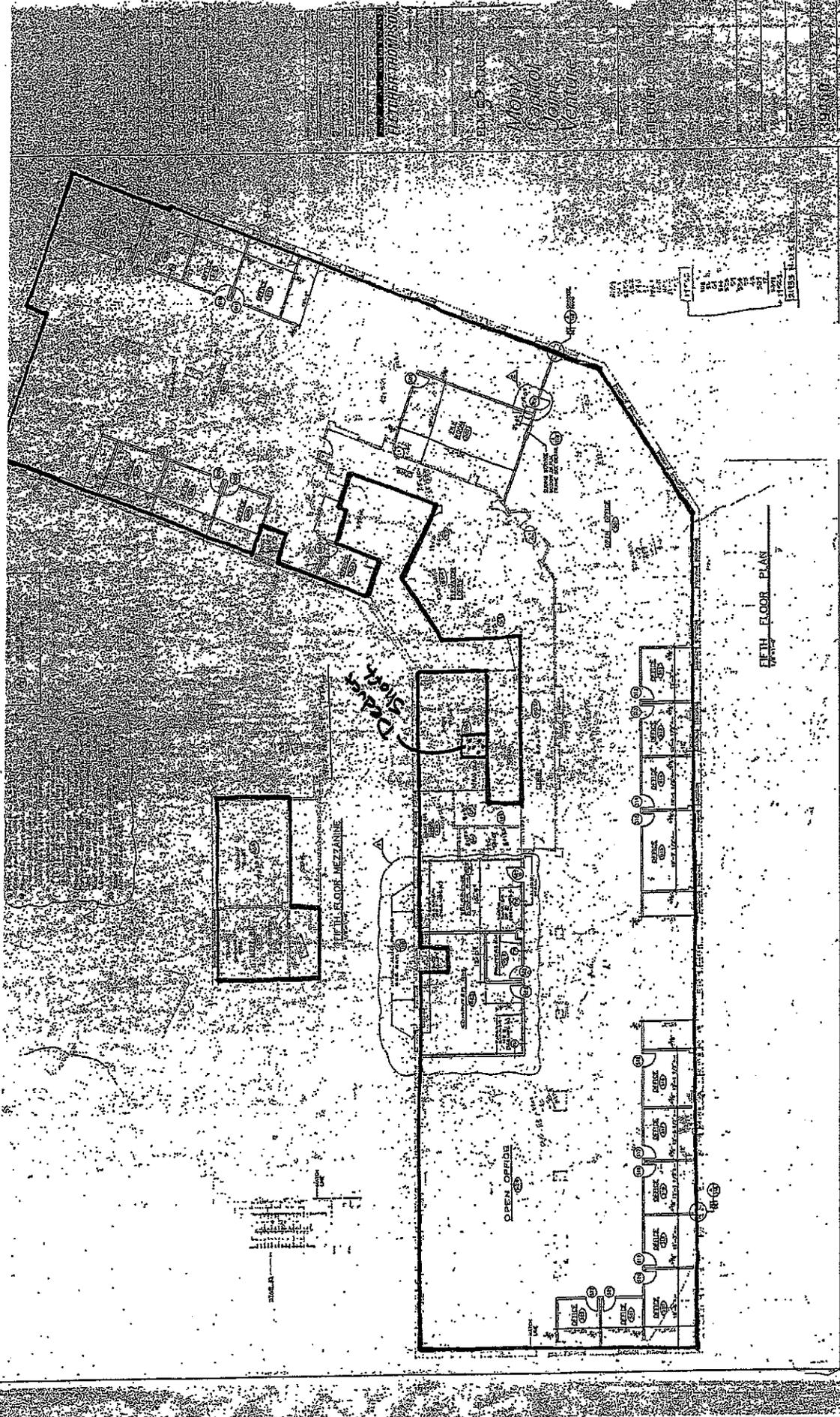
THIRD FLOOR MEZANINE

THIRD FLOOR

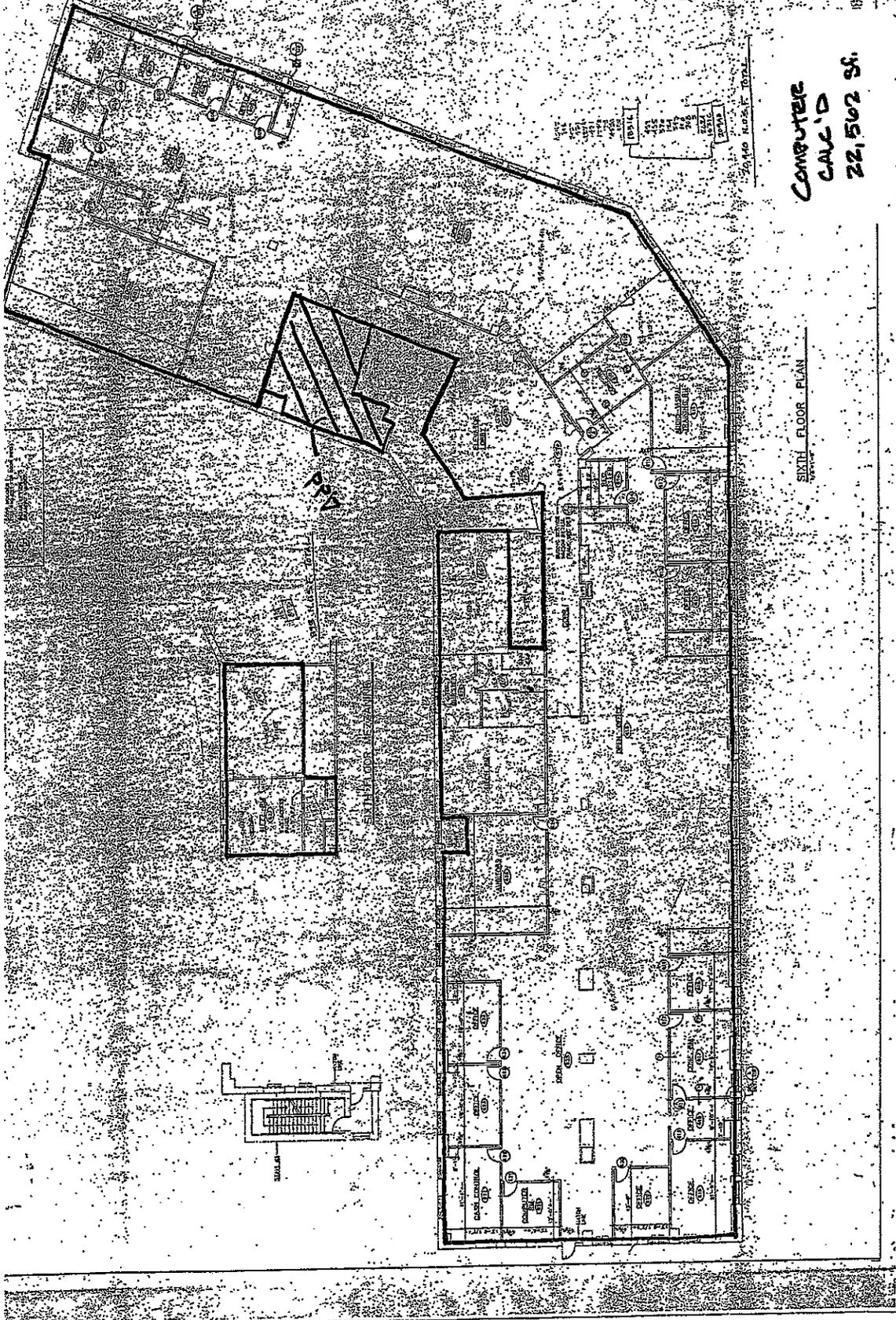
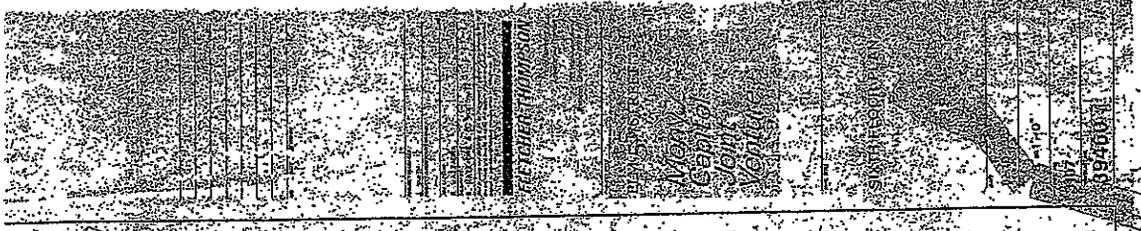
39760

3/10/05
PAP

COMPUTER
CALC'D
22,1267 SF



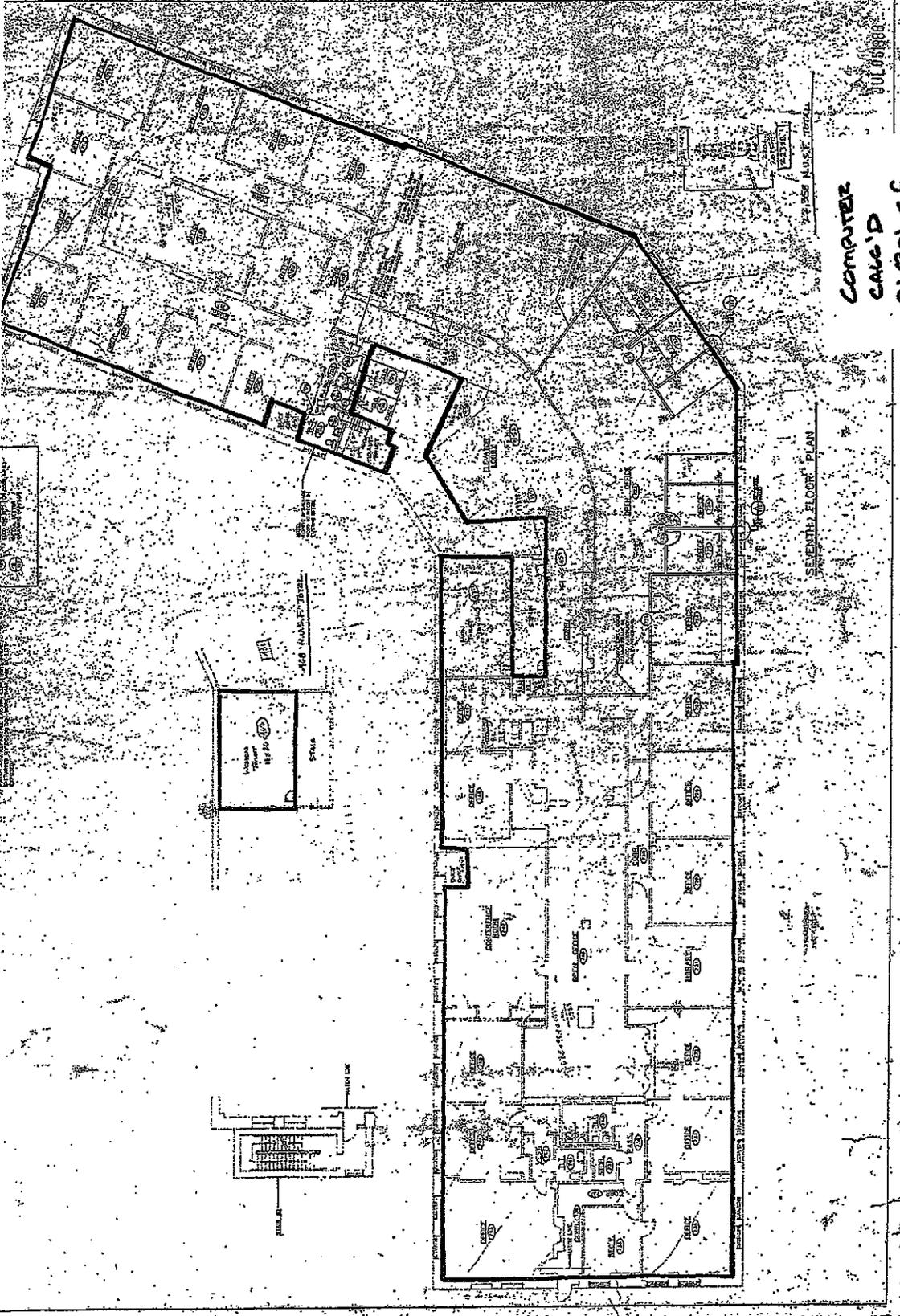
PAD
3/10/05



COMPUTER
CALC'D
22,562 SF.

SIXTH FLOOR PLAN

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3/10/05

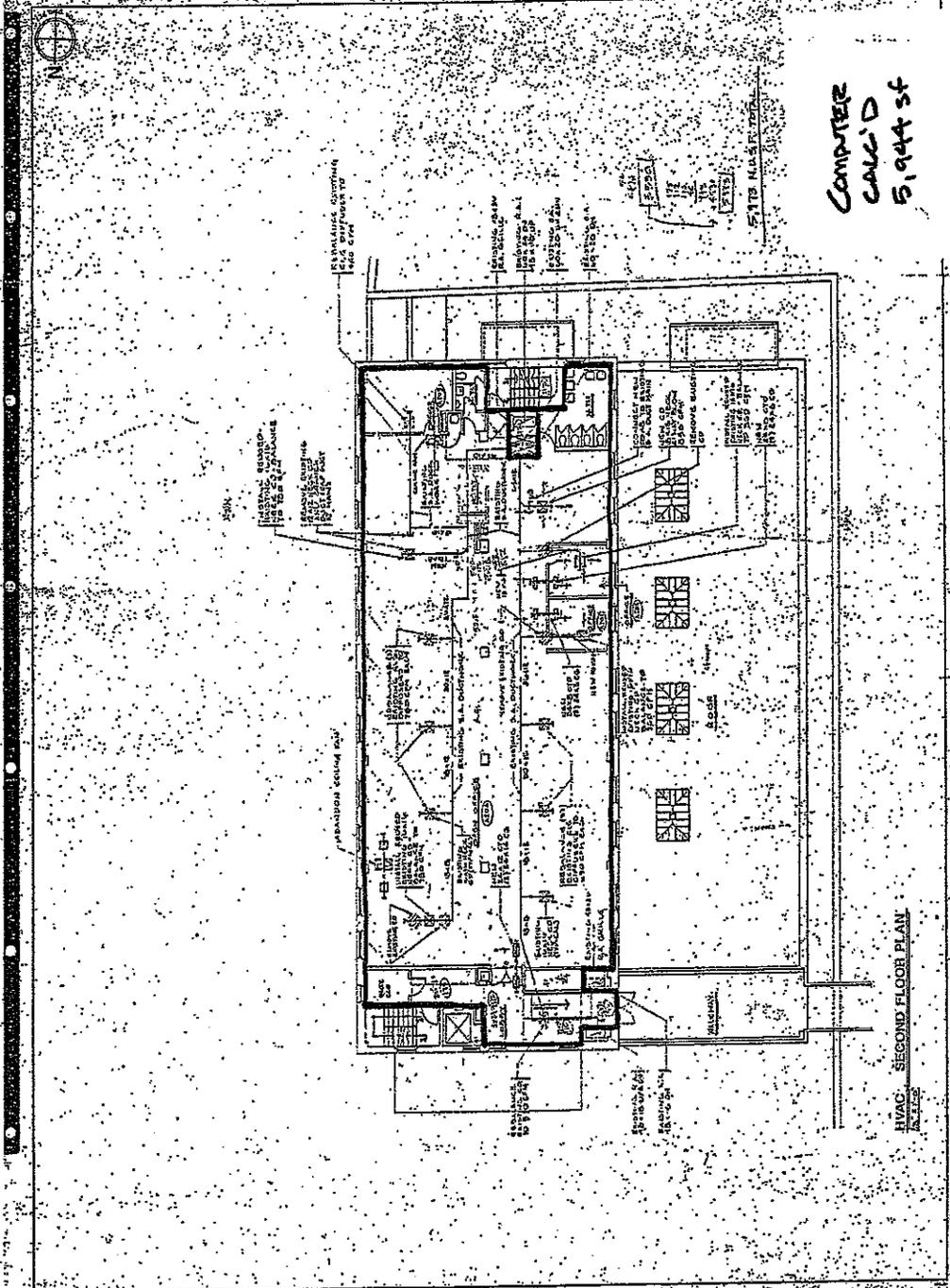


COMPUTER
CALC'D
21,801 SF

SEVENTH FLOOR PLAN

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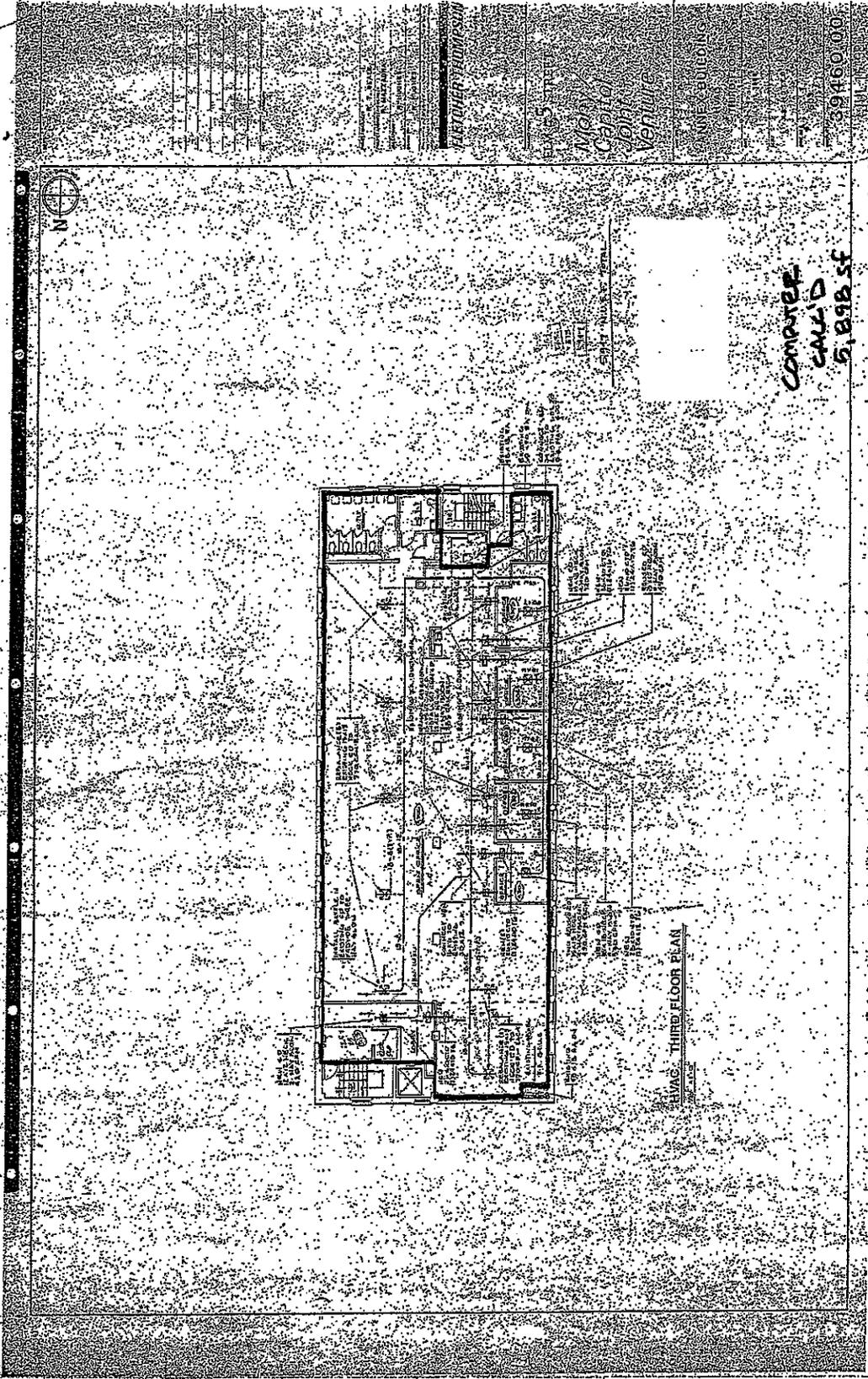
WESTERN FINISHES
 ELM 5TH STREET
 Many Capital Venture
 NEXE BUILDINGS
 3946009
 11/10/05



COMPLETE
 CALC'D
 5,944 SF

HVAC - SECOND FLOOR PLAN

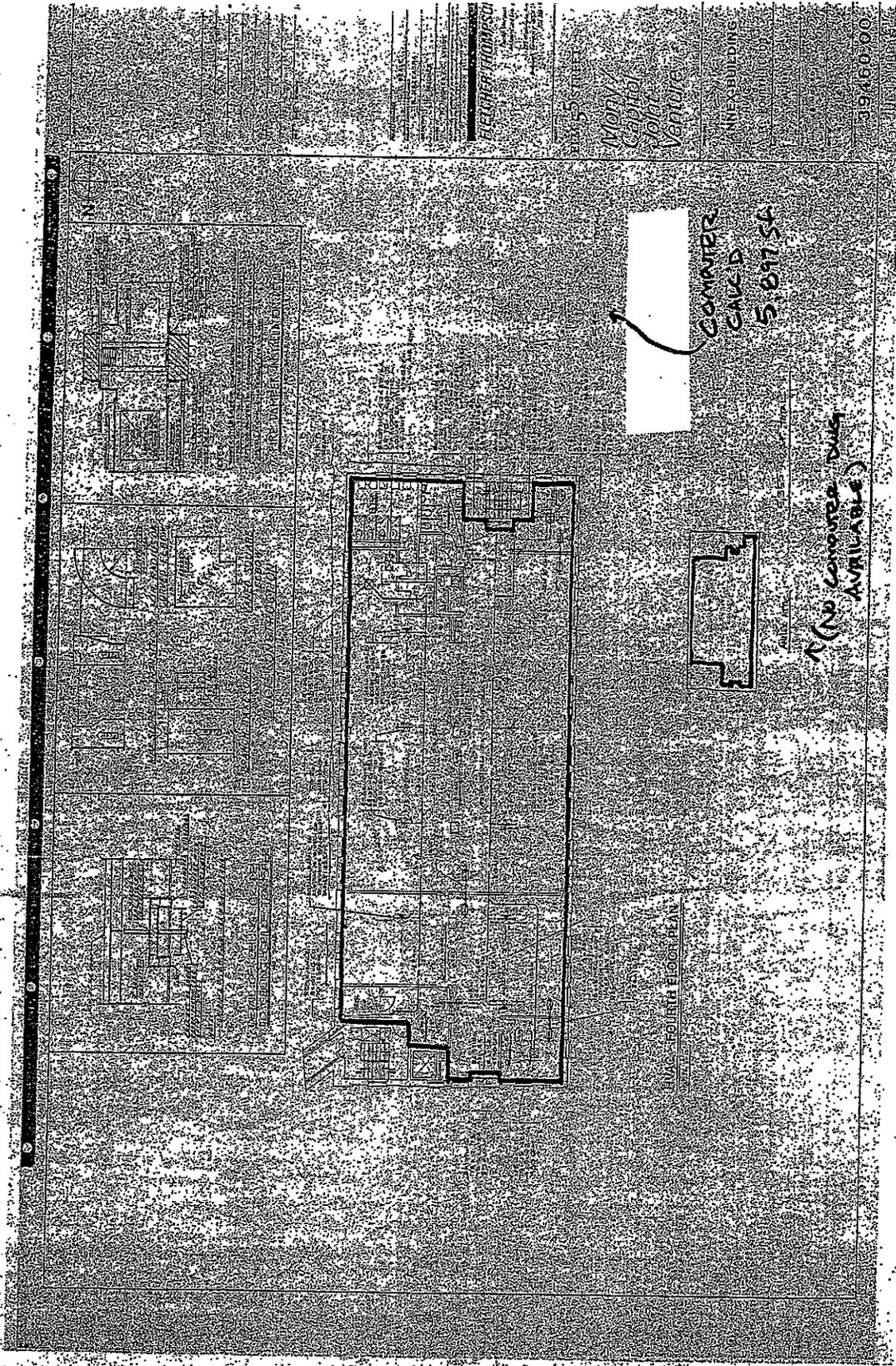
PKP
 3/10/05



COMPLETE
CAUL'D
5,898 SF

THIRD FLOOR PLAN

3/10/05



MARYLAND
CAPITOL
VOTER
SERVICE
CENTER
BUILDING

COMPUTER
CANCELED
5,877 SF

(NO COMPUTER DATA
AVAILABLE)

4TH FLOOR PLAN

BP
3/10/05

EXHIBIT A-1

Legal Description

The following is a legal description of the 55 Elm Street property which, together with the parking rights contained in the Lease, comprise the Demised Premises:

A certain piece or parcel of land in the City of Hartford, County of Hartford and State of Connecticut being bounded as follows:

Westerly by West Street, 494.505 feet;

Northerly by Elm Street, 173.698 feet;

Northeasterly by the intersection of Elm Street and Hudson Street, 138.411 feet;

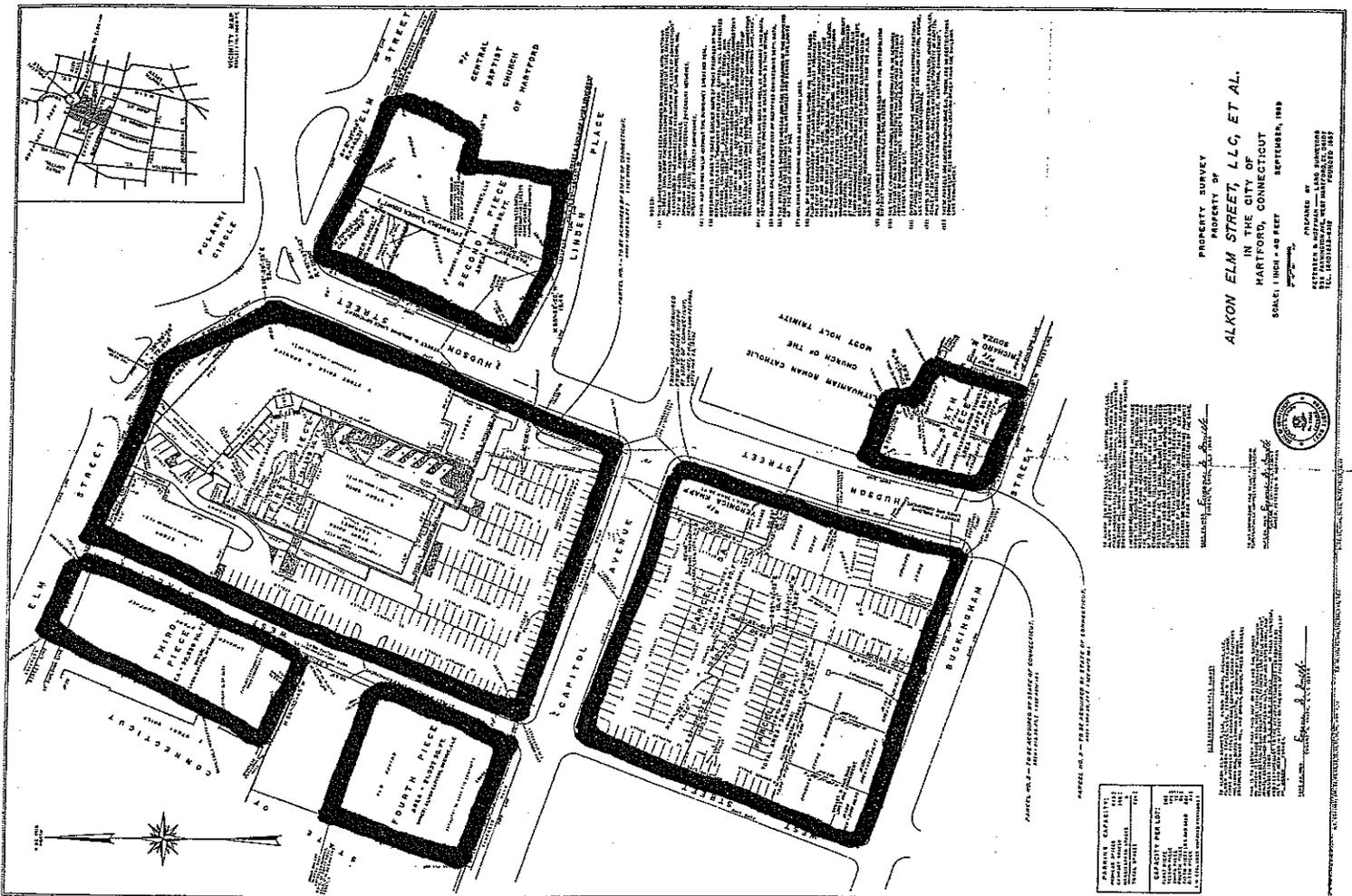
Easterly by Hudson Street, 395.757 feet;

Southerly by Capital Avenue, 301.30 feet.

3/19/05

EXHIBIT A-2

Potential Parking Areas



PROPERTY SURVEY
 PROPERTY OF
ALMON ELM STREET, LLC, ET AL.
 IN THE CITY OF
 HARTFORD, CONNECTICUT
 SCALE: 1 INCH = 40 FEET
 SEPTEMBER, 1989

PREPARED BY
 JAMES H. HARRIS, LICENSED SURVEYOR
 111 HARTFORD STREET, SUITE 200
 HARTFORD, CONNECTICUT 06102-1200

ALL INFORMATION CONTAINED HEREIN IS THE PROPERTY OF JAMES H. HARRIS & ASSOCIATES, INC. AND IS TO BE USED ONLY FOR THE PROJECT AND AREA SPECIFICALLY IDENTIFIED HEREON. ANY REPRODUCTION OR TRANSMISSION OF THIS INFORMATION IN ANY FORM OR BY ANY MEANS, WITHOUT THE WRITTEN PERMISSION OF JAMES H. HARRIS & ASSOCIATES, INC. IS STRICTLY PROHIBITED.

MAINTENANCE NOTES:
 THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONNECTICUT SURVEYING ACT AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING. THE SURVEY WAS CONDUCTED USING THE MOST ACCURATE METHODS AVAILABLE AT THE TIME OF THE SURVEY. THE SURVEYOR HAS REVIEWED THE SURVEY RECORDS AND HAS FOUND THEM TO BE COMPLETE AND ACCURATE. THE SURVEYOR HAS ALSO REVIEWED THE SURVEY RECORDS OF THE PREVIOUS SURVEYS OF THIS PROPERTY AND HAS FOUND THEM TO BE COMPLETE AND ACCURATE. THE SURVEYOR HAS ALSO REVIEWED THE SURVEY RECORDS OF THE PREVIOUS SURVEYS OF THIS PROPERTY AND HAS FOUND THEM TO BE COMPLETE AND ACCURATE.

PARKING CAPACITY	STREET
100	ELM STREET
100	CAPITOL AVENUE
100	LINDER PLACE
100	BUCKINGHAM STREET
100	HUDSON STREET
100	WATER STREET
100	ELM STREET
100	CAPITOL AVENUE
100	LINDER PLACE
100	BUCKINGHAM STREET
100	HUDSON STREET
100	WATER STREET

Handwritten: 3/10/05

EXHIBIT B

Affidavit of Net Usable Square Feet

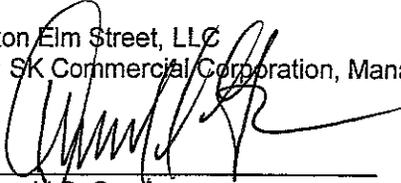
STATE OF CONNECTICUT:

COUNTY OF HARTFORD : ss: Hartford
:

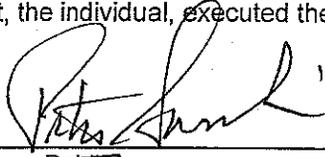
The undersigned being duly sworn, hereby states:

1. Based solely on the attached schedule prepared by S/L/A/M Architects,
the number of Net Usable Square Feet in the Demised Premises is 204,779.

Alkon Elm Street, LLC
By: SK Commercial Corporation, Manager

By: 
Donald S. Gershman
Its Executive Vice President

On the 4th day of March, 2005, before me, the undersigned, personally appeared Donald S. Gershman, Executive Vice President of SK Commercial Corporation, Manager of Alkon Elm Street, LLC, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, executed the instrument.



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

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3/10/05

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 scope of work for the renovations and improvements shall consist of the following:

- (i) The "T.I. Work" which shall consist of tenant improvements to be made at the direction of the Department of Public Works within one year after the LESSEE has approved space planning changes within the Demised Premises and, if applicable, has made its election under Section IV (3rd paragraph) hereof. The LESSOR shall provide \$13.59 per net usable square foot for the T.I. Work (the "\$13.59 Allowance"). Architectural and engineering costs to prepare the plans and specifications for the T.I Work shall come out of the \$13.59 Allowance.
- (ii) The "Base Work" which shall consist of the following:
 - (a) modernize all main building passenger elevators to include the replacement of individual car control systems, group supervisory operation for traffic management, all signals and operating devices, door operating systems, fireman's telephone communications, and compliance with ADA for signals, graphics and emergency device interfaces.
 - (b) (i) replace the balance of the main building roof and flashing and (ii) repair roof and walls of the annex garage.
 - (c) replace the railing in the interior stairwells of the main building.
 - (d) restore exterior windows, consisting of painting and rust-proofing.
- (iii) "LESSOR's Work" which shall consist of the Base Work plus the following:
 - (a) painting and installation of new carpeting throughout the entire building (with the exception of the areas noted on Exhibit C-1 attached hereto, which areas were recently re-carpeted) to be completed within 24 months from the date (the "Effective Date") that this lease is fully executed by the LESSEE, accepted by the Office of the Attorney General, the Office of the Treasurer and the Office of the Comptroller and approved by the Office of Policy and Management, the State Properties Review Board and the

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3/19/05

Attorney General and delivered to the LESSOR; paint and carpet shall conform to the specifications in Section 4.06 of the lease; carpet color to be selected by the LESSEE within fifteen (15) days of submission of samples, in default of which the LESSOR selects the color.

- (b) upgrade the HVAC system, including replacement of chillers, expansion of the cooling tower, and replacement of select air handling equipment, excluding any special HVAC that is required for the cafeteria, for the LESSEE's computer rooms and for the LESSEE's telecom rooms, which shall be paid for by the LESSEE.

Any attachments, sketches and/or drawings (collectively, the "Attachments") that correspond to or have been prepared in connection with the items below and that are signed or initialed by both the LESSOR and the LESSEE 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 and signed or initialed by both the LESSOR and the LESSEE, 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, with respect to the T.I. Work only.

Notwithstanding anything in Section 2.01 of this lease to the contrary, no portion of the \$5,182,800.00 amount referred to therein shall be paid to the LESSEE; such \$5,182,800.00 amount represents the \$13.59 Allowance plus the LESSOR's estimate of the cost of LESSOR'S Work. There is no cap or limit on the LESSOR's cost obligation with respect to LESSOR'S Work.

II. PLANS AND SPECIFICATIONS FOR THE T.I. WORK:

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 for the T.I. Work to the satisfaction of the LESSEE within ninety (90) days after the Effective Date and the LESSEE providing the LESSOR with layout information and/or finish decisions and selections.
- (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. In no event will the LESSOR be obligated, under this Exhibit C or otherwise in this lease, to comply with any law, rule, code, regulation or guideline to the extent that lack of compliance is "grandfathered", i.e., legally permitted.

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3/10/05

- (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 out of the \$13.59 Allowance. 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 total cost of the T.I. Work above the \$13.59 Allowance, prior written approval of the State Properties Review Board. Change orders requiring State Properties Review Board approval but not approved by the State Properties Review Board shall not be incorporated into the work, and shall therefore not be paid for by the LESSEE. Any delay in completing the T.I. Work that is the result (i) of the process for the approval of change orders by the LESSEE or the State Properties Review Board (whether or not the change orders are approved), or (ii) the implementation of change orders, shall be deemed to be delays caused by the LESSEE.
- (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., the costs of which shall come out of the \$13.59 Allowance. The 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 and all work shall be designed to meet or exceed all federal, state and local rules, codes, regulations and corresponding adopted guidelines applicable thereto.
- (f) If space-planning drawings and work are generated by the LESSEE or the 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, the 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 the LESSEE as may be required or appropriate.
- (h) TelCom and Data runs are to be installed by the LESSEE, unless otherwise noted in Section I of this Exhibit, above. The LESSOR shall require that the architect make provisions for, or the implementation of change orders, 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.

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3/10/05

- (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 T.I. Work 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 Base Work within three hundred sixty-five (365) days after the Effective Date and the T.I. Work and the renovations and improvements set forth in Section I (iii)(b) no later than three hundred sixty-five (365) days after the approval of the plans and specifications for the T.I. Work by the LESSEE. If the LESSOR fails to do either or both, and such failure is not attributable to Force Majeure or delays caused by the LESSEE, then the LESSOR shall pay the LESSEE Five Hundred Dollars and 00/100 (\$500.00) per day for the first thirty (30) days and One Thousand Dollars and 00/100 (\$1,000.00) for each day thereafter, that such failure continues.
- (c) The Contractor shall obtain all required permits, official inspections, testing and obtain a Certificate of Occupancy, if applicable, the costs of which shall come out of the \$13.59 Allowance.
- (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 regarding the T.I. Work shall be in writing by the LESSOR and must have the prior signed approval of DPW and, if the change order increases the total cost of the T.I. Work above the \$13.59 Allowance, the prior written approval of the State Properties Review Board. Change orders requiring State Properties Review Board approval but not approved by the State Properties Review Board shall not be incorporated into the work and shall therefore not be paid for by the LESSEE.
- (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 of the T.I. Work 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

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breakdown of the T.I. Work as per Section IV ("Cost of Planning, Design and Construction").

- (h) LESSOR'S Work and the T.I. 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 LESSOR'S Work and the T.I. Work. LESSEE'S State Department of Public Works shall make such inspections and issue such acceptance.
- (i) Upon proper completion of LESSOR'S Work and the T.I. Work and the issuance of a certificate of occupancy by the appropriate municipal authority, if applicable, the LESSOR shall immediately notify the Department of Public Works Commissioner in writing of such completion and issuance and provide a copy of any applicable certificate of occupancy to the DPW.
- (j) At the time that the LESSOR provides to the LESSEE a certificate of occupancy, if applicable, or in lieu thereof, upon notice of completion of LESSOR's Work and the T.I. Work, the LESSOR shall also provide to the LESSEE lien waiver certificates, in form and substance satisfactory to the LESSEE, certifying that the Demised Premises are free and clear of all liens from the applicable contractors. 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 potential lien. If any mechanics' lien remains unreleased of record 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, provided that the LESSEE shall not pay any contractor to obtain the discharge of a lien unless the LESSOR has failed to have such lien released of record within sixty (60) days after written notice from the LESSEE of the LESSEE's intention to make such payment.
- (k) The LESSOR shall provide meeting minutes for all construction meetings relating to the T.I. Work to DPW. The LESSOR shall copy the Department of Public Works on all notices that it sends to the occupants of the Demised Premises in connection with the performance of work in the Demised Premises by the LESSOR.
- (l) The LESSOR shall obtain at least two competitive bids for construction of the T.I. Work, including any architectural and engineering fees that will be paid for out of the \$13.59 Allowance.
- (m) The LESSOR represents and warrants to the LESSEE that all materials, equipment and work made part of the T.I. Work, 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 the LESSEE'S receipt of written notice of completion of the Base Work including a certificate of occupancy, if applicable, 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 Base Work. Within thirty (30) days after the inspection, the

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Department of Public Works shall notify the LESSOR in writing of acceptance or non-acceptance of the Base Work. In the event the LESSEE has objections to the Base Work, then the LESSEE'S written notification of non-acceptance of the Base Work shall include the LESSEE'S specific written objections regarding the Base Work. The LESSOR shall cure and otherwise remedy the LESSEE'S objections to the Base Work within thirty (30) days of the written notice. The Rent Commencement Date shall be retroactive to the date on which completion of the Base Work is determined to have occurred, in accordance with this Section III(n), regardless of when such determination occurs. The LESSOR and the LESSEE shall utilize a similar process to verify the LESSEE's acceptance of the T.I Work and the work to be performed by the LESSOR under Sections I(iii) of this Exhibit C (i.e., paint and carpet and the HVAC work). The LESSOR'S failure to complete the T.I. Work or LESSOR'S Work, 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 and shall be subject to the provisions of Section III(b) hereof.

Upon acceptance of the T.I. Work and LESSOR'S Work, the LESSEE shall provide a letter in the form attached hereto as Exhibit C-2; the LESSEE shall provide a similar letter from time to time during the lease term upon request from the LESSOR.

- (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 T.I. Work.

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

The LESSOR shall not be obligated to spend more than the \$13.59 Allowance on the cost of the T.I. Work plus all costs under Sections II(c) and (d) above (architectural and engineering fees and soft costs). If such total costs are expected to exceed the \$13.59 Allowance, the LESSEE, upon receipt from the LESSOR of such a statement of the anticipated costs, will either (a) agree in writing to reimburse the LESSOR, in a lump sum, for all of said costs in excess of the \$13.59 Allowance, or (b) reduce the scope of work so as to cause said costs to not exceed the \$13.59 Allowance. If such total costs are expected to exceed the \$13.59 Allowance (whether or not the LESSEE has reduced the scope of work under (b) above), then in lieu of reimbursing the LESSOR for such excess costs in a lump sum, the LESSEE may elect to reimburse the LESSOR

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for up to \$927,600.00 of such excess costs by paying the LESSOR a monthly amount, on the first day of each month commencing on the first day of each month after such excess costs are known, that is the amount necessary to fully amortize such costs (up to \$927,600.00), together with interest at a rate per annum equal to the face rate of interest payable by the LESSOR on its non-recourse mortgage or other non-recourse financing that is obtained by LESSOR to fund such costs (increased by all commercially reasonable administrative fees and other commercially reasonable expenses incurred by the LESSOR in connection with such mortgage or other financing), over a term that ends on the expiration date of the initial term of this lease. If the LESSEE elects such amortization option and the excess costs exceed \$927,600.00, then the excess costs in excess of \$927,600.00 will still have to be reimbursed by the LESSEE to the LESSOR in a lump sum. In no event shall the T.I. Work be commenced unless the LESSEE has elected either (a) or (b), and in no event shall the LESSOR be obligated to spend more than the \$13.59 Allowance for the cost of the T.I. Work plus all costs under Sections II(c) and (d) above (architectural and engineering fees and other soft costs). If this lease terminates prior to the scheduled expiration date of the initial term of this lease, for whatever reason, then the LESSEE shall, upon such termination, pay the LESSOR, in a lump sum, the unamortized portion of such excess costs that the LESSEE elected to amortize. The LESSOR shall, upon request from the LESSEE, provide the LESSEE with copies of the applicable loan documents to evidence the face rate of interest payable by the LESSOR on its financing.

The LESSOR shall provide additional supporting cost information regarding the T.I. Work as required by DPW, the State Properties Review Board or the Attorney General's Office.

The LESSEE shall approve cost breakdowns and allocations regarding the T.I. Work 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 LESSOR'S mortgagee shall be a third party institutional lender licensed to conduct business in the State of Connecticut.

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EXHIBIT C-1

Areas of the Demised Premises that were recently re-carpeted

<u>Space</u>	<u>Square Feet</u>
Attorney General's Offices-7th Floor, Executive area	7,450
Comptroller's Offices-3 rd Floor, Elm Street side	4,950
Treasurer's Offices-7 th Floor, Hudson Street side	<u>13,000</u>
Total	25,400

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EXHIBIT C-2

The State of Connecticut
Department of Public Works
165 Capital Avenue
Hartford, CT 06106

_____, 200_

Alkon Elm Street LLC
c/o Konover Properties Corporation
342 North Main Street, Suite 200
West Hartford, CT 06117

Re: Lease between Alkon Elm Street LLC and The State of Connecticut,
55 Elm Street, Hartford, CT dated November 30, 2004, amended _____ (the
"Lease")

Gentlemen:

Reference is hereby made to the Lease, which has a Commencement Date of November 30, 2004, a Rent Commencement Date of _____ and an expiration date (initial term) of _____. Reference is hereby further made to the T.I. Work/LESSOR's Work, as defined in the Lease. This letter shall acknowledge that the LESSEE (The State of Connecticut) has accepted the T.I. Work/LESSOR's Work, and that such work has been performed by the LESSOR in accordance with the requirements of the Lease. As of the date hereof, the LESSEE knows of no defaults by the LESSOR with respect to its obligations to perform the T.I. Work/LESSOR's Work, or otherwise under the Lease.

Very truly yours,

The State of Connecticut

By: _____
James T. Fleming
Its Commissioner of Public Works

ATD
3/19/05

EXHIBIT D

NORMAL OPERATING HOURS: UTILITIES AND SERVICES

Time of Day

DAY OF WEEK	FROM	TO
Monday	7:00a.m.	6:00 p.m.
Tuesday	7:00a.m.	6:00 p.m.
Wednesday	7:00a.m.	6:00 p.m.
Thursday	7:00a.m.	6:00 p.m.
Friday	7:00a.m.	6:00 p.m.
Saturday	N/A	
Sunday	N/A	

The LESSEE shall have access to the Demised Premises on a 24/7/365 basis, but the LESSEE will pay for all costs of HVAC usage beyond the times set forth above, notwithstanding anything in the lease regarding the LESSEE's right to change such hours to the contrary.

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 (normal business hours)	X	
Electricity (outside of normal business hours)		X
Air Conditioning	X	
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	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 (376 spaces)	X	
Parking (up to 79 spaces)		X
OTHER SERVICES		


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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 55 Elm Street, Hartford, CT 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. Simon Konover
342 North Main Street, Suite 200
West Hartford, CT 06117
Phone: (860) 570-2000

2. SK Commercial Corporation
342 North Main Street, Suite 200
West Hartford, CT 06117
(100% owned by Simon Konover)
Phone: (860) 570-2000

3. S&B Investments, LLC
c/o Marc Sussman
Paine Webber
1 State Street, Suite 1600
Hartford, CT 06106
Phone: (860) 275-8019
(Owned by: The Sussman Family Spray Trust (beneficiaries: Joshua Sussman and Matthew Sussman) c/o Marc Sussman, Paine Webber, 1 State Street, Suite 1600, Hartford, CT 06106 Phone: (860) 275-8019) and Richard Brownstein, 35 Puddingstone Lane, Newton, MA 02459 Phone: (617) 548-9955)

4. Wintergreen, LLC
c/o Donald S. Gershman
342 North Main Street, Suite 200
West Hartford, CT 06117
(100% owned by Donald S. Gershman)
Phone: (860) 570-2000

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5. Philip Schonberger
942 Main Street
Hartford, CT 06103
Phone: (860) 808-3000
6. Milton Schonberger
1601 Pelican Point Drive, HA115
Sarasota, FL 34231
Phone: (941) 966-6290
7. Elm Street Partners
942 Main Street
Hartford, CT 06103
(Owned by: M/S Realty (owned 50% Michey Schachter and 50% Diane Schachter, both P.O. Box 2050, Palm City, FL 34991 (772) 219-1900), John Cohen, 3145 Miro Drive North, Palm Beach Gardens, FL 33410 (561) 775-3772, Patricia McGinley, 1314 Elsinore Avenue, McLean, VA 22102, (703) 442-7519, Linda Hyatt, 127 Dutton Hill Road, Grey, ME 04039 (207) 657-4341, Stephanie Goldman, 401 East 86th St., Apt. 11, New York, NY 10028 (212) 410-9411, Philip Schonberger, 942 Main Street, Hartford, CT 06103 (860) 808-3000 and Albemarle Elm Street, LLC (see below))
8. Albemarle Elm Street, LLC
942 Main Street
Hartford, CT 06103
(100% owned by Philip Schonberger)
Phone: (860) 808-3000
9. Eliot Gersten
40 Orchard Road
West Hartford, CT 06117
Phone: (860) 521-6494
10. Richard Gersten
2243 40th Street NW
Washington, DC 20007
Phone: (202) 246-9534
11. Stacey Gersten
40 Orchard Road
West Hartford, CT 06117
Phone: (860) 521-6494
12. Emily Gersten
40 Orchard Road
West Hartford, CT 06117
Phone: (860) 521-6494

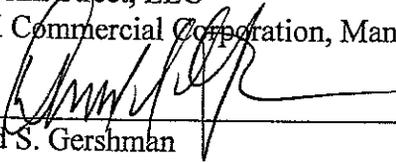
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13. Leanna Gersten
40 Orchard Road
West Hartford, CT 06117
Phone: (860) 521-6494
14. Kathy Gersten
40 Orchard Road
West Hartford, CT 06117
Phone: (860) 521-6494
15. Renee Cohen
One North Breakers Row, Apt. 433
Palm Beach, FL 33480
Phone: (401) 845-0900
16. Jon Cohen
c/o Newport Hotel Group
P.O. Box 360
Newport, RI 02840
Phone: (401) 845-0900
17. Douglas Cohen
c/o Newport Hotel Group
P.O. Box 360
Newport, RI 02840
Phone: (401) 845-0900
18. Elms Ventures, LP
244 Gano Street
Providence, RI 02906
Phone: (401) 453-0038
(Owned 50% Larry Goldstein and 50% Gene Goldstein, same address and phone number)
19. Richard Huber
139 West 78th St.
New York, NY 10024
Phone: (212) 496-7851

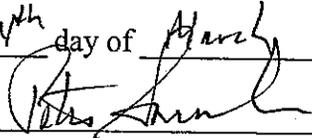
If, before the approval of the instant lease by the State Properties Review Board, there is a change in the information provided in this Statement of Financial Interest, I/We acknowledge that an Affidavit shall be submitted to the Commissioner of the Dept. of Public Works within seven (7) days indicating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

Handwritten:
3/10/05

Alkon Elm Street, LLC
By: SK Commercial Corporation, Manager

By  Date 3/5/05
Donald S. Gershman
Its Executive Vice President

Subscribed and sworn to before me this 4th day of March, 2005, at



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

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EXHIBIT F

ADDITIONAL RENT

The LESSEE shall pay as additional rent 100% of any real property tax increases on the Demised Premises during the term of occupancy that exceed the Base Taxes. The term Base Taxes is defined as those taxes levied on the Demised Premises with respect to October 1, 2004 grand list, provided that:

- (a) none of the escalation provisions in this Exhibit shall apply until the Rent Commencement Date. 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 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 City of Hartford'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;
- (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;
- (g) real property tax decreases, if any, attributable to tax appeals, shall be credited to the

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rent account of the LESSEE;

- (h) in the event that any additional buildings and any other improvements ancillary thereto are built on the same tax parcel that includes the Demised Premises, then the Taxes payable by the LESSEE hereunder shall be equitably adjusted so that the LESSEE does not pay any taxes assessed against such additional buildings; and
- (i) taxes shall not include any real estate taxes on any of the parking spaces provided under Section 1.01(b) of the lease.

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 Demised Premises for the October 1, 2004 grand list .

The LESSEE shall also pay as additional rent 100% of all Insurance Costs and Utility Costs during the term that exceed the Insurance Costs and Utility Costs incurred during the 2006 base calendar year. "Insurance Costs" shall mean all premiums of insurance incurred by the LESSOR pursuant to Article 9 of this lease or with respect to insurance otherwise carried by the LESSOR on the Demised Premises from time to time (including without limitation rental loss insurance), but excluding any insurance premiums with respect to the parking spaces provided under Section 1.01(b) of the lease. "Utility Costs" shall mean all costs of utilities provided by the LESSOR during the business hours set forth on Exhibit D to this lease. Utility Costs shall not include any utility costs relating to the parking spaces provided under Section 1.01(b) of the lease. Insurance Costs shall be paid by the LESSEE upon presentation of annual invoices from the LESSOR. Utility Costs shall be paid by the LESSEE on a monthly estimated basis, subject to annual reconciliations based on actual amounts. In no event shall the Insurance Costs or Utility Costs payable by the LESSEE hereunder increase as a result of any additional buildings and any other improvements ancillary thereto that are built on any portion of the 55 Elm Street property.

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EXHIBIT G

ATTORNMENMENT AGREEMENT

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 has conveyed the Leased Premises to NAME OF ASSIGNEE, hereafter ("Assignee"), which conveyance includes an assignment of the Lease to 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 the assignment of the lease referenced above from the LESSOR to the Assignee and agrees to attorn to Assignee as the Lessor under the Lease, 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 to Assignee.
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 that accrued prior to the Assignment Date.
3. The Assignee, by its acceptance of this Attornment Agreement, shall undertake all of the LESSOR'S obligations, duties and responsibilities under the Lease on and after the Assignment Date.
4. By its acceptance of this Attornment Agreement, effective on the Assignment Date, the LESSOR does unconditionally and forever release, surrender and waive any and all rights, and obligations the LESSOR may have arising out of or relating to the lease and/or the

DPW
3/10/05

LESSEE'S use, rent or occupancy of the Demised Premises, as defined in the lease, on and after the Assignment Date.

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 [or state any exceptions]. 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, other than the following encumbrances (and any other encumbrances that the LESSEE has approved in writing):
 - a. Taxes on the current list and all future lists to the City of Hartford.
 - b. Water and sewer use charges to The Metropolitan District.
 - c. Drainage rights as set forth in a Deed dated March 29, 1847 and recorded in Volume 70 at Page 308 of the Hartford Land Records.
 - d. Passway rights granted in a Deed dated January 11, 1945 and recorded in Volume 771 at Page 596 of the Hartford Land Records.
 - e. Such state of facts as an accurate survey of the Demised Premises would disclose.
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 and/or a subordination agreement. Nothing herein may be construed as a waiver or limitation of the LESSEE'S sovereign immunity.

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

Acknowledgment of Receipt LESSEE
And acceptance of Consent to Assignment

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC WORKS

NAME OF LESSOR

By:
Its:
Date _____

By:
Its:
Date _____

NAME OF ASSIGNEE

By:
Its:
Date _____

*BAW
3/10/05*

Approved:
STATE PROPERTIES REVIEW BOARD

Raymond A. Pepe *

By:

Its:

Date

3/10/05

Approved:
ATTORNEY GENERAL

William B. Gundling
Associate Attorney General

Date

*SEE APPROVAL MEMO TO
COMM. FLEMING FROM
CHAIRMAN PEPE
DATED 3/10/05

WBG
3/10/05

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (the "Amendment") is made and entered into by and between ALKON ELM STREET, LLC (the "LESSOR"), a Connecticut limited liability company, with an address of c/o Konover Office & Commercial Corporation, 342 North Main Street, Suite 200, West Hartford, Connecticut 06117, acting herein by SK Commercial Corporation, its Manager, by Elizabeth G. Duda its Vice President, duly authorized, and the State of Connecticut (the "LESSEE") acting herein by James T. Fleming Commissioner of Public Works, duly authorized, pursuant to the provisions of subsection (a) of Section 4b-30 of the General Statutes of Connecticut, as revised.

WITNESSETH:

WHEREAS, the LESSOR and the LESSEE entered into a certain Lease as of May 23, 2005 with respect to certain premises situated at 55 Elm Street in the City of Hartford, County of Hartford and State of Connecticut (the "Lease"); and

WHEREAS, the parties hereto desire to modify the Lease.

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

1. The Lease is hereby amended by adding the following as Section 1.02:

1.02 ADDITIONAL PARKING – BUCKINGHAM STREET LOT

In addition to the parking provided under Section 1.01 hereof, commencing as of January 2, 2007, the LESSOR hereby leases to the LESSEE seventy (70) reserved and maintained parking spaces located in a certain parking lot located at 136-186 Buckingham Street, Hartford, Connecticut (the "Buckingham Parking Spaces"). Prior to June 1, 2007, the LESSOR shall pave, stripe, light, and landscape the parking lot in which the Buckingham Parking Spaces are located to the LESSEE's satisfaction (the "Buckingham Lot Improvements"). The LESSOR shall maintain such Buckingham Lot Improvements to the LESSEE'S satisfaction at all times during the term of the Lease. Prior to the completion of the Buckingham Lot Improvements, rent for the Buckingham Parking Spaces shall be \$60.00 per month per space. Upon completion of the Buckingham Lot Improvements, rent for the Buckingham Parking Spaces shall be \$85.00 per space per month, which monthly amount shall increase by 3.5% per year on each anniversary of the Commencement Date beginning with the first Commencement Date anniversary following the first anniversary of the LESSOR's completion of the Buckingham Lot Improvements. The LESSOR and the LESSEE shall confirm in writing the date upon which the LESSOR completes the Buckingham Lot Improvements. The LESSEE shall have no obligation to pay any increase above such \$60 amount

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until such time as the LESSOR and the LESSEE confirm the Buckingham Lot Improvement completion date in writing, which confirmation shall not be unreasonably delayed or denied by the LESSEE. Rent shall be paid in the manner set forth in Section 2.01 hereof. The Buckingham Parking Spaces shall comply with all applicable laws, ordinances and regulations. The LESSEE shall provide security for the Buckingham Parking Spaces.

2. The Lease is hereby amended by adding the following as Section 1.03:

1.03 ADDITIONAL PARKING – ELM STREET LOT

In addition to the parking provided under Sections 1.01 and 1.02 hereof, the LESSOR, hereby leases to the LESSEE all of the parking spaces to be constructed by the LESSOR in a certain parking lot at 67 Elm Street, Hartford, Connecticut (the "Elm Street Lot"), which parking spaces shall be reserved, maintained by the LESSOR and made ready for the LESSEE'S use no later than June 1, 2007. The LESSOR shall construct, reserve and maintain for the LESSEE's use no less than twenty-five (25) and no more than thirty (30) parking spaces in the Elm Street Lot. The Elm Street Lot shall be paved, striped, maintained, and landscaped to the LESSEE's satisfaction (the "Elm Lot Improvements"). The LESSOR shall maintain such Elm Lot Improvements to the LESSEE'S satisfaction at all times during the term of the Lease. The LESSOR and the LESSEE shall confirm in writing the date upon which the LESSEE may commence use of the Elm Street Lot and the number of parking spaces in the Elm Street Lot. Rent for the Elm Street Lot shall be \$85.00 per space per month, which monthly amount shall increase by 3.5% per year on each anniversary of the Commencement Date beginning with the first Commencement Date anniversary following the first anniversary of the LESSEE's commencing to use the Elm Street Lot. Rent shall be paid in the manner set forth in Section 2.01 hereof. The Elm Street Lot shall comply with all applicable laws, ordinances and regulations. The LESSEE shall provide security for the Elm Street Lot.

3. The Lease is hereby amended by adding the following as Article 19:

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 Innovations, Incorporated, Connecticut Health and Educational

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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

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may modify this definition, which modification shall control.

(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

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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 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:

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(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 fails 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 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

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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.

4. All of the terms and conditions of the Lease not hereby amended shall remain in full force and effect.

5. This Amendment, whatever the circumstances, shall not be binding on the LESSEE unless and until approved by the State Properties Review Board and by the Attorney General of the State of Connecticut, as evidenced by their signatures hereon.

[Intentionally left blank. Signature page follows.]

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

Signed in the presence of:

Diane Nelson

Maura Collier

ALKON ELM STREET, LLC
By SK Commercial Corporation, Manager

By Elizabeth G. Judd
Elizabeth G. Judd

Its Vice President
Duly authorized

Date signed: 12-14-06

STATE OF CONNECTICUT

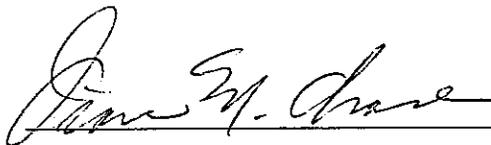
Holly J. Hart
Holly J. Hart

Diane M. Chase
Diane M. Chase

By James T. Fleming
James T. Fleming
Its Commissioner of Public Works
Duly authorized

Date signed: 12/19/06

12/28/06
AKP



Notary Public
My commission expires:
Commissioner of the Superior Court

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

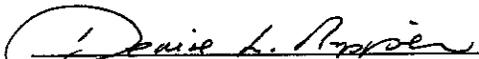
12/28/06 PAB

Accepted only as an acknowledgement of the requesting agencies' awareness of the terms and conditions of the First Amendment to Lease:

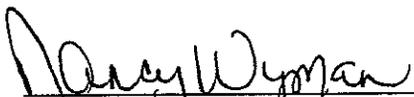
OFFICE OF THE ATTORNEY GENERAL


By: RICHARD BLUMENTHAL
Its: ATTORNEY GENERAL
Date signed: 12/15/06

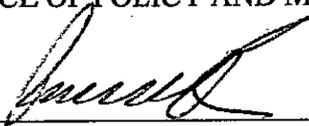
OFFICE OF THE TREASURER


By: Denise L. Morone
Its: State Treasurer
Date signed: 12/15/06

OFFICE OF THE COMPTROLLER


By: NANCY WYMAN
Its: COMPTROLLER
Date signed: 12/15/06

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


By:
Its:
Date signed: 12/20/06

12/28/06
PAP

Approved:
STATE PROPERTIES REVIEW
BOARD

Rasquell A. Papp

By:

Its:

Date signed: 12/28/06

Approved:
ATTORNEY GENERAL

William B. Gundling

By William B. Gundling

Associate Attorney General

Date signed: 1/4/07

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