LEASE

This lease is made and entered into the 17th day of January, 1995 by and between United of Omaha Life Insurance Company, hereafter called the LESSOR, whose address is Mutual of Omaha Plaza, Omaha, Nebraska, acting herein by ~~Michael J.~~ Thrasher, its second vice president, duly authorized, and the State of Connecticut, hereafter called the LESSEE, acting herein by ~~Bruce H. Morris,~~ James F. Sullivan, its Acting Commissioner of the Department of Public Works, duly authorized, pursuant to the provisions of subsection (a) of Section 4b-30 of the General Statutes of Connecticut, as revised.

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

1. The LESSOR hereby leases unto the LESSEE the entire one-story building, containing 17,268 square feet of net usable office space, situated at 60B Weston Street, in the Town of Hartford, County of Hartford and State of Connecticut, together with all appurtenances thereto and all right to means of ingress into and egress out of the leased premises and together with the improvements, fixtures, equipment and facilities of the LESSOR now located or to be located on said premises.

2. The LESSEE is to have and to hold the said premises with their appurtenances for the term of five (5) years from December 1, 1994 through November 30, 1999. However, the LESSEE may cancel this lease any time after November 30, 1997 upon six (6) months' advance written notice, if a LESSEE-owned facility becomes available.

3. In addition, ~~however,~~ the LESSEE may also cancel this lease if hazardous health problems arising from the adjacent automobile testing operation at the demised premises are not started by the LESSOR within thirty (30) days of written notification to the LESSOR. Furthermore, if said notice is given to the LESSOR, the LESSOR shall make every attempt to remedy the situation within one hundred eighty (180) days. The LESSEE may cancel this lease if documented hazardous health problems persist beyond said one hundred eighty (180) days.

4. The LESSOR agrees to renovate and improve the demised premises as follows: new carpeting throughout the demised premises; painting of the entire demised premises; subdividing the existing library to create one (1) new office for a consumer information representative and to create a storage area in this existing library; installation of baseboard heating on front and rear walls; enclosing of reception area; soundproofing at rear wall; and placing of signage at the entrance to the demised premises. Said renovation and improvement work shall be completed by the LESSOR within ninety (90) days of the date of approval of this lease by the Attorney General of the State of Connecticut. All work shall be in compliance with the State Building Code, the State Fire Safety Code, and any other applicable codes, rules, regulations, laws and ordinances.

5. The LESSEE shall also complete renovation work to prevent air and noise pollution problems at the demised premises, as outlined in Attachment A which is attached hereto and made a part hereof. Said renovation work shall be completed within ninety (90) days of the date of approval of this lease by the Attorney General of the State of Connecticut.

6. The LESSEE shall pay the LESSOR the rental of Two Hundred Seven Thousand Two Hundred Sixteen Dollars ($207,216.00) per year, payable in equal monthly installments of Seventeen Thousand Two Hundred Sixty-Eight Dollars ($17,268.00) by the end of each calendar month. Rental for occupancy of less than a full calendar month at the commencement, termination or during any partial interruption of this lease shall be prorated by dividing the monthly rent by thirty and multiplying the resulting quotient by the number of days of occupancy.

7. The term of this lease may be extended at the option of the LESSEE for five (5) years at $189,948.00 per year ($15,829.00 per month), provided notice be given in writing to the LESSOR at least ninety (90) days before the end of the original lease term, but otherwise on the same terms and conditions.

8. The LESSOR shall furnish the following to the LESSEE: air-conditioning system; hot and cold running water; separate toilet facilities for men and women within the demised premises; janitor service in areas shared in common with other tenants; annual exterior and interior window washing; reserved, on-site, paved, lighted and striped parking spaces for sixty (60) cars; snow and ice removal and sanding; rubbish removal; groundskeeping; replacement of burnt-out bulbs, tubes and ballasts; ~~and~~ pest control. security service and/or system

(For Department of Public Works information only: Office of Protection and Advocacy for Persons with Disabilities)

The LESSEE shall provide and pay for janitorial service within the demised premises; electricity (separately metered), including electricity for air conditioning within the demised premises; and gas heat (separately metered). security system monitoring

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

10. The LESSOR shall maintain the demised premises and any and all equipment, fixtures, and appurtenances, whether severable or not, furnished by the LESSOR under this lease in good repair and tenantable condition to include painting in three (3) year intervals and replacement of carpeting in at least five (5) years, except in case of damage arising from the act or negligence of the LESSEE, its agents or employees or invitees. For the purpose of so maintaining said premises and property, the LESSOR may at reasonable times, and with the approval of the authorized representative of the LESSEE in charge, inspect the same and make any necessary repairs thereto. If the LESSOR fails to do so within a reasonable time after notice from the LESSEE, the LESSEE in its discretion and without further notice may make the necessary repairs and deduct the cost thereof and expenses connected therewith from rents due or to become due under the terms of this lease or may recover all or any portion of such cost and expenses by other appropriate means.

Also, if the LESSOR has any other obligations under this lease which the LESSOR fails to fulfill within a reasonable time after notice from the LESSEE, the LESSEE in its discretion and without further notice may withhold any rental payments during such period of failure. The LESSEE upon such failure may terminate this lease or may fulfill such obligations itself and deduct the cost thereof and expenses connected therewith from rents due or to become due the LESSOR under the terms of this lease or may recover all or any portion of such cost and expenses by other appropriate means.

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

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

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

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

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

16. If at the expiration or termination of this lease, the LESSEE shall hold over for any reason, the tenancy of the LESSEE thereafter shall be from month to month only and be subject to all other terms and conditions of this lease.

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

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

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

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

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

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

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

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

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

(b) (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to State that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission, advising the labor union or workers' representative of the contractor's commitments under this

section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and Conn. Gen. Stat. Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. Sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and Conn. Gen. Stat. Section 46a-56. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

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

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

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

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

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

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

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

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

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

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

26. The LESSEE shall pay as additional rent one hundred percent (100%) of any real property tax increases on the property at 60B Weston Street, Hartford, Connecticut, during the term of occupancy above the taxes levied on such property on the Hartford Grand List of October 1, 1994, excluding, however, any such real property tax increases attributed to alterations, additions, improvements or any other changes made to the property for the sole benefit of parties other than the LESSEE.

Any such additional rental payment shall be established on the Hartford 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 final additional rental payment the event occupancy by the LESSEE ends on a day other than June 30. (In the event occupancy by the LESSEE ends on September 30, 1999, as presently scheduled, such last possible final additional rental payment will relate to the Grand List of October 1, 1998, and the apportionment will be for the period July 1, 1999 through September 30, 1999).

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

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

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

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

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

Signed in the presence of:

John McNamara, Jr.
John McNamara, Jr.

Connie Kreji
Connie Kreji

Deborah D. Giaccone
Deborah D. Giaccone

Sylvia J. Bugbee
Sylvia J. Bugbee

United of Omaha Life Insurance Company

by Michael J. Thrasher
~~Michael J.~~ Thrasher
Its second vice president, duly authorized

Date signed: January 11, 1995

State of Connecticut

by James F. Sullivan
~~Bruce I. Morris~~ James F. Sullivan
Its Acting Commissioner of the Department of Public Works, duly authorized

Date signed: 1-17-95

State of Nebraska
County of Douglas

The foregoing instrument was acknowledged before me this 11th day of January, 1995 by ~~Michael J.~~ Thrasher, second vice president of United of Omaha Life Insurance Company, a Nebraska corporation, on behalf of the corporation.

In witness whereof I hereunto set my hand.

Kathryn A. Keiderling
Kathryn A. Keiderling
~~Commissioner of the Superior Court~~
~~Notary Public~~
~~My commission expires~~ August 11, 1998

GENERAL NOTARY-State of Nebraska
KATHRYN A. KEIDERLING
My Comm. Exp. Aug. 11, 1998

State of Connecticut
County of Hartford

On this the 17th day of January 1995 before me, Deborah D. Giaccone, the undersigned officer, personally appeared ~~Bruce I. Morris,~~ James F. Sullivan of the State of Connecticut, known to me to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand.

Deborah D. Giaccone
Deborah D. Giaccone
~~Notary Public~~
~~My commission expires~~

DEBORAH D. GIACCONE
NOTARY PUBLIC
MY COMMISSION EXPIRES
JULY 31, 1997

APPROVED:

Date: 2/2/95

~~Deputy~~ Assoc. Attorney General

(260)lr

Attachment A

1. Seal the upper portion of the West wall of the space now occupied by the Department of Advocacy.

2. Install hard wired carbon monoxide detectors in the space now occupied by the Department of Advocacy.

3. Increase the height of the venting stack proposed by Envirotest from 3 feet (which is mandated by code) to 12 to 15 feet, which according to our engineer should cause any airborne pollutants to completely bypass the Department of Advocacy's HVAC units. The engineer will determine the required height.

4. Add some additional sound attenuation to the West all of the space. This will be accomplished by adding insulsafe III, fiber glass insulation between the existing gypsum board and concrete masonry demising wall.

4155-200

FIRST AMENDMENT TO LEASE

This First Amendment to the hereafter-mentioned lease is made and entered into by and between Commerce Park Limited Partnership, hereinafter owner of the hereinafter-mentioned lease premises and hereinafter called the LESSOR, whose address is c/o the Boyden Company, 50 Weston Street, Hartford, Connecticut 06120, acting herein by BBC Realty LLC, its General Partner, duly authorized, acting by Bukk G. Carleton, III, a Member, duly authorized, and the State of Connecticut, hereinafter called the LESSEE, acting herein by P. J. Delahunty Jr., its Deputy Commissioner of Public Works, duly authorized, pursuant to subsection (a) of Section 4b-30 of the General Statutes of Connecticut, as revised.

WITNESSETH

WHEREAS, the LESSEE and the United of Omaha Life Insurance Company of Omaha, Nebraska, entered into a lease on January 17, 1995 ("Lease"), which Lease is recorded in Volume 3558 at page 14 on the land records for the City of Hartford, for the leasing of 17,628 square feet of net usable office space of the entire one-story building situated at 60-B Weston Street, Hartford, Connecticut; and

WHEREAS, Section Nineteen (19) of the Lease provided that "[t]his lease shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns; and

WHEREAS, on or about July 22, 1997, the said Omaha Life Insurance Company conveyed by Quitclaim Deed certain premises, including the premises leased the LESSEE under the Lease, at 60-B Weston Street, Hartford, Connecticut, to the LESSOR; and

WHEREAS, on or about July 22, 1997, the said Omaha Life Insurance Company assigned its interest in the Lease to the LESSOR; and

WHEREAS, the Lease will expire on November 30, 1999; and

WHEREAS, LESSEE desires to extend the term of the Lease for five (5) more years at the rental of $189,948.00 per year ($15,829.00 per month); and

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

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

1. The second sentence of Section Two (2) of the Lease is hereby deleted as of November 30, 1999.

2. Section Two (2) of the Lease is hereby further amended by adding a second paragraph to Section Two (2) of the Lease as follows:

On November 30, 1999, this lease shall be considered automatically extended for an additional five (5) year term, beginning December 1, 1999 and terminating on November 30, 2004 (hereinafter known as the "First Extension Term").

3. Section Six (6) of the Lease is hereby amended by adding a second paragraph to Section Six (6) of the Lease as follows:

The aforesaid rental rate of $207,216.00 per year ($17,268.00 per month) shall continue through and end on December 31, 1998. Beginning January 1, 1999 and continuing through November 30, 2004 of the First Extension Term of this lease, the LESSEE shall pay the LESSOR the rental of One Hundred Eighty-Nine Thousand Nine Hundred Forty-Eight Dollars ($189,948.00) per year, payable in equal monthly installments of Fifteen Thousand Eight Hundred Twenty-Nine Dollars ($15,829.00) by the end of each calendar month. The rental

(h)

for occupancy of less than a full calendar month at the commencement, termination or during any partial interruption of the First Extension Term of this lease, from December 1, 1999 through November 30, 2004, shall be prorated by dividing the monthly rent by thirty and multiplying the resulting quotient by the number of days of occupancy.

4. Section Seven (7) of the Lease is hereby amended by adding a second paragraph to Section Seven (7) of the Lease as follows:

The LESSEE shall have the option for a second extension or renewal of the lease term for an additional five (5) year term (hereinafter known as the "Second Extension Term"), which Second Extension Term shall run from December 1, 2004 through November 30, 2009, at the rental of $217,576.80 per year ($18,131.40 per month), provided notice be given in writing to the LESSOR at least ninety (90) days before the end of the aforesaid First Extension Term, but otherwise on the same terms and conditions that are not amended herein.

5. Section Eight (8) of the Lease is hereby amended by deleting the word "and" in the last line of the first paragraph of Section Eight (8) and adding in said last line, following the words "pest control", but before the period, the following:

; security service and/or system; painting in three-year intervals, and replacement of carpeting in five-year intervals; and maintenance and repairs as may be required to the demised premises during the term or terms of occupancy.

6. The second paragraph of Section Eight (8) of the Lease is hereby further amended by deleting from the last line thereof the word "and" and by adding in the last line thereof, following the words "(separately metered)", but before the period, the following:

; and security system monitoring.

7. Section Eight (8) of the Lease is hereby further amended by adding a third paragraph to Section Eight (8) of the Lease as follows:

Notwithstanding anything to contrary in this lease, the LESSOR at its sole expense and costs, agrees to the following: replace the current carpeting in the leased premises within ninety (90) days of the execution of this Amendment to the lease; paint the leased premises one time during the original term of the lease, and one time during the First Extension Term and one time during the Second Extension Term upon request of the LESSEE; and complete all modifications to the heating and air conditioning systems within ninety (90) days of the execution of this Amendment to the lease.

8. The Lease is hereby further amended by adding Section Twenty-Eight (28) to the Lease as follows:

28. As a special condition, the LESSOR agrees to the following:

   a. The LESSOR, at its sole expense and cost, shall cause the entire premises at 60-B Weston Street, Hartford, Connecticut, to be in compliance with the Americans with Disabilities Act of 1990, as amended.

9. Except as otherwise expressly stated in this First Amendment to the Lease, all of the amended provisions herein shall apply and be in full force and effect during the original term of the Lease, the First Extension Term, and during the Second Extension Term, if any, and all other provisions of the Lease not amended herein shall remain in full force and effect during the Lease, including during the First Extension Term, and during the Second Extension term, if any.

10. The Amendment to the lease shall not become effective and binding on the parties until said Amendment is approved by the Attorney General for the State of Connecticut.

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

Signed in the presence of:

Polly L. Dickinson)
Polly L. Dickinson)
Tammi N. Wilson)
Tammi N. Wilson

Commerce Park Limited Partnership
By: BBC Realty LLC, its general partner
duly authorized

by _____
Bukk G. Carleton III, Member
duly authorized

Date signed: 8-25-99

N'Marie Crumbie)
L. J. Rho)
L. J. Rho

State of Connecticut

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

Date signed: 9-1-99

State of New Hampshire
ss: West Lebanon
County of Grafton

The foregoing instrument was acknowledged before me this 25 day of August, 1999 by Bukk G. Carleton III, a member of BBC Realty LLC, a Connecticut Limited Liability Company, the general partner of Commerce Park Limited Partnership, a Connecticut limited partnership, on behalf of the said partnership.

In witness whereof I hereunto set my hand.

Tammi N. Wilson

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

TAMMI N. WILSON, Notary Public
My Commission Expires October 8, 2002

State of Connecticut
ss: Hartford
County of Hartford

On this the 1ST day of SEPTEMBER 19 99, before me, N'MARIE CRUMBIE, the undersigned officer, personally appeared P. J. Delahunty, Jr., of the State of Connecticut, known to me to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof ~~I hereunto~~ set my hand.

N'MARIE CRUMBIE

Notary Public
My commission expires 2/28/2001

Approved:

Date signed: 9/1/99

Attorney General

SECOND AMENDMENT TO LEASE

This Second Amendment to the hereafter-mentioned lease is made and entered into by and between Commerce Park Limited Partnership, hereinafter owner of the hereinafter-mentioned leased premises and hereinafter called the LESSOR, whose address is c/o The Boyden Company, 50 Weston Street, Hartford, Connecticut 06120, acting herein by BBC Realty LLC, its General Partner, duly authorized, acting by Bukk G. Carleton, III, a Member, duly authorized, and the State of Connecticut, hereinafter called the LESSEE, acting herein by James T. Fleming, Commissioner of Public Works, duly authorized, pursuant to subsection (a) of Section 4b-30 of the General Statues of Connecticut, as revised.

W I T N E S S E T H

WHEREAS, the LESSEE and the United of Omaha Life Insurance Company of Omaha, Nebraska, entered into a lease on January 17, 1995 ("Lease"), which Lease is recorded in Volume 3558 at page 14 on the land records for the City of Hartford, for the leasing of 17,268 square feet of net usable office space of the entire one-story building situated at 60-B Weston Street, Hartford, Connecticut; and

WHEREAS, Section Nineteen (19) of the Lease provided that "[t]his lease shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns; and

WHEREAS, on or about July 22, 1997, the said Omaha Life Insurance Company conveyed by Quitclaim Deed certain premises, including the premises leased the LESSEE under the Lease, at 60-B Weston Street, Hartford, Connecticut, to the LESSOR; and

WHEREAS, on or about July 22, 1997, the said Omaha Life Insurance Company assigned its interest in the Lease to the LESSOR; and

WHEREAS, the LESSEE and the Commerce Park Limited Partnership of Hartford, Connecticut, entered into a First Amendment to Lease on September 1, 1999 ("First Amendment to Lease"), which First Amendment to Lease is recorded in Volume 4155 at page 208 on the land records for the City of Hartford, for the leasing of 17,268 square feet of net usable office space of the entire one-story building situated at 60-B Weston Street, Hartford, Connecticut; and

WHEREAS, the First Amendment to Lease will expire on November 30, 2004; and

WHEREAS, LESSEE desires to extend the term of the First Amendment to Lease for five (5) more years at the rental of $202,899 per year ($16,908.25 per month); and

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

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

1. Section Two (2) of the Lease is hereby further amended by adding a third paragraph of Section Two (2) of the Lease as follows:

   On November 30, 2004, this lease shall be considered extended for an additional five (5) year term, beginning December 1, 2004 and terminating on November 30, 2009 (hereinafter known as the "Second Extension Term").

PAP
10/21/04

2. Section Six (6) of the Lease is hereby amended by adding a third paragraph to Section Six (6) of the Lease as follows:

   The aforesaid rental rate of $189,948 per year ($15,829 per month) shall continue through and end on November 30, 2004. Beginning December 1, 2004 and continuing through November 30, 2009 of the Second Extension Term of this lease, the LESSEE shall pay the LESSOR the rental of Two Hundred Two Thousand Eight Hundred Ninety Nine Dollars ($202,899.00) per year, payable in equal monthly installments of Sixteen Thousand Nine Hundred Eight Dollars and Twenty Five Cents ($16,908.25) by the end of each calendar month. The rental for occupancy of less than a full calendar month at the commencement, termination or during any partial interruption of the Second Extension Term of this lease, from December 1, 2004 through November 30, 2009, shall be prorated by dividing the monthly rent by thirty and multiplying the resulting quotient by the number of days of occupancy.

3. Section Seven (7) of the Lease is hereby amended by adding a third paragraph to Section Seven (7) of the Lease as follows:

   The LESSEE shall have the option for a third extension or renewal of the lease term for an additional five (5) year term (hereinafter known as the "Third Extension Term"), which Third Extension Term shall run from December 1, 2009 through November 30, 2014, at the rental of $208,942.80 per year ($17,411.90 per month), provided notice be given in writing to the LESSOR at least one hundred eighty (180) days before the end of the aforesaid Second Extension Term, but otherwise on the same terms and conditions that are not amended herein. 6/3/09

4. Section Eight (8) of the Lease is hereby amended by replacing the third paragraph to Section Eight (8) of the Lease as follows:

   Notwithstanding anything to contrary in this lease, the LESSOR at its sole expense and costs, agrees to the following: replace the current carpeting in the lobby and clean the carpeting of the entire demised premises upon request of the LESSEE one time during the Second Extension Term; replace the current carpeting one time during the Third Extension Term upon the request of the LESSEE; paint the leased premises one time during the original term of the lease, and one time during the First Extension Term and one time during the Second Extension Term and one time during the Third Extension Term upon request of the LESSEE; install a doorbell outside the front entrance; construct two floor to ceiling partitions with doors off of lobby, at the beginning of the corridors thereby closing off the two entrances to the office areas from the lobby; raise the height of the reception counter/desk providing added security for receptionist, as shown in Attachment A which is attached hereto and made a part hereof and balance the heating and air conditioning systems at the request of the LESSEE. Said renovation and improvement work shall be completed by LESSOR within ninety (90) days of the date of approval of this Second Amendment to Lease by the Attorney General of the State of Connecticut. All work shall be in compliance with the State Building Code, the State Fire Safety Code, and any other applicable codes, rules regulations, laws and ordinances.

   The LESSEE shall also complete renovation work to provide added security to the premises as follows: install swipe card security system for the front entrance, as well as, installation of the swipe card system for the two new entrance doors to office areas from lobby and installation of four blue strobe lights to the existing system. AP 10/21/04

Said renovation work shall be completed within ninety (90) days of the date of approval of this Second Amendment to Lease by the Attorney General of the State of Connecticut.

5. Except as otherwise expressly stated in this Second Amendment to the Lease, all of the amended provisions herein shall apply and be in full force and effect during the original term of the Lease, the First Extension Term, the Second Extension Term and during the Third Extension Term, if any, and all other provisions of the Lease not amended herein shall remain in full force and effect during the original term of the Lease, during the First Extension Term, during the Second Extension Term, and during the Third Extension Term, if any.

6. The Second Amendment to Lease shall not become effective and binding on the parties until said Amendment is approved by the Attorney General for the State of Connecticut.

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

WITNESSES:

Name:

Name:

LESSOR
COMMERCE PARK LIMITED PARTNERSHIP
BY: BBC REALTY LLC, its General Partner
Duly Authorized

By _____
Bukk G. Carleton, III
Its Member, Duly authorized

Date signed: 4/16/04

WITNESSES:

Name: Holly J. Hart

Name: Sylvia J. Bugbee

STATE OF CONNECTICUT

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

Date signed: 6/10/04

PAP
10/21/04

STATE OF ~~CONNECTICUT~~ New Hampshire)
) ss: West Lebanon
COUNTY OF Grafton) City/Town

On this the 16 day of April, 2004, before me, the undersigned officer, personally appeared Bukk G. Carleton, III, known to me (or satisfactorily proven) to be the Member of BBC Realty, 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 as his free act and deed and that of the limited liability company.

In Witness Whereof I hereunto set my hand.

My Commission Expires: Jan. 24, 2006

Cheryl Leworgy
Notary Public
~~Commissioner of the Superior Court~~

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

On this the 10th day of June, 2004, 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 as therein stated and for the purposes therein contained.

In Witness Whereof I hereunto set my hand.

My Commission Expires:
My Commission Exp. Aug. 31, 2007

Sylvia J. Bugbee
Notary Public
Commissioner of the Superior Court

Approved:
OFFICE OF PROTECTION AND ADVOCACY
FOR PERSONS WITH DISABILITIES

James D. McGaughey
BY: James D. McGaughey
Its: Executive Director

Date signed: May 19, 2004

Approved:
STATE PROPERTIES REVIEW BOARD

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

Date signed: 10/21/04

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

Anne W. Gregg Deputy Secretary

BY: MARC S. RYAN
Its: SECRETARY

Date signed: 8/13/04

Approved:
ATTORNEY GENERAL

By William B. Gundling
Associate Attorney General

Date signed: 11/8/04

Certification by Agency Official
or Employee Authorized to Execute Leases

I, James T. Fleming, am authorized to execute the attached Lease on behalf of the DPW. I hereby certify that the selection of the person, firm or corporation for the attached Lease, was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

Sworn as true to the best of knowledge and belief, subject to the penalties of false statement.

James T. Fleming
Signature

Oct. 5, 2004
Date

Sworn and subscribed before me on this 5th day of Oct 2004.

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

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

RAP
10/21/04

CERTIFICATE OF AUTHORITY
COMMERCE PARK LIMITED PARTNERSHIP

I, William M. Braucher, the undersigned, do hereby certify that I am a Managing Member of BBC Realty, LLC, the General Partner of Commerce Park Limited Partnership.

The General Partner is authorized to sign any and all Leases or Amendment to Lease on behalf of Commerce Park Limited Partnership, and further, Bukk Carleton is authorized to execute said documents on behalf of the General Partner and the Partnership.

Dated this 24th day of August, 1999.

William M. Braucher, Certifying Partner

PAO
10/21/04

AFFIDAVIT
CONTRACTOR OR LESSOR
INTEGRITY IN STATE CONTRACTING POLICY
OFFICE OF THE ATTORNEY GENERAL

I, Bokk Carleton III, hereby swear that, during the ten years preceding the date of this affidavit, neither I nor an official, employee or agent of myself or Commerce Park Limited Partnership, or BBC Realty, LLC, its general partner (legal name of entity) have provided or caused to be provided gifts, as defined in Conn. Gen. Stat. §1-79(e), except as otherwise set forth below, including a gift for the celebration of a major life event as described in Conn. Gen. Stat. §1-79(e)(12), to a state official or employee of the contracting or leasing agency or a state official or employee of a state agency or department which has supervisory or appointing authority over the contracting or leasing agency. The contracting agency has provided me with the names of the following agencies or departments that have supervisory or appointing authority over such department:

Protection & Advocacy for Person with Disabilities, Department of Public Works, Office of Policy and Management, State Properties Review Board, Office of the Governor

Name of recipient of the gift	Description of gift and value	Date of gift
1. 0	0	
2. 0	0	
3. 0	0	
4. 0	0	

Sworn as true to the best of my knowledge and belief, false statement punishable under law:

Print name: Bokk Carleton III

Date 2/12/04

Sworn and subscribed before me on this 12th day of FEBRUARY, 2004,

STATE OF COLORADO)
) s.s.
COUNTY OF PITKIN)

Nancy K. Bosshard
Commissioner of the Superior Court/
Notary Public

My Commission expires March 27, 2004

PAP 10/21/04

ASSIGNMENT OF RENTS AND LEASES

KNOW ALL MEN BY THESE PRESENTS THAT United of Omaha Life Insurance Company, hereinafter called Assignor, for and in consideration of the sum of Ten and No/100ths ($10.00) Dollars cash and other good and valuable consideration to it in hand paid by Commerce Park Limited Partnership, whose address is c/o The Boyden Company, 580 Cottage Grove Road, Bloomfield, Connecticut 06002, hereinafter called Assignee, receipt of which is hereby acknowledged and confessed, has ASSIGNED, SOLD and CONVEYED, and by these presents does ASSIGN, SELL and CONVEY unto the said Assignee, all of Assignor's interest, to the extent transferable or assignable, in the following items relating to the real property described in the attached Exhibit A ("**Property**"):

All leases for the use and occupancy of the Property; including, without limitation, the leases described in the attached Exhibit B (collectively, "**Leases**");

All rents, security deposits and other benefits accruing from the Leases after the transfer of the Property from Assignor to Assignee (collectively, "**Rents**"); and

All guaranties (if any) of the obligations of the Lease tenants; including, without limitation, the guaranties described in the attached Exhibit C (collectively, "**Guaranties**").

All of the said assignments are without recourse.

Executed on this 22 day of July, 1997.

Witnessed by:

J.Z. Gotsdiner

J. Boswell

J. BOSWELL

United of Omaha Life Insurance Company,
a Nebraska corporation

By Rodney P Walker

Title VICE PRESIDENT

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Omaha, July 22, 1997
[town]

The foregoing instrument was acknowledged before me this 22nd day of July, 1997 by ~~Michael J. Thrasher, First~~ RODNEY P. WALKER Vice President of United of Omaha Life Insurance Company, a Nebraska corporation, on behalf of the corporation.

Mary C Baker
Notary Public
My Commission expires: 9-27-98

GENERAL NOTARY-State of Nebraska
MARY C. BAKER
My Comm. Exp. Sept. 27, 1998

PAP
10/21/04

EXHIBIT A

All that certain parcel or parcels of land located in the City of Hartford, County of Hartford, State of Connecticut, known as 40-50-60 Weston Street, more particularly described as found on a certain map or plan entitled "AS-BUILT SURVEY GORDON COMMERCE CENTER, 40-50-60 Weston Street Hartford, Connecticut Scale 1"=30' Date May 1989, Rev. 6/5/89 Drawn by JTM, John Lawrence Assoc. Engineers-Surveyors 486 Prospect Ave., Hartford, CT 06105", which map or plan is to be filed in the office of the Hartford Town and City Clerk, and being further described as follows:

Beginning at a point in the easterly street line of Weston Street, said point being 181 feet more or less northerly from the angular intersection of Weston Street and is the southwest corner of the parcel.

Thence northerly along the easterly street line of Weston Street with a bearing of N 22°-15'-06" E and a distance of 508.82 feet to a point.

Thence easterly along the northerly property line of land now or formerly of Bowlmaster, Inc. and land now or formerly of Incredible Motel, Inc. with a bearing of S66°-39'-49" E and a distance of 490.89 feet to a point.

Thence southerly along land now or formerly of Gulf Oil Corp. with a bearing of S 21°-09'-31" W and a distance of 165.08 feet to a point.

Thence westerly along land now or formerly of Dora Pisetsky with a bearing of N 68°-50'-29" W and a distance of 100.00 feet to a point.

Thence southerly along land now or formerly of Dora Pisetsky with a bearing of S 21°-09'-31" W and a distance of 162.50 feet to a point.

Thence easterly along land now or formerly of Dora Pisetsky with a bearing of S 68°-50'-29" E and a distance of 50.00 feet to a point.

Thence southerly along land now or formerly of Pleagane Enterprises, Inc. with a bearing of S 21°-09'-31" W and a distance of 162.50 feet to a point.

Thence westerly along land now or formerly of Moses J. Neiditz, et al, Pennzoil Company and C&G Warehouse, Inc., partly by each, with a bearing of N 68°-50'-29" W and a distance of 450.24 feet to a point being the point of beginning.

Said parcel contains 223,070.08 square feet or 5.12 acres.

PAP
10/21/04

EXHIBIT B

1. Rights of tenants in possession, if any, other than the owner.

2. Any and all provisions of any ordinances, municipal regulation, or public or private law, decisions, restrictions, covenants and easements of record and such state of facts as would be disclosed by a current, accurate survey and inspection of the premises.

3. Permitted Exceptions set forth in the Purchase Contract dated June 3, 1997, as amended by First Amendment to Purchase Contract dated July 2, 1997 between Grantor and Landtect Corporation.

4. Taxes on the Grand list of October 1, 1996 not yet due and payable, and taxes for all subsequent years.

5. Notice of Lease from Gordon Commerce Park Associates to The Landmark Bank dated September 15, 1989 and recorded September 22, 1989 in Volume 2985 at Page 12 of the Hartford Land Records.

6. Terms and provisions of the Final Program Plan for North Meadows Industrial & Business Project recorded December 2, 1983 in Volume 2122, Page 63 of the Hartford Land Records.

7. Terms and provisions of a Contract for Sale of Land for Private Development by and between the City of Hartford and Gordon Commerce Park Associates dated October 14, 1987, recorded October 15, 1987 in Volume 2675, Page 249 of the Hartford Land Records, as modified by Certificate of Completion dated November 22, 1996 recorded November 25, 1996 in Volume 3760, Page 312 of said Land Records.

8. Terms and provisions of a Quit Claim Deed from the City of Hartford to Gordon Commerce Park Associates dated October 14, 1987, recorded October 15, 1987 in Volume 2675, Page 303 of the Hartford Land Records, as modified by Certificate of Completion dated November 22, 1996, recorded November 25, 1996 in Volume 3760, Page 312 of the Hartford Land Records.

9. Electric Distribution easement from Gordon Commerce Park Associates to The Connecticut Light and Power Company dated May 6, 1988, recorded June 9, 1988 in Volume 2781, Page 277 of the Hartford Land Records.

10. Lease from Gordon Commerce Park Associates to the State of Connecticut dated September 14, 1988 recorded December 13, 1988 in Volume 2867, Page 259 of the Hartford Land Records.

11. Lease from United of Omaha Life Insurance Company to the State of Connecticut dated January 17, 1995, recorded February 7, 1995 in Volume 3558, Page 14 of the Hartford Land Records.

12. Notice of Lease from United of Omaha Life Insurance Company to Envirotest Systems Corp. dated August 8, 1994 recorded October 30, 1995 in Volume 3634, Page 177 of the Hartford Land Records.

13. Notice of Variance granted by Hartford Zoning Board of Appeals recorded March 20, 1996 in Volume 3676, Page 183 of the Hartford Land Records.

PAP
10/21/04

STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC WORKS

Raeanne V. Curtis
Commissioner

March 20, 2009

Mr. Bukk G. Carleton, III, Member
BBBC Commerce Park, LLC, General Partner
Commerce Park Limited Partnership
21 Technology Drive, Suite 6
West Lebanon, NH 03784

VIA CERTIFIED MAIL # 7007 0710 0003 3525 5429

Re:	Exercise of renewal option of the Second Amendment to Lease dated November 8, 2004 by the Attorney General, and commencing on December 1, 2009 for leased space located at 60B Weston Street, Hartford, CT
	Occupied by the Office of Protection and Advocacy for Persons with Disabilities

Dear Mr. Carleton:

As you know, the current lease expires on November 30, 2009; however the State Of Connecticut has a five (5) year renewal option that must be exercised, with an advance notice date of June 3, 2009.

In accordance with Paragraph 3 of the Second Amendment to Lease dated November 8, 2004, this letter is to inform you of the State's exercise of the extension option, so that the term will run from and after December 1, 2009 through November 30, 2014, at the rental of $208,942.80 per year, payable in equal installments of $17,411.90 per month.

All terms and conditions of the original lease referred to above remain the same. As stated in Paragraph 4 of the Second Amendment to Lease, the Lessor shall replace the carpet and paint the demised premises one time during the third extension, at the request of the Lessee, as already agreed between the Lessor and the Lessee.

On behalf of the Office of Protection and Advocacy for Persons with Disabilities and the Department of Public Works, we would like to express our appreciation for the courtesies that you and your staff have extended to us during our term of occupancy. The State of Connecticut is pleased to remain at the 60B Weston Street building for an extended five-year term.

Re:	Exercise of renewal option of the Second Amendment to Lease dated November 8, 2004 by the Attorney General, and commencing on December 1, 2009 for leased space located at 60B Weston Street, Hartford, CT

Please acknowledge receipt of this notice in the space provided below and fax to our office at (860) 713-7260.

Should you have any questions concerning the extension term, please contact Thomas C. Jerram at (860) 713-5605.

Sincerely,

Raeanne V. Curtis

Raeanne V. Curtis
Commissioner

RVC/tj

cc: James McGaughey, OPAPD
Susan P. Amenta, DPW
Paul Hinsch, OPM
Lease File