LEASE

This lease is made and entered into the 28th day of May, 1997 by and between Litchfield Professional Building, a partnership, hereafter called the LESSOR, whose address is 63 West Street, Litchfield, Connecticut 06759, acting herein by George T. Carofino, a partner, duly authorized, and the State of Connecticut, hereafter called the LESSEE, acting herein by P. J. Delahunty, Jr., its Deputy Commissioner of Public Works, duly authorized, pursuant to the provisions of subsection (a) of Section 4b-30 of the General Statutes of Connecticut, as revised.

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

1. The LESSOR hereby leases unto the LESSEE a total of 2,600 net usable square feet of second floor space consisting of the entire second floor situated at 63 West Street, in the Town of Litchfield, County of Litchfield and State of Connecticut, together with all appurtenances thereto and all right to means of ingress into and egress out of the leased premises and together with the improvements, fixtures, equipment and facilities of the LESSOR now located or to be located on said premises.

2. The LESSEE is to have and to hold the said premises with their appurtenances for the term of five (5) years commencing July 1, 1997.

3. The LESSOR agrees to renovate and improve the demised premises in accordance with the plan document entitled "PLAN FOR RENOVATIONS & EXPANSION: 1/12/97 2nd Floor, Litchfield Prof'l Bldg. State's Attorney's Office." Said document is incorporated herein by reference and made a part hereof as though fully set forth herein. The LESSOR shall also improve, by painting and carpet cleaning, the 1,588 square-foot second floor office space leased by the LESSEE under a lease entered into on April 22, 1996 between the parties hereto, which space is included in the space leased under this lease. The LESSOR shall also improve, by painting and the installation of carpeting, the remaining space leased under this lease that is in excess of said 1,588 square feet of space.

4. The LESSEE shall pay the LESSOR the rental of thirty-nine thousand six hundred fifty dollars and four cents ($39,650.04) per year, payable in equal monthly installments of three thousand three hundred four dollars and seventeen cents ($3,304.17) 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.

The LESSOR shall submit to the LESSEE contractor and/or subcontractor invoices reflecting the actual cost of the aforementioned renovations and improvements to the demised premises. The LESSEE shall pay the LESSOR a one-time fee not to exceed ten thousand dollars ($10,000) toward the cost of said renovations and improvements. Said payment shall be made within a reasonable time after the acceptance of such renovations and improvements by the LESSEE'S Department of Public Works.

5. The term of this lease may be extended at the option of the LESSEE for five (5) years at $41,599.92 per year ($3,466.66 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.

6. The LESSOR shall furnish the following to the LESSEE: heating system; air-conditioning system; 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 window washing; reserved, on-site, paved, lighted and striped parking spaces for four (4) cars; snow and ice removal and sanding; outside rubbish removal; pest control; groundskeeping; and replacement of burnt-out ballasts.

The LESSEE shall provide and pay for: separately-metered electricity, including consumption for the lights, air-conditioning system and heat; janitor service within the demised premises; and replacement of burnt-out fluorescent tubes and bulbs.

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

(For Department of Public Works information only: Chief State's Attorney's offices)

8. The LESSOR shall maintain the demised premises and any and all equipment, fixtures, and appurtenances, whether severable or not, furnished by the LESSOR under this lease in good repair and tenantable condition, except in case of damage arising from the act or negligence of the LESSEE, its agents or employees or invitees, to include painting, after business hours, in three (3) year intervals, or longer intervals at the discretion of the LESSEE, if needed, as reasonably determined by the LESSEE, and carpet replacement or carpet cleaning, after business hours, at the beginning of the extension portion, if any, of the lease term or at a later date at the discretion of the LESSEE during the extension portion, if any, of the lease term, if needed, as reasonably determined by the LESSEE. The LESSOR shall be responsible to move all furniture, fixtures and equipment during painting and also during any replacement of the carpeting. 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.

9. 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.

10. The LESSEE may sublet all or any part of the demised premises or assign this lease but only with 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.

11. 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.

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

13. At the expiration or other determination of this lease, the LESSEE 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.

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

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

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

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

18. 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.

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

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

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

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

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

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

provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission, advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and Conn. Gen. Stat. Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. Sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the commission on human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and Conn. Gen. Stat. Section 46a-56. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

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

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

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

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

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

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

22. 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.

23. After the approval of this lease by the Attorney General of the State of Connecticut, the renovations and improvements to the leased premises as called for in section three shall be completed by the LESSOR by June 30, 1997.

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

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

24. The LESSEE shall pay as additional rent thirty-six and eight-tenths percent (36.8%) of any real property tax increases on the property at 63 West Street, Litchfield, Connecticut, during the term of occupancy above the taxes levied on such property on the Litchfield Grand List of October 1, 1997, 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 Litchfield fiscal year (July 1 to June 30) basis, and there will be an apportionment on a per-diem basis in regard to the last possible additional rental payment in the event occupancy by the LESSEE ends on a day other than June 30.

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

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

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

In the event of any abatement of the taxes due in regard to the above-mentioned Grand List with respect to the property, any such abatement shall, for the purposes of this section, be considered to have never occurred. The LESSEE shall benefit from the reduction or elimination of any payment that it is responsible for under the provisions of this section and shall also benefit from any credit or addition to the credit allowable to the LESSEE under the provisions of this section because of any other abatement of the taxes on the property. An abatement of taxes may occur by means of a reduction of an assessment or by means of a direct reduction of taxes.

25. 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 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.

The LESSOR agrees that the work product resulting from compliance with items a, b and c of Robert F. Tabaka's memorandum dated January 26, 1996 to Mary Ann Kouyoumjian shall continue to remain in existence while the LESSEE leases all or any part of the Litchfield Professional Building. Said memorandum is incorporated herein by reference and made a part hereof as though fully set forth herein.

The LESSOR further agrees that the LESSEE shall be permitted during the duration of this lease to make use of the first floor of the Litchfield Professional Building, as needed, in order for the LESSEE to stand in compliance with the requirements of the Americans with Disabilities Act of 1990 including any amendments or regulations pertaining thereto.

26. 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:

Carol J. Iannuzzi

Litchfield Professional Building

by _____
George T. Carofino, a partner,
duly authorized

Date signed: May 20, 1997

N'MARIE CRUMBIE

Marjorie E. Heap

State of Connecticut

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

Date signed: 5-28-97

State of Connecticut
County of Litchfield

The foregoing instrument was acknowledged before me this day of May 20, 1997 by George T. Carofino, partner, on behalf of Litchfield Professional Building, a Connecticut partnership.

In witness whereof I hereunto set my hand.

WILLIAM A. BARONE
~~Commissioner of the Superior Court~~
Notary Public
My commission expires November 30, 1997

State of Connecticut
County of Hartford

On this the 28th day of MAY 1997, before me, N'MARIE CRUMBIE, the undersigned officer, personally appeared P. J. Delahunty, Jr., of the State of Connecticut, known to me to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand.

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

Approved:

Attorney General

Date signed: 6/5/97

(592)lr

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease (the "Amendment") is entered into by and between Litchfield Professional Building, LLC (the "LESSOR"), a Connecticut limited liability company with a mailing address of 63 West Street, Litchfield, Connecticut 06759, acting herein by Randolph C. Kinkade, its Member, duly authorized, and the State of Connecticut (the "LESSEE"), acting herein by James T. Fleming, its Commissioner of the Department of Public Works, 165 Capitol Avenue, Hartford, CT 06106, pursuant to the provisions of subsection (a) of Section 4b-30 of the General Statutes of Connecticut, as revised.

W I T N E S S E T H

WHEREAS, on or about May 28, 1997, the LESSOR and the LESSEE entered into a lease ("Lease") for 2,600 net usable square feet of second floor space consisting of the entire second floor, and reserved, on-site paved, lighted and striped parking spaces for four (4) cars situated at 63 West Street, in the Town of Litchfield, County of Litchfield and State of Connecticut; and

WHEREAS, neither LESSOR nor LESSEE are in default of the Lease; and

WHEREAS, the Lease term terminates June 30, 2007; and

WHEREAS, the parties hereto desire to amend the Lease.

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

1. Section 1 of the Lease is hereby amended to add the following sentence:

   The LESSEE shall have use of the first floor closet situated at the rear stairwell for storage at no additional cost. LESSOR shall install a ceiling light within thirty (30) days of approval of this Amendment by the Office of the Attorney General.

2. Section 2 of the Lease is hereby deleted and replaced with the following:

   The LESSEE is to have and to hold the Demised Premises with their appurtenances for an extended term of years commencing July 1, 2007 and terminating June 30, 2010.

3. Section 5 of the Lease is hereby amended to add the following paragraph:

   Commencing on July 1, 2007, the LESSEE shall pay the LESSOR the increased fixed base rental of Forty-Four Thousand Five Hundred Eleven and 84/100

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($44,511.84) Dollars per year, payable in equal monthly installments of Three Thousand Seven Hundred Nine and 32/100 ($3,709.32) Dollars by the end of each calendar month.

4. LESSEE hereby accepts the Grand List of October 1, 2003, issued by the Town of Litchfield, and agrees to pay its thirty-six and eight-tenths percent (36.8%) pro-rata share of the increase in taxes from the base tax year, Grand List of October 1, 2001, in accordance with Section 24 of the Lease, commencing with the first tax bill following approval of this Amendment by Office of the Attorney General. Notwithstanding, LESSOR must comply with the notice provisions of Section 15 in regard to any future revaluations in order to receive tax increases pursuant to Section 24 of the Lease.

5. The Lease is hereby amended to add the following section, as follows:

Section 27. 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 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)

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a grant, loan or loan guarantee, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

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

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

(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

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subparagraph, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

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

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

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

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

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described in the bid solicitation or request for proposals and shall not be awarded any other State Contract for one year after the election for which such contribution is made or solicited. Such officer shall submit the affidavit to the contracting State Agency or Quasi-public Agency prior to, in the case of an RFP, executing a negotiated contract or prior to, in the case of an ITB, the award and acceptance of a contract. In the case of an application for prequalification to the Connecticut Department of Administrative Services ("DAS"), the application shall not be deemed to be complete until DAS receives the affidavit. The State Contractor or Prospective Contractor shall submit the affidavit on a form which the State Elections Enforcement Commission ("SEEC") prescribes.

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

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

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

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submit and deliver the form timely.

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

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

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

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

6. All of the terms and conditions of the Lease to the extent that they are not hereby amended, shall remain in full force and effect.

7. This First Amendment, whatever the circumstances, shall not be binding on the LESSEE unless and until approved by the Attorney General of the State of Connecticut, as evidenced by his signature, thereon, and delivered to the LESSOR.

PKB
5/29/07

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

Signed in the presence of:

Lisa B Beyer

Lisa B Beyer

Carol H Goslee
Carol H. Goslee

Holly J. Hart
Holly J. Hart

Diane M. Chase
Diane M. Chase

Litchfield Professional Building, LLC

By: Randolph C. Kinkade
Randolph C. Kinkade
Its Member
Duly authorized

Date signed: 3/12/07

State of Connecticut

By: James T. Fleming
James T. Fleming
Its Commissioner
Duly authorized

Date signed: 4/5/07

PA
5/29/07

State of Connecticut)
) ss:
County of)

The foregoing instrument was acknowledged before me, the undersigned officer, this 12th day of March, 2007 by Randolph C. Kinkade, Member of Litchfield Professional Building, LLC who being authorized so to do, executed the foregoing instrument, and acknowledged that he executed the same for the purposes therein contained, signing his name by himself as Member, on behalf of Litchfield Professional Building, LLC.

LISA A. LOSEE
NOTARY PUBLIC
My Commission Expires 01/31/2012

Notary Public
My commission expires

State of Connecticut)
) ss:
County of)

On this the 5th day of April 2007, before me, the undersigned officer, personally appeared James T. Fleming, Commissioner of Public Works for the State of Connecticut, known to me to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained. In witness whereof I hereunto set my hand.

Notary Public
My commission expires

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

AB
5/29/07

Accepted:
OFFICE OF CHIEF STATE'S ATTORNEY

By: _____ Date signed: 3/3/07
Kevin T. Kane
Its Chief State's Attorney

Approved in Conformance with
Conn. Gen. Stat. 4b-23(o)(2), As Revised
As to Gross Cost and Total Square Footage:
OFFICE OF POLICY & MANAGEMENT

By: _____ Date signed: 5/10/07
Robert Genuario
Its Secretary

Approved:
STATE PROPERTIES REVIEW BOARD

By: _____ Date signed: 5/29/07
Pasquale A. Pepe
Its Chairman

Approved:
ATTORNEY GENERAL

By: _____ Date signed: 6/14/07
William B. Gundling
Its Associate Attorney General

PAP
5/29/07

Certification by Agency Official

or Employee Authorized to Execute Leases

I, Jeremy Fleming, am authorized to execute the attached License Agreement on behalf of the DPW, I hereby certify that the selection of the person, firm or corporation for the attached License Agreement is not the result of Collusion, the giving of a gift or the promise of a gift, compensation, fraud or in appropriate influence from any person.

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

Jeremy Fleming
Signature

4/3/07
Date

Sworn and subscribed before me on this 5th day of April 2007.

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

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

Revised 8/23/04

LLC CERTIFIED RESOLUTION

I, George T. Carofino, a Member of Litchfield Professional Building, LLC (the "Company"), a limited liability company organized and existing under the laws of the State of Connecticut, hereby certify: (i) the Company is run by its Members; (ii) that Randolph C. Kinkade and George T. Carofino are all the Members of the Company; and (iii) Randolph C. Kinkade is not prohibited or limited by the Articles of Organization from binding the Company, and is hereby empowered and authorized, on behalf of the Company, to execute and deliver leases, contracts and amendments thereto, and all documents required by the Governor, the Connecticut Department of Public Works, the Connecticut State Properties Review Board or the Office of the Attorney General associated with such leases, contracts and amendments.

IN WITNESS WHEREOF, the undersigned has affixed his/her signature this 17th day of March, 2007. The Company has no seal.

Print name: George T. Carofino
Its: Member

Chief State's Attorney's Office
63 West Street, Litchfield, CT

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 63 West Street, Litchfield, Connecticut including the beneficiary of any undisclosed trust or the equitable owner of such property or premises, are listed below. Corporations shall also list the names and address of their officers, directors and stockholders, except that his 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 address of all general partners and limited partners in the limited partnership.

Names, Addresses and Phone Numbers (attach additional sheet if necessary):

1. Litchfield Professional Building, LLC, 63 West Street, Litchfield, CT 06759

2. Randolph C. Kinkade, Member, 63 West Street, Litchfield, CT 06759 (860) 567-3133

3. George T. Carofino, Member, Norfolk Road, Litchfield, CT 06759

If, before the approval of the instant First Amendment to 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 Department of Public Works within seven (7) days indicating the change as required pursuant to Public Act 91-166.

By Randolph C. Kinkade Date 3/19/07
Randolph C. Kinkade, Member

Subscribed and sworn to before me this 19th day of March, 2007, at Litchfield, Conn.

Lisa A. Losee
~~Commissioner of the Superior Court~~
Notary Public
My commission expires 1/31/2012

LISA A. LOSEE
NOTARY PUBLIC
My Commission Expires 01/31/2012

Revised 8/23/04

STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC WORKS

Certified Mail 1-31-02
7099-3400-0018-3030-8908

January 30, 2002

T. R. Anson
Commissioner

Litchfield Professional Building
63 West Street
Litchfield, CT 06759

Attn: Dr. Randy Kinkade

RE: OFFICE OF THE CHIEF STATE'S ATTORNEY - 63 WEST STREET, SECOND FLOOR, LITCHFIELD, CONNECTICUT – EXERCISE OF RENEWAL OPTION OF THE LEASE DATED MAY 28, 1997 PRB 97-177 PRB 02-16

Dear Dr. Kinkade:

As you know, the current lease will expire on June 30, 2002; however, the State of Connecticut has a five (5) year renewal option that must be exercised on or before March 30, 2002.

In accordance with Section 5 of the lease dated May 28, 1997, this is to notify you that the State of Connecticut is hereby exercising its extension option for continued use and occupancy by the Office of the Chief State's Attorney of 2,600 net usable square feet of second floor office space located at 63 West Street in Litchfield, Connecticut. The new term will run from and after July 1, 2002 through June 30, 2007, at the increased rental of $41,599.92 per year, payable in equal monthly installments of $3,466.66 per month. All other terms and conditions of the above-referenced lease shall remain the same.

In compliance with Section 8 of the above-referenced lease, the Lessor shall perform the following maintenance and improvement work to the leased premises, as part of the rental consideration:

a. Carpet replacement throughout the demised premises, except lavatories where tile currently exists. The work shall be accomplished after business hours. The Lessor will be responsible to move all furniture, fixtures and equipment at its expense.

b. Painting of all interior walls throughout the demised premises, after business hours. Lessor will be responsible to move all furniture, fixtures and equipment at its expense.

c. Replace all damaged ceiling tiles and straighten crooked tiles throughout;

d. Replace cracked sink in lavatory located off reception area;

e. Repair wallpaper over sink in second lavatory;

f. Check front window for water leaks; check outlet beneath window for fire safety;

g. Replace missing baseboards throughout;

h. Repaint walls in front and back entrances to the demised premises;

i. Patch, spackle and paint hole in wall under clock in library;

j. Replace vent in Victims Advocate Office with a vent with a lever to open and close vent.

The Lessor shall use his best efforts to complete all work before October 1, 2002. Would you please contact Elisabeth Fuerst, at (860) 713-5604, upon completion of the above-mentioned work to schedule a walk-through.

On behalf of the Office of the Chief State's Attorney and the Department of Public Works, we wish to thank you for the courtesies that you and your staff have extended to us during its lease term. The agency is looking forward to continuing its tenancy at 63 West Street in Litchfield.

Sincerely,

T. R. Anson
Commissioner

TRA/ef
cc: State Properties Review Board

bcc: Steve Grasso, Office of the Chief State's Attorney