LEASE

This lease is made and entered into by and between LM BRIDGEPORT, LLC, acting by Joan D. Benedetto; David D'Addario, Lawrence D'Addario and Albert F. Paolini, duly authorized co-executors of the Estate of F. Francis D'Addario; and David D'Addario, Lawrence D'Addario and Albert F. Paolini, as trustees under a revocable trust agreement between F. Francis D'Addario, settlor, and Lawrence B. Schwartz, trustee, dated June 28, 1983, together hereafter called the LESSOR, whose address is 333 State Street, PO Box 7056, Bridgeport, Connecticut 06601, 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 the first and second floors, containing 57,430 contiguous square feet of net usable office space, within a building situated on 1.004 acres of land at 925 Housatonic Avenue in the City of Bridgeport, County of Fairfield and State of Connecticut, together with all improvements and appurtenances thereto and all right to means of ingress into and egress out of the leased premises and together with the improvements, fixtures, equipment and facilities of the LESSOR now located or to be located on said premises.

2. The LESSEE is to have and to hold the said premises with their appurtenances for the term of five (5) years commencing on the date established in Section Twenty-Seven (27) of this lease.

3. By means of a lease amendment to this lease that is subject to the prior written approval of the State Properties Review Board, the LESSEE shall have the option to lease any basement space, at any time during the initial lease term, renewed or extended terms of this lease or during any hold over period, at the annual rental rate of $2.00 per square foot of net usable square foot of basement space in "as is" condition.

If the LESSEE exercises its said option and leases the said basement space, the LESSOR at its sole cost shall be responsible for the construction and satisfactory completion of any renovations, improvements and work, if any, to the basement leased space that may be required by the LESSEE. Said renovations, improvements and work shall be subject to the prior written approval of the LESSEE and the State Properties Review Board. The cost of said renovations, improvements and work shall be amortized as additional rent over the remaining term or over the extended or renewed term or the hold over period of the lease at an annual rate of interest competitive with market financing rates but in no event at a rate that exceeds the annual face rate payable by the LESSOR to the LESSOR'S mortgagee. The LESSOR shall provide the LESSEE with a copy of the financing commitment prepared by the LESSOR'S mortgagee prior to the commencement of any amortization payments. If the LESSEE'S said renovations, improvements and work are financed by the LESSOR without benefit of a third party, the LESSOR and LESSEE shall agree as to what constitutes the prevailing market financing rate for a similar undertaking. The principle of the amortization and interest rate shall be subject to the prior written approval of the LESSEE and the State Properties Review Board.

If the LESSEE exercises its said option and leases any said basement space, the cost to separately meter utilities that serve basement space leased by the LESSEE, and any renovations, improvements and work to the basement that are not typically regarded as tenant improvements or renovations shall be at the LESSOR'S sole cost and expense. The LESSEE shall pay the consumption costs of separately metered utilities for the leased basement space only. The cost of all other utilities consumed because of the LESSEE'S use and occupancy of the demised premises aforesaid in Section One (1) of this lease shall be borne solely by the LESSOR as set forth in Section Nine (9) of this Lease.

In the event that the LESSEE exercises its said option to lease the basement space, any renovations, improvements and work to the basement by the LESSOR on behalf of the LESSEE shall be completed within ninety (90) days after the Attorney General for the State of Connecticut approves the said amendment with respect to the exercise of such option, the delivery of said amendment to the LESSOR, the obtaining from the LESSOR a written receipt of delivery of said amendment, pursuant to the manner provided in Section Twenty-Two (22) of this lease.

4. The LESSOR, at its sole expense, agrees to renovate and improve the demised premises in accordance with the plans entitled "Department of Social Services 925 Housatonic Avenue Bridgeport, CT" Schematic Block Plan, First Floor, P-1, Schematic Block Plan, Second Floor, P-2, Schematic Block Plan, Basement, P-3, dated 12 March 1999, revised May 13, 18 and 20, 1999 Scale 1/16" = 1'0" (hereinafter "Plans A"). The LESSOR, at its sole expense, shall provide said Plans A to the LESSEE. Said Plans are incorporated herein by reference and made a part hereof as though fully set forth in this lease.

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

In addition to the aforementioned Plans A, the LESSOR, at its sole expense, shall promptly prepare final plans and specifications (hereinafter "Plans B") that show and describe without limitation all parking lot improvements and improvements ancillary to the parking lot. Said parking lot improvements shall include, but are not limited to, removal of concrete barriers, interior fencing, repairs of perimeter fencing and a redesign of parking spaces to maximize the use of the lot. Contemporaneously, the LESSOR, at its sole expense, shall promptly prepare final plans and specifications (hereinafter "Plans C") for the remodeling and improvement of the said office building including without limitation the said building's heating, ventilating, air conditioning, lighting and illumination systems, all of which shall equal or exceed the "Design Standards for State Owned Buildings" as provided on the Department of Public Works Leasing Policies and Procedures Booklet, Section H. Part Three (3). Plans B and Plans C are to be completed within twenty-eight (28) business days subsequent to the date the Attorney General of the State of Connecticut signs this lease. The title of said Plans A, Plans B and Plans C shall include the designation of Plans A, Plans B and Plans C respectively and are hereby incorporated herein by reference and made a part hereof as though fully set forth in this lease. Said Plans A, Plans B and Plans C shall be subject to all of the terms and conditions of lease terms, including without limitation the terms and conditions set forth in Section Twenty-Seven (27) of this lease. The LESSOR, at its sole expense, shall renovate and improve the demised premises in accordance with said Plans B and said Plans C.

5. The LESSOR, and at its sole expense as part of the rental consideration, also agrees that the construction of said renovations, improvements and work to the leased premises set forth in Section Four (4) and Twenty-Seven (27) of this lease shall include, but not by way of limitation, the following:

a. Provide a sign at the main entrance stating "State of Connecticut Department of Social Services";

b. renovation of all bathrooms within the demised premises, including without limitation the refinishing of partitions; painting of walls, repair or replace flooring; replace toilet; replace sinks and counter tops;

c. provide keys to offices within the demised premises;

d. painting of the demised premises with washable paint after the LESSOR provides color charts to the LESSEE for the selection of color;

e. installation of horizontal mini-blinds in the demised premises;

f. installation of 26 ounce durable commercial flame retardant carpet within the demised premises after providing samples, manufacturer's documentation and color charts to the LESSEE for the selection of color and quality by the LESSEE;

g. parabolic lighting in work station areas within the demised premises; cool white fluorescent or 2 foot by 4 foot engineered lighting in all other areas within the demised premises; energy efficient lamps and electronic ballasts within the demised premises;

h. electrical power poles within the demised premises as specified by the manufacturer, and as agreed upon by LESSOR and LESSEE based upon approved plans;

i. install a high quality vinyl composite tile in client areas, employee lounge, kitchen, janitorial room and supply room within the demised premises after samples have been provided to the LESSEE for the selection of color and quality by the LESSEE; walk-off mats shall be provided by the LESSOR in vestibule areas;

j. employee lounge within the demised premises shall contain ten (10) kitchen cabinets and two (2) sinks with hot and cold running water;

k. a modified heating, ventilating and air conditioning system with proper zoning and temperature controls will be provided within the demised premises; the building shall meet American Society of Heating, Refrigeration, and Air Conditioning Engineers and the State building, fire and safety code requirements for air quality and temperature; temperatures within all parts of the building shall be evenly distributed and heat and cooling continually maintained between seventy (70) and seventy-four (74) degrees Fahrenheit during normal business hours (7 a.m. to 6 p.m.) Monday through Friday except authorized Connecticut State holidays;

l. adjustment or replacement of elevator fan; recarpeting of said elevator; and said elevator shall meet all standards of the State building, fire and safety codes;

m. repair all sidewalks and curb cuts at 925 Housatonic Avenue, including without limitation, all parking and grounds areas and ingress into and egress from the demised premises; and provide exterior cleaning of the building, including without limitation, removal of graffiti;

n. resurfacing of floors in the demised premises to provide an even surface and rebuild the interior ramp within the demised premises to comply with State building, fire and safety codes;

o. replacement of ceiling tiles and cleaning of grids in all areas within the demised premises designated by Lessee;

p. cleaning, repairing, patching and restriping of the parking lot in accordance with the plans and specifications approved by Lessee as set forth in Sections Four (4), Five (5) and Twenty-Seven (27);

q. construct a new entryway on northeast corner of building to include Americans with Disabilities Act ramp and appropriate door to meet all federal and state laws, regulations and codes; repair and/or replacement of parking lot gate so as to be operational;

r. providing of two (2) water fountains per floor containing filters within the demised premises which shall be compliant with the Americans with Disabilities Act, as amended, and three (3) high/low fountains within the demised premises where designated by LESSEE on approved plans;

s. LESSOR shall supply construction schedules of said renovations, improvements and work to the LESSEE weekly and arrange for an alternate working area for the LESSEE, its officers, agents and employees while said renovations, improvements and work is being accomplished by the LESSOR; and

t. to demonstrate its ability to complete all said renovations, improvements and work in Section Four (4), in Section Five (5) and in Section Twenty-Seven (27), the LESSOR, at its sole expense, shall provide the LESSEE with a copy of the LESSOR'S financing commitment letter prepared by the LESSOR'S mortgagee for all such renovations, improvements, and work at 925 Housatonic Avenue, Bridgeport, Connecticut, on or before the tenth (10th) business day from the date LESSOR'S receives this lease from the Department of Public Works.

6. The LESSEE shall pay the LESSOR the rental of Seven Hundred Forty-Six Thousand Five Hundred Ninety Dollars ($746,590.00) per year, payable in equal monthly installments of Sixty-Two Thousand Two Hundred Fifteen Dollars and Eighty-Three Cents ($62,215.83) by the end of each calendar month. Rental for occupancy of less than a full calendar month at the commencement, termination or during any partial interruption of this lease shall be prorated by dividing the monthly rent by thirty and multiplying the resulting quotient by the number of days of occupancy.

7. The term of this lease may be extended or renewed at the option of the LESSEE for five (5) years at $861,450.00 per year ($71,787.50 per month), provided notice be given in writing to the LESSOR at least six (6) months before the end of the original lease term, and provided that the LESSEE is not in default, but otherwise on the same terms and conditions.

8. As part of the rental consideration, the LESSOR shall provide and pay for painting in three (3) year intervals and carpet repair/replacement in five (5) year intervals. The need for such painting and carpet repair/replacement shall be at the sole discretion of the LESSEE and the Department of Public Works. The LESSOR, at its sole expense, shall perform such painting and carpet repair/replacement after the LESSEE'S business hours or at such mutually agreed upon dates and hours that are least disruptive to the conduct of the LESSEE'S business. The LESSEE shall be responsible for moving LESSEE-owned equipment.

9. The LESSOR, as part of the rental consideration, shall furnish and pay for the following to the LESSEE within the demised premises: heat; air-conditioning system; hot and cold running water in lounge and bathrooms; provide cooled filtered water to water fountains; Americans with Disabilities Act compliant separate toilet facilities for men and women in the demised premises; semi-annual interior and exterior window washing within the demised premises (windows are also to be washed prior to the commencement of this lease); reserved, on-site, paved, lighted and striped parking spaces for not less than two hundred (200) vehicles that shall include six (6) handicapped parking spaces and all such handicapped parking spaces shall be striped and provided with signage in compliance with the Americans With Disabilities Act code requirements adjacent to client and employee entrances; snow and ice removal and sanding; outside rubbish removal; pest control; elevator service; groundskeeping including without limitation, lawn mowing, installation and maintenance of planted matter, installation and pruning of shrubs and trees and removal of grass growing in sidewalk areas, etc.; replacement of burnt-out bulbs, tubes and ballasts; and electricity, including consumption for the air conditioning system; and maintenance and repairs of the demised premises; and signage at the maintenance of the building which sign states the words "State of Connecticut Department of Social Services". Said sign is subject to the prior approval of the LESSEE.

The LESSEE shall provide and pay for: janitorial services within the demised premises; telephone and computer cabling; installation of security system and identification cards within the demised premises; service and monthly monitoring charges for the security system.

10. The LESSOR agrees that if any rental installment shall be due and unpaid for thirty (30) 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.

11. The LESSOR shall maintain the demised premises and any and all equipment, fixtures, and appurtenances, whether severable or not, furnished by the LESSOR under this lease in good repair and tenantable condition, except in case of damage arising from the act or negligence of the LESSEE, its officers, agents and employees. For the purpose of so maintaining said premises and property, the LESSOR may at reasonable times, and with the approval of the authorized representative of the LESSEE in charge, inspect the same and make any necessary repairs thereto. If the LESSOR fails to make any necessary repairs within a reasonable time after notice from the LESSEE, the LESSEE in its discretion and without further notice of such needed repairs may terminate this lease or 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.

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

(a) The acts, omissions, or negligence of the LESSOR and of the LESSOR'S officers, agents, employees, invitees, contractors, licensees, guests, visitors, clients and any and all persons under the control of the LESSOR, in or about the demised premises and in or about the building or buildings in which the demised premises are located and in or about the LESSOR'S adjoining property, buildings, improvements, structures and facilities at 925 Housatonic Avenue, Bridgeport, Connecticut;

(b) The acts, omissions, or negligence of the LESSOR and of the LESSOR'S officers, agents, employees, invitees, contractors, licensees, guests, visitors, clients and any and all persons under the control of the LESSOR, at any location outside of 925 Housatonic Avenue, Bridgeport, Connecticut;

(c) The LESSOR'S use or activity or the conduct of its business or from any activity, work, or thing done, permitted, or suffered by the LESSOR, in or about the demised premises and in or about the building or buildings in which the demised premises are located and in or about the LESSOR'S adjoining property, buildings, improvements, structures and facilities at 925 Housatonic Avenue, Bridgeport, Connecticut;

(d) The LESSOR'S use, activity or conduct of its business or from any activity, work or thing done, permitted, or suffered by the LESSOR, at any location outside of 925 Housatonic Avenue, Bridgeport, Connecticut;

(e) The use or activity or conduct of the LESSOR'S business by the LESSOR'S officers, agents, and employees or any activity, work, or thing done, permitted, or suffered by the LESSOR'S officers, agents, employees, invitees, contractors, licensees, guests, visitors, clients and any and all persons under the control of the LESSOR, in or about the demised premises and in or about the building or buildings in which the demised premises are located and in or about the LESSOR'S adjoining property, buildings, improvements, structures and facilities at 925 Housatonic Avenue, Bridgeport, Connecticut;

(f) The use or activity or conduct of LESSOR'S business by the LESSOR'S officers, agents and employees, or any activity, work, or thing done, permitted, or suffered by the LESSOR'S officers, agents, employees, invitees, contractors, licensees, guests, visitors, clients and any and all persons under the control of the LESSOR, at any location outside of 925 Housatonic Avenue, Bridgeport, Connecticut; and

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

The LESSOR shall provide and maintain public liability insurance, with the LESSEE named as an additional insured in a combined single minimum amount of $1,000,000.00 for bodily injury and property damage to protect the interest of the LESSEE as it appears herein, at no cost to the LESSEE, and shall annually provide the LESSEE with a certificate of insurance to this effect, at the LESSOR'S expense; and the LESSOR shall additionally provide and maintain standard fire and casualty insurance, including extended coverage, vandalism, malicious mischief, and special extended coverage ("all risks"), with the LESSEE named as an additional insured in an amount equal to not less than One Hundred Percent (100%) of the replacement cost of the said building, its structures and improvements at 925 Housatonic Avenue, Bridgeport, Connecticut to protect the LESSEE'S interest in the demised premises and in the LESSEE'S property as appears herein, at no cost to the LESSEE, and at no cost to the LESSEE, the LESSOR shall also annually provide the LESSEE with a certificate of such fire and casualty insurance to this effect. Such certificates of insurance shall also specifically indicate that the policies insuring the LESSEE include, but without limitation, said liability and fire and casualty insurance coverage pertaining to any and all risks described under Sections 12, 12(a),12(b), 12(c),12(d),12(e),12(f), and 12(g) herein.

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

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

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

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

15. If all or part of the demised premises 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 reasonably determined by the LESSEE to have been rendered unavailable to the LESSEE by reason of such condition.

16. At the expiration or other termination 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.

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

18. 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 or at such other address the Department of Public Works may provide from time to time.

19. 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.

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

21. This lease, including the exhibits and schedules attached hereto that are made a part of this lease and any plans, drawings, specifications, affidavits, booklets or parts thereof and statements, including without limitation Plans A, Plans B and Plans C that are incorporated herein by reference and made a part of this lease, and referenced budget statements, contains the entire agreement of the parties and all prior negotiations, agreements and understandings are merged herein. Neither the LESSOR'S nor the LESSEE'S representatives have made any representations or warranties with respect to the premises or this lease except as expressly set forth herein, and no rights, easements or licenses are or shall be acquired by the LESSOR by implication or otherwise unless expressly set forth herein.

22. 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, and the obtaining from the LESSOR a written receipt of said delivery of this lease.

23. 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.

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

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

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

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

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 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.

26. 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.

27. After the approval of this lease by the Attorney General of the State of Connecticut, the delivery of this lease to the LESSOR, the obtaining from the LESSOR a written receipt of such delivery; pursuant to the manner provided in Section Twenty-Two (22) of this lease, the said renovations, improvements and work to the leased premises as called for in Sections Four (4), Five (5) and Eight (8) including without limitation any tenant and general property renovations, improvements and work (hereinafter "Renovations, Improvements and Work") shall be completed by the LESSOR within two hundred (200) days of the date of such approval by the Attorney General, said delivery of this lease to the LESSOR, and the obtaining from the LESSOR a written receipt of said delivery, pursuant to the manner provided in Section Twenty-Two (22) of this lease. TIME IS OF THE ESSENCE with reference to the obligations of the LESSOR.

(a) All such Renovations, Improvements and Work shall be in compliance with municipal, federal, State Building Codes, the State Fire Safety Codes, and any other applicable codes, rules, regulations, laws and ordinances and with the applicable portions of Section H, Parts One (1) through Three (3), inclusive, of the LESSEE'S 1987 booklet entitled "LEASING POLICIES AND PROCEDURES." Further, the LESSOR and LESSOR'S architect shall certify in writing to the Department of Public Works that all Minimum Guidelines For Leased Space, energy performance and illumination standards and goals set forth in the applicable portions of Section H, Parts One (1) through Three (3), inclusive of said booklet, are incorporated in any said plans and specifications that are a part of this lease. Said Parts One (1) through Three (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.

(b) The LESSOR represents and warrants to the LESSEE that all materials and equipment made part of the premises shall be new, unless otherwise previously expressly permitted in writing by the LESSEE, and that all Renovations, Improvements and Work shall be constructed in a good and workmanlike fashion and in accordance with plans, specifications and all applicable terms and conditions of this lease and State requirements and that the leased premises, including all materials and equipment, shall be free of any defects, including, without limitation, design, architectural, structural or mechanical defects.

(c) The LESSOR, as part of the rental consideration and at its sole expense, shall employ a registered architect for purposes of furnishing and overseeing the design, engineering, inspections, testing and preparation of all said drawings, plans, specifications, Plans A, Plans B, Plans C, and scheduling required to complete said Renovations, Improvements and Work to be performed by the LESSOR for the LESSEE. The architect shall certify that the said drawings, plans, specifications, Plans A, Plans B, Plans C, and said Renovations, Improvements and Work comply with State of Connecticut laws, regulations and all federal and Connecticut building codes and requirements, federal laws and regulations, and all municipal codes, rules, regulations and ordinances.

(d) The LESSOR'S responsibilities shall include, without limitation, the integration and scheduling of the LESSEE'S telephone, computer cabling and security systems, as set forth in Section Nine (9), with the LESSOR'S said Renovations, Improvements and Work, and the discharge of said obligations in a manner consistent with all other applicable provisions of this lease.

(e) The LESSEE shall have the right to review, approve and reasonably modify all said drawings, plans, specifications, Plans A, Plans B, Plans C and scheduling pertaining to the said Renovations, Improvements and Work. Notwithstanding the aforementioned, the LESSEE'S approval by the LESSOR'S said drawings, plans, specifications, Plans A, Plans B, Plans C and scheduling of said Renovations, Improvements and Work in progress shall not relieve the LESSOR of responsibility for error, inconsistency or omission in the design in the said drawings, plans, specifications, Plans A, Plans B, Plans C and scheduling of work and in the said Renovations, Improvements and Work. If such error, inconsistency, omission or scheduling conflicts are discovered at any time, the LESSOR shall correct such error, omission and inconsistency and change, alter and modify the said Renovations, Improvements and Work accordingly, all at the LESSOR'S sole cost and expense.

(f) Subject to the provisions of paragraphs (g), (h), (i) and (j) hereinafter, the LESSEE'S annual base rent of $13.00 per net usable square foot (NUSF) during the primary lease term and $15.00 NUSF during any extended or renewed lease terms includes, without limitation, the cost of all said Renovations, Improvements and Work, Americans with Disabilities Act improvements and all risks whatsoever relating to the said Renovations, Improvements and Work, including, but not limited to design, architectural, engineering, professional, consulting, development, construction, delay and scheduling risks and events of Force Majeure.

(g) The LESSOR and LESSEE shall not make any changes to said drawings, plans and specifications, Plans A, Plans B, Plans C that increase the cost of said Renovations, Improvements and Work or push back the completion date of said Renovations, Improvements, or Work after execution of the lease by the office of the Attorney General, except by written *change order* signed by the LESSEE and the LESSOR. Any *change order* shall specify the nature of the change and revision to the completion date, if any.

(h) A *change order* shall not result in any revision to the LESSEE'S annual base rent payable during the initial, extended or renewed lease terms unless (a) such *change order* results from an increase in the scope and cost of said Renovations, Improvements and Work only [as hereinafter defined in paragraph (j)]; (b) the increase in cost is reasonably substantiated by accompanying third party competitive and itemized bids and recommendation; (c) such recommended bid and increase in said Renovations, Improvements and Work cost are approved in writing by the Department of Public Works; and (d) the rental increase is first approved in writing by the State Properties Review Board.

(i) In the event an approved *change order* results in an increase in the cost of said Renovations, Improvements and Work such increase shall be amortized as additional rent over the remaining term of the lease and extended or renewed lease terms at an annual rate of interest competitive with market financing rates but in no event at a rate that exceeds the annual face rate payable by the LESSOR to the LESSOR'S mortgagee. The LESSOR shall provide the LESSEE with a copy of the financing commitment prepared by the LESSOR'S mortgagee prior to the commencement of any amortization payments.

(j) Without by way of limitation, said Renovations, Improvements and Work shall not include the following items that appear in the LESSOR'S budget dated November 29, 1999: Sitework $75,000; Parking Lot $25,000; Exterior Handicap Ramp $35,000; ADA modifications to Elevator $15,000 and LESSOR'S proportionate shares of Architectural & Engineering and Construction Contingency as they relate to the aforementioned Renovations, Improvements and Work. Said expenditures shall be at the LESSOR'S sole cost and expense.

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

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

(m) The LESSOR'S failure to complete all of said Renovations, Improvements, and Work set forth in this lease and in any of the said drawings, plans, specifications, Plans A, Plans B and Plans C and specifications approved by the LESSEE, within two hundred (200) calendar days commencing from the date this lease is approved by the Attorney General as aforesaid and/or the failure of the LESSOR to cure the LESSEE'S said written objections, if any, shall constitute a material breach of the lease. In the event of any such breach or default, the LESSEE, at its option, may terminate this lease upon written notice in the manner provided under Section Eighteen (18). In the event that the LESSEE exercises its said option to terminate this lease, the LESSOR agrees to the following:

I. To reimburse the LESSEE for any financial amount that the LESSEE may have expended in commencing and/or completing any of the aforesaid necessary said Renovations, Improvements and in performing any aforesaid necessary Work; and

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

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

I. The Department of Public Works' receipt of the LESSOR'S said notice of the completion of the said Renovations, Improvements and Work, accompanied by a copy of the certificate of occupancy;

II. The written acceptance, by the LESSEE'S Department of Public Works, of the LESSOR'S said Renovations, Improvements and Work;

III. The written acceptance of the demised premises by the LESSEE'S Department of Public Works; and

IV. The LESSEE'S actual physical occupancy of the demised premises, or the passage of thirty (30) days from the date of written acceptance of the premises by the LESSEE as provided in subsection (h) III above, whichever occurs first.

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

28. The LESSEE shall pay as additional rent one hundred percent (100%) of any real property tax increases on the property at 925 Housatonic Avenue, Bridgeport, Connecticut, during the term of occupancy, provided:

(a) such real property tax increases are above the taxes levied on such property on the City of Bridgeport's Grand List of October 1, 2001;

(b) such real property tax increases appear on the City of Bridgeport's first entire town wide Grand List that is printed next after the said City's town wide printed Grand List of October 1, 2002;

(c) In no event shall the LESSEE be obligated and liable to pay any real property tax increases on the said property for any period of time prior to the City of Bridgeport's first entire town wide Grand List that is printed next after the said City's town wide printed Grand List of October 1, 2002;

(d) all said Renovations, Improvements and Work are fully completed and accepted by the LESSEE;

(e) at the time of such one hundred percent (100%) assessment, the property is fully occupied;

(f) at the time of such one hundred percent (100%) assessment, the LESSEE'S leased premises are fully occupied by the LESSEE; and

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

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

Any such additional rental payment shall be established on the City of Bridgeport's fiscal year (July 1 to June 30) basis, and there will be an apportionment on a per-diem basis in regard to the last possible additional rental payment in the event occupancy by the LESSEE ends on a day other than June 30.

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. In the event that the LESSOR contests any such revaluation without written consent of the commissioner, the LESSEE shall not be responsible for any costs incurred by the LESSOR in contesting such revaluation.

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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

iii. perform as a system.

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

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

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

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

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

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

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

Notwithstanding any provision to the contrary, the LESSOR shall also ensure that all Computer controlled facility components are and will continue to be Year 2000 compliant throughout the duration of this lease, and during any extension or renewal thereof, under the same terms, conditions, covenants, obligations, requirements, procedures and manner, as provided in this Section Thirty-Seven (37).

The LESSOR shall protect, indemnify, save and hold harmless the LESSEE, its officers, agents, and employees, against all liability, claims, loss, cost, injuries (including death), damages, compensation and expense, including without limitations, all claims, demands, penalties, actions, causes of action, suits, litigation, proceeding and attorney's fees and costs, arising out of any failure of the LESSOR in any respect to comply with and perform the requirements and provisions under this Section Thirty-Seven (37).

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

If the LESSOR fails to fulfill its obligations under this Section Thirty-Seven (37), the LESSEE in addition to any other remedies, and not in lieu thereof, shall have the right to do one or more of the following:

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

(b) Terminate this lease;

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

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

38. In the event LESSOR shall receive a bona fide offer to purchase the LESSOR'S interest of any or all of the property at 925 Housatonic Avenue, Bridgeport, Connecticut, from a third party during the term of this lease, or during any extension or renewal periods of this lease or during any hold over period, and such offer shall be satisfactory to the LESSOR, the LESSOR agrees to grant unto the LESSEE the right of first refusal to purchase the said property upon terms and conditions no less favorable than those of such bona fide offer. The notice of such satisfactory offer shall be conveyed by the LESSOR to the LESSEE by registered mail and shall include all pertinent details as to the

conditions and terms of said offer, and the LESSEE shall have sixty (60) days from the date of receipt to accept the offer. If the LESSEE does not accept the offer upon essentially the same terms and conditions of said satisfactory offer within the required time period, then LESSEE'S right of first refusal herein shall thereupon be null and void. Provided, however, if LESSOR does not complete the transaction with the third party making the bona fide offer to purchase, then and in that event, the right of first refusal shall be retained by the LESSEE during the original lease term and during any extension or renewal term and during any hold over period.

The LESSOR agrees and warrants that a bona fide offer must be completely an "arms length transaction" by unrelated parties, each acting in its, his or her own best self interest, unaffected by any undue stimulus requisite to a fair sale in a competitive and open market and unaffected by special or creative financing or sales concessions granted by anyone associated with the offer or sale. The LESSOR agrees that if the LESSEE exercises its right of first refusal, such election shall be subject to prior written approval by the State Properties Review Board. If the LESSEE exercises its right of first refusal to purchase the said property, the LESSEE shall not be obligated to pay any commissions or brokerage fees. The LESSOR shall indemnify and hold the LESSEE harmless from any lease and sales commissions.

If the LESSEE elects to exercise its right of first refusal to purchase the said property as aforesaid, a further written notice thereafter by the LESSEE shall be given to the LESSOR at least ninety (90) days prior to the date the transfer of title is to occur. Said further written notice shall indicate the date, time and place of transfer of title. At least four (4) weeks prior to the date of closing, the LESSOR shall present to the LESSEE executed copies of any required closing documents, including an executed Warranty Deed, which documents shall be held in escrow until the time of closing. The Warranty Deed shall not become effective until signed by the LESSOR and approved by the Attorney General of the State of Connecticut and thereafter delivered to the LESSEE.

The exercise of the said right of first refusal to purchase said property shall include all rights and benefits, including without limitation all rights of way and easements which the LESSOR may have in connection with the said property and together with all structures, renovations, improvements and equipment thereon or to be thereon, and together with all parking facilities for said vehicle parking. The exercise of the said right of first refusal shall include that the sale and conveyance of the said property shall be clear of all liens, mortgages, notes and encumbrances not of record.

In the event that the said property at 925 Housatonic Avenue, Bridgeport, Connecticut is put on the market for sale by the owner, the LESSEE shall have the right of first refusal to the property, under the same provisions above in this Section Thirty-Eight (38) of this lease.

39. Each provision to be performed by the LESSOR shall be construed to be both a covenant and a condition, and if there shall be more than one LESSOR, they shall be bound jointly and severally by each and every section and provision of this lease.

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

41. If for any reason the terms of this lease or any substantive provision thereof shall be found to be unenforceable, illegal or violative of public policy, this lease shall automatically be amended to conform to the applicable decision, and the LESSOR and LESSEE hereto expressly agree to execute any amendments necessary to effectuate the goals and purposes of this lease.

42. The LESSEE shall not be obligated to pay for any costs, expenses or additional rent unless expressly stated otherwise in this lease.

43. None of the provisions in this lease shall be deemed or construed to be a waiver of sovereign immunity.

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

Signed in the presence of:

LM BRIDGEPORT, LLC

Austin K. Wolf

By Joan D. Benedetto
Joan D. Benedetto, Manager

Justine McDougald

Date signed: 10/25/00

Justine McDougald

David D'Addario
coexecutor, duly authorized

Marcella DePoala

Date signed: 10/19/00

Justine McDougald

Lawrence D'Addario
coexecutor, duly authorized

Marcella DePoala

Date signed: 10/19/00

DECEASED
Albert F. Paolini
coexecutor, duly authorized

Date signed:

Justine McDougald

David D'Addario, trustee
duly authorized

Marcella DePoala

Date signed: 10/19/00

Justine McDougald

Lawrence D'Addario, trustee
duly authorized

Marcella DePoala

Date signed: 10/19/00

DECEASED
Albert F. Paolini, trustee
duly authorized

Date signed:

Signed in the presence of:

Marjorie E. Heap

Marjorie E. Heap

State of Connecticut

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

Date signed: 11-15-00

State of Connecticut

County of Fairfield ss:

The foregoing instrument was acknowledged before me this 20th day of October, 2000 by Joan D. Benedetto., Manager of LM BRIDGEPORT, LLC, a Connecticut limited liability company.

In witness whereof I hereunto set my hand.

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

State of Connecticut

County of Fairfield ss: Bridgeport

The foregoing instrument was acknowledged before me this 19th day of October, 2000 by David D'Addario, coexecutor.

In witness whereof I hereunto set my hand.

_____
~~Commissioner of the Superior Court~~
Notary Public
My commission expires 1/31/2003

State of Connecticut

County of Fairfield ss: Bridgeport

The foregoing instrument was acknowledged before me this 19th day of October, 2000 by Lawrence D'Addario, coexecutor.

In witness whereof I hereunto set my hand.

_____
~~Commissioner of the Superior Court~~
Notary Public
My commission expires 1/31/2003

State of Connecticut

County of ss:

The foregoing instrument was acknowledged before me this day of , 2000 by Albert F. Paolini, coexecutor.

In witness whereof I hereunto set my hand.

_____

Commissioner of the Superior Court
Notary Public
My commission expires

State of Connecticut

County of FAIRFIELD ss: BRIDGEPORT

The foregoing instrument was acknowledged before me this 19th day of October, 2000 by David D'Addario, trustee.

In witness whereof I hereunto set my hand.

Joe M Conte

~~Commissioner of the Superior Court~~
Notary Public
My commission expires 1/31/2003

State of Connecticut

County of FAIRFIELD ss: BRIDGEPORT

The foregoing instrument was acknowledged before me this 19th day of October, 2000 by Lawrence D'Addario, trustee.

In witness whereof I hereunto set my hand.

Joe M Conte

~~Commissioner of the Superior Court~~
Notary Public
My commission expires 1/31/2003

State of Connecticut

County of ss:

The foregoing instrument was acknowledged before me this day of , 2000 by Albert F. Paolini, trustee.

In witness whereof I hereunto set my hand.

_____

Commissioner of the Superior Court
Notary Public
My commission expires

State of Connecticut

ss: Hartford

County of Hartford

On this the 15th day of Oct November 2000, before me, Marie Crumdie, 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.

Marie Crumdie

Notary Public

My commission expires 2/28/2001

Approved:

Assoc. Attorney General

Date signed: 11/16/00