

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to the hereinafter-mentioned Lease Agreement is made and entered into by and between Dorothy DeMeo and Ronald R. DeMeo, hereinafter called the LESSOR, whose address is 97 Hammer Mill Road, Rocky Hill, CT 06067, and the State of Connecticut, hereafter called the LESSEE, acting herein by James T. Fleming, its Commissioner of Public Works, duly authorized, pursuant to the provisions of subsection (a) of Section 4b-30 of the General Statutes of Connecticut, as revised.

WITNESSETH

WHEREAS the LESSOR and the LESSEE entered into a Lease Agreement on August 25, 1998 with respect to a total of 16,250 square feet of space comprised of 13,737 square feet of heated and air-conditioned warehouse space and 2,513 square feet of office space situated at 97 Hammer Mill Road, in the Town of Rocky Hill, County of Hartford and State of Connecticut (the "Lease"), which Lease is recorded on the land records in the Town Clerk's Office for the Town of Hartford, in Book Volume 331, page 412, and

WHEREAS the LESSEE exercised its renewal option and expansion option, by letter to the LESSOR dated September 9, 2002, to extend the lease for five (5) years and expand the space by 3,420 square feet of warehouse space, known as Unit F, along with three (3) additional on-site parking spaces, at a new annual rental of One Hundred Sixty-three Thousand Fourteen Dollars and Twenty-five Cents (\$163,014.25), payable in equal monthly installments of Thirteen Thousand Five Hundred Eighty-four Dollars and Fifty-two Cents (\$13,584.52) by the end of each calendar month, commencing September 5, 2002 and expiring December 31, 2008, and

WHEREAS the LESSOR agrees to further lease to LESSEE an additional 3,092 square feet of available vacant contiguous warehouse space at Twenty-four Thousand Seven Hundred Thirty-five Dollars and Ninety-six Cents (\$24,735.96) per year, payable in equal monthly installments of Two Thousand Sixty-one Dollars and Thirty-three Cents (\$2,061.33) by the end of each calendar month, i.e., \$8.00 per square foot per year, commencing upon completion and acceptance by the LESSEE of Tenant Improvements and work, and actual physical use and occupancy of the space, and .

WHEREAS the LESSOR also agrees to construct a 252 square foot office in the "3,420 Square Feet Expansion Space" known as Unit F, and

WHEREAS the parties hereto desire to modify the Lease;

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

DM
9/23/04

The recitals set forth above are hereby incorporated in this First Amendment and made a part hereof.

1. Section One (1) of the Lease is hereby modified by deleting the first and second lines and substituting therefor the words, "The LESSOR hereby leases unto the LESSEE a total of 22,762 square feet of space comprised of 19,997 square feet of heated and air-conditioned warehouse space and 2,765 "square feet of office space..."
2. Section Two (2) of the Lease is hereby modified by deleting the entire paragraph and substituting therefor the words, "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 of acceptance of the Tenant Improvement work, receipt of a Certificate of Occupancy and use and occupancy of the 3,092 square feet of expansion space and 252 square feet of office space located in Unit F.
3. "Section Three of the Lease is hereby modified by deleting the first and second paragraphs and substituting the following words "The LESSOR, at its sole expense, agrees to renovate and improve the demised premises in accordance with the drawing entitled "PROPOSED EXPANSION FOR MATERIALS MANAGEMENT 97 HAMMER MILL ROAD ROCKY HILL, CT", dated July 10, 2002, and specifications entitled "SPECIFICATIONS FOR EXPANSION OF MATERIALS MANAGEMENT WAREHOUSE 97 HAMMER MILL ROAD ROCKY HILL, CT" dated July, 2002. Said drawing and specifications are incorporated herein by reference and made a part hereof as though fully set forth herein."

"In addition, such renovations and improvements shall include, but not be limited to, the following: Touch-up paint all walls in the office and public waiting areas of the demised premises, as needed and determined by the LESSEE, and replacement of the carpeting in the office area and repainting of all walls in the office and warehouse areas of the demised premises in three (3) years.

Thereafter, touch-up painting in the office and public waiting areas of the demised premises shall be completed every three years, as needed and determined by the LESSEE; and in the event of any extension or renewal of this lease, replacement of carpeting in the office area and re-painting of all walls in the office and warehouse of the demised premises shall be completed at the beginning of such lease extension or renewal, or every five years, as needed and determined by the LESSEE. The LESSOR shall be responsible for moving all furniture, fixtures and equipment at his sole expense. The work shall be done after business hours. The LESSOR'S responsibility for replacement of the carpeting and re-painting shall not be diminished if the LESSEE does not exercise its renewal or extension option, but instead renegotiates a new lease term of five (5) years.

4. Section Four (4) of the Lease is hereby modified by deleting the first sentence of the first paragraph and substituting the following words, "The LESSEE shall pay the LESSOR the rental of One Hundred Eighty-eight Thousand Three Hundred Seventeen Dollars and Twenty Cents (\$188,317.20) per year, payable in equal

PAP
9/23/04

monthly installments of Fifteen Thousand Six Hundred Ninety-three Dollars and Ten Cents (\$15,693.10) by the end of each calendar month. The rental payments are comprised of 19,997 square feet of warehouse space at \$8.00 per square foot per year and 2,765 square feet of office space at \$10.25 per square foot per year.

Section Four of the Lease is further modified by adding a third paragraph with the following words: "The total cost of Tenant Improvements is \$58,576.20 for 3,092 square feet of expansion and the conversion of existing warehouse space to 252 square feet of office space. The LESSOR'S share of the aforesaid cost is \$28,189.92. The balance of \$30,386.28 is LESSEE'S share. LESSEE'S share shall be amortized over the five-year lease term at an interest rate of 7.5%, payable per annum in equal monthly installments of \$608.88. Therefore, LESSEE'S total annual fixed base rent and Tenant Improvement amortization rent over the five-year term of the lease is \$195,623.76, payable in equal monthly installments of \$16,301.98.

5. Section 25 of the Lease is hereby modified by deleting the words "fifty-seven and two one-hundredths percent (57.2%) in the first sentence of the first paragraph and substituting therefor the words "Seventy-nine and Eighty-seven Hundredths percent (79.87%)";
6. Section 25(a), of the Lease is hereby modified by deleting the date "October 1, 1998" and substituting therefor the date "October 1, 2002".
7. Section 25(b), third line, of the Lease is hereby modified by deleting the words "October 1, 1999" in the third line and substituting therefor the date "October 1, 2003".
8. 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.
9. This First Amendment, whatever the circumstances, shall not be binding on the LESSEE unless and until approved by the State Properties Review Board and by the Attorney General of the State of Connecticut, as evidenced by their signatures hereon, and delivered to the LESSOR.

BAP
9/23/04

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

Signed in the presence of:

Ch W Frost)

Ronald R. DeMeo
Ronald R. DeMeo

Patricia Murray)

Date signed: 3/17/04

Ch W Frost)

Dorothy W. DeMeo
Dorothy DeMeo

Patricia Murray)

Date signed: 3/17/04

State of Connecticut

Holly J. Hart)
Holly J. Hart)

by James T. Fleming
James T. Fleming
Its Commissioner of Public Works
duly authorized

Shirley J. Bugbee)
Shirley J. Bugbee)

Date signed: 6/23/04

State of Connecticut

County of Hartford ^{SS:}

The foregoing instrument was acknowledged before me this 17th day of March, 2004 by Dorothy DeMeo and Ronald R. DeMeo.

In witness whereof I hereunto set my hand.

Cristy L. Asgood

Commissioner of the Superior Court

Notary Public

My commission expires April 30, 2009

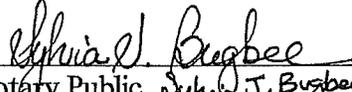
State of Connecticut

ss: Hartford

County of Hartford

On this the 23rd day of June 2004, before me, the undersigned officer, personally appeared James T. Fleming, 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.



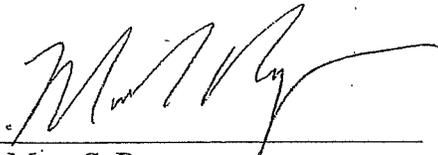
Notary Public Sylvia J. Bugbee
My commission expires
My Commission Exp. Aug. 31, 2007

Accepted:
JUDICIAL BRANCH



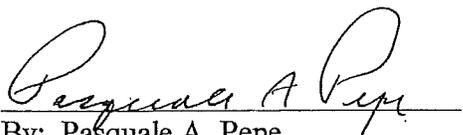
By: Joseph H. Pellegrino, Judge
Its: Chief Court Administrator
Date Signed: 5/26/04

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



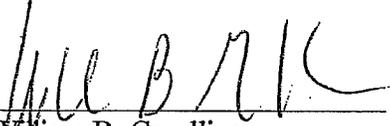
By: Marc S. Ryan
Its Secretary
Date Signed: 8.10.04

Approved:
STATE PROPERTIES REVIEW BOARD



By: Pasquale A. Pepe
Its: Chairman
Date signed: 9/23/04

Approved:
ATTORNEY GENERAL



By: William B. Gundling
Its: Associate Attorney General

Date signed: 9/27/04

LEASE

THIS LEASE (the "Lease") is entered into by and between the STATE OF CONNECTICUT, hereinafter called the "LESSOR," acting herein by James T. Fleming, its Commissioner of the Department of Public Works, duly authorized, pursuant to the provisions of Section 4b-38 of the General Statutes of Connecticut, as revised, and Connecticut State Council Vietnam Veterans of America, a Connecticut non-profit corporation, hereinafter called the "LESSEE," having its principal place of business at 196 West Street, Rocky Hill, Connecticut, acting herein by Billee Culin, its President, duly authorized.

WITNESSETH:

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

1. PREMISES

1.1 The LESSOR agrees to and does hereby lease unto the LESSEE a portion of building #18, consisting of 600 square feet of space, more particularly described in Exhibit A attached hereto and made a part hereof (the "Leased Premises"), and located at 196 West Street, Rocky Hill, Connecticut. At no time shall the Leased Premises extend beyond any boundary of the Leased Premises, except for necessary ingress and egress to and from the Leased Premises as designated by the LESSOR.

1.2 The Leased Premises are leased to the LESSEE together with the right to use on-site parking spaces, on a non-exclusive basis located at 196 West Street, Rocky Hill, Connecticut.

2. TERM

2.1 The term of this Lease shall commence upon the first day of the month following the approval of this Lease by the Attorney General of the State of Connecticut as evidenced by his signature hereon (the "Commencement Date"), and shall expire on the fifth (5th) anniversary of the Commencement Date, unless earlier terminated as provided herein (the "Initial Term").

2.2 Provided LESSEE is not in default of the terms and conditions of this Lease on or before the expiration of the Initial Term, and with the prior written consent of the LESSOR and the State Properties Review Board, the term of this Lease may be extended or renewed for a five (5) year term, at the Base Rent (as hereinafter defined) designated on Exhibit B attached hereto and made a part hereof, and otherwise on the same terms and conditions set forth herein, provided the LESSEE gives the LESSOR at least ninety (90) days' advance written notice of its intention to extend or renew.

DPW
1/25/07

2.3 Notwithstanding any provisions to the contrary in this Lease, the LESSOR reserves the right to terminate this Lease, in its sole discretion, at any time during the Initial Term or any renewal or extension thereof upon ninety (90) days' written notice to the LESSEE. In the event the LESSOR so terminates the Lease, the Rent (as hereinafter defined) shall be apportioned as of the date of termination. Such termination shall in no event be deemed to be a breach of contract; and, all rights, duties and obligations hereunder, except for those obligations which specifically survive the termination of this Lease, shall be null and void, so that no party shall have any further rights, duties or obligations to any other, except as otherwise specifically provided herein or in the written notice of termination.

3. RENT

3.1 The base rent ("Base Rent") for the Initial Term and any renewal term of this Lease shall be as shown on Exhibit B attached hereto and made a part hereof.

3.2 Any other sums due under this Lease shall be additional rent ("Additional Rent," and together with Base Rent, "Rent").

3.3 Rent shall be payable on the first day of the month following signature by the Attorney General, without offset for any reason whether relating to this Lease or any other agreement between the parties. Check in payment of Rent shall be made payable to the order of the Treasurer, State of Connecticut and sent to Department of Veterans' Affairs, Business Office, 287 West Street, Rocky Hill, Connecticut 06067.

4. USE

4.1 The LESSEE shall occupy the Leased Premises solely for office space.

4.2 The LESSEE agrees that it will use the Leased Premises so as to conform with and not violate any laws, regulations and/or requirements of the United States, the State of Connecticut, or any ordinance, rule or regulation of the Town/City of Rocky Hill, now or hereafter made, relating to the use of the Leased Premises, and the LESSEE shall save the LESSOR harmless from any fines, penalties or costs for violation of or noncompliance with the same.

4.3 All required federal, state, city, town licenses and permits, and all other licenses and permits for the Leased Premises and the LESSEE's use thereof, must be obtained by the LESSEE, at no cost or expense to the LESSOR.

4.4 No dangerous explosives shall be permitted to be brought onto the Leased Premises and no such explosives shall be stored or used on the Leased Premises.

4.5 No alcoholic beverages shall be consumed by the LESSEE or the LESSEE's clients, officers, agents, employees, licensees, contractors, invitees, visitors and guests on

PAP
1/25/07

the Leased Premises and in or about the building or buildings in which the Leased Premises is located and in, on or about the LESSOR's adjoining property, buildings, improvements, structures and facilities at 196 West Street, Rocky Hill, Connecticut.

4.6 The LESSEE agrees that its use of the Leased Premises shall be subject and subordinate to any rules or regulations, including, but not limited to, security procedures and "post-orders," promulgated by the LESSOR from time to time concerning the Leased Premises, whether or not attached to this Lease.

5. MAINTENANCE

5.1 Unless otherwise indicated on Exhibit C attached hereto, the LESSEE shall maintain the Leased Premises in good repair and condition at all times. The LESSEE, at its expense, shall promptly perform all maintenance, repairs and replacements, as and when needed, to keep the Leased Premises (including windows, doors, carpeting, systems, fixtures, and equipment) the fixtures and equipment located therein, and the LESSEE's property in good repair and condition, except, the LESSEE shall have no obligation to make any structural repairs or replacements to the Leased Premises or the building in which it is located, except as otherwise provided herein. The LESSEE shall provide the LESSOR with copies of its maintenance records upon request, including code reviews, boiler certificates, and inspection reports. The LESSEE shall further be responsible for all repairs, the need for which arises out of (a) the performance of or existence of improvements made after the date hereof by or at the request of the LESSEE, or (b) the installation, use or operation of the LESSEE's property. All repairs made by or on behalf of the LESSEE shall be in conformity with Section 12 hereof and shall be at least equal in quality and class to the original standard installation of the Leased Premises.

5.2 Unless otherwise indicated in Exhibit C attached hereto and Section 5.3 below, the LESSOR shall repair, replace and maintain exterior and structural portions of the Leased Premises and the building in which it is located, and the public portions of said building, if applicable, and the plumbing, electrical, heating and ventilating systems (to the extent such systems presently exist) serving the Leased Premises. Notwithstanding the foregoing, the LESSOR shall not be responsible for the maintenance or repair of any such systems which are located within the Leased Premises and were or are installed by the LESSEE or on the LESSEE's behalf. The LESSEE agrees to give the LESSOR prompt notice of any defective condition in the Leased Premises for which the LESSOR may be responsible hereunder. If, at the LESSEE's request, such repairs and maintenance are not performed during ordinary business hours, the LESSEE shall reimburse the LESSOR for any overtime costs and other expenses incurred because of such request by the LESSEE.

5.3 The LESSEE shall pay the costs of all repairs, replacements, deterioration or damages to the exterior and interior of the Leased Premises including, without limitation, structural systems, heating, air conditioning, plumbing, electrical, fire alarm systems,

DPW
1/25/07

floor surfaces, glass, all partitions, ceilings and doors, within or servicing the Leased Premises, occasioned by negligent acts or omissions or willful misconduct of the LESSEE, the LESSEE's officers, agents, employees, clients, invitees, licensees, visitors, guests or servants. The LESSEE shall pay the LESSOR's costs for making such repairs or replacements as Additional Rent on the date of demand. In no event shall the LESSOR be responsible for repairs to or replacements of the LESSEE's personal property or trade fixtures.

5.4 The LESSEE will also reimburse the LESSOR as Additional Rent for the cost of any service provided to the LESSEE by the LESSOR.

6 CONDITION OF PREMISES

6.1 The LESSEE acknowledges that it has inspected the Leased Premises, knows its condition and understands that the Leased Premises is leased without any representations or warranties whatsoever and without any obligation on the part of the LESSOR to make any alterations, repairs or additions to the Leased Premises, to the building in which the Leased Premises is located, or site improvements, including, but not by way of limitation, the building roof and the heating, ventilation, air conditioning, electrical and plumbing systems and/or remediate asbestos-containing materials, lead paint, or any other substance to comply with safety, fire, security, occupational health laws and regulations and Environmental Laws (as hereinafter defined), whether or not the federal, state or municipal government is responsible for enforcing them. The LESSOR makes no guarantee as to the sufficiency of electricity, the life or efficiency of the mechanical systems or the nonexistence of asbestos or lead paint at the Leased Premises, facility and remaining grounds and property owned by the State of Connecticut.

6.2 The LESSOR shall not at any time be responsible for any damage, loss or theft of the LESSEE's property on the Leased Premises.

7 UTILITIES

7.1 The LESSOR and the LESSEE each shall provide and pay for the utilities and services indicated on Exhibit C attached hereto and made a part hereof.

7.2 The LESSOR shall not be liable for any interruption or delay in any utilities or services for any reason whatsoever.

8. SECURITY

8.1 The LESSEE shall immediately report all security incidents occurring in, on, or at the Leased Premises to the LESSOR and to the local or State Police, as applicable, with a follow up report to the LESSOR.

9. TAXES

PAP
1/25/07

9.1 It is understood that taxes, assessments, special assessments or special permits, or similar charges, if any, related to the Leased Premises and any and all improvements, fixtures and equipment of the LESSOR used in the operation thereof and/or located thereon, of any nature whatsoever arising during the Initial Term or any renewal or extension thereof, whether such taxes and assessments are general or special, ordinary or extraordinary, foreseen or unforeseen, shall be the responsibility of the LESSEE. This provision shall survive the termination of this Lease.

10. INDEMNIFICATION AND INSURANCE

10.1 At all times during the Initial Term, and during any extension or renewal or hold over period thereof, the LESSEE shall protect, indemnify and hold harmless the LESSOR, its officers, agents and employees, from and 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 LESSOR, its officers, agents and employees, and sustained by or alleged to have been sustained by the property, real or personal, of the LESSOR, 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, in or about the Leased Premises or in or about the building or buildings in which the Leased Premises is located, occasioned wholly or in part by the acts, omissions, or negligence of the LESSEE or of the LESSEE's officers, agents, employees, contractors, invitees, licensees, guests, visitors, clients and any and all persons under the control of the LESSEE.

10.2 The LESSEE shall provide and maintain Commercial General Liability insurance, with the LESSOR named as an additional insured in a combined single minimum amount of \$1,000,000 including bodily injury, personal injury and property damage coverage to protect the interest of the LESSOR as it appears herein, at no cost to the LESSOR, and shall annually provide the LESSOR with a certificate of insurance to this effect at the LESSEE's expense. Coverage shall include independent contractors, products and completed operations, contractual liability and fire legal liability. Such certificates of insurance shall also specifically indicate that the policies insuring the LESSOR include, without limitation, said liability coverage pertaining to any and all risks described under Section 10.1 hereof. The LESSEE shall be responsible for maintaining property insurance against all risk of loss to any tenant improvements or betterments and its personal property and trade fixtures. The LESSEE shall maintain Workers' Compensation and Employers Liability coverage in compliance with the laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$300,000 Disease – Policy Limit, \$100,000 each employee. All certificates of insurance required hereunder shall include a statement that the LESSOR is an additional insured. Such policies of insurance shall also provide notification to the LESSOR at least thirty (30) days prior to any cancellation or

044
1/25/07

modification of coverage. The LESSEE's insurer shall have no right of recovery or subrogation against the LESSOR and the described insurance shall be primary coverage.

10.3 The limits of coverage of such insurance purchased by the LESSEE shall not in any way limit, reduce or restrict the LESSEE's obligations under any provisions of in this Lease.

11. LIMITATION OF LESSOR'S LIABILITY

11.1 The LESSOR shall not be liable to the LESSEE for any failure, delay, or interruption in the performance of any terms, covenants or conditions of this Lease beyond the control of the LESSOR including without limitation: accidents, strikes, boycotts, labor disputes, the making of repairs, alterations or improvements to the Leased Premises, embargoes, shortages of material, acts of God, sabotage, inability to obtain an adequate supply of electricity, other utilities, or any other events or circumstances beyond the LESSOR's control. The LESSEE shall not be entitled to any damages resulting from such failure nor shall such failure relieve the LESSEE of the obligation to pay Rent, nor constitute or be construed as a constructive or other eviction of the LESSEE.

11.2 The LESSOR shall not be liable to the LESSEE or to any person or entity for any loss or damage to any person or entity for any loss or 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 LESSOR.

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

11.4 The LESSOR shall not at any time be responsible for any damage, loss, or theft of the LESSEE's property on the Leased Premises and for any damage, loss or theft of the property of, or injury to (including death), the LESSEE's officers, agents, employees, invitees, licensees, visitors, guests and clients.

12. ALTERATIONS

12.1 The LESSEE shall not make, nor suffer to be made, any additions, alterations or improvements to the Leased Premises or any part thereof (the "LESSEE Improvements"), without first obtaining the written consent of the LESSOR, which consent may be withheld by the LESSOR in its sole discretion, and which consent shall be evidenced by a writing signed by the Commissioner of the State of Connecticut Department of Veterans' Affairs. Any additions, alterations or improvements to the Leased Premises shall be at the LESSEE's sole cost and expense.

12.2 The LESSEE shall not permit any materialman's or mechanic's lien or liens to be placed upon the Leased Premises or other property of the LESSOR caused by

APP
1/25/07

or resulting from any work performed, materials furnished or obligations incurred by or at the request of the LESSEE and nothing contained in this Lease shall be in any way a consent or request to the LESSEE, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration or repair of or to the Leased Premises or any part thereof, nor as giving the LESSEE any right to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any materialman's or mechanic's lien or other lien or liens against the interest of the LESSOR. In the case of the filing of any lien or claim for lien, the LESSEE shall discharge such lien or claim for lien by payment, deposit, bond or by order of a court of competent jurisdiction or otherwise within thirty (30) business days after its filing. If the LESSEE fails to discharge any lien or claim for lien within this period, then, in addition to any other right or remedy of the LESSOR, the LESSOR, without investigating its validity, may discharge the same either by paying the amount claimed to be due or by procuring its discharge by deposit in court or bonding. Any amount paid by the LESSOR for any of the aforesaid purposes, and all reasonable legal and other expenses of LESSOR, including reasonable attorneys' fees, in any legal action or in procuring the discharge of any lien, with all disbursements in connection therewith, shall be paid by the LESSEE to the LESSOR on demand with interest thereon of ten (10%) percent (or the maximum legal limit, whichever is lower), from the date of payment.

12.3 Any alterations or additions to the Leased Premises, including any LESSEE Improvements, shall become, at no cost to the LESSOR, the property of the LESSOR. The LESSOR reserves the right, however, at the termination or expiration of the Lease, to demand, upon written notice to the LESSEE, that the LESSEE remove any such alterations and additions at the LESSEE's expense, leaving the Leased Premises in substantially the same condition as it was at the beginning of the Initial Term.

12.4 The following shall apply to any approved LESSEE Improvements undertaken by the LESSEE:

- (a) The LESSEE Improvements will not require the LESSOR to make changes in or about the common areas of the building in which the Leased Premises is located, if applicable.
- (b) The LESSEE Improvements shall not affect in any way the outside appearance of the Leased Premises or the building in which it is located, the style or color of any building standard venetian blinds, and the construction thereof shall not, in the sole opinion of the LESSOR, weaken or impair the structure of the Leased Premises or the building in which it is located either during the making of such LESSEE Improvements or upon their completion.
- (c) The proper functioning of the equipment in the building in which the Leased Premises is located shall not be adversely affected in the sole opinion of the LESSOR.

PA 8
1/25/07

(d) The LESSEE Improvements shall be performed in such a manner so as not to unreasonably interfere with the business of any other occupant of the building in which the Leased Premises is located, if applicable, and not to impose any substantial hazard to the safety or security of other occupants in and about said building. To the extent possible, the LESSEE shall not use passenger elevators, if any, during regular business hours on business days for hauling or removing materials and debris.

(e) Before proceeding with any LESSEE Improvements, the LESSEE shall submit to the LESSOR, at the LESSEE's sole cost, at least two (2) copies of detailed plans and specifications therefor, for the LESSOR's review and written consent. Any LESSEE Improvements for which consent has been obtained, shall be performed in accordance with the approved plans and specifications, and no material changes thereto shall be made without the prior written consent of the LESSOR, which may be withheld in the LESSOR's sole discretion.

(f) The LESSEE shall not be permitted to install, in any part of the Leased Premises, any permanently attached materials, fixtures or articles which are subject to liens, chattel mortgages or security interests (as such term is defined in the Uniform Commercial Code as in effect in the State of Connecticut, as amended from time to time). Telephones, computer equipment, business machines and other equipment which can be removed without material damage to the Leased Premises are excluded from the foregoing.

(g) The LESSEE agrees to complete any LESSEE Improvements under the administration of a licensed architect or licensed professional engineer, if so required by the LESSOR, in the LESSOR's sole discretion. If the LESSOR so requires, upon completion of the LESSEE Improvements, the LESSEE shall deliver a certification from the LESSEE's architect or professional engineer that the LESSEE Improvements have been completed substantially in accordance with the plans and specifications approved by the LESSOR.

(h) The LESSEE, at its own expense, shall obtain all necessary governmental approvals, permits, authorizations and certificates for the commencement and prosecution of the LESSEE Improvements and for final approval thereof upon completion. The LESSEE, at its own expense, shall provide the LESSOR with two (2) copies of all such approvals, permits, authorizations and certificates. The LESSEE shall cause all LESSEE Improvements to be performed in a good and first-class workmanlike manner, using new materials and equipment at least equal in quality to the original standard installations of the Leased Premises.

(i) Throughout the performance of the LESSEE Improvements, the LESSEE, at no expense to the LESSOR, shall carry or cause to be carried, workers' compensation insurance covering all persons employed in connection with such improvements in statutory limits and general liability insurance for any occurrence in or about the Leased Premises and the building in which they are

AKP
1/25/07

located, naming the LESSOR as additional insured, in such limits as the LESSOR may prescribe, in its sole discretion, with insurers satisfactory to the LESSOR. The LESSEE shall furnish the LESSOR with a certificate of such insurance before the commencement of the LESSEE Improvements and, on request, at reasonable intervals thereafter.

12.5 The LESSEE shall keep full and complete records describing any LESSEE Improvements, including the aggregate cost thereof (including architect's and engineer's fees and expenses), during the term of this Lease and for a period of two (2) years thereafter. Upon the request of the LESSOR, the LESSEE shall provide the LESSOR and/or its authorized representative full and complete copies of such records.

13. DEFAULT

13.1 Each agreement, covenant and warranty of the LESSEE contained in this Lease is material and the essence of this Lease. As used in this Lease, "Event of Default" means any of the following:

(a) The LESSEE fails to pay any installment (or portion thereof) of Rent within five (5) days after such installment is due and the LESSEE shall thereafter fail to pay such installment within five (5) days after written notice is given by the LESSOR that such installment is overdue.

(b) The LESSEE fails to comply with any term, provision or covenant of this Lease other than the payment of Rent, including Additional Rent, and does not cure such failure as soon as reasonably practicable and in any event not more than thirty (30) days after written notice thereof is given to the LESSEE; provided, however, in the event that the failure to comply causes a hazardous condition, then it shall be an Event of Default if the LESSEE fails to immediately cause such hazardous condition to be corrected upon receiving notice thereof.

(c) The LESSEE or any guarantor of the LESSEE's obligations under this Lease ("Guarantor") becomes insolvent, or makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors, or the LESSEE or any Guarantor admits in writing its inability to pay its debts as they become due.

(d) The LESSEE or any Guarantor files a petition under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar law or statute of the United States or any state thereof, or an order for relief is entered with respect to the LESSEE or any Guarantor in any bankruptcy or insolvency proceeding; or a petitioner's answer proposing the entry of an order for relief with respect to the LESSEE in a bankruptcy or a reorganization proceeding under any present or future federal or state bankruptcy or similar law is filed in any court and not discharged or denied within sixty (60) days after its filing.

PPD
1/25/07

(e) A receiver or trustee is appointed for all or substantially all of the assets of the LESSEE or any Guarantor or any of the LESSEE's property located on the Leased Premises in any proceeding brought by the LESSEE, or any receiver or trustee is appointed in any proceeding brought against the LESSEE or any Guarantor and not discharged within sixty (60) days after appointment, or the LESSEE or any Guarantor shall consent to or acquiesce in such appointment.

(f) The leasehold estate of the LESSEE under this Lease is taken in whole or part, on execution or other process of law in any action against the LESSEE.

(g) The LESSEE fails to move into or take possession of the Leased Premises within thirty (30) days after the Commencement Date.

(h) The LESSEE vacates or abandons the Leased Premises. Vacation or abandonment includes, but is not limited to, any absence from the Leased Premises for thirty (30) business days or longer.

(i) The LESSEE undertaking, causing, permitting, or suffering to be done any action or event which is (i) required by this Lease to have the prior written consent of the LESSOR, unless such written consent is so obtained, or (ii) prohibited by this Lease.

(j) The filing of any liens, of any nature whatsoever, against the Leased Premises as a result of action or inaction of the LESSEE.

(k) The determination by the Secretary of the State of the State of Connecticut that the LESSEE is no longer in legal existence as a 501 (c) (3) corporation under the laws of the State of Connecticut

(l) The cessation by the LESSEE of the use of the Leased Premises for the purpose hereinbefore set forth, because of the lack of funds, because the LESSEE becomes inactive, or for any other reason.

14. LESSOR's REMEDIES

14.1 If an Event of Default by the LESSEE occurs, the LESSOR has the right, then or at any time thereafter, to pursue any remedies, legal or equitable, to which the LESSOR may be entitled, whether or not such remedies are mentioned in this Lease, and which remedies shall include, but are not limited to, one or more of the following:

(a) The LESSOR may terminate this Lease by written notice to the LESSEE in which event the LESSEE shall immediately surrender the Leased Premises to the LESSOR, and if the LESSEE fails to do so, the LESSOR, without prejudice to any other remedy that it may have for possession or arrearages in Rent, may enter upon and take possession of the Leased Premises and expel or remove the LESSEE and any other person or entity who may be occupying the Leased

DPW
1/25/07

Premises, or any part thereof, without being subject to prosecution or liable for any claim of damages. The LESSEE shall pay to the LESSOR on demand the amount of all loss and damage which the LESSOR may suffer by reason of this termination, whether through inability to relet the Leased Premises on satisfactory terms or otherwise, specifically including, but not limited to (i) all reasonable expenses necessary to relet the Leased Premises which shall include the cost of renovating, repairing and altering the Leased Premises for a new tenant or lessee, advertisements and brokerage fees; (ii) any increase in insurance premiums caused by the vacancy of the Leased Premises; (iii) unpaid Rent that was due and owing at the time of such termination; and (iv) the amount of the unpaid Rent that would have been earned during the balance of the term had the early termination not occurred. Nothing contained in this Lease shall limit or prejudice the right of the LESSOR to prove for and obtain in proceedings for bankruptcy or insolvency by reason of the termination of this Lease an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether or not the amount be greater, equal to, or less than the amount of the loss or damages referred to above. In the event of an early termination of this Lease, the LESSOR is in no way obligated to relet the Leased Premises.

(b) The LESSOR may enter upon and take possession of the Leased Premises and expel or remove the LESSEE or any other person or other entity who may be occupying the Leased Premises, or any part thereof, including any property owned by the LESSEE or such other person or entity, without incurring any civil or criminal liability, and, without terminating this Lease, the LESSOR may relet, at its election, the Leased Premises or any part thereof for the account of the LESSEE, in the name of the LESSEE or the LESSOR or otherwise, without notice to the LESSEE for a term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the applicable term of this Lease) and on terms and conditions (which may include concessions or free rent) as the LESSOR in its absolute discretion may determine and the LESSOR may collect and receive any rents payable by reason of such reletting; and the LESSEE shall pay the LESSOR on demand all reasonable expenses necessary to relet the Leased Premises which shall include the cost of renovating, repairing and altering the Leased Premises for a new tenant or tenants, advertisements and brokerage fees, and the LESSEE shall also pay the LESSOR on demand any deficiency that may arise by reason of the reletting. The LESSOR is not obligated to relet the Leased Premises, and shall not be responsible or liable for any failure to relet the Leased Premises or any part thereof or for any failure to collect any Rent due upon any reletting. Unless otherwise stated in this Lease, no re-entry or taking of possession of the Leased Premises by the LESSOR shall be an election on the LESSOR's part to terminate this Lease unless a notice of termination is given to the LESSEE pursuant to Subsection 14.1 (a) hereof.

(c) The LESSOR may enter upon the Leased Premises in a peaceable manner or under legal process of taking possession thereof and do whatever the LESSEE is

PAP
1/25/07

obligated to do under the terms of this Lease, and the LESSEE shall reimburse the LESSOR on demand for any expenses which the LESSOR may incur in thus effecting compliance with the LESSEE's obligations under this Lease.

14.2 In the event of a termination of this Lease due to an Event of Default by the LESSEE, the LESSEE shall have no claim against the LESSOR for the value of the unexpired term of the Lease.

14.3 No repossession or re-entering of the Leased Premises or any part thereof and no reletting of the Leased Premises or any part thereof shall relieve the LESSEE or any Guarantor of its liabilities and obligations under this Lease, all of which survive repossession or re-entering.

14.4 No right or remedy conferred upon or reserved to the LESSOR is intended to be exclusive of any other right or remedy, and each and every right and remedy is cumulative and in addition to any other right or remedy given under this Lease or now or hereafter existing at law, in equity or by statute. In addition to other remedies provided in this Lease, the LESSOR is entitled, to the extent permitted by applicable law, to injunctive relief in case of the violation, or attempted or threatened violation, of any of the covenants, agreements, conditions or provisions of this Lease, or to a decree compelling performance of any of the covenants, agreements, conditions or provisions of this Lease and any other remedy allowed to the LESSOR at law or in equity.

14.5 The failure of the LESSOR to insist upon the performance of any term, covenant or condition of this Lease or the waiver of any default or breach of any term, covenant or condition of this Lease, shall not be construed as thereafter waiving any such term, covenant or condition, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred. The waiver of or redress for any violation of any term, covenant, or condition contained in this Lease or contained in the rules and regulations of the LESSOR (as may be hereafter amended or supplemented) shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. No express waiver shall affect any term, covenant or condition other than the one specified in the waiver and that one only for the time and in the manner specifically stated. A receipt by the LESSOR of any Rent with knowledge of an Event of Default shall not be a waiver of the breach, and no waiver by the LESSOR of any provision of this Lease shall be effective unless expressed in writing and signed by the LESSOR. No payment by the LESSEE or receipt by the LESSOR of a lesser amount than the monthly installment of Rent due under this Lease shall be other than on account of the earliest Rent due under this Lease, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be an accord and satisfaction, and the LESSOR may accept any check or payment without prejudice to the LESSOR's right to recover the balance of the rent or pursue any other remedy provided in this Lease. Furthermore, a failure by the LESSOR to give the notices mentioned in this Lease or in connection with any breach hereof by the LESSEE or the LESSOR's settlement with, or acceptance of compensation, including Rent, from the LESSEE after breach or default on the LESSEE's part shall not be

QXP
1/25/07

considered a waiver by the LESSOR of any breach or default by the LESSEE or any of the terms or provisions of this Lease.

15. LESSEE'S ENVIRONMENTAL OBLIGATIONS

15.1 As used in this section, the following terms shall have the following meanings.

"Hazardous Substances" shall mean any petroleum, petroleum products, fuel oil, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health and/or the environment including, but not limited to, all materials, chemicals, or other substances defined as hazardous, hazardous waste, or toxic waste or otherwise regulated or controlled pursuant to any Environmental Law.

"Environmental Law(s)" shall mean any Federal, State and/or local laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies or requirements relating to human health and the environment, as now or at any time hereafter in effect including, but not limited to, Title 22a of the Connecticut General Statutes, the Comprehensive Environmental Response Compensation and Liability Act, 42 USC § 9601 et. seq., the Resource Conservation and Recovery Act, 42 USC § 6901 et. seq., the Clean Air Act, 42 USC § 7401 et. seq., the Federal Water Pollution Control Act, 33 USC § 1251 et. seq., the Toxic Substances Control Act, 15 USC § 2601 et. seq., the Federal Insecticide, Fungicide and Rodenticide Act, 7 USC § 136, et. seq. and the Occupational Safety and Health Act, 29 USC § 651, et. seq.

15.2 The LESSEE shall comply strictly and in all respects with all of the applicable requirements of the Environmental Laws.

15.3 The LESSEE shall not use any Hazardous Substance at, on, under, or about the Leased Premises except as such Hazardous Substance use is approved in writing by the LESSOR.

15.4 Prior to the LESSEE's use of any Hazardous Substance at, on, under, or about the Leased Premises, the LESSEE shall also obtain from the United States Environmental Protection Agency ("EPA") and the State of Connecticut Department of Environmental Protection ("DEP") all necessary permits for the use of such Hazardous Substance at, on, under, or about the Leased Premises.

15.5 All "Material Safety Data Sheets" and copies of Hazardous Substance permits from the EPA and DEP shall be provided by the LESSEE to the LESSOR prior to the Commencement Date and from time to time thereafter upon the request of the LESSOR.

DPW
1/25/07

15.6 The LESSEE agrees to remediate at its sole cost and expense all Hazardous Substance contamination that is found to have occurred as the direct or incidental result of the LESSEE's use of the Leased Premises and the LESSEE's use of equipment and material at, on, under, or about the Leased Premises.

15.7 The LESSEE shall indemnify, defend, and hold harmless the LESSOR and its officers, employees and agents from and against any and all loss, cost, liability, injuries to person (including death), property or natural resources, damages, compensation, and expense, including without limitation, all claims, demands, penalties, actions, causes of action, suits, litigation, and attorney's fees and consultant fees, arising out of, attributable to, which may accrue out of, or which may result from (a) a violation or alleged violation of the Environmental Laws in connection with the LESSEE's use of the Leased Premises and use of the LESSEE's property, equipment and material, or (b) the disposal or alleged disposal of Hazardous Substances whether intentional or unintentional, direct or indirect, foreseeable or unforeseeable, by the LESSEE, its officers, agents, employees, invitees, licensees, guests, visitors, clients, and by anyone acting on behalf of the LESSEE.

15.8 The LESSEE shall not enter into any consent decree, order or agreement with any Federal, State or local governmental agency with respect to any claim of any violation of the Environmental Laws.

15.9 All of the LESSEE's obligations hereunder shall survive the term of this Lease or any other agreement or action including without limitation, any consent decree, order or other agreement between the LESSEE and the government of the United States or any department or agency thereof.

16. ACCESS TO PREMISES

16.1 The LESSOR reserves the right to enter and inspect the Leased Premises at any time with prior notice given to the LESSEE; provided, that in the event of any emergency, the LESSOR shall have access to and the right to inspect the Leased Premises without prior notice. The local and state police and the local fire department, shall at all times have access to the Leased Premises and the right at any time to inspect the Leased Premises without prior notice. The LESSOR and its contractors shall have the right after prior written notice to the LESSEE to enter and/or pass through the Leased Premises or any part thereof, with all necessary equipment, at reasonable times during business hours, or at any time after business hours for the purpose of making repairs or changes to the building in which the Leased Premises is located or its facilities in order to repair and maintain said building or its fixtures or facilities.

16.2 The LESSOR reserves the right to install, use and maintain, pipes, ducts and conduits within the walls, bearing columns, and ceilings of the Leased Premises, provided that no such pipes, ducts or conduits shall materially interfere with the LESSEE's use and occupancy of the Leased Premises. Any such work shall, to the extent possible, be done so as to minimize interference with the LESSEE, and shall only

PAP
1/25/07

be undertaken after written notice to the LESSEE, except in emergencies, in which case, such written notice need not be given.

16.3 The LESSOR reserves the right without incurring any liability therefor, to make such changes in or to the building in which the Leased Premises is located, and the fixtures and equipment thereof, as well as in or to the entrances, halls passages, elevators, stairways and grounds thereof, as it may deem necessary or desirable or as may be required by law so long as it shall not materially interfere with the LESSEE's business or use of the Leased Premises or materially affect the LESSEE's access to the Leased Premises.

17. SURRENDER

17.1 At the expiration or other termination of this Lease, the LESSEE will surrender the Leased Premises in the same condition as that existing at the beginning of the Initial Term except for reasonable wear and tear based upon good maintenance practices, approved alterations or additions and damage by casualty excepted.

17.2 In the event the LESSEE does not remove all of its equipment, improvements and property from the Leased Premises upon the expiration or earlier termination of this Lease, the LESSOR, at its option, shall deem such equipment, improvements and property abandoned and title shall automatically vest in the LESSOR at no cost to the LESSOR. If the LESSOR elects to remove and dispose of such abandoned equipment, improvements and property, the LESSEE shall reimburse the LESSOR for the cost of removal and disposition. The LESSOR shall have no liability to the LESSEE for the LESSEE's abandoned equipment, improvements and property or the obligation to provide notice with reference to this provision.

18. ASSIGNMENT AND SUBLETTING

18.1 The LESSEE may not assign or sublet this Lease, in whole or in part, without the prior written consent of the LESSOR, which consent may be withheld in the LESSOR's sole discretion. Any such assignment or sublease of the Premises without the LESSOR's prior written consent shall be null and void. In the event such consent is given, the LESSEE shall not be relieved from any obligation under this Lease by reason of any such assignment or subletting.

19. NOTICE

19.1 Notices from the LESSOR to the LESSEE shall be sufficient if hand delivered to the LESSEE or if sent by facsimile (with transmission confirmation) or if placed with the United States Postal Service, certified mail, postage prepaid, addressed to the LESSEE at the address shown in the introductory paragraph of this Lease. Notices from the LESSEE to the LESSOR shall be sufficient if placed with the United States Postal Service, certified mail, postage prepaid, addressed to the Commissioner, Department of Public Works, 165 Capitol Avenue, State Office Building, Hartford,

PAP
1/25/07

Connecticut 06106-1630, with a copy to Administrator, Leasing and Property Transfer, Department of Public Works, 165 Capitol Avenue, State Office Building, Hartford, Connecticut 06106-1630.

20. HOLDOVER

20.1 Any holding over by the LESSEE after the expiration or termination of this Lease shall be construed to be a tenancy at will from month-to-month, terminable upon thirty (30) days' notice from either party hereto, and the LESSEE shall pay Base Rent at the same rate as the last year of the Lease preceding such expiration or termination, and such tenancy shall otherwise be on the terms and conditions herein specified.

21. SOVEREIGN IMMUNITY

21.1 The parties acknowledge and agree that nothing in this Lease shall be construed as a waiver by the LESSOR of any rights or defenses of sovereign immunity, which it may have had, now has, or will have with respect to all matters arising out of this Lease. To the extent that this provision conflicts with any other provision hereunder, this provision shall govern.

22. AUTHORITY

22.1 The LESSEE represents and warrants to the LESSOR that:

(a) it is a duly and validly existing corporation under the laws of the State of Connecticut and is authorized to conduct its business in the State of Connecticut in the manner contemplated by this Lease; further, the LESSEE has taken all necessary action to authorize the execution, delivery and performance of this Lease and has the power and authority to execute, deliver and perform its obligations under this Lease;

(b) it has full right and authority to enter into this Lease for the full term herein granted;

(c) the execution, delivery and performance of this Lease by the LESSEE will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (i) any provision of law; (ii) any order of any court or any governmental department, commission, board, bureau, agency, office, council, institution or instrumentality; or (iii) any agreement, document or other instrument to which it is a party or by which it may be bound; and

(d) to the extent that the LESSEE has engaged the services of any person or entity in any capacity to solicit or secure this Lease, the LESSEE shall be solely responsible for the payment of any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or

RRP
1/25/07

making of this Lease or any assignments made in accordance with the terms of this Lease. The LESSOR shall not be responsible under any circumstances for the satisfaction of such consideration.

23. CASUALTY AND CONDEMNATION

23.1 If the Leased Premises or any part thereof shall be damaged or destroyed by fire or other casualty, or ordered to be demolished by the action of any public authority in consequence of such casualty, or taken in whole or in part by any exercise of the right of eminent domain, the LESSOR may, in its sole discretion, terminate the Lease by written notice to the LESSEE, and the Lease shall expire as of the date of casualty or condemnation, and Rent shall be apportioned as of such date.

23.2 In the event of a casualty to all or a portion of the Leased Premises, and the LESSOR, in its sole discretion, does not terminate the Lease pursuant to Section 23.1 hereof, and opts to repair or rebuild the Leased Premises, this Lease shall remain in full force and effect subject to the provisions of this Section 23.2. If any part of the Leased Premises shall be rendered untenable by reason of such casualty and the LESSEE in its reasonable judgment is unable to conduct its business from the remaining undamaged portion of the Leased Premises then, provided the LESSEE actually ceases its operations thereat as a result of such damage, the Rent payable hereunder shall be abated in proportion to the percentage of the Leased Premises rendered untenable from the date of casualty until the LESSOR substantially completes repairs or restoration, unless such casualty shall have resulted from the actions of the LESSEE, or its agents, employees, licensees or invitees. If the LESSOR's repairs and/or restoration shall take more than one hundred eighty (180) days from the date of casualty, the LESSEE may terminate this Lease by written notice to the LESSOR. The LESSOR shall not be liable for any inconvenience or annoyance to the LESSEE or injury to the business of the LESSEE resulting in any way from such damage or the repair thereof. The LESSEE understands that the LESSOR shall not carry insurance of any kind on the LESSEE's property, and that the LESSOR shall not be obligated to repair any damage thereto or to replace the same.

23.3 In the event a portion of the Leased Premises is taken by any exercise of the right of eminent domain, and the LESSOR, in its sole discretion, does not terminate the Lease pursuant to Section 23.1 hereof, the LESSEE, at its option, may terminate the Lease if such condemnation or taking shall affect twenty-five (25%) percent or more of the Leased Premises or a material part of the means of access to the Leased Premises by written notice to the LESSOR within thirty (30) days of receiving notice of such condemnation or taking, and the Lease shall terminate as of the date of the LESSEE's written notice to the LESSOR and Rent shall be apportioned as of such termination date. If neither the LESSOR nor the LESSEE exercise their options to terminate the Lease, this Lease shall be and remain unaffected by such condemnation or taking except that the Rent payable hereunder shall be abated in proportion to the percentage of the Leased Premises taken or condemned. In the event of any condemnation or taking, the LESSOR shall be entitled to receive the entire award in the condemnation proceeding or other

RAB
1/25/07

proceeding for taking for public or quasi-public use, except that the LESSEE shall be entitled to the award, if any, for the LESSEE's leasehold interest in the condemned portion of the Leased Premises. This provision shall not be deemed to give the LESSOR any interest in or to require the LESSEE to assign to the LESSOR any award made to the LESSEE specifically for its relocation expenses or the taking of personal property and trade fixtures belonging to the LESSEE. Nothing in this Lease shall be construed as a waiver of or limitation upon the LESSOR's immunity to condemnation by inferior and/or unauthorized condemning authorities.

24. MISCELLANEOUS

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

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

24.3 If for any reason the terms of this Lease or any substantive provision thereof, shall be found to be unenforceable, illegal or in violation 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.

24.4 The LESSOR shall not have any obligations under this Lease except those expressly provided herein.

24.5 This Lease, including the exhibits and schedules attached hereto and made a part hereof, if any, contains the entire agreement of the parties concerning the Leased Premises, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as herein set forth.

24.6 Any modification of this Lease or additional obligation assumed by either of the LESSOR or the LESSEE in connection with this Lease shall be binding only if evidenced in a writing signed by the LESSOR and the LESSEE, and approved by the Attorney General of the State of Connecticut.

24.7 The LESSOR reserves the right to sell, transfer, assign or otherwise convey, in whole or in part, the Leased Premises and any and all of its rights under this Lease; and in the event of any such sale, transfer, assignment, or other conveyance of the Leased Premises, the LESSOR shall be and hereby is entirely released of all covenants and obligations of the LESSOR under this Lease, and the LESSEE shall look solely to the LESSOR's successor-in-interest for performance of those obligations.

24.8 The LESSOR may record this Lease, provided however, that the

PAP
1/25/07

LESSEE, at the written request of the LESSOR, shall join in the execution of a notice or memorandum of this Lease in such form as the LESSOR shall prepare for the purpose of recordation pursuant to Connecticut General Statutes Section 47-19, as amended from time to time.

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

24.10 The LESSOR shall not be responsible for any payments or reimbursements under this Lease except those expressly provided herein.

24.11 The LESSEE agrees that the sole and exclusive means for the presentation of any claim against the LESSOR arising from this Lease shall be in accordance with Chapter 53 of the Connecticut General Statutes, as revised, and the LESSEE further agrees not to initiate legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

24.12 If the LESSEE is a tax exempt entity, as a condition to the commencement of this Lease, it shall submit to the LESSOR a true and accurate copy of the determination letter issued by the U.S. Internal Revenue Service finding the LESSEE a tax exempt entity, and (b) the most recent Form 990, Form 990 PF, or equivalent filed with the U. S Internal Revenue Service.

25. NON-DISCRIMINATION

25.1 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 "LESSEE," and the word "contract" is substituted for and has the same meaning and effect as if it read "Lease." 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.

1/25/07
110

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 insure 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

QAB
1/25/07

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.

25.2 For the purposes of this section, the word "contractor" is substituted for and has the same meaning and effect as if it read "LESSEE," and the word "contract" is substituted for and has the same meaning and effect as if it read "Lease." 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 of Connecticut; (4) the contractor agrees to provide the Commission on Human Rights

1/25/07

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 of Connecticut.

(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 of Connecticut; 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.

25.3 This Lease is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973 and the provisions of Executive Order No. Sixteen of Governor John C. Rowland promulgated August 4, 1999. These Executive Orders are incorporated in this Lease by reference and shall be binding on the LESSEE as if they had been fully set forth herein. The LESSOR shall provide copies of such orders to the LESSEE within five (5) days of receiving a written request from the LESSEE.

OrP
1/25/07

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

WITNESSES:

CONNECTICUT STATE COUNCIL
VITENAM VETERANS OF AMERICA

Daniel Slater
Name:

By Billee Culin
Billee Culin
Its President
Duly authorized

Anthony Shook
Name:

Date signed: 09-17-06

WITNESSES:

STATE OF CONNECTICUT

James M. Chace
Name: James M. Chace

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

Holly J. Hart
Name: Holly J. HART

Date signed: 12/29/06

STATE OF CONNECTICUT)

COUNTY OF Hartford) ss: Rodney Hill
City/Town

On this the 17th day of Sept, 2006, before me, the undersigned officer, personally appeared Billee Culin, known to me (or satisfactorily proven) to be the President of the Connecticut State Council Vietnam Veterans of America, a corporation, whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes and consideration therein expressed in the capacity as therein stated as his free act and deed and that of the corporation.

In Witness Whereof I hereunto set my hand.

[Signature]

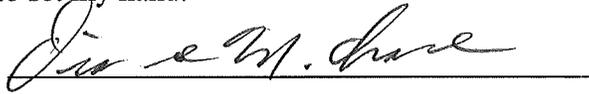
Commissioner of the Superior Court
Notary Public
My Commission Expires:

12/25/07
RAD

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

On this the 29th day of December, 2006, before me, the undersigned officer, personally appeared James T. Fleming, Commissioner of the Department of Public Works, State of Connecticut, known to me to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity as therein stated and for the purposes therein contained.

In Witness Whereof I hereunto set my hand.



Commissioner of the Superior Court
Notary Public
My Commission Expires:

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

Approved:

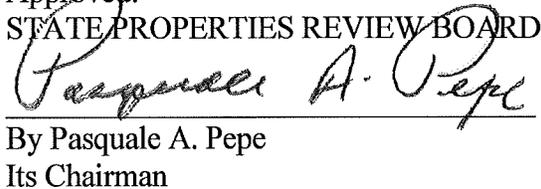
DEPARTMENT OF VETERANS' AFFAIRS



Linda Schwartz, Commissioner

Date Signed: Nov 1, 2006

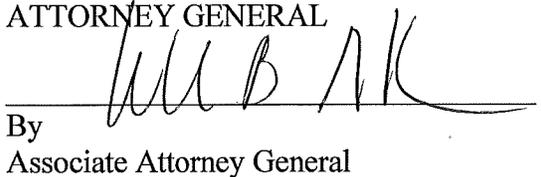
Approved:
STATE PROPERTIES REVIEW BOARD



By Pasquale A. Pepe
Its Chairman

Date signed: 1/25/07

Approved:
ATTORNEY GENERAL



By
Associate Attorney General

Date signed: 3/7/07

PA? 1/25/07

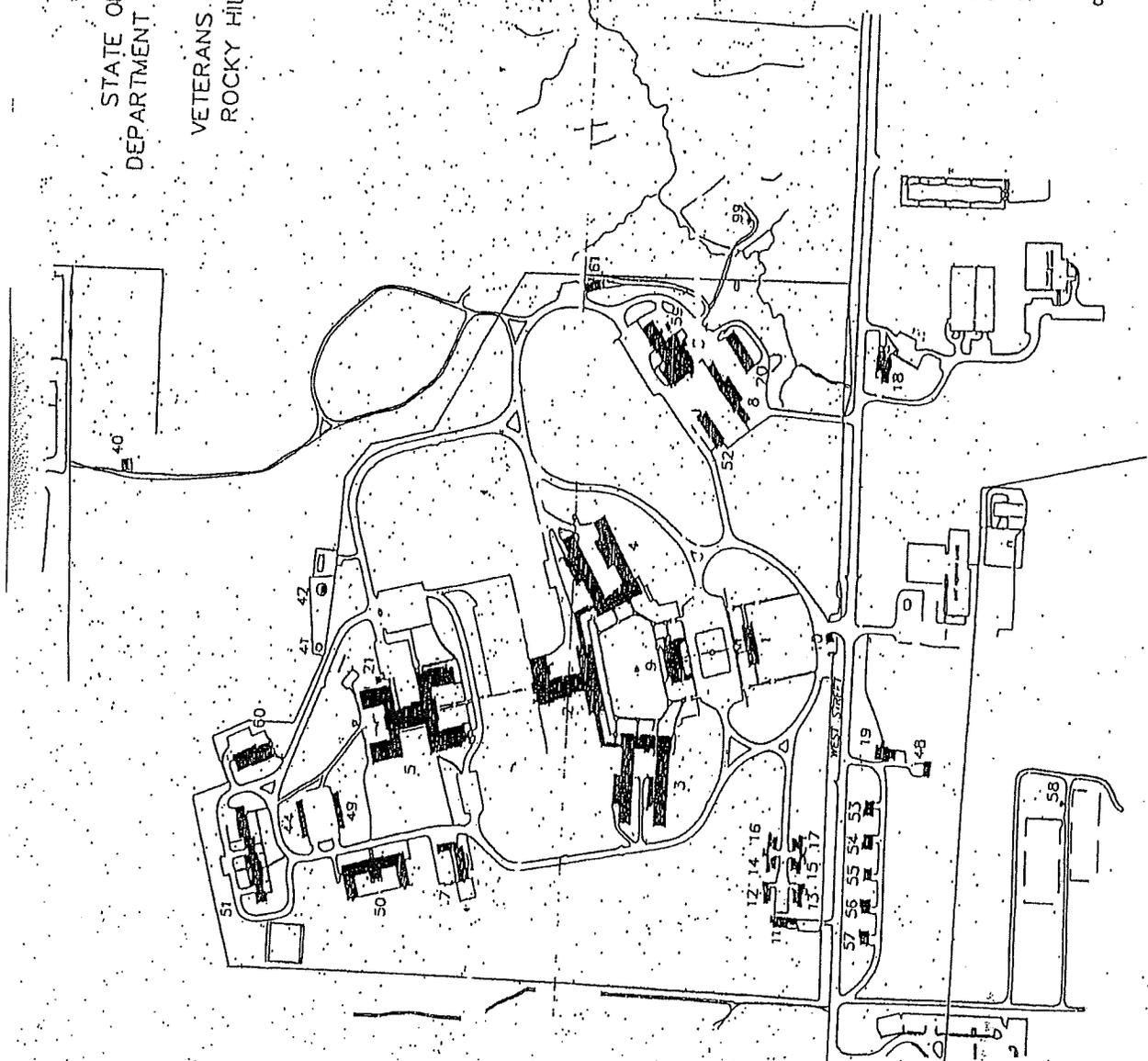
Exhibit A

STATE OF CONNECTICUT
DEPARTMENT OF VETERANS AFFAIRS

VETERANS HOME & HOSPITAL
ROCKY HILL, CONNECTICUT

FACILITY BUILDING NUMBER AND NAME

- 1 - ADMINISTRATION
- 2 - COMMISSARY
- 3 - WEST DOMICILE
- 4 - EAST DOMICILE
- 5 - HOSPITAL
- 6 - POWER PLANT
- 7 - VETERANS SERVICES
- 8 - PHYSICAL PLANT
- 9 - ASSEMBLY
- 10 - GATE HOUSE
- 11 - STAFF RESIDENCE
- 12 - STAFF RESIDENCE
- 13 - STAFF RESIDENCE
- 14 - STAFF RESIDENCE
- 15 - STAFF RESIDENCE
- 16 - STAFF RESIDENCE
- 17 - STAFF RESIDENCE
- 18 - DAY CARE CENTER
- 19 - ALTERNATIVE LIVING RESIDENCE
- 20 - MAINTENANCE SHOP
- 21 - OXYGEN STORAGE
- 22 - PUMP HOUSE
- 41 - WATER TANK (50,000 GAL)
- 42 - WATER TANK (300,000 GAL) & VALVE PIT
- 44 - GARAGE
- 48 - GARAGE
- 49 - GARAGE
- 50 - VETERANS RECOVERY CENTER
- 51 - STAFF APARTMENTS
- 52 - TRANSITIONAL LIVING RESIDENCE
- 53 - ALTERNATIVE LIVING RESIDENCE
- 54 - STAFF RESIDENCE
- 55 - ALTERNATIVE LIVING RESIDENCE
- 56 - ALTERNATIVE LIVING RESIDENCE
- 57 - ALTERNATIVE LIVING RESIDENCE
- 58 - CEMETARY TOOL SHED
- 59 - STORAGE
- 60 - STAFF APARTMENTS
- 61 - INCINERATOR
- 99 - SLUDGE BED



OCTOBER 10, 1956

425/07
AP

EXHIBIT B

Base Rent

Period	Rent/sq. ft.	Square Feet	Base Rent	
Entire term			\$1.00	
Entire Renewal Term			\$1.00	

PdP
1/25/07

EXHIBIT C

Schedule of Services and Utilities for Leased Premises

	LESSOR	LESSEE	N/A
Utilities			
Electric	X		
Gas/Oil	X		
Water/Sewer	X		
T-Comm/Data		X	
Security Systems	X		
Heat/Hot Water	X		
Air Conditioning	X		
Services			
Security Guards			X
Rubbish Removal	X		
Recycling Services		X	
Housekeeping		X	
HVAC/Plumbing Services	X		
Electrical/Lighting/Fire Protection System	X		
Task Lighting	X		
Elevator Maintenance			X
Snow Removal Services	X		
General Repairs (windows, doors, etc.)	X		
Roof Repairs	X		
Landscaping/Lawn	X		
Pest Control	X		
Parking Lot Maintenance	X		
Window Washing		X	
Other Services			

Unless otherwise noted below all common areas and central building equipment will be maintained by the LESSOR.

In the event that the LESSEE requires the use of utilities for which the LESSOR is responsible outside of normal operating hours, as provided below, the LESSOR shall bill the LESSEE for any increase in total building utility costs directly attributable to the LESSEE's off-hours use, and the LESSEE shall pay such charges as Additional Rent.

DPW
1/25/07

Day of Week	Operating Hours 24/7
Monday	
Tuesday	
Wednesday	
Thursday	
Friday	
Saturday	
Sunday	

RAP
1/25/07

Vietnam Veterans of America, Connecticut State Council, Inc.

Governing Board's Grant of Authority for Signatory on Lease of Premises

By motion duly made and seconded, and as reflected in the minutes of a meeting of the Vietnam Veterans of America, Connecticut State Council, Inc. (hereinafter "the Council"), authority is established in Billee Culin, President, Vietnam Veterans of America, Connecticut State Council, Inc., to act on behalf of said Council, to sign and enter into a lease by and between the Vietnam Veterans of America, Connecticut State Council, Inc. and the State of Connecticut, under auspices of the Department of Public Works, for premises described in the lease at Exhibit A and located at 196 West Street Rocky Hill, Connecticut.

Dated at Rocky Hill, Connecticut, this the 17th day of September 2006.



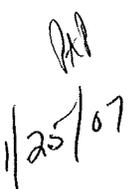
Roger Anderson, Secretary
Vietnam Veterans of America, Connecticut
State Council, Inc.

On this the 17th day of September, 2006, before me, the undersigned, personally appeared ROGER ANDERSON, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, and duly acknowledged the execution of the same to be his free act and deed for the purposes therein contained, by signing:

IN WITNESS WHEREOF, I hereunto set my hand.



Commissioner of the Superior Court
Edmond Clark, Esq.


AKA
1/25/07

Internal Revenue Service

Date: August 31, 2006

VIETNAM VETERANS OF AMERICA INC
CONNECTICUT STATE COUNCIL INC
4 BLUEBELL LN
SIMSBURY CT 06070-1001

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Person to Contact:

Ms. Fox 31-07209
Customer Service Representative

Toll Free Telephone Number:

877-829-5500

Federal Identification Number:

06-1179893

Group Exemption Number:

3202

Dear Sir or Madam:

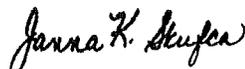
This is in response to your request of August 31, 2006, regarding your organization's tax-exempt status. Your organization is included in a group ruling issued to Vietnam Veterans of America, Inc., located in Silver Springs, Maryland. That group ruling indicates your organization is exempt under section 501(c)(19) of the Code.

Based on your organization's representation that at least 90 percent of its members are war veterans and that it is organized and operated primarily for purposes consistent with its current status as a war veterans' organization, donors can deduct contributions made to or for the use of your organization.

If, in the future, your organization does not meet this membership test or if its purposes, character, or method of operation changes, donors cannot deduct contributions made to or for the use of your organization, as provided by section 170. Please notify your parent organization of any such change so that the effect on the deductibility of contributions made by these donors can be considered.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,



Janna K. Skufca, Director, TE/GE
Customer Account Services

AK
1/25/07