FIRST AMENDMENT TO LEASE

This First Amendment to Lease (the "Amendment") is made and entered into by and between BostonHartford LLC (the "LESSOR"), whose address is 715 Boylston Street, Boston, MA 02116, acting herein by Elliot L. Gould, its Manager, duly authorized, and the State of Connecticut ("LESSEE"), acting herein by James T. Fleming, its Commissioner of the Department of Public Works, or his designee, each duly authorized, pursuant to the provisions of subsection (a) of Section 4b-30 of the General Statutes of Connecticut, as revised, which authority is contingent upon satisfying the conditions of Conn. Gen. Stat. Sections 4b-23, 4b-24 and 4b-32, as revised, concerning entering into leases with the advice and consent of the Secretary of the Office of Policy and Management and the Properties Review Board of the State of Connecticut.

W I T N E S S E T H

WHEREAS, on March 8, 1999, the LESSOR's predecessor-in-interest, 999 Asylum Associates, LLC, and the LESSEE entered into a lease ("Lease") with respect to a total of 10,804 net usable square feet of office space, on the fourth floor of the building situated at 999 Asylum Avenue, in the City of Hartford, County of Hartford and State of Connecticut, which lease is recorded on the land records in the Hartford Town Clerk's Office in Volume 4076, Page 347; and

WHEREAS, the LESSEE exercised its renewal option to extend the Lease for a term of five (5) years commencing on July 14, 2004 through July 13, 2009, at a gross rent of $162,060.00 per year ($13,505.00 per month, $15.00/NUSF per year); and

WHEREAS, the LESSOR and the LESSEE desire to amend the Lease as set forth herein.

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

1. Section 1 of the Lease is hereby deleted and replaced with the following:

   The LESSOR hereby leases unto the LESSEE 10,804 net usable square feet ("NUSF") of existing offices (the "Original Space") located along the entire south wall and southeast corner; the entire west face and a portion of the northwest corner of the fourth floor of the building located at 999 Asylum Avenue, in the City of Hartford, County of Hartford and State of Connecticut (the "Building"), and 135 NUSF of enclosed, noncontiguous mailroom space located in the northwest core of the Building (the "Expansion Space") and more particularly shown on the plans referenced in Section 4 hereof, for a total of 10,939 NUSF (the "premises," "demised premises," or the "Premises").

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

The parties agree and acknowledge that the LESSEE let the Original Space for an initial term of five (5) years that commenced on July 14, 1999 and expired July 13, 2004 (the "Initial Term"). The LESSEE shall continue to have and to hold the Original Space for an additional term of five (5) years, which term commenced on July 14, 2004 and shall expire on July 13, 2009 ("Original Space Renewal Term"). In addition, the LESSEE is to have and to hold the Expansion Space for a term that will commence upon the earlier of the LESSEE'S actual use and physical occupancy of the Expansion Space or the seventh (7th) day after delivery to the LESSOR of the LESSEE'S written approval of the LESSOR's completion of the Expansion Space Fit-out (as hereinafter defined), including completion of all punch-list items ("Expansion Space Commencement Date"), and will expire on July 13, 2009 ("Expansion Space Term"). The LESSOR and the LESSEE shall confirm the Expansion Space Commencement Date in writing no later than thirty (30) days from the Expansion Space Commencement Date.

3. Section 4 of the Lease is hereby amended by adding the following at the end of the first paragraph thereof:

The LESSOR shall renovate and improve the Expansion Space, in accordance with plans entitled, "PROPOSED MAIL ROOM FOR SUPPORT ENFORCEMENT 999 ASYLUM AVE HARTFORD, CT, Sheet A1," dated March 28, 2003," and specifications entitled, "SPECIFICATIONS FOR MAIL ROOM SUPPORT ENFORCEMENT 999 ASYLUM AVENUE HARTFORD, CT" dated March, 2003 (the "Expansion Space Fit-out"). Said drawings and specifications are attached hereto as Exhibit A and made a part hereof.

4. Section Five of the Lease is hereby amended by adding the following at the end of said section:

During the Original Space Renewal Term, rent for the Original Space shall be an annual gross rental rate of One Hundred Sixty-two Thousand Sixty Dollars ($162,060.00, $15.00/NUSF), payable in equal monthly installments of Thirteen Thousand Five Hundred Five Dollars ($13,505.00) by the end of each calendar month.

During the Expansion Space Term, rent for the Expansion Space shall be at an annual gross rental rate of Two Thousand Twenty-five Dollars ($2,025.00, $15.00/NUSF), payable in equal monthly installments of One Hundred Sixty-eight Dollars and Seventy-five Cents ($168.75), payable by the end of each calendar month. The Lessee shall commence rental payments for the Expansion Space in

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the month that the Expansion Space Commencement Date occurs. In addition to the rental payments for the Expansion Space, the LESSEE shall commence amortization payments for the costs related to the Expansion Space Fit-out in excess of $15.00 per NUSF for the Expansion Space, which shall equal $9,741.00 amortized at 7.5% over the remainder of the Expansion Space Term ("TI Cost"), payable in equal monthly installments by the end of each calendar month, commencing with the first rental payment for the Expansion Space until the TI Costs are fully amortized, but in no event shall these payments continue beyond July 13, 2009.

Rental for occupancy during any term or renewal term of this Lease 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.

5. Section 6 is hereby deleted in its entirety and replaced with the following:

The term of this Lease may be extended or renewed at the option of the LESSEE, subject to approval by the State Properties Review Board, for a five (5) year term at an annual gross rental rate of $164,085.00 ($13,673.75 per month, $15.00/NUSF), for the entire Premises (10,939 NUSF), provided notice be given in writing to the LESSOR at least ninety (90) days before July 13, 2009, but otherwise at the same rental rate and on the same terms and conditions as provided in the Lease, as amended (the "Second Renewal Term"). The Second Renewal Term shall commence July 14, 2009 and expire July 13, 2014.

The term of this Lease may be further extended or renewed at the option of the LESSEE, subject to approval by the State Properties Review Board, for a five (5) year term, commencing July 14, 2014 through July 13, 2019, at an annual gross rental rate of $182,681.28 ($15,223.44 per month, $16.70/ NUSF), for the entire Premises (10,939 NUSF), provided notice be given in writing to the LESSOR at least ninety (90) days before the expiration of the Second Renewal Term, but otherwise at the same rental rate and on the same terms and conditions as the Lease, as amended (the "Third Renewal Term"). The Third Renewal Term shall commence July 14, 2014 and expire July 13, 2019.

6. Section 10 of the Lease is hereby amended by adding the following at the end of said Section 10:

The LESSOR shall maintain the paint and carpeting of the Premises in good and tenantable condition throughout the term of the Lease, including all renewals and extensions thereof, at LESSOR'S, own expense, including but not limited to the following:

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

Signed in the presence of:

William C Stokesbury)
)
)
Marguerite P. Clancy)
MARGUERITE P. CLANCY

Raeanne V. Curtis)
Raeanne V Curtis)
)
Diane M. Chace)
Diane M. Chace

BostonHartford LLC

by Elliot L. Gould
Elliot L. Gould
Its Manager
duly authorized
Date signed: 9/20/04

State of Connecticut

by James T. Fleming
James T. Fleming
Its ~~Acting~~ Commissioner
duly authorized
Date signed: 2/17/05

State of CT
County of Hfd ss: Farmington

On this the 20th day of September, 2004, before me, the undersigned officer, personally appeared Elliot L. Gould, Manager of BostonHartford LLC, a Connecticut limited liability company, and as such Manager executed the foregoing as his free act and deed and the free act and deed of said limited liability company.

In witness whereof I hereunto set my hand.

William C Stokesbury
Commissioner of the Superior Court
~~Notary Public~~
~~My commission expires~~

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State of Connecticut
ss: Hartford
County of Hartford

On this the 17th day of February 2004, before me, Diane M. Chace the undersigned officer, personally appeared James T. Fleming, Commissioner of the Department of Public Works 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.

Diane M. Chace

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

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

Accepted:
JUDICIAL BRANCH

by _____ Date signed: 12/3/04
Joseph Pellegrino, Judge
Its Chief Court Administrator

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

by _____ Date signed: 5/11/05
Its Secretary

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Approved:
STATE PROPERTIES REVIEW BOARD

by _____ Date signed: 6/13/05
Pasquale A. Pepe
Its Chairman

Approved:
ATTORNEY GENERAL

by: _____ Date signed: 6/27/05
William B. Gundling
Its Associate Attorney General

a) Prior to the commencement of the Expansion Space Term, the Second Renewal Term and the Third Renewal Term, the LESSOR shall, at its own expense, repaint all walls throughout entire Premises, with a high-quality national brand latex paint, as needed, as mutually determined by the LESSEE and LESSOR. All walls with vinyl wall covering must be cleaned per manufacturer's instructions and damaged sections must be replaced, with color and pattern of replacement vinyl wall covering selected by the LESSEE

b) Prior to the commencement of the Expansion Space Term, the Second Renewal Term and the Third Renewal Term the LESSOR shall, at its own expense, recarpet the entire Premises with commercial quality, wall-to-wall 100% nylon, tufted, level loop with permanent anti-static and soil hiding features to maintain good repair and tenantable condition of the demised premises, as needed, as mutually determined by the LESSEE and LESSOR. Face yarn weight shall be 28 ounces per square yard minimum; total weight 67 ounces per square yard minimum, heavy traffic designed. Color and pattern are to be selected by the LESSEE. The LESSOR shall submit color samples from a minimum of two nationally recognized carpet manufacturers. The carpeting shall have an average critical radiant flux of at least 0.45 watts per square centimeter (NFPA 253) and specific optical density of 450 or less (NFPA 258).

c) All work shall be done after business hours so as not to interfere with the LESSEE'S normal operations. The LESSOR shall be responsible to provide and pay for moving all furniture and equipment. A timetable for the repainting and recarpeting shall be agreed upon between the LESSEE and the LESSOR.

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

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 Amendment, whatever the circumstances, shall not be binding on the LESSEE unless and until it is 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.

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LEASE

This lease is made and entered into by and between 999 Asylum Associates LLC, owner of the hereinafter mentioned lease premises and herein called the LESSOR, whose address is 231 Farmington Avenue, Farmington, Connecticut 06032, acting herein by Bruce A. Fischman, its general partner, duly authorized, and the State of Connecticut, hereafter called the LESSEE, acting herein by P. J. Delahunty, Jr., its Deputy Commissioner of Public Works, duly authorized, pursuant to the provisions of subsection (a) of Section 4b-30 of the General Statutes of Connecticut, as revised.

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

1. The LESSOR hereby leases unto the LESSEE 10,804 net usable square feet (NUSF) of office space, comprised of the enclosed northwesterly corner of the fourth floor situated at 999 Asylum Avenue, in the City of Hartford, County of Hartford , and State of Connecticut, together with all appurtenances thereto and all right to means of ingress into and egress out of the leased premises and together with the improvements, fixtures, equipment and facilities of the LESSOR now located or to be located on said premises.

2. The LESSEE is to have and to hold the said premises with their appurtenances for the term of five (5) years from the commencement date as established in Section Twenty-Six.

3. The LESSOR agrees that should the LESSEE require additional expansion space during the original term of the lease at 999 Asylum Avenue, the LESSEE shall have the option to lease vacant space at said 999 Asylum Avenue on the same terms and conditions, except that the rental rate for said additional expansion space shall be $13.25 per square foot per year for occupancy during the original lease term, and such rate shall be deemed to include the cost of all the LESSOR'S tenant renovation and improvement work on behalf of the LESSEE (excepting personal property of the LESSEE). The rental rate of $13.25 per square foot for said additional expansion space shall include a tenant improvement allowance of $15.00 per square foot to renovate and improve the said additional expansion space. If the LESSEE'S tenant improvements cost for said additional expansion space exceeds $15.00 per square foot, then such excess shall be amortized over the remaining term of the lease, at a market rate of interest as additional rent. Any such excess cost shall be subject to the approval of the State Properties Review Board. The LESSOR shall provide three (3) additional parking spaces for every 1,000 square feet, or portion thereof, of expansion space.

4. The LESSOR, at its sole expense, agrees to design and renovate and improve the demised premises in accordance with the plans entitled "PROPOSED OFFICES FOR SUPPORT ENFORCEMENT 999 ASYLUM AVENUE, HARTFORD, CT" and dated July 10, 1997 and specifications entitled "SPECIFICATIONS FOR SUPPORT ENFORCEMENT FOURTH FLOOR 999 ASYLUM AVENUE HARTFORD, CT". and dated July, 1997. Said plans and specifications are incorporated herein by reference and made a part hereof as though fully set forth herein. Upon completion of the aforesaid renovation and improvement work, the demised premises shall meet the requirements of the Americans with Disabilities Act of 1990, as amended, and all other handicap codes and regulations.

5. The LESSEE shall pay the LESSOR the rental of One Hundred Forty-Three Thousand One Hundred Fifty-Three Dollars and Four Cents ($143,153.04) per year, payable in equal monthly installments of Eleven Thousand Nine Hundred Twenty-Nine Dollars and Forty-Two Cents ($11,929.42) 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.

6. The term of this lease may be extended at the option of the LESSEE for five (5) years at $162,060.00 per year ($13,505.00 per month), provided notice be given in writing to the LESSOR at least ninety (90) days before the end of the original lease term, but otherwise on the same terms and conditions. If the LESSEE'S tenant improvements cost for said additional expansion space exceeds $15.00 per square foot, then such excess shall be amortized over the remaining term of the lease, at a market rate of interest as additional rent. Any such excess cost shall be subject to the approval of the State Properties Review Board.

(For Department of Public Works information only: Judicial Support Enforcement)

7. The LESSOR, at its sole expense, shall furnish the following to the LESSEE: heat; electricity, including consumption for the air-conditioning system; hot and cold running water; separate locked toilet facilities for men and women shared in common with other tenants; janitorial services in areas shared in common with other tenants within the demised premises in accordance with the attached copy of the janitor's frequency schedule designated as Exhibit D, incorporated herein by reference and made a part hereof; annual window washing; elevator service; groundskeeping; rubbish removal; replacement of burnt-out bulbs, tubes and ballasts; pest control; reserved, on-site, paved, lighted and striped parking spaces for fifty (50) cars, five (5) parking spaces of which shall be designated parking spaces located along the westerly boundary of the property and twenty-six (26) parking spaces of which shall be located in a designated area at or in the southerly portion of the parking area, the aforementioned twenty-six (26) parking spaces shall be marked "JD" and numbered one (1) through twenty-six (26), and nineteen (19) parking spaces of which shall be located at the parking lot adjacent to and east of 60-62 Niles Street; and snow and ice removal and sanding.

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

9. The LESSOR shall maintain the demised premises and any and all equipment, fixtures, and appurtenances, whether severable or not, furnished by the LESSOR under this lease in good repair and tenantable condition, except in case of damage arising from the act or negligence of the LESSEE, its agents or employees or invitees. 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 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.

10. Prior to the commencement of the original five-year term of this lease, the LESSOR, at its own expense, shall repaint the demised premises throughout and re-carpet the hallways, clerical areas and one private office as determined by the LESSEE, and shampoo the remaining carpeted areas. Replacement and shampooing of carpeting and repainting of all walls shall be accomplished after business hours. The LESSOR , at its sole expense, shall be responsible for moving all furniture, fixtures and equipment.

The LESSOR shall also provide, at its sole cost and expense, renovations and improvements to the building, the usefulness of which will survive the tenancy of the LESSEE and such renovations and improvements shall comply with all municipal, state or federal codes that serve as general standards for this building. In addition, such standards shall include, but are limited to, the following requirements: Such minimum requirements and guidelines for leased space as the LESSEE may promulgate from time to time; State of Connecticut energy standards; Americans with Disabilities Act of 1990, as amended; all fire and safety codes. Said renovations and building improvements shall include, but are not limited, to the following: installation of HVAC equipment and controls to maintain a maximum carbon dioxide level not to exceed 1,000 parts per million, or federal and state air quality standards, whichever is less, and relative humidity between 30% and 60%; install and balance air-conditioning of sufficient capacity as required to provide all leased areas with an inside temperature of 78 degrees Fahrenheit wet bulb, when outside temperature exceeds 80 degrees Fahrenheit wet bulb; provide for the leased space to be artificially heated to 65 degrees Fahrenheit when directed by the LESSEE, when outside temperature is below 52 degrees Fahrenheit wet bulb; and provide separate handicapped-accessible toilet facilities for men and women.

11. The LESSOR shall at all times defend, indemnify and save harmless the LESSEE and its officers, agents, and employees on account of any and all claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of injuries (including death) sustained by or alleged to have been sustained by the officers, agents, employees, invitees, licensees and clients of the LESSEE, and from injuries (including

death) sustained by or alleged to have been sustained by the public or by any other person or property, real or personal (including property of the LESSEE), caused in whole or in part by the acts, omissions, or neglect of the LESSOR and/or by the LESSOR'S officers, agents, employees, invitees, licensees and clients. The LESSOR shall provide and maintain public liability insurance, with the LESSEE named as 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, and shall annually provide the LESSEE with a certificate of insurance to this effect, all at no cost to the LESSEE. Such policy of insurance shall also provide notification to the LESSEE at least thirty (30) days prior to any cancellation or modification of coverage.

12. The LESSEE may sublet all or any part of the demised premises or assign this lease, not, however, without the LESSOR'S prior written approval, which approval shall not be unreasonably withheld but 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.

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

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

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

16. If at the expiration or termination of the lease term (including any applicable extension period contained therein) the LESSEE shall hold over for any reason, the tenancy of the LESSEE thereafter shall 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.

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

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

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

20. This lease, including the exhibits attached hereto, which are made a part of this lease, 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.

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

22. For the purposes of this section, the word "contractor," 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.

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

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

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

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

26. After the approval of this lease by the Attorney General of the State of Connecticut, the renovations and improvements to the leased premises as called for in Section Four shall be completed by the LESSOR within ninety (90) days of the date of such approval by the Attorney General.

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

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

The lease term hereinbefore mentioned in Section Two shall commence on the date of actual physical occupancy of the premises by the LESSEE following the completion of the renovations, improvements and work and the acceptance of the premises by the LESSEE'S Department of Public Works. The comencement date shall be confirmed in a letter from the LESSEE to the LESSOR.

27. As special conditions, the LESSOR agrees to the following: Failure of the LESSOR or LESSOR'S contractors to meet the ninety (90) days within which such renovations, improvement and work are to be completed as called for under Section Twenty-Six and pursuant to the terms of the lease proposal outline, shall constitute a breach of this lease by the LESSOR, provided such failure is not caused by an act or omission of the LESSEE or Force Majeure. In the event of a breach, the LESSEE shall send written notice of its intent to cancel the lease and, from the date that such notice is sent to the LESSOR, the LESSEE will allow the LESSOR a sixty (60) day cure period prior to the LESSEE in exercising its option to cancel the lease at any time without penalty or the LESSEE, at its option, may at any time, and without penalty, complete such renovations, improvements and work at the expense of the LESSOR and deduct the costs from the rents due or to become due, under the terms of the lease or recover such costs by any other appropriate means.

28. The LESSEE shall pay as additional rent ten and eight-tenths percent (10.8%) of any real property tax increases on the property at 999 Asylum Avenue, Hartford, 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 Hartford's Grand List of October 1, 1997;
b. such real property tax increases appear for the first time on the first Grand List of the City of Hartford following the property being assessed one hundred percent (100%) subsequent to the City of Hartford's Grand List of October 1, 1998;
c. at the time of such one hundred percent (100%) assessment, the property is fully occupied;
d. at the time of such one hundred percent (100%) assessment, the LESSEE'S premises are fully occupied by the LESSEE; and
e. 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 by 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 Hartford fiscal year (July 1 to June 30) basis, and there will be an apportionment on a per-diem basis in regard to the last possible 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.

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. As a special condition, the LESSOR shall arrange for the installation of Sonitrol Onyx IV Telephone system for $38,719.00 as per the Sonitrol proposal dated September 22, 1997. This work shall be completed within ninety (90) days of the date of approval of this lease by the Attorney General. This cost includes complete installation, warranty, necessary service and the necessary training both of which the LESSOR shall arrange with the telephone company to provide. The cost of $38,719.00 shall be amortized at the annual interest at ten percent (10%) over the initial 5 year term of this lease. The fixed monthly payment, consisting of principal and interest, is $822.66 per month. Upon expiration of the five-year lease term, the telephone system will be paid in full and will become the property of the State of Connecticut. The wiring will become the property of the LESSOR and will not be removed by the LESSEE.

37. In the event the LESSOR transfers the property known as 999 Asylum Avenue, the LESSOR'S successor in interest, shall assume and perform all of the LESSOR'S obligations under the lease during the lease term and any extensions thereof.

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

Signed in the presence of:

Margaret Arcari)
Margaret Arcari)
)
)
Tina Savino)
TINA SAVINO

999 Asylum Associates Limited Partnership

by _____
Bruce A. Fischman
Its general partner, duly authorized

Date signed: 12/17/98

State of Connecticut

)
JOE NESTERIAK)
)
)
N'MARIE CRUMBIE)

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

Date signed: 12/21/98

State of Connecticut
County of Hartford

The foregoing instrument was acknowledged before me this 17th day of December, 1998 by Bruce A. Fischman of 999 Asylum Associates LLC, a Connecticut limited liability company, on behalf of the company.

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

ROSEMARY LEPORE
NOTARY PUBLIC
MY COMMISSION EXPIRES JAN. 31, 2002

On this the 21ST day of DECEMBER 1998, before me, N'MARIE CRUMBIE, the undersigned officer, personally appeared P. J. Delahunty, Jr., of the State of Connecticut, known to me to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand.

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

Approved: _____
Attorney General

Date signed: 3/8/99