LEASE

This lease is made and entered into by and between Matthews Ventures LLC, a Connecticut limited liability company acting by and through Long Wharf Management Corporation, its member which is a Connecticut corporation acting by and through Steven A. Fournier, its Vice President, duly authorized, owner of the hereinafter-mentioned leased premises and hereafter called the LESSOR, whose address is 59 Elm Street, New Haven, Connecticut 06510, 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:

SECTION ONE

The LESSOR hereby leases unto the LESSEE a total of 56,334 net usable square feet of space situated at One Long Wharf Drive, in the Town of New Haven, County of New Haven 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 ("Premises").

SECTION TWO

The LESSEE is to have and to hold the Premises with their appurtenances for the term of five (5) years commencing on the date established in Section Twenty-Four (24).

SECTION THREE

The LESSOR, at its sole expense, agrees to use qualified contractors/personnel to renovate and improve the Premises in a workmanlike manner in accordance with the drawings/plans entitled "Expansion Plans 1st, 2nd, 3rd, 4th and 5th Floors, drawings/plans DCF – Long Wharf, New Haven, CT." Said drawings/plans are incorporated herein by reference and made a part hereof as though fully set forth herein.

The bid cost of tenant improvements and work in the amount of $180,462.00 shall be at the sole cost and expense of the LESSOR.

SECTION FOUR

A. Rent

The LESSEE shall pay the LESSOR the rental of Nine Hundred One Thousand Three Hundred Forty-Four Dollars ($901,344.00) per year, payable in equal monthly installments of Seventy-Five Thousand One Hundred Twelve Dollars ($75,112.00) by the end of each calendar month. Rental for occupancy of less than a full calendar month at the commencement, termination or during any partial interruption of this lease shall be prorated by dividing the monthly rent by thirty and multiplying the resulting quotient by the number of days of occupancy.

(a) Suite 1C, First Floor South, the annual rental rate of $16.00 per square foot for 7,590 net usable square feet shall be payable on the later of (i) the date the new lease is executed by the Office of the Attorney General, (ii) the LESSEE'S date of occupancy or (iii) the completion of all tenant improvements and work in a manner acceptable to the Department of Public Works.

(b) Suite 5C, Fifth Floor Center, the annual rental rate of $16.00 per square foot for 1,795 net usable square feet shall be payable on the later of (i) the date the lease is approved by the Attorney General or his designee, (ii) the LESSEE'S date of occupancy or (iii) the completion of all tenant improvements and work in a manner acceptable to the Department of Public Works.

(For Department of Public Works information only: Department of Children and Families)

(c) The remainder of the Premises the annual rental rate of $16.00 per square foot for 35,832 (original) net usable square foot shall be payable upon the date of approval by the Attorney General or his designee.

B. One Time Retroactive Payment for Presently Occupied Space
All retroactive rental payments specified under this section shall be paid on one lump sum by the LESSEE to the LESSOR within 90 business days after the rent control card has been completed and duly executed by the LESSEE. ("Retroactive Rent Payment")
The LESSEE shall pay the LESSOR the following retroactive rental payments for the dates specified forward to the date of commencement, as defined within Section 24 of the lease:

(a) Suite 3E, Third Floor Center, the annual rental rate of $16.00 per square foot for 1,306 net usable square feet shall be payable retroactive to June 11, 1999.

(b) Suite 1M, First Floor North, the annual rental rate of $16.00 per square foot for 6,504 net usable square feet shall be payable retroactive to June 14, 1999.

(c) Suite 2H, Second Floor North, the annual rental rate of $16.00 per square foot for 2,167 net usable square feet shall be payable retroactive to April 20, 2000.

(d) Suite 4B, Fourth Floor Center, the annual rental rate of $16.00 per square foot for 1,140 net usable square feet shall be payable retroactive to May 9, 2000.

$1,036,545.60

SECTION FIVE

The term of this lease may be extended or renewed at the option of the LESSEE for five (5) years at $~~103,654.00~~ per year ($86,378.80 per month), provided notice be posted by first class mail 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.

During the five (5) year renewal or any extended lease term following the initial five (5) year lease term, the parking rental rate is $80.50 per space per month for not less than one hundred fifty-five (155) off-site surface parking spaces at 150 Sargent Drive, New Haven, Connecticut.

The LESSEE shall continue to receive two hundred fifty-five (255) on-site parking spaces, base rent inclusive.

To the extent the terms contained within Section Six (6) of this lease are inconsistent with any of the terms found in this Section, the terms contained in Section Six (6) shall control.

SECTION SIX

The LESSOR, as part of the rental consideration, shall pay for and furnish the following to the LESSEE: commercially reasonable to the operation and maintenance of the LESSEE'S governmental functions: heat; electricity, including consumption for the air conditioning system in common areas only; air-conditioning system; hot and cold running water; separate toilet facilities for men and women shared in common with other tenants; janitor service in areas shared in common with other tenants; annual interior and exterior window washing; reserved, on-site, paved, lighted, maintained and striped parking spaces for two hundred fifty-five (255) vehicles; snow and ice removal and sanding; rubbish removal; pest control; elevator service; groundskeeping; replacement of burnt-out bulbs, tubes and ballasts; and professionally qualified security service from 6 a.m. to 8 p.m. Monday through Friday. The LESSOR'S security service shall fully cooperate with the LESSEE'S security services. The LESSEE'S security services shall have primary authority within the Premises.

In addition, at its sole cost and expense, the LESSOR shall, after business hours recarpet with commercial quality carpet or commercial quality carpet squares, of the LESSEE'S election, and repaint with commercial quality paint the Premises in a workmanlike manner within ninety (90) days of the Attorney General's approval of this lease and again every five years. To the extent any of the provisions of this section are in conflict with the provisions found within Section 8, Section 8 shall control.

The LESSOR shall advise the LESSEE of any instances of overparking or improper parking and the LESSEE shall endeavor to address the issue with the owner or operator of the vehicle involved.

The LESSOR shall see to it that its employees and contractors carry out the LESSOR'S responsibilities under this section in a workmanlike and professional manner; that they fully cooperate with the LESSEE; that they take all reasonable steps to avoid any inconvenience or disruption to the LESSEE'S operations; they promptly respond to all issues, questions or concerns or requests for services raised by the LESSEE under this section and they avoid any activity or action which would or might lead to a breach or violation of the LESSEE'S confidentiality responsibilities under Conn. Gen. Stat. 17a-28, as hereinafter amended.

The LESSEE shall pay, as additional rent, separately metered electricity, electricity for air conditioning; and janitorial services within the leased premises and $70 per space per month for not less than 155 off-site surface parking spaces at the 150 Sargent Drive, New Haven, Connecticut parking lot prior to the commencement date of the new five (5) year lease.

SECTION SEVEN

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

SECTION EIGHT

The LESSOR shall maintain the Pemises and any and all equipment, fixtures, and appurtenances, whether severable or not, furnished by the LESSOR under this lease in good repair and tenantable condition, except in case of damage arising from the act or negligence of the LESSEE, its officers, agents and employees, to include carpet replacement with commercial quality carpeting or commercial quality carpeting squares, at the LESSEE'S election every five (5) years, on the anniversary date, if the renewal option is exercised. Replacement shall be accomplished after business hours. The LESSOR shall be responsible to move all furniture, fixtures and equipment at its sole expense. The LESSOR'S responsibility for replacement shall not be diminished if the LESSEE does not exercise its renewal option but does renegotiate an additional term of five (5) years. Touch-up painting with commercial quality paint of interior walls every five (5) years, where necessary, as determined by the LESSEE, after business hours. The LESSOR shall be responsible to move all furniture, fixtures and equipment at its sole expense. Completion of repainting and recarpeting of the leased premises, at the LESSOR'S sole cost and expense, within ninety (90) days, subsequent to the exercise of the renewal option. The work shall be scheduled so as not to unreasonably interfere with the LESSEE'S normal use of the Premises. For the purpose of so maintaining 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.

a. Also, if the LESSOR has any other obligations under this lease that 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.

b. Any terms within Section 6 which supplement or explain any of the terms of this Section are hereby incorporated by reference and made a part of this Section.

SECTION NINE

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

a. The acts, omissions, or negligence of the LESSOR and of the LESSOR'S officers, agents, employees, contractors, invitees, licensees, guests, visitors, clients and any and all persons under the control of the LESSOR, in or about the demised premises and in or about the building or buildings in which the demised premises are located and in or about the LESSOR'S adjoining property, buildings, improvements, structures and facilities at One Long Wharf Drive, New Haven, Connecticut;

b. The acts, omissions, or negligence of the LESSOR and of the LESSOR'S officers, agents, employees, contractors, invitees, licensees, guests, visitors, clients and any and all persons under the control of the LESSOR, at any location outside of One Long Wharf Drive, New Haven, Connecticut;

c. The LESSOR'S use or activity or the conduct of its business or from any activity, work, or thing done, permitted, or suffered by the LESSOR, in or about the demised premises and in or about the building or buildings in which the demised premises are located and in or about the LESSOR'S adjoining property, buildings, improvements, structures and facilities at One Long Wharf Drive, New Haven, Connecticut;

d. The LESSOR'S use, activity or conduct of its business or from any activity, work or thing done, permitted, or suffered by the LESSOR, at any location outside of One Long Wharf Drive, New Haven, Connecticut;

e. The use or activity or conduct of the LESSOR'S business by the LESSOR'S officers, agents, and employees or any activity, work, or thing done, permitted, or suffered by the LESSOR'S officers, agents, employees, contractors, invitees, licensees, guests, visitors, clients and any and all persons under the control of the LESSOR, in or about the demised premises and in or about the building or buildings in which the demised premises are located and in or about the LESSOR'S adjoining property, buildings, improvements, structures and facilities at One Long Wharf Drive, New Haven, Connecticut;

f. The use or activity or conduct of LESSOR'S business by the LESSOR'S officers, agents and employees, or any activity, work, or thing done, permitted, or suffered by the LESSOR'S officers, agents, employees, contractors, invitees, licensees, guests, visitors, clients and any and all persons under the control of the LESSOR, at any location outside of One Long Wharf Drive, New Haven, Connecticut; and

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

h. The LESSOR shall provide and maintain public liability insurance, with the LESSEE named as an additional insured in a combined single minimum amount of $1,000,000.00 for bodily injury (including death) and property damage to protect the interest of the LESSEE as it appears herein, at no cost to the LESSEE, and shall annually provide the LESSEE with a certificate of insurance to this effect, at the LESSOR'S expense; and the LESSOR shall additionally provide and maintain standard fire and casualty insurance, including extended coverage, vandalism, malicious mischief, and special extended coverage ("all risks"), with the LESSEE named as an additional insured in an amount equal to not less than 100% of the replacement cost of the structures on the demised premises to protect the LESSEE'S interest in the demised premises and the LESSEE'S property as appears herein, at no cost to the LESSEE, and at no cost to the LESSEE, the LESSOR shall also annually provide the LESSEE with a certificate of such fire and casualty insurance to this effect. Such certificates of insurance

shall also specifically indicate that the policies insuring the LESSEE include, but without limitation, said liability and fire and casualty insurance coverage pertaining to any and all risks described under Section 9 and subsections 9a., 9b.,9c.,9d.,9e.,9f., and 9g. herein.

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

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

SECTION TEN

The LESSEE may sublet all or any part of the Premises or assign this lease to another government or private entity not, however, without the LESSOR'S prior written approval, which approval shall not be unreasonably delayed or 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.

Nothing herein may be construed as a limitation on the LESSEE to move, remove and assign state employees, departments or agencies to the Premises in the LESSEE'S sole digression and without prior notice to the LESSOR.

SECTION ELEVEN

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

SECTION TWELVE

If all or part of the Premises becomes unfit for use for the purposes leased, the LESSOR shall put the same in satisfactory condition as determined by the LESSEE for the purposes leased. If the LESSOR does not do so or fails to do so with reasonable diligence, the LESSEE, in its discretion, may cancel the lease. For any period that the Premises 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. Nothing herein may be construed as a waiver or limitation on the LESSEE'S remedies.

SECTION THIRTEEN

At the expiration or other termination of this lease, the LESSEE will surrender the 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.

SECTION FOURTEEN

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

SECTION FIFTEEN

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.

SECTION SIXTEEN

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.

SECTION SEVENTEEN

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

SECTION EIGHTEEN

This lease, including the exhibits and schedules attached hereto that are made a part of this lease and any plans, drawings, specifications, affidavits, maps, booklets or parts thereof, and statements that are incorporated herein by reference and 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.

SECTION NINETEEN

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.

SECTION TWENTY

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.

SECTION TWENTY-ONE

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.

SECTION TWENTY-TWO

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.

SECTION TWENTY-THREE

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.

SECTION TWENTY-FOUR

After the approval of this lease by the Attorney General of the State of Connecticut, the renovations, improvements and work to the leased premises as called for in Section Three (3) shall be completed by the LESSOR within ninety (90) days of the date of such approval by the Attorney General.

a. 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.

b. The renovations, improvements and work shall be subject to on-site inspection during work progress as well as to a final inspection before any acceptance of such renovations, improvements and work. 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.

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

d. The LESSOR'S failure to complete all said leasehold renovations, improvements and work and any other required improvements set forth in any of the LESSEE'S said plans, drawings and specifications within 90 calendar days commencing from the date this lease is approved by the Attorney General and/or the failure of the LESSOR to cure the LESSEE'S said written objections, if any, within the said thirty (30) day period shall constitute a material breach of the lease if such failure is not attributable to an act of God or force majeure. In the event of any such breach or default, the LESSEE, at its option, may terminate this lease upon written notice in the manner provided under Section Fifteen (15). In the event that the LESSEE exercises its said option to terminate this lease, the LESSOR agrees to the following:

(a) To reimburse the LESSEE for any financial amount that the LESSEE may have expended in commencing and/or completing any of the aforesaid necessary renovations and improvements and in performing any aforesaid necessary work; and

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

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

(a) The Department of Public Works' receipt of the LESSOR'S said notice of the completion of the renovations, improvements and work, accompanied by a copy of the certificate of occupancy;

(b) The written acceptance, by the LESSEE'S Department of Public Works, of the LESSOR'S renovations, improvements and work;

(c) The written acceptance of the demised premises by the LESSEE'S Department of Public Works; and

(d) The LESSEE'S actual physical occupancy of the demised premises or when the LESSEE actually opens for business at the demised premises, whichever occurs first.

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

SECTION TWENTY-FIVE

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

SECTION TWENTY-SIX

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.

SECTION TWENTY-SEVEN

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.

SECTION TWENTY-EIGHT

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.

SECTION TWENTY-NINE

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

SECTION THIRTY

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

SECTION THIRTY-ONE

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

SECTION THIRTY-TWO

As special conditions, the LESSOR further agrees to the following:

a. The LESSOR, at its sole expense and cost, shall cause the entire premises at One Long Wharf Drive, New Haven, CT., to be in compliance with the Americans with Disabilities Act of 1990, as amended.

b. That all of the said renovations, improvements and work mentioned in Sections Three (3) and Twenty-Four (24), shall be accomplished by the LESSOR within sixty (60) calendar days after the Attorney General signs this lease and the City of New Haven issues the necessary building permits.

c. The LESSOR further represents and warrants to the LESSEE that all materials, equipment and work made part of the renovation and improvement project (inclusive of all tenant improvements made on behalf of the LESSEE), will be new, designed and constructed in a workmanlike manner, free of any defects, including without limitation, design, architectural, engineering, structural, electrical, mechanical, heating, ventilating, air conditioning, or plumbing defects, and in accordance with the terms and conditions of this lease.

SECTION THIRTY-THREE

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

SECTION THIRTY-FOUR

In no event shall the LESSEE be obligated or liable for any additional rent not expressly provided for in this lease. The LESSOR'S receipt of the Retroactive Rent Payment shall constitute an automatic and unconditional release of any and all claims, rights or charges of action the LESSOR has or may have against the LESSEE.

SECTION THIRTY-FIVE

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

SECTION THIRTY-SIX

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

SECTION THIRTY-SEVEN

The LESSOR hereby represents that in compliance with Section 7 of Public Act 99-220, the LESSOR has had a security audit conducted in and about the Premises, in and about the building or buildings in which the Premises are located and in or about the LESSOR'S adjoining property, buildings, improvements, structures and facilities at One Long Wharf Drive, New Haven, Connecticut (hereinafter "Total Premises") and that the LESSOR has implemented the recommendations of said security audit and that said implemented recommendations has brought the Total Premises into compliance with the security standards established under Section 7 of said Public Act, at the LESSEE'S cost.

Pursuant to Section 7 of said Public Act, the LESSOR hereby agrees that the LESSOR shall maintain said security standards for the Total Premises throughout the lease term, during any extension or renewal of the lease term and during any hold over period, at the LESSEE'S cost.

SECTION THIRTY-EIGHT

Nothing within this lease may be construed as a waiver or limitation upon the LESSEE'S sovereign immunity. This section shall control over any contrary provisions found within this lease.

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

Signed in the presence of:

WALTER LOHOTSKY

ARCHIE D'AMATO

Matthews Ventures LLC

by _____
Steven A. Fournier
vice president of Long Wharf Management Corp.
its member,
duly authorized

Date signed: 5/18/2001

State of Connecticut

M'Marie Crumbie

Marjorie E. Heap

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

Date signed: 5/23/01

State of Connecticut
ss: New Haven
County of New Haven

The foregoing instrument was acknowledged before me this 18th day of 20 01 by Steven A. Fournier, vice president of Long Wharf Management Corp., the member of Matthews Ventures LLC, on behalf of the company.

In witness whereof I hereunto set my hand.

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

LINDA BOGER
NOTARY PUBLIC
MY COMMISSION EXPIRES:
JANUARY 31, 2003

State of Connecticut
ss: Hartford
County of Hartford

On this the 23rd day of MAY 20 01, before me, M'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.

M'MARIE CRUMBIE
Notary Public
My commission expires 2/28/006

Approved:

Date signed: 5/30/01
Asst. Attorney General

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