DCF 28,172 sq ft,

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This lease is made and entered into by and between Empire Development Group, LLC, owner of the hereinafter-mentioned leased premises and hereafter called the LESSOR, whose address is One Grove Street, New Britain, Connecticut 06050 acting herein by Louis DiCocco, its managing member, 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:

SECTION ONE

The LESSOR hereby leases unto the LESSEE a total of 28,172 net usable square feet comprised of the entire fourth floor (renewal area) consisting of 17,372 net usable square feet and 10,800 net usable square feet of office space on the fifth floor (expansion area) in the building situated at One Grove Street in the Town of New Britain, 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. The LESSOR'S affidavit attesting to the aforesaid 10,800 contiguous net usable square feet of office space on the fifth floor of the said building executed by the LESSOR on July 17, 2001 is incorporated herein by reference and made a part hereof as though fully set forth herein. The LESSOR'S affidavit attesting to the aforesaid 17,372 contiguous net usable square feet of office space on the fourth floor is on file with the State of Connecticut Department of Public Works, and is incorporated by reference herein and made a part hereof.

SECTION TWO

The LESSEE is to have and to hold the said premises with their appurtenances for the term of five (5) years commencing October 25, 2001 as established in Section Twenty-Four (24).

SECTION THREE

The LESSOR, at its sole expense, agrees to renovate and improve the expansion areas on the fifth floor (10,800 net usable square feet) in the demised premises in accordance with the plans entitled "Contract II, Department of Children and Families, Architectural Floor Plan Layout" dated September 20, 2000 and signed by the Department of Children and Families on September 18, 2000 and December 6, 2001 acknowledging approval of the conceptual design and layout of the demised premises is incorporated herein by reference and made a part hereof. In addition, final construction and specification plans titled "Department of Children and Families, fifth floor, Expansion Space, One Grove Street, New Britain, Connecticut" acceptable to the Department of Children and Families will be submitted to the Department of Public Works and the Department of Children and Families for their written approval within thirty (30) days of the final execution of this lease and approval of the Attorney General's office. Failure to comply will be construed as a default of the lease by the LESSOR unless exception is made in writing by the Department of Public Works and the Department of Children and Families. The conceptual plans and the final plans and specifications will incorporate the specifications as detailed in the document titled "STANDARD SPECIFICATIONS, Department of Children and Families, Regional Offices" dated January 2002. All of the aforementioned plans and specifications are made a part hereof as though fully set forth herein unless revised with the written approval of the Department of Children and Families and the Department of Public Works.

The LESSOR, at its sole cost and expense, shall provide and pay for the design/construction of all tenant improvements in accordance with drawings/specifications approved by the Department of Children and Families, in addition to the plans referenced in Section Three (3) above. Tenant improvements shall include, but are not limited to:

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

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a. Carpet replacement in the renewal areas; i.e., the entire fourth floor, as determined by the LESSEE within ninety (90) days of the approval of this lease by the Attorney General and every five (5) years thereafter, on the anniversary date, if the renewal option is exercised. Replacement shall be accomplished after business hours and the LESSOR shall be responsible to move all furniture, fixtures and equipment at its expense.

b. Painting of interior walls in the renewal areas (entire fourth floor) within ninety (90) days of the Attorney General's approval of this lease and every three (3) years as needed and as determined by the LESSEE. Repainting shall be accomplished after business hours and the LESSOR shall be responsible to move all furniture, fixtures and equipment at its expense.

c. Completion of repainting and recarpeting of the demised premises, at the LESSOR'S sole cost and expense, within ninety (90) days subsequent to the exercise of the renewal option. Such work shall be scheduled so as not to unreasonably interfere with the LESSEE'S normal use of the demised premises.
d. AS-BUILTS of all tenant improvements in the expansion space within thirty (30) days of completion.

The LESSOR shall provide, at its sole cost and expense, improvements to the building, the usefulness of which will survive the tenancy of the state and/or are required by municipal, state or federal codes, which serve as general standards for this building. Such standards are included in the following (and other) codes:

a. Such minimum requirements and guidelines for leased space as the state may promulgate from time to time.

b. State of Connecticut energy standards.

c. Americans with Disabilities Act

d. All fire and safety codes.

Building improvements shall include, but are not limited to:

a. Install heating, ventilating and air conditioning 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%.

b. Install and balance air-conditioning of sufficient capacity as required to provide all leased areas with an inside temperature of at least 78 degrees Fahrenheit wet bulb, when outside temperature exceeds 80 degrees Fahrenheit wet bulb.

c. Provide for the leased space to be artificially heated to 68 degrees Fahrenheit when directed by the LESSEE, when outside temperature is below 52 degrees Fahrenheit wet bulb.

d. Provide separate ADA handicapped-accessible toilet facilities for men and women.

SECTION FOUR

The LESSEE shall pay the LESSOR the rental of Three Hundred Seventy-One Thousand Eight Hundred Seventy Dollars and Forty Cents ($371,870.40) per year, payable in equal monthly installments of Thirty Thousand Nine Hundred Eighty-Nine Dollars and Twenty Cents ($30,989.20) 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. Rent: The LESSEE shall pay the LESSOR the rental of $13.20 per square foot on the renewal area of 17,372 net usable square feet retroactive to October 25, 2001.

b. The commencement of rental payments of $13.20 per square foot for the expansion space (10,800 net usable square feet) shall commence upon completion of all renovations, acceptance by the Department of Public Works and the Department of Children and Families and issuance of a certificate of occupancy by the applicable municipal authority. The term shall run coterminous thereafter from October 25, 2001 for the five (5) year term.

SECTION FIVE

The term of this lease may be renewed at the option of the LESSEE for five (5) years at $427,650.96 per year ($35,637.58 per month) for the total space of 28,172 net usable square feet of office space, 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.

a. The LESSEE shall have the option to lease additional vacant space with thirty (30) days' advance written notice at One Grove Street, New Britain, Connecticut at a rental rate of $13.20 per square foot per year during the original lease term and $15.18 per square foot per year during any renewal term, under the same terms and conditions as this original lease. The LESSOR shall provide three (3) additional on-site parking spaces for every additional 1,000 square feet, or portion thereof, of expansion space.

SECTION SIX

The LESSOR, as part of the rental consideration, shall pay for and furnish the following to the LESSEE: heat; fire extinguishers per code; air-conditioning system; hot and cold running water; separate Americans with Disabilities compliant 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 and striped parking spaces for one hundred thirty-eight (138) vehicles subject to Section Five (a) above; snow and ice removal and sanding; rubbish removal; elevator service; groundskeeping; replacement of burnt-out bulbs, tubes and ballasts; and pest control; security system and/or service; all interior and exterior maintenance and repairs as may be required during the term of occupancy; health and safety or emergency repairs shall be reviewed and cured within twenty-four (24) hours of notification by a designated staff member of the LESSEE; and renovation and improvement work pursuant to the above-mentioned plans and specifications.

THE LESSEE shall provide and pay for: separately-metered electricity within the demised premises, including consumption for the air conditioning system; and janitorial services within the demised premises.

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 given to the Commissioner of the Department of Public Works of such nonpayment.

SECTION EIGHT

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

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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.

SECTION NINE

At all times during this lease and during any 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 Grove Street, New Britain, 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 Grove Street, New Britain, 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 Grove Street, New Britain, 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 Grove Street, New Britain, 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 Grove Street, New Britain, 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 Grove Street, New Britain, 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

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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 Nine (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 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.

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

SECTION TWELVE

If all or part of the demised premises becomes unfit for use for the purposes leased, the LESSOR shall put the same in satisfactory condition as determined by the LESSEE for the purposes leased. If the LESSOR does not do so or fails to do so with reasonable diligence, the LESSEE, in its discretion, may cancel the lease. For any period that the said demised 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.

SECTION THIRTEEN

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

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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.

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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.

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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 construction work to the expansion space leased premises as called for in Section Three (3) shall be completed by the LESSOR within one hundred twenty (120) 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, to the extent that they are 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 submit any plans and specifications in form and substance acceptable to the LESSEE within the time provided for such submissions within this lease, or 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, or where an earlier time period is provided for by the terms of this lease, within such earlier time period, 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.

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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.

GB

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 Grove Street, New Britain, 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 Section Three (3) shall be accomplished by the LESSOR within ninety (90) calendar days after the Attorney General approves of this lease and the Town of New Britain 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.

d. The LESSOR shall provide the LESSEE with authorization to contact contractor(s) to repair and maintain mechanical systems, in the LESSOR'S absence, and deduct such repair form the rent, if necessary.

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.

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.

RB

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

Signed in the presence of:

Francis M. Donnarumma)
Denise Landry)

Empire Development Group LLC

by _____
Louis DiCocco
its managing member
duly authorized

Date signed: 3/12/2002

John J. Farrell)
M'Marie Crumbie)

State of Connecticut

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

Date signed: 3-14-02

State of Connecticut

County of Hartford ss: New Britain

The foregoing instrument was acknowledged before me this 12th day of March 2002 by Louis DiCocco, the managing member of Empire Development Group LLC, a Connecticut limited liability company, on behalf of the company.

In witness whereof I hereunto set my hand.

Francis M. Donnarumma
Commissioner of the Superior Court
Notary Public Juris No. 100168
My commission expires

State of Connecticut

ss: Hartford

County of Hartford

On this the 14th day of MARCH 2002, 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 2/28/06

Approved:

Rowland Ballek, Chairman
State Properties Review Board

Date signed: 3/18/02

Approved:

Asst. Attorney General

Date signed: 4/1/02

LIMITED LIABILITY CORPORATION
(L.L.C.) CERTIFICATION

We, Francis M. Donnarumma Trustee for Nicole Rose DiCocco, Francis M. Donnarumma Trustee for Frank Dominic DiCocco,
Name of member of L. L. C. Name of member of L. L.C.

_____, _____, _____,
Name of member of L.L.C. Name of member of L.L.C. Name of member of L.L.C.

hereby certify that we are all of the members of Empire Development Group LLC,
Name of L.L.C.

a limited liability corporation; that Lou DiCocco,
Name of Managing Member of L. L. C.

is the Managing Member of Empire Development Group LLC,

that at a meeting of the members held on 3-12-02 the members of
Date

Empire Development Group LLC adopted the following resolution:
Name of L. L. C.

Resolved that Lou DiCocco is hereby authorized to make, consent and
Name of Managing Member

approve, on behalf of the company and all contracts, leases and amendments thereto.

WE DO FURTHER CERTIFY that the above resolution has not been in any way altered, amended, repealed or revoked and is in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands this 12th day of March,

20 02

Member [signature], Trustee for Nicole Rose DiCocco

Member [signature], Trustee for Frank Dominic DiCocco

Member _____

Member _____

Member _____

RECEIVED
TOWN CLERKS OFFICE
NEW BRITAIN CT

2002 APR -4 P 12:48

[signature]
TOWN CLERK

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to the hereinafter-mentioned lease agreement is made and entered into by and between Empire Development Group LLC., hereinafter called the LESSOR, whose address is One Grove Street, New Britain, Connecticut 06050 acting herein by Louis DiCocco, its Managing Member, duly authorized, and the State of Connecticut, hereafter called the LESSEE, acting herein by James T. Fleming 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.

W I T N E S S E T H

WHEREAS the LESSOR and the LESSEE entered into a lease (Lease) on April 1, 2002 with respect to leasing a total of 28,172 net usable square feet comprised of the entire fourth floor consisting of 17,372 net usable square feet and 10,800 net usable square feet of office space on the fifth floor in the building situated at One Grove Street in the Town of New Britain, County of Hartford and State of Connecticut which said lease includes the lease of one hundred and thirty-eight (138) surface, unassigned, paved, striped parking spaces, (the "Lease"), which lease is recorded on the land records in the Town Clerk's Office for the Town of New Britain, in Volume 1405, pages 0404; and

WHEREAS the parties hereto desire to modify the Lease;

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

1. Section Four (4) of the lease is hereby modified by deleting the first sentence of the first paragraph and in lieu thereof substituting the following sentence:

The LESSEE shall pay the LESSOR Three Hundred Ninety-Eight Thousand Three Hundred and Thirty Dollars and Forty Cents ($398,330.40) per year, payable in equal monthly payments of Thirty Three Thousand One Hundred Ninety Four Dollars and Twenty Cents ($33,194.20) by the end of each calendar month.

2. Section Four (4) of the Lease is further modified by adding an additional paragraph:

c. The LESSEE shall pay the LESSOR for a total of forty-nine additional garage parking spaces at the rate of forty-five dollars ($45.00) per space per month as follows: For forty-five (45) of the additional forty-nine (49) parking spaces, the commencement date shall be retroactive to June 1, 2001. For four (4) of the additional forty-nine (49)-parking spaces the commencement date shall be October 1, 2003. This First Amendment will become effective upon the date of the Attorney General's approval of this First Amendment to Lease Agreement.

3. Section Five of the Lease is modified by deleting the first paragraph and in lieu thereof substituting the following as the first paragraph:

The term of this lease may be renewed at the option of the LESSEE for five (5) years at Four Hundred Fifty Eight Thousand Seventy Nine Dollars and Ninety Six Cents ($458,079.96) per year in equal monthly installments of Thirty Eight Thousand One Hundred Seventy Three Dollars and Thirty Three Cents ($38,173.33) per month for the total space of 28,172 net usable square feet of office space, 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.

Section Five of the Lease is further modified by deleting paragraph a. and In lieu thereof substituting the following as paragraph a.:

a. The LESSEE shall have the option to lease additional vacant space with thirty (30) days advance written notice at One Grove Street, New Britain, Connecticut at a rental rate of Fourteen Dollars and Fourteen Cents ($14.14) per square foot per year during the original lease term and Sixteen Dollars and Twenty Six Cents ($16.26) per square foot per year during any renewal term, under the same terms and conditions as this original lease. The Lessor shall provide three (3) additional on-site parking spaces for every 1,000 square feet, or portion thereof, of expansion space

4. Section Six (6) of the Lease is hereby modified by adding a new second paragraph as follows:

The LESSOR further agrees, as part of the rental consideration as stated in Section Four of this Lease, to furnish an additional forty nine (49) unassigned, paved, striped and enclosed parking spaces in the garage situated at 60 High Street in the Town of New Britain, County of Hartford and State of Connecticut for the term of the lease.

5. All of the terms and conditions of the Lease not hereby amended, shall remain in full force and effect.

6. This First Amendment, whatever the circumstances, shall not be binding on the LESSEE unless and until approved by the State Properties Review Board and by the Attorney General of the State of Connecticut, as evidenced by their signatures hereon, and delivered to the LESSOR.

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

Signed in the presence of:

Kyle M. Meccariello)
)
)
Kathleen M. DiCocco)
Kathleen M. DiCocco

Holly J. Hart)
Holly J. Hart)
)
Sylvia J. Bugbee)
Sylvia J. Bugbee

Empire Development Group LLC

by _____
Louis DiCocco
its Managing Member
duly authorized

Date signed: March 10, 2004

State of Connecticut

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

Date signed: 4/28/04

State of Connecticut
ss:
County of Hartford

The foregoing instrument was acknowledged before me this 10th day of March 2004, by Louis DiCocco, Managing Member of Empire Development Group LLC

In witness whereof I hereunto set my hand.

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

State of Connecticut
ss: Hartford
County of Hartford

On this the 28th day of April 2004, before me, the undersigned officer, personally appeared James T. Fleming, of the State of Connecticut, known to me to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand.

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

Approved:

by:_____ Date signed: _____
State Properties Review Board
Pasquale A. Pepe, its Chairman

Accepted:

Department of Children and Families
Darlene Dunbar by James Carr Deputy Commissioner
Darlene Dunbar, Commissioner Date signed: 3/18/04

Approved in Conformance with Conn. Gen. Stat. Sections 4b-23(o)(2), as Revised, Office of Policy and Management

MARC S. RYAN, SECRETARY Date signed: 8-12-04

Approved:

_____ Date signed: _____
Attorney General