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LEASE

This Lease is made and entered into as of November 5, 2012 by and between **FGA 280 TRUMBULL, LLC**, a Delaware limited liability company, and **GRUNBERG 280 TRUMBULL, LLC**, a Delaware limited liability company, both having its principal place of business at Grunberg Realty, 928 Broadway, Suite 200, New York, New York 10010 (together, the "**Landlord**") and the **CONNECTICUT HEALTH INSURANCE EXCHANGE**, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut with its principal place of business at 450 Capital Avenue MS#52HIE, Hartford, CT 06106-1379 (the "**Tenant**").

ARTICLE 1. GRANT

1.1 **Premises.** Landlord, for and in consideration of the rents herein reserved and of the covenants and agreements herein contained on the part of Tenant to be performed, hereby leases to Tenant and Tenant accepts from Landlord, certain space shown on Exhibit A attached hereto and made a part hereof, containing **14,300** rentable square feet in area (the "**Premises**"), situated on the fifteenth (15th) floor in the office building located at 280 Trumbull Street, Hartford, Connecticut (the "**Building**"). The Premises, Building, the "**Common Areas**" (defined below) and the land upon which the same are located, which is legally described in Exhibit B (the "**Land**"), together with all other improvements thereon and thereunder are collectively referred to as the "**Property**".

1.2 **Common Areas.** Landlord hereby grants to Tenant during the term of this Lease, the right to use, in common with the others entitled to such use, the Common Areas as they from time to time exist, subject to compliance with Landlord's "**Rules and Regulations**" (as defined in Section 7.4 below) and the rights, powers and privileges herein reserved to Landlord. The term "**Common Areas**" as used herein will include all areas and facilities outside the Premises that are provided and designated by Landlord for general non-exclusive use and convenience of Tenant and other tenants. Common Areas include but are not limited to the hallways, lobbies, restrooms, common seating areas, stairways, elevators, pedestrian sidewalks, loading areas, and rights of way.

1.3 **Parking.** Landlord is the licensee under that certain License Agreement dated December 30, 1981 between the City of Hartford as licensor and Landlord's predecessor in interest as Tenant pursuant to which Landlord has access to 600 parking spaces for automobiles in the building known as "**M.A.T. Garage**" located at 55 South Chapel Street, Hartford. Landlord shall make available to Tenant in the M.A.T. Garage, from the 600 parking spaces, one (1) parking space per 1,000 square feet of net rentable area leased by Tenant. The parking spaces in the M.A.T. Garage shall be available to Tenant as a sublicensee of Landlord at the then prevailing rate for monthly parking as such rate is set from time to time by the Hartford Parking Authority (and which rate is currently One Hundred Fifty Dollars and 00/100 (\$150.00) per month, per space, including Connecticut sales tax). Use of the parking spaces shall be subject to all rules and regulations, including, but not limited to, entry and identification systems, promulgated from time to time for the M.A.T. Garage by the Landlord and/or by the operator of the M.A.T. Garage. Tenant expressly understands and agrees that in accordance with this Section 1.3, and with regard to Tenant's rights as sublicensee of parking spaces in the M.A.T. Garage, Landlord has no responsibility for the condition or operation of the M.A.T. Garage or the risk of loss with respect to the use of the M.A.T. Garage by Tenant or anyone claiming by, through or under Tenant. Tenant shall and does hereby agree to indemnify and hold harmless Landlord from and on account of any claim, demand, loss or damage including attorney's fees and court costs arising from the use of the M.A.T. Garage by Tenant and anyone claiming by, through or under Tenant except to the extent same are caused by the negligence, misconduct or other fault of Landlord, its agents or employees. In no event shall Landlord have any liability to Tenant or anyone claiming by, through or under Tenant as the result of any damage to or limitation in the use of M.A.T. Garage, and in no event shall Tenant's obligations under this

Agreement be affected thereby. In the event that Tenant shall increase or decrease its net rentable area in accordance with the provisions of this Agreement, the number of parking spaces allocated to Tenant in the M.A.T. Garage shall be increased in accordance with the foregoing formula within not more than thirty (30) days request from Tenant (such request must be given on the first day of the calendar month, however, notwithstanding the date given, such increase shall not be effective until the first day of the calendar month that is at least thirty (30) days beyond the request); or decreased in accordance with the foregoing formula on not less than thirty (30) days notice from Landlord (such notice must be given on the first day of the calendar month, however, notwithstanding the date given, such decrease shall not be effective until the first day of the calendar month that is at least thirty (30) days after the request)

1.4 **Fitness Facility and Conference Center.** The Building contains a fitness facility (the "Fitness Facility") and a conference center (the "Conference Center") which will be operated and maintained by the Landlord (or an operator selected by the Landlord) for use by Building tenants. The Fitness Facility and Conference Center may not be available from time to time due to construction activities, repairs, maintenance or alterations, or a change in the managing or operating company hired by Landlord, and Landlord reserves the right to change the use of such facilities if the same is uneconomic or insufficiently used by Building tenants in which case such facilities shall be subject to discontinuance and removal by Landlord, as determined by Landlord in its sole discretion. Landlord agrees to make the Fitness Facility and Conference Center (and their respective facilities and equipment) available to Tenant's employees on a direct, non-exclusive basis subject to (a) Landlord's Rules and Regulations regarding the use thereof; (b) execution by each of Tenant's employees of a waiver of liability and indemnity agreement for Landlord's benefit in form and substance satisfactory to Landlord prior to such person's use of the Fitness Facility (but without any user charge or user fee); and (c) execution by the parties of a Conference Center Reservation and License Agreement in the form attached hereto as Exhibit G, which agreement shall be subject to Section 20.2 herein and shall be considered a "Contract" in accordance with Exhibit F to this Lease. Subject to reasonable closures for the reasons stated above, the Conference Center provided by Landlord in the Building shall be available for non-exclusive use by Tenant without charge (except reimbursement of actual costs such as cleaning, repairs, security and "after-hours" HVAC service) and subject to reasonable rules established by Landlord from time to time on a "first-come, first-served" reservation basis.

ARTICLE 2. TERM

2.1 **Lease Term.** The Premises are leased for a term (the "Initial Term") to commence on the "Commencement Date" (as defined in Subsection 3.1.2) and shall end at midnight on the date (the "Expiration Date") that is the last day of the sixty-fifth (65th) full calendar month following the Commencement Date unless sooner terminated as herein provided. If Tenant exercises its option to extend the term pursuant to Section 17.1, the Expiration Date shall be extended in accordance with Article 17 hereof (together, the "Initial Term", and, if Tenant so exercises its option, such extension term, the "Term"). The first "Lease Year" shall begin on the Commencement Date and shall end on the last day of the twelfth (12th) full calendar month following the Commencement Date. Each Lease Year thereafter shall consist of twelve (12) consecutive calendar months following the end of the immediately preceding Lease Year.

2.2 **Holding Over.** In the event that Tenant retains occupancy of the Premises, or any part thereof, after the end of the Term, Tenant's occupancy of the Premises shall be as a tenant at will terminable at any time by Landlord. Tenant shall pay Landlord rent for such time as Tenant remains in possession of the Premises at the rate equal to: (a) for the first thirty (30) days (or any portion thereof) after the expiration or sooner termination of this Lease, one hundred percent (100%) of the monthly Annual Base Rent (as defined herein) payable during the last month of the Term; (b) for the succeeding one hundred eighty (180) days (or any portion thereof) after the expiration or sooner termination of this Lease, one hundred fifty percent (150%) of the monthly Annual Base Rent payable during the last month of the Term; and (c) thereafter two hundred percent (200%) of such monthly Annual Base Rent payable

during the last month of the Term, plus, in each case, one hundred percent (100%) of the daily rate of all Additional Rent and other sums due under this Lease during the last month of the Term. In addition, Tenant shall pay Landlord for all damages sustained by reason of Tenant's retention of possession of the Premises after the end of the Term and Landlord's inability to deliver timely possession of the Premises to any prospective tenant of the Premises if Tenant fails to surrender possession of the Premises to Landlord within thirty (30) days after Landlord notifies Tenant that Landlord requires possession of the Premises for a prospective tenant. The provisions hereof do not limit or restrict Landlord's rights or remedies under this Lease in the event of any holding over by Tenant. Nothing contained herein shall be construed as Landlord's consent for Tenant's holdover.

ARTICLE 3. COMPLETION AND OCCUPANCY OF THE PREMISES

3.1 Delivery of the Premises.

3.1.1 Plans for Tenant Improvements. Tenant and Landlord have approved the drawing for the Premises labeled Proposed Plan dated October 25, 2012, which is attached hereto as Exhibit C-1 (the "Concept Plan") and which shows Tenant's leasehold improvements and installations (the "Leasehold Improvements"). Landlord agrees to construct the Leasehold Improvements in accordance with the Concept Plan and the "Tenant Standards" attached hereto as Exhibit C-2. Tenant agrees to make its selections of tenant finishes and materials for the Leasehold Improvements from readily available "building standard" finishes and materials within three (3) Business Days (as herein defined) following the execution of this Lease. All test fits, space planning, design drawings and specifications will be provided by Landlord's architect, at Landlord's sole cost and expense. Landlord will permit Tenant to make one (1) modification to the Concept Plan, if necessary, but not later than five (5) Business Days following the execution of this Lease. In the event Tenant requires any changes to the Concept Plan that are above "building standard" finishes and materials, the cost difference between the "building standard" finishes and materials and such Tenant changes shall be at Tenant's sole expense, and Tenant shall pay Landlord the incremental cost thereof within ten (10) Business Days following Landlord's delivery of its invoice therefor. Any such changes must be specifically identified and requested by Tenant within such five (5) Business Day period and shall be subject to operation of Section 3.2 if such changes cause a delay. "Business Days" shall mean days on which state offices in the State of Connecticut are open for business.

Landlord shall have architectural and construction plans and drawings, inclusive of mechanical, electrical and plumbing drawings, prepared for the Leasehold Improvements (the "Construction Plans") consistent with the Concept Plan and the Tenant Standards. The Construction Plans shall be sufficient for the municipal permitting purposes. Tenant agrees that it will take all actions as may be necessary to enable Landlord to prepare such Construction Plans within five (5) Business Days following execution of this Lease. Tenant agrees to approve such Construction Plans within three (3) Business Days following Landlord's delivery of such Construction Plans. Such approved Construction Plans are referred to herein as the "Approved Plans" and the approval date as the "Construction Plan Approval Date". Landlord shall "Substantially Complete" (as defined in Section 3.1.3 below) the Leasehold Improvements in accordance with the Approved Plans and deliver possession of the Premises to Tenant subject to the terms and conditions of this Article 3.

3.1.2 Delivery Date. Subject to Tenant's performance of its obligations hereunder, including, without limitation, its payment of the sums payable to Landlord under this Article 3, Landlord, on behalf of Tenant, shall use commercially reasonable efforts to Substantially Complete the Leasehold Improvements in accordance with the Approved Plans and deliver possession of the Premises to Tenant within ninety (90) days following the Construction Plan Approval Date and issuance of a building permit for such work (such date, the "Target Delivery Date"). Landlord's obligation to construct the Leasehold Improvements shall not require Landlord to incur overtime costs or expenses nor the construction of any "Specialty Work" (defined in Subsection 3.2.1). The Initial Term of this Lease and the obligations of the parties hereto shall commence on the date (hereinafter referred to as the "Commencement Date") which

shall be the sooner of (a) the date Tenant commences operation of its business in all or any portion of the Premises; or (b) the date that the Leasehold Improvements have been Substantially Completed and possession thereof is delivered by Landlord to Tenant (the "Delivery Date").

3.1.3 Substantial Completion. For purposes of this Article 3, the terms "**Substantially Completed**", "**Substantially Complete**" and "**Substantial Completion**" shall mean that: (a) Landlord has delivered possession of the Premises to Tenant with the Leasehold Improvements completed in accordance with the Approved Plans except for minor details of mechanical adjustment, decoration and finish which do not materially interfere with Tenant's ability to occupy and use the Premises for the purposes permitted hereunder as confirmed by a certificate from Landlord's contractor or architect; (b) Landlord, on behalf of Tenant, has obtained a certificate of occupancy from the City of Hartford permitting the lawful use and occupancy of the Premises for the purposes specified in this Lease; (c) the Building's utility and life safety systems serving the Premises are fully operational as confirmed by a certificate from Landlord or Landlord's contractor; and (d) Tenant has access to its allotment of parking spaces in the M.A.T. Garage (subject to Tenant paying the requisite parking fees and charges as provided in Section 1.3 above). The taking of possession of the Premises by Tenant shall be conclusive evidence of its acceptance of the Premises by Tenant and that the Premises are in good and satisfactory condition consistent with Landlord's obligations hereunder.

3.1.4 Extension of Target Delivery Date. If the Delivery Date does not occur on or before the Target Delivery Date on account of a Tenant Delay, Force Majeure Delay or Landlord Delay (as such terms are defined in Section 3.2 below), then the Target Delivery Date shall be extended by the number of days of construction delay in achieving Substantial Completion, subject to the operation of Section 3.2.

3.2 Delayed Delivery.

3.2.1 Delay in Substantial Completion. Landlord's inability to Substantially Complete the Leasehold Improvements and deliver possession of the Premises to Tenant on or before the Target Delivery Date for any reason, shall not affect the validity of this Lease or the obligations of Tenant hereunder (or the beginning or end of the Initial Term) and not cause Landlord to become subject to any penalty, claim or liability, except as stated by the terms and conditions of this Section 3.2, including any delay in Substantial Completion resulting from any of the following reasons:

(a) "Force Majeure" (as herein defined) (a "**Force Majeure Delay**"), or

(b) delay (a "**Tenant Delay**") resulting from: (i) Tenant's failure to comply with any of the delivery dates or approval dates contained in this Article 3 relative to the design, planning, selection of finishes and pricing for the Leasehold Improvements, (ii) Tenant's failure to approve the Construction Plans on or before the Construction Plan Approval Date, (iii) Tenant's failure to provide response to requests for information, approvals or disapprovals regarding Leasehold Improvements within the time periods established in this Article 3 (or if not so stated, then within three (3) Business Days after request by Landlord or its contractors), (iv) Tenant's requests for changes in the Concept Plan or the Approved Plans, or for the inclusion of materials or installations in the construction of the Leasehold Improvements other than building standard items or items with delivery requirements that may have the effect of delaying the Substantial Completion of the Leasehold Improvements beyond the Target Delivery Date ("**Specialty Work**"), or (v) any acts, omissions, non-payment, defaults or misconduct of Tenant (or its agents, employees, design professionals, contractors, licensees or invitees) with respect to the construction of the Leasehold Improvements.

As used in this Lease, the term "**Force Majeure**" shall mean any event that renders impossible, prevents, interrupts or delays the performance of an obligation of a party to this Lease, if such event is beyond the reasonable control of such party and which, by the exercise of due diligence, such party would be unable to overcome, including casualty, acts of God or the elements, inability to obtain materials or services, labor disputes or strikes, delays by governmental departments in scheduling inspections,

delays by governmental departments in issuing permits, governmental regulations or controls, civil commotion, war or similar events.

3.2.2 Effect of Tenant Delay. If Landlord is unable to Substantially Complete the Leasehold Improvements and deliver possession of the Premises to Tenant on or before the Target Delivery Date as a result of any Tenant Delay (or any act or omission by Tenant or any Tenant Parties), including, without limitation, any delay in the submission of Tenant's drawings, specifications or information, or in approving the Construction Plans or estimates or in giving any authorization or approval requested by Landlord, the Leasehold Improvements shall be deemed to be Substantially Completed on the date that the same would have been Substantially Completed in the absence of such Tenant Delay and Tenant shall be financially responsible for "Rent," as defined in Section 4.2, (pro-rated on a per diem basis) for the number of days of Tenant Delay experienced by Landlord in order to Substantially Complete the Leasehold Improvements and deliver the Premises to Tenant, and such sum shall be due and payable ten (10) Business Days following written demand by Landlord. In no event shall any Tenant Delay be deemed to relieve or excuse Landlord from exercising commercially reasonable efforts to construct the Leasehold Improvements to the extent feasible, subject to the effect of such Tenant Delay.

3.2.3 Effect of Landlord Delay. If Landlord is unable to Substantially Complete the Leasehold Improvements and deliver possession of the Premises to Tenant within thirty (30) days following the Target Delivery Date, as the same may be extended by Tenant Delay or Force Majeure Delay, due to causes within Landlord's control (a "Landlord Delay"), then, as liquidated damages and as Tenant's sole remedy at law and in equity for such Landlord delay, Tenant shall receive a per diem credit of Annual Base Rent for each day that the Commencement Date is delayed beyond the such thirty (30) day period (and the Term shall be extended an equal number of days).

3.3 Tenant's Systems.

3.3.1 Tenant Responsible for Installations. Tenant, at its sole expense, shall design, install, construct and maintain Tenant's data, telephone, audio-visual, internet and video systems ("**Tenant's Communications Systems**") and Tenant's furniture, equipment and security systems (collectively, the "**Tenant's Systems**") within the Premises and the related wiring within the Building necessary for the operation thereof. Tenant's Systems shall not be included in the Leasehold Improvements. Landlord will permit Tenant and its agents, architects, engineers, space planners, contractors, subcontractors, suppliers and materialmen ("**Tenant's Agents and Consultants**") to have access to the Premises and the Building (at the sole risk of such parties and without liability to Landlord) for such purposes subject to the terms and conditions of this Lease. The design, plans and specifications for the wiring, cabling and equipment for Tenant's Communication System, and its locations and connections from within the Premises to the Building risers, conduits and systems shall be subject to Landlord's prior review and approval. Tenant shall provide Landlord with reasonable prior written notice of any construction work relating to Tenant's Systems that involves or affects any Building systems, and all such work shall be coordinated with Landlord and subject to Landlord supervision.

3.3.2 Entry by Tenant. Tenant and any contractor, subcontractor or material supplier may, after notice to Landlord (and delivery of evidence of insurance by Tenant and Tenant's Agents and Consultants in accordance with the terms of this Lease), enter the Premises after the execution hereof but before the Commencement Date for the limited purpose of installing telecommunications cabling and equipment and for the purpose of inspecting and measuring the Premises, provided that such entry and/or work does not, in Landlord's reasonable judgment, interfere with the operations of the Building or with Landlord's construction of the Leasehold Improvements therein, or that of any other tenants in the Building. Tenant shall be responsible for any and all damage or injury caused by Tenant and Tenant's Agents and Consultants (but not any such damage or injury which may have occurred as a result of the negligence or wrongdoing of Landlord or its contractors, subcontractors, or material suppliers) in connection with Tenant's early access, and Tenant shall indemnify, defend and hold Landlord harmless against all such

damage and injury resulting therefrom, including, without limitation, all work done by Tenant pursuant to this Section. It is expressly understood and agreed that the limited license granted by Landlord to Tenant hereunder shall not be deemed to be a grant of possession of the Premises and Tenant's obligation to pay Rent shall not commence until the Commencement Date of the Lease.

3.3.3 Regulation of Tenant's Construction Activity. Tenant acknowledges that the Building is presently occupied by other tenants. Tenant agrees to keep the Common Areas clean and free at all times of any obstructions, supplies, equipment and materials brought into the building by Tenant or Tenant's Agents or Consultants; and to comply with Landlord's directions and requirements concerning the use and the time of use of the means of ingress to, and egress from, the Building (and the Building elevators) with respect to Tenant's construction activities at the Building. All work and construction activities by Tenant and its Agents and Consultants before and during the Term shall be done in accordance with Landlord's Rules and Regulations and the applicable terms of this Lease and in harmony with the general contractor and the subcontractors constructing the Leasehold Improvements in connection with any such work and will not interfere with the operation of any Building systems.

3.4 Confirmatory Amendments. When the Commencement Date and Expiration Date hereof have been determined in accordance with the provisions set forth in this Lease, the parties hereto shall execute a document in recordable form, setting forth said dates and said document shall be deemed a supplement to and part of this Lease. The parties hereto agree to execute such confirmatory document not later than fifteen (15) days following the Commencement Date.

ARTICLE 4. RENT AND SECURITY

4.1 Annual Base Rent.

4.1.1 Schedule Monthly Rent Payments. Beginning with the Commencement Date and continuing throughout the Term, Tenant shall pay to or upon the order of Landlord an annual rental (the "Annual Base Rent") as set forth below which shall be payable in consecutive monthly installments on or before the first day of each calendar month in advance in the monthly amount set forth below:

<u>Period</u>	<u>Annual Base Rent</u>	<u>Annual Base Rent per Rentable Square Foot</u>	<u>Monthly Base Rent</u>
Lease Year 1	\$282,425.00	\$19.75	\$23,535.42
Lease Year 2	\$289,575.00	\$20.25	\$24,131.25
Lease Year 3	\$296,725.00	\$20.75	\$24,727.08
Lease Year 4	\$303,875.00	\$21.25	\$25,322.92
Lease Year 5	\$311,025.00	\$21.75	\$25,918.75
Lease Year 6 (Months 1-5)	\$311,025.00	\$21.75	\$25,918.75

4.1.2 Manner of Payment. All payments of rent shall be made without demand, deduction, counterclaim, set-off, discount or abatement in lawful money of the United States of America. If the Commencement Date should occur on a day other than the first day of a calendar month, or the Expiration Date should occur on a day other than the last day of a calendar month, then the monthly installment of Annual Base Rent for such fractional month shall be prorated upon a daily basis based upon a thirty (30)-day month. Tenant shall also pay all sales tax and all other governmental fees, changes and taxes on the Annual Base Rent.

4.1.3 **Rent Abatement.** The scheduled monthly installment of Annual Base Rent for the following five (5) months (the "**Abatement Months**"): January 2015, February 2015, January 2016, February 2016 and January 2017 (the "**Abatement Amounts**") shall not be due by Tenant so long as, on the first day of the applicable Abatement Month, no Event of Default has occurred and is continuing. Tenant shall pay all Additional Rent payable for the Abatement Months pursuant to the terms of this Lease.

4.2 **Additional Rent.** Tenant shall pay to Landlord all charges and other amounts required under this Lease and the same shall constitute additional rent hereunder (herein called "**Additional Rent**"), including, without limitation, any sums due resulting from the provisions of Article 5 hereof. All such amounts and charges shall be payable to Landlord at the place where the Annual Base Rent is payable. Landlord shall have the same remedies for a default in the payment of Additional Rent as for a default in the payment of Annual Base Rent. The term "**Rent**" as used in this Lease shall mean the Annual Base Rent and the Additional Rent.

4.3 **Place of Payment.** The Annual Base Rent and all other sums payable to Landlord under this Lease shall be paid to Landlord at c/o Grunberg 280 Trumbull, LLC, c/o Grunberg Management, LLC, 928 Broadway, Suite 200, New York, New York 10010, or at such other place as Landlord shall designate in writing to Tenant from time to time, in the manner provided in Article 15 for notices.

4.4 **Terms of Payment.** Tenant shall pay to Landlord all Annual Base Rent as provided in Section 4.1 above and Tenant shall pay all Additional Rent payable under Articles 5 and 6 on the terms provided therein. Except as provided in the immediately preceding sentence and as may otherwise be expressly provided by the terms of this Lease, Tenant shall pay to Landlord, within fifteen (15) days after delivery by Landlord to Tenant of reasonably detailed bills or statements, (with supporting documentation upon prior written request) for all expenditures made and monetary obligations incurred by Landlord in accordance with the terms of this Lease for Tenant's account including, without limitation, expenditures made and obligations incurred in connection with the remedying by Landlord of any of Tenant's defaults pursuant to the provisions of this Lease and all other sums of money accruing from Tenant to Landlord in accordance with the terms of this Lease.

4.5 **Late Charges.** If Tenant shall fail to pay any Rent within five (5) days after the date same is due and payable or if any check received by Landlord from Tenant shall be dishonored, Tenant agrees that Landlord's actual damages resulting therefrom are difficult to fix or ascertain. As a result, Tenant shall pay to Landlord an administrative fee equal to five percent (5%) on the amount due. In addition, any such Rent that is not paid within ten (10) days after the due date thereof shall bear interest on the amount due from its due date until paid at the lesser of fifteen percent (15%) per annum or the maximum legal rate that Landlord may charge Tenant. Notwithstanding the foregoing, on the first (1st) occasion only during each Lease Year, no such charges or interest shall be payable with respect to any delinquent payment if such payment is received by Landlord within five (5) Business Days following written notice of such failure. Such charges shall be paid to Landlord together with such unpaid amounts as an administrative fee to compensate Landlord for administrative expenses and its cost of funds.

ARTICLE 5. ADDITIONAL RENT FOR ESCALATIONS IN REAL ESTATE TAXES AND OPERATING EXPENSES

5.1 **Definitions.** Annual Base Rent does not anticipate any increase in the amount of taxes on the Property, or in the cost of the operation and maintenance thereof. In order that the rent payable hereunder shall reflect any such increases, Tenant agrees to pay as Additional Rent, an amount calculated as hereinafter set forth. For purposes of this Article 5, the following definitions shall apply:

"Tax Year": The first calendar year following the Base Tax Year and each succeeding calendar year thereafter.

"Base Tax Year": The calendar year 2013.

"Base Taxes": The amount of Taxes payable with respect to the Property during the Base Tax Year.

"Tax Increases": Attributable to a Tax Year, shall mean the excess, if any, of the Taxes paid or incurred during such Tax Year over the Base Taxes.

"Taxes": All taxes, assessments and charges of every kind and nature levied, assessed or imposed at any time by any governmental authority upon or against the Property or any improvements, fixtures and equipment of Landlord used in the operation thereof whether such taxes and assessments are general or special, ordinary or extraordinary, foreseen or unforeseen in respect of each Tax Year falling wholly or partially within the Term. Taxes shall include, without limitation, all general real property taxes and general and special assessments, charges, fees or assessments for all governmental services or purported benefits to the Property, service payments in lieu of taxes, all business privilege taxes, and any tax, fee or excise on the act of entering into this Lease or any other lease of space in the Building, or on the use or occupancy of the Building or any part thereof, or on the rent payable under any lease or in connection with the business of renting space under any lease or in connection with the business of renting space in the Building, that are now or hereafter levied or assessed against Landlord by the United States of America, the State of Connecticut, or any political subdivision, public corporation, district or other political or public entity, including reasonable legal fees, experts' and other witnesses' fees, costs and disbursements incurred in connection with proceedings to contest, determine or reduce Taxes. Taxes shall also include any other tax, fee or other excise, however described, that may be levied or assessed as a substitute for, or as an addition to, in whole or in part, any other Taxes (including, without limitation, any municipal income tax) and any license fees, tax measured or imposed upon rents, or other tax or charge upon Landlord's business of leasing the Building, whether or not now customary or in the contemplation of the parties on the date of this Lease. Taxes shall not include: (a) franchise, transfer, gift, excise, capital stock, estate, succession and inheritance taxes, and federal and state income taxes measured by the net income of Landlord from all sources, unless due to a change in the method of taxation such tax is levied or assessed against Landlord as a substitute for, or as an addition to, in whole or in part, any other Tax that would constitute a Tax; or (b) penalties or interest for late payment of Taxes; or (c) Taxes that are permitted to be paid in installments, except those that Landlord pays in the maximum number of installments allowed by law and only those payments actually made by Landlord within the Base Tax Year or any Tax Year during the Term hereof. Taxes shall reflect any tax reductions affecting the Property (i) resulting from any proceedings to contest Taxes or (ii) provided for in any abatement, assessment or similar tax agreement with the applicable taxing authority.

"Base Expense Year": The calendar year 2013.

"Expense Year": The first and full calendar year following the Base Expense Year and each calendar year thereafter.

"Base Expenses": The Operating Expenses for the Base Expense Year equitably adjusted to the amount such Operating Expenses would have been if ninety-five percent (95%) of the rentable area in the Building had been occupied during the Base Expense Year if there is less than ninety-five percent (95%) occupancy in the Base Expense Year. Only those component expenses that are affected by variation in occupancy levels shall be "grossed-up". For purposes of determining Tenant's Share of Expense Increases, the Base Expenses shall be deemed to have been incurred by Landlord during the Base Expense Year.

"Expense Increases": Attributable to an Expense Year, shall mean the excess, if any, of the Operating Expenses paid or incurred during such Expense Year equitably adjusted, if less than ninety-five percent (95%) occupancy, to the amount such Operating Expenses would have been if ninety-

five percent (95%) of the rentable area in the Building had been occupied during the Expense Year over the Base Expenses. Only those component expenses that are affected by variation in occupancy levels shall be "grossed-up".

"Operating Expenses": All costs and expenses (and taxes, if any, thereon) paid or incurred on behalf of Landlord (whether directly or through independent contractors) in connection with the ownership, management, operation, maintenance and repair of the Property (and the curbs, sidewalks and plazas adjoining the same) (including any sales or other taxes thereon) during the Term as a first-class office building, including, without limitation:

(a) supplies, materials and equipment purchased or rented; and total wage and salary costs paid to, and all contract payments made on account of, all persons to the extent engaged in the operation, maintenance, security, cleaning and repair of the Property at or below the level of building manager (including the amount of any taxes, social security taxes, unemployment insurance contributions, medical, surgical, union and general welfare benefits) and any on-site employees of Landlord's property management agent.

(b) the building systems, including heating, ventilating, air conditioning, plumbing, electrical, mechanical, sewer, fire detection, sprinkler, life safety and security systems, telecommunications facilities, elevators and escalators, tenant directories, emergency generator, and other equipment used in common by, or for the benefit of, occupants of the Building including such repairs and replacements as may be necessary to maintain the same in proper working order and in compliance with all applicable laws and industry performance standards;

(c) charges of contractors for services and facilities otherwise includable in Operating Expenses, including security, trash removal, cleaning, janitorial, window washing, snow and ice removal, exterior and interior landscaping, the maintenance and repair of the parking facilities, roadways and light poles;

(d) the cost of utility services, including, without limitation, water, sanitary sewer, electricity, gas, fuel oil, steam, chilled water in connection with the operation, maintenance and repair of the Property (and usage by Building tenants within their leased premises); excluding electricity used by other tenants of the Building within their leased space and billed directly to such tenants (including any such billings to Tenant);

(e) the premiums for fire, extended coverage, loss of rents, boiler, machinery, sprinkler, public liability, property damage, earthquake, flood, and other insurance relative to the Property and the operation and maintenance thereof (including the Building's Fitness Center and Conference Center) and unreimbursed costs incurred by Landlord that are subject to an insurance deductible; and the costs of the operation, maintenance and repair of the Fitness Center and Conference Center;

(f) the cost of capital items incurred with respect to the ownership, operation, maintenance and repair of the Property for repairs, alterations, installations, improvements and additions amortized over the reasonable life of the capital items as determined in the reasonable judgment of Landlord's accountant in accordance with generally accepted accounting principles together with interest at the greater of the "Prime Rate" (as published in the Wall Street Journal or successor publication) at such time plus two percentage points (2%) or six percent (6%) per annum on the unamortized balance of the cost of the capital item and the installation thereof that are made to the Property by Landlord in order to: (i) maintain the Building and Building systems in proper working order and in compliance with applicable laws and performance standards, (ii) reduce (or avoid an increase in) operation or maintenance expenses with respect to the Property, (iii) comply with laws, regulations or orders of any governmental or

quasi-governmental authority, agency or department which were enacted or became effective after the date hereof, or (iv) comply with the requirements of Landlord's insurers. In the event the Prime Rate is discontinued and one or more substitutes is provided therefor, then the substitute which in the judgment of Landlord most nearly provides the measurement now being provided by the Prime Rate will be used in lieu of the Prime Rate. In the event the Prime Rate is discontinued and no substitute is provided therefor, any index, service or publication which in the judgment of Landlord most nearly provides the measurement now being provided by the Prime Rate will be used in place of the Prime Rate;

(g) office costs of administration; legal and accounting fees and other expenses of maintaining and auditing Property accounting records and preparing Landlord's Statements;

(h) fees for management services whether rendered by Landlord (or affiliate) or a third-party property manager in an amount not to exceed the rate of five percent (5%) of Rents charged to Building tenants; and

(i) all other charges properly allocable to the repair, operation or maintenance of the Property in accordance with generally accepted accounting principles.

Notwithstanding the foregoing, Operating Expenses shall not include:

- i) Depreciation
- ii) Principal, interest, loan fees and penalties relating to any loans encumbering the Building and Land and all expenditures relating to any Landlord ground lease payment and obligations.
- iii) Refinancing costs.
- iv) The cost of any item to the extent that such cost is reimbursed by an insurance company, a condemnor, a tenant, or any other party.
- v) The cost of correcting any construction defects.
- vi) Costs incurred by Landlord in connection with tenant leases, including but not limited to its lease negotiations with prospective tenants, brokerage commissions, advertising expenses, legal fees incurred in leasing, enforcing leases or in connection with disputes with any tenants.
- vii) Expenses incurred by Landlord with respect to leasehold improvements, such as redecorating, or in connection with services or equipment supplied to a third-party tenant in its leased premises for its specific and sole use or benefit.
- viii) The capital costs incurred by Landlord in excess of \$10,000.00 with respect to any item of work for the replacement of a structural component of the Building (i.e. foundation, exterior and load bearing walls, structural floor slabs, and the structural component constituting the Building roof).
- ix) All costs incurred by Landlord in connection with any dispute relating to Landlord's title to and ownership of the Building or Land.

- x) All utility costs for which the Tenant directly contracts with local utility companies.
- xi) All penalties and costs, including but not limited to maintenance, repair and replacement costs, incurred by Landlord due the negligence of Landlord, its agents, employees, tenants or invitees.
- xii) Any costs representing an amount paid to an entity related to Landlord which is in excess of the amount which would have been paid in the absence of such relationship.
- xiii) Any expenses for repairs, replacements or maintenance that are covered by warranties and service contracts for which Landlord is actually reimbursed

General Limitations on Operating Expenses:

- i) The total Operating Expenses charged to all Building tenants may not be greater than actual total Operating Expenses, but Landlord shall be permitted to calculate Operating Expenses based upon "grossing up" Operating Expenses as contemplated in the definition of "Expense Increases" above.
- ii) No cost shall be included more than once in Operating Expenses or in any other charge made to Tenant under this Lease.

"Tenant's Share": Tenant's Share shall be a fraction, the numerator of which shall be the rentable area of the Premises and the denominator of which shall be the rentable area of the Building. On the Commencement Date the Tenant's Share is two and one hundred and fifty-one thousandths percent (2.151%). The Tenant's Share shall be recalculated from time to time in the event that there shall be a change in the rentable area of either the Premises or the Building.

"Landlord's Statement": An reasonably detailed statement (with supporting documentation upon prior written request) containing a computation of any Additional Rent due pursuant to the provisions of this Article 5.

5.2 **Payment of Taxes**. Tenant shall pay to Landlord, as Additional Rent, Tenant's Share of all Taxes payable in respect of each Tax Year, to the extent that Taxes for each such Tax Year shall exceed the Base Taxes. Within thirty (30) days after the issuance by the City of Hartford or other applicable governmental authority of the bill for Taxes, Landlord shall submit to Tenant a copy of such bill, together with Landlord's Statement and Tenant shall pay Tenant's Share of Taxes as set forth on such Landlord's Statement (less the amount of estimated payments paid by Tenant on account thereof) as set forth herein. Alternatively, Landlord, at its option, may require Tenant to make monthly payments on account of Tenant's Share of Tax Increases for Tax Years following the Base Tax Year. The monthly payments shall be one-twelfth (1/12th) of the amount of Tenant's Share of Tax Increases and shall be payable on or before the first day of each month during the Term, in advance, in an amount reasonably estimated by Landlord and billed by Landlord to Tenant; provided, that, Landlord shall have the right initially to determine such monthly estimates and to revise such estimates from time to time. In such event, Landlord agrees to provide Tenant with at least thirty (30) days prior notice of any revised estimate.

5.3 **Payment of Operating Expenses**. Tenant shall pay to Landlord, as Additional Rent, Tenant's Share of all Operating Expenses in respect of each Expense Year to the extent Operating Expenses for each such Expense Year shall exceed Base Expenses. Tenant shall pay a sum equal to one-twelfth (1/12) of the amount of Tenant's Share of Expense Increases for each Expense Year on or before the first day of each month of such Expense Year, in advance, in an amount reasonably estimated

by Landlord and billed by Landlord to Tenant; provided, that, Landlord shall have the right initially to determine such monthly estimates and to revise such estimates from time to time. In such event, Landlord agrees to provide Tenant with at least thirty (30) days prior notice of any revised estimate. After the expiration of the Base Expense Year and each Expense Year, Landlord shall prepare and furnish Tenant with Landlord's Statement showing the actual Base Expenses or Operating Expenses incurred during the Base Expense Year or applicable Expense Year. Within thirty (30) days after receipt of Landlord's Statement for any Expense Year setting forth Tenant's Share of any Expense Increase attributable to such Expense Year, Tenant shall pay Tenant's Share of such Expense Increase (less the amount of estimated payments paid by Tenant on account thereof) to Landlord as Additional Rent.

5.4 Landlord's Statements and Tenant's Inspection Rights.

5.4.1 Landlord's Statements. Landlord will deliver Landlord's Statements to Tenant during the Term within one hundred twenty (120) days following the end of each calendar year. Landlord's delay or failure to render Landlord's Statement with respect to the Base Expense Year, any Expense Year or any Tax Year beyond a date specified herein shall not prejudice Landlord's right to render a Landlord's Statement with respect to that or any subsequent Expense Year or subsequent Tax Year. The obligations of Landlord and Tenant under the provisions of this Article with respect to any Additional Rent incurred during the Term shall survive the expiration or any sooner termination of the Term. If Landlord fails to give Tenant a statement of projected Operating Expenses prior to the commencement of any Expense Year, Tenant shall continue to pay Tenant's Share of Expense Increases in accordance with the previous statement, until Tenant receives a new statement from Landlord.

5.4.2 Tenant's Right to Audit. During the two hundred seventy (270) day period after receipt of any Landlord's Statement (the "**Review Period**"), Tenant, upon prior reasonable notice to Landlord, may inspect and audit Landlord's records relevant to the cost and expense items reflected in such Landlord's Statement at a reasonable time mutually agreeable to Landlord and Tenant during Landlord's usual business hours at the management office where such records are maintained (currently located in New York City). Tenant shall be entitled to retain an independent company or certified public accountant to review Landlord's records during such Review Period to determine the proper amount of such Additional Rent (which may be engaged, at Tenant's election, on a contingency fee basis). Each Landlord's Statement shall be conclusive and binding upon Tenant unless within two hundred seventy (270) days after receipt of such Landlord's Statement Tenant shall inspect and/or audit Landlord's records and notify Landlord that it disputes the correctness of Landlord's Statement, specifying the respects in which Landlord's Statement is claimed to be incorrect. If such audit or review reveals that Landlord has overcharged Tenant, then within fifteen (15) days after the results of such audit are made available to Landlord, Landlord shall reimburse Tenant the amount of such overcharge plus interest at the reference or prime rate in effect from time to time at Bank of America, or its successor, from the date of overpayment (the "**Interest Rate**"). If the audit reveals that Tenant was undercharged, then within fifteen (15) days after the results of the audit are made available to Tenant, Tenant shall reimburse Landlord the amount of such undercharge plus interest thereon at the Interest Rate. If Landlord desires to contest such audit results, Landlord may do so by submitting the results of the audit to arbitration pursuant to Section 13.8 of the Lease within sixty (60) days of receipt of the results of the audit, and the arbitration shall be final and binding upon Landlord and Tenant. Tenant agrees to pay the cost of such audit, provided that, if the audit reveals that Landlord's determination of such Additional Rent as set forth in any statement sent to Tenant was in error in Landlord's favor by more than five percent (5%), Landlord shall pay the reasonable cost of such audit. Pending the determination of such dispute as provided above, Tenant shall pay Additional Rent in accordance with the applicable Landlord's Statement, and such payment shall be without prejudice to Tenant's position. All inspections and audits of

Landlord's books and records and any arbitration shall be subject to a confidentiality agreement reasonably acceptable to Landlord.

5.5 **Adjustments.**

5.5.1 **Reconciliation.** If the actual amount of Tenant's Share of the Expense Increases for any Expense Year or Tenant's Share of Tax Increases for any Tax Year exceeds the estimated amount thereof paid by Tenant for such Expense Year or Tax Year, then Tenant shall pay to Landlord the difference between the estimated amount paid by Tenant and the actual amount of such Additional Rent payable by Tenant. This Additional Rent payment shall be due and payable within thirty (30) days following delivery of Landlord's Statement. If the total amount of estimated payments made by Tenant in respect of Tenant's Share of Expense Increases for such Expense Year or Tenant's Share of Tax Increases for any Tax Year shall exceed the actual amount of such Additional Rent payable by Tenant, then such excess amount shall be credited against the monthly installments of Additional Rent due and payable from Tenant to Landlord hereunder for such Additional Rent until such amount shall have been refunded in full to Tenant. Any excess payments made by Tenant during the Term that have not been so applied and are outstanding at the end of the Term shall be paid to Tenant promptly following delivery of Landlord's Statement for the final Expense Year and final Tax Year, as applicable. Even though the Term has expired and Tenant has vacated the Premises, when final determination is made of Tenant's Share of Expense Increases or Tax Increases for the year in which this Lease terminates, Tenant shall pay any increase due over the estimated Expense Increases or Tax Increases paid within twenty (20) days after Landlord's delivery of Landlord's Statement thereof.

5.5.2 **Portion of Year.** If the Expiration Date (or other date on which this Lease terminates) occurs other than on the last day of a calendar year, then Tenant shall be liable for only that portion of the Tax Increases and Expense Increases in respect of such Tax Year or Expense Year represented by a fraction, the numerator of which is the number of days of the Term that fall within such Tax Year or Expense Year, and the denominator of which is three hundred sixty-five (365).

ARTICLE 6. SERVICES AND UTILITIES

6.1 **Services.** Landlord shall provide the following services to the Building and Premises (subject to Tenant's reimbursement and payment obligations therefor in accordance with the operation of Article 5 hereof):

(a) Janitorial services in and about the Premises in accordance with the cleaning specifications set forth in Exhibit D, Saturdays, Sundays and union and state and federal government holidays (the "**Holidays**") excepted. Tenant shall not provide any janitorial service without Landlord's written consent. If Landlord's consent is given, such janitorial services shall be subject to Landlord's supervision and control, but shall be performed at Tenant's sole cost and responsibility.

(b) Heat and air-conditioning as required to maintain comfortable temperature (excluding specialized temperature and humidity control for computers, printers and other equipment) daily from 8:00 a.m. to 6:00 p.m. Monday through Friday, Saturdays from 8:00 a.m. to 1:00 p.m. ("**Normal Business Hours**"), the remainder of Saturdays, Sundays and Holidays excepted, consistent with such service typical of first class comparable buildings in Hartford County.

(c) Hot and cold running water for cleaning, landscaping, grounds maintenance, fire protection, drinking, lavatory and toilet purposes drawn through fixtures installed by Landlord or

by Tenant with Landlord's written consent. If Tenant's water use increases beyond customary office user levels, Landlord shall have the right to install a water meter at Tenant's expense and to charge Tenant as Additional Rent for its water consumption in the Premises in accordance with readings from such meter.

(d) Electric current from providers selected by Landlord, in amounts required for normal lighting by building standard lighting overhead fixtures and for Tenant's normal business operations, including without limitation, personal computers, copiers, facsimiles and other ordinary business equipment, subject, however, to Landlord's approval of Tenant's final electrical plan for the Premises.

(e) Maintenance of the Common Areas so that they are neat, clean and free from accumulations of snow, debris, rubbish and garbage, consistent with such maintenance typical of first class comparable buildings in the City of Hartford-Central Business District.

(f) Security services (which are commercially reasonable in nature and provided twenty-four (24) hours per day seven (7) days per week, fifty-two (52) weeks per year); access by Tenant to the Premises and use of designated elevator service twenty-four (24) hours per day, seven (7) days per week, fifty-two (52) weeks per year, subject to the operation of Landlord's computerized access system at the Building's entrances and to Landlord's Rules and Regulations. Overtime HVAC and other services shall be available as provided in Section 6.2 hereof.

Landlord shall have the right to select the utility providers for the Property and Tenant shall pay Tenant's Share of all actual costs associated with obtaining the utility services as provided in Article 5 of this Lease. Landlord agrees to furnish or cause to be furnished to the Premises the utilities and services described herein, subject to the conditions and in accordance with the standards set forth herein. Landlord's failure to furnish any of such services when such failure is due to Force Majeure or otherwise due to causes beyond Landlord's reasonable control, shall not result in any liability to Landlord. In such event, Tenant shall not be entitled to any abatement or reduction of rent by reason of such failure, no eviction of Tenant shall result from such failure and Tenant shall not be relieved from the performance of any covenant or agreement in this Lease. In the event of any failure, stoppage or interruption thereof, Landlord shall use commercially reasonable efforts to cause the prompt resumption of service (to the extent within Landlord's control).

Notwithstanding the foregoing, if: (i) any "**Essential Service**" (as defined in the following sentence) is discontinued to the Premises for more than thirty (30) consecutive days following written notice thereof from Tenant to Landlord; (ii) such discontinuance results solely from Landlord's negligence or willful misconduct, and does not also result in whole or in part from any "**Unavoidable Delay**" (as defined below) or requirement of a Governmental Authority; and (iii) such discontinuance renders all or any significant portion of the Premises untenable and all or such portion of the Premises is not used by Tenant for the conduct of its business as a direct result thereof, then Rent (except to the extent any Additional Rent relates to any of Landlord's services performed in such portion of the Premises) shall thereupon (on the 31th day) abate, based upon the portion of the Premises so rendered untenable and not used by Tenant until such discontinuance is remedied. "**Essential Service**" means any of the following: heating or air-conditioning (as seasonally required), office electricity, water, or plumbing. The abatement provided for in this Section shall not apply to any discontinuance of an Essential Service caused by casualty or condemnation or by Tenant's actions or negligence. "**Unavoidable Delay**" means Force Majeure or similar events and such other matters as are beyond Landlord's control.

6.2 **Additional Services.** Landlord shall impose reasonable charges and may establish reasonable rules and regulations for the following: (a) the use of any heating, air-conditioning, ventilation, by Tenant after Normal Business Hours ("**Overtime HVAC**"); (b) the use or consumption of any other

building services, supplies or utilities after Normal Business Hours and any unanticipated, additional costs incurred by Landlord to operate the Building after Normal Business Hours as a result thereof; (c) additional or unusual janitorial services required because of any non-building standard improvements in the Premises, the carelessness of Tenant, the nature of Tenant's business (including the operation of Tenant's business after Normal Business Hours); and (d) the removal of any refuse and rubbish from the Premises except for discarded material placed in wastepaper baskets and left for emptying as an incident to Landlord's normal cleaning of the Premises in accordance with Exhibit D. Landlord's current charge for Overtime HVAC is Seventy-Five and 0/100 Dollars (\$75.00) per hour. Landlord shall have the right to change such charge from time to time to reflect increases in Landlord's actual costs of such Overtime HVAC. This amount shall constitute Additional Rent and shall be payable in accordance with Section 4.4.

6.3 Excessive Current.

6.3.1 Prohibited Activities. Tenant shall comply with the conditions of occupancy and connected electrical load reasonably established by Landlord for the Building and Tenant shall not use utilities or other services in excess of the services described above in Section 6.1 or in a manner which exceeds or interferes with any Building systems or service equipment or Landlord's ability to provide services to other tenants in the Building. Tenant shall not, without Landlord's prior consent in each instance, connect air conditioning equipment, computers, (excluding personal computers and printers and office copiers and facsimile machines), major appliances (excluding coffee makers, microwave ovens, refrigerator and other similar food preparation appliances) or heavy duty equipment ("High Usage Equipment") to the Building's electrical system. Tenant covenants that at no time shall the use of electrical energy in the Premises exceed the capacity of the existing feeders or wiring installations then serving the Premises. Tenant shall not, without prior consent of Landlord in each instance, make or perform, or permit the making or performing of, any alteration to wiring installations or other electrical facilities in or serving the Premises or any additions to the electrical fixtures, machines, equipment or other appliances in the Premises which utilize electrical energy.

6.3.2 Landlord's Right to Survey Usage. Landlord may survey Tenant's use of services from time to time. Tenant shall pay Landlord all costs arising out of any excess use or other connection of High Usage Equipment, including the cost of all repairs and alterations to the Building's mechanical and electrical systems (including the installation of meters) and the cost of additional electricity made available to Tenant, if any. Such costs shall constitute Additional Rent and Tenant shall pay such costs pursuant to Section 4.4.

6.4 Maintenance of Common Areas. The manner in which the Common Areas are maintained and operated and the expenditures therefor shall be at the sole discretion of Landlord and in accordance with the standards of comparable first class buildings in Hartford County. Landlord reserves the right from time to time to (a) make changes in the shape, size, location and appearance of the land and improvements which constitute the Common Areas, provided that Landlord shall not materially impair the Tenant's ability to operate its business, except temporary impairments required by said changes; (b) make such improvements, alterations and repairs to the Common Areas as may be required by governmental authorities or by utility companies servicing the Building; (c) construct, maintain and operate lighting and other facilities on all said areas and improvements; (d) grant exclusive parking rights to Building tenants; and (e) to add or remove improvements and facilities to or from the Common Areas. The use of the Common Areas shall be subject to such reasonable regulations and changes therein as Landlord shall make from time to time, including (but not by way of limitation) the right to close from time to time, if necessary, all or any portion of the Common Areas to such extent as may be legally sufficient, in the opinion of Landlord's counsel, to prevent a dedication thereof or the accrual of rights of any person or of the public therein; provided, however, Landlord shall do so at such times and in such manner as shall minimize any disruption to Tenant to the extent reasonably possible.

6.5 Access to Premises.

6.5.1 Landlord's Right of Entry. Landlord shall have the right to enter the Premises without abatement of Rent at all reasonable times upon reasonable prior notice to Tenant (except in emergencies when no advance notice shall be required), (a) to supply any service to be provided by Landlord to Tenant hereunder, (b) to show the Premises to Landlord's Mortgagee and to prospective purchasers, mortgagees and tenants, (c) to inspect, alter, improve or repair the Premises and any portion of the Building, including, without limitation, any inspection required or requested by any governmental department or agency relative to building fire, health or life safety code compliance and (d) to introduce conduits, risers, pipes and ducts to and through the Premises, provided that in exercising any such right, Landlord will cause all such conduits, risers, pipes and ducts to be placed above dropped ceilings, within walls, or below floors or in closets, to the extent reasonably practicable. In conducting any such activities, Landlord shall use reasonable efforts not to disrupt the conduct of Tenant's business operations.

6.5.2 Tenant's Keys. Tenant shall provide Landlord with (and Landlord shall retain the same during the Term) the keys and Tenant's security access codes with which to unlock all of the doors in, upon and about the Premises, excluding Tenant's vaults and safes, or special security areas. Tenant authorizes Landlord to use such keys and security access codes in order to obtain entry to the Premises for the following purposes only: (a) in the event of an emergency; (b) to permit access to the contractors providing the cleaning and janitorial services for the Premises; and (c) upon prior reasonable notice to Tenant for the purposes described in Section 6.5.1 above to the extent that such access to the Premises is reasonably necessary after Tenant's normal business hours and Tenant has either requested Landlord to do so after Tenant's normal business hours (and Landlord has so agreed), or Tenant has provided its consent (not to be unnecessarily withheld or delayed) to Landlord to do so after Tenant's normal business hours.

In the case of an emergency, Landlord shall have the right to use any and all means that Landlord may deem necessary or proper to open said doors in order to obtain entry to any portion of the Premises to prevent damage to the Building and the Premises. Landlord and its agents and representatives may exercise any and all of the foregoing emergency rights without being deemed guilty of a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction, actual or constructive of Tenant from the Premises, or any portion thereof.

6.6 Tenant Responsible for Supplemental Equipment.

6.6.1 Supplemental Air Conditioning Units. In the event that: (a) the Approved Plans for the Leasehold Improvements include the installation of one or more supplemental air conditioning units to cool non-standard, heat-producing equipment or facilities in the Premises, (the "**Supplemental AC Units**"), such as equipment located in a computer server room or other areas of the Premises dedicated to the operation of such heat-producing equipment; or (b) Tenant makes any Alterations to the Premises that include the installation of any Supplemental AC Units, then Tenant agrees that Tenant, at its expense, shall be responsible for the operation, maintenance, repair, and replacement of all such Supplemental Units, and payment of all energy costs related thereto.

6.6.2 Consumption Changes and Billing. Tenant shall pay, as Additional Rent, the full costs of all electrical and other energy charges associated with the operation of such Supplemental AC Units plus a 3% administrative charge thereon (the "**Supplemental Units Utility Charge**"). The energy consumption charge for any such Supplemental AC Units shall be determined and billed by Landlord to Tenant on a monthly or quarterly basis in amounts that are based upon Landlord's reasonable estimate of the energy consumption by the Supplemental AC

Units on an annual average basis, taking into account, the then prevailing rates charged by the applicable utility companies, the space layout, rentable area of the Premises, occupancy load, hours of operation of such Supplemental AC Units and other reasonable factors, plus the administrative charge. Tenant shall have the option to install, at Tenant's expense, a sub-meter to measure the energy usage of its Supplemental AC Units, subject to Landlord's right of prior approval of the type and model of sub-metering equipment, the proposed location and wiring plan, thereof and the plans and specifications therefor. In such case, Landlord will obtain periodic meter readings and have the right to bill Tenant for such energy consumption on a monthly or other periodic basis (as determined by Landlord) based upon the quantity of consumption shown on the sub-meter and the then prevailing rates charged by the applicable utility companies, plus such administrative charge. Landlord's invoice for such energy usage by the Supplemental AC Equipment shall be due and payable within twenty (20) days following Landlord's delivery of its invoice.

ARTICLE 7. CONDUCT OF BUSINESS BY TENANT

7.1 Permitted Use.

7.1.1 General Office Use. The Premises shall be used and occupied for general office, sales and service, and training purposes and for no other use, except such uses ancillary to such stated permitted uses that are expressly allowed by the City of Hartford Zoning Ordinances. Tenant shall not use or occupy, or permit the use or occupancy of, the Premises or any part thereof for any use other than the sole use specifically set forth above or in any illegal manner, or in any manner that, in Landlord's reasonable judgment, would adversely affect or interfere with any services required to be furnished by Landlord to Tenant or to any other tenant or occupant of the Building, or with the proper and economical rendition of any such service, or with the use and enjoyment of any part of the Building by any other tenant or occupant. Tenant agrees that it will not exceed the maximum floor bearing capacity for the Premises.

7.1.2 Prohibited Uses and Activities. Tenant will not make or permit any occupancy or use of any part of the Premises for any hazardous, offensive, dangerous, noxious or unlawful occupation, trade, business or purpose or any occupancy or use thereof that is contrary to any law, by-law, ordinance, rule, permit or license, and will not cause, maintain or permit any nuisance in, at or on the Premises. Tenant agrees not to permit any occupancy or use of the Premises nor to engage in any other activity in the Building which would materially interfere with telecommunications, computer, or utility systems, installations, or services of other tenants or occupants so long as the same are of a type customarily found in first class office buildings. If noises, vibrations, odors, operating methods, or conditions of cleanliness of the Premises or any appurtenance thereto materially interfere with first class office uses of other occupied areas in the Building, Tenant shall undertake such additional protective measures as may be necessary to eliminate the material interference (such as additional noise or vibration damping or additional venting). Tenant shall keep all such areas of the Premises clean at all times and all trash, refuse and garbage from a cafeteria or similar facility shall be collected, removed and stored in a manner reasonably approved by Landlord.

7.2 Tenant's Personal Property. Tenant shall be responsible for any ad valorem taxes on its personal property (whether owned or leased) and on the value of its leasehold improvements in the Premises (which are in excess of building standard improvements), and if the taxing authorities do not separately assess Tenant's leasehold improvements, Landlord may make a reasonable allocation of the impositions to such improvements and charge Tenant for the same as Additional Rent.

7.3 Compliance with Laws.

7.3.1 Tenant's Compliance Obligations. Tenant, at Tenant's expense, shall comply promptly with the laws, statutes, ordinances, rules, regulations and the orders of all courts and

governmental authorities in effect from time to time during the Term including, without limitation, the Americans with Disabilities Act ("ADA"), and all applicable federal, state and municipal building, zoning, fire, health, safety and environmental laws, statutes, ordinances, rules, regulations and the orders of all courts and governmental authorities (the "Laws") that shall impose any duty on Tenant with respect to Tenant's use, occupancy or operation of the Premises (as described in Section 7.1.1 above). Tenant will obtain and maintain in full force and effect any and all licenses and permits necessary for its use. Tenant shall make any Alterations in or to the Premises in order to comply with the foregoing, which are necessitated or occasioned, in whole or in part by its permitted use or occupancy or manner of use, occupancy or operation of the Premises by Tenant or any of its officers, employees, agents, contractors, invitees, licensees or subtenants (the "Tenant Parties").

7.3.2 Landlord's Compliance Obligations. Landlord shall comply with all Laws in effect from time to time during the Term that shall impose any duty on Landlord with respect to the Property, excluding any matters that are Tenant's responsibility under this Lease or the responsibility of other tenants of the Building. All of Landlord's work on the Property, including but not limited to the installation of the Leasehold Improvements, shall be done in a good and workmanlike manner and designed and constructed by Landlord in accordance with all Laws and will conform upon completion to all Laws, including, without limitation, the requirements of Title III of the ADA. Notwithstanding anything to the contrary contained herein, Tenant shall be responsible for legal compliance, including the requirements of the ADA, with respect to (a) any and all requirements on account of Tenant's use of, or operations in, the Premises, and (b) all Alterations designed or constructed by Tenant or its contractors or agents.

7.4 Landlord's Rules and Regulations. Tenant shall observe and comply with the rules and regulations attached to this Lease as Exhibit E with respect to the Property, and all reasonable modifications thereof and additions thereto from time to time put into effect by Landlord (the "Rules and Regulations"). Tenant shall not use or permit the use of the Premises in any manner that will create waste or a nuisance, or which shall tend to unreasonably disturb other tenants of the Building. Landlord shall not be responsible to Tenant for the nonperformance of any of the Rules and Regulations by any other tenants or occupants of the Building. Landlord shall use reasonable efforts to enforce the Rules and Regulations in a fair and non-discriminatory manner. In the event of an express and direct conflict between the terms, covenants, agreements and conditions of this Lease and the terms, covenants, agreements and conditions of such Rules and Regulations, as modified and amended from time to time by Landlord, this Lease shall control.

7.5 No Liens. Tenant shall keep the Premises and Property free from any liens or encumbrances arising out of any work performed, material furnished or obligations incurred by or for Tenant or any person or entity claiming through or under Tenant. Any claim to, or lien upon, the Premises or the Building arising from any act or omission of Tenant shall accrue only against the leasehold estate of Tenant and shall be subject and subordinate to the paramount title and rights of Landlord in and to the Premises and the Property. If any mechanics' or other lien shall be filed against the Premises or the Property purporting to be for labor or material furnished or to be furnished at the request of the Tenant, then Tenant shall at its expense cause such lien to be discharged of record by payment, bond or otherwise, within thirty (30) Business Days after the sooner to occur of: (a) Tenant's knowledge of the filing of any such lien; or (b) Landlord's notice to Tenant of the filing of any such lien.

7.6 Hazardous Substances.

7.6.1 Prohibition on Use. Tenant shall not transport, use, generate, store (except customary cleaning and office supplies maintained in small quantities and in a manner consistent with reasonable commercial office practices if stored, used and disposed of, in accordance with all Laws and the fire protection requirements of any Building insurers), dispose, discharge,

release, spill or leak any "**Hazardous Substances**" (as defined below), nor permit any Tenant Parties to engage in any such activities, in, above, on or under the Premises or the Property. In addition to the foregoing, Tenant agrees that it shall not take any actions (nor permit any Tenant Parties to take any actions), which would cause the Premises or the Property (or any portion thereof or any operations thereon) to become an "establishment" (as defined in the Connecticut Transfer Act) or otherwise subject to regulation under the Connecticut Transfer Act.

7.6.2 Notifications. Tenant shall immediately notify Landlord in writing of: (a) any inspection, enforcement, cleanup or other regulatory action taken or threatened by any regulatory authority with respect to any Hazardous Substance on or from the Premises or the migration thereof from or to other property, (b) any demands or claims made or threatened by any party relating to any loss or injury claimed to have resulted from any Hazardous Substance on or from the Premises, (c) any release, discharge, spill, leak, migration, disposal or transportation of any Hazardous Substance on or from the Premises in violation of this Article, and any damage, loss or injury to persons, property or business resulting or claimed to have resulted therefrom, and (d) any matters where Tenant is required by Law to give a notice to any regulatory authority respecting any Hazardous Substance on or from the Premises. Landlord shall have the right (but not the obligation) to notify regulatory authorities concerning actual and claimed violations of this Article, and to join and participate, as a party, in any legal proceedings or actions affecting the Premises and concerning Hazardous Substance or otherwise initiated in connection with any environmental, health or safety Law.

7.6.3 Remediation. If any Hazardous Substance is released, discharged or disposed of, or permitted to spill, leak or migrate, in violation of the foregoing provisions of this Article 7 by Tenant or any Tenant Parties, Tenant shall immediately, properly and in compliance with applicable Laws, clean up and remove the Hazardous Substance from the Premises and any other affected property and clean or replace any affected personal property (whether or not owned by Landlord), at Tenant's expense (without limiting Landlord's other remedies therefor). Such clean up and removal work shall be subject to the provisions thereof including, without limitation, Landlord's prior written approval, and any testing, investigation, feasibility and impact studies, and the preparation and implementation of any remedial action plan required by any court or regulatory authority having jurisdiction or reasonably required by Landlord. Notwithstanding the foregoing, Landlord reserves the right to notify Tenant that it will conduct the remediation and, in such case, Landlord shall remediate such condition and Tenant shall reimburse Landlord for all costs and expenses upon written demand by Landlord (with interest thereon at the rate described in Section 4.5).

7.6.4 Fees, Taxes, Fines and Remedies. Tenant shall pay, prior to delinquency, any and all fees, taxes (including excise taxes), penalties and fines arising from or based on Tenant's activities involving Hazardous Substance on or about the Premises, and shall not allow such obligations to become a lien or charge against the Premises, Property or Landlord. If Tenant violates any provision of this Article with respect to any Hazardous Substance, Landlord may: (a) require that Tenant immediately remove all Hazardous Substances from the Premises and discontinue using, storing and handling Hazardous Substances in the Premises, and/or (b) pursue such other remedies as may be available to Landlord under this Lease or applicable Law.

7.6.5 Hazardous Substances. As used in this Lease, the term "**Hazardous Substances**" shall mean any material or substance that, whether by its nature or use, is now or hereafter defined as a hazardous waste, hazardous substance, hazardous material, hazardous chemical substance or mixture, pollutant or contaminant under the Comprehensive Environmental response Compensation and Liability Act, as amended (42 U.S.C. §9601 et seq.), Hazardous Materials Transportation Act, as amended (49 U.S.C. §1801 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. §6901 et seq.), Toxic Substances Contract Act, as amended (15 U.S.C. §2601 et seq.), or which is now or hereafter regulated under any Laws, or

which is or contains petroleum, gasoline, diesel fuel or another petroleum hydrocarbon product or material, or which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous.

7.6.6 Environmental Laws. As used in this Lease, the term “**Environmental Laws**” shall mean all laws, rules, regulations now or hereafter enacted, promulgated, or amended, of the United States, the states, the cities or any other political subdivisions in which the Property is located and any other political subdivision, agency or instrumentality exercising jurisdiction over the owner of the Property, relating to or imposing liability of standards of conduct concerning protection of health or the environment or any Hazardous Substances.

7.7 Signs. Landlord (using “building standard materials”) will place (a) an identification sign at the entrance to the Premises, and (b) a listing identifying Tenant on the multi-tenant Building lobby directory and in the elevator lobby directory on the floor on which the Premises are located. All such signage installed by Landlord shall be consistent with applicable Building standards promulgated by Landlord from time to time. Tenant shall not place or erect any signs, monuments or other structures in or on the Building or Property. Tenant shall not place any signage on the exterior of the Premises. Tenant shall pay for all costs to change signage as a result of a change in the name of the business occupying the Premises.

7.8 OFAC List. Tenant represents, warrants and certifies that it is not listed, nor is it owned or controlled by, or acting for or on behalf of any person or entity, on the list of Specially Designated Nationals and Blocked Persons maintained by the Office of Foreign Assets Control of the United States Department of the Treasury, or any other list of persons or entities with whom Landlord is restricted from doing business under the rules and regulations of the Office of Foreign Asset Control (“**OFAC List**”). Notwithstanding anything to the contrary herein contained, Tenant shall not permit the Premises or any portion thereof to be used, occupied or operated by or for the benefit of any person or entity that is on the OFAC List. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorneys’ fees and costs) arising from or related to any breach of the foregoing warranty, representation, and certification. Tenant shall provide documentary and other evidence of Tenant’s identity and ownership as may be reasonably requested by Landlord at any time to enable Landlord to verify Tenant’s identity or to comply with any legal requirement or applicable laws. Tenant acknowledges and agrees that as a condition to the requirement or effectiveness of any consent to any Transfer by Landlord pursuant to Section 12.1, Tenant shall cause the Transferee, for the benefit of Landlord, to reaffirm, on behalf of such Transferee, the representations of, and to otherwise comply with the obligations set forth in, this Section 7.8, and it shall be reasonable for Landlord to refuse to consent to a Transfer in the absence of such reaffirmation and compliance. Tenant agrees that breach of the representations and warranties set forth in this Section 7.8 shall at Landlord’s election be a default under this Lease for which there shall be no cure. This Section 7.8 shall survive the termination or earlier expiration of the Lease.

ARTICLE 8. ALTERATIONS, IMPROVEMENTS

8.1 Landlord’s Obligations. Landlord will maintain all structural components of the Building, including, without limitation, the roof, foundation, exterior and load-bearing walls (including exterior windows and doors), the structural floor slabs and all other structural elements of the Premises, the Building mechanical systems, and the Common Areas of the Building, in good working order and in a clean, safe and sanitary condition (except casualty and condemnation which shall be governed by Article 10 and Article 11, respectively). The cost of this maintenance and repair shall be included in Operating Expenses and shall be subject to reimbursement under Article 5 hereof to the extent provided therein. Maintenance and repair expenses caused by Tenant’s willful misconduct or negligent acts or omissions shall be paid directly to Landlord by Tenant in accordance with Section 4.4, and shall not constitute an Operating Expense.

8.2 **Tenant's Obligations.** Tenant shall take good care of the Premises, and at Tenant's cost and expense, shall make all repairs and replacements necessary to preserve the Premises in good working order and in a clean, safe and sanitary condition, and will suffer no waste. Tenant shall maintain, at its own expense, in good order, condition and repair to Landlord's reasonable satisfaction, all plumbing facilities and electrical fixtures and devices (including replacement of all lamps, starters and ballasts) located within the Premises and which serve the Premises exclusively. Tenant shall repair, at its cost, all deteriorations or damages to the Property occasioned by its negligent acts or omissions or willful misconduct. If Tenant does not make such repairs to the Building within twenty (20) Business Days following notice from Landlord, Landlord may, but need not, make such repairs, and Tenant shall pay the cost thereof as provided in Section 8.7 hereof; provided, however, if Tenant promptly commences such repairs and diligently prosecutes the same but cannot feasibly complete such work within such twenty (20) Business Day period for reasons beyond Tenant's control (e.g. inability to obtain materials or services, labor disputes and other such matters), Tenant shall have such additional time as reasonably necessary to complete such repairs, subject to operation of Section 16.19 below.

8.3 **Tenant's Alterations.**

8.3.1 **Landlord's Consent to Alterations.** Tenant shall not make or permit any improvements, installations, alterations or additions ("**Alterations**") in or to the Premises, the Building or the Property that involve or affect the structural portions of the Premises or the Building or any of the Building's HVAC, mechanical, electrical, telecommunications, cabling, plumbing or other systems or equipment (the "**Building Systems**") or the interior walls or corridors within the Premises. Tenant may make non-structural Alterations to the Premises that do not involve or affect the Building Systems or the interior walls or corridors within the Premises, subject to Landlord's prior written consent. Landlord's prior written consent shall not be required for minor decorations in the Premises for which Tenant provides advance notice to Landlord and which do not exceed \$10,000.00 in the aggregate on an annual basis which do not affect the Building Systems or the Building structure.

8.3.2 **Construction Standards.** All Alterations permitted by Landlord and made by or on behalf of Tenant shall be made and performed: (a) by contractors or mechanics approved by Landlord, who shall carry liability insurance of a type and in such amounts as Landlord shall reasonably require, naming Landlord and Tenant as additional insureds, (b) in a good and workmanlike manner, (c) so that same shall be at least equal in quality, value, and utility to the original work or installation and shall be in conformity with Landlord's building standard specifications as set forth in Exhibit C-2 attached hereto and as the same may be amended by Landlord and in effect at such time, (d) in accordance with all Laws, and (e) pursuant to plans, drawings and specifications (the "**Space Plan**") which have been reviewed and approved by Landlord prior to the commencement of the repairs or replacements and approved by, and filed with, all applicable governmental authorities (the "**Construction Standards**"). Landlord agrees to review and respond to Tenant within fifteen (15) Business Days with respect to any proposed Space Plan for any proposed Alterations.

8.4 **Tenant's Property.** All trade fixtures, furnishings, equipment and personal property placed in the Premises by Tenant (the "**Tenant's Property**") shall be removed by Tenant at the expiration of the Term. Tenant shall, at its cost and expense, repair any damage to the Premises or the Building caused by such removal. Any of Tenant's Property not removed from the Premises prior to the Expiration Date shall, at Landlord's option, become the property of Landlord. Landlord may remove such Tenant's Property, and Tenant shall pay to Landlord, Landlord's cost of removal and of any repairs in connection therewith in accordance with Section 4.4 hereof.

8.5 **Ownership and Removal.** All additions, fixtures and improvements attached to or installed in or upon the Premises by Tenant or by Landlord shall be Landlord's property and shall remain

upon the Premises at the termination of this Lease without compensation or allowance or credit to Tenant. Tenant, at Tenant's expense, shall remove all of Tenant's Property which have been attached to or installed in the Premises and Tenant shall repair all damage to the Premises and the Building incident to such removal of Tenant's Property. Tenant's cabling may be left in the Building provided that Tenant cuts such cabling at the walls of the Premises and labels such cabling. Landlord may require Tenant, at Tenant's expense, to remove Tenant's Alterations which have been attached to or installed in the Premises (excluding the Leasehold Improvements) and to repair any damage caused to the Premises and the Building incident to such removal of any of Tenant's Alterations. If Tenant fails to remove any Tenant Property or Alterations that Tenant is required to remove pursuant to this Section 8.5 by the Expiration Date, or the sooner date of termination of this Lease then Landlord may remove the same and Tenant shall pay to Landlord the cost of repairs of any damage to the Premises or Building in connection therewith.

8.6 **Surrender.** Upon the expiration or sooner termination of the Term, Tenant will quietly and peacefully surrender to Landlord the Premises in as good condition as when Tenant took possession, ordinary wear and tear and damage by fire or other casualty excepted, and otherwise as is required in Article 8. In addition, at such time Tenant shall remove all Hazardous Substances stored, or disposed of, or generated by Tenant in its use or operation of the Premises and all equipment and materials contaminated or affected by such Hazardous Substances in conformity with the Hazardous Substance laws.

8.7 **Tenant's Failure to Maintain.** If Landlord gives Tenant written notice of the necessity of any repairs or replacements required to be made under Section 8.2 and Tenant fails to commence diligently to cure the same within twenty (20) Business Days thereafter (except that no notice will be required in case of any emergency repair or replacement necessary to prevent substantial damage or deterioration), Landlord, at its option and in addition to any other remedies, may proceed to make such repairs or replacements and the expenses incurred by Landlord in connection therewith plus ten percent (10%) thereof for Landlord's supervision, shall be due and payable from Tenant in accordance with Section 4.4 hereof, as Additional Rent; provided, that, Landlord's making any such repairs or replacements shall not be deemed a waiver of Tenant's default in failing to make the same.

8.8 **Waiver.** Tenant waives all claims including claims for consequential damages against Landlord arising out of the failure of Landlord from time to time to furnish any of the services or consents required to be furnished by Landlord under this Lease. Landlord shall not be liable to Tenant for damage as a result of the bursting of pipes, leakage of water, and other similar occurrences, except to the extent caused by Landlord's negligence, subject, however, to operation of Section 9.6 below and the limitations imposed thereby.

ARTICLE 9. INSURANCE

9.1 **Tenant's Insurance.** Tenant, at its own expense, shall provide and keep in force with companies which are rated A/XV or better by A.M. Best Company and licensed in the State of Connecticut: (a) combined single limit commercial general liability insurance insuring against liability for personal injury and property damage, including contractual liability, in the amount of \$2,000,000 per occurrence/\$4,000,000 annual aggregate limit; (b) "Special Form" property insurance, including standard fire and extended coverage insurance, in amounts necessary to provide replacement cost coverage, for Tenant's Property, machinery, electronic data and any Alterations in which Tenant has an insurable property interest, including, without limitation, vandalism and malicious mischief and sprinkler leakage coverage, and "all risk" Builder's Risk insurance, completed value, non-reporting form at any time that Tenant has commenced construction of any leasehold improvements or any Alterations, and at any time any other construction activities are underway at the Premises; (c) plate glass insurance for the Premises; (d) Workers' Compensation Insurance in statutory limits as required by applicable law; and (e) any other insurance reasonably required by Landlord. At Landlord's request, the amounts and kinds of

insurance coverages described herein may be reasonably increased or expanded to reflect amounts and coverages then typically being carried for similar business operations in institutionally owned or financed properties.

9.2 **Delivery of Policies.** Each such insurance policy shall: (a) be provided in form, substance and amounts (where not above stated) satisfactory to Landlord and to Landlord's Mortgagee; (b) specifically include the liability assumed hereunder by Tenant (provided that the amount of such insurance shall not be construed to limit the liability of Tenant hereunder); (c) shall provide that it is primary insurance, and not excess over or contributory with any other valid, existing and applicable insurance in force for or on behalf of Landlord; and (d) provide that Landlord shall receive thirty (30) days' written notice from the insurer prior to any cancellation or change of coverage. Tenant shall deliver policies of such insurance or certificates thereof to Landlord on or before the Commencement Date, and thereafter at least thirty (30) days before the expiration dates of expiring policies. All such insurance certificates shall provide that Landlord, its mortgagees, any ground lessors and Landlord's managing agent shall each be named as an additional insured. In the event Tenant shall fail to procure such insurance, or to deliver such policies or certificates, Landlord may, at its option, procure same for the account of Tenant, and the cost thereof shall be paid to Landlord as Additional Rent within five (5) days after delivery to Tenant of bills therefor. Tenant's compliance with the provisions of this Article 9 shall in no way limit Tenant's liability under any of the other provisions of this Lease. Tenant acknowledges that it shall not have any right of access to, or occupancy of, the Premises until it has delivered its insurance certificates with proof of payment as set forth herein.

9.3 **Increased Insurance Risk.** Tenant shall not do or permit anything to be done, or keep or permit anything to be kept in the Premises, which would: (a) be in violation of any governmental law, regulation or requirement, (b) invalidate or be in conflict with the provision of any fire or other insurance policies covering the Building or any property located therein, (c) result in a refusal by fire insurance companies of good standing to insure the Building or any such property in amounts required by Landlord's Mortgagee (as hereinafter defined) or reasonably satisfactory to Landlord, (d) subject Landlord to any liability or responsibility for injury to any person or property by reason of any business operation being conducted in the Premises, or (e) cause any increase in the fire insurance rates applicable to the Property or property located therein at the beginning of the Term or at any time thereafter. In the event that any use of the Premises by Tenant increases such cost of insurance, Landlord shall give Tenant written notice of such increase and a reasonable opportunity to cure its use to prevent such increase; provided, however, if Tenant fails to do so, Tenant shall pay such increased cost to Landlord in accordance with Section 4.4 hereof. Acceptance of such payment shall not be construed as a consent by Landlord to Tenant's such use, or limit Landlord's remedies under this Lease.

9.4 **Indemnity.** Tenant shall defend with counsel reasonably approved by Landlord, indemnify and hold harmless Landlord, all members, stockholders, officers, directors, partners, trustees, beneficiaries and employees of Landlord, Mortgagees of the Property and any other party having an interest therein from and against any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys' fees and expenses), causes of action, suits, claims, demands or judgments of any nature arising from or with respect to (a) any injury to or death of any person or damage to or loss of property in, on or about the Premises or connected with the use, condition or occupancy of any thereof, (b) any act, omission, willful misconduct, negligence or violation of applicable laws and regulations by Tenant or Tenant's employees, servants, agents, contractors, subtenants, licensees, concessionaires or invitees (the "**Tenant Parties**"), (c) any Hazardous Substances or other pollutants brought, generated, stored, used, installed, disposed of, spilled, released, emitted or discharged on, in or from the Premises or the Property, or allowed, permitted or suffered to be brought, generated, stored, used, installed, disposed of, spilled, released, emitted or discharged thereon, therein or therefrom, by Tenant or any Tenant Parties, in violation of Section 7.6 or otherwise, (d) any construction or other work by Tenant on or about the Premises pursuant to Article 8 or otherwise, Tenant's indemnification obligations under this

Section shall not apply to injury or damage to the extent caused by the negligence or willful misconduct of Landlord, or any of Landlord's officers, employees, agents or contractors.

9.5 **Tenant's Use and Occupancy.** Tenant's use and occupancy of the Premises and the Property and use by all Tenant Parties, and all Tenant's and said parties' furnishings, fixtures, equipment, improvements, materials, supplies, inventory, effects and property of every kind, nature and description which, during the continuance of this Lease or any occupancy of the Premises by Tenant or anyone claiming under Tenant, may be in, on or about the Premises, shall be at Tenant's and said parties' sole risk and hazard. Except to the extent caused by or resulting from Landlord's negligence, Landlord shall not be liable to Tenant or any other party for injury to or death of any person or damage to or destruction of any property in, on or about the Premises, nor for any interruption in Tenant's use of the Premises or the conduct of its business therein, nor for any other losses, damages, costs, expenses or liabilities whatsoever, including without limitation where caused by fire, water, explosion, collapse, the leakage or bursting of water, steam, or other pipes, any environmental or other condition in, on, or about the Premises, or any other event, occurrence, condition or cause. It is Tenant's responsibility to maintain insurance against any such loss or casualty, subject, however, to the operation of Section 9.6 below and the limitations imposed thereby.

9.6 **Waiver of Subrogation Rights.**

9.6.1 **Mutual Waiver.** Landlord and Tenant hereby agree and hereby waive any and all rights of recovery against each other for loss or damage occurring to the Premises or the Property or any of Landlord's or Tenant's Property contained therein regardless of the cause of such loss or damage to the extent that the loss or damage is covered by the injured party's insurance or the insurance the injured party is required to carry under this Lease, whichever is greater (without regard to any deductible provision in any policy). This waiver does not apply to claims caused by a party's willful misconduct. This waiver also applies to each party's directors, officers, employees, shareholders, and agents.

9.6.2 **Insurance Policy Coverage.** Each party will assure that its insurance permits waiver of liability and contains a waiver of subrogation. Each party shall secure an appropriate clause in, or an endorsement to, each insurance policy obtained by or required to be obtained by Landlord or Tenant, as the case may be, under this Lease, pursuant to which the insurance company: (a) waives any right of subrogation against Landlord or Tenant as the same may be applicable, or (b) permits Landlord or Tenant, prior to any loss to agree to waive any claim it might have against the other without invalidating the coverage under the insurance policy. If, at any time, the insurance carrier of either party refuses to write (and no other insurance carrier licensed in Connecticut will write) insurance policies which consent to or permit such release of liability, then such party shall notify the other party and upon the giving of such notice, this Section shall be void and of no effect.

9.7 **Landlord's Insurance.** Landlord shall maintain and keep in effect during the entire Term the following insurance coverage (together with such other coverages as Landlord may reasonably elect to carry for the benefit of the Property):

(a) Commercial general liability insurance with a Broad Form endorsement. The limits of liability of such insurance shall be an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence, personal injury including death, and Two Million and 00/100 Dollars (\$2,000,000.00) per occurrence, property damage liability or Two Million and 00/100 Dollars (\$2,000,000.00) combined single limit for personal injury and property damage liability; and

(b) "Special Form" fire and extended coverage insurance on the Property insuring the guaranteed replacement value thereof, excluding Tenant's Property and Tenant's Alterations. The insurance shall include, but not be limited to, fire and extended coverage perils and shall be placed with companies licensed to sell insurance in Connecticut.

9.8 **Landlord's Indemnity.** Landlord shall defend, indemnify and hold harmless Tenant and Tenant parties from and against any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys' fees and expenses), causes of action, suits, claims, demands or judgments of any nature arising from or with respect to any injury to or death of any person or damage to or loss of property in, on or about the Premises arising out of or relating to the negligence or willful act or omission of Landlord, or any of its officers, employees, agents or contractors, provided, however, Landlord's indemnification obligations under this Section shall not apply to injury or damage to the extent caused by the negligence or willful misconduct of Tenant or Tenant Parties.

ARTICLE 10. CASUALTY

10.1 **Damage or Destruction.**

10.1.1 **Landlord's Repair Obligation.** Tenant shall give prompt notice to Landlord of any damage by fire or other casualty (a "**Casualty**") to the Premises or any portion thereof. During the thirty (30)-day period following the occurrence of a Casualty (the "**Notice Period**"), Landlord will notify Tenant of Landlord's estimate of the period of time required to complete the restoration work. In the event that the Premises, or any part thereof, or access thereto, shall be so damaged or destroyed by fire or other insured Casualty that the Tenant shall not have reasonably convenient access to the Premises or any portion of the Premises shall thereby be otherwise rendered unfit for use and occupancy by the Tenant for the purposes set forth in Section 7.1, and if in the judgment of the Landlord the damage or destruction may be repaired within two hundred ten (210) days with available insurance proceeds, then the Landlord shall so notify the Tenant and shall repair such damage or destruction as provided in Section 10.4 hereof with reasonable diligence, subject to the limitations, if any, of Applicable Laws. If in the judgment of the Landlord the Premises, or means of access thereto, cannot be repaired within two hundred ten (210) days after the elapse of the Notice Period with available insurance proceeds, then either party shall have the right to terminate the term of this Lease by giving written notice of such termination to the other party within the period of thirty (30) to forty-five (45) days after the occurrence of the Casualty. If the reconstruction period estimated by Landlord is more than two hundred ten (210) days and neither party terminates this Lease on account thereof, Landlord shall repair such damage or destruction as provided in Section 10.4 hereof with reasonable diligence subject to the limitations of any Laws and, in such case, the reconstruction period shall be the period so estimated by Landlord.

10.1.2 **Failure to Repair.** If Landlord is obligated, or elects to repair the damage to the Premises and fails to substantially complete the repairs within the period of time required or permitted by the Section 10.1 (as the same may be reasonably extended due to any Force Majeure Delay), the time for completion of repairs shall be extended by the period of such Force Majeure Delay (the "**Reconstruction Period**"). Tenant shall have the right to terminate this Lease by delivery of written notice to Landlord not later than thirty (30) days following the end of the Reconstruction Period.

10.2 **Abatement of Rent.** Annual Base Rent and Additional Rent shall not be abated or suspended if, following any Casualty, Tenant shall continue to have reasonably convenient access to the Premises and the Premises are not rendered unfit for use and occupancy. If Tenant shall not have reasonably convenient access to the Premises or the Premises shall be otherwise rendered unfit for use and occupancy by the Tenant for the purposes set forth in Section 7.1 by reason of such Casualty, then

Rent shall be equitably suspended or abated relative to the portion of the Premises that cannot be used by Tenant for any of its business operations, effective as of the date of the Casualty until Landlord has (a) substantially completed the repair of the Premises and the means of access thereto, and (b) has delivered notice thereof to Tenant.

10.3 **Events of Termination.** Notwithstanding the provisions of this Article 10, if, prior to or during the Term the Building shall be so damaged by Casualty that, in Landlord's reasonable estimate, the cost to repair the damage will be more than twenty-five percent (25%) of the replacement value of the Building immediately prior to the occurrence of the Casualty (whether or not the Premises shall have been damaged or rendered untenable), then, in any of such events, Landlord, may give to Tenant, within ninety (90) days after such Casualty, a thirty (30) days' notice of the termination of this Lease and, in the event such notice is given, this Lease and the term shall terminate upon the expiration of such thirty (30) days with the same effect as if such date were the Expiration Date.

10.3.1 If more than thirty percent (30%) of the gross rentable area of the Premises shall be wholly or substantially damaged or destroyed by Casualty at any time during the last six (6) months of the Term, either Landlord or Tenant may terminate this Lease by delivery of written notice of such termination to the other party within thirty (30) days after the occurrence of such damage.

10.4 **Scope of Landlord's Repairs.** In the event Landlord elects or shall be obligated to repair or restore any damage or destruction to the Premises pursuant to this Article 10, Landlord shall not be obligated to restore or replace Tenant's Property or Tenant's Alterations or reconstruct the Leasehold Improvements except such building standard Leasehold Improvements installed by Landlord at its expense. No damages, compensation or claim shall be payable by the Landlord to Tenant, or any other person, by reason of inconvenience, loss of business or annoyance arising from any damage or destruction, or any repair thereof, as is referred to in this Article 10.

ARTICLE 11. CONDEMNATION

11.1 **Entire Condemnation.** In the event that the whole of the Premises shall be taken under the power of eminent domain or by any proceeding for taking for public or quasi-public use (a "Condemnation"), this Lease and the term and estate hereby granted shall automatically terminate as of the earlier of the date of the vesting of title or the date of dispossession of Tenant as a result of such taking.

11.2 **Partial Condemnation.**

11.2.1 **Effect of Partial Condemnation.** In the event that only a part of the Premises shall be taken by Condemnation and the remaining Premises are suitable for general office use without material interference with Tenant's business operations and Tenant shall have reasonable, convenient access to and from the Premises, the Term shall expire as to that portion of the Premises condemned effective as of the date of the vesting of title in the condemning authority, and this Lease shall continue in full force and effect as to the part of the Premises not so taken. In the event of a partial Condemnation of the Premises which results in a lack of reasonable, convenient access to and from the Premises or which results in insufficient space for Tenant to carry on its business without material interference with its business, Tenant shall have the right to terminate this Lease if Landlord cannot relocate Tenant to comparable space elsewhere in the Building following the effective date of the Condemnation.

11.2.2 **Landlord's Option to Terminate.** In the event that a part of the Property shall be subject to Condemnation (whether or not the Premises are affected), Landlord may, at its option, terminate this Lease as of the date of such vesting of title, by notifying Tenant in writing of such

termination within ninety (90) days following the date on which Landlord shall have received notice of the vesting of title in the condemning authority if in Landlord's reasonable opinion: (a) a substantial alteration or reconstruction of the Property (or any portion thereof) shall be necessary or appropriate, or (b) the portion of the Property so condemned has the effect of rendering the remainder of the Property uneconomic to maintain.

11.2.3 Landlord's Repair Obligations. In the event that this Lease is not terminated in accordance with Subsection 11.2.2 hereof, Landlord shall, upon receipt of the award in condemnation, make all necessary repairs or alterations to the Building in which the Premises are located so as to constitute the remaining Premises a complete architectural unit to the extent feasible and permitted by applicable law, but Landlord shall not be required to spend for such work an amount in excess of the amount received by Landlord as damages for the part of the Premises so taken. "Amount received by Landlord" shall mean that part of the award in condemnation which is free and clear to Landlord of any collection by Mortgagees and after payment of all costs involved in collection, including but not limited to attorneys' fees. Tenant, at its own cost and expense shall, restore all exterior signs, trade fixtures, equipment, furniture, furnishings and other installations of personality of Tenant which are not taken to as near its former condition as the circumstances will permit. In the event of a partial taking, all provisions of this Lease shall remain in full force and effect.

11.3 Temporary Taking. If there is a taking of the Premises for temporary use arising out of a temporary emergency or other temporary situation, this Lease shall continue in full force and effect, and Tenant shall continue to comply with Tenant's obligations under this Lease, except to the extent compliance shall be rendered impossible or impracticable by reason of the taking, and Tenant shall be entitled to the award for its leasehold interest.

11.4 Condemnation Awards. Except as provided in the preceding Section 11.3, Landlord shall be entitled to the entire award in any condemnation proceeding or other proceeding for taking for public or quasi-public use, including, without limitation, any award made for the value of the leasehold estate created by this Lease. No award for any partial or entire taking shall be apportioned, and Tenant hereby assigns to Landlord any award that may be made in such condemnation or other taking, together with any and all rights of Tenant now or hereafter arising in or to same or any part thereof; provided, however, that nothing contained herein shall be deemed to give Landlord any interest in or to require Tenant to assign to Landlord any award made to Tenant specifically for its relocation expenses or the taking of Tenant's Property provided that such award does not diminish or reduce the amount of the award payable to Landlord.

11.5 Proration. In the event of a partial condemnation or other taking that does not result in a termination of this Lease as to the entire Premises, then the Annual Base Rent and Tenant's Share shall be adjusted in proportion to that portion of the Premises taken by such condemnation or other taking.

ARTICLE 12. ASSIGNMENT AND SUBLETTING

12.1 Transfers.

12.1.1 Landlord's Consent. Tenant shall not, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed as further described below: (a) assign, mortgage, pledge, hypothecate, encumber, or permit any lien to attach to, or otherwise transfer, this Lease or any interest hereunder, by operation of law or otherwise, (b) sublet the Premises or any part thereof, (c) permit the use of the Premises by any Persons other than Tenant, Tenant's employees and "Tenant's Permitted Contractors," as defined below, (all of the foregoing are hereinafter sometimes referred to collectively as "Transfers" and any Person to whom any Transfer is made or sought to be made is hereinafter sometimes referred to as a "Transferee"). As used in this Lease, the

term "**Person**" means an individual, trust, partnership, limited liability company, joint venture, association, corporation and any other entity. Tenant agrees to reimburse Landlord upon written demand for legal fees and any other reasonable expenses and costs incurred by Landlord in connection with any proposed assignment or subletting or other Transfer. As used in this Lease, the term, "**Tenant's Permitted Contractors**" means the employees of those companies with whom Tenant has entered in professional service contracts to provide consulting services to Tenant and that are integral to the implementation of Tenant's statutory purpose and discharge of its statutory powers who may (from time to time) occupy portions of the Premises to provide Tenant with such consulting services. Tenant agrees that neither such contracting companies nor their personnel shall have any obligation (oral or written) to pay Tenant for the use of any space within the Premises. Tenant's Permitted Contractors shall be subject to all of the provisions of this Lease (and its Rules and Regulations) as if they were Tenant's employees and Tenant shall be responsible for them in the same manner, including, without limitation, all of Tenant's indemnification obligations.

12.1.2 Certain Transfers. For purposes of this Lease, the term "**Transfer**" shall also include, and all of the foregoing provisions shall apply to: (a) the conversion, merger or consolidation of Tenant into a limited liability company or limited liability partnership, (b) if Tenant is a partnership or limited liability company, the withdrawal or change, voluntary, involuntary or by operation of law, of a majority of the partners or members, or a transfer of a majority of partnership or membership interests, within a twelve (12) month period, or the dissolution of the partnership or company, and (c) if Tenant is a closely held corporation (i.e., whose stock is not publicly held and not traded through an exchange or over the counter), the dissolution, merger, consolidation or other reorganization of Tenant, or within a twelve month period: (a) the sale or other transfer of more than an aggregate of 50% of the voting shares (or the membership, partnership or other equity interests, as applicable) of Tenant (except than to immediate family members by reason or gift or death) or (b) the sale, mortgage, hypothecation or pledge of more than an aggregate of 50% of Tenant's net assets.

12.1.3 Transfer Notice. If Tenant shall desire Landlord's consent to any Transfer, Tenant shall notify Landlord in writing, which notice (a "**Transfer Notice**") shall include: (a) the proposed effective date (which shall not be less than thirty (30) nor more than 180 days after Tenant's notice), (b) the portion of the Premises to be Transferred (herein called the "**Subject Space**"), (c) the terms of the proposed Transfer and the consideration therefor, the name, address and background information concerning the proposed Transferee, and a true and complete copy of all proposed Transfer documentation, and (d) financial statements (balance sheets and income/expense statements for the current and prior three (3) years) of the proposed Transferee, in form and detail reasonably satisfactory to Landlord, certified by an officer, partner or owner of the Transferee, and any other information to enable Landlord to determine the financial condition, credits, character, and reputation of the proposed Transferee, nature of such Transferee's business and proposed use of the Subject Space, and such other information as Landlord may reasonably require. Landlord shall respond to Tenant's notice of a proposed Transfer within thirty (30) days following Tenant's submission to Landlord of completed notice therefor in compliance with the foregoing provisions of this Section 12.1). Any Transfer made without complying with this Article shall at Landlord's option be null, void and of no effect, or shall constitute an Event of Default under this Lease.

12.1.4 Approval. The parties hereby agree that it shall be reasonable under this Lease and under any applicable Law for Landlord to withhold consent to any proposed Transfer where one or more of the following applies (without limitation as to other reasonable grounds for withholding consent): (a) the Transferee is of a character or reputation or engaged in a business which is not consistent with the quality or nature of the Premises or the Property, or would be a significantly less prestigious occupant of the Premises than Tenant, (b) the Transferee intends to use the Subject Space for purposes which are not permitted under this Lease, (c) the Subject Space is not regular in shape with appropriate means of ingress and egress suitable for normal renting purposes, would result in more than a reasonable number of occupants, or would require increased services by Landlord, (d) the creditworthiness and financial condition of the proposed Transferee is not reasonably satisfactory to Landlord (which condition shall not

be applicable to the proposed Transferee if Tenant's "Termination Option" (as defined in Article 18 below) has lapsed without having been exercised and Tenant's current financial condition and funding levels are the same or better than on the date of this Lease) (e) the Transfer involves a partial or collateral assignment, or a mortgage, pledge, hypothecation, or other encumbrance or lien on this Lease, or a Transfer by operation of law, (f) the proposed Transfer involves conversion, merger or consolidation of Tenant into a limited liability company or limited liability partnership which would have the legal effect of releasing Tenant from any obligations under this Lease, (g) the proposed Transfer would cause Landlord to be in violation of any applicable Laws or any other lease, Mortgage or agreement to which Landlord is a party, or would create adverse tax consequences for Landlord, or (h) Tenant has committed and failed to cure a an Event of Default.

12.2 Landlord's Options; Recapture. Landlord shall have the option, exercisable by written notice delivered to Tenant within ten (10) Business Days after Landlord's receipt of a Transfer Notice accompanied by the other information described in Section 12.1, to: (a) permit Tenant to Transfer the Premises; or (b) disapprove the Tenant's Transfer of the Premises and to continue the Lease in full force and effect as to the entire Premises; or (c) recapture the portion of the Premises affected by the Transfer (but only in the case of a proposed Transfer of the entire Premises for the balance of the Term). If Landlord approves of the proposed Transfer pursuant to Section 12.1 above, Tenant may enter into the proposed Transfer with such proposed Transferee subject to the following conditions: (i) the Transfer shall be on the same terms set forth in the Transfer Notice, and (ii) no Transfer shall be valid and no Transferee shall take possession of the Premises until an executed counterpart of the assignment, sublease or other instrument effecting the Transfer (in the form approved by Landlord) has been delivered to Landlord pursuant to which the Transferee shall expressly assume all of Tenant's obligations under this Lease; and (iii) Tenant shall provide Landlord with a written ratification agreement from each guarantor of this Lease in form and substance satisfactory to Landlord.

If Tenant has requested to Transfer the entirety of the Premises and Landlord's notice provides for the recapture of the entire Premises, then this Lease shall be deemed terminated effective as of the date stated in Tenant's notice as the effective date of Tenant's proposed Transfer and, upon the request of either party, the parties shall execute written confirmation of the same.

12.3 Terms of Consent. If Landlord consents to a Transfer: (a) the terms and conditions of this Lease, including Tenant's primary liability for the Subject Space, shall in no way be deemed to have been waived or modified, (b) such consent shall not be deemed consent to any further Transfer by either Tenant or a Transferee, (c) no Transferee shall succeed to any rights provided in this Lease or any amendment hereto to terminate this Lease, pursuant to Article 19, such right being deemed personal to the initial Tenant (and any "Successor Entity", defined below), (d) Tenant shall deliver to Landlord promptly after execution, an original executed copy of all documentation pertaining to the Transfer in form reasonably acceptable to Landlord, and (e) Tenant shall furnish a complete statement, certified by an independent certified public accountant, or Tenant's chief financial officer, setting forth in detail the computation of any Transfer Profit that Tenant has derived and shall derive from such Transfer. Landlord or its authorized representatives shall have the right at all reasonable times to audit the books, records and papers of Tenant and any Transferee relating to any Transfer, and shall have the right to make copies thereof. If the Transfer Profit respecting any Transfer shall be found understated, Tenant shall within thirty (30) days after demand pay the deficiency, and if understated by more than two percent (2%) Tenant shall pay Landlord's costs of such audit. Any sublease hereunder shall be subordinate and subject to the provisions of this Lease, and if this Lease shall be terminated during the term of any sublease, Landlord shall have the right to: (i) deem such sublease as merged and canceled and repossess the Subject Space by any lawful means, or (ii) deem such termination as an assignment of such sublease to Landlord and not as a merger, and require that such subtenant attorn to and recognize Landlord as its landlord under any such sublease. If an Event of Default occurs under this Lease, Landlord is hereby irrevocably authorized, as Tenant's agent and attorney-in fact, to direct any Transferee to make all payments under or in connection with the Transfer directly to Landlord (which Landlord shall apply towards Tenant's obligations under this Lease).

12.4 **No Release.** Landlord's consent to a Transfer shall not release Tenant of Tenant's obligations under this Lease and this Lease and all of the obligations of Tenant under this Lease shall continue in full force and effect as the obligations of a principal (and not as the obligations of a guarantor or surety). From and after any Transfer, the Lease obligations of the Transferee and of the original Tenant named in this Lease shall be joint and several. No acceptance of Rent by Landlord from or recognition in any way of the occupancy of the Premises by a Transferee shall be deemed a consent to such Transfer, or a release of Tenant from direct and primary liability for the further performance of Tenant's covenants hereunder. The consent by Landlord to a particular Transfer shall not relieve Tenant from the requirement of obtaining the consent of Landlord to any further Transfer. Each violation of any of the covenants, agreements, terms or conditions of this Lease, whether by act or omission, by any of Tenant's permitted Transferees, shall constitute a violation thereof by Tenant. In the event of default by any Transferee of Tenant or any successor of Tenant in the performance of any of the terms hereof, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against such Transferee or successor.

12.5 **Additional Conditions.** Tenant shall not offer to make, or enter into negotiations with respect to any Transfer to: (a) any tenant of the Building (or any affiliate of such tenant) that is a tenant in the Building unless there is no competing space then available for leases therein; or (b) any bona fide prospective tenant to whom Landlord has submitted a leasing proposal or with whom Landlord is then negotiating with respect to other space in the Building; or (c) any party which would be of such type, character, or condition as to be inappropriate as a tenant for the Building. Upon delivery of written notice by Landlord to Tenant that Tenant is engaging in any such prohibited activity, Tenant shall cease such prohibited actions. It shall not be unreasonable for Landlord to disapprove any proposed assignment, sublet or transfer to any of the foregoing entities. Tenant agrees not to list or advertise the Premises for assignment or sublease, whether through a broker, agent or representative, or otherwise at a full service rental rate which is less than Landlord's current rate in the Building for new tenants. Landlord shall not be deemed to unreasonably withhold its consent to any proposed assignment or sublease if such Transfer, in Landlord's reasonable determination, is at a full-service rate which is less than Landlord's current rate in the Building for new tenants, and would compete with similar space either being offered or anticipated to be offered by Landlord in the Building.

12.6 **Transfer Profit.** If Landlord consents to a Transfer, as a condition thereto, which the parties hereby agree is reasonable, Tenant shall pay to Landlord, as Additional Rent, fifty-percent (50%) any Transfer Profit collected by Tenant from such Transfer. "Transfer Profit" shall mean for a lease assignment, all consideration paid or payable therefor. "Transfer Profit" shall mean, for a sublease, all rent, additional rent or other consideration paid by such Transferee in excess of the Rent payable by Tenant under this Lease (on a monthly basis during the Term, and on a per rentable square foot basis, if less than all of the Premises is transferred). Transfer Profit shall also include any bonus amount paid by Transferee to Tenant, and any payment in excess of the fair market value for services rendered by Tenant to Transferee or in excess of Tenant's depreciated tax basis for assets, fixtures, inventory, equipment or furniture transferred by Tenant to Transferee. In determining Transfer Profit, Tenant shall be permitted to deduct any reasonable legal, brokerage and remodeling costs actually paid by Tenant to third parties unaffiliated with Tenant in connection with the particular Transfer, which costs shall have been documented to Landlord's reasonable satisfaction (which costs shall be amortized on a straight-line basis over the term of the Transfer). Tenant shall pay such Transfer Profit to Landlord on a monthly basis within ten (10) days after receipt thereof, without affecting or reducing any other obligations of Tenant hereunder. Tenant shall send each such payment with a detailed statement. Landlord shall have the right to audit Tenant's books and records to verify the accuracy of Tenant's statement.

12.7 **Permitted Transfers.**

12.7.1 Permitted Transfers. Tenant shall be permitted to make the following Transfers without obtaining Landlord's prior written consent, subject only to satisfaction of the conditions stated below in Section 12.7.2:

(a) The subletting of all or any portion of the Premises, or assignment of this Lease to an "**Affiliated Company**" (defined below); and

(b) A Transfer that results from the merger of Tenant into a "**Successor Entity**" (defined below) or that results from the sale of all or substantially all of Tenant's assets to a Successor Entity.

12.7.2 Conditions. Tenant shall not have any right to assign this Lease or sublet the Premises under Section 12.7.1 above unless each of the following conditions precedent are satisfied:

(a) Tenant shall deliver to Landlord a Transfer Notice (and related information) as required by Subsection 12.1 above at least twenty (20) days prior to the effective date of such Transfer with evidence reasonably satisfactory to Landlord that the conditions of this Section have been satisfied;

(b) no Event of Default has occurred and is continuing;

(c) such Transferee shall use the Premises only for those uses expressly permitted by the terms of this Lease;

(d) such transaction is not entered into as a subterfuge to avoid the restrictions and provisions of this Article 12;

(e) Tenant shall remain fully liable under this Lease and the Transferee shall agree with Landlord to be jointly and severally liable with Tenant for all Lease obligations including, without limitation, the obligation to pay all Rent due under this Lease and Landlord shall have received an acceptable assignment and assumption agreement to such effect from Tenant and Transferee;

(f) such Transferee shall execute an agreement in favor of Landlord to be bound by all of the obligations of Tenant hereunder, including, without limitation, the obligation to pay all Rent and other charges due under this Lease;

(g) Landlord shall have received a written ratification agreement executed by each guarantor (if any) of this Lease;

(h) in the case of such a Permitted Transfer to an Affiliated Company, in addition to the foregoing conditions, the net worth, as determined in accordance with generally accepted accounting principles ("**GAAP**"), and the creditworthiness and financial condition of the proposed Transferee shall be substantially equal to or better than that of the original Tenant on the date hereof) based upon audited financial statements or equivalent financial information certified by Tenant's chief financial officer (the determination of creditworthiness shall take into account all of the considerations which an institutional investor in real estate would consider in evaluating the credit of the proposed Transferee).

(i) in the case of a Transfer to a "**Successor Entity**", in addition to the foregoing conditions, the creditworthiness and financial condition of the proposed Transferee immediately following the Permitted Transfer shall be substantially equal to or

better than the creditworthiness and financial condition of the original Tenant on the date hereof; the determination of such creditworthiness and financial condition under this Article 12 shall be based upon audited financial statements or equivalent financial information certified by the chief financial officer of such Successor Entity.

12.7.3 Defined Terms.

“**Affiliated Company**” shall mean: (a) any business or governmental entity that is controlled by, is under common control with, or that controls Tenant. For purposes of determining whether an entity is an “Affiliated Company,” the term “control” shall mean the possession of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership or voting securities (or other ownership interests) by contract or otherwise.

“**Successor Entity**” shall mean: (a) entity into which, or with which, Tenant, or its corporate successors or permitted assigns, is merged or consolidated, in accordance with applicable statutory provisions for the merger or consolidation of corporations, or otherwise as appropriate for the merger or consolidation of quasi-governmental entities, provided that by operation of law or by effective provisions contained in the instruments for merger, all of Tenant’s liabilities are assumed in writing by such successor entity or are assumed by the entity surviving such merger or consolidation (by written instrument acceptable to Landlord), or (b) an entity that acquires all of the equity interests in Tenant in order to effect a sale of Tenant’s business in lieu of a merger transaction, or (c) an entity acquiring this Lease, the good-will and all or substantially all of the other property and assets of Tenant.

“**Permitted Assignee**” shall mean any assignee that becomes the tenant under this Lease pursuant to a Permitted Transfer under this Section 12.7.

“**Permitted Subtenant**” shall mean any subtenant of a portion of the Premises that becomes a subtenant under this Lease pursuant to a Permitted Transfer under this Section 12.7.

“**Permitted Transfer**” shall mean a Transfer that is described in Section 12.7.1 and that is consummated in compliance with all of the applicable terms and conditions of this Section 12.7.

12.7.4 Effect of Transfer on Termination Rights. In the event of any Transfer under Section 12.1 to any Transferee (other than to a Successor Entity), such Transferee shall not have the benefit of the termination right provided under Article 19 of this Lease. As provided in Section 12.4, the Transfer of any interest in this Lease shall not release Tenant from any of its obligations or liabilities hereunder and Tenant shall remain primarily liable for the payment of all sums due under this Lease and the performance of all obligations under this Lease as set forth in Section 12.4 above.

ARTICLE 13. DEFAULTS AND REMEDIES

13.1 Events of Default. The occurrence of any one or more of the following events shall constitute an event of default (each an “**Event of Default**”) hereunder:

13.1.1 Non-payment of Annual Base Rent or Additional Rent. Failure by Tenant to pay any installment of Annual Base Rent, Additional Rent or any other amount, deposit, reimbursement or sum due and payable hereunder, upon the date when said payment is due; provided, however, on the first (1st) occasion only during any Lease Year with respect to Annual Base Rent, Landlord shall furnish Tenant with written notice of such failure and permit Tenant a five (5)-day period to cure such failure.

13.1.2 Certain Obligations. Failure by Tenant to perform, observe or comply with any non-monetary obligation contained in Section 7.6 ("**Hazardous Substances**") Section 7.5 ("**No Liens**") and Article 12 ("**Assignment and Subletting**") of this Lease.

13.1.3 Other Obligations. Failure by Tenant to perform any non-monetary obligation, agreement or covenant under this Lease other than those matters specified in Section 13.1 and Section 13.1.2, and such failure continues for thirty (30) days after written notice by Landlord to Tenant of such failure; provided, however, that if the nature of Tenant's obligation is such that more than thirty (30) days are required for performance, then Tenant shall not be in default if Tenant commences performance within such thirty (30)-day period and thereafter diligently and continuously prosecutes the same to completion within ninety (90) days following the date of Landlord's written notice with respect to such failure.

13.1.4 Assignment; Receivership; Attachment. (a) The making by Tenant of any arrangement or assignment for the benefit of creditors; (b) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or (c) the attachment, execution, or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days.

13.1.5 Bankruptcy. The admission by Tenant or Tenant's guarantor (if any) in writing of its inability to pay its debts as they become due, the filing by Tenant or Tenant's guarantor (if any) of a petition in bankruptcy seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, the filing by Tenant or Tenant's guarantor (if any) of an answer admitting or failing timely to contest a material allegation of a petition filed against Tenant or Tenant's guarantor (if any) in any such proceeding or, if within forty-five (45) days after the commencement of any proceeding against Tenant or Tenant's guarantor (if any) seeking any involuntary reorganization, or arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation by any of Tenant's creditors or such guarantor's creditors, such proceeding shall not have been dismissed.

13.1.6 Abandonment. Abandonment of the Premises by Tenant for a continuous period in excess of thirty (30) Business Days.

13.2 Remedies. If an Event of Default occurs, Landlord shall have the following rights and remedies, in addition to any and all other rights or remedies available to Landlord in law or equity:

13.2.1 Notice to Quit. Landlord shall have the right to deliver written notice to Tenant to quit possession and occupancy of the Premises and to declare the Lease terminated. Upon Landlord's termination of this Lease, Tenant shall quit and peaceably surrender the Premises, and all portions thereof, to Landlord, and Landlord shall have the right to receive all rental and other income of and from the same.

13.2.2 Right of Re-Entry. Landlord shall have the right, with or without terminating this Lease, to re-enter the Premises and take possession thereof by summary proceeding, eviction, ejectment or otherwise and may dispossess all other persons and property from the Premises. Tenant's property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant. No re-entry or taking possession of the Premises by Landlord pursuant to this Subsection 13.2.2 shall be construed as an election to terminate this Lease unless a written notice of such intention is given to Tenant or unless the termination thereof is decreed by a court of competent jurisdiction. Tenant thereby waives all statutory rights, including

without limitation the right to a notice to quit, notice before exercise of any prejudgment remedy, and any rights of redemption, all to the extent such rights may be lawfully waived.

13.2.3 Recovery of Rent and Damages. Landlord shall have the right to recover from Tenant all loss of Rent and other payments that Landlord may incur by reason of termination of the Lease, including, without limitation: (a) all Rent and other sums due and payable by Tenant as of the date of termination; (b) all Rent that would otherwise be payable for the remainder of the Term in accordance with the terms of this Lease; (c) all of Landlord's then unamortized costs of special inducements provided to Tenant (including without limitation rent concessions, tenant construction allowances, rent waivers, above building standard leasehold improvements, and the like); (d) the costs of collecting amounts due from Tenant under the Lease and the costs of recovering possession of the Premises (including attorneys fees and litigation costs); (e) the costs of curing Tenant's defaults existing at or prior to the date of termination; (f) all "**Reletting Expenses**" (as defined below); and (g) all Landlord's other reasonable expenditures arising from the termination. Tenant shall reimburse Landlord for all such items, and the same shall be due and payable immediately from time to time upon notice from Landlord that an expense has been incurred, without regard to whether the expense was incurred before or after the termination.

13.2.4 Acceleration of Future Rentals. Following termination of this Lease, Landlord, at its election, may demand to be indemnified for its loss of Rent (with respect to the period following such termination) by a lump sum payment representing the then present value of the amount of Rent that would have been paid in accordance with this Lease for the remainder of the Term minus the then present value of the aggregate fair market rent and additional charges payable with respect to the Premises for the remainder of the Term (if less than the Rent payable hereunder) estimated as of the date of termination, and taking into account Landlord's reasonable projections of vacancy and time required to re-lease the Premises. Landlord shall be entitled to recover from Tenant, and Tenant shall pay to Landlord, on demand, such amount as final damages for Tenant's default with respect to the Rents payable for the remainder of the Term as described above. In the computation of present value, the Federal Reserve discount rate (or equivalent) shall be employed.

13.2.5 Rents Due After Re-Entry by Landlord. If Landlord re-enters or otherwise takes possession of the Premises without terminating this Lease (but terminating only Tenant's right of possession in the Premises), then the Lease and Tenant's liabilities and obligations thereunder shall survive such action. In the event of any such termination of Tenant's right of possession, whether or not the Premises, or any portion thereof, shall have been relet, Tenant shall pay the Landlord a sum equal to the Rent and any other charges required to be paid by Tenant up to the time of such termination of such right of possession and thereafter Tenant, until the end of the Term, shall be liable to Landlord for and shall pay to Landlord: (a) the equivalent of the amount of the Rent payable under this Lease, less (b) the net proceeds of any reletting effected pursuant to the provisions hereof after deducting all of Landlord's Reletting Expenses. Tenant shall pay such amounts in accordance with the terms of this Subsection 13.2.5 as set forth in a written statement thereof from Landlord to Tenant (the "**Deficiency**") to Landlord in monthly installments on the days on which the Annual Base Rent is payable under this Lease, and Landlord shall be entitled to recover from Tenant each monthly installment of the Deficiency as the same shall arise. Tenant shall also pay to Landlord upon demand the costs incurred by Landlord in curing Tenant's defaults existing at or prior to the date of such termination, the cost of recovering possession of the Premises and the Reletting Expenses. Tenant agrees that Landlord may file suit to recover any sums that become due under the terms of this Section from time to time, and all reasonable costs and expenses of Landlord, including attorneys' fees and costs incurred in connection with such suits shall be payable by Tenant on demand.

13.2.6 Certain Terms Defined. For purposes of this Subsection 13.2.6, "**Reletting Alterations**" shall mean all repairs, changes, improvements, alterations or additions made by Landlord in or to the Premises to the extent deemed reasonably necessary by Landlord to prepare the Premises for the re-leasing following an Event of Default; and "**Reletting Expenses**" shall mean the reasonable expenses paid or incurred by Landlord in connection with any re-leasing of the Premises following an Event of Default, including, without limitation, marketing expenses, brokerage commissions, attorneys' fees, the costs of Reletting Alterations, tenant allowances and other economic concessions provided to the new tenant.

13.3 Landlord's Right to Cure Defaults. If the Tenant shall default in the observance or performance of any condition or covenant on Tenant's part to be observed or performed under or by virtue of any of the provisions of this Lease, and such default continues beyond any applicable notice and cure period or Landlord reasonably determines that an emergency exists, the Landlord, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the Tenant. If the Landlord makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligation incurred and costs, shall be paid upon demand to the Landlord by the Tenant as Additional Rent pursuant to Section 4.4 hereof and if not so paid with interest from its due date until paid at the lesser of eighteen percent (18%) per annum or the maximum legal rate that Landlord may charge Tenant.

13.4 Disposition of Tenant's Property. In addition to Landlord's rights under Section 8.4 hereof, Landlord shall have the right to handle, remove, discard or store in a commercial warehouse or otherwise, at Tenant's sole risk and expense, any of Tenant's Property that is not removed by Tenant at the end of the Term. Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. Tenant shall pay to Landlord, upon demand, any and all expenses incurred in such removal and all storage charges for such property so long as the same shall be in Landlord's possession or under Landlord's control.

13.5 Reletting. In connection with any reletting of the Premises following an Event of Default, Landlord shall be entitled to grant such rental and economic concessions and other incentives as may be customary for similar space in Hartford County, Connecticut. Landlord shall not be required to accept any tenant offered by Tenant or observe any instruction given by Tenant about such reletting or do any act or exercise any care or diligence with respect to such reletting or to the mitigation of damages.

13.6 No Accord and Satisfaction. Landlord may collect and receive any Rent due from Tenant, and the payment thereof shall not constitute a waiver of or affect any notice or demand given, suit instituted or judgment obtained by Landlord, or be held to waive, affect, change, modify or alter the rights or remedies that Landlord has against Tenant in equity, at law, or by virtue of this Lease. No receipt or acceptance by Landlord from Tenant of less than the monthly Rent herein stipulated shall be deemed to be other than a partial payment on account for any due and unpaid stipulated Rent; no endorsement or statement on any check or any letter or other writing accompanying any check or payment of Rent to Landlord shall be deemed an accord and satisfaction, and Landlord may accept and negotiate such check or payment without prejudice to Landlord's rights to (a) recover the remaining balance of such unpaid Rent, or (b) pursue any other remedy provided in this Lease.

13.7 Claims in Bankruptcy. Nothing herein shall limit or prejudice the right of Landlord to prove and obtain in proceeding for bankruptcy, insolvency, arrangement or reorganization by reason of the termination of this Lease, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether or not the amount is greater, equal to or less than the amount of the loss or damage that Landlord has suffered. Without limiting any of the provisions of this Article 13, if pursuant to the Bankruptcy Code, as

the same may be amended, Tenant is permitted to assign this Lease in disregard of the restrictions contained in Article 12, Tenant agrees that adequate assurance of future performance by the assignee permitted under the Bankruptcy Code shall mean the deposit of cash security with Landlord in any amount equal to all Rent payable under this Lease for the calendar year preceding the year in which such assignment is intended to become effective, which deposit shall be held by Landlord, without interest, for the balance of the term as security for the full and faithful performance of all of the obligations under this Lease on the part of Tenant yet to be performed. If Tenant receives or is to receive any valuable consideration for such an assignment of this Lease, such consideration, after deducting therefrom (a) the brokerage commissions, if any, and other expenses reasonably designated by the assignee as paid for the purchase of Tenant's property in the Premises, shall be and become the sole exclusive property of Landlord and shall be paid over to Landlord directly by such assignee. In addition, adequate assurance shall mean that any such assignee of this Lease shall have a net worth indicating said assignee's reasonable ability to pay the Rent, and abide by the terms of this Lease for the remaining portion thereof applying commercially reasonable standards.

13.8 **Arbitration.** Any dispute arising out of or relating to Article 5 of this Lease (with respect to the issues expressly stated therein) shall be submitted to and determined in binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be conducted before and by a single arbitrator selected by the parties who shall have a minimum of ten (10) years' experience in commercial real estate disputes and who shall not be affiliated with either Landlord or Tenant. If the parties have not selected an arbitrator within thirty (30) days of written demand for arbitration, the arbitrator shall be selected by the American Arbitration Association pursuant to the then current rules of that Association on application by either party. The arbitrator shall have authority to fashion such just, equitable and legal relief as such arbitrator, in such arbitrator's sole discretion, may determine, provided, however, the arbitrator shall not be authorized to award consequential, special, indirect or punitive damages. The parties agree that the arbitration hearing shall be held within thirty (30) Business Days following notification to the parties of the appointment of such arbitrator, and that the arbitration proceedings shall be concluded within thirty (30) Business Days following the first scheduled arbitration hearing. At the arbitration hearing each party shall present its position (including the right to present witness testimony) and rebuttal within the time period established by the arbitrator (which shall be the same for both parties). Each party shall bear all its own expenses of arbitration and shall bear equally the costs and expenses of the arbitrator. All arbitration proceedings shall be conducted in the City of Hartford, State of Connecticut. The arbitrator's decision shall be final and binding on the parties. Landlord and Tenant further agree that they will faithfully observe this agreement and rules, and that they will abide by and perform any award rendered by the arbitrator and that a judgment of the court having jurisdiction may be entered upon the award. The duty to arbitrate shall survive the cancellation or termination of this Lease.

13.9 **Waivers.**

13.9.1 **PREJUDGMENT REMEDIES.** TENANT HEREBY REPRESENTS, COVENANTS AND AGREES THAT IT IS ENGAGED PRIMARILY IN COMMERCIAL PURSUITS, AND THAT THE LEASE IS A "COMMERCIAL TRANSACTION" WITHIN THE MEANING OF SECTION 52-278a(a) OF THE CONNECTICUT GENERAL STATUTES (REV. 1958), AS AMENDED. TENANT HEREBY WAIVES ALL RIGHTS TO NOTICE, PRIOR JUDICIAL HEARING OR COURT ORDER UNDER SECTION 52-278a ET SEQ. OF THE CONNECTICUT GENERAL STATUTES (REV. 1958) AS AMENDED OR UNDER ANY OTHER STATE OR FEDERAL LAW WITH RESPECT TO ANY PREJUDGMENT REMEDIES THE LANDLORD MAY EMPLOY TO ENFORCE ITS RIGHTS AND REMEDIES HEREUNDER.

13.9.2 **TRIAL BY JURY.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, LANDLORD AND TENANT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER AGAINST THE OTHER ON ANY MATTER

WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, OR TENANT'S USE OR OCCUPANCY OF THE PREMISES, OR ANY EMERGENCY OR OTHER STATUTORY REMEDY WITH RESPECT THERETO.

ARTICLE 14. SUBORDINATION; ATTORNMEN AND RIGHTS OF MORTGAGE HOLDERS

14.1 Subordination, Attornment.

14.1.1 Subordination. Tenant acknowledges that Landlord is now, or may be in the future, a tenant under a lease of the Land and/or entire Property of which the Premises forms a part. This Lease is and shall be, at Landlord's option, subject and subordinate to all ground or underlying leases and to all mortgages, deeds of trust or liens resulting from any other method of financing or refinancing which now or hereafter affects such leases or the real property of which the Premises forms a part and to all renewals, modifications, consolidations, replacements and extensions thereof (each, a "Mortgage"). This Section shall be self-operative and no further instrument of subordination shall be necessary. In confirmation of such subordination, Tenant shall execute promptly any certificate that Landlord may request.

14.1.2 Attornment. In the event that any ground or underlying lease is terminated, or any Mortgage is foreclosed or title transferred as a result of a deed-in-lieu of foreclosure, this Lease shall not terminate or be terminable by Tenant unless Tenant is specifically named in any termination or foreclosure judgment or final order, and Tenant shall attorn to any such successor landlord and recognize such landlord as Landlord under this Lease. In the event of a sale or assignment of Landlord's interest in the Property of which the Premises forms a part, Tenant shall attorn to the purchaser and recognize such purchaser as Landlord under this Lease. In the event that any ground or underlying lease is terminated as aforesaid or any Mortgage is foreclosed or the property transferred by deed-in-lieu of foreclosure, Tenant agrees, at Landlord's, master landlord's, trustee's or Mortgagee's option, to enter into a new lease covering the Premises for the remaining Term and otherwise on the same terms, conditions and rentals as herein contained. Tenant hereby appoints Landlord, master landlord, trustee or Mortgagee, as applicable, as Tenant's irrevocable attorney-in-fact to execute any documents required to carry out the intent of this Section on behalf of Tenant.

14.1.3 Rights of Mortgagees. Notwithstanding anything contained in this Lease to the contrary, if any Mortgagee elects to have this Lease made superior to its Mortgage, then, upon Tenant being notified to that effect by such Mortgagee, this Lease shall be deemed prior to the lien of said Mortgage, whether this Lease is executed prior to or subsequent to the date of said Mortgage. With respect to any future Mortgages resulting from any other method of financing or refinancing or any future ground or underlying leases hereafter affecting the Lease or the Property of which the Premises forms a part, Tenant's agreements in Section 14.1.1 are subject to Tenant's receipt from the future Mortgagee (or other superior interest holder) a subordination, non-disturbance and attornment agreement ("SNDA") on Mortgagee's then standard form; which shall include Mortgagee's agreement that following its acquisition of title to the Property (whether by foreclosure, deed-in-lieu of foreclosure or otherwise) it will recognize this Lease and agree that Tenant will be permitted to remain in undisturbed possession, use and occupancy of the Premises (as long as Tenant is not in default under the terms and conditions of this Lease after written notice by Landlord and the expiration of any applicable grace and cure periods).

14.1.4 SNDA from Current Mortgagee. Upon Tenant's written request following the full execution of this Lease, and at Tenant's expense, Landlord shall use good faith efforts to request from the holder of any first Mortgage an SNDA, which shall be on such Mortgagee's standard

form. In the interest of clarity, the Lease shall not be contingent upon Landlord obtaining an SNDA.

14.2 **Limitation of Mortgagees' Liability.** Notwithstanding any other provision of this Lease to the contrary, no holder of any such Mortgage shall be obligated to perform or liable in damages for failure to perform any of Landlord's obligations under this Lease unless and until such holder shall foreclose such mortgage or otherwise acquire title to the Property, and then shall only be liable for Landlord's obligations arising or accruing after such foreclosure or acquisition of title. No such holder shall ever be obligated to perform or be liable in damages for any of Landlord's obligations arising or accruing before such foreclosure or acquisition of title. Such holder's obligations and liabilities shall in any event be subject to, and holder shall have the benefit of, Section 16.15 hereof. Tenant shall never pay the Annual Base Rent, Additional Rent or any other charge more than ten (10) days prior to the due date thereof, and any payments made by Tenant in violation of this provision shall be a nullity as to such holder, and Tenant shall remain liable to such holder therefor. Tenant agrees on request of Landlord to execute and deliver from time to time any agreement which may be necessary to implement the provisions of this Section 14.2.

14.3 **Estoppel Certificates.** Tenant shall at any time, and from time to time, upon not less than ten (10) Business Days prior written notice from Landlord execute, acknowledge and deliver to Landlord, to any prospective purchaser, or Mortgagee, a written certificate of Tenant in such form as may be reasonably required by Landlord or such other person with respect to such factual matters concerning this Lease as may be reasonably required by such persons requesting the same. It is intended that any such certificate of Tenant delivered pursuant to this Section 14.4 may be relied upon by Landlord and any prospective purchaser or the Mortgagee of any part of the Building.

14.4 **Quiet Enjoyment.** Upon Tenant paying the Annual Base Rent and Additional Rent and performing all of Tenant's obligations under this Lease, Tenant may peacefully and quietly enjoy the Premises during the Term as against all persons or entities lawfully claiming by or through Landlord; subject, however, to the provisions of this Lease and to the rights of Landlord's Mortgagee.

14.5 **Mortgagee Approval.** Landlord and Tenant hereby agree that this Lease is subject to the review and approval of Landlord's Mortgagee in accordance with the terms of the mortgage loan documents executed by Landlord in connection with its financing of the Property. Landlord shall submit this Lease to its Mortgagee promptly upon Tenant's execution and delivery of this Lease to Landlord, and Landlord shall promptly advise Tenant of its Mortgagee's decision.

ARTICLE 15. NOTICES

15.1 **Manner of Notice.**

15.1.1 **Notices; Addresses.** All notices, demands and other communications ("notices") permitted or required to be given under this Lease shall be in writing and sent by personal service, facsimile transmission (if a copy thereof is also sent on the same day by a nationally recognized overnight courier service), US Postal Service certified mail (postage pre-paid) return receipt requested or by a nationally recognized overnight courier service to the following addresses or to such other address as either Landlord or Tenant may designate as its new address for such purpose by notice given to the other in accordance with the provisions of this Section 15.1:

If to Tenant (prior to Commencement Date):	CT Health Insurance Exchange 450 Capitol Avenue, MS#52HIE Hartford, CT 06106-1379 Attention: Peter VanLoon, Chief Operating Officer Facsimile: (860) 418-6397
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If to Tenant (after Commencement Date): CT Health Insurance Exchange
280 Trumbull Street
Hartford, CT 06103
Attention: Peter VanLoon, Chief Operating Officer
Facsimile: _____

With copies (prior to the Commencement Date): Shipman & Goodwin LLP
One Constitution Plaza
Hartford, CT 06103
Attention: Attorney Mary Jo Andrews
Facsimile: (860) 251-5213

If to Landlord: Grunberg 280 Trumbull, LLC
928 Broadway, Suite 200
New York, New York 10010
Attention: Susan Donahue
Facsimile: (212) 586-9833

With copies to: Grunberg Management, LLC
280 Trumbull Street
Hartford, CT 06103
Attention: Property Manager
Facsimile: (860) 525-4978

15.1.2 Delivery. Notices shall be deemed to have been given (a) when hand-delivered (provided that delivery shall be evidenced by a receipt executed by or on behalf of the addressee) if personal service is used, (b) on the date of transmission (with transmission confirmation) if sent before 4:00 p.m. (Hartford time) on a Business Day when facsimile transmission is used, (c) the sooner of the date of receipt or the date that is three (3) Business Days after the date of mailing thereof if sent by postage pre-paid registered or certified mail, return receipt requested, and (d) one (1) Business Day after being sent by Federal Express or other reputable overnight courier service (with delivery evidenced by written receipt) if overnight courier service is used.

ARTICLE 16 MISCELLANEOUS

16.1 Brokers. Landlord and Tenant warrant to each other that they have had no dealings with any broker, agent or finder in connection with this Lease except CLW Realty Group, Inc. (the "Tenant's Broker") and CBRE-N.E. Partners, LP (together, the "Brokers"). Landlord agrees to pay the commissions due to the Tenant's Broker (through CBRE-N.E. Partners, LP) pursuant to a separate agreement. Both parties hereto agree to protect, indemnify and hold harmless the other from and against any and all expenses with respect to any compensation, commissions and charges claimed by any other broker, agent or finder not identified above with respect to this Lease or the negotiation thereof that is made by reason of any action or agreement by such party. In the event that Landlord fails to timely pay the brokerage commission due to Tenant's Broker pursuant to the terms and conditions of such separate agreement and Tenant provides written notice of such delinquency to Landlord, Landlord shall pay such brokerage commission within five (5) business days thereafter; subject, however, to the condition that if Landlord fails to pay such brokerage commission to Tenant's Broker within such 5-day period, then Tenant shall have the right to pay the stipulated brokerage commission to Tenant's Broker. In the event that Tenant pays such brokerage commission to Tenant's Broker under the immediately preceding sentence, then Tenant shall have the right to deduct the amount of the brokerage commission from the installment or installments of Rent thereafter becoming due and payable hereunder, subject to the condition that Tenant provides Landlord and Landlord's Mortgagee with at least ten (10) days prior written

notice of its intention to deduct such payment and the amounts and dates of the proposed deductions scheduled from the scheduled Rent payments.

16.2 **Building Name.** The Building and the Property may be known by such name as Landlord, in its sole discretion, may elect, and Landlord shall have the right from time to time to change such designation or name without Tenant's consent upon prior written notice to Tenant.

16.3 **Authority.** If a party signs as a corporation, limited liability company, partnership, or other business entity, each person executing this Lease on behalf of such party hereby covenants and warrants that such party is a duly authorized and existing entity, that such party is duly qualified to do business in Connecticut, that such party has full right and authority to enter into this Lease, and that each person signing on behalf of such party is duly authorized to do so and that no other signatures are necessary. Upon request, such party shall provide the requesting party with evidence reasonably satisfactory to the requesting party confirming the foregoing covenants and warranties.

16.4 **Interpretation.** The words "Landlord" and "Tenant" as used herein shall include the plural as well as the singular. The words used in neuter gender include the masculine and feminine. If there is more than one Tenant, the obligations under this Lease imposed on Tenant shall be joint and several. If there is more than one Landlord entity, the obligations under this Lease imposed on Landlord shall be joint and several. The captions preceding the articles of this Lease have been inserted solely as a matter of convenience and such captions in no way define or limit the scope or intent of any provision of this Lease. This Lease may be executed in several counterparts and by each party on a separate counterpart, each of which, when so executed and delivered, shall be an original and all of which together shall constitute one instrument.

16.5 **Modifications.** Neither this Lease nor any term or provision hereof may be changed, waived, discharged or terminated orally, and no breach thereof shall be waived, altered or modified, except by a written instrument signed by the party against which the enforcement of the change, waiver, discharge or termination is sought. Any right to change, waive, discharge, alter or modify, or terminate this Lease shall be subject to the prior express written consent of Landlord's Mortgagee.

16.6 **Severability.** If any provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and enforceable to the full extent permitted by law.

16.7 **Entire Agreement.** Landlord's employees, representatives and agents have no authority to make or agree to make a lease or any other agreement or undertaking in connection herewith. The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the Premises, and this document shall be effective and binding only upon the execution and delivery hereof by both Landlord and Tenant. This Lease, including the Exhibits hereto, which are made part of this Lease, contain the entire agreement of the parties and all prior negotiations and agreements are merged herein. Neither Landlord nor Landlord's agents have made any representations or warranties with respect to the Premises, the Building or this Lease except as expressly set forth herein, and no rights, easements or licenses are or shall be acquired by Tenant by implication or otherwise unless expressly set forth herein.

16.8 **No Merger.** There shall be no merger of this Lease or of the leasehold estate hereby created with the fee estate in the Premises or any part thereof by reason of the fact that the same person may acquire or hold, directly or indirectly, this Lease or the leasehold estate hereby created or any interest in this Lease or in such leasehold estate as well as the fee estate in the leasehold Premises or any interest in such fee estate.

16.9 **Easements.** Landlord reserves the right, from time to time, to grant easements and rights, make dedications, agree to restrictions and record maps affecting the Property as Landlord may deem necessary or desirable, so long as such easements, rights, dedications, restrictions, and maps do not unreasonably interfere with the use of the Premises by Tenant; and this Lease shall be subordinate to such instruments.

16.10 **Bind and Inure.** The terms, provisions, covenants and conditions contained in this Lease shall bind and inure to the benefit of Landlord and Tenant, and, except as otherwise provided herein, their respective heirs, legal representatives, successors and assigns. If two or more individuals, corporations, partnerships or other business associations (or any combination of two or more thereof) shall sign this Lease as Tenant, the liability of each such individual, corporation, partnership or other business association to pay Rent and perform all other obligations hereunder shall be deemed to be joint and several. All indemnifications contained herein or made in writing pursuant to the terms of this Lease by or on behalf of Tenant or Landlord shall be deemed material and shall survive expiration or sooner termination of this Lease.

16.11 **Remedies Cumulative; No Waiver.** No remedy or election hereunder shall be deemed exclusive, but shall wherever possible, be cumulative with all other remedies at law or in equity. No waiver of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach of the same or any other provision. No waiver of any breach shall affect or alter this Lease, but each and every term, covenant and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. No reference to any specific right or remedy shall preclude the exercise of any other right or remedy permitted hereunder or that may be available at law or in equity. No failure by Landlord to insist upon the strict performance of any agreement, term, covenant or condition hereof, or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent during the continuance of any such breach, shall constitute a waiver of any such breach, agreement, term, covenant or condition.

16.12 **Tenant's Financial Statements.** Tenant shall furnish Landlord annually, within ninety (90) days after the end of each fiscal year of Tenant, copies of the balance sheets of Tenant, as at the close of such fiscal year, and statements of income and retained earnings of Tenant for such year, prepared in accordance with generally accepted accounting principles and audited by Tenant's independent certified public accountants. Tenant also agrees to furnish to Landlord within ten (10) days following Landlord's written request therefor, copies of such financial statements identified above as are then available and financial statements for the then current fiscal year prepared in accordance with generally accepted accounting principles on an unaudited basis certified as true and correct by such company's chief financial officer. Notwithstanding the foregoing, during any period that the Tenant is Connecticut Health Insurance Exchange, the form of the financial statements deliverable to Landlord hereunder shall be acceptable if in substantially the same form as the financial information delivered to Landlord by Tenant prior to the date hereof in connection with Landlord's review of Tenant credit for this Lease or in the form of audited financial statements customarily prepared for quasi-governmental agencies of the State of Connecticut like the Connecticut Health Insurance Exchange. In addition, such form of financial report shall also be sufficient for Connecticut Health Insurance Exchange with respect to the financial statements deliverable under Section 17.1.5.

16.13 **Landlord's Representations.** Landlord warrants and represents that to the best of Landlord's knowledge:

- A. Landlord has fee simple title to the Building and has fee simple title or long-term leasehold title to the Land.

- B. There are no easements, covenants, restrictions or other encumbrances of record that will interfere with Tenant's ability to use the Premises for the purposes expressly permitted by Section 7.1 above.
- C. No zoning law or other legal requirement prohibits the use of the Premises for the purposes expressly permitted under this Lease.

16.14 **Attorneys' Fees.** If on account of any default by Tenant in Tenant's obligations under the terms of this Lease, it becomes necessary or appropriate for Landlord to employ attorneys or other persons to enforce any of Landlord's rights or remedies hereunder, Tenant shall pay upon demand as Additional Rent hereunder all reasonable fees of such attorneys and other persons and all other costs of any kind so incurred.

16.15 **Landlord Approvals.** Whenever Tenant is required to obtain Landlord's consent hereunder, Tenant agrees to reimburse Landlord all reasonable out-of-pocket expenses incurred by Landlord, including reasonable attorney's fees in order to review documentation or otherwise determine whether to give its consent. Tenant shall pay Landlord's invoice for any such amounts within ten (10) days following Landlord's delivery of its invoice therefor. Any provision of this Lease which requires the Tenant to obtain Landlord's consent to any proposed action by Tenant shall not be the basis for an award of damages or give rise to a right of setoff on Tenant's behalf, but may be the basis for a declaratory judgment or injunction with respect to the matter in question.

16.16 **Landlord's Liability.** Tenant shall look only to Landlord's estate in the Property (or the proceeds thereof) for the satisfaction of Tenant's remedies with respect to any liability, default or obligation of Landlord under this Lease or otherwise regarding Tenant's leasing, use and occupancy of the Premises pursuant hereto, including without limitation for the collection of any monetary obligation, judgment or other judicial process requiring the payment of money by Landlord. Neither Landlord nor any of its members, stockholders, officers, directors, partners, trustees, beneficiaries or employees shall be personally liable hereunder, nor shall any of its or their property, other than the Property, be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's said remedies. Landlord shall not under any circumstances be liable for any special, indirect or consequential damages of Tenant, including lost profits or revenues. No owner of the Property shall be liable under this Lease except for breaches of Landlord's obligations occurring while such party owns the Property.

16.17 **Time of Essence.** **TIME IS OF THE ESSENCE** with respect to the due performance of the terms, covenants and conditions herein contained; provided, however, that no delay or failure to enforce any of the provisions herein contained and no conduct or statement shall waive or affect any of the rights hereunder of Landlord or Tenant, as applicable.

16.18 **Governing Law.** This Lease and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with the laws of the State of Connecticut, without regard to conflicts of law principles that would require application of any other law.

16.19 **Force Majeure.** Whenever a period of time is prescribed for action to be taken by Tenant or Landlord under this Lease, such party shall not be liable or responsible for, and there shall be excluded from the computation of any applicable periods of time, any delays due to Force Majeure, provided, that: (a) nothing contained in this Section or elsewhere in this Lease shall be deemed to excuse or permit any delay in the payment of any sums of money required hereunder, or any delay in the cure of any default which may be cured by the payment of money; (b) performance of any particular obligation shall only be excused hereby during the period that such Force Majeure event actually causes such party to be prevented from such performance; (c) no reliance by Tenant upon this Section shall limit or restrict in any way Landlord's right of self-help as provided in this Lease.

ARTICLE 17 EXTENSION RIGHT

17.1 **Right to Extend.** Landlord grants Tenant the option to extend this Lease with respect to the entire Premises for one (1) additional period of sixty (60) months (the "**Extension Period**") subject to each and all of the following terms and conditions (the "**Extension Option**");

17.1.1 **No Assignment or Sublease.** The Extension Option may not be exercised by, or assigned or otherwise transferred to any person or entity voluntarily or involuntarily, except the Tenant named in this Lease or permitted Transferee which becomes the assignee of this Lease under Section 12.1. The parties hereto agree that if Tenant assigns any of its interest in this Lease or subleases the Premises (or any portion thereof) to any other person, this Extension Option shall terminate immediately without the need for any act or notice by either party to be effective.

17.1.2 **Manner of Notice.** Tenant shall have delivered to Landlord written notice (the "**Extension Notice**") of the exercise of the Extension Option not sooner than three hundred sixty-five (365) days prior to the Expiration Date and not later than two hundred seventy (270) days prior to the Expiration Date, time being of the essence. If an Extension Notice is not so delivered, Tenant's Extension Option shall automatically expire.

17.1.3 **Effect of Default.** Tenant's right to exercise the Extension Option shall be suspended at the election of Landlord during any period in which an Event of Default has occurred and is continuing, but the period of time within which the Extension Option may be exercised shall not be extended. Notwithstanding Tenant's due and timely exercise of the Extension Option, if, after such exercise and prior to the effective date of the Extension Option an Event of Default occurs under this Lease that is not cured within the applicable grace period, if any, Landlord shall have the right to cancel Tenant's exercise of the Extension Option by delivery of written notice to Tenant.

17.1.4 **New Rent.** The Annual Base Rent for the Extension Period shall be equal to the greater of: (a) the Annual Base Rent during the final Lease Year of the Initial Term, or (b) the then prevailing fair market rental rate (such prevailing fair market rental rate, the "**Market Rent**") for Tenant's space. During the Extension Period the Additional Rent shall continue to be payable as provided in the Lease and all of the terms, conditions and covenants of this Lease shall apply. Whether the Annual Rent for the Extension Period is determined under clause (a) or clause (b) above, Base Taxes and Base Expenses applicable during this Extension Period shall be the actual amount of Taxes and Operating Expenses, respectively, for the last Lease Year of the Initial Term.

17.1.5 **Financial Condition.** At the time Tenant exercises an Extension Option and at the beginning of the related Extension Period, Tenant and the guarantor hereof, if any, shall each have a financial net worth as determined in accordance with generally accepted accounting principles (based upon current, detailed audited financial statements provided to Landlord) equal to or greater than their respective net worths on the date hereof. Guarantor shall extend its guaranty by the execution and delivery of documents in form and substance acceptable to Landlord.

17.2 **Market Rent Notice.** If Tenant properly exercises its Extension Option, Landlord shall provide Tenant with written notice (the "**Market Rent Notice**") of the rate of the Market Rent (as determined by Landlord for a sixty (60) month term) and the Annual Base Rent for the Extension Period within ninety (90) Business Days of Landlord's receipt of the Extension Notice, (which Market Rent shall include a redecoration allowance up to Five and 00/100 Dollars \$5.00 per rentable square foot of the area of the Premises). Tenant shall respond in writing to Landlord within twenty (20) days following Landlord's

delivery of its Market Rent Notice (the "Tenant Response Period") stating whether Tenant agrees or disagrees with the Annual Base Rent determined by Landlord. If the parties agree on the Annual Base Rent for the Extension Period during the Tenant Response Period, they shall execute an amendment to this Lease within ten (10) Business Days stating the Extension Period, the Annual Base Rent and any related terms and conditions. Otherwise, the Market Rent shall be determined in accordance with Section 17.3.

17.3 **Dispute**. If the parties are unable to agree on the Annual Base Rent for the Extension Period within the Tenant Response Period, the Market Rent shall be determined by appraisal as set forth below in order to establish the Annual Base Rent for the Extension Period and Landlord and Tenant shall be bound by the results of the appraisal. Notwithstanding the submission of the issue of Market Rent to appraisal, if such Annual Base Rent has not been established pursuant to Section 17.4 prior to the commencement of the Extension Period, Annual Base Rent for the next ensuing Lease Year of the Term shall be paid at the Annual Base Rent established by Landlord in its Market Rent Notice until the appraisal is completed. If, upon completion of the appraisal, it is determined that Market Rent is less or more than that set by Landlord, then an adjustment based upon such lower or greater rent shall be made based on the number of months therefor paid by Tenant but in no event shall rent be lower than that paid for the final Lease Year of the Initial Term. In no event shall the extension of the Term be affected by the determination of the Annual Base Rent, such exercise of the Extension Option being fixed at the time at which Tenant delivers the Extension Notice.

17.4 **Appraisal**. When the terms of this Lease provide that Market Rent shall be determined by appraisal, the following appraisal procedures shall apply:

17.4.1 **Selection of Appraisers**. Within five (5) Business Days following the end of the Tenant Response Period, each of Tenant and Landlord shall choose a real estate appraiser who is a member of the American Institute of Appraisers and has at least five (5) years' full time commercial appraisal experience in Hartford County and shall notify the other party in writing of its selection. If a party does not appoint an appraiser within such five (5) day period, the single appraiser appointed shall be the sole appraiser and shall establish the Market Rent for the Extension Term;

17.4.2 **Selection of Third Appraiser**. If the two (2) appraisers are appointed by the parties as stated above, they shall meet within five (5) Business Days following their appointment in accordance with Subsection 17.4.1 above, and the appraisers selected shall select a third appraiser meeting the qualifications as set forth in Subsection 17.4.1 above; if the two (2) appraisers fail to select the third appraiser within such time period, either of the parties to this Lease by giving ten (10) days' notice to the other party can apply to the then president of the county real estate board of Hartford County, or to the presiding judge of the Superior Court for the Judicial District in which the Property is located for the selection of a third appraiser who meets the qualifications stated in "(a)" above. Each of the parties shall bear one-half (1/2) of the cost of appointing the third appraiser and of paying the third appraiser's fee. The third appraiser, however selected, shall be a person who has not previously acted in any capacity for either party;

17.4.3 **Decision by Appraisers**. Within fifteen (15) Business Days after their appointment, the appraisers shall determine the Market Rent for the Premises for the Extension Period, and shall notify Tenant and Landlord of such determination within three (3) days thereafter, which determination shall be final and binding upon Tenant and Landlord. If the appraisers are unable to agree upon the Market Rent, the Market Rent will be deemed to be the average of the Market Rents proposed by the appraisers, except that (i) if the lowest proposed fair market rent is less than ninety percent (90%) of the second to lowest proposed Market Rent, the lowest proposed Market Rent will automatically be deemed to be ninety percent (90%) of the second to lowest proposed Market Rent and (ii) if the highest proposed Market Rent is greater

than one hundred ten percent (110%) of the second to highest proposed Market Rent, the highest proposed Market Rent will automatically be deemed to be one hundred ten percent (110%) of the second to highest proposed Market Rent;

17.4.4 Allocation of Expenses. Landlord and Tenant shall each pay one-half (1/2) of the expense of the appraisers' fees.

17.4.5 Guidelines for Appraisal. For the purpose of determining Market Rent, the parties shall use as a guideline the average rental rates for the then market rent for similar available space in buildings of similar age and class in the same geographic area, the City of Hartford CBD market.

17.5 Amendment. Within ten (10) days following the establishment of the Market Rent and the resulting Annual Base Rent with respect to the Extension Period pursuant to the appraisal procedure set forth above, Landlord and Tenant shall execute an amendment to this Lease confirming the Annual Base Rent payable with respect to the Extension Period. Each such amendment shall set forth the Extension Period, the applicable Annual Base Rent and any related terms and conditions.

17.6 Extension Allowance.

17.6.1 Landlord's Obligation. If any repairs, improvements, alterations or work should be necessary to prepare or refurbish the Premises for Tenant's use and occupancy during the Extension Period, Tenant shall perform such additional work at its own cost and expense, in compliance with the terms of this Lease. Landlord agrees to pay Tenant an allowance of up to Seventy One Thousand Five Hundred and 00/100 Dollars (\$71,500.00) (\$5.00 per square foot of the rentable square foot area of the Premises) (the "**Extension Allowance**") to reimburse Tenant for the cost of tenant improvements constructed by Tenant to prepare the Premises for Tenant's business operations during the Extension Period, subject to Tenant's due exercise of the Extension Option and the terms and conditions of this Section 17.6. The Extension Allowance shall be payable upon the commencement of the Extension Period. In no event shall Landlord be obligated to pay any of such Extension Allowance if an Event of Default has occurred and is outstanding.

17.6.2 Tenant's Alterations; Standards. Tenant's proposed repairs, improvements, alterations and construction work for the Premises (and the plans and specifications therefor) shall be subject to Landlord's prior review and approval. All such tenant improvements will be designed and constructed in compliance with all applicable current laws and codes and in a good and first-class workmanlike manner and otherwise in accordance with the terms and conditions of this Lease, including the requirement that such work be of the same quality as the Landlord's current "Building Standard" construction and finishes for the Building.

17.6.3 Disbursement Conditions. The Extension Allowance shall be payable (in minimum increments of at least \$25,000.00 and not more often than monthly) by Landlord to Tenant within thirty (30) days following Tenant's delivery of the following items to Landlord: (a) copies of reasonably detailed paid invoices for the construction work and improvements completed at the Premises; (b) a copy of the building permits for the construction of the new tenant improvements in the Premises and a certificate of occupancy for the tenant improvement work constructed at the Premises; (c) evidence reasonably satisfactory to Landlord that the work that is the subject of the request for payment has been permitted and completed in accordance with all applicable laws and codes; (d) evidence reasonably satisfactory to Landlord of the lien-free completion of the work by Tenant's general contractor and sub-contractors; and (e) such other commercially reasonable evidence as Landlord may reasonably request.

17.6.4 Unused Extension Allowance Monies. Tenant's right to receive the Extension Allowance shall terminate at the end of the Extension Period. Tenant shall not have any right to receive (whether by credit, cash payment or otherwise) any unused portion of the Extension Allowance.

17.6.5 Effect of Exercise of Right of First Refusal. In the event that Tenant exercises its "Right of First Refusal" (as defined in Section 18.1 below) and the Initial Term of this Lease is extended by operation of Section 18.2(d) for a period of less than sixty (60) months, then Tenant's Extension Allowance shall be proportionately reduced to the amount which is equal to the Extension Allowance multiplied by a fraction, the numerator of which is the number of months in the extension period established by operation of Section 18.2(d) and the denominator of which is sixty (60).

ARTICLE 18 RIGHT OF FIRST REFUSAL

18.1 Conditions Precedent. Landlord hereby grants Tenant a "one-time" right (the "Right of First Refusal") to lease space that becomes available for lease on the 15th floor of the Building (the "First Refusal Space") during the Initial Term subject to the following conditions

(a) Condition for Effectiveness. The Right of First Refusal shall not become effective or exercisable until and unless Tenant's "Termination Option" (as defined in Section 19.1 below) has expired by its terms without exercise by Tenant (and Tenant shall have acknowledged the same in writing to Landlord), or Tenant has delivered written notice to Landlord unconditionally waiving its Termination Right;

(b) Right of First Refusal. This Right of First Refusal shall only be exercisable by the Tenant named in this Lease or a permitted Transferee which becomes the assignee of this Lease, and shall not be assigned or otherwise transferred to, any person or entity, voluntarily or involuntarily. Tenant shall only be permitted to lease the First Refusal Space for its own use and occupancy. The parties hereto agree that if Tenant otherwise assigns any of its interest in this Lease or Right of First Refusal or subleases the Premises (or any portion thereof), this Right of First Refusal shall terminate immediately without the need for any act or notice by either party to be effective;

(c) No Default. At the time the Landlord is required to notify Tenant of a "Third Party Offer" (defined below) and at the time Tenant exercises its Right of First Refusal, no Event of Default shall have occurred and be continuing;

(d) Financial Condition. At the time the Landlord is required to notify Tenant of a Third Party Offer and at the time Tenant exercises its Right of First Refusal, Tenant shall have a financial net worth as determined in accordance with generally accepted accounting principles (based upon current, detailed audited financial statements provided to Landlord) equal to or greater than their respective net worth on the date hereof). In addition, Landlord may require the delivery of additional security in connection with such leasing of the First Refusal Space; and

(e) Other Tenant Rights. Tenant's right to exercise its Right of First Refusal with respect to the First Refusal Space is subject and subordinate to the exercise of any leasing rights granted by Landlord to other Building tenants prior to the date of this Lease, if any.

18.2 Right of First Refusal.

(a) Landlord's Notice. Subject to the conditions stated above in this Article 18, in the event that Landlord receives a written offer from a third party to lease the First Refusal Space that

Landlord intends to accept (the "Third Party Offer"), Landlord shall furnish written notice (the "Landlord's Notice") to Tenant of such fact. The Landlord's Notice shall identify the space to be leased, the identity of the third party prospective tenant and the terms of the Third Party Offer. Within five (5) Business Days following its receipt of Landlord's Notice, Tenant shall have the right to lease the space described in the Landlord's Notice by accepting the Third Party Offer by written notice to Landlord;

(b) Leasing Terms Applicable to Tenant Expansion. Notwithstanding the express terms contained in the Third Party Offer, the following terms shall apply to Tenant's leasing of the First Refusal Space with respect to those matters expressly stated below:

(i) Provided that the Initial Term has at least twenty-four (24) full calendar months remaining until the Expiration Date (as measured from the rent commencement date of the lease of the First Refusal Space), then the term of the lease of the Refusal Space shall be the balance of the Initial Term;

(ii) The annual base rent payable by Tenant with respect to the First Refusal Space shall be set at the same rate of Annual Base Rent that is payable under this Lease for the balance of the Term (without the benefit of any abatement that may be applicable to the Premises initially leased hereby under Section 4.1.3);

(iii) If there are less than twenty-four (24) months remaining in the Initial Term (as measurement for the rent commencement date of the First Refusal Space), then Tenant's exercise of the Right of First Refusal shall require Tenant's simultaneous exercise of its Extension Option, in accordance with the terms of Section 18.2(d) below and the leasing term stated therein shall apply;

(iv) In connection with the leasing of the First Refusal Space, Tenant shall receive a tenant improvement allowance (expressed as a dollar amount "per rentable square foot" with reference to the total rentable square foot area of the First Refusal Space), which shall be the amount obtained by multiplying \$20.00 (per rentable square foot) by a fraction, the numerator of which is the number of months in the term of the lease of the First Refusal Space (i.e. months for which rent is payable) and the denominator of which is sixty (60); The only allowance applicable to the Premises initially leased hereby is the Extension Allowance provided by Section 17.6 which shall also be subject to reduction by proration pursuant to the terms of Section 17.6.5 hereof;

Within five (5) Business Days following Tenant's written notice of acceptance of the Third Party Offer, Tenant shall execute an amendment of this Lease (or other lease instrument requested by Landlord) to evidence Tenant's obligation to lease such First Refusal Space in accordance with the terms of the Third Party Offer. Landlord shall only be required to provide Tenant with such Right of First Refusal on one (1) occasion only.

(c) Landlord's Rights. In the event that Tenant fails to exercise its Right of First Refusal in accordance with the terms and conditions hereof, including Tenant's failure to notify Landlord of its acceptance of the Third Party Offer within the required period or failure to execute a satisfactory lease instrument with respect thereto within the required period, Tenant's Right of First Refusal shall terminate and be of no further force or effect. In such event: (i) Landlord shall have no further obligation to offer, negotiate or lease the First Refusal Space to Tenant; and (ii) Landlord shall have the right to lease (without limitation as to rentable square footage) such First Refusal Space and to lease such space to other tenants and prospective tenants without such rights being subject to the Right of First Refusal.

(d) Lease Extension. If Tenant exercises its Right of First Refusal and the resulting rent commencement date for the First Refusal Space is within twenty-four (24) months of the Expiration Date of this Lease, Tenant shall be required to extend the Term of this Lease with respect to the Premises initially leased hereby and with respect to the First Refusal Space for a minimum of thirty-six (36) additional months (i.e. months for which rent is payable) following the Expiration Date. The annual base rent for the First Refusal Space for such extension period shall be at the then prevailing fair market rent reasonably determined by Landlord (but not less than the rate of Annual Base Rent payable during the final year of the Term). By Tenant's exercise of its First Right of Refusal, Tenant shall be deemed to so have extended the Initial Term under Article 17 above, and Tenant shall execute a lease amendment in form and substance satisfactory to Landlord confirming such extension simultaneously with the lease of the First Refusal Space.

ARTICLE 19 TERMINATION OPTION

19.1 Termination Notice. If an "Adverse Funding Decision" (as defined below) occurs prior to April 30, 2014, ~~then~~ Tenant (or its Successor Entity, if any) shall have the option to cancel this Lease effective as of December 31, 2014 (the "Termination Date") on a "one-time" basis only, subject to the following terms and conditions: (a) no Event of Default has occurred and is continuing at the time of Tenant's exercise of this Termination Option; (b) Tenant must provide Landlord with written notice (the "Termination Notice") prior to April 30, 2014 of the occurrence of an Adverse Funding Decision with supporting documentation evidencing the occurrence thereof and of Tenant's intention to cancel this Lease pursuant to this Article 20 (the "Termination Notice"); and (c) in consideration of Landlord granting Tenant the Termination Option stated herein, Tenant agrees that it shall pay to Landlord the "Termination Payment" defined below (the "Termination Option"), and which Termination Payment shall constitute Additional Rent under this Lease. This Termination Option shall only be exercisable by the Tenant named in this Lease or its Successor Entity (and not by any Transferee).

19.2 Termination Payment. The Termination Payment payable by Tenant hereunder equal to the unamortized costs incurred by Landlord (i) in connection with the construction of the Leasehold Improvements, including, without limitation, the unamortized cost of the Leasehold Improvements, consultants' fees, legal fees, design fees, and (ii) leasing brokerage commissions, paid or incurred by Landlord in respect of this Lease, together with Landlord's financing expense on such costs calculated at an interest rate of seven percent (7%) per annum with a sixty-five (65) month term. The Termination Payment shall be payable for the unexpired Term of this Lease measured from the Termination Date to the Expiration Date of the Lease. The Termination Payment shall be payable in full by in immediately available funds within forty-five (45) days following the date of the Termination Notice. In the event that Tenant fails to pay such Termination Payment as required hereby, Tenant's right of termination shall expire and be of no further force and effect.

19.3 Adverse Funding Decision. Used in this Lease, the term, "Adverse Funding Decision", shall mean the effective date of any legislation, or action of the U.S. government (or any department or agency thereof) which denies the full funding of Tenant's business operations from the Federal Government to cover its operating costs after December 31, 2014.

19.4 Assurance of Payment of Termination Payment. Tenant hereby represents, warrants and agrees as follows with respect to its obligations under this Article 19: (a) the Rent, inclusive of the Termination Payment, is a valid and allocable cost for Tenant under its grants, cost reimbursement contracts and other agreements with the Federal Government, including, without limitation, its Federal Level Two Establishment Grant from the Center for Medicare and Medicaid Services (the "Federal Awards") in connection with the programs and projects to be implemented by Tenant; (b) Tenant has sufficient funding from the Federal Government to pay the Rent due under this Lease, including the Termination Payment; (c) Tenant will retain sufficient funds from its Federal Awards to pay the

Termination Payment until such time as (i) Tenant's Termination Option has lapsed without being exercised, (ii) Tenant has expressly waived in writing its Termination Option and confirmed to Landlord that its Termination Option is void and of no further legal effect; or (iii) Tenant has paid such Termination Payment to Landlord.

ARTICLE 20 PARTICULAR STATE PROVISIONS

20.1 **Freedom of Information Act**. Landlord acknowledges that Tenant is subject to the Connecticut Freedom of Information Act ("FOIA"). Accordingly, notwithstanding anything in this Lease to the contrary, this Lease and any correspondence, documents or other information delivered to Tenant in connection therewith will be considered public records and will be subject to disclosure under FOIA. FOIA includes certain exemptions, but only the particular information falling within one of these exemptions can be withheld by Tenant if Tenant receives a FOIA request that encompasses such information. In particular, Landlord should be aware that:

(a) Tenant has no obligation to notify Landlord of any FOIA request received by Tenant;

(b) Tenant may disclose materials claimed to be exempt if in its judgment such materials do not appear to fall within a statutory exemption;

(c) Tenant may in its discretion notify Landlord of FOIA requests and/or of complaints made to the Freedom of Information Commission concerning items for which an exemption has been claimed, but Tenant has no obligation to initiate, prosecute or defend any legal proceeding or to seek to secure any protective order or other relief to prevent disclosure of any information pursuant to an FOIA request;

(d) Landlord shall have the burden of establishing the availability of any FOIA exemption in any such legal proceeding; and

(e) in no event shall Tenant or any of its officers, directors, or employees have any liability for the disclosure of documents or information in Tenant's possession where Tenant, or such officer, director, or employee, in good faith believes the disclosure to be required under FOIA or other law.

20.2 **State Contracting Requirements**. Landlord shall comply with the additional contracting requirements of the State of Connecticut set forth in Exhibit F attached hereto and made a part hereof.

[PAGE ENDS HERE – SIGNATURES ARE ON THE NEXT PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease the day and year first above written.

WITNESSED BY:

[Signature]
Signature of Witness
Print Name: Stephanie Wong

[Signature]
Signature of Witness
Name:
Print Name: Stephanie Grunberg

[Signature]
Signature of Witness
Print Name: Stephanie Wong

[Signature]
Signature of Witness
Print Name: Stephanie Grunberg

Signature of Witness
Print Name: _____

Signature of Witness
Print Name: _____

LANDLORD:

FGA 280 TRUMBULL, LLC

By: [Signature]
Name: Ariel Grunberg
Title: Authorized Signatory

GRUNBERG 280 TRUMBULL, LLC

By: [Signature]
Name: Ariel Grunberg
Title: Authorized Signatory

TENANT:

CONNECTICUT HEALTH INSURANCE EXCHANGE

By: _____
Name: Kevin J. Counihan
Title: CEO

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease the day and year first above written.

WITNESSED BY:

Signature of Witness
Print Name: _____

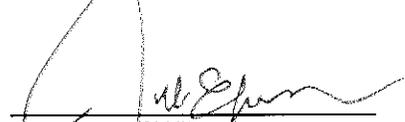
Signature of Witness
Name:
Print Name: _____

Signature of Witness
Print Name: _____

Signature of Witness
Print Name: _____



Signature of Witness
Print Name: Peter A. VAN LOON



Signature of Witness
Print Name: JULIE LYONS

LANDLORD:

FGA 280 TRUMBULL, LLC

By: _____
Name:
Title: Authorized Signatory

GRUNBERG 280 TRUMBULL, LLC

By: _____
Name:
Title: Authorized Signatory

TENANT:

CONNECTICUT HEALTH INSURANCE
EXCHANGE

By: 

Name: Kevin J. Coughlin
Title: CEO

STATE OF _____)
) ss. _____
COUNTY OF _____)

On this the _____ day of November, 2012, before me, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged himself to be a Member of FGA 280 Trumbull, LLC and Grunberg 280 Trumbull, LLC, limited liability companies, and that he, as such member of FGA 280 Trumbull, LLC, and Grunberg 280 Trumbull, LLC, being authorized so to do, executed the foregoing instrument as the free act and deed of the company for the purposes contained therein by signing the name of the company by himself as a Member of FGA 280 Trumbull, LLC, and Grunberg 280 Trumbull, LLC.

IN WITNESS WHEREOF, I hereunto set my hand.

[Affix Notarial Seal]

Notary Public
My Commission Expires:

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

On this the 7th day of November, 2012, before me, the undersigned officer, personally appeared Kevin J. Counihan, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged himself to be the CEO of **Connecticut Health Insurance Exchange**, a quasi-public agency, and that he, as such CEO, being authorized so to do, executed the foregoing instrument as the free act and deed of the corporation for the purposes contained therein by signing the name of such quasi-public agency by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand.

[Affix Notarial Seal]



Commissioner of the Superior Court
Notary Public JURIS# 418723
My Commission Expires:

EXHIBIT A

Plan of Premises

280 TRUMBULL STREET
HARTFORD, CONNECTICUT

FIFTEENTH FLOOR

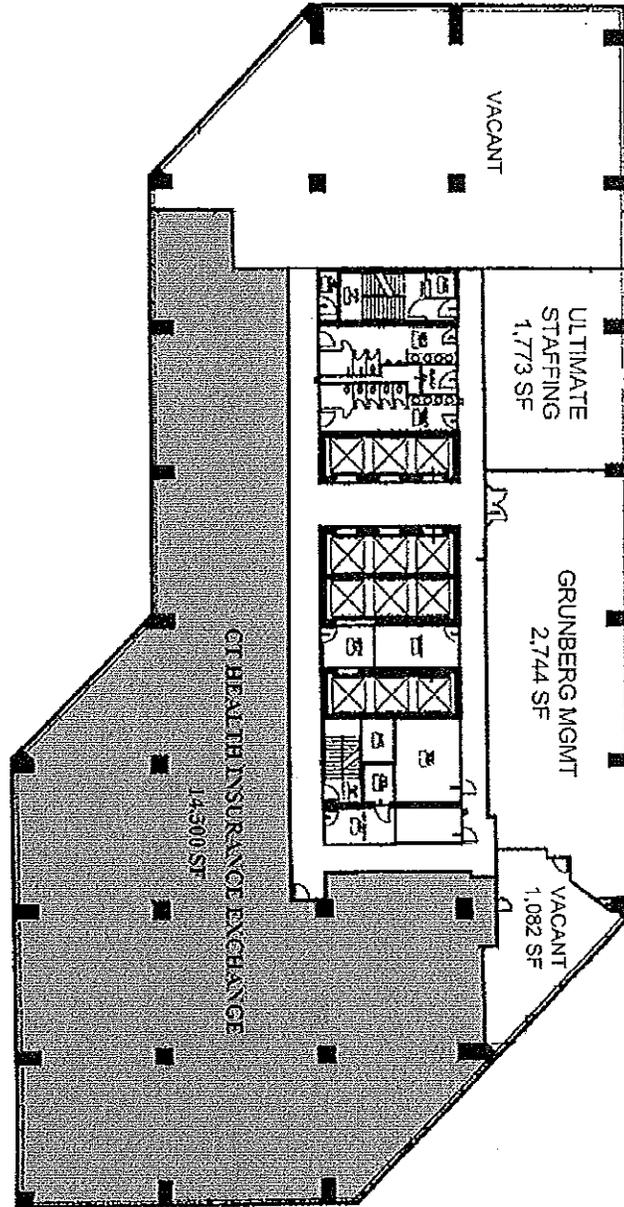


EXHIBIT B

Legal Description

280 Trumbull Street, Hartford, Connecticut

Description of Real Property

I. DESCRIPTION OF PROPERTY

That certain piece or parcel of land located within the City of Hartford, County of Hartford and State of Connecticut, as shown on a map entitled "PROPERTY OF 'CITY OF HARTFORD' LEASED TO CHASE FAMILY LIMITED PARTNERSHIP NO. 3 AND OLYMPIA & YORK HARTFORD, INC., PRATT STREET, TRUMBULL STREET, CHURCH STREET, HARTFORD, HARTFORD COUNTY, CONNECTICUT, CLOSE, JENSEN & MILLER, CONSULTING ENGINEERS, LAND PLANNERS & SURVEYORS, 449 SILAS DEANE HIGHWAY, WETHERSFIELD, CONNECTICUT 06109. DATE FEB. 1983, SCALE 1/16" = 1-0', REV. MARCH 2, 1983, MARCH 7, 1983, FEBRUARY 27, 1984, APRIL 25, 1984, APRIL 27, 1984, MAY 2, 1984, JUNE 25, 1986, AUGUST 21, 1986, FEBRUARY 25, 1987", which map is on file in the office of the Town Clerk of Hartford, being more particularly bounded and described as follows:

Commencing at a point, which point marks the intersection of the existing northerly streetline of Pratt Street in said City of Hartford and the existing easterly streetline of Trumbull Street in said City of Hartford, which point is also the southwesterly corner of land now or formerly of The Standard Investment Co.; thence running North 04°40'56" East, a distance of one hundred eighty-six and 86/100 (186.86') feet to a point, which point marks the beginning of the herein described premises;

Thence running North 04°40'56" East, a distance of one hundred fourteen and 99/100 (114.99') feet to a point; thence turning and running North 51°27'13" East, a distance of thirteen and 70/100 (13.70') feet to a point, thence turning and running South 81°46'29" East, a distance of eighty-four and 63/100 (84.63') feet to a point; thence turning and running South 77°51'19" East, a distance of one hundred eighty-nine and 89/100 (189.89') feet to a point which marks the northwesterly corner of land now or formerly of Christ Church Cathedral Rectory; thence turning and running South 12°08'41" West, a distance of one hundred eighteen and 79/100 (118.79') feet to a railroad spike; thence turning and running South 78°14'04" East, a distance of fifty-one and 86/100 (51.86') feet to a cross in the step of a stairwell; thence turning and running South 13°30'09" West, a distance of seven and 30/100 (7.30') feet to a cross in a step; thence turning and running South 78°11'18" East, a distance of fifty-one and 18/100 (51.18') feet to a point; thence turning and running South 02°34'38" West, a distance of sixty-nine and 58/100 (69.58') feet to a point; thence turning and running South 83°39'01" East, a distance of sixteen and 86/100 (16.86') feet to a point; thence turning and running South 05°53'59" West, a distance of fifteen and 91/100 (15.91') feet to a point; thence turning and running South 78°21'39" East, a distance of fifty-one and 56/100 (51.56') feet to a point; thence turning and running South 11°38'21" West, a distance of fifty and 37/100 (50.37') feet to a point; thence turning and running North 78°21'39" West a distance of 20/100 (.20') feet to a point; thence turning and running South 11°38'21" West a distance of fifty-five and 5/100 (55.05') feet to a point located on the northerly streetline of Pratt Street in said City of Hartford; thence turning and running along the Northerly streetline of Pratt Street North 78°11'39" West, a distance of three hundred two and 45/100 (302.45') feet to a point; thence turning and running North 11°34'51" East, a distance of one hundred sixty-four and 25/100 (164.25') feet to a point; thence turning and running North 64°14'35" West, a distance of sixty-one and 38/100 (61.38') feet to a point; thence turning and running North 10°18'45" East, a distance of eight and 97/100 (8.97') feet to a point; thence turning and running North 74°44'09" West, a distance of fifty and 24/100 (50.24') feet to a point; thence turning and running North 86°21'59" West, a distance of thirty-nine and 57/100 (39.57') feet to the point which marks the beginning of the herein described premises.

II. SKYWALK EASEMENT:

2.01 Together with an exclusive easement within that certain air space located above a portion of Church Street in the City of Hartford, County of Hartford and State of Connecticut shown as " 1 " on the portion of a map entitled "PLAN VIEW PROPOSED EASEMENT 1" = 10' " on a map entitled "PLAN SHOWING PROPOSED EASEMENTS ACROSS PROPERTY OF THE CITY OF HARTFORD CHURCH STREET HARTFORD, CONNECTICUT Scale 1" = 20' Close, Jensen & Miller Consulting Engineers, Land Planners and Surveyors 449 Silas Deane Highway Wethersfield, Connecticut 06109 OCT. 1983" certified in accordance with Class A-2 Standards by John H. Miller, L.S. (4142), which map is on file in the Land Records of the City of Hartford and which air space is more particularly bounded and described as follows:

That certain air space lying above that certain plane which is at the elevation of eighty-three and 18/100 (83.18') feet above that certain datum level known as the Metropolitan District Commission Datum Level (hereinafter referred to as "MDC Datum Level"), which MDC Datum Level is two and 8/100 (2.08') feet above the United States Coast and Geodetic Survey of mean sea level (the average of tides measured at Saybrook, Connecticut), and which lies below another plane at the elevation of one hundred nine (109.00') feet above said MDC Datum Level and which is more particularly bounded by and lies within that certain parcel described as follows:

Commencing at a point which point is designated "STATION 0.00" on said map or plan thence running North 51°27'13" East a distance of thirteen and 70/100 (13.70') feet to a point; thence turning and running South 81°46'29" East a distance of Eighty-Four and 36/100 (84.36') feet to the point which marks the place of beginning of this easement;

Thence South 81°46'29" East a distance of 0.27' to a point; thence turning and running South 77°51'19" East a distance of fifty-nine and 73/100 (59.73') feet to a point; thence turning and running North 12°08'41" East a distance of sixty-six (66.00') feet to a point; thence turning and running North 77°51'19" West a distance of twenty-three and 6/100 (23.06') feet to a point; thence turning and running North 12°08'41" East a distance of two (2.00') feet to a point; thence turning and running North 77°51'19" West a distance of thirty-six and 94/100 (36.94') feet to a point; thence turning and running South 12°08'41" West a distance of sixty-eight and 2/100 (68.02') feet to the point or place of beginning of the herein described easement area. Together with a Skywalk Easement by and between the City of Hartford and New Boston Limited Partnership dated December 17, 2002 and recorded December 17, 2002 in Volume 4672, Page 252 of the Hartford Land Records.

2.02 Together with an exclusive easement with respect to the space and premises located on a portion of property and improvements situated on the northerly side of Church Street in the City of Hartford, County of Hartford and State of Connecticut, formerly known as the "New Church Street Garage" and now known and herein referred to as the "MAT Garage" which easement, space and premises are shown on the above-referred to map as "2", and which lies above a certain plane at the elevation of eighty-seven (87.00') feet above said MDC Datum Level and which lies below a certain plane at the elevation of ninety-eight (98.00') feet above said MDC Datum Level, and which is more particularly bounded by and lies within that certain parcel described as follows:

Commencing at a point which point marks the southwesterly corner of-the herein described easement and also marks the northwesterly corner of the previously described easement area; thence running North 12°08'41" East a distance of forty-three and 91/100 (43.91') feet to a point; thence turning and running South 88°22'24" East a distance of thirty-one and 36/100 (31.36') feet to a point; thence turning and running South 01°36'14" West a distance of fifty and 82/100 (50.82') feet to a point; thence turning and running South 77°45'46" East a distance of nineteen and 87/100 (19.87') feet to a point; thence turning and running South 12°08'41" West a distance of one and 64/100 (1.64') feet to a point; thence turning and running North 77°51'19" West a distance of twenty-three and 6/100 (23.06') feet to a point; thence turning and running North 12°08'41" East a distance of two (2.00') feet to a point; thence

turning and running North 77°51'19" West a distance of thirty-six and 94/100 (36.94') feet to the point or place of beginning of the herein described easement.

2.03 Together with a nonexclusive easement for support in, over, under, on, across and through that certain air space and premises located on, under and over the MAT Garage and which lies above a certain plane at the elevation of sixty-five and eighteen hundredths (65.18') feet above said MDC Datum Level and which lies below a certain plane at the elevation of eighty-seven and 41/100 (87.41') feet above said MDC Datum Level, and which is more particularly bounded by and lies within that certain parcel described as follows:

Commencing at a point which point marks the southwest corner of this easement and the northwest corner of the easement first described thence running North 12°08'41" East a distance of seven and 67/100 (7.67') feet to a point; thence turning and running South 88°22'24" East a distance of thirty-seven and 99/100 (37.99') feet to a point; thence turning and running South 01°36'14" West a distance of sixteen and 89/100 (16.89') feet to a point; thence turning and running South 77°45'46" East a distance of nineteen and 87/100 (19.87') feet to a point; thence turning and running South 12°08'41" West a distance of one and 64/100 (1.64') feet to a point; thence turning and running North 77°51'19" West a distance of twenty-three and 6/100 (23.06') feet to a point; thence turning and running North 12°08'41" East a distance of two (2.00') feet to a point; thence turning and running North 77°51'19" West a distance of thirty-six and 94/100 (36.94') feet to the point or place of beginning.

Said easement is shown as "3", in the crosshatched area on the map or plan entitled "PLAN SHOWING PROPOSED EASEMENTS ACROSS PROPERTY OF THE CITY OF HARTFORD CHURCH STREET HARTFORD, CONNECTICUT Scale 1" = 20' Close, Jensen & Miller Consulting Engineers, Land Planners and Surveyors 449 Silas Deane Highway Wethersfield, Connecticut 06109 OCT. 1983" certified in accordance with class A-2 standards by John H. Miller, L.S. (4142), which map is or will be on file in the Land Records of the City of Hartford.

2.04 Together with an exclusive easement within that certain air space located in the area shown as "4" and crosshatched on said map or plan which air space is located above that certain plane at the elevation eighty-three and 18/100 (83.18') feet above said MDC Datum Level and which lies below that certain plane at the elevation one hundred nine (109.00') feet above said datum level which area is more particularly described as follows:

Commencing at a point which point is designated "STATION 0.00" on said map or plan thence running North 51°27'13" East a distance of thirteen and 70/100 (13.70') feet to a point; thence turning and running South 81°46'29" East a distance of eighty-four and 36/100 (84.36') feet to the point which marks the beginning of easement "4";

Thence turning and running South 77°51'19" East a distance of fifty-nine and 73/100 (59.73') feet to a point; thence turning and running South 12°08'41" West a distance of eleven and 78/100 (11.78') feet to a point; thence turning and running North 77°51'19" West a distance of ten and 75/100 (10.75') feet to a point; thence turning and running North 12°08'41" East a distance of one (1.00') foot to a point; thence turning and running North 32°52'19" West a distance of seven and 7/100 (7.07') feet to a point; thence turning and running North 77°51'19" West a distance of three and 50/100 (3.50') feet to a point; thence turning and running South 12°08'41" West a distance of six (6.00') feet to a point; thence turning and running North 77°51'19" West a distance of twenty-one and 50/100 (21.50') feet to a point; thence turning and running North 12°08'41" East a distance of one (1.00') foot to a point; thence turning and running North 32°51'19" West a distance of seven and 7/100 (7.07') feet to a point; thence turning and running North 77°51'19" West a distance of three and 50/100 (3.50') feet to a point; thence turning and running South 12°08'41" West a distance of six (6.00') feet to a point; thence turning and running North 77°51'19" West a distance of ten and 75/100 (10.75') feet to a point; thence turning and running North 12°08'41" East a distance of eleven and 76/100 (11.76') feet to the point or place of beginning of this easement.

2.05 The purposes for which the foregoing easements were granted are as follows:

(i) the erection, installation, construction, maintenance, repair, restoration, replacement and operation of a bridge, overpass, supports, foundations and appurtenances thereto (hereinafter referred to as the "Bridge"); and

(ii) the erection, installation, construction, maintenance, repair, restoration, replacement and operation of utility facilities, lines, pipes and appurtenances thereto used in the erection, installation, construction, maintenance, repair, restoration, replacement and operation of the bridge; and

(iii) the passage and repassage on, over or across the Bridge by the owner of the land described in Section 1 (the "Owner") and its tenants, agents, servants, employees, invitees, visitors, licensees and customers and by those members of the general public who may lawfully enter upon and use the building known as 280 Trumbull Street and located on the land described in Section I above (the "Building") or the MAT Garage, such rights to be afforded on a twenty-four-hour-a-day basis by Owner allowing access thereto through and egress to and from the Trumbull Street entrance to the Building and the MAT Garage.

2.06 Together with a nonexclusive easement to enter upon the areas above, below and adjacent to the foregoing easement areas for purposes of erecting, installing, constructing, maintaining, repairing, restoring, replacing and operating the Bridge, supports and appurtenances thereto. To the extent that replacement of the Bridge is required and the replacement is of a materially different design than the prior Bridge, the easements shall not allow access for such replacement unless the City of Hartford consents to the new design, which consent shall not be unreasonably withheld or delayed.

2.07 Together with a nonexclusive easement to Owner, its tenants, agents, servants, employees and invitees to pass and repass over those portions of the MAT Garage located at the present roof level (elevation eighty-seven (87.00') feet above said MDC Datum Level) to afford reasonable use and access to the present elevators located therein and any replacements thereto. Access and use afforded to such parties shall be reasonably determined by the City of Hartford, during and after future construction on the west air rights above the MAT Garage, it being understood that the City of Hartford is desirous of maintaining flexibility as far as future development of the MAT Garage, but in keeping with City of Hartford's need to accommodate tenants and other members of the general public's use of the MAT Garage.

2.08 Together with a nonexclusive easement to Owner, its tenants, agents, servants, employees, contractors and invitees to pass and repass in, over, on and through all floor levels, stairwells, elevators and escalators now or hereafter existing in the MAT Garage. Access and use afforded to such parties shall be reasonably determined by the City of Hartford during and after the construction referred to above, it being understood that the City of Hartford is desirous of maintaining flexibility as far as future development of the MAT Garage, but in keeping with City of Hartford's need to accommodate tenants and other members of the general public's use of the MAT Garage.

2.09 (x) Owner shall provide and maintain lighting of areas from which natural lighting is excluded by the Bridge in addition to such lighting which would ordinarily be furnished by City of Hartford in the easement areas, as the Director of Public Works of the City of Hartford shall deem necessary; provided, however City of Hartford shall not require Owner to provide any lighting in addition to that lighting shown on those certain plans for the Bridge which City of Hartford has previously approved if the Bridge is constructed in substantial accordance with said plans.

(y) City of Hartford shall prohibit pedestrian and vehicular traffic from using all or a portion of Church Street located between Trumbull Street and Main Street upon the request of Owner when

(a) Such prohibition would expedite any construction, maintenance, repair, replacement or restoration to be done on or to the Bridge or would be in the best interest of the general public using said portion of Church Street; and

(b) Owner has obtained City of Hartford's prior approval to such prohibition, which approval will not be unreasonably withheld or delayed.

(z) Owner agrees that the Pratt Street entrance to the building known as 280 Trumbull Street shall remain open each day until thirty (30) minutes after a numerical majority of retail stores on Pratt Street are closed allowing access to the Bridge from that entrance.

2.10 The exclusive easement areas above described are for the purposes of allowing the initial construction of the Bridge, a vestibule on the MAT Garage and their supports. Following completion of initial construction the easement areas shall be nonexclusive in nature except as and to the extent of the physical improvements made by Owner which shall remain as exclusive easement areas for the purposes set forth above.

III. TENANT CROSS EASEMENT

Together also with the right in common with the City of Hartford, the Hartford Redevelopment Agency and all of the City of Hartford's, licensees, invitees, employees, agents and servants to pass and repass over the area designated "C" on said map or plan and more particularly bounded and described as follows:

Hartford Redevelopment Agency owned land subject to the City of Hartford easement designated "C" on a map or plan entitled: "MAP SHOWING PROPOSED EASEMENTS AND OTHER AGREEMENTS AETNA REALTY BUILDING 242 TRUMBULL STREET HARTFORD CONNECTICUT Close, Jensen & Miller Scale 1"=16' Date 2-12-87 Revisions 2-25-87 6-18-87 7-13-87 Sheet No. 1 of 3", which is more particularly described as follows:

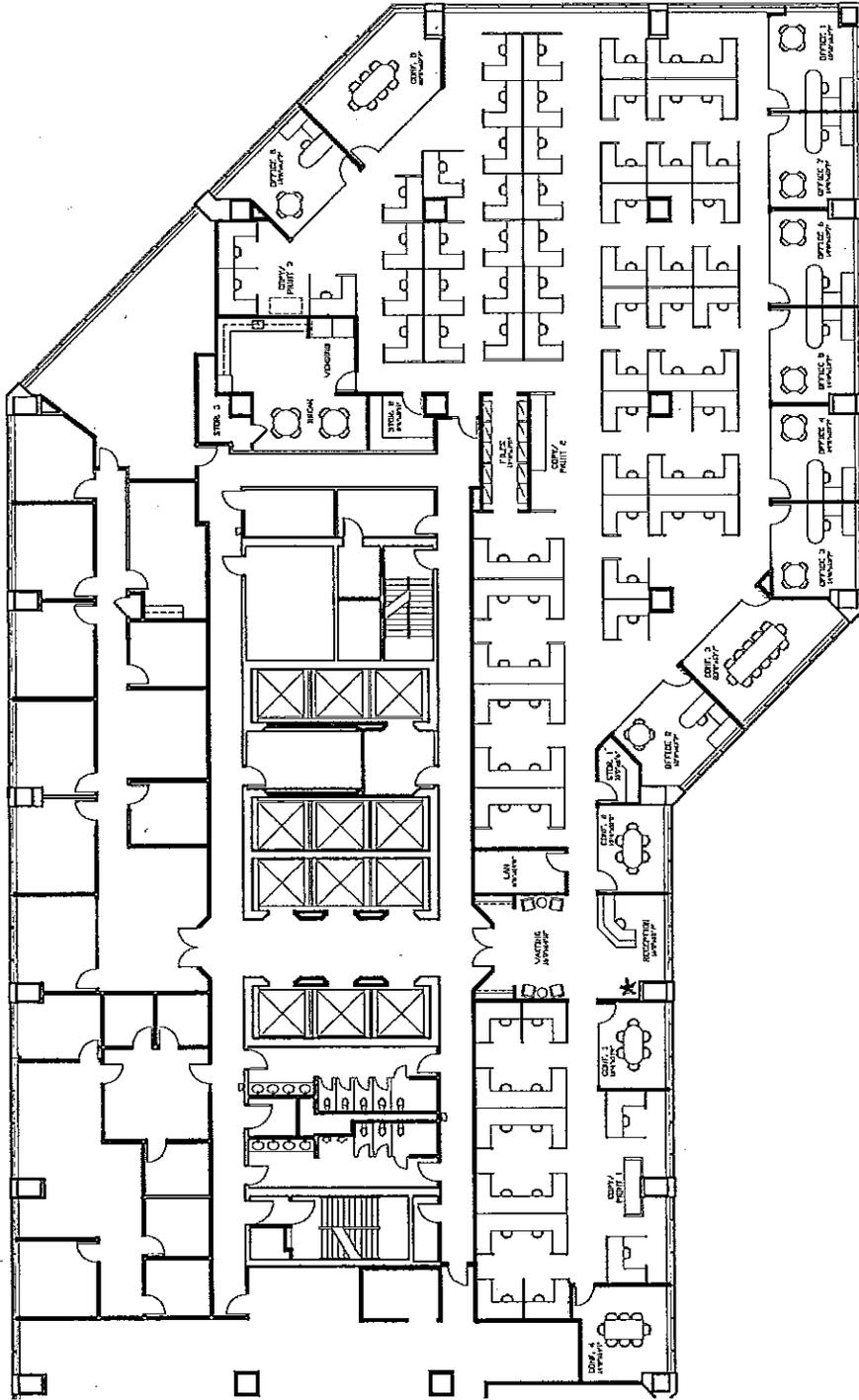
Commencing at a point on the northwesterly corner of Parcel 1 (Christ Church Cathedral); thence turning and running South 12°-08'-41" West a distance of one hundred and eighteen and seventy-nine hundredths (118.79') feet to a railroad spike; thence turning and running South 78°-14'-04" East a distance of fifty-one and eighty-six one-hundredths (51.86') feet to a cross in the step; thence turning and running South 13°-30'-09" West a distance of seven and thirty one-hundredths (7.30') feet to a cross in the step; thence turning and running South 78°-11'-18" East a distance of thirty-nine and twelve hundredths (39.12') feet to a point or place of beginning of "C" herein described;

Thence turning and running North 11°-19'-10" East a distance of fifteen and seventy-eight one-hundredths (15.78') feet to a point; thence turning and running South 87°-20'-49" East a distance of twenty-six and no one-hundredths (26.00') feet to a point; thence turning and running South 24°-57'-60" East a distance of ten and forty-one one-hundredths (10.41') feet to a point; thence turning and running South 05°-44'-37" West a distance of thirty-nine and thirteen one-hundredths (39.13') feet to a point; thence turning and running South 05°-53'-59" West a distance of thirty-nine and ninety-five one hundredths (39.95') feet to a point; thence turning and running North 83°-39'-01" West a distance of sixteen and eighty-six one-hundredths (16.86') feet to a point; thence turning and running North 02°-34'-38" East a distance of sixty-nine and fifty-eight one-hundredths (69.58') feet to a point; thence turning and running North 78°-11'-18" West a distance of twelve and six one-hundredths (12.06') feet to the point or place of beginning of "C".

JOB# 151331
DATE: 10/25/12

CT HEALTH INS. EXCHANGE
200 TRUMBULL STREET
HARTFORD, CT

DON HAMMERBERG ASSOC.
ARCHITECTS
772 FARMINGTON AVENUE
FARMINGTON CT 06032
860 677-9501 FAX: 860 672-8459



1 PROPOSED PLAN

SCALE: NTS

EXHIBIT C-1
Space Plan

EXHIBIT C-2

Tenant Standards

Exhibit C-2 Tenant Standards 280 Trumbull Street

All Interior Color Schemes

Interior Finishes		Notes:
General Field Carpet	MFR: Shaw Contract, Pattern Loop, 100% Eco Solution CI SD Nylon, 26oz/sqyd (or equivalent)	STANDARD
Border/Accent Carpet	MFR: Shaw Contract, Solid Cut Pile, 100% Solutia LXI Nylon, 30oz/sqyd (or equivalent)	UPGRADE
Resilient Flooring	MFR: Johnsonite Commercial, Vinyl Composite Tile, 12"x12", 1/8 gauge (or equivalent)	STANDARD
Cove Base	MFR: Johnsonite, Vinyl Wall Base, 4" high x 1/8" thick	STANDARD
Wood Base	MFR: Paint Grade Woo, 4" high x 5/8" thick (verify height)	UPGRADE
Acoustical Ceiling Tile	MFR: Armstrong, 2767 2'x4', Cortega Sectional Look Beveled Tegular Tile 3/4" (or equivalent)	STANDARD
Acoustical Ceiling Tile	MFR: Armstrong, 1732 2'x2', Fine Fissured Tegular tile 5/8" (or equivalent)	UPGRADE
Laminate-Countertops	MFR: Formica Plastic Laminate, Grade 10 (0.048")	STANDARD
Laminate -Cabinets	MFR: Formica Plastic Laminate, Grade 10 (0.048")	STANDARD
Wall Paint	MFR: Benjamin Moore, Latex Paint, Eggshell Finish	STANDARD
Vinyl Wall Covering	MFR: Koroseal Type II Vinyl Wall Covering 21oz 53/55 in	UPGRADE
Trim Paint	MFR: Benjamin Moore, Latex Paint, Semi Gloss Finish (or equivalent)	STANDARD
Window Blinds	MFR: Levelor, Riviera Dusinguard Series, 1-3/8" Blind (or equivalent)	STANDARD
Lighting	MFR: Columbia Lighting-Parabolic Lens	STANDARD
 Interior Hardware		
Entry Door	MFR: Marshfield Door Systems, solid core 9'-0"x3'0", Pre-Finished Wood	STANDARD
Entry Door Hardware	MFR: Sargent, 8200 Mortise Locks, LNP Lever Design	STANDARD
Tenant Doors-Interior	MFR: TYPE: Paint-grade solid core, 9'0"x3'0" Hardwood door	STANDARD
Tenant Doors-Interior	MFR: Marshfield Door Systems, solid core, 9'0"x3'0" pre-finished wood	UPGRADE
Door Hardware	MFR: Sargent, 8200 Mortise Locks, LNP Lever Design	STANDARD
Door Frames	MFR: Painted Hollow Metal, 16 gauge, knock down	STANDARD
Door Frames	MFR: Painted Hollow Metal, 16 gauge, welded joints	UPGRADE
Door Frames	MFR: Painted Hollow Metal, 16 gauge, welded joints w/unified Sidelight	UPGRADE

EXHIBIT D

CLEANING SPECIFICATIONS

280 Trumbull Street, Hartford, Connecticut

CLEANING SPECIFICATIONS

280 Trumbull Street, Hartford, Connecticut

TENANT AREAS

- A. DAILY ON BUSINESS DAYS
1. Empty all waste receptacles and remove waste material from the premises: change waste basket liners as necessary.
 2. Sweep all uncarpeted areas.
 3. Vacuum carpeting and rugs in all traffic and main areas.
 4. Spot clean glass on tenant entrance doors.
 5. Wipe all counter tops, sinks, and table tops.
 6. Upon completion of cleaning all lights will be turned off, doors locked, and alarms engaged if applicable, leaving the premises in an orderly condition.
- B. WEEKLY
1. Mop all uncarpeted areas.
 2. Hand dust and wipe clean horizontal surfaces, including furniture, window sills, door ledges, chair rails and counter tops, within normal reach and free of personal belongings, paperwork, etc.
 3. Wash all glass at tenant entrance doors and sidelights.
- C. QUARTERLY
1. Render high dusting not reached in nightly cleaning to include:
 - a. dusting of all pictures, frames, and charts
 - b. dusting of all ventilating and air conditioning louvers and grills
 - c. dusting of all Venetian blinds, hangings
 2. Spot clean carpets, rugs and V.C.T.
 3. Spot clean smears and smudges on walls, doors, frames, kick and push plates, handles and light switches.
- D. YEARLY
1. Window washing of both sides of exterior glass.

LAVATORIES

- A. DAILY ON BUSINESS DAYS
1. Sweep wash and rinse all floors thoroughly, using a disinfectant.
 2. Wash all basins, bowls, urinals, and shower stalls.
 3. Empty and clean paper towel and sanitary disposal receptacles. Replace liners back into receptacles. All liners to be provided by landlord.
 4. Refill tissue holders, soap dispensers, towel dispensers and sanitary dispensers. Materials are to be furnished by the landlord.
 5. A non-acidic sanitizing solution will be used in all lavatory cleaning.
 6. Wash and polish all mirrors, powder shelves, brightwork, flushometers, piping and toilet seat hinges, etc.
 7. Wash both sides of all toilet seats.
 8. Remove waste paper and refuse to designated areas on the premises.
- B. WEEKLY
1. Wash all partitions and walls.
 2. Clean all air vents.
 3. Wipe down all high light fixtures.
 4. Check and refill, if necessary, all automatic deodorizing equipment.
- C. QUARTERLY
1. Machine scrub floors.

ELEVATORS

A. DAILY ON BUSINESS DAYS

1. Clean interior walls, doors, and bright work, including ceiling.
2. Vacuum floors.
3. Clean door sills or tracks.
4. Clean exterior elevator doors, and frames.

LOBBIES AND COMMON AREAS.

A. DAILY ON BUSINESS DAYS

1. Empty all waste baskets and change liners, empty exterior cigarette urns and ash trays. Remove waste material from premises.
2. Vacuum rugs, mats and carpeted areas.
3. Inspect carpet for spots and stains, removing where possible.
4. Spot clean all interior glass in partitions and doors.
5. Clean and sanitize drinking fountains.
6. Damp mop lobby floor.
7. Clean entrance glass doors on lobby floor both sides.
8. Hand dust and wipe clean with treated cloths all furniture, window sills, railings, tenant directories and planters.
9. Spot clean by damp wiping fingerprints, smears, smudges on walls, doors and frames.
10. Clean any and all metal work surrounding building entrance doors.

B. WEEKLY

1. Dust all artwork.
2. Dust air vents.

C. MONTHLY

1. Dust above hand height all surfaces, including light fixtures within reach of a step ladder.
2. Dust all air grills and/or heating units.
3. Dust fire extinguishers and hose cabinets.

D. QUARTERLY

1. Strip and wax all resilient floors.
2. Shampoo all common area carpeting.
3. Machine scrub granite lobby floor.

MISCELLANEOUS

A. DAILY

1. Report all maintenance deficiencies to building management i.e., inoperable light fixture, plumbing problems, roof leaks, etc.

B. WEEKLY

1. Sweep, mop, or vacuum secondary stairs.
2. Check supplies and order as necessary.

C. MONTHLY

1. Inspect and clean all utility closets.
2. Shampoo elevator carpets, more frequently if necessary.

Should a tenant desire the cleaning contractor to do other than those duties specified herein, i.e. leave lights on, leave doors open, leave alarms off, don't vacuum, etc., the tenant must request this from building management who will instruct cleaning contractor on the following business day. Cleaning Specifications assumes typical 1st class office space layout and an occupancy load no greater than 1 person per 250 usable square feet. Higher density areas are subject to additional charge. Areas within tenant demised premises such as pantries, cafeterias, locker/fitness rooms, and computer/IT rooms, are considered specialty areas and are subject to additional charges.

EXHIBIT E

RULES AND REGULATIONS

280 Trumbull Street, Hartford, Connecticut

1. Use of Common Areas. Tenant's use of the Common Areas shall be limited to access and parking purposes. Under no circumstances shall Tenant be permitted to store any goods or equipment, conduct any operations or construct or place any improvements, barriers or obstructions in the Common Areas, or otherwise adversely affect the appearance thereof. Tenant shall not obstruct any sidewalks, halls, passages, exits, entrances, elevators, lobbies and stairways of the Building, and tenants shall not use any of the same for any purpose other than for ingress to and egress from their respective Premises. Tenant shall not store any property outside the Premises.

2. Parking Vehicles. Tenant shall comply with such rules and regulations governing parking as may be promulgated from time to time by Landlord, including, without limitation, rules and regulations requiring the parking of vehicles in designated spaces or areas or regarding the exclusion of other spaces or areas. Tenant shall not store vehicles for extended periods of time in the parking garage.

3. Building Security. All persons entering and/or leaving the Building may be required to sign a register. Landlord will notify each tenant if Landlord elects to institute a pass system outside of Normal Business Hours. Landlord may furnish passes to Tenant so that Tenant may validate and issue same. Tenant shall safeguard said passes and shall be responsible for all acts of persons in or about the Property who possess a pass issued to Tenant. Landlord reserves the right to exclude from the Property all persons who do not present a pass to the Property issued by Landlord. Landlord reserves the right to exclude or expel from the Building any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of the Rules and Regulations of the Building.

4. Building Personnel. The requirements of Tenant will be attended to only upon application at or call to the management office of the Property. Property personnel shall not perform any work or do anything outside of their regular duties, unless under special instructions from the office of the Landlord.

5. Building Deliveries. During the moving or delivery of receipt of safes, freight, furniture, packages, boxes, crates, paper, office material, or any other item, Tenant shall use and shall cause its employees and contractors and any others making deliveries to the Premises or dispatch from the Premises to use hand trucks equipped with rubber tires, side guards and such other safeguards as Landlord shall reasonably require. Hand trucks shall not be used in passenger elevators, and passenger elevators shall not be used for moving, delivery or receipt of the aforementioned articles. Landlord reserves the right to inspect all safes, freight or other bulky articles to be brought into the Building and to exclude from the Building all safes, freight or other bulky articles which violate any of these Rules and Regulations or the lease of which these Rules and Regulations are a part.

6. Moving Restrictions. All freight, furniture, trade fixtures and personal property must be received and delivered through entrances to the Building designated for such purpose unless otherwise authorized by the Landlord, and only during such hours and in such elevators as Landlord may reasonably determine from time to time. Movement in and out of the Building of furniture or office equipment, or dispatch or receipt by Tenant of any merchandise or material which requires the use of elevators or stairways, or movement through the building entrances or lobby, shall be restricted to the hours designated by Landlord from time to time. All such movement shall be as approved by Landlord in a pre-arranged manner to be agreed upon between Tenant and Landlord. Such pre-arrangement shall include the time, method, and routing of movement. Tenant expressly assumes all risk or damage to any and all articles moved, as well as injury to any person or persons and equipment, property and personnel of Landlord.

7. Right to Inspect. The Landlord, its agents and employees shall have access at reasonable times to perform their duties in the maintenance and operation of the Premises. Landlord reserves the right to inspect all objects and matter to be brought into the Building and to exclude from the Building all objects and matter which violate any of these Rules and Regulations or the Lease. Landlord may require any person leaving the Building with any package or other object or matter to submit a pass, listing such package or object or matter, from the tenant from whose premises the package or object or matter is being removed; however, the establishment and enforcement of such requirement shall not impose any responsibility on Landlord for the protection of any tenant against the removal of property from the premises of such tenant. Landlord shall not be liable to Tenant for damages or loss arising from the admission, exclusion or ejection of any person to or from the Premises or the Building under the provisions of this Rule or the following Rule.

8. Floor Load. Tenant shall not place a load upon any floor in the Premises exceeding the floor load per square foot of area which such floor was designed to carry and which is allowed by law. Landlord reserves the right to reasonably impose the weight and position of all business machines and mechanical equipment, including safes, which shall be placed so as to distribute the weight. Business machines and mechanical equipment shall be placed and maintained by Tenant at Tenant's expense in settings sufficient, in Landlord's reasonable judgment, to absorb and prevent vibration, noise and annoyance. Tenant shall not move any safe, heavy machinery, heavy equipment, freight, bulky matter or fixtures into or out of the Building without Landlord's prior consent. If such safe, machinery, equipment, freight, bulky matter or fixtures requires special handling, Tenant agrees to employ only persons holding a Master Rigger's License to do said work, and that all work in connection therewith shall comply with applicable laws and regulations.

9. Signage. No sign or signs shall be allowed in any form on the exterior of the Building or on any window or windows inside or outside of the Building. Signage is subject to the provision of Section 7.7 of the Lease.

10. Advertising. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by Tenant on any part of the outside or inside of the Premises or of the Building without the prior written consent of Landlord. The Landlord shall have the right to prohibit any advertising by any Tenant, which, in its opinion, tends to impair the reputation of the Building or its desirability as a building for offices for financial, insurance and other institutions and businesses of like nature, and upon written notice from Landlord, Tenant shall refrain from or discontinue such advertising. Tenant shall not use the name of the Property for any purpose other than as the address of the business to be conducted by Tenant in the Premises, nor shall Tenant use any picture of the Property in its advertising, stationery or in any other manner without the prior written permission of Landlord. Landlord expressly reserves the right at any time to change said name without being liable to Tenant therefor.

11. No Interference with Building Services. Tenant shall not take or permit any action which would impair or interfere with any of the Building services or the proper and economic heating, cleaning, air conditioning or other servicing of the Building or the Premises, or impair or interfere with or tend to impair or interfere with the use of any of the other areas of the Building by occasion or discomfort, annoyance or inconvenience to, Landlord or any other tenants or occupants of the Building. Tenant shall cooperate with Landlord in obtaining maximum effectiveness of the cooling system and if requested by Landlord shall lower and close drapes and curtains when the sun's rays fall directly on the windows of the Premises. The Landlord or his agent should be notified at once of any trouble with heating, lighting or plumbing fixtures.

12. Tenant's Contractors. Tenant will refer all contractors, contractor's representatives and installation technicians rendering any service for Tenant to Landlord for Landlord's approval before performance of any such contractual services. This shall apply to all work performed in the Building including the installation of telephones, telegraph equipment, electrical services and attachments, and the installations of any and every nature affecting floors, walls, woodwork, trim, windows, ceilings, equipment or any other physical portion of the Building. None of this work will be done by Tenant without Landlord's prior written approval.

13. Tenant Locks and Premises Security. No additional locks, bolts or mail slots of any kind shall be placed upon any of the doors or windows by Tenant, nor shall any change be made in existing locks or the mechanism thereof. Tenant, at its sole expense, may install a card key system, which must be in full compliance with all other provisions of the Lease, and Tenant will provide Landlord with all access cards necessary to fully exercise all of its entry rights under the Lease with respect to the Premises. Tenant must lock all of its doors to the Premises at the end of its business hours. Tenant must, upon the termination of the tenancy, restore to Landlord all keys of stores, offices and rest rooms either furnished to or otherwise procured by Tenant and, in the event of the loss of any keys so furnished, Tenant shall pay to Landlord the cost thereof.

14. No Obstructions. The sashes, sash doors, skylights, windows, and doors that reflect or admit light or air into the halls, passageways or other public places in the Property shall not be covered or obstructed by Tenant, nor shall any bottles, parcels, or other articles be placed on the window sills, or in the public portions of the Property. No curtains, blinds, shades, drapes or screens shall be attached to or hung in, or used in connection with any window or door of the Premises. All electrical fixtures hung in offices or spaces along the perimeter of the Premises must be fluorescent, of a quality, type, design, bulb color, size and general appearance approved by Landlord.

15. No Alterations. Tenant shall not change (whether by alteration, replacement, rebuilding or otherwise) the exterior color and/or architectural treatment of the Premises or of the Building in which the same are located, or any part thereof. Tenant shall not install any awnings or curtains, blinds, shades or screens in, on or outside the Premises which are visible to public view outside the Premises.

16. Fire Hazards. Neither Tenant nor any of Tenant Parties shall at any time bring or keep upon the Premises or in the Building or the Property any flammable, combustible or explosive fluid, chemical or substance. Tenant shall not place, install or operate in the Premises or in any part of the Building, any engine, stove or machinery. Tenant shall not conduct mechanical operations, cook or place or use in or about the Premises any explosives, gasoline, kerosene, oil, acids, caustics, or any other flammable, explosive or hazardous material. Tenant may use microwave ovens, coffee makers and refrigerators within the Premises.

17. Waste Handling and Disposal. Tenant agrees to handle and dispose of all rubbish, garbage, and waste from Tenant's operations in accordance with regulations established by Landlord, and Tenant shall comply with Landlord's recycling programs. Tenant shall not permit the accumulation or burning of any rubbish or garbage in or about any part of the Building. Any permitted corrosive, flammable or other special wastes shall be handled for disposal as directed by Landlord and strictly in accordance with all applicable law.

18. Wiring and Cabling. Landlord will direct Tenant as to where and how telephone, video, telecommunications, internet and data wiring and cabling are to be placed in the Building and Premises. Tenant shall not paint, mark, drill into or in any way deface the walls, ceilings, partitions, floors, woodwork, stonework or ironwork or any part of the Premises, the Building or the Property. No boring or cutting shall be permitted, except with the prior written consent of Landlord, and as Landlord may direct.

19. Roof Access. Neither Tenant nor the employees or invitees of Tenant shall access the roof of the Building or any of the mechanical, telephone, telecommunication or equipment rooms in the Building.

20. Vending Machines. Tenant agrees not to install food or drink, vending machines or any other food service equipment except for servicing Tenant's employees only and not for sale or use by or to the general public.

21. Permits. If any governmental license or permit shall be required for the property and lawful conduct of Tenant's business in the Premises, or any part thereof, and if failure to secure such license or permit would in any way affect Landlord, then Tenant, at its expense, shall duly procure and thereafter maintain such license or permit and submit the same inspection by Landlord. Tenant shall at

all times comply with the terms and conditions of each such license or permit, and failure to procure and maintain same by Tenant shall not affect Tenant's obligations hereunder.

22. Plumbing System. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags, garbage or other substances shall be thrown therein. All damages resulting from any misuse of the fixtures by Tenant shall be borne by Tenant to the extent that Tenant or Tenant's agents, servants, employees, contractors, visitors, or licensees shall have caused the same.

23. Electrical Systems. Tenant shall not install, operate or maintain in the Premises any electrical equipment which will overload the electrical system therein, or any part thereof, beyond its reasonable capacity for proper and safe operation as determined by Landlord in light of the overall system and requirements therefor in the Building, or which does not bear underwriters' approval. No air-conditioning unit or system, generator or other apparatus shall be installed or used without Landlord's prior written consent.

24. Cleaning Services. Tenant shall not permit window-cleaning or other exterior maintenance and janitorial services in and for the Premises to be performed except by such person(s) as shall be approved by Landlord and except during reasonable hours designated for such purposes by Landlord.

25. Pest Extermination Expenses. If the Premises is or becomes infested with vermin as a result of the use or any misuse or neglect of the Premises by Tenant, its agents, servants, employees, contractors, visitors, or licensees, Tenant shall forthwith, at Tenant's expense, cause the same to be exterminated from time to time to the satisfaction of Landlord and shall employ such licensed exterminators as shall be approved in writing in advance by Landlord.

26. Third Party Services. Tenant shall not purchase spring water, towels, janitorial or maintenance or other like services from any company or persons not reasonably approved by Landlord. Landlord shall approve a sufficient number of sources of such service to provide Tenant with a reasonable selection, but only in such instances and to such extent as Landlord in its judgment shall consider consistent with security and proper operation of the Property.

27. Union Labor. Tenant shall not contract for any work or service which might involve the employment of labor incompatible with the Building employees or employees of contractors doing work or performing services by or on behalf of Landlord or with the terms and conditions of any collective bargaining agreement to which Landlord or Landlord's agents or contractors may be a party.

28. Animals. Tenant shall not bring in, keep or permit to be brought in or kept, any animals (except as required for disabled persons), fish or birds at the Premises or the Building, nor shall Tenant install any aquarium or similar water-containing device at the Premises.

29. Bicycles. Tenant shall not permit any bicycles, motorcycles, mopeds or other vehicles to be brought in or kept in or about the Premises or the Building. All bicycles and other motorized vehicles shall be parked in areas designated by Landlord at the Building.

30. Lost Property. Landlord will not be responsible for any lost or stolen property, equipment, money or jewelry from the Premises or public rooms regardless of whether such loss occurs when the item is locked against entry.

31. Noise. Tenant shall not make, or permit to be made, any unseemly or disturbing noises or interfere with occupants of the Property or neighboring buildings or premises or those having business with them. Tenant shall not throw anything out of the doors, windows or skylights or down the passageways.

32. No Soliciting. Tenant shall not disturb, solicit, or canvass any occupant of the Building and shall cooperate to prevent same.

33. Prohibited Uses. Tenant shall not occupy or permit any portion of the Premises to be occupied as an office that is not generally consistent with the character and nature of an ordinary desk-type office. Tenant shall not permit any portion of the Premises to be used (a) as an office for a public stenographer or public typist, or (b) for sale to the general public of beer, wine, liquor, or drugs; (c) for rendition of medical, dental or other diagnostic or therapeutic services; (d) as a barber, beauty or manicure shop; (e) as an employment agency or labor office; (f) as a dance or music studio or as a school; (g) as a radio or television or recording studio, theater or exhibition hall; (h) as a restaurant or bar; (i) for lodging, sleeping or any immoral purpose; (j) for the preparation, dispensing or consumption of food and beverages; (k) for manufacturing, for the storage or warehousing of merchandise; (l) for sale at retail or auction of merchandise, goods or property of any kind, except for promotional purposes, or (m) for manufacturing, printing or electronic data processing, except for the operation of normal business office reproducing or printing equipment and other business machines for Tenant's own requirements at the Premises; provided, that, such use shall not exceed that portion of the mechanical or electrical capabilities of the Building equipment allocable to the Premises.

In addition, Tenant shall not conduct any business at the Premises which would tend to generate an unreasonably large amount of foot traffic in or about the Property or in any of the areas used in connection with the operation thereof, including, but not limited to, any use (i) for a banking, trust company, depository, guarantee, or safe deposit business, (ii) as a savings bank, or as a savings and loan association, or as a loan company, (iii) for the sale of travelers checks, money orders, drafts, foreign exchange or letters of credit or for the receipt of money for transmission, (iv) as a stockbroker's or dealer's office or for the underwriting of securities, or (v) as a government office or foreign embassy or consulate, or (vi) as a tourist or travel bureau, or (b) for use which conflicts with any "exclusive" use clause in favor of another tenant of the Property, or (c) for use which would be prohibited by any other portion of this Lease (including, but not limited to, any Rules and Regulations then in effect) or in violation of law.

34. Additional Rules. Landlord reserves the right to make such other and further reasonable rules and regulations as in Landlord's judgment may from time to time be necessary for the safety, care and cleanliness of the Premises or the Building, or the Property, and for the preservation of good order therein. Any such other or further rules and regulations shall be binding upon Tenant with the same force and effect as if they had been inserted herein at the time of the execution hereof.

EXHIBIT F

STATE CONTRACTING CERTIFICATIONS,
AFFIDAVITS AND AFFIRMATIONS

COVER SHEET

The following certifications, affidavits and affirmations are provided in connection with an agreement or contract (the "Contract") by and between FGA 280 TRUMBULL, LLC and GRUNBERG 280 TRUMBULL, LLC (each, a "Contractor") and Connecticut Health Insurance Exchange ("CHIE") dated as of November 5, 2012. The duly authorized and acting officer of Contractor signing the attached documents is Ariel Grunberg, the Authorized Signatory of Contractor.

The Contract Execution Date is November 5, 2012. The date that CHIE began planning the project, services, procurement, lease or licensing agreement covered by the Contract (the "Planning Start Date") is N/A.

The Certifications, Affidavits and Affirmations are applicable as follows:

- I. **CERTIFICATION OR AFFIDAVIT REGARDING NONDISCRIMINATION AND AFFIRMATIVE ACTION PROVISIONS - Applicable to all Contractors**
- II. **CERTIFICATION REGARDING OCCUPATIONAL SAFETY AND HEALTH ACT COMPLIANCE - Applicable to all Contractors**
- III. **GIFT AFFIDAVIT AND CERTIFICATION - Applicable to Contractors with contracts valued at \$500,000 or more**
- IV. **CERTIFICATION REGARDING CAMPAIGN CONTRIBUTIONS - Applicable to Contractors with a contract valued at more than \$50,000, or a combination or series of contracts valued at \$100,000 or more in a calendar year**
- V. **AFFIDAVIT REGARDING CONSULTING AGREEMENTS - Applicable to Contractors with contracts valued at \$50,000 or more**
- VI. **AFFIRMATION OF RECEIPT OF STATE ETHICS LAW SUMMARY - Applicable to Contractors with contracts valued at more than \$500,000**
- VII. **AFFIRMATION OF WHISTLEBLOWING STATUTE - Applicable to Contractors with contracts valued at more than \$5,000,000**
- VIII. **AFFIRMATION OF APPLICABLE EXECUTIVE ORDERS - Applicable to all Contractors**

The applicable provisions of the Connecticut General Statutes for all of the above Certification, Affidavits and Affirmations are attached as Attachment A.

I. CERTIFICATION OR AFFIDAVIT REGARDING NONDISCRIMINATION AND AFFIRMATIVE ACTION PROVISIONS (Conn Gen. Stat. §§ 4a-60 and 4a-60a)

(Check the Representation/Certification/Affidavit that applies and sign where indicated)

For contracts valued at less than \$50,000

I hereby represent that I am authorized to execute and deliver this representation on behalf of Contractor and that Contractor has a policy in effect that complies with the nondiscrimination agreements and warranties of Conn. Gen. Stat. §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

Signed: _____ Date: _____

For contracts valued at \$50,000 or more for any year of the contract

CHECK ONE

I hereby certify the following is a true and correct copy of the resolution adopted on _____, 20__ by Contractor's governing body in accordance with all of its documents of governance and management and the laws of the _____, and further certify that such resolution has not been modified, rescinded or revoked, and is, at present, in full force and effect:

RESOLVED: That _____, hereby adopts as its policy the nondiscrimination agreements and warranties required under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

In witness whereof, the undersigned has executed this certificate the day and date indicated below.

Signed: _____ Date: _____

OR

I hereby certify that a prior resolution adopted by Contractor's governing body and provided to CHIE, and that complies with the nondiscrimination agreements and warranties of Conn. Gen. Stat. §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended, remains in full force and effect on the date this documentation is submitted to CHIE.

Signed: _____ Date: _____

(This next section is for execution by CHIE where Contractor supplies a prior resolution regarding nondiscrimination)

I, the undersigned head of CHIE, or designee, certify that the attached prior resolution of Contractor complies with the nondiscrimination agreements and warranties of Conn. Gen. Stat. §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

Signed: _____ Date: _____

OR

I am over the age of eighteen (18) and understand and appreciate the meaning of an oath. I hereby certify under penalty of false statement that I am duly authorized to adopt company or corporate policy for Contractor and that Contractor has a policy in effect that complies with the nondiscrimination agreements and warranties of Conn. Gen. Stat. §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

Signed By: *Ariel Grunberg*
Name: Ariel Grunberg
Title: Authorized Signatory
FGA 280 TRUMBULL, LLC

Date: November 6, 2012



Subscribed and sworn to before me, this 6th day of November, 2012.

[Signature]
Commissioner of the Superior Court
(or Notary Public)

DON - ANTONIO R. LETANG.
11.06.12

Signed By: *Ariel Grunberg*
Name: Ariel Grunberg
Title: Authorized Signatory
GRUNBERG 280 TRUMBULL, LLC

Date: November 6, 2012

Subscribed and sworn to before me, this 6th day of November, 2012.

[Signature]
Commissioner of the Superior Court
(or Notary Public)



DON - ANTONIO R. LETANG.
11.06.12.

II. CERTIFICATION REGARDING OCCUPATIONAL SAFETY AND HEALTH ACT COMPLIANCE (Conn. Gen. Stat. § 31-57b)

I hereby certify that Contractor (1) has not been cited for three or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three-year period preceding the date of the bid/RFP/solicitation, provided such violations were cited in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction or (2) which has not received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the date of the bid/RFP/solicitation.

FGA 280 TRUMBULL, LLC

By: _____

Name: Ariel Grunberg
Title: Authorized Signatory

Dated: November 6, 2012

GRUNBERG 280 TRUMBULL, LLC

By: _____

Name: Ariel Grunberg
Title: Authorized Signatory

Dated: November 6, 2012

IV. CERTIFICATION REGARDING CAMPAIGN CONTRIBUTIONS (Conn. Gen. Stat. § 9-612)

For a contract valued at \$50,000 or more, or a combination or series of contracts valued at \$100,000 or more in a calendar year

I certify that neither Contractor nor any of its principals, as defined in Conn. Gen. Stat. § 9-612(g)(1), with regard to the Contract or the Contract solicitation, has made any campaign contributions to, or, on or after January 1, 2011, solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of Conn. Gen. Stat. § 9-612(g)(2)(A).

I further certify that neither Contractor nor any of its principals, as defined in Conn. Gen. Stat. § 9-612(g)(1), with regard to a state contract or a state contract solicitation with or from the General Assembly, has made any campaign contributions to, or, on or after January 1, 2011, solicited any contributions on behalf of, any exploratory committee, candidate committee or political committee established by a candidate for nomination or election to the office of state senator or state representative, or party committee, in violation of Conn. Gen. Stat. § 9-612(g)(2)(B).

I further certify that all lawful campaign contributions that have been made on or after December 31, 2006 by Contractor or any of its principals, as defined in Conn. Gen. Stat. § 9-612(g)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:

Lawful Campaign Contributions to Candidates for Statewide Public Office:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>
05/17/10	Michael Grunberg	Oz for Governor, Inc.	\$1,000.00	Cash
04/22/10	Michael Grunberg	Dan Malloy For Governor	\$100.00	Cash

Lawful Campaign Contributions to Candidates for the General Assembly:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>
08/13/12	Michael Grunberg	Dauplaise for Connecticut	\$100.00	Cash

I further acknowledge receipt of SEEC Form 10, Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contributions and Solicitation Limitations attached as Exhibit 1 hereto.

FGA 280 TRUMBULL, LLC

By: 
Name: Ariel Grunberg
Title: Authorized Signatory

Dated: November 6, 2012

GRUNBERG 280 TRUMBULL, LLC

By: 
Name: Ariel Grunberg
Title: Authorized Signatory

Dated: November 6, 2012

EXHIBIT 1

(to Certification regarding campaign contributions)

SEEC FORM 11

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

Campaign Contribution and Solicitation Ban

No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to “State Contractor Contribution Ban.”

Definitions:

“State contractor” means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. “State contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person’s capacity as a state or quasi-public agency employee.

“Prospective state contractor” means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. “Prospective state contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person’s capacity as a state or quasi-public agency employee.

“Principal of a state contractor or prospective state contractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and

duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

“State contract” means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. “State contract” does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

“State contract solicitation” means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

“Managerial or discretionary responsibilities with respect to a state contract” means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

“Dependent child” means a child residing in an individual’s household who may legally be claimed as a dependent on the federal income tax of such individual.

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

EXHIBIT 1
(to Certification regarding campaign contributions)

SEEC FORM 11

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

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No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or *solicit* contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to “State Contractor Contribution Ban.”

Definitions:

“State contractor” means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. “State contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person’s capacity as a state or quasi-public agency employee.

“Prospective state contractor” means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. “Prospective state contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively

amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

V. AFFIDAVIT REGARDING CONSULTING AGREEMENTS (Conn. Gen. Stat. § 4a-81)

For contracts valued at \$50,000 or more in any calendar or fiscal year

Contractor hereby swears and attests as true to the best knowledge and belief of the person signing below that, except as expressly disclosed in Schedule A attached hereto, no consulting agreement, as defined in Conn. Gen. Stat. § 4a-81, has been entered into in connection with the Contract.

"Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with CHIE, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to the Contract. Consulting agreement does not include any agreements entered into with a consultant who is registered as a lobbyist under Chapter 10 of the Connecticut General Statutes as of the date of this affidavit.

Contractor agrees to amend this affidavit if and when any consulting agreement is entered into during the term of the Contract.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Signed By: *Ariel Grunberg* Date: November 6, 2012
Name: Ariel Grunberg
Title: Authorized Signatory
FGA 280 TRUMBULL, LLC



Subscribed and sworn to before me, this 6th day of November, 2012.
Don Antonio Ricardo Letang
Commissioner of the Superior Court
(or Notary Public)

Signed By: *Ariel Grunberg* Date: November 6, 2012
Name: Ariel Grunberg
Title: Authorized Signatory
GRUNBERG 280 TRUMBULL, LLC



Subscribed and sworn to before me, this 6th day of November, 2012.
Don Antonio Ricardo Letang
Commissioner of the Superior Court
(or Notary Public)

Schedule A

To Affidavit Regarding Consulting Agreement (Conn. Gen. State §4a-81)

1. Property Management Agreement between FGA 280 Trumbull, LLC and Grunberg 280 Trumbull, LLC (“**Landlord**”) and its affiliated property management company, Grunberg Management Company, for the management and leasing of the commercial office building located at 280 Trumbull Street, Hartford, Connecticut (“**Building**”). The employees of Grunberg Management Company (Robert DeManche, Property Manager) provide property management and leasing services to the Landlord and in that capacity, counsel the Landlord on all leasing matters relating to the Building, including the subject lease agreement with Connecticut Health Insurance Exchange (“**CHIE**”), and have had, and will have, contact with CHIE with respect to its use and occupancy of its leased space at the Building. To the best of Landlord’s knowledge after due inquiry, none of the management personnel at Grunberg Management Company in contact with CHIR are former state employees or public officials.

2. Leasing Brokerage Agreement between Landlord and CBRE-N.E. Partners, LP (“**CBRE**”) with respect to the solicitation of tenants generally for the leasing of space at the Building. The two members of CBRE responsible for the leasing of space in the Building are Robert Botters and Alexis Augsberger and those two individuals have also been involved (as Landlord’s leasing broker) in the leasing of 15,000 rentable square feet space in this Building to CHIE and have had contact with CHIE through CHIE’s broker, CLW Real Estate Services Group solely for the purpose of lease negotiations. Based upon the advice of each such individual, neither of such individuals is a former state employee or public official.

Schedule A

To Affidavit Regarding Consulting Agreement (Conn. Gen. State §4a-81)

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VIII. AFFIRMATION OF APPLICABLE EXECUTIVE ORDERS

To the extent applicable to this Contract, Contractor acknowledges that it will be required to comply with the provisions of the following Executive Orders: Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms; Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; Executive Order No. 16 of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace; Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; and Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices.

FGA 280 TRUMBULL, LLC

By: 
Name: Ariel Grunberg
Title: Authorized Signatory

Dated: November 6, 2012

GRUNBERG 280 TRUMBULL, LLC

By: 
Name: Ariel Grunberg
Title: Authorized Signatory

Dated: November 6, 2012

FIRST AMENDMENT OF LEASE

THIS FIRST AMENDMENT OF LEASE (the "**Amendment**") made as of June 1, 2013 by and between **FGA 280 TRUMBULL, LLC**, a Delaware limited liability company, and **GRUNBERG 280 TRUMBULL, LLC**, a Delaware limited liability company, both having its principal place of business at Grunberg Realty, 928 Broadway, Suite 200, New York, New York 10010 (together, the "**Landlord**") and the **CONNECTICUT HEALTH INSURANCE EXCHANGE**, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut with its principal place of business at 280 Trumbull Street, Hartford, Connecticut 06103 (the "**Tenant**").

RECITALS:

A. Landlord is the owner of certain building (the "**Building**") located at 280 Trumbull Street, Hartford, Connecticut (the "**Property**");

B. Landlord and Tenant are parties to a lease for a portion of the Building by Lease dated as of November 5, 2012 (the "**Original Lease**") pursuant to which Tenant leases certain space on the 15th floor of the Building consisting of 14,300 rentable square feet in area as more particularly described in the Original Lease (the "**Original Premises**");

C. Tenant has requested the right to lease additional space on the 15th floor of the Building in order to expand the Original Premises currently leased and occupied by Tenant;

D. Landlord and Tenant have agreed to modify certain of the terms of the Lease in order to provide for the leasing of 2,997 r.s.f. of additional space by Tenant on the 15th floor of the Building, to modify Tenant's rental obligations relative to the leasing of such additional space and to evidence the agreements of the parties concerning certain related matters;

NOW, THEREFORE, in consideration of the mutual promises contained herein and Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, and subject to the approval of this Amendment by Landlord's lenders, Landlord and Tenant hereby covenant and agree as follows:

ARTICLE 1. DEFINITIONS; INTERPRETATION

1.1 Defined Terms.

(a) The term "**Lease**" as used herein and in the Original Lease shall mean and refer to the Original Lease as amended by this Amendment.

(b) Capitalized terms used herein but not otherwise defined herein shall have the meanings given to them in the Lease.

1.2 **Agreement to Amend.** Landlord and Tenant agree to amend the Lease as set forth below in Section 2 below and in accordance with such other amendatory agreements as are otherwise contained in this Amendment:

ARTICLE 2. AMENDMENTS

2.1. **Premises.** Article 1 of the Original Lease is hereby amended to add the following new Section 1.5:

"1.5 Lease of Expansion Space.

(a) Expansion Space. Landlord, for and in consideration of the rents herein reserved and of the covenants, agreements and conditions herein contained on the part of Tenant to be performed, hereby leases to Tenant, and Tenant hereby accepts from Landlord, certain additional space shown on Exhibit A-1 attached hereto and made a part hereof, containing **2,997** rentable square feet in area on the fifteenth (15th) floor of the Building (the "**Expansion Space**") for a term that is coterminous with the Initial Term hereof with respect to the Premises originally leased hereunder. No rights to light or air over any real estate, whether belonging to Landlord, or any other party, are granted to Tenant by this Lease of the Expansion Space. Tenant has inspected the Expansion Space and agrees to accept the Expansion Space in its "AS IS" CONDITION WITH ALL FAULTS, subject to the "**Substantial Completion**" (as defined in Section 21.1.2 below) of the "**Expansion Leasehold Improvements**" (defined below in Section 21.1.1)

(b) Expansion Commencement Date. Landlord agrees to deliver possession of the Expansion Space to Tenant on or before the "**Expansion Commencement Date**" (as defined in Section 21.1.2 hereof). Effective on the Expansion Commencement Date, the Premises shall comprise **17,297** rentable feet of space; and the Expansion Space shall become part of the Premises for all purposes of this Lease, except as otherwise expressly provided herein. The Term of this Lease with respect to the Expansion Space and the obligations of the parties hereto concerning the Expansion Space shall commence on the Expansion Commencement Date."

2.2 Parking. Section 1.3 of the Original Lease is hereby amended to add the following :

"Effective on the Expansion Commencement Date, Tenant shall be entitled to use, without additional cost to Tenant, three (3) additional non-exclusive parking spaces in common with other Building tenants and visitors on account of its leasing of the Expansion Space (based upon the ratio set forth above of one (1) non-exclusive parking space per 1,000 rentable square feet), subject to the terms and conditions set forth herein."

2.3 Rent Abatement. Section 4.1.3 of the Original Lease is hereby amended to add the following: "The scheduled monthly installments of Annual Base Rent that are subject to abatement during the Abatement Months includes the monthly Annual Base Rent payable with respect to the entire Premises, inclusive of the Expansion Space."

2.4 Annual Base Rent. Section 4.1 of the Original Lease is hereby amended to add the following new Section 4.1.4:

"4.1.4. Annual Base Rent for Expansion Space. Beginning on the Expansion Commencement Date:

(a) Annual Base Rent for the Expansion Space (as scheduled in the table below) shall become due and payable and shall continue throughout the Term; and

(b) Tenant shall pay (in addition to the Annual Base Rent payable for the Premises initially leased hereby) to or upon the order of Landlord, Annual Base Rent at the "Annual Base Rental Rate" set forth below for the Expansion Space in the following annual amounts in consecutive equal monthly installments on or before the first (1st) day of each calendar month in advance as stated below (and a pro-rated payment shall be due and payable on for the month in which the Expansion Commencement Date occurs if such date does not occur on the first day of a calendar month):

EXPANSION SPACE – ANNUAL BASE RENT TABLE

<u>Period</u>	<u>Annual Base Rent</u>	<u>Annual Base Rental Rate (Per Rental Square Foot)</u>	<u>Monthly Base Rent</u>
Lease Year 1	\$59,190.75	\$19.75	\$4,932.56
Lease Year 2	\$60,689.25	\$20.25	\$5,057.44
Lease Year 3	\$62,187.75	\$20.75	\$5,182.31
Lease Year 4	\$63,686.25	\$21.25	\$5,307.19
Lease Year 5	\$65,184.75	\$21.75	\$5,432.06
Lease Year 6 (months 1-5)	\$65,184.75	\$21.75	\$5,432.06

The figures above include the annualized payments of the "Monthly Base Rent". The parties anticipate that the Expansion Space Commencement Date will occur prior to the end of the first Lease Year, and that, as a result, the Annual Base Rent payable by Tenant with respect to the Expansion Space during the first Lease Year will be less than the twelve (12) monthly payments scheduled in the table above.

2.5 **Additional Rent – Definitions.** Section 5.1 of the Original Lease is hereby amended as follows to include the following immediately before the last sentence of the definition of "Tenant's Share":

(a) "Effective on the Expansion Commencement Date, the Tenant's Share shall be increased to two and six hundred and two thousandths percent (2.602%) for purposes of calculating Tenant's Share of Tax Increases and Tenant's Share of Expense Increases that are payable as Additional Rent.

2.6 **Extension Allowance.** In Section 17.6.1 of the Original Lease, the second sentence thereof is hereby amended and restated as follows:

"Landlord agrees to pay Tenant an allowance of up to Eighty-Six Thousand Four Hundred Eighty-Five and 00/100 Dollars (\$86,485.00) (\$5.00 per square foot of the rentable square foot area of the Premises) (the "**Extension Allowance**") to reimburse Tenant for the cost of tenant improvements constructed by Tenant to prepare the Premises for Tenant's business operations during the Extension Period, subject to Tenant's due exercise of the Extension Option and the terms and conditions of this Section 17.6."

2.7 **Termination Payment – Expansion Space.** Section 19.2 of the Original Lease is hereby Amended to add the following:

"Landlord and Tenant hereby confirm that the Termination Payment shall also include the unamortized costs incurred by Landlord for the items described in clauses (i) and (ii) above with respect to the leasing of the Expansion Space; provided, however, the parties agree that the amortization period used to determine the portion of the Termination Payment applicable to the Expansion Space shall be a shorter period than the 65-month period used with respect to the Premises originally leased hereby. The amortization period for the Expansion Space shall be the number of months in the period commencing on the Expansion Commencement Date and ending on the Expiration Date."

2.8 **Expansion Leasehold Improvements.** The Original Lease is hereby amended to add new Article 21 as follows.

"ARTICLE 21 COMPLETION AND OCCUPANCY OF EXPANSION SPACE

21.1 **Delivery of the Expansion Space.**

21.1.1 **Expansion Space Plans.** Tenant and Landlord have approved the space plans for the Expansion Space, which are attached hereto as **Exhibit C-3** and made a part hereof (the "**Expansion Concept Plan**") and which show Tenant's leasehold improvements and installations for the Expansion Space (the "**Expansion Leasehold Improvements**"). Landlord agrees to construct the Expansion Leasehold Improvements in accordance with the Expansion Concept Plan and the current "Tenant Standards – Expansion Space" attached hereto as **Exhibit C-4**. Tenant has made its selections of tenant finishes and materials for the Expansion Leasehold Improvements and Landlord has approved the same. Landlord, at its expense, shall have architectural and mechanical and drawings prepared (to the extent necessary) for the Expansion Leasehold Improvements (the "**Expansion Final Plans**") consistent with the Expansion Concept Plan and the Tenant Standards as required to construct the Expansion Leasehold Improvements, including construction drawings stamped by an architect for submission to the governmental authorities for the issuance of the required approvals and permits. Tenant agrees that it will take all actions as may be necessary to enable Landlord to complete such Expansion Final Plans within five (5) Business Days following execution of that certain First Amendment of Lease between Landlord and Tenant dated as of May 30, 2013. Tenant agrees to approve such Expansion Final Plans within three (3) Business Days following Landlord's delivery of such Expansion Final Plans ("**Expansion Final Plan Approval Date**"). Such approved Expansion Final Plans are referred to herein as the "**Approved Expansion Plans**". Landlord shall "Substantially Complete" (as defined in Section 3.1.3 above) the Expansion Leasehold Improvements in accordance with the Approved Expansion Plans and deliver possession of the Expansion Space to Tenant, subject to the terms and conditions of this Article 21.

21.1.2 **Target Delivery Date.** Subject to Tenant's performance of its obligations hereunder, Landlord, on behalf of Tenant, shall Substantially Complete the Expansion Leasehold Improvements in accordance with the Approved Expansion Plans and deliver possession of the Expansion Space to Tenant within forty-five (45) Business Days following the issuance of a building permit for such work (such date, the "**Expansion Target Delivery Date**"). Landlord's obligation to construct the Expansion Leasehold Improvements shall not require Landlord to incur overtime costs or expenses nor the construction of any "Specialty Work" (as defined above in Article 3). The obligations of the parties hereto with respect to the Expansion Space shall commence on a date (hereinafter referred to as the "**Expansion Commencement Date**") which shall be the sooner of (a) the date Tenant commences operation of its business in all or any portion of the Expansion Space; or (b) the date that the Expansion Leasehold Improvements have been "Substantially Completed" (as defined in Section 3.1.3 above).

21.1.3 **Extension of Expansion Target Delivery Date.** Notwithstanding the foregoing, if the Expansion Leasehold Improvements are not Substantially Completed on or before the Expansion Target Delivery Date on account of a Tenant Delay, Force Majeure Delay, or Landlord Delay (as such terms are defined in Section 3.2 above), then the Expansion Target Delivery Date shall be extended by the number of days of construction delay in achieving Substantial Completion, subject to the operation of Section

21.2 hereof.

21.2 Delayed Delivery of the Expansion Space.

21.2.1 Delayed Delivery. If Landlord shall be unable to Substantially Complete and deliver possession of the Expansion Space on or before the Expansion Target Delivery Date by reason of the fact that work required to be done by Landlord hereunder has not been Substantially Completed by that date, Landlord shall not be subject to any penalty, claim or liability nor shall the validity of this Lease or the obligations of Tenant hereunder be in any way affected except as provided in this Section below, and in no event to the extent such delay results from any Force Majeure Delay or Tenant Delay.

21.2.2 Effect of Tenant Delay. If Landlord is unable to Substantially Complete the Expansion Leasehold Improvements and deliver possession of the Expansion Space to Tenant on or before the Expansion Target Delivery Date as a result of any Tenant Delay, (or any act or omission by Tenant or any Tenant Parties), including, without limitation, any delay in the submission of Tenant's drawings, specifications or information, or in approving the Expansion Final Plans or estimates or in giving any authorization or approval requested by Landlord, the Expansion Leasehold Improvements shall be deemed to be Substantially Completed on the date that the same would have been Substantially Completed in the absence of such Tenant Delay, and Tenant shall be financially responsible for the Rent allocable to the Expansion Space, (pro-rated on a per diem basis) for the number of days of Tenant Delay experienced by Landlord in order to Substantially Complete the Expansion Leasehold Improvements and deliver the Expansion Space to Tenant, and such sum shall be due and payable by Tenant upon written demand by Landlord. In no event shall any Tenant Delay be deemed to relieve or excuse Landlord from exercising commercially reasonable efforts to construct the Expansion Leasehold Improvements to the extent feasible, subject to the effect of such Tenant Delay.

21.2.3 Effect of Landlord Delay. If Landlord is unable to Substantially Complete the Expansion Leasehold Improvements and deliver possession of the Expansion Space to Tenant within thirty (30) days following the Expansion Target Delivery Date as a result of a "**Landlord Delay**", then, as liquidated damages and as Tenant's sole remedy at law and in equity for such Landlord Delay, Tenant shall receive a per diem credit of the portion of the Annual Base Rent (allocable to the Expansion Space) for each day that the Expansion Commencement Date is delayed beyond such thirty (30)-day period solely as a result of such Landlord's Delay (and the Term shall be extended an equal number of days).

21.3 Tenant's Communications Systems and Tenant's Systems. Tenant, at its sole expense, shall design, install, construct and maintain Tenant's Communications Systems and Tenant's Systems within the Expansion Space and the related wiring and cabling within the Building necessary for the operation thereof in accordance with the terms and conditions of Section 3.3 hereof, as applied with respect to the Expansion Space (with such corresponding and necessary modifications to the text of such Lease provisions). Tenant's Systems shall not be included in the Expansion Leasehold Improvements.

21.4 Expansion Space - Confirmatory Amendments. When the Expansion Space Commencement Date hereof has been determined in accordance with the provisions set forth in this Lease, the parties hereto shall execute a document in recordable form, setting forth said dates and said document shall be deemed a supplement to and part of this Lease. The parties

hereto agree to execute such confirmatory document not later than fifteen (15) days following the Expansion Commencement Date.”

2.9 **Exhibits**. The Original Lease is hereby amended to incorporate Exhibit A-1 and Exhibit C-3 attached to this Amendment.

ARTICLE 3. MISCELLANEOUS

3.1 **Lease Ratification**. This instrument and all of the terms and provisions hereof shall be considered for all purposes to be incorporated into and made part of the Original Lease. The Original Lease and each provision, covenant, condition, obligation, right and power contained therein is hereby ratified and confirmed, and, as modified hereby, shall continue in full force and effect. All references appearing in the Original Lease and in any related instruments shall be amended and read hereafter to be references to the Original Lease as amended by this Amendment. In the event of any inconsistencies or conflicts between other provisions of the Lease and the provisions of this instrument, the provisions hereof shall govern and control. Except as expressly set forth herein, the Original Lease has not otherwise been modified or amended and remains in full force and effect and is ratified by the parties hereto.

3.2 **Authority**. Landlord represents and warrants to Tenant that Landlord and the person signing on its behalf are duly authorized to execute and deliver this Amendment and that this Amendment constitutes its legal, valid and binding obligation. Tenant hereby represents and warrants to Landlord that Tenant and the person signing on its behalf is duly authorized to execute and deliver this Amendment, and that this Amendment constitutes the legal, valid and binding obligation of Tenant.

3.3 **Broker**. Landlord and Tenant represent and warrant to each other that they have not had any dealings with any broker, agent or finder in connection with the transaction evidenced by this Amendment. Each party agrees to protect, indemnify, defend and hold the other harmless from and against any and all expenses with respect to any compensation, commissions and charges claimed by any broker, agent or finder with respect to this Amendment and the negotiation thereof that is made by reason of any action or agreement by such party.

3.4 **Time of Essence**. Time is of the essence with respect to the due performance of the terms, covenants and conditions contained in this Amendment.

3.5 **Modifications**. Neither this Amendment nor any term or provision hereof may be changed, waived, discharged or terminated orally, and no breach thereof shall be waived, altered or modified, except by a written instrument signed by the party against which the enforcement of the change, waiver, discharge or termination is sought.

3.6 **Execution by Facsimile**. The parties hereto agree that signatures to this Amendment, and any amendment hereof, may be transmitted between them and/or their respective legal counsel by telecopier/facsimile machine or by electronic PDF file. The parties intend that signatures transmitted as a telecopy or a scanned electronic image constitute original signatures and that this Amendment or amendment thereof (including counterparts thereof) containing the signatures (original, facsimile or scanned) of all the parties is valid and binding on the parties once sent via facsimile machine or via electronic mail to the other party or its legal counsel. Each party agrees to promptly deliver an execution original of this Amendment (and any amendment hereto) with its actual signature to the other party, but a failure to do so shall not affect the enforceability of this Amendment (or any amendment hereto).

3.7 **Counterparts**. This Amendment may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute

one and the same Amendment. This Amendment represents the entire agreement between the parties concerning the subject matter hereof and supersedes all prior discussions, negotiations and agreements between them regarding the subject matter of this Amendment.

3.8 **Miscellaneous**. This Amendment shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns. This Amendment shall be governed by and construed in accordance with the laws of the State of Connecticut.

3.9 **Submission**. The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the Premises.

3.10 **Effective Date**. This Amendment shall become effective and binding upon the parties hereto upon the execution and delivery of this Amendment by each of the parties hereto, and the approval hereof by the holder of any mortgage encumbering the Property.

[PAGE ENDS HERE – SIGNATURES ARE ON THE NEXT PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Amendment to be duly executed as of the day and year first written above.

WITNESSED BY:

[Signature]
Signature of Witness
Print Name: Stephanie P Wong
Stephanie P
Signature of Witness
Name:
Print Name: Stephanie Goldstein

[Signature]
Signature of Witness
Print Name: Stephanie P Wong
Stephanie P
Signature of Witness
Print Name: Stephanie Goldstein

[Signature]
Signature of Witness
Print Name: VIRGINIA A Lamb

[Signature]
Signature of Witness
Print Name: Susan Rich-Bye

LANDLORD:

FGA 280 TRUMBULL, LLC

By: [Signature]
Name: SUSAN DONAHUE
Title: AUTHORIZED SIGNATORY

GRUNBERG 280 TRUMBULL, LLC

By: [Signature]
Name: SUSAN DONAHUE
Title: AUTHORIZED SIGNATORY

TENANT:

CONNECTICUT HEALTH INSURANCE EXCHANGE

By: [Signature]
Name: Kevin J. Courihan
Title: CEO

STATE OF NEW YORK)
) ss. New York City
COUNTY OF NEW YORK)

On this the 19 day of June, 2013, before me, the undersigned officer, personally appeared SUSAN DONAHUE, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged himself to be a Member of FGA 280 Trumbull, LLC and Grunberg 280 Trumbull, LLC, limited liability companies, and that he, as such member of FGA 280 Trumbull, LLC, and Grunberg 280 Trumbull, LLC, being authorized so to do, executed the foregoing instrument as the free act and deed of the company for the purposes contained therein by signing the name of the company by himself as a Member of FGA 280 Trumbull, LLC, and Grunberg 280 Trumbull, LLC.

IN WITNESS WHEREOF, I hereunto set my hand.



Notary Public
My Commission Expires:

[Affix Notarial Seal]

NEIL SCHNEIDER
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01SC6065135
Qualified in Nassau County
Commission Expires October 9, 2013

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

On this the 14 day of June, 2013, before me, the undersigned officer, personally appeared Kevin J. Corum, Inc., known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged himself to be the CEO of Connecticut Health Insurance Exchange, a quasi-public agency, and that he, as such CEO being authorized so to do, executed the foregoing instrument as the free act and deed of the corporation for the purposes contained therein by signing the name of such quasi-public agency by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand.


Commissioner of the Superior Court
Notary Public #405996
My Commission Expires: CT Bar #

[Affix Notarial Seal]

EXHIBIT A-1

Floor Plan – Expansion Space

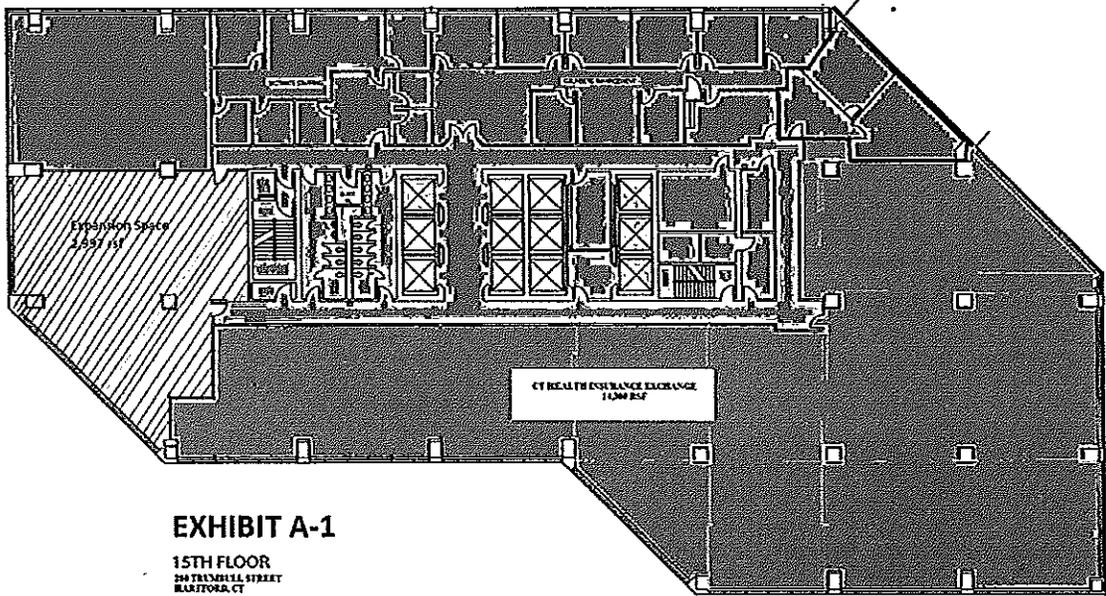
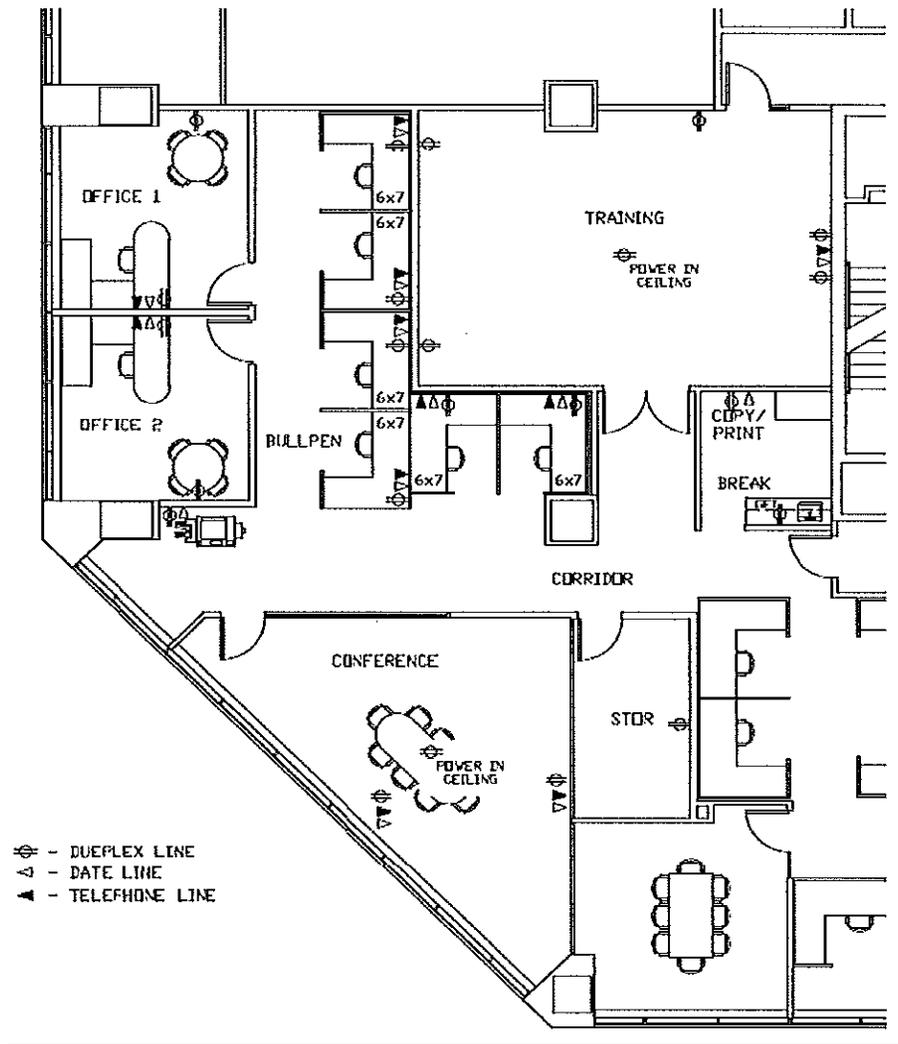


EXHIBIT C-3

Expansion Concept Plan



Landlord will demise and construct space according to agreed upon plan as shown above, including any/all work necessary related to Electrical, HVAC, Plumbing, Fire Life Safety, as required by State and Local code. Landlord will paint all walls in expansion space and carpet expansion space with Tenant Selection from building standard materials. Tenant agrees that any changes to the approved plan that require the use of above-building standard finish or materials, or which increase the scope or cost of Landlord's work, that such cost difference between building standard finishes and materials, and/or such work and that of such Tenant's changes, will be at Tenant's sole expense, and Tenant shall pay Landlord the incremental cost thereof within ten (10) Business Days following Landlord's delivery of invoice therefor.

Tenant has chosen **SW6196 Frosty White** as its Paint Selection and **SW6198 Sensible Hue** as its Trim Paint Selection for the Expansion Space. Tenant has chosen **Mohawk 565 Water's Edge** as its Carpet Selection for the Expansion Space. Tenant agrees that it will make its selection of Vinyl Wall Base, Cabinet Laminate, and Counter-top Laminate within five (5) Business Days following the execution of this Amendment.

EXHIBIT C-4

Tenant Standards – Expansion Space

Exhibit C-4 Tenant Standards-Expansion Space 280 Trumbull Street

All Interior Color Schemes

Interior Finishes		Notes:
General Field Carpet	MFR:Shaw Contract, Patten Loop, 100% Eco Solution CI SD Nylon, 26oz/sqyd (or equivalent)	STANDARD
Border/Accent Carpet	MFR:Shaw Contract,Solid Cut Pile,100% Solutia LXI Nylon,30oz/sq yd (or equivalent)	UPGRADE
Resilient Flooring	MFR:Johnsonite Commercial,Vinyl Composite Tile, 12"x12", 1/8 gauge (or equivalent)	STANDARD
Cove Base	MFR: Johnsonite, Vinyl Wall Base, 4" high x 1/8" thick	STANDARD
Wood Base	MFR: Paint Grade Wood, 4" high x 5/8" thick (verify height)	UPGRADE
Acoustical Ceiling Tile	MFR: Armstrong, Cortega Square Lay In Tile 20"x60" (or equivalent)	STANDARD
Acoustical Ceiling Tile	MFR: Armstrong, Cirrus Second Look Lay In Tile 20"x60"(or equivalent)	UPGRADE
Laminate-Countertops	MFR: Formica Plastic Laminate, Grade 10 (0.048")	STANDARD
Laminate –Cabinets	MFR: Formica Plastic Laminate, Grade 10 (0.048")	STANDARD
Wall Paint	MFR: Sherman Williams/Benjamin Moore, Latex Paint, Eggshell Finish (or equivalent)	STANDARD
Vinyl Wall Covering	MFR: Koroseal Type II Vinyl Wall Covering 21oz 53/55 in(or equivalent)	UPGRADE
Trim Paint	MFR: Sherman Williams/Benjamin Moore, Latex Paint, Semi Gloss Finish(or equivalent)	STANDARD
Window Blinds	MFR: Levelor, Riviera Dusinguard Series, 1-3/8" Blind (or equivalent)	STANDARD
Lighting	MFR: Columbia Lighting/Hubbell Lighting Inc (or equivalent)	STANDARD
Interior Hardware		
Entry Door	MFR: Marshfield Door Systems, solid core 9'-0"x3'0,Pre-Finished Wood	STANDARD
Entry Door Hardware	MFR:Sargent, 8200 Mortise Locks, LNP Lever Design	STANDARD
Tenant Doors-Interior	MFR: TYPE: Paint-grade solid core, 9'0"x3'0" Hardwood door	STANDARD
Tenant Doors Interior	MFR: Marshfield Door Systems, solid core, 9'0"x3'0" pre-finished wood	UPGRADE
Door Hardware	MFR: Sargent, 8200 Mortise Locks, LNP Lever Design	STANDARD
Door Frames	MFR: Painted Hollow Metal, 16 gauge, knock down	STANDARD
Door Frames	MFR: Painted Hollow Metal, 16 gauge, welded joints	UPGRADE
Door Frames	MFR: Painted Hollow Metal, 16 gauge, welded joints w/unified Sidelight	UPGRADE