

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "**Agreement**") is made the 7th day of November, 2019, by and between THE STATE OF CONNECTICUT ("**Seller**" or "**State**"), acting through the Commissioner of Economic and Community Development with an address and place of business at 450 Columbus Boulevard, Suite 5, Hartford, Connecticut 06103, pursuant to Section 3 of Public Act 15-193, and RESPLER HOMES, LLC, a Connecticut limited liability company, with an address and place of business at 833 Glen Drive, Woodmere, New York 11598 ("**Purchaser**"). Additionally, the Commissioner of Administrative Services, pursuant to C.G.S. 4b-30, shall be responsible for entering into and administering the Lease agreement referenced herein on behalf of the Seller.

RECITALS

A. Seller owns two adjoining parcels of real property, one of which is an approximately 77.39 acre parcel designated as Map ID 261960386767E located at 240 Oral School Road in Old Mystic, Connecticut (the "**240 Oral School Parcel**"), and the other of which is an approximately 7.89 acre parcel designated as Map ID 261906297210E, located at 0 Oral School Road in Old Mystic, Connecticut (the "**0 Oral School Parcel**") both of which are described on Schedule A attached hereto.

B. An approximately thirty-seven (37) acre portion of the 240 Oral School Parcel is under the supervision of the State of Connecticut Department of Energy and Environmental Protection ("**CT DEEP**") as designated as "Parcel-B, N/F State of Connecticut, VOL. 90/PG. 426, Area = 37.435 ± Acres" on a property survey entitled "Property Survey, Prepared for the Department of Environmental Protection, State of Connecticut, of Land of, State of Connecticut, River Road, Groton (Mystic) Connecticut, Scale 1" = 60', November 2010", prepared by Eric Selz, Conn. L.S. #18556, which is attached hereto as Exhibit A (the "**CT DEEP Land**"). Seller shall retain the CT DEEP Land and sell to Purchaser only the remaining portion of the 240 Oral School Parcel (the "**Remaining Land**") comprising approximately 39.81 acres, and the 0 Oral School Parcel (the 0 Oral School Parcel and the Remaining Land are collectively referred to herein as the "**Land**").

C. On December 15, 2017 the Town of Groton (the "**Town**"), in conjunction with the State, issued Request for Proposals # 18-25 (the "**RFP**") for a proposed project known as Mystic Education Center Project to be located at the Property (defined in Section 1 of this Agreement).

D. On February 15, 2018 the Purchaser provided a response to the RFP which contained a detailed description of a planned development (the "**Project**").

E. The Purchaser was selected by the State as the purchaser of the Property and by the Town to develop the Project and will enter into a Development Agreement with the Town (the "**Development Agreement**"), which shall set forth the terms and conditions of Purchaser's development of the Project.

F. Purchaser desires to purchase the Property for the Project and the Seller desires to sell the Property to Purchaser, subject to the terms and conditions set forth herein.

G. The Project, as currently planned, shall consist of the construction of 700 to 800 multifamily living units and the redevelopment of the Oral School Building into a multi-use commercial building with about 115,000 square feet of rentable space providing amenities and services for residents and visitors. The Project will include recreational and retail space and parking for residents and visitors. The existing Pratt Building Recreation Center will be rehabilitated and will be leased by the Town for use by Town residents. The Project will be constructed in phases.

H. Seller and Purchaser intend to enter into a lease (the "Lease") pursuant to which the Seller will lease to Purchaser a portion of the Property as described herein at Section 8(f). The term of the Lease shall run from the Effective Date of the Lease until Closing Date or earlier termination of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

WITNESSETH:

1. SALE OF PROPERTY. For fair and adequate consideration acknowledged received, Seller hereby agrees to sell and Purchaser hereby agrees to purchase, subject to the terms and conditions set forth in this Agreement, all of Seller's right, title and interest in and to: a) the Land; (b) all of the buildings and all other structures and improvements now situated on the Land, including, but not limited to, fixtures and equipment, elevators, heating, air conditioning, plumbing, mechanical, electrical, drainage, security, life safety and fire alarm systems, and their component parts (collectively, "**Improvements**"); (c) Seller's interest in any leases or licenses at the Property ("**Lease Interests**"); and (d) all of Seller's right, title and interest in and to all tangible personal property upon the Land or within the Improvements, including specifically, without limitation, those fixtures and/or items of personal property used in connection with the operation of the Land and the Improvements (collectively, the "**Personal Property**"). The Land, the Improvements, the Lease Interests and the Personal Property are hereinafter sometimes referred to collectively as the "**Property**."

2. PURCHASE PRICE. The purchase price shall be one (\$1.00) Dollar (the "**Purchase Price**"), paid by wire transfer, bank check, or certified funds at Closing (as defined in Section 4 below).

3. TITLE.

(a) The Purchaser shall bear all costs for title examinations, abstracts, surveys, title insurance and any and all other inspections of the title to the Property that the Purchaser may require.

(b) Title. On the Closing Date, Seller shall convey to Purchaser such title as the Seller has in and to the Property subject to, and without limitation: (i) any and all provisions of any ordinance, municipal regulation, or public or private law; (ii) any declarations, restrictions, covenants, and easements of record; (iii) any state of facts which an accurate survey or personal inspection of the Property might reveal; and (iv) current property taxes.

(c) Title Objections. Within sixty (60) days from the Effective Date hereof ("**Title Review Period**"), Purchaser shall, at its sole cost and expense, obtain a title insurance commitment for the Property ("**Initial Title Commitment**"), which Initial Title Commitment shall specify all easements, liens, encumbrances, restrictions, conditions or covenants with respect to the Property. Purchaser shall provide a copy of the Initial Title Commitment and any subsequent updates to the Initial Title Commitment to Seller within seven days of receipt. In the event any exceptions (other than the Permitted Exceptions) appear in the Initial Title Commitment that are unacceptable to Purchaser, Purchaser shall provide Seller with written notice of the objection(s) ("**Title Objection**"), accompanied by a copy of the applicable Initial Title Commitment ("**Title Objection Notice**"), on or before the last day of the Title Review Period ("**Title Objection Date**"). Purchaser shall be deemed to have accepted all exceptions to title shown on the Initial Title Commitment not otherwise objected to, in writing, on or before the Title Objection Date. Similarly, Purchaser shall be deemed to have accepted all title matters shown on the surveys not otherwise objected to, in writing, as to each Survey, within ten (10) days of Purchaser's receipt thereof. All exceptions not timely objected to shall be included in the term "**Permitted Exceptions**".

(d) Subsequent Title Objections. If, at any time subsequent to the date of the Initial Title Commitment, Purchaser obtains an updated title commitment disclosing the existence of any other exceptions first appearing on the land records after the date and time of the Initial Title Commitment ("**Additional Title Exceptions**") and within ten (10) days from receipt thereof Purchaser provides Seller with written notice of such Additional Title Exceptions to which Purchaser objects (the "**Additional Title Objection Notice**"), then same shall be deemed to be a timely delivered Title Objection. If Purchaser fails to provide Seller with such timely notice, Purchaser shall be deemed to have accepted any such Additional Title Exceptions, which thereafter shall be included in the term "**Permitted Exceptions**". Seller covenants and agrees that after the Effective Date neither Seller nor any of its agents or representatives shall reasonably permit or take any action (or inaction) that would cause any lien, restriction, easement or other encumbrance to be placed on any or all of Property other than as may contemplated by this Agreement. The Initial Title Commitment together with and any title commitment updates existing as of the Closing Date and delivered to the Seller in accordance with this Section 3 are hereinafter collectively referred to as the "**Title Commitment**".

(e) Title Cure. Within thirty (30) days of Purchaser's timely delivered Title Objection Notice or Additional Title Objection Notice, as applicable ("**Title Cure Period**"), Seller shall either undertake to remedy some or all of the objections set forth therein and thereafter provide Purchaser with acceptable proof thereof, or advise Purchaser that the Seller does not intend to remedy such objection or objections, as the case may be. If, after undertaking to remedy one or more objection, Seller, acting diligently, is unable to cure such objection or objections within the thirty (30) day period, Seller shall be entitled, upon written notice to Purchaser, to an extension of up to an additional thirty (30) days within which to continue pursuing cure. If Seller does not intend to remedy any such objection or objections, or is unable to cure any such objection or objections, it shall notify Purchaser in writing by the end of the Title Cure Period (or extension thereof) whereupon Purchaser shall have the right to either (i) terminate this Agreement by written notice to Seller or (ii) continue with the purchase of the Property (with the Title Objection remaining uncured), in accordance with the terms of this Agreement and without a reduction in Purchase Price.

(f) Surveys. During the Due Diligence Period, Purchaser shall, at its sole expense, obtain a currently dated ALTA property survey for the Property, prepared by licensed professional engineers or surveyors reasonably acceptable to Seller and setting forth the metes and bounds for the Property and shall deliver a copy of the survey to Seller within seven (7) days of receipt. Such survey shall specifically delineate and exclude the CT DEEP land as described herein that is not included in this conveyance. In the event that the survey shows any easement, right-of-way, encroachment, conflict, protrusion or other matters affecting the Property (other than the Permitted Exceptions) that are commercially unacceptable to Purchaser, Purchaser shall notify Seller in writing of such fact no later than ten (10) days from Purchaser's receipt of the survey, whereupon such notice shall constitute a Title Objection Notice and such matter shall constitute a Title Objection subject to the procedures of Section 3(c) above.

4. CLOSING. Subject to the other terms of this Agreement, the closing shall be held at the offices of the Department of Economic and Community Development, 450 Columbus Boulevard, Hartford, Connecticut, unless otherwise agreed by the parties, on the date which is sixty (60) days following (a) the State's acquisition of the final Seller Approvals (as defined below), or (b) satisfaction of Purchaser's Contingencies (as defined below), whichever occurs later, or at such earlier date as may be agreed upon between the parties (the "Closing Date").

5. CLOSING DOCUMENTS AND ADJUSTMENTS.

(a) At Closing, Seller shall deliver to Purchaser the following:

(1) A quit claim deed in substantially the same form as Exhibit B attached hereto and made a part hereof (the "Deed");

(2) An affidavit of title with respect to the Property in the form provided by a recognized title insurance company authorized to do business in the State of Connecticut pertaining to, among other things, (i) mechanics' or materialmen's liens; (ii) tenants and parties in possession; and (iii) the status and capacity of Seller and the authority of the Person or Persons who are executing the various documents on behalf of Seller in connection with the sale of the Property;

(3) Documents to clear those items of title that Seller has elected to cure, if not earlier provided;

(4) A bill of sale for any personal property conveyed as part of the Property;

(5) All required conveyance tax forms in connection with the transfer of the Property;

(6) Duly executed closing statement acceptable to the Parties and setting forth the Purchase Price and any adjustments thereto;

(7) All keys in Seller's possession or control to all locks on the Property;

(8) Duly executed assignments of interest to the Purchaser in all leases applicable to and in effect at the Property, including those relating to telecommunications

equipment usage (such leases are attached hereto as Exhibit E, but excluding the Lease concerning the Property, if still in effect at closing, between the Seller and the Purchaser as described herein);

(9) If applicable, the Transfer Act documents required pursuant to Section 9 of this Agreement;

(10) Documents establishing all of Seller Approvals have been obtained; and

(11) Such other documents as are reasonably requested by counsel for Purchaser and as necessary to consummate the transaction contemplated by this Agreement; provided the same do not impose upon Seller any obligation or liability not specifically provided for herein.

(b) At Closing, Purchaser shall deliver to Seller the following:

(1) Duly executed closing statement acceptable to the Parties and setting forth the Purchase Price and any adjustments thereto;

(2) If applicable, the Transfer Act documents required pursuant to Section 9 of this Agreement;

(3) Written certification that as of the Closing Date all representations of Seller contained in this Agreement are true and accurate and that Seller is not in default of any covenant or obligation contained herein;

(4) The Purchase Price; and

(5) Such other documents as are reasonably requested by counsel for Purchaser and as necessary to consummate the transaction contemplated by this Agreement; provided the same do not impose upon Seller any obligation or liability not specifically provided for herein.

(c) All taxes, water charges or other governmental charges and assessments applicable to the Property shall be adjusted at Closing. All charges and expenses for taxes, utilities such as water, sewer, electricity and gas that relate to a period prior to the Closing shall be paid by Seller. All such charges and expenses that relate to a period on and after the Closing shall be paid by Purchaser. Notwithstanding the foregoing, to the extent that Buyer assumes responsibility, under the Lease (defined in Section 8(f) of this Agreement), for payment of any such taxes and utility charges as of the commencement of the Lease, there will be no adjustment for such taxes or utility charges at Closing.

6. PERSONAL PROPERTY. The Seller shall not be obligated to remove any personal property from the Property; however, Seller reserves the right to remove any and all personal property from the Property prior to Closing. To the extent permitted by all applicable laws and regulations, any personal property at the Property after the Closing shall be deemed abandoned and Purchaser may retain or dispose of such personal property at its discretion. Notwithstanding the foregoing, any personal property that may contain hazardous materials or

substances or otherwise require special handling shall be identified by Seller prior to Closing and removed from the Property, if so requested by Purchaser, prior to Closing.

7. SELLER'S CONTINGENCIES. The Seller's obligation to convey the Property to Purchaser is contingent upon Seller obtaining, free from appeal after the expiration of any statutory appeal period, all approvals, rulings, waivers or releases, as applicable, from the Office of the Attorney General of the State of Connecticut and any other agency or board whose approval is required pursuant to Section 3 of Public Act 15-193 (collectively the "**Seller Approvals**"). If the Property was purchased or improved with proceeds of tax-exempt obligations issued or to be issued by the State, the approval of the Office of the State Treasurer may, if so determined by the State, also be required as a Seller Approval. The Seller shall use its diligent and reasonable efforts to obtain the Seller Approvals. Upon request of Purchaser, Seller shall provide to the Purchaser copies of documents filed or received by the Seller in the course of pursuing Seller Approvals and copies of Seller Approvals as they are received. Upon Seller's receipt of all Seller Approvals, Seller shall provide written notice to the Purchaser that this contingency has been satisfied.

If any one required Seller Approval is denied, Seller in its sole discretion, may terminate this Agreement upon ten (10) days' prior written notice to Purchaser. If one or more Seller Approvals are obtained with conditions that are materially adverse to the Purchaser as determined by the Purchaser in its sole discretion, Purchaser may terminate this Agreement upon ten (10) days' prior written notice to Seller. Upon such termination, all rights and obligations of the parties to each other under this Agreement shall be terminated. Termination pursuant to this subsection shall not be deemed a default.

8. PURCHASER'S CONTINGENCIES.

(a) The Purchaser's obligation to purchase the Property is contingent upon Purchaser obtaining, free from appeal after the expiration of any statutory appeal period or final non-appealable judgment or settlement of any appeal, the approvals, rulings, waivers agreements, documents or releases, as applicable, from any local, regional, state or federal authority or any other agency or board whose approval is required by law or otherwise necessary to develop the Project (collectively the "**Purchaser Approvals**"). The Purchaser shall use its diligent and reasonable efforts to obtain the Purchaser Approvals. Upon request of Seller, Purchaser shall provide to the Seller copies of documents filed or received by the Purchaser in the course of pursuing Purchaser Approvals and copies of Purchaser Approvals as they are received. Upon Purchaser's receipt of all Purchaser Approvals, Purchaser shall provide written notice to the Seller that this contingency has been satisfied. Purchaser Approvals shall include but not be limited to the following:

(1) All governmental approvals and permits that are required from any local, regional, state or federal authority in order to construct the Project as evidenced by issuance of building permits or similar enforceable indicia.

(2) Any Building Code, Fire Code or similar waivers that may be required to construct the Project.

(3) Documentation that the Town has amended its Zoning Regulations to provide for and permit, subject to reasonable conditions and approvals, the Project.

(4) All subdivision approvals the Purchaser determines in its sole discretion are necessary.

(5) Adequate assurances as determined by the Purchaser in its sole discretion from the Town regarding temporary and permanent easements for utilities necessary for the construction and operation of the Project.

(6) Adequate assurances as determined by the Purchaser in its sole discretion from the Town of the availability of Tax Increment Financing ("TIF") in the minimum amount necessary to fund the remediation, infrastructure and public improvements delineated in the Development Agreement, through the approval of a District Master Plan and creation of a TIF District and associated instruments and requirements and in accordance with Applicable Laws.

(7) Entry into a Development Agreement with the Town for the construction of the Project satisfactory to Purchaser in its sole discretion.

(b) If any required Purchaser Approval is denied or otherwise unavailable or unobtained, or if one or more Purchaser Approvals are obtained with conditions that are materially adverse to the Purchaser as determined by the Purchaser in its sole discretion, Purchaser may terminate this Agreement upon ten (10) days' prior written notice to Seller. Upon such termination, all rights and obligations of the parties to each other under this Agreement shall be terminated. Termination pursuant to this subsection shall not be deemed a default.

(c) The Purchaser Approvals set forth in this Section 8(a) are included solely for the benefit of the Purchaser and the Purchaser may, notwithstanding anything to the contrary contained in this Agreement, in its sole discretion, elect to waive any of the Purchaser Approvals by giving written notice to Seller of such election.

(d) If Purchaser is unable to obtain all of the Purchaser Approvals within eighteen (18) months of the Effective Date of this Agreement (the "Conditional Approval Date"), either party shall have the right to terminate this Agreement, upon ten (10) days prior written notice to the other party (subject to Purchaser's right to waive any Purchaser Approval not yet obtained pursuant to subsection (c) of this Section 8), in which event, this Agreement shall terminate and all rights and obligations of the parties to each other under this Agreement shall be terminated. Notwithstanding anything contained in this subsection (d) to the contrary, if Purchaser has obtained or waived all Purchaser Approvals on or before the Conditional Approval Date, and any Purchaser Approval has been appealed to state or federal court by a person or entity other than the Purchaser and Purchaser is actively defending such appeal in good faith, Seller shall not have the right to terminate the Agreement pursuant to this Section 8 of the Agreement until two (2) years after the Conditional Approval Date.

(e) Seller will use commercially reasonable efforts to assist Purchaser in the pursuit of any Purchaser Approvals (including the signing of any application, as owner of the Property) and

any federal and state assistance available for the Project including assistance potentially available from DOT, DECD, DEEP, OPM, and the Connecticut General Assembly.

(f) The Parties acknowledge that Purchaser's ability to enter into a lease of the Remaining Land together with all buildings, all other improvements and all personal property located on the Remaining Land (collectively, the "Remaining Property") in order to secure the Remaining Property from vandalism and prevent further damage from natural weather conditions (rain, wind, snow, freezing temperatures, humidity, etc.) prior to the Closing Date is an important inducement to Purchaser's entering into this Agreement. Accordingly, this Agreement is contingent upon Seller, through its Commissioner of Administrative Services, and Purchaser entering into a lease (the "Lease") pursuant to which the Seller will lease to Purchaser the Remaining Property. The term of the Lease shall run from the Effective Date of the Lease until Closing Date or earlier termination of this Agreement. The Lease shall provide for the assignment of the telecommunication leases. The Lease shall also provide Tenant with the right but not the obligation to: (i) make temporary repairs to the electric system, HVAC system, water and sanitary sewer lines, the roof and other structural components of the buildings and improvements located at the Remaining Property; and (ii) install lawful security devices, including without limitation cameras, designed to deter vandals and other trespassers.

9. CONDITION OF PROPERTY; INDEMNIFICATION; COMPLIANCE WITH LAWS; DEFINITIONS.

(a) Except as otherwise provided in this Agreement, Purchaser shall accept the Property and such improvements in "AS IS" condition without any warranty or reliance upon oral or written representations or documents from or provided by the Seller concerning the conditions of the Property or its improvements, including but not limited to, dimensions, soil conditions, groundwater or other environmental conditions, municipal restrictions on use, encumbrances or uses by third parties. Purchaser specifically acknowledges and agrees that the Property is neither cleaned nor prepermitted. Seller makes no representations regarding municipal, state, federal or other permits that may be required prior to development, and likewise makes no representations regarding funding or financing for assessment, remediation, or rehabilitation of the property. Any and all funding or financing of such activities relating to the Property shall be the sole responsibility of Purchaser. The provisions of this Section 9(a) shall survive the Closing.

(b) For a period of one hundred eighty (180) days commencing on the Effective Date of this Agreement (the "Due Diligence Period"), Purchaser and the Purchaser's designees shall have reasonable access during normal business hours to the Property from time to time as and when the Purchaser shall reasonably deem necessary for the purpose of making, at the sole cost and expense of the Purchaser, such measurements, surveys, examinations, inspections, tests and analyses of the Property, including without limitation, soil borings, groundwater and other environmental testing ("Inspections") that the Purchaser deems necessary or desirable. During such period, all reports generated or received by the Purchaser in relation to the Property shall be furnished to the State without cost. Prior to entering the Property, the Purchaser shall (i) deliver or cause to be delivered to Seller from the contractor entering the Property a certificate of insurance, in form and substance reasonably acceptable to the Seller and issued by insurers of recognized responsibility licensed to do business in the State of Connecticut and reasonably satisfactory to the Seller, with respect to the Property, with limits not less than \$1,000,000 single event limit on which Seller is named as

an additional insured; and (ii) notify the Seller, no less than three (3) days in advance of its intended Inspections. No such Inspections may be conducted until the Seller has granted its written approval, which approval will not be unreasonably withheld or delayed, giving due consideration to the safety concerns of the Seller. Purchaser and/or its agents shall conduct such activities in a manner designed not to disturb any lawful occupants of the Property at the time thereof. Upon the completion of such activities, the Purchaser shall promptly restore the Property to a condition substantially similar to its condition prior to the start of such activities; provided, however, that the Purchaser's obligation to restore the Property is in all respects subject to applicable environmental laws and the Purchaser shall not be required to restore the Property, indemnify the Seller, or be liable to the Seller for failing to restore the Property if restoration would result in a violation of any State or federal law or regulation, unless the violation is directly attributable to the Purchaser's own acts or omissions. In the event any environmental condition or contamination directly result from Purchaser's activities on the Property, Purchaser shall remediate any such condition or hazard. The terms of the Lease shall control in lieu of those set forth above in this subsection (b) with respect to the Remaining Property. If the Lease is no longer in effect, subsection (b) shall govern. This subsection (b) shall continue to govern the 0 Oral School Parcel.

(c) Indemnification.

(1) Except as otherwise provided in and limited by subsection (1) of this Section 9 of the Agreement, the Purchaser shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (i) Claims arising, directly or indirectly, from the negligent acts or omissions of the Purchaser or any of its employees, agents, contractors, or invitees in connection with this Agreement (collectively, the "Acts"); (ii) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with the Claims, the Acts or the Agreement, and (iii) any and all liability, loss, costs and expenses, including reasonable attorneys' fees, damages, liens, and judgments, including those related to environmental enforcement or mitigation actions by municipal, state, or federal entities, for personal injury or property damage resulting directly or indirectly from, or occurring during, the Inspections or other pre-Closing activities on the Property by the Purchaser or the Purchaser's designees. The Purchaser shall use counsel reasonably acceptable to the State in carrying out its obligations under this section.

(2) The Purchaser shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.

(3) This section shall survive the termination of the Agreement and shall not be limited by reason of any insurance coverage.

(d) Purchaser's Right to Terminate. In the event that the results of the Inspections are not satisfactory to the Purchaser, in the Purchaser's sole discretion, Purchaser shall so notify Seller in writing, no later than the last day of the Due Diligence Period. If Purchaser timely delivers such notice, then this Agreement shall terminate and both Parties shall be relieved from any further liability hereunder. If Purchaser does not notify Seller, in writing, on or prior to the last day of the

Due Diligence Period of its intention to terminate the Agreement as set forth herein, Seller and Purchaser shall proceed to Closing in accordance with this Agreement (subject to other terms and conditions hereof) as if such right to terminate under this Section 9(d) did not exist.

(e) Delivery of Documents. If it has not already done so then, within ten (10) days from the Effective Date, Seller shall provide Purchaser with copies of existing environmental site assessments relating to the Property and shall further make available for review and copying by Purchaser, upon seventy-two (72) hours' prior written notice, any of the following documents relating to the Property that may be in Seller's known possession or control as of the Effective Date: site plans, other environmental inspection reports and studies, remediation documentation (if any), plans, permits, books, records, drawings, surveys, engineer reports and appraisals, filings, notices, and written communications to and from any state or federal governmental agencies regarding the environmental or physical condition of any of the Property except to the extent any such documents have already been disclosed to Purchaser, are privileged or otherwise not subject to disclosure (the "Reports").

(f) Reporting to Governmental Authorities. If the Due Diligence Inspections reveal data which, in the opinion of Purchaser or Purchaser's Licensed Environmental Professional ("LEP"), could trigger a report pursuant to C.G.S. §22a-6u or which is otherwise required to be disclosed to the DEEP or to a court or other governmental authority, Purchaser or Purchaser's LEP shall comply with C.G.S. §22a-6u and/or provide such information (as applicable), but shall provide prior notice thereof to Seller.

(g) Transfer Act Compliance. The parties agree to comply with the requirements of Connecticut Transfer Act, C.G.S. § 22a-134 *et seq.*, (the "Transfer Act") to the extent applicable. If either Party determines, prior to Closing, that either the 240 Oral School Parcel or the 0 Oral School Parcel or both, if when conveyed to Purchaser by Seller, meet the definition of an "establishment" as that term is defined in the Transfer Act, and that the conveyance of the Property is subject to the Transfer Act, that Party shall immediately notify the other Party of the determination and the basis for same. Prior to the conveyance of such property by Seller, Purchaser shall, no later than ten (10) days prior to such conveyance, have prepared and delivered to Seller appropriate Transfer Act forms (including any Environmental Condition Assessment Form), fees and filings, executed by Purchaser as the certifying party necessary in order to complete the conveyance of such property by Seller in accordance with the Transfer Act. Seller shall timely review and provide Purchaser with any comments on the Transfer Act forms and shall execute the Transfer Act forms as the real property transferor in conformance with the Transfer Act. Within ten (10) days subsequent to such conveyance, Purchaser shall file the Transfer Act forms with the DEEP. Purchaser shall be responsible for and shall pay the initial filing fee and any other fees, including any subsequent filing fees in the event DEEP does not delegate approval authority to an LEP. If the DEEP should reject or require amendment of any Transfer Act form, Purchaser shall be solely responsible at Purchaser's sole cost and expense for complying with, or obtaining compliance with, any request from the DEEP.

(h) Brownfields Remediation and Revitalization Program. Notwithstanding Section 9(g) above, to the extent that either the 240 Oral School Parcel or the 0 Oral School Parcel or both, are subject to a Form III (or IV) filing under the Transfer Act and are also eligible for acceptance into the Brownfields Remediation and Revitalization Program ("BRRP") or similar program,

Purchaser may, in its sole discretion, choose to apply for acceptance into the BRRP or similar program for any or all such properties. In the event that the Purchaser chooses to apply for acceptance into the BRRP for any property the Parties agree to work together in good faith to prepare, submit and diligently pursue an application for eligibility under the BRRP for both the property to be deemed eligible as a "Brownfield" and the Purchaser to be deemed eligible as a "Bona Fide Prospective Purchaser", as such terms are defined in the BRRP Statute, and to timely submit all documentation required with respect thereto including, without limitation, the fee waiver application (collectively, the "**BRRP Documentation**"). The Parties agree that, pursuant to §32-769(n) of the BRRP Statute, acceptance into the BRRP would qualify as an exemption to the requirement for a filing as an "establishment" under the Transfer Act. In the event that both the Property and the Purchaser are accepted into the BRRP by the DECD, the Purchaser shall be responsible for satisfying the investigation and remediation obligations set forth in the BRRP Statute ("**BRRP Remediation**") and, for purposes hereof, shall be known as the "**Responsible Party**".

(i) Indemnification. After the Closing Date, the Purchaser shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all Claims arising, directly or indirectly, from any environmental condition under or upon the Property resulting from a release occurring on or after the Closing Date, including, but not limited to, any enforcement or regulatory action commenced by a municipal, state, federal or other authority with regard to such environmental condition under or upon the Property. Such indemnification shall include all costs and expenses related thereto, including, but not limited to, all environmental costs and reasonable attorneys' fees. Purchaser shall assume responsibility for compliance with all laws, and regulations, inclusive of environmental regulations, pertaining to the Property and the operation thereof, and shall complete the assessment and Remediation of any contamination discovered on the Property before or after the closing. "Remediation" means to contain, remove or abate pollution, potential sources of pollution and substances in soil or sediment which pose an unacceptable risk to human health or the environment as required by and in compliance with applicable environmental laws, and regulations, inclusive of the Connecticut Remedial Standard Regulations, RCSR §22a-133 K-1 *et seq.* Effective as of the closing, Purchaser also shall assume responsibility for compliance with the Transfer Act, if applicable.

(j) Definitions.

The following terms shall have the following meanings as used in this Agreement:

(1) Claims: all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

(2) Environmental Laws: Any Federal, State or local statute, law, ordinance, code, rule, regulation, order, or decree regulating or relating to the protection of human health or the environment, or imposing liability or standards of conduct concerning any hazardous, toxic or waste, substance, element, compound, mixture or material, as now or at any time hereafter in effect including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. Sec.

9601 *et seq.*, the Superfund Amendments and Reauthorization Act, 42 U.S.C. Secs. 9601 *et seq.*, the Federal Oil Pollution Act of 1990, §§ 2701, *et seq.*, the Federal Toxic Substance Control Act, 15 U.S.C. §§ 6901 *et seq.*, the Federal Hazardous Material Transportation Act, 49 U.S.C. §§ 1801 *et seq.*, the Federal Clean Air Act, 42 U.S.C. § 7401 *et seq.*, the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.*, the River and Harbors Act of 1899, 33 U.S.C. §§ 401 *et seq.*, and all rules and regulations of the Environmental Protection Agency, or any other state or federal department, board, or agency, or any other agency or governmental board or entity having jurisdiction over environmental or health and safety matters, as such have been amended.

(3) Hazardous Materials: (i) asbestos or materials containing asbestos, (ii) polychlorinated biphenyls, (iii) radioactive substances, (iv) carcinogens, (v) oil and petroleum products, and (vi) pollutants, wastes, substances, materials, toxins or contaminants identified, defined, regulated or controlled by the Environmental Laws.

10. PURCHASER'S REPRESENTATIONS AND WARRANTIES. The Purchaser represents and warrants with the Seller as follows, such representations and warranties to be true as of the date hereof with the same force and effect as though such representations and warranties had been made as of the Closing Date, and shall survive the Closing:

(a) Purchaser, is duly organized and validly existing under the laws of the State of Connecticut, and has full power and authority to enter into this Agreement and to carry out its contemplated transactions;

(b) Purchaser shall not bring, treat, create, handle, store or dispose of any Hazardous Materials on the Property in violation of applicable laws.

(c) The obligations of the Purchaser under this Agreement are valid and legally binding on the Purchaser;

(d) The person(s) executing this Agreement on behalf of the Purchaser is legally authorized to act on behalf of and bind the Purchaser and

(e) The transactions contemplated by this Agreement are not in violation of, nor prohibited by, the terms of the articles of organization, operating agreement or any other agreement, license, commitment, oral or written, of the Purchaser.

11. SELLER'S REPRESENTATIONS. The Seller represents to the Purchaser as follows, such representations to be true to the best of the Seller's knowledge as of the date hereof and shall survive the Closing:

(a) Upon receipt of the Seller Approvals, as applicable, the Seller has full power and authority to carry out the obligations of this Agreement;

(b) Upon receipt of the Seller Approvals, as applicable, the obligations of the Seller under this Agreement are valid obligations of the Seller and are legally binding on the Seller; and

(c) Upon receipt of the Seller Approvals, as applicable, the person executing this Agreement on behalf of the Seller is legally authorized to act on behalf of and bind the State.

12. BROKER. Each Party represents that it has involved no real estate agent or broker in this transaction. The Purchaser hereby agrees to indemnify, defend and hold harmless the Seller from any and all liability, loss, cost or expense, including reasonable attorneys' fees, damages, liens or judgments arising from any claim, action or proceeding for commission or other compensation by any broker or agent claiming to have brought about this transaction on behalf of the Purchaser.

13. NOTICES. Notices permitted or required under this Agreement shall be deemed received upon personal delivery, or upon one (1) business day following pick up by overnight courier (provided a receipt for delivery is obtained), or three (3) business days following mailing by certified mail, postage prepaid, return receipt requested to:

SELLER: State of Connecticut
Department of Economic and Community Development
450 Columbus Boulevard, Suite 5
Hartford, CT 06103
Attn: Commissioner David Lehman

With Copy To: Christon Kurker-Stewart
Staff Attorney
Department of Economic and Community Development
450 Columbus Boulevard, Suite 5
Hartford, CT 06103
E-mail: christon.kurker-stewart@ct.gov

PURCHASER: Respler Homes, LLC
833 Glen Drive
Woodmere, NY 11598

WITH A COPY TO: Pullman & Comley, LLC
90 State House Square
Hartford, CT 06103
Attn: Gary B. O'Connor, Esq.
Telephone: (860) 424-4366
Facsimile: (860) 424-4370
E-mail: goconnor@pullcom.com

Any address or name specified above may be changed by a notice given to the addressee by the other party in accordance with this Section. The inability to deliver because of a changed address of which no notice was given or rejection or other refusal to accept any notice shall be deemed to be the receipt of this notice as of the date of such inability to deliver or rejection or refusal to accept.

14. DEFAULT.

(a) In the event of a default by the Purchaser of its obligations under this Agreement, Seller shall notify Purchaser in writing of the nature of the default. Purchaser shall have thirty (30) days from receipt of such notice to cure the default or make reasonable provisions to cure such default if such cure cannot be completed within the thirty (30) day period, provided that the time period for such cure shall not exceed sixty (60) days from the receipt of such notice. In the event Purchaser fails to cure the default, Seller shall have the right to terminate this Agreement with written notice to Purchaser. Seller, at its sole option, may terminate the Agreement, in which instance neither of the parties shall have any further rights against the other, or the Seller may seek whatever remedy may be available to the Seller, excluding however, the right to specific performance.

(b) In the event of a default by Seller of its obligations under this Agreement, Purchaser shall notify Seller in writing of the nature of the default. Seller shall have thirty (30) days from receipt of such notice to cure the default or make reasonable provisions to cure such default if such cure cannot be completed within the thirty (30) day period, provided that the time period for such cure shall not exceed sixty (60) days from the receipt of such notice. In the event Seller fails to cure the default, Purchaser shall have the right to terminate this Agreement by giving written notice to the Seller of such termination, in which event all obligations of the parties shall be terminated.

15. RISK OF LOSS. Risk of loss or damage to the Property or any portion thereof by fire or other casualty until the time of the delivery of the Deed as provided in this Agreement is assumed by and shall remain with the Seller. Notwithstanding, Seller shall not have any obligation or liability, except at the Seller's option, for the repair or replacement of any such loss or damage to the Property. In the event that the Seller does not elect to repair or replace, or fails to repair or replace within ninety (90) days following any such loss, damage or casualty, the Purchaser, at its sole discretion, may (a) opt to waive the casualty and close on the Property in which case Seller shall pay to Purchaser all insurance proceeds received by Seller, if any, with regard to such destruction or casualty or (b) declare this Agreement void. Upon such declaration, further claims and obligations between the parties hereto by reason of this Agreement shall be deemed released and discharged.

16. CONDEMNATION.

(a) Prior to the Closing, the Seller shall promptly notify the Purchaser in the event that all or any portion of the Property is or is threatened to be taken by any federal authority under the power of eminent domain or condemnation, which notice shall include copies of any notices or other documents related to such taking.

(b) In the event of a taking as referred to in subsection (a), the Purchaser shall either elect to rescind this Agreement, whereupon all obligations of the parties to each other shall terminate, or (ii) accept a conveyance of the Property pursuant to the provisions of this Agreement, subject, however, to the condemnation claim, in which event the Purchaser shall pay the full Purchase Price and the Seller shall assign the Seller's right to such condemnation claim to the Purchaser (except that if the Seller has received the proceeds of the condemnation prior to Closing, the amount of the award received by the Seller shall be reflected as a credit in favor of Purchaser

against the Purchase Price). In the event of a taking initiated or otherwise at the behest or to the benefit of Seller, upon which Purchaser elects to terminate this Agreement, Seller shall reimburse Purchaser all of its costs and expenses associated with the Project to the date of the taking.

17. DRAFTING ROLES. The parties agree that each has played a material role in the negotiation and drafting of this Agreement, and that the document shall not be construed against any party merely because of that party's role in the drafting thereof.

18. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute but one and the same agreement.

19. FORUM AND CHOICE OF LAW. The parties deem the Agreement to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Purchaser waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

20. NO RECORDING. It is agreed between the parties that the neither party shall record this Agreement, or notice of same, on the Land Records of the Town of Groton. Should the Purchaser for any reason record this Agreement, then the Purchaser shall be deemed hereby to have appointed the Seller its attorney-in-fact to file a release of said recorded instrument and it is hereby agreed that upon the recording of any such release by the Seller, any recording of this Agreement by the Purchaser shall not constitute an encumbrance or cloud on title in any respect whatsoever. The Purchaser shall reimburse the Seller for all reasonable costs incurred by the Seller to obtain such release.

21. COOPERATION. Upon the Purchaser's request and at no cost to the Seller, the Seller agrees to execute and deliver to the Purchaser such additional instruments, certificates and documents as the Purchaser may reasonably require, whether or not before or after the Closing Date, in order to provide the Purchaser with the rights and benefits to which the Purchaser is entitled under this Agreement. The Seller shall execute at no cost to the Seller, as owner of record of the Property, whatever applications the Purchaser may reasonably request in order to obtain all of the licenses, permits, and approvals necessary for the intended use of the Property. Nothing in this provision shall obligate Seller to accept or undertake obligations or liabilities not expressly set forth in this Agreement. After the Effective Date and upon written request from the Purchaser, Seller agrees to provide The Reliance Fire Department written notice of termination of the Lease between the State of Connecticut and The Reliance Fire Department, last signed by the Attorney General on September 19, 2002.

22. ENTIRE AGREEMENT. This Agreement, including all exhibits hereto, will become effective upon the approval of the Office of the Attorney General of the State of Connecticut, and constitutes the entire understanding between the parties with respect to the Property and no oral statements, representations, promises or understanding not set forth in this Agreement shall bind the parties unless reduced to writing and signed by both parties. This Agreement shall supersede all prior written agreements between the parties and their predecessors. No changes, amendments, or modifications of any of the terms or conditions of this Agreement shall be valid unless reduced to writing, signed by both parties, and approved by the Office of the Attorney General of the State of Connecticut.

23. ASSIGNMENT. The Purchaser may not assign its interest in this Agreement, except to a single purpose entity in which Seller or Jeffrey Respler has voting control, without the prior written consent of the Seller, which consent may be withheld in Seller's sole discretion.

24. GOVERNOR'S EXECUTIVE ORDERS. This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Agreement as if they had been fully set forth in it. The Agreement may also be subject to the applicable parts of Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Agreement as if they had been fully set forth in it. At the Purchaser's request, the Seller shall provide a copy of these orders to the Purchaser.

25. SOVEREIGN IMMUNITY. The parties acknowledge and agree that nothing in the Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Agreement. To the extent that this section conflicts with any other section, this section shall govern.

26. WAIVERS; EXTENSIONS. No waiver of any breach of any provision of this Agreement will be considered a waiver of any preceding or succeeding breach of such provision or of any other provision of this Agreement. No extension of time for the performance of any obligation or act will be considered an extension of time for the performance of any other obligation or act.

27. BINDING EFFECT; NO THIRD PARTY BENEFIT. This Agreement will bind and inure to the benefit of the parties and their respective successors and assigns. The parties and their respective successors and assigns are the sole beneficiaries of this Agreement and nothing contained in this Agreement is intended to confer any benefit or rights upon any person who is not

a party (as used herein, any reference to Seller or the State shall be construed to include any governmental agency of the State of Connecticut).

28. CALCULATION OF TIME. Unless otherwise specified elsewhere in this Agreement, a period of time stated as a number of days shall be construed to mean calendar days; provided, however, that when any period of time, so stated would end upon a Saturday, Sunday or state or federal legal holiday, such period will be considered to end upon the next day following which is not a Saturday, Sunday or state or federal legal holiday. "State," for the purpose of this Section, means the State of Connecticut.

29. CAPTIONS. The captions herein are solely for the convenience of the parties and shall have no meaning or effect in construing this Agreement.

30. INSTRUMENT NOT AN OFFER. This instrument shall not be deemed an offer to sell the Property or to convey title thereto and shall be of no force and effect of any kind until it has been duly executed by all parties and all applicable authorization as required by the Connecticut General Statutes have been obtained (the "Effective Date").

31. ADDITIONAL PROVISIONS. The Agreement is subject to the non-discrimination provisions set forth in Exhibit C attached hereto and made a part hereof.

32. STATE CONTRACTS. For all State contracts, defined in Conn. Gen. Stat. §9-612(f)(1) as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a calendar year value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached as Exhibit D.

33. RIGHTS AND REMEDIES CUMULATIVE. The rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by it, at the same or different times, or any other such remedies for the same default or breach by the other party, shall not be a waiver of its other remedies.

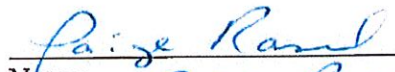
34. SEVERABILITY. If any court shall hold a provision or provisions of this Agreement to be invalid, the remainder of this Agreement shall not be thereby affected if the Agreement can be effectively accomplished pursuant to the remaining provisions.


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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Signed in the presence of:

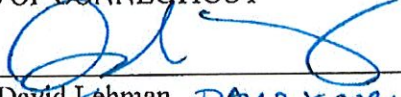

Name: Sharon Hamilton


Name: Paige Rasid


Name: Gary B. O'Conor

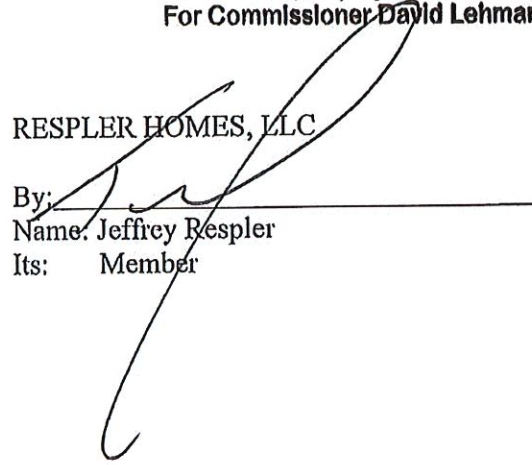

Name: Chris Ferrero

STATE OF CONNECTICUT

By: 
Name: David Lehman *DAVID KOORIS*
Its: Commissioner of Economic and
Community Development

**David Kooris, Deputy Commissioner
For Commissioner David Lehman**

RESPLER HOMES, LLC

By: 
Name: Jeffrey Respler
Its: Member

STATE OF CONNECTICUT)

) ss: Hartford

COUNTY OF HARTFORD)

On this the 7th day of November, 2019, before me, the undersigned officer, personally appeared David Lehman, Commissioner of the State of Connecticut Department of Economic and Community Development, known to me to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity as therein stated and for the purposes therein contained as his free act and deed.

In Witness Whereof I hereunto set my hand.

Sharon Hamilton
Commissioner of the Superior Court
Notary Public
My Commission Expires
SHARON HAMILTON
NOTARY PUBLIC
MY COMMISSION EXPIRES DEC. 31, 2023

Connecticut
STATE OF NEW YORK)
New London)
COUNTY OF NASSAU)

ss: [Groton]

On this the 7th day of November, 2019, before me, the undersigned officer, personally appeared Jeffrey Respler, Member, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that they executed same for the purposes therein contained as their free act and deed.

In Witness Whereof I hereunto set my hand.

Gary B. O'Connor
Commissioner of the Superior Court
Notary Public
My Commission Expires:
Gary B. O'Connor

Approved:
William Tong
ATTORNEY GENERAL

By: Joseph Rubin
Assistant Deputy Attorney General

Date signed: 11/13/19

SCHEDULE A

0 Oral School Parcel

ALL THAT CERTAIN piece or parcel of land, together with the buildings and improvements thereon, situated in the Town of Groton, County of New London and State of Connecticut, being bounded and described as follows:

BEGINNING at the northwesterly corner of the premises at land now or formerly of Laura Pickering and THENCE running easterly and southerly by the line of a private way leading past the Mystic Oral School for the Deaf Corporation to land now or formerly of Elizabeth Williams; THENCE westerly, northerly and southerly by land now or formerly of said Elizabeth Williams to land now or formerly of said Laura Pickering; THENCE westerly by said Pickering land to the southwestly corner of these described premises; THENCE northerly by said Laura Pickering land to a private way at the place of beginning, containing seven (7) acres, more or less.

Said premises being commonly known as 0 Oral School Road, Groton, Connecticut.

240 Oral School Parcel

ALL THOSE CERTAIN pieces or parcels of land, together with the buildings and improvements thereon, situated in the Town of Groton, County of New London and State of Connecticut, being more particularly bounded and described as follows:

FIRST TRACT On the north by lands now or late of the heirs of Hannan Eastwick; on the east and south by lands now or late of Clark P. Brown; on the west by land now or late of Charles L. Kinsey, containing about twenty (20) acres of land being the same more or less (said property being known as the Mystic Oral School property formerly the Whipple Home School property)---together with all and singularly the tenements, hereditaments, and appurtenances thereunto belonging or in any way appertaining, and the reversions, remainders, rents, issues, and profits thereof. Said tract of land being conveyed to the Mystic Oral School for the Deaf Corporation by Clara M. Hammond McGuigan of Philadelphia, Pa. by quit-claim deed dated May 4th, 1890 and recorded in Book 40, Page 547 of the Groton Land Records.

CONTINUED

THIRD TRACT Beginning at the northeast corner of lands conveyed to Lucien O. Allen by Alice H. Damon by deed dated April 24th, 1904 at a drill mark (T) on the bottom stone of a wall on the west line of lands lately owned by Charles D. Williams and running thence north 16° 47' east with said wall 558 7/10 feet; thence north 15° 50' east with said wall 275 feet; thence north 15° 27' east with said wall 130 feet; thence north 14° 27' east with said wall 236 feet to lands now or lately owned by Nathan Holloway; thence north 76° 51' west with the wall and said Holloway's lands 225 3/10 feet; thence north 45° 42' west with the wall 90 85/100 feet; thence north 26° 41' west with the wall 84 25/100 feet; thence north 7° 3' west 78 3/10 feet to land now or lately owned by Alfred Boutwick; thence north 76° 7' west with the wall and said Boutwick land 329 feet to land now or lately owned by the Mystic Oral School for the Deaf; thence south no degrees 26' west with said Oral School Land 1134 5/10 feet to the southeast corner of said Oral School land; thence north 84° 6' west bounded north by said Oral School land 356 15/100 feet to a wall running southerly; thence south 2° 1' west with said wall 400 75/100 feet to a more-stone and being a corner of the said land conveyed to said Lucien O. Allen by the party of the first part; thence north 89° 55' east 242 6/10 feet to a drill mark (T) on bottom stone of an old farm wall; thence continuing the same course and with the wall 265 feet to another drill mark; thence continuing the same course to the drill mark (T) on the bottom stone of the wall on the westerly line of the said Charles D. Williams land being the place of beginning containing 18 95/100 acres more or less, together with a right of way to the above described lands across the said lands heretofore conveyed by said Alice H. Damon to said Lucien O. Allen by deeds dated April 21, 1904 from a private road or way through the bar way a short distance north of the northwest corner of the (north field) and a short distance south of the more-stone mentioned in the foregoing description at or near the old roadway across said Allen's land being the same right of way reserved by said Alice H. Damon in said deeds to said Lucien O. Allen and together with the rights reserved by said Alice H. Damon hereto and in favor of the owner of the herein described premises which rights are set forth in said Lucien O. Allen's deed wherein and whereby the particular location and width of said reserved way is to be adjusted and agreed upon by the owner of the premises hereby conveyed and by the owner of the premises conveyed by said deed to said Allen. Said tract being conveyed to the Mystic Oral School for the Deaf by Alice H. Damon by Warranty deed dated December 9th, 1909 and recorded in Book 51, Page 531 of the Groton Land Records.

FOURTH TRACT Beginning at the southwest corner of the premises adjoining lane or private way running easterly by north side of said lane; thence northerly by land of Clara Hammond; thence westerly by lands of John and Andrew Mason; thence southerly by said Mason's land to the place of beginning containing about one (1) acre of land. Said tract of land being obtained by said Mystic Oral School for the Deaf Corporation from Mary C. Wilcox by warranty deed dated October 27th, 1917 and recorded in Book 55, Page 655 of the Groton Land Records.

SECOND PIECE:

ALL THAT CERTAIN piece or parcel of land, together with the buildings and improvements thereon, situated on the westerly side of the Mystic River between Mystic and Old Saybrook, in the Town of Groton, County of New London and State of Connecticut, being more particularly bounded and described as follows:

CONTINUED

Beginning at a point on the northerly side of the Road leading from Mystic to Old Mystic, at its intersection with the easterly side of the road leading from the above road to the Mystic Oral School; thence on a magnetic bearing north 7 degrees 21 minutes east 319.0 feet to the corner of a wall bounded westerly by the road leading to the Mystic Oral School; thence south 80 degrees 9 minutes east 25.0 feet; thence north 75 degrees 40 minutes east 150 feet to the corner of a wall; thence north 7 degrees 15 minutes east 185.0 feet thence north 4 degrees 30 minutes east 313.0 feet, the last four lines abutting northerly and westerly on land of Lucius O. Allen; thence north 17 degrees 15 minutes east 1170.0 feet; thence north 16 degrees 15 minutes east 627.0 feet to the intersection of two walls on the dividing line between the land of the Mystic Oral School and land of Nathan Holloway, the last two lines abutting easterly on lands of Lucius O. Allen and the Mystic Oral School; thence south 77 degrees 39 minutes east 803.5 feet to the intersection of two walls on dividing line between land of Grantors and land of Frank Giconi, abutting northerly on land of Nathan Holloway; thence south 0 degrees 28 minutes east 145.5 feet; thence south 3 degrees 37 minutes west 211.10 feet; thence south 24 degrees 13 minutes west 97.5 feet to a one half inch drill hole on the face of a ledge, the last three lines abutting easterly on lands of Frank Giconi, and William Wilkinson; thence south 63 degrees 56 minutes east passing through a one half inch drill hole on a large boulder a distance of 209.0 feet to the westerly side of the

road leading from Mystic to Old Mystic; thence across the road in the last mentioned direction, extended to the westerly bank of the Mystic River, abutting northerly on land of William Wilkinson; thence in a southerly direction along the westerly bank of the Mystic River about 900 feet to the land of George Koch; thence westerly along the northerly side of said Koch land to the center of the last mentioned road; thence southerly along the center line of said road; abutting easterly on land of said Koch; thence easterly along the southerly side of said Koch land to the westerly bank of the Mystic River; thence in a southerly direction along the westerly side of the Mystic River about 675.0 feet to the range of a stone wall, the dividing line between the land of the grantor and land of Mary R. Leonard; thence north 78 degrees 43 minutes west across the above mentioned road to the easterly end of the above wall; thence in the same direction continued along center line of said wall 173 feet; thence south 11 degrees 54 minutes west 50 feet; thence north 86 degrees 41 minutes west 164.0 feet to the more westerly and larger of two drill holes in the base stone of the wall; the last three lines abutting southerly easterly and southerly on land of Mary R. Leonard; thence south 4 degrees 5 minutes west and passing through a point distant 2 feet westerly from the westerly side of the concrete curb of a wall on the land of Mary R. Leonard, a distance of 212.0 feet to the northerly side of above mentioned road; thence in the same direction extended to the northerly side of the Mystic River, the last two lines abutting easterly on land of Mary R. Leonard; thence in a westerly direction along the northerly side of the Mystic River about 625 feet to the land or water lots of Lucius O. Allen, said point being opposite the point of beginning; thence north-westerly across the above mentioned road to the point of beginning, containing 53.8 acres.

The Smith Burying Ground, a small tract of land about 75 feet long and about 40 feet wide, located in about the middle of the first described tract of land is excepted from this conveyance.

LESS AND EXCEPTING THEREFROM the Smith Burying Ground, being 75 feet long and 40 feet wide as set forth in a deed dated August 13, 1931 and recorded in Volume 90 at Page 426 of the Groton Land Records.

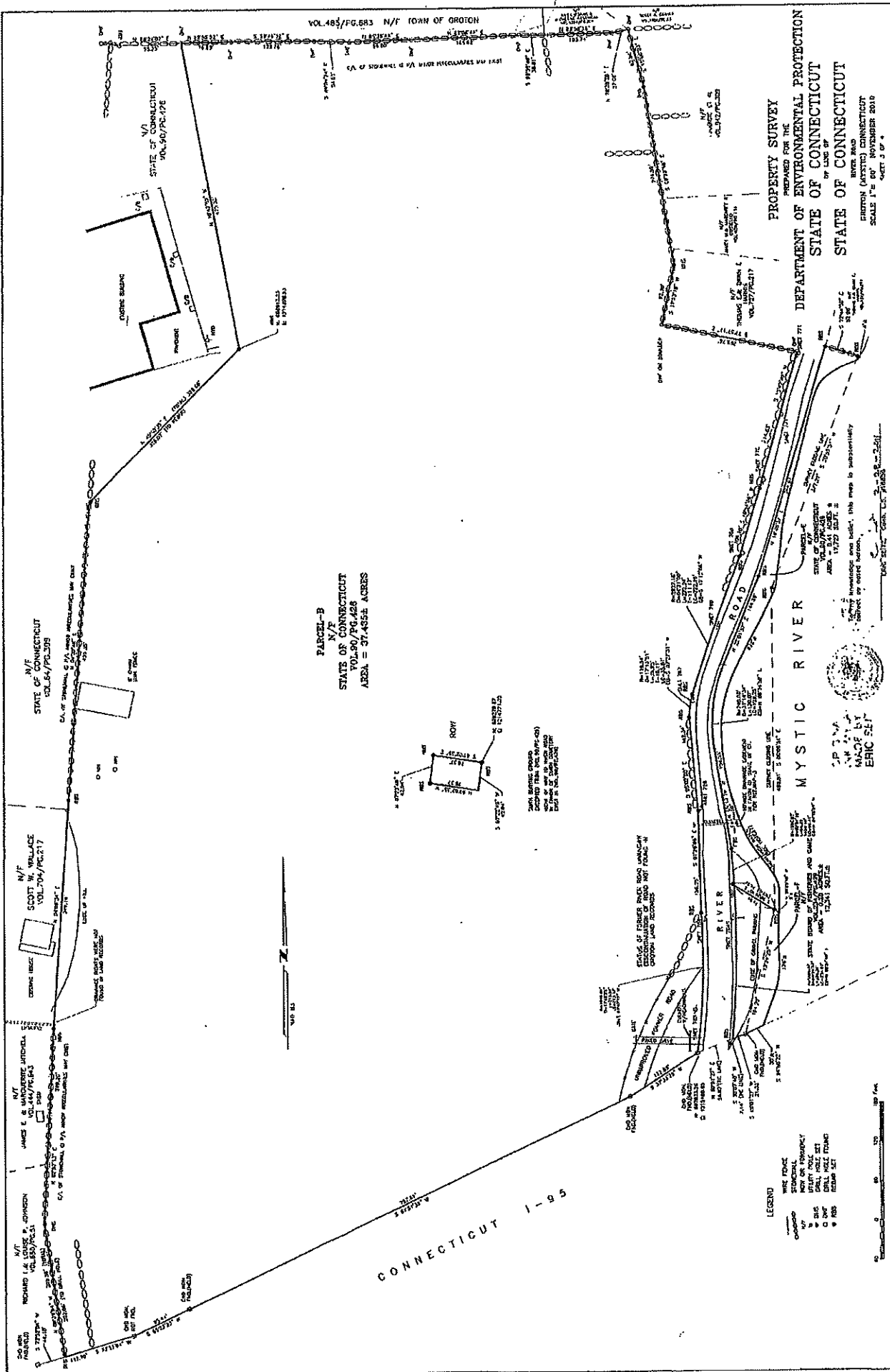
LESS AND EXCEPTING THEREFROM the real property conveyed by deed dated January 4, 1950 and recorded in Volume 129 at Page 147 of the Groton Land Records.

LESS AND EXCEPTING THEREFROM the real property conveyed by deed dated September 24, 1959 and recorded in Volume 172 at Page 461 of the Groton Land Records.

LESS AND EXCEPTING THEREFROM "Parcel-E N/F State of Connecticut Vol. 90/Pg. 426 Area = 0.41 Acres \pm 17,727 Sq. Ft. \pm " on an unfiled map entitled, "Property Survey Prepared for the Department of Environmental Protection State of Connecticut on land of State of Connecticut River Road, Groton (Mystic District) Connecticut Scale 1"=80' November 2010".

Aforesaid premises being shown and delineated on two certain maps, entitled, "Groton Town Water Pollution Control Authority Sewer Assessment Map No. 80, 1"=100' 1989", on file in the Office of the Groton Town Clerk as Map No. S16-29 and entitled, "Groton Town Water Pollution Control Authority Sewer Assessment Map No. 81, 1"=100' 1989", on file in the Office of the Groton Town Clerk as Map No. S16-30 LESS AND EXCEPTING THEREFROM the real property as shown and delineated as "Parcel-A N/F State of Connecticut" on a certain map entitled, "Property Survey Prepared for the Department of Environmental Protection State of Connecticut of Land of State of Connecticut Oral School Road, Groton (Mystic), Connecticut Scale 1"=80' November 2010", on file in the Office of the Groton Town Clerk as Map No. S29-296.

EXHIBIT A



PARCEL-B
N/F
STATE OF CONNECTICUT
VOL.90/PG.428
AREA = 37.4552 ACRES

PROPERTY SURVEY
PREPARED FOR THE
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STATE OF CONNECTICUT
BY ERIC S. ELLIOTT
ERSON (ASST) CONNECTICUT
SCALE 1" = 40' NOVEMBER 2010
SHEET 3 OF 4

LEGEND
 WIRE FENCE
 STANDARD
 NEW OR UNKNOWN
 DRILL HOLE SET
 DIP
 DRILL HOLE FOUND
 REBAR SET

CONNECTICUT 1-95

EXHIBIT B

QUIT CLAIM DEED

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING:

KNOW YE, THAT IF, THE STATE OF CONNECTICUT ("Grantor"), acting herein by David Lehman, its Commissioner of Economic and Community Development, duly authorized, pursuant to Section 3 of Public Act 15-193 of the Connecticut General Assembly, for good and valuable consideration received to its full satisfaction, does by these presents, for itself and its successors and assigns, justly and absolutely grant, remise, release and forever QUIT CLAIM unto RESPLER HOMES, LLC, a Connecticut limited liability company ("Grantee"), their successors and assigns forever, all such right and title as it, the said Grantor, has or ought to have in or to that certain piece or parcel of land commonly referred to as [PROPERTY ADDRESS], located in the Town of Groton, County of New London, State of Connecticut, and as more particularly bounded and described in Schedule A attached hereto and made a part hereof (the "Property").

TO HAVE AND TO HOLD, the Property unto it, the Grantee, its successors and assigns, to the only use and behoof of it, its successors and assigns forever, so that neither it the Grantor, nor any person or persons in its name and behalf, shall or will hereafter claim or demand any right or title to the Property or any part thereof, but they and any one of them shall by these present be excluded and forever barred.

IN WITNESS WHEREOF, the said Grantor, acting herein by its said Commissioner, duly authorized, has hereunto set its hand this _____ day of _____, 2019.

Signed in the presence of:

GRANTOR:

STATE OF CONNECTICUT

Name

By: _____
David Lehman
Its Commissioner of Economic and
Community Development
Duly Authorized

Name

STATE OF CONNECTICUT)
)
_____, 2019
COUNTY OF HARTFORD)

ss.

Hartford

Before me, the undersigned officer, personally appeared, David Lehman, Commissioner of the Department of Economic and Community Development, of the State of Connecticut, known to me to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained as his free act and deed.

Commissioner of the Superior Court/
Notary Public

Approved:
William Tong
ATTORNEY GENERAL

By: _____
Joseph Rubin
Assistant Attorney General

Date signed: _____

EXHIBIT C

NON-DISCRIMINATION PROVISIONS

- (a) For purposes of this Section, the following terms are defined as follows:
- (i) "Commission" means the Commission on Human Rights and Opportunities;
 - (ii) "Contract" and "contract" include any extension or modification of the Contract or contract;
 - (iii) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 - (iv) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
 - (v) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 - (vi) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
 - (vii) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
 - (viii) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
 - (ix) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and

- (x) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

- (b) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures

of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut

General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

- (f) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

EXHIBIT D

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION
Rev. 07/11
Page 1 of 2



Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612 (b) (2) and is for the purpose of informing state contractors and prospective state contractors of the following law (*italicized words are defined on the reverse side of this page*).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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 (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 (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (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.

On and after January 1, 2011, 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 knowingly solicit contributions from the state contractor's or prospective state contractor's employees or from a subcontractor or principals of the subcontractor 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.

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—Up to \$2,000 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 up to \$2,000 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 not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

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

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions 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 shall 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 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/sec. Click on the link to "Lobbyist/Contractor Limitations."



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, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"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 submissions, 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 fundraising 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, serving on the committee that is hosting a fundraising event, introducing the candidate or making other public remarks at a fundraising event, being honored or otherwise recognized at a fundraising event, 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 135 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.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty-first of the year in which the subcontract terminates. "Subcontractor" does not include (i) 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 (ii) 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 subcontractor" 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 subcontractor, 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 subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (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 subcontractor.

EXHIBIT E

Leases

Lease by and between the State of Connecticut and Sprint Spectrum, L.P. approved by the Office of the Attorney General on April 4, 2008 (copy attached hereto).

Lease by and between the State of Connecticut and Celco Partnership d/b/a Verizon Wireless, approved by the Office of the Attorney General on August 10, 2009 (copy attached hereto).



Melody A. Currey
Commissioner

STATE OF CONNECTICUT
Department of Administrative Services

Telephone: (860) 713-5100
Fax: (860) 730-8405
Melody.Currey@ct.gov

April 25, 2017

Sprint Spectrum, LP
c/o Sprint Nextel Property Services
KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, KS 66251-2650

**RE: Exercise of renewal option of the Lease dated January 10, 2008
for use of top of the smoke stack, at the
Mystic Oral School, Groton, CT
Sprint Site ID: CT03XC101-A**

To Whom It May Concern:

In response to your request of December 22, 2011, permission is granted to renew the term of the above-referenced Lease for a further five-year term to commence May 19, 2017, and terminate May 18, 2022. Rental rate will increase to \$31,676 per year, increasing annually by three percent (3%), otherwise on the same terms and conditions as the original Lease.

Sincerely,

A handwritten signature in cursive script that reads "Melody A. Currey".

Melody A. Currey
Commissioner

MAC/tcj
cc: Paul Hinsch, OPM
Sprint PCS Law Department
Lease file

LEASE

THIS LEASE (the "Lease" or "Agreement") is entered into by and between the STATE OF CONNECTICUT, hereinafter called the "LESSOR," acting herein by Raeanne V. Curtis, its Commissioner of the Department of Public Works, duly authorized, pursuant to the provisions of Section 4b-38 of the General Statutes of Connecticut, as revised, and Sprint Spectrum, L.P., a Delaware limited partnership, hereinafter called the "LESSEE," having its principal place of business at 6391 Sprint Parkway, Overland Park, Kansas 66251-2650, acting herein by John Beaudoin, its Manager, Contracts & Negotiation duly authorized.

WITNESSETH:

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

1. PREMISES

1.1 The LESSOR agrees to and does hereby lease unto the LESSEE a nine-foot by fifteen foot area of paved land and the top of the circular masonry structure of the smokestack, more particularly described in Exhibit A attached hereto and made a part hereof (the "Leased Premises"), and located at the Mystic Educational Center, Groton, Connecticut together with necessary ingress and egress to and from the Leased Premises as designated by the LESSOR.

2. TERM

2.1 The term of this Lease shall commence on May 19, 2007 (the "Commencement Date"), and shall expire on the 5th anniversary of the Commencement Date, unless earlier terminated as provided herein (the "Initial Term").

2.2 Notwithstanding any provisions in this Lease, the LESSOR reserves the right to terminate this Lease, in its sole discretion, at any time during the Initial Term or any renewal or extension thereof upon One Hundred Twenty (120) days prior written notice to the LESSEE. In the event the LESSOR so terminates the Lease, the Rent (as hereinafter defined) shall be apportioned as of the date of termination. Such termination shall in no event be deemed to be a breach of contract; and, all rights, duties and obligations hereunder, except for those obligations which specifically survive the termination of this Lease, shall be null and void, so that no party shall have any further rights, duties or obligations to any other, except as otherwise specifically provided herein or in the written notice of termination.

2.3 Provided LESSEE is not in default of the terms and conditions of this Lease on or before the expiration of the Initial Term, and with the prior written consent of the LESSOR and the State Properties Review Board, the term of this Lease may be extended or renewed for four (4) five (5) year terms, at the Base Rent (as hereinafter defined) designated on Exhibit B attached hereto and made a part hereof, and otherwise on the same terms and conditions set forth herein, provided the LESSEE gives the

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LESSOR at least ninety (90) days' advance written notice of its intention to extend or renew.

3. RENT

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

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

3.3 Rent shall be payable in equal monthly installments, in advance, on the first day of each month, in each instance without offset for any reason whether relating to this Lease or any other agreement between the parties. Checks in payment of Rent shall be made payable to the order of the Treasurer, State of Connecticut and sent to Department of Public Works/Financial Management, 165 Capitol Avenue, Room 216, Hartford, Connecticut 06106, or such other address as the LESSOR may indicate in writing.

4. USE

4.1 The LESSEE shall occupy the Leased Premises solely for a wireless telecommunication facility.

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

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

4.4 Excepting petroleum products used with LESSEE's generator, no explosives shall be permitted to be brought onto the Leased Premises and no such explosives shall be stored or used on the Leased Premises.

4.5 No alcoholic beverages shall be consumed by the LESSEE or the LESSEE's clients, officers, agents, employees, licensees, contractors, invitees, visitors and guests on the Leased Premises and in or about the building or buildings in which the Leased Premises is located and in, on or about the LESSOR's adjoining property, buildings, improvements, structures and facilities at the Mystic Educational Center, Groton, Connecticut.

4.6 The LESSEE'S use of the Leased Premises shall be subject and subordinate to any rules or regulations, including, but not limited to, security procedures

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and orders, promulgated in writing by the LESSOR to the LESSEE from time to time concerning the Leased Premises, whether or not attached to this Lease.

5. MAINTENANCE

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

5.2 Unless otherwise indicated in Exhibit C attached hereto and Section 5.3 below, the LESSOR shall repair, replace and maintain exterior and structural portions of the Leased Premises, at the sole discretion of the LESSOR. The LESSEE shall give the LESSOR prompt notice of any defective condition in the Leased Premises for which the LESSOR may be responsible hereunder. If, at the LESSEE's request, such repairs and maintenance are not performed during ordinary business hours, the LESSEE shall reimburse the LESSOR for any overtime costs and other expenses incurred because of such request by the LESSEE.

5.3 The LESSEE shall pay the costs of all repairs, replacements, deterioration or damages to the exterior and interior of the Leased Premises within or servicing the Leased Premises which are occasioned by negligent acts or omissions or willful misconduct of the LESSEE, the LESSEE's officers, agents, employees, clients, invitees, licensees, visitors, guests or servants. The LESSEE shall pay the LESSOR's commercially reasonable costs for making such repairs or replacements as Additional Rent within ten (10) business days following the receipt of written demand. In no event shall the LESSOR be responsible for repairs to or replacements of the LESSEE's personal property or trade fixtures.

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

6. CONDITION OF PREMISES

6.1 The LESSEE acknowledges that it has inspected the Leased Premises, knows its condition and understands that the Leased Premises is leased without any representations or warranties whatsoever and takes the Leased Premises as-is without any obligation on the part of the LESSOR to make any alterations, repairs or additions to the Leased Premises, or site improvements, and/or remediate asbestos-containing materials,

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lead paint, or any other substance to comply with safety, fire, security, occupational health laws and regulations and Environmental Laws (as hereinafter defined), whether or not the federal, state or municipal government is responsible for enforcing them. The LESSOR makes no guarantee as to the sufficiency of electricity, or the nonexistence of asbestos or lead paint at the Leased Premises, facility and remaining grounds and property owned by the State of Connecticut.

7 UTILITIES

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

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

8. SECURITY

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

9. TAXES

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

10. INDEMNIFICATION AND INSURANCE

10.1 At all times during the Initial Term, and during any extension or renewal or hold over period thereof, the LESSEE shall protect, indemnify and hold harmless the LESSOR, its officers, agents and employees, from and against any and all loss, cost, liability, injuries (including death), damages, compensation, and expense, including without limitation, all claims, demands, penalties, actions, causes of action, suits, litigation and attorney's fees and costs, sustained by or alleged to have been sustained by the LESSOR, its officers, agents and employees, and sustained by or alleged to have been sustained by the property, real or personal, of the LESSOR, its officers, agents and employees, and sustained by or alleged to have been sustained by the public or by any other person or property, real or personal, from, or arising out of, or directly or indirectly due to, any cause, condition, event, accident, incident, happening or occurrence, in or about the Leased Premises or in or about the building or buildings in which the Leased Premises is located, occasioned wholly or in part by the acts, omissions, or negligence of

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the LESSEE or of the LESSEE's officers, agents, employees, contractors, invitees, licensees, guests, visitors, clients and any and all persons under the control of the LESSEE. Notwithstanding any term or condition to the contrary in this Agreement, LESSEE shall not be required to indemnify, defend or hold harmless the LESSOR from or against any of the LESSOR'S own acts or damages arising out of the acts of the LESSOR, or any of its employees or other representatives.

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

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

11. LIMITATION OF LESSOR'S LIABILITY

11.1 The LESSOR shall not be liable to the LESSEE for any failure, delay, or interruption in the performance of any terms, covenants or conditions of this Lease beyond the control of the LESSOR including without limitation: accidents, strikes, boycotts, labor disputes, the making of repairs, alterations or improvements to the Leased Premises, embargoes, shortages of material, acts of God, sabotage, inability to obtain an adequate supply of electricity, other utilities, or any other events or circumstances beyond the LESSOR's control. The LESSEE shall not be entitled to any damages resulting from such failure, nor shall any of the above constitute or be construed as a constructive or other eviction of the LESSEE. LESSEE shall be entitled to an abatement of Rent during any period in excess of thirty (30) days in which it is unable to use the Leased Premises for its intended purpose as a result of LESSOR, its officers, agents, or employees negligence or willful misconduct.

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11.2 The LESSOR shall not be liable to the LESSEE or to any person or entity for any loss or damage to any person or entity for any loss or damage to any property or injury to any person occasioned by theft, fire, act of God, public enemy, injunction, riot, insurrection, war, court order, requisition or order of governmental authority, or any other matter beyond the control of the LESSOR.

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

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

12. ALTERATIONS

12.1 The LESSEE shall not make, nor suffer to be made, any additions, alterations or improvements to the Leased Premises or any part thereof (the "LESSEE Improvements"), without first obtaining the prior written consent of the LESSOR, which shall not be unreasonably withheld, conditioned or delayed, and which consent shall, as a prior condition of being valid and enforceable, be evidenced by a writing signed by both the Administrator of Leasing and Property Transfer and the Administrator of Facilities Management of the State of Connecticut Department of Public Works. Any additions, alterations or improvements to the Leased Premises shall be at the LESSEE's sole cost and expense. The LESSOR reserves the right to require the LESSEE to furnish a performance bond, in an amount acceptable to the LESSOR, to insure completion of the LESSEE Improvements.

12.2 The LESSEE shall not permit any materialman's or mechanic's lien or liens to be placed upon the Leased Premises or other property of the LESSOR caused by or resulting from any work performed, materials furnished or obligations incurred by or at the request of the LESSEE. The LESSEE shall not cause any work to be performed, materials furnished or obligations to be incurred that might give rise to the filing of such a materialman's or mechanic's lien or other liens, and nothing contained in this Lease shall be in any way a consent or request to the LESSEE, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration or repair of or to the Leased Premises or any part thereof, nor as giving the LESSEE any right to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any materialman's or mechanic's lien or other lien or liens against the interest of the LESSOR. In the case of the filing of any lien or claim for lien, the LESSEE shall discharge such lien or claim for lien by payment, deposit, bond or by order of a court of competent jurisdiction or otherwise within thirty (30) business days after becoming aware of its filing. If the LESSEE fails to discharge any lien or claim for lien within this period, then, in addition to any other right or remedy of the LESSOR, the LESSOR, following written notice to LESSEE, may discharge the same either by paying the amount claimed to be due or by

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procuring its discharge by deposit in court or bonding. Any amount paid by the LESSOR for any of the aforesaid purposes, and all reasonable legal and other expenses of LESSOR, including reasonable attorneys' fees, in any legal action or in procuring the discharge of any lien, with all disbursements in connection therewith, shall be paid by the LESSEE to the LESSOR on demand with interest thereon of ten (10%) percent (or the maximum legal limit, whichever is lower), from the date of payment.

12.3 Any and all alterations or additions to the Leased Premises, including any LESSEE Improvements, shall be deemed LESSEE's personal property and can be removed by LESSEE at anytime so long LESSEE restores the Leased Premises to a reasonably safe condition. The LESSOR reserves the right at the termination or expiration of the Lease, to demand, upon written notice to the LESSEE, that the LESSEE remove any such alterations and additions at the LESSEE's sole cost and expense, leaving the Leased Premises in a reasonably safe condition clear of any equipment and structures installed by LESSEE, reasonable wear and tear based upon good maintenance practices excepted.

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

(a) The LESSEE Improvements shall not require the LESSOR to make changes in or about the common areas of the building in which the Leased Premises is located, if applicable.

(b) The LESSEE Improvements shall not adversely affect in any way the outside appearance or overall value of the Leased Premises or the building in which it is located, and the construction thereof shall not, in the sole opinion of the LESSOR, weaken or impair the structure of the Leased Premises either during the making of such LESSEE Improvements or upon their completion.

(c) Upon completion of the LESSEE Improvements, the LESSEE shall cause all waste material, rubbish, tools, equipment, machinery, and surplus materials to be removed from and around the Leased Premises.

(d) The LESSEE Improvements shall be performed in such a manner so as not to unreasonably interfere with the business of any other occupant of the building in which the Leased Premises is located, if applicable, and not to impose any substantial hazard to the safety or security of other occupants in and about said building.

(e) Before proceeding with any LESSEE Improvements, the LESSEE shall submit to the LESSOR, at the LESSEE's sole cost and expense, at least two (2) copies of detailed plans and specifications therefor, for the LESSOR's review and written consent. Any LESSEE Improvements for which consent has been obtained, shall be performed in accordance with the approved plans and specifications, and no material changes thereto shall be made without the prior written consent of the LESSOR, which shall not be unreasonably withheld, conditioned, or delayed.

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

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

(h) The LESSEE, at its own expense, shall obtain all necessary governmental approvals, permits, authorizations and certificates for the commencement and prosecution of the LESSEE Improvements and for final approval thereof upon completion. The LESSEE, at its own expense, shall provide the LESSOR with two (2) copies of all such approvals, permits, authorizations and certificates (if not issued by the State of Connecticut Department of Public Works). The LESSEE shall cause all LESSEE Improvements to be performed in a good and first-class workmanlike manner, using new materials and equipment at least equal in quality to the original standard installations of the Leased Premises.

(i) Throughout the performance of the LESSEE Improvements, the LESSEE, at no cost or expense to the LESSOR, shall carry or cause to be carried, workers' compensation insurance covering all persons employed in connection with such improvements in statutory limits and general liability insurance for any occurrence in or about the Leased Premises and the building in which they are located in accord with Section 10 of this Lease. The LESSEE shall furnish the LESSOR with a certificate of such insurance before the commencement of the LESSEE Improvements and, on request, at reasonable intervals thereafter.

(j) The LESSEE Improvements shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 including any amendments or regulations pertaining thereto.

13. DEFAULT

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

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(a) The LESSEE fails to pay any installment (or portion thereof) of Rent within twenty (20) days after such installment is due and following written notice from LESSOR.

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

(c) The LESSEE becomes insolvent, or makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors, or the LESSEE admits in writing its inability to pay its debts as they become due.

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

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

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

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

(h) The determination by the Secretary of the State of the State of Connecticut that the LESSEE is no longer in legal existence as a limited partnership under the laws of the State of Delaware.

(i) The cessation by the LESSEE of the use of the Leased Premises for the purpose hereinbefore set forth for a period of thirty (30) days.

14. LESSOR'S REMEDIES

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

(a) The LESSOR may terminate this Lease by written notice to the LESSEE in the event of a default.

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(b) The LESSEE shall pay to the LESSOR on demand the amount of all loss and damage which the LESSOR may suffer by reason of this termination, whether through inability to relet the Leased Premises on satisfactory terms or otherwise, specifically including, but not limited to (i) all reasonable expenses necessary to relet the Leased Premises; (ii) any increase in insurance premiums caused by the vacancy of the Leased Premises; (iii) unpaid Rent that was due and owing at the time of such termination; and (iv) the amount of the unpaid Rent that would have been earned during the balance of the then current term had the early termination not occurred. Nothing contained in this Lease shall limit or prejudice the right of the LESSOR to prove for and obtain in proceedings for bankruptcy or insolvency by reason of the termination of this Lease an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether or not the amount be greater, equal to, or less than the amount of the loss or damages referred to above. In the event of an early termination of this Lease, the LESSOR is in no way obligated to relet the Leased Premises.

(c) The LESSOR may relet the Leased Premises or any part thereof in the name of the LESSOR or otherwise, without notice to the LESSEE for a term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the applicable term of this Lease) and on terms and conditions (which may include concessions or free rent) as the LESSOR in its absolute discretion may determine and the LESSOR may collect and receive any rents payable by reason of such reletting; and the LESSEE shall pay the LESSOR on demand all reasonable expenses necessary to relet the Leased Premises. The LESSOR is not obligated to relet the Leased Premises, and shall not be responsible or liable for any failure to relet the Leased Premises or any part thereof. Unless otherwise stated in this Lease, no re-entry or taking of possession of the Leased Premises by the LESSOR shall be an election on the LESSOR's part to terminate this Lease unless a notice of termination is given to the LESSEE pursuant to Subsection 14.1 (a) hereof.

(d) The LESSOR may enter upon the Leased Premises in a peaceable manner pursuant to Section 16 of this Lease or otherwise under legal process of taking possession thereof and do whatever the LESSEE is obligated to do under the terms of this Lease, and the LESSEE shall reimburse the LESSOR on demand for any expenses which the LESSOR may incur in thus effecting compliance with the LESSEE's obligations under this Lease.

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

14.3 Notwithstanding anything to the contrary in this Lease, the LESSEE shall have no further obligations to LESSOR following the payment of Rent for the remainder of the then current term by LESSEE to LESSOR or the reletting of the Leased Premises, or any portion thereof, by the LESSOR.

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

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

15. LESSEE'S ENVIRONMENTAL OBLIGATIONS

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

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

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materials, chemicals, or other substances defined as hazardous, hazardous-waste, or toxic waste or otherwise regulated or controlled pursuant to any Environmental Law.

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

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

15.3 The LESSEE shall not use any Hazardous Substance at, on, under, or about the Leased Premises except as such Hazardous Substance use is approved in writing by the LESSOR. Notwithstanding the foregoing, LESSOR acknowledges and agrees to LESSEE's use of petroleum products for its generator and the storage of its back-up batteries on the Leased Premises.

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

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

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

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

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unintentional, direct or indirect, foreseeable or unforeseeable, by the LESSEE, its officers, agents, employees, invitees, licensees, guests, visitors, clients, and by anyone acting on behalf of the LESSEE.

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

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

16. ACCESS TO PREMISES

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

17. SURRENDER

17.1 At the expiration or other termination of this Lease, the LESSEE will surrender the Leased Premises in the same condition as that existing at the beginning of the Initial Term except for reasonable wear and tear based upon good maintenance practices, approved alterations or additions and damage by casualty as provided by Section 23 hereof.

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

18. ASSIGNMENT AND SUBLETTING

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18.1 The LESSEE may not assign or sublet this Lease, in whole or in part, without the prior written consent of the LESSOR, which consent shall not be unreasonably withheld, conditioned, or delayed. Any such assignment or sublease of the Premises without the LESSOR's prior written consent shall be null and void. In the event such consent is given, the LESSEE shall not be relieved from any obligation under this Lease by reason of any such assignment or subletting. Notwithstanding the foregoing, LESSEE shall be permitted to assign and/or sublet the Leased Premises to (a) any entity controlling, controlled by, or under common control with LESSEE; (b) any entity acquiring substantially all of the assets of LESSEE or (c) any successor entity in a merger or consolidation involving LESSEE.

19. NOTICE

19.1 Notices from the LESSOR to the LESSEE shall be sufficient if hand delivered to the LESSEE or if sent by facsimile (with transmission confirmation) or if placed with the United States Postal Service, certified mail, postage prepaid, addressed to Sprint Property Services, Site ID: [Cascade ID], Mailstop KSOPHT0101-Z2650, 6391 Sprint Parkway, Overland Park, Kansas 066251-2650, with a copy to Sprint Law Department, Attn.: Sprint PCS Real Estate Attorney, Mailstop KSOPHT0101-Z2020, 6391 Sprint Parkway, Overland Park, Kansas 66251-2020. Notices from the LESSEE to the LESSOR shall be sufficient if placed with the United States Postal Service, certified mail, postage prepaid, addressed to the Commissioner, Department of Public Works, 165 Capitol Avenue, State Office Building, Hartford, Connecticut 06106-1630, with a copy to Administrator, Leasing and Property Transfer, Department of Public Works, 165 Capitol Avenue, State Office Building, Hartford, Connecticut 06106-1630, or such other address as the LESSOR shall indicate in writing.

20. HOLDOVER

20.1 Any holding over by the LESSEE after the expiration or termination of this Lease shall be construed to be a tenancy at will from month-to-month, terminable upon thirty (30) days' notice from either party hereto, and the LESSEE shall pay Base Rent at the same rate as the last year of the Lease preceding such expiration or termination, and such tenancy shall otherwise be on the terms and conditions herein specified. Nothing in this Lease shall vest in the LESSEE any right to hold over.

21. SOVEREIGN IMMUNITY

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

22. AUTHORITY

22.1 The LESSEE represents and warrants to the LESSOR that:

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

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

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

(d) to the extent that the LESSEE has engaged the services of any person or entity in any capacity to solicit or secure this Lease, the LESSEE shall be solely responsible for the payment of any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Lease or any assignments made in accordance with the terms of this Lease. The LESSOR shall not be responsible under any circumstances for the satisfaction of such consideration.

23. CASUALTY AND CONDEMNATION

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

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

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Lease without further obligation to LESSOR by written notice to the LESSOR and Rent shall be apportioned as of such termination date. The LESSOR shall not be liable for any inconvenience or annoyance to the LESSEE or injury to the business of the LESSEE resulting in any way from such damage or the repair thereof. The LESSEE understands that the LESSOR shall not carry insurance of any kind on the LESSEE's property, and that the LESSOR shall not be obligated to repair any damage thereto or to replace the same.

23.3 In the event a portion of the Leased Premises is taken by any exercise of the right of eminent domain, and the LESSOR, in its sole discretion, does not terminate the Lease pursuant to Section 23.1 hereof, the LESSEE, at its option, may terminate the Lease without further obligation to LESSOR if such condemnation or taking shall affect twenty-five (25%) percent or more of the Leased Premises or a material part of the means of access to the Leased Premises by written notice to the LESSOR within thirty (30) days of receiving notice of such condemnation or taking, and the Lease shall terminate as of the date of the LESSEE's written notice to the LESSOR and Rent shall be apportioned as of such termination date. If neither the LESSOR nor the LESSEE exercise their options to terminate the Lease, this Lease shall be and remain unaffected by such condemnation or taking except that the Rent payable hereunder shall be abated in proportion to the percentage of the Leased Premises taken or condemned. In the event of any condemnation or taking, the LESSOR shall be entitled to receive the entire award in the condemnation proceeding or other proceeding for taking for public or quasi-public use, except that the LESSEE shall be entitled to the award, if any, for the LESSEE's leasehold interest in the condemned portion of the Leased Premises. This provision shall not be deemed to give the LESSOR any interest in or to require the LESSEE to assign to the LESSOR any award made to the LESSEE specifically for its relocation expenses or the taking of personal property and trade fixtures belonging to the LESSEE. Nothing in this Lease shall be construed as a waiver of or limitation upon the LESSOR's immunity to condemnation by inferior and/or unauthorized condemning authorities.

24. MISCELLANEOUS

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

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

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

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

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

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

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

24.8 The LESSOR and the LESSEE agree to cooperate in the recording of a Notice of this Lease, in accord with Connecticut General Statutes Title 47, Chapter 821, Section 47-19.

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

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

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

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

25. NON-DISCRIMINATION AND EXECUTIVE ORDERS

25.1 For the purposes of this section, the word "contractor," except where it is immediately preceded by the word "small," is substituted for and has the same meaning and effect as if it read "LESSEE," and the word "contract" is substituted for and has the same meaning and effect as if it read "Lease." This section is inserted in connection with subsection (a) of Section 4a-60 of the General Statutes of Connecticut, as revised.

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(a) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. Section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For the purposes of this section, "commission" means the Commission on Human Rights and Opportunities.

For the purposes of this section, "public works contract" means any agreement between any individual, firm or corporation and the state or any political subdivision of the State other than a municipality, for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

(b)(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each

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provision of this section and Conn. Gen. Stat. Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. Sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and Conn. Gen. Stat. Section 46a-56. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(c) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

(e) The contractor shall include the provisions of subsection (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. Section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(f) The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

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

(a) (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by

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the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission on human rights and opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56 of the general statutes of Connecticut; (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56 of the General Statutes of Connecticut.

(b) The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56 of the general statutes of Connecticut; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(c) The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

25.3 The Lease is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Lease as if they had been fully set forth in it. At the LESSEE's request, the LESSOR shall provide a copy of these orders to the LESSEE. The Lease may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

26. CAMPAIGN CONTRIBUTION PROVISION

3/20/08

26.1 STATE CONTRACTS: For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Exhibit D attached hereto.

26.2 SOLICITATIONS: With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to the State's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Exhibit D attached hereto.

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

WITNESSES:

[Signature]
Name:

JoAnn Ng
Name: JoAnn Ng

SPRINT SPECTRUM, L. P.

By [Signature]

John Beaudoin
Its Manager, Contracts & Negotiation
Duly authorized

Date signed: 11-13-07

WITNESSES:

[Signature]
Name: Holly J. Hart

[Signature]
Name: Diane M. Chace

STATE OF CONNECTICUT

By [Signature]

Raeanne V. Curtis
Commissioner of Public Works
Duly authorized

Date signed: 1-10-08

STATE OF Kansas)

COUNTY OF Johnson)

ss: Overland Park
City/Town

On this the 13th day of November, 2007, before me, the undersigned officer, personally appeared John Beaudoin, known to me (or satisfactorily proven) to be the Manager, Contracts & Negotiation of Sprint Spectrum, L.P., a Delaware Limited Partnership, whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes and consideration therein expressed in the capacity as therein stated as his free act and deed and that of the limited partnership.

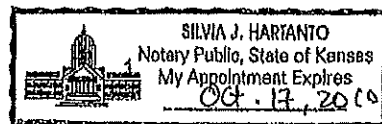
In Witness Whereof I hereunto set my hand.

[Signature]

Commissioner of the Superior Court

Notary Public

My Commission Expires:




[Signature]
3/20/08

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

On this the 15th day of JANUARY, 2008 before me, the undersigned officer, personally appeared Raeanne V. Curtis, Commissioner of the Department of Public Works, State of Connecticut, known to me to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity as therein stated and for the purposes therein contained.


In Witness Whereof I hereunto set my hand.



Commissioner of the Superior Court
Notary Public
My Commission Expires:


DIANE M. CHACE
NOTARY PUBLIC
MY COMMISSION EXPIRES JULY 31, 2010

Approved:
STATE PROPERTIES REVIEW BOARD


By Edwin S. Greenberg
Its Chairman

Date signed: 3/20/08

Approved:
ATTORNEY GENERAL


By
Associate Attorney General

Date signed: 4/4/08

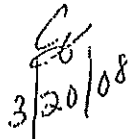

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EXHIBIT A

Floor Plan or Property Description

Site Sketch: Site#101J, MYSTIC SMOKESTACK, EXISTING ± 85' SMOKESTACK,
MYSTIC, CT 06388

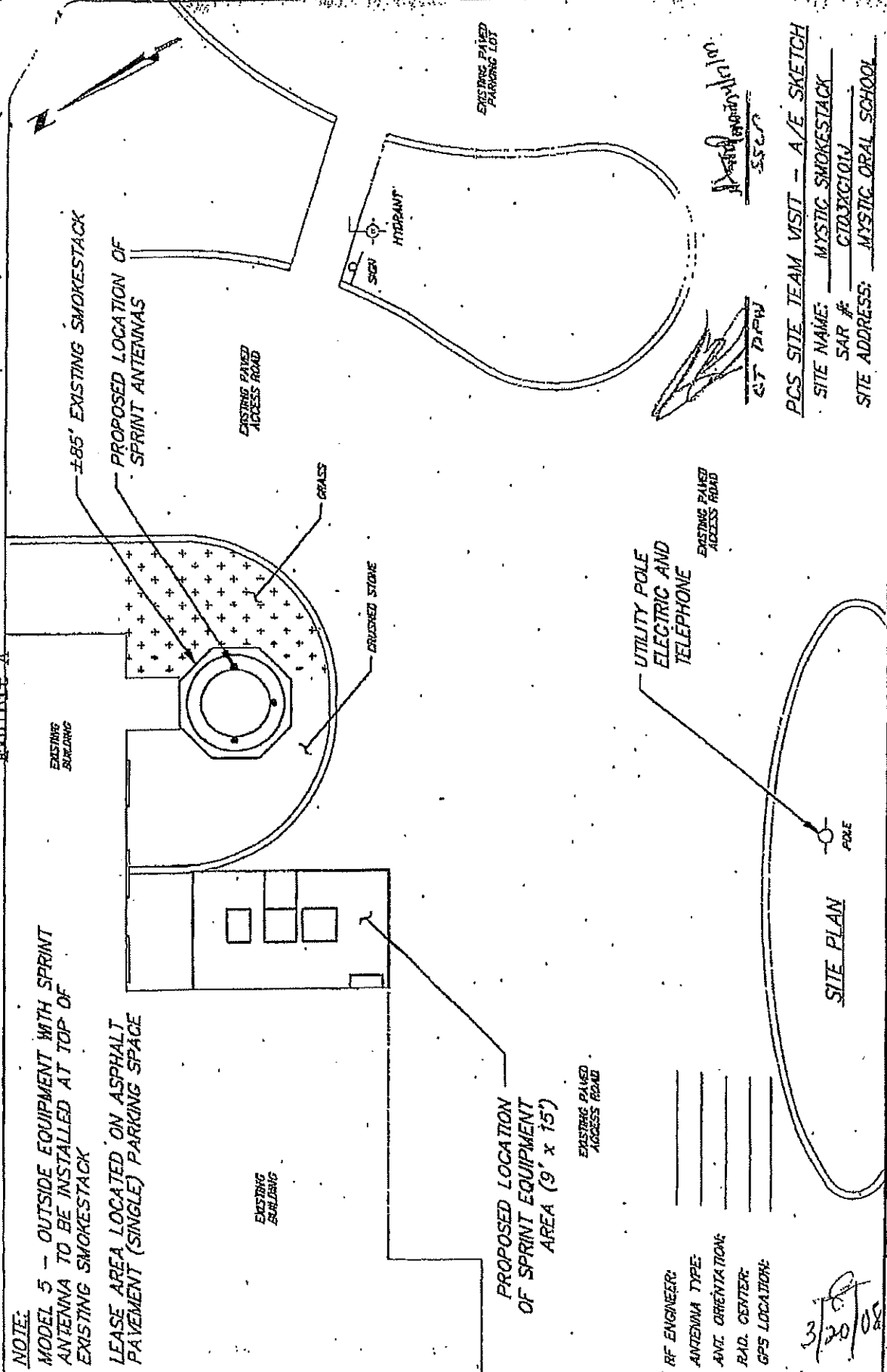
3/20/08

Exhibit A

NOTE:
MODEL 5 - OUTSIDE EQUIPMENT WITH SPRINT ANTENNA TO BE INSTALLED AT TOP OF EXISTING SMOKESTACK

LEASE AREA LOCATED ON ASPHALT PAVEMENT (SINGLE) PARKING SPACE

PROPOSED LOCATION OF SPRINT EQUIPMENT AREA (9' x 15')



RF ENGINEER:
 ANTENNA TYPE:
 ANT. ORIENTATION:
 RAD. CENTER:
 GPS LOCATION:

3/20/08

PCS SITE TEAM VISIT - A/E SKETCH
 SITE NAME: MYSTIC SMOKESTACK
 SAR #: C700XG101V
 SITE ADDRESS: MYSTIC ORAL SCHOOL

STANDING WAVE

SITE #101J
 MYSTIC SMOKESTACK
 EXISTING ±85' SMOKESTACK
 MYSTIC, CT 06388

CHA
 CONSULTING ARCHITECTS AND ASSOCIATES LLP
 1700 KENNEDY AVENUE SUITE 200
 NEWTON, MA 02459

CHA
 CONSULTING ARCHITECTS AND ASSOCIATES LLP
 1700 KENNEDY AVENUE SUITE 200
 NEWTON, MA 02459

LUCENT TECHNOLOGIES AND BELL ALLIANCE
 SPRINT

Owner, Designer and Contractor shall be responsible for obtaining all necessary permits and approvals for this project. The user of this document shall be responsible for obtaining all necessary permits and approvals for this project.

Owner's Address:
 Date:
 2-21-08

Exhibit B
Base Rent

Period	Annual Base Rent	Monthly Base Rent
5-19-2007 - 5-18-2012	\$23,760.00	\$1,980.00
Renewal Term		
5-19-2012 - 5-18-2017		
5-19-2012 - 5-18-2013	\$27,324.00	\$2,277.00
5-19-2013 - 5-18-2014	\$28,143.72	\$2,345.31
5-19-2014 - 5-18-2015	\$28,988.03	\$2,415.67
5-19-2015 - 5-18-2016	\$29,857.67	\$2,488.14
5-19-2016 - 5-18-2017	\$30,753.40	\$2,562.78
Renewal Term		
5-19-2017 - 5-18-2022		
5-19-2017 - 5-18-2018	\$31,676.00	\$2,639.67
5-19-2018 - 5-18-2019	\$32,626.28	\$2,718.86
5-19-2019 - 5-18-2020	\$33,605.07	\$2,800.42
5-19-2020 - 5-18-2021	\$34,613.23	\$2,884.44
5-19-2021 - 5-18-2022	\$35,651.62	\$2,970.97
Renewal Term		
5-19-2022 - 5-18-2027		
5-19-2022 - 5-18-2023	\$36,721.17	\$3,060.10
5-19-2023 - 5-18-2024	\$37,822.81	\$3,151.90
5-19-2024 - 5-18-2025	\$38,957.49	\$3,246.46
5-19-2025 - 5-18-2026	\$40,126.22	\$3,343.85
5-19-2026 - 5-18-2027	\$41,330.00	\$3,444.17
Renewal Term		
5-19-2027 - 5-18-2032		
5-19-2027 - 5-18-2028	\$42,569.90	\$3,547.49
5-19-2028 - 5-18-2029	\$43,847.00	\$3,653.92
5-19-2029 - 5-18-2030	\$45,162.41	\$3,763.53
5-19-2030 - 5-18-2031	\$46,517.28	\$3,876.44
5-19-2031 - 5-18-2032	\$47,912.80	\$3,992.73

J.P.
3/30/08

EXHIBIT C

Schedule of Services and Utilities for Leased Premises

	LESSOR	LESSEE	N/A
Utilities			
Electric		X	
Gas/Oil			N/A
Water/Sewer			N/A
T-Comm/Data			N/A
Security Systems applicable to LESSEE's equipment shelter		X	
Heat/Hot Water			N/A
Air Conditioning			N/A
Services			
Security Guards			N/A
Rubbish Removal			N/A
Recycling Services			N/A
Housekeeping			N/A
HVAC/Plumbing Services			N/A
Electrical/Lighting/Fire Protection System			N/A
Task Lighting			N/A
Elevator Maintenance			N/A
Snow Removal Services			N/A
General Repairs (windows, doors, etc.)			N/A
Roof Repairs			N/A
Landscaping/Lawn			N/A
Pest Control			N/A
Parking Lot Maintenance			N/A
Window Washing			N/A
Other Services			

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

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

The operating hours of LESSEE shall be twenty four (24) hours, seven (7) days a week.

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EXHIBIT D

See attached SEEC FORM 11.

CB
3/20/08

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.

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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

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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

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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.

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END LEASE

LEASE

THIS LEASE (the "Lease") is entered into by and between the STATE OF CONNECTICUT, hereinafter called the "LESSOR," acting herein by its Commissioner of the Department of Public Works, duly authorized, pursuant to the provisions of Section 4b-38 of the General Statutes of Connecticut, as revised, and Celco Partnership, a Delaware general partnership d/b/a Verizon Wireless, successor-in-interest to Bell Atlantic Mobile, Inc, hereinafter called the "LESSEE," having its principal place of business at One Verizon Way, Basking Ridge, New Jersey 07920, acting herein by David R. Heverling, its network Vice President-Northeast Area, duly authorized.

WITNESSETH:

WHEREAS, LESSOR is the owner of certain real property with improvements thereon, located at Oral School Road, Groton, Connecticut (the "Property");

WHEREAS, LESSOR and Bell Atlantic Mobile, Inc., entered into that certain Lease dated October 15, 1999 (the "Original Lease") for a portion of the Administration Building located on the Property, for the purposes of operating a wireless communications facility;

WHEREAS, LESSEE, as successor-in-interest to Bell Atlantic Mobile, Inc., is currently operating its wireless communications facility pursuant to the Original Lease,

WHEREAS, the Original Lease provides that the lease term ends on July 14, 2009; and

WHEREAS, LESSOR and LESSEE desire to enter into the Lease in order for LESSEE to continue its operation of its wireless communications facility on the Property.

NOW THEREFORE, LESSOR and LESSEE for the consideration hereinafter mentioned covenant and agree as follows:

1. PREMISES

1.1 The LESSOR agrees to and does hereby lease unto the LESSEE approximately 351 square feet of space consisting of a portion of the penthouse and rooms 307, 308 and 309, more particularly described in Exhibit A attached hereto and made a part hereof (the "Leased Premises"), and located within the Administration Building at Mystic Educational Center, Groton, Connecticut, together with the non-exclusive right for ingress and egress to and from the Leased Premises, twenty-four hours a day, seven days a week.

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2. TERM

2.1 The term of this Lease shall commence July 15, 2009 (the "Commencement Date"), and shall expire on the 5th anniversary of the Commencement Date, unless earlier terminated as provided herein (the "Initial Term").

2.2 Notwithstanding any provisions in this Lease, the LESSOR reserves the right to terminate this Lease, in its sole discretion, at any time during the Initial Term or any renewal or extension thereof upon one hundred twenty (120) days' prior written notice to the LESSEE. In the event the LESSOR so terminates the Lease, the Rent (as hereinafter defined) shall be apportioned as of the date of termination. Such termination shall in no event be deemed to be a breach of contract; and, all rights, duties and obligations hereunder, except for those obligations which specifically survive the termination of this Lease, shall be null and void, so that no party shall have any further rights, duties or obligations to any other, except as otherwise specifically provided herein or in the written notice of termination.

2.3 Provided LESSEE is not in default of the terms and conditions of this Lease on or before the expiration of the Initial Term, and with the prior written consent of the LESSOR and the State Properties Review Board, the term of this Lease may be extended or renewed for three (3) five (5) year terms, at the Base Rent (as hereinafter defined) designated on Exhibit B attached hereto and made a part hereof, and otherwise on the same terms and conditions set forth herein, provided the LESSEE gives the LESSOR at least ninety (90) days' advance written notice of its intention to extend or renew.

3. RENT

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

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

3.3 Rent shall be payable in equal monthly installments, in advance, on the first day of each month, in each instance without offset for any reason whether relating to this Lease or any other agreement between the parties. Checks in payment of Rent shall be made payable to the order of the Treasurer, State of Connecticut and sent to Department of Public Works/Financial Management, 165 Capitol Avenue, Room 216, Hartford, Connecticut 06106, or such other address as the LESSOR may indicate in writing.

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4. USE

4.1 The LESSEE shall occupy the Leased Premises solely for the purpose of operating a wireless communications facility.

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

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

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

4.5 No alcoholic beverages shall be consumed by the LESSEE or the LESSEE's clients, officers, agents, employees, licensees, contractors, invitees, visitors and guests on the Leased Premises and in or about the building or buildings in which the Leased Premises is located and in, on or about the LESSOR's adjoining property, buildings, improvements, structures and facilities at Mystic Educational Center, Groton, Connecticut.

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

5. MAINTENANCE

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

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of the LESSEE shall be in conformity with Section 12 hereof and shall be at least equal in quality and class to the original standard installation of the Leased Premises.

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

5.3 The LESSEE shall pay the costs of all repairs, replacements, deterioration or damages to the exterior and interior of the Leased Premises including, without limitation, structural systems, heating, air conditioning, plumbing, electrical, fire alarm systems, floor surfaces, glass, all partitions, ceilings and doors, within or servicing the Leased Premises, occasioned by negligent acts or omissions or willful misconduct of the LESSEE, the LESSEE's officers, agents, employees, clients, invitees, licensees, visitors, guests or servants. The LESSEE shall pay the LESSOR's costs for making such repairs or replacements as Additional Rent on the date of demand. In no event shall the LESSOR be responsible for repairs to or replacements of the LESSEE's personal property or trade fixtures.

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

6. CONDITION OF PREMISES

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

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7. UTILITIES

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

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

8. SECURITY

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

9. TAXES

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

10. INDEMNIFICATION AND INSURANCE

10.1 At all times during the Initial Term, and during any extension or renewal or hold over period thereof, the LESSEE shall protect, indemnify and hold harmless the LESSOR, its officers, agents and employees, from and against any and all loss, cost, liability, injuries (including death), damages, compensation, and expense, including without limitation, all claims, demands, penalties, actions, causes of action, suits, litigation and attorney's fees and costs, sustained by or alleged to have been sustained by the LESSOR, its officers, agents and employees, and sustained by or alleged to have been sustained by the property, real or personal, of the LESSOR, its officers, agents and employees, and sustained by or alleged to have been sustained by the public or by any other person or property, real or personal, from, or arising out of, or directly or indirectly due to, any cause, condition, event, accident, incident, happening or occurrence, in or about the Leased Premises or in or about the building or buildings in which the Leased Premises is located, to the extent the acts, omissions, or negligence of the LESSEE or of the LESSEE's officers, agents, employees, contractors, invitees, licensees, guests, visitors, clients and any and all persons under the control of the LESSEE, except to the extent caused by the negligence or willful misconduct of the LESSOR, its officers, agents and employees.

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10.2 The LESSEE shall provide and maintain Commercial General Liability insurance, with an insurer rated at least A- by AM Best, with the LESSOR named as an additional insured in a combined single minimum amount of \$1,000,000 including bodily injury, personal injury and property damage coverage to protect the interest of the LESSOR as it appears herein, at no cost to the LESSOR, and shall annually provide the LESSOR with a certificate of insurance to this effect at the LESSEE's expense. Coverage shall include independent contractors, products and completed operations, contractual liability and fire legal liability (damages to Lease Premises). The LESSEE shall be responsible for maintaining property insurance against all risk of loss to any tenant improvements or betterments and its personal property and trade fixtures. The LESSEE shall maintain Workers' Compensation and Employers Liability coverage in compliance with the laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$300,000 Disease - Policy Limit, \$100,000 Disease - each employee. All certificates of insurance required hereunder shall include a statement that the LESSOR is an additional insured on the general liability insurance coverage. Such policies of insurance shall also provide notification to the LESSOR at least thirty (30) days prior to any cancellation or modification of coverage. The LESSEE's insurer shall have no right of recovery or subrogation against the LESSOR and the described insurance shall be primary coverage.

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

11. LIMITATION OF LESSOR'S LIABILITY

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

11.2 The LESSOR shall not be liable to the LESSEE or to any person or entity for any loss or damage to any person or entity for any loss or damage to any property or injury to any person occasioned by theft, fire, act of God, public enemy, injunction, riot, insurrection, war, court order, requisition or order of governmental authority, or any other matter beyond the control of the LESSOR.

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

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

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of the property of, or injury to (including death), the LESSEE's officers, agents, employees, invitees, licensees, visitors, guests and clients.

12. ALTERATIONS

12.1 The LESSEE shall not make, nor suffer to be made, any additions, alterations or improvements to the Leased Premises or any part thereof (the "LESSEE Improvements"), without first obtaining the prior written consent of the LESSOR, which consent may not be unreasonably withheld, conditioned or delayed, and which consent shall, as a prior condition of being valid and enforceable, be evidenced by a writing signed by both the Administrator of Leasing and Property Transfer and the Administrator of Facilities Management of the State of Connecticut Department of Public Works. Any additions, alterations or improvements to the Leased Premises shall be at the LESSEE's sole cost and expense. The LESSOR reserves the right to require the LESSEE to furnish a performance bond, in an amount and issued by an insurer rated A- or better by AM Best, to insure completion of the LESSEE Improvements.

12.2 The LESSEE shall not permit any materialman's or mechanic's lien or liens to be placed upon the Leased Premises or other property of the LESSOR caused by or resulting from any work performed, materials furnished or obligations incurred by or at the request of the LESSEE. The LESSEE shall not cause any work to be performed, materials furnished or obligations to be incurred that might give rise to the filing of such a materialman's or mechanic's lien or other liens, and nothing contained in this Lease shall be in any way a consent or request to the LESSEE, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration or repair of or to the Leased Premises or any part thereof, nor as giving the LESSEE any right to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any materialman's or mechanic's lien or other lien or liens against the interest of the LESSOR. In the case of the filing of any lien or claim for lien, the LESSEE shall discharge such lien or claim for lien by payment, deposit, bond or by order of a court of competent jurisdiction or otherwise within thirty (30) business days after becoming aware of its filing. If the LESSEE fails to discharge any lien or claim for lien within this period, then, in addition to any other right or remedy of the LESSOR, the LESSOR, without investigating its validity, may discharge the same either by paying the amount claimed to be due or by procuring its discharge by deposit in court or bonding. Any amount paid by the LESSOR for any of the aforesaid purposes, and all reasonable legal and other expenses of LESSOR, including reasonable attorneys' fees, in any legal action or in procuring the discharge of any lien, with all disbursements in connection therewith, shall be paid by the LESSEE to the LESSOR on demand with interest thereon of ten (10%) percent (or the maximum legal limit, whichever is lower), from the date of payment.

12.3 Any alterations or additions to the Leased Premises, including any LESSEE Improvements, shall become, at no cost to the LESSOR, the property of the LESSOR, together with any warranties for labor or materials in connection with the LESSEE Improvements, to the extent assignable. The LESSOR reserves the right, however, at the termination or expiration of the Lease, to demand, upon written notice to

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the LESSEE; that the LESSEE remove any such alterations and additions at the LESSEE's sole cost and expense, leaving the Leased Premises in substantially the same condition as it was at the beginning of the Initial Term, reasonable wear and tear based upon good maintenance practices excepted.

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

(a) The LESSEE Improvements shall not require the LESSOR to make changes in or about the common areas of the building in which the Leased Premises is located, if applicable.

(b) The LESSEE Improvements shall not adversely affect in any way the outside appearance or overall value of the Leased Premises or the building in which it is located, the style or color of any building standard venetian blinds, and the construction thereof shall not, in the sole opinion of the LESSOR, weaken or impair the structure of the Leased Premises or the building in which it is located either during the making of such LESSEE Improvements or upon their completion.

(c) The proper functioning of the equipment in the building in which the Leased Premises is located shall not be adversely affected in the sole opinion of the LESSOR. Upon completion of the LESSEE Improvements, the LESSEE shall cause all waste material, rubbish, tools, equipment, machinery, and surplus materials to be removed from and around the Leased Premises.

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

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

(f) The LESSEE shall not install, in any part of the Leased Premises, any permanently attached materials, fixtures or articles which are subject to liens, chattel mortgages or security interests (as such term is defined in the Uniform Commercial Code in effect in the State of Connecticut, as amended from time to time). Telephones, computer equipment, business machines and other equipment

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which can be removed without material damage to the Leased Premises are excluded from the foregoing.

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

(h) The LESSEE, at its own expense, shall obtain all necessary governmental approvals, permits, authorizations and certificates for the commencement and prosecution of the LESSEE Improvements and for final approval thereof upon completion. The LESSEE, at its own expense, shall provide the LESSOR with two (2) copies of all such approvals, permits, authorizations and certificates (if not issued by the State of Connecticut Department of Public Works). The LESSEE shall cause all LESSEE Improvements to be performed in a good and first-class workmanlike manner, using new materials and equipment at least equal in quality to the original standard installations of the Leased Premises.

(i) Throughout the performance of the LESSEE Improvements, the LESSEE, at no cost or expense to the LESSOR, shall carry or cause to be carried, workers' compensation insurance covering all persons employed in connection with such improvements in statutory limits and general liability insurance for any occurrence in or about the Leased Premises and the building in which they are located, naming the LESSOR as additional insured, in such limits as the LESSOR may prescribe, in its sole discretion, with insurers satisfactory to the LESSOR. The LESSEE shall furnish the LESSOR with a certificate of such insurance before the commencement of the LESSEE Improvements and, on request, at reasonable intervals thereafter.

(j) The LESSEE Improvements shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 including any amendments or regulations pertaining thereto.

12.5 The LESSEE shall keep full and complete records describing any LESSEE Improvements, including the aggregate cost thereof (including architect's and engineer's fees and expenses), during the term of this Lease and for a period of five (5) years thereafter. Upon the request of the LESSOR, the LESSEE shall provide the LESSOR and/or its authorized representative full and complete copies of such records.

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13. DEFAULT

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

(a) The LESSEE fails to pay any installment (or portion thereof) of Rent within ten (10) days after such installment is due.

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

(c) The LESSEE becomes insolvent, or makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors, or the LESSEE admits in writing its inability to pay its debts as they become due.

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

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

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

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

(h) The filing of any liens or encumbrances, of any nature whatsoever, against the Leased Premises as a result of action or inaction of the LESSEE, unless LESSEE effectuates the release of any such lien or encumbrance within thirty (30) days of its recording.

(i) The determination by the Secretary of the State of the State of Connecticut that the LESSEE is no longer in legal existence as a General Partnership under the laws of the State of Delaware, except that LESSEE shall have thirty (30) days within which to cure and rectify any such happening.

(j) The cessation by the LESSEE of the use of the Leased Premises for the purpose hereinbefore set forth, because of the lack of funds or because the

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LESSEE becomes inactive for any other reason, except that the LESSEE shall have thirty (30) days within which to cure and rectify any such happening.

14. LESSOR'S REMEDIES

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

(a) The LESSOR may terminate this Lease by written notice to the LESSEE in the event of a default.

(b) The LESSEE shall pay to the LESSOR on demand the amount of all loss and damage which the LESSOR may suffer by reason of this termination, whether through inability to relet the Leased Premises on satisfactory terms or otherwise, specifically including, but not limited to (i) all reasonable expenses necessary to relet the Leased Premises which shall include the cost of renovating, repairing and altering the Leased Premises for a new tenant or lessee, advertisements and brokerage fees; (ii) any increase in insurance premiums caused by the vacancy of the Leased Premises; (iii) unpaid Rent that was due and owing at the time of such termination; and (iv) the amount of the unpaid Rent that would have been earned during the balance of the term had the early termination not occurred. Nothing contained in this Lease shall limit or prejudice the right of the LESSOR to prove for and obtain in proceedings for bankruptcy or insolvency by reason of the termination of this Lease an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether or not the amount be greater, equal to, or less than the amount of the loss or damages referred to above.

(c) The LESSOR may relet, at its election, the Leased Premises or any part thereof for the account of the LESSEE, in the name of the LESSEE or the LESSOR or otherwise, without notice to the LESSEE for a term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the applicable term of this Lease) and on terms and conditions (which may include concessions or free rent) as the LESSOR in its absolute discretion may determine and the LESSOR may collect and receive any rents payable by reason of such reletting; and the LESSEE shall pay the LESSOR on demand all reasonable expenses necessary to relet the Leased Premises which shall include the cost of renovating, repairing and altering the Leased Premises for a new tenant or tenants, advertisements and brokerage fees, and the LESSEE shall also pay the LESSOR on demand any deficiency that may arise by reason of the reletting. Unless otherwise stated in this Lease, no re-entry or taking of possession of the Leased Premises by the LESSOR shall be an election on the LESSOR's part to terminate this Lease unless a notice of termination is given to the LESSEE pursuant to Subsection 14.1 (a) hereof.

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(d) The LESSOR may enter upon the Leased Premises in a peaceable manner pursuant to Section 16 of this Lease or otherwise under legal process of taking possession thereof and do whatever the LESSEE is obligated to do under the terms of this Lease, and the LESSEE shall reimburse the LESSOR on demand for any expenses which the LESSOR may incur in thus effecting compliance with the LESSEE's obligations under this Lease.

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

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

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

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

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Rent, from the LESSEE after breach or default on the LESSEE's part shall not be considered a waiver by the LESSOR of any breach or default by the LESSEE or any of the terms or provisions of this Lease.

15. LESSEE'S ENVIRONMENTAL OBLIGATIONS

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

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

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

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

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

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

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

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

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

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

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

16. ACCESS TO PREMISES

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

16.2 The LESSOR reserves the right to install, use and maintain, pipes, ducts and conduits within the walls, bearing columns, and ceilings of the Leased Premises, provided that no such pipes, ducts or conduits shall materially interfere with the LESSEE's use and occupancy of the Leased Premises. Any such work shall, to the extent possible, be done so as to minimize interference with the LESSEE, and shall only be undertaken after written notice to the LESSEE, except in emergencies, in which case, such written notice need not be given.

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

17. SURRENDER

17.1 At the expiration or other termination of this Lease, the LESSEE will surrender the Leased Premises in the same condition as that existing at the beginning of the Initial Term except for reasonable wear and tear based upon good maintenance practices, approved alterations or additions and damage by casualty as provided by Section 23 hereof.

17.2 In the event the LESSEE does not remove all of its personal equipment, improvements and property from the Leased Premises within ninety (90) days subsequent to the expiration or earlier termination of this Lease, the LESSOR, at its option, shall deem LESSEE's failure to remove such equipment, improvements to be an abandonment of such property and title shall automatically vest in the LESSOR at no cost to the LESSOR. Should LESSEE utilize all or a portion of such ninety (90) day period to remove its personal property, LESSEE shall be responsible for the payment of rent on a prorate basis for any such period. If the LESSOR elects to remove and dispose of such abandoned equipment, improvements and property, the LESSEE shall reimburse the LESSOR for the cost of removal and disposition. The LESSOR shall have no liability to the LESSEE for the LESSEE's abandoned equipment, improvements and property or the obligation to provide notice with reference to this provision.

18. ASSIGNMENT AND SUBLETTING

18.1 The LESSEE may not assign or sublet this Lease, in whole or in part, without the prior written consent of the LESSOR, which consent may be withheld in the LESSOR's sole discretion. In the event such consent is given, the LESSEE shall not be relieved from any obligation under this Lease by reason of any such assignment or subletting. However, LESSEE may assign this Lease without any prior written consent of the LESSOR to any entity controlled by, controlling or under the common control of the LESSEE or any entity which acquires all or substantially all of the LESSEE's assets by reason of a merger, acquisition or other business reorganization, subsequent to satisfactory proof of the same submitted to the LESSOR. Notwithstanding the foregoing, the LESSEE shall not be relieved from any obligation under this Lease by reason of such merger, acquisition, or other business reorganization.

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19. NOTICE

19.1 Notices from the LESSOR to the LESSEE shall be sufficient if hand delivered to the LESSEE or if sent by facsimile (with transmission confirmation) or if placed with the United States Postal Service, certified mail, postage prepaid, addressed to the LESSEE at 180 Washington Valley Road, Bedminster, New Jersey 07921, Attention Network Real Estate, or such other address as the LESSEE shall indicate in writing. Notices from the LESSEE to the LESSOR shall be sufficient if placed with the United States Postal Service, certified mail, postage prepaid, addressed to the Commissioner, Department of Public Works, 165 Capitol Avenue, State Office Building, Hartford, Connecticut 06106-1630, with a copy to Administrator, Leasing and Property Transfer, Department of Public Works, 165 Capitol Avenue, State Office Building, Hartford, Connecticut 06106-1630, or such other address as the LESSOR shall indicate in writing.

20. HOLDOVER

20.1 Any holding over by the LESSEE after the expiration or termination of this Lease shall be construed to be a tenancy at will from month-to-month, terminable upon thirty (30) days' notice from either party hereto, and the LESSEE shall pay Base Rent at the same rate as the last year of the Lease preceding such expiration or termination, and such tenancy shall otherwise be on the terms and conditions herein specified. Nothing in this Lease shall vest in the LESSEE any right to hold over.

21. SOVEREIGN IMMUNITY

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

22. AUTHORITY

22.1 The LESSEE represents and warrants to the LESSOR that:

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

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

(c) the execution, delivery and performance of this Lease by the LESSEE will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (i)

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any provision of law; (ii) any order of any court or any governmental department, commission, board, bureau, agency, office, council, institution or instrumentality; or (iii) any agreement, document or other instrument to which it is a party or by which it may be bound; and

(d) to the extent that the LESSEE has engaged the services of any person or entity in any capacity to solicit or secure this Lease, the LESSEE shall be solely responsible for the payment of any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Lease or any assignments made in accordance with the terms of this Lease. The LESSOR shall not be responsible under any circumstances for the satisfaction of such consideration.

23. CASUALTY AND CONDEMNATION

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

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

23.3 In the event a portion of the Leased Premises is taken by any exercise of the right of eminent domain, and the LESSOR, in its sole discretion, does not terminate the Lease pursuant to Section 23.1 hereof, the LESSEE, at its option, may terminate the Lease if such condemnation or taking shall affect twenty-five (25%) percent or more of the Leased Premises or a material part of the means of access to the Leased Premises by written notice to the LESSOR within thirty (30) days of receiving notice of such

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condemnation or taking, and the Lease shall terminate as of the date of the LESSEE's written notice to the LESSOR and Rent shall be apportioned as of such termination date. If neither the LESSOR nor the LESSEE exercise their options to terminate the Lease, this Lease shall be and remain unaffected by such condemnation or taking except that the Rent payable hereunder shall be abated in proportion to the percentage of the Leased Premises taken or condemned. In the event of any condemnation or taking, the LESSOR shall be entitled to receive the entire award in the condemnation proceeding or other proceeding for taking for public or quasi-public use, except that the LESSEE shall be entitled to the award, if any, for the LESSEE's leasehold interest in the condemned portion of the Leased Premises. This provision shall not be deemed to give the LESSOR any interest in or to require the LESSEE to assign to the LESSOR any award made to the LESSEE specifically for its relocation expenses or the taking of personal property and trade fixtures belonging to the LESSEE. Nothing in this Lease shall be construed as a waiver of or limitation upon the LESSOR's immunity to condemnation by inferior and/or unauthorized condemning authorities.

24. MISCELLANEOUS

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

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

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

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

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

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

24.7 The LESSOR reserves the right to sell, transfer, assign or otherwise convey, in whole or in part, the Leased Premises and any and all of its rights under this Lease; and in the event of any such sale, transfer, assignment, or other conveyance of the Leased Premises, the LESSOR shall be and hereby is entirely released of all covenants

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and obligations of the LESSOR under this Lease, and the LESSEE shall look solely to the LESSOR's successor-in-interest for performance of those obligations.

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

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

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

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

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

25. NON-DISCRIMINATION AND EXECUTIVE ORDERS

25.1 Non-Discrimination Provisions: References in this Article to "contract" shall mean this lease and references to "contractor" shall mean the LESSEE. The following section is inserted in this contract in connection with subsection (a) of Section 4a-60a of the General Statutes of Connecticut, as revised:

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

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pursuant to Section 46a-56; (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts concerning the employment practices and procedures of the contractor which relate to this provisions of this section and Section 46a-56. The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with Section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(2) The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the terms of this contract and any amendments thereto.

The following section is inserted in this contract in connection with subsection (a) of Section 4a-60 of the General Statutes of Connecticut, as revised:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital or civil union status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital or civil union status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the

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contractor agrees to comply with each provision of this section and Sections 46-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and Section 46a-56. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

For purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

Determination of the contractor's good faith efforts shall include, but shall not be limited to, the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

The contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with Section 46a-56; provided, if such a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

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The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

25.2 The Lease is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Lease as if they had been fully set forth in it. At the LESSEE's request, the LESSOR shall provide a copy of these orders to the LESSEE. The Lease may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

26. CAMPAIGN CONTRIBUTION PROVISION

26.1 STATE CONTRACTS

For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Exhibit D attached hereto.

26.2 SOLICITATIONS

With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to the State's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Exhibit D attached hereto.

[SIGNATURE PAGE FOLLOWS]

7/20/09

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

WITNESSES:

CELLCO PARTNERSHIP d/b/a
VERIZON WIRELESS

Kevin Paul
Name:

By: [Signature]
David R. Heverling
Its Area Vice President
Network - Northeast
Duly authorized

[Signature]
Name:

Date signed: 4 21 09

WITNESSES:

STATE OF CONNECTICUT

Holly J. Hart
Name: Holly J. Hart

By: Raeanne V. Curtis
Raeanne V. Curtis
Commissioner of Public Works
Duly authorized

Sylvia S. Bigbee
Name: Sylvia S. Bigbee

Date signed: 6-18-09

Approved:
STATE PROPERTIES REVIEW BOARD

[Signature]
By ~~Edwin S. Greenberg~~ Edwin S. Greenberg
Its Chairman

Date signed: 7/20/09

Approved:
ATTORNEY GENERAL

[Signature]
By
Associate Attorney General

Date signed: 8/10/09

[Signature]
7/20/09

COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF WORCESTER)

ss: Westborough

On this the 21 day of April, 2009, before me, the undersigned officer, personally appeared David R. Heverling, known to me (or satisfactorily proven) to be the Area Vice President Network – Northeast of Celco Partnership d/b/a Verizon Wireless, a Delaware general partnership, whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes and consideration therein expressed in the capacity as therein stated as his free act and deed and that of the partnership.

In Witness Whereof I hereunto set my hand.

Diane Gazzola



DIANE GAZZOLA
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
MY COMMISSION EXPIRES
NOVEMBER 13, 2009

Commissioner of the Superior Court
Notary Public
My Commission Expires:

STATE OF CONNECTICUT)

COUNTY OF HARTFORD)

ss: Hartford

On this the 18th day of June, 2009, before me, the undersigned officer, personally appeared Raeanne V. Curtis, Commissioner of the Department of Public Works, State of Connecticut, known to me to be the person described in the foregoing instrument, and acknowledged that she executed the same in the capacity as therein stated and for the purposes therein contained.

In Witness Whereof I hereunto set my hand.

Sylvia J. Bugbee

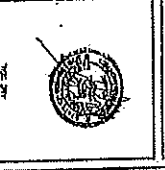
Commissioner of the Superior Court
Notary Public
My Commission Expires:
My Commission Exp. Aug. 31, 2012

7/20/09



Bell Atlantic Mobile

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ROCKY HILL, CONNECTICUT
3840-0000



CONSULTATION
SET

PROJECT NO. R010000/R04

DRAWN BY: JST, AJ

CHECKED BY:

1. R. SCHMIDT
2. J. S. BROWN

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ORAL SCHOOL ROAD
ATFORD, CT

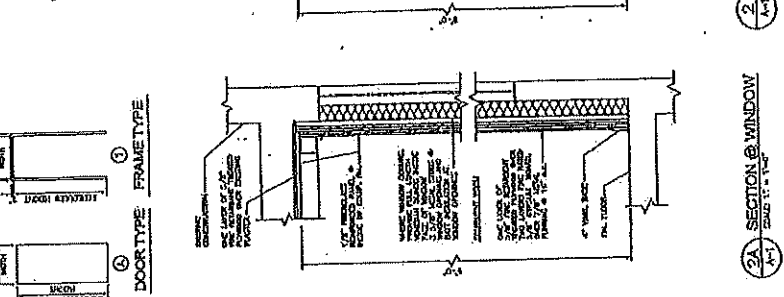
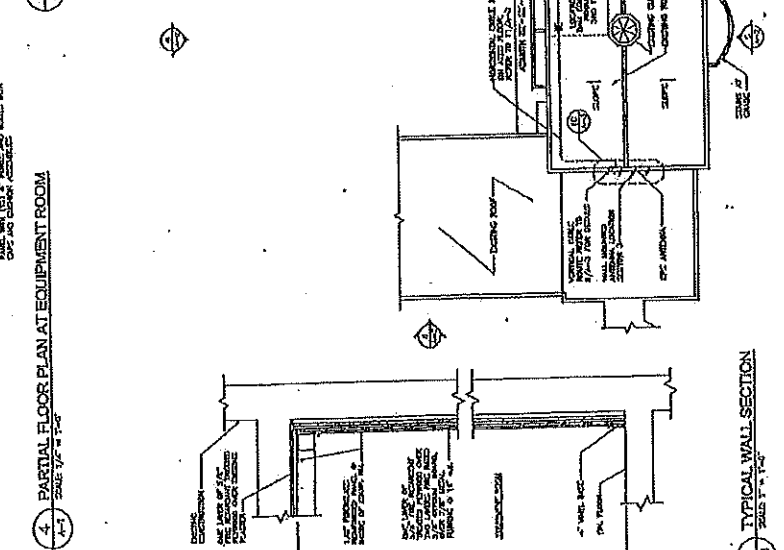
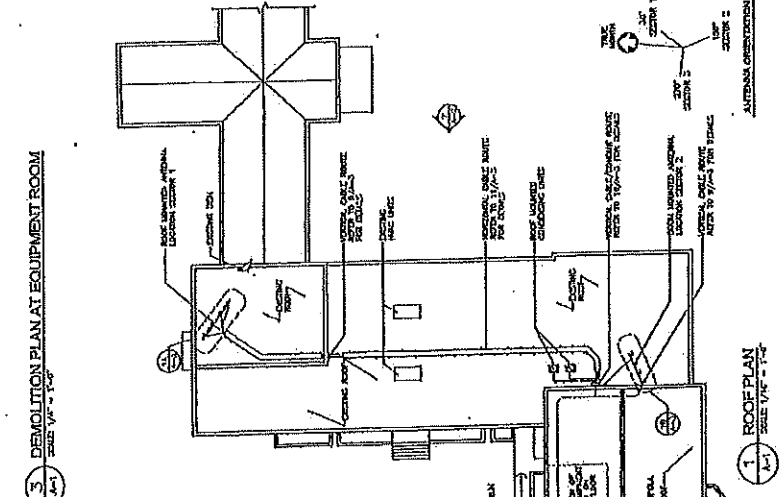
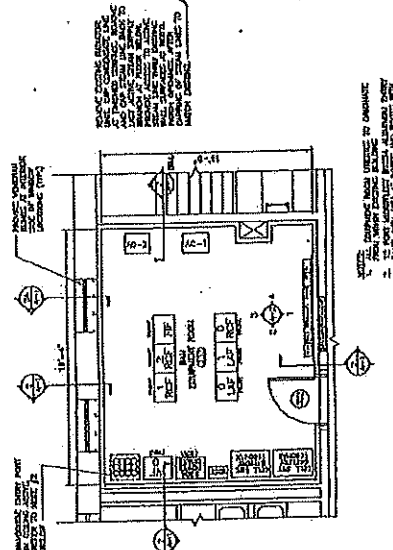
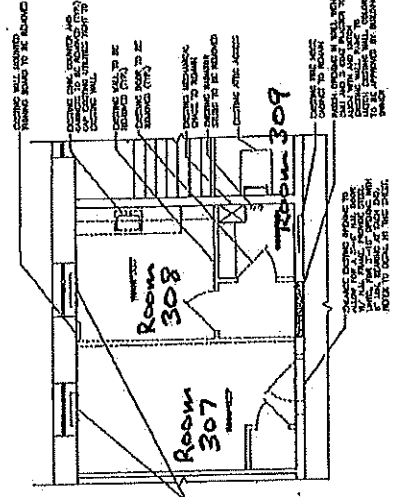
SCALE: AS NOTED

DATE: 10-18-02

DRAWING NO. OF 12

ROOF AND EQUIP.
ROOM PLANS,
SCHEDULES AND
DETAILS

A-1

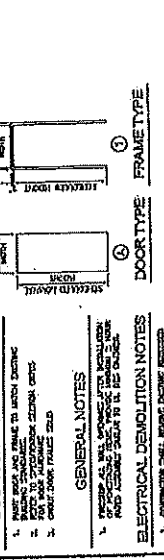


DOOR AND OPENING SCHEDULE											
NO.	SYMBOL	TYPE	FINISH	GLASS	SWELL	WALL	CEILING	ROOFING	FOUNDATION	FINISH	NOTES
1	1	1	1	1	1	1	1	1	1	1	1

ROOM FINISH SCHEDULE											
NO.	SYMBOL	FLOOR	WALL	CEILING	ROOFING	FOUNDATION	FINISH	NOTES			
1	1	1	1	1	1	1	1	1			

FINISH SCHEDULE KEY											
NO.	SYMBOL	FINISH	NOTES								
1	1	1	1								

HARDWARE											
NO.	SYMBOL	TYPE	FINISH	NOTES							
1	1	1	1	1							



DOOR SCHEDULE NOTES

1. FINISH TO MATCH SCHEDULE
2. FINISH TO MATCH SCHEDULE
3. FINISH TO MATCH SCHEDULE

GENERAL NOTES

1. FINISH TO MATCH SCHEDULE
2. FINISH TO MATCH SCHEDULE
3. FINISH TO MATCH SCHEDULE

ELECTRICAL DEMOLITION NOTES

1. FINISH TO MATCH SCHEDULE
2. FINISH TO MATCH SCHEDULE
3. FINISH TO MATCH SCHEDULE

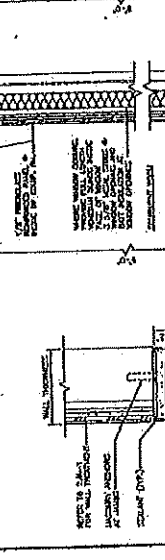


Exhibit A

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EXHIBIT B

Base Rent

Year	Annual Base Rent	Monthly Base Rent
1.	\$25,000.00	\$2,083.33
2.	\$25,750.00	\$2,145.83
3.	\$26,522.50	\$2,210.21
4.	\$27,318.18	\$2,276.51
5.	\$28,137.72	\$2,344.81
Renewal Term		
1.	\$28,981.85	\$2,415.15
2.	\$29,851.31	\$2,487.61
3.	\$30,746.85	\$2,562.24
4.	\$31,669.25	\$2,639.10
5.	\$32,619.33	\$2,718.28
Renewal Term		
1.	\$33,597.91	\$2,799.83
2.	\$34,605.85	\$2,883.82
3.	\$35,644.02	\$2,970.34
4.	\$36,713.34	\$3,059.45
5.	\$37,814.74	\$3,151.23
Renewal Term		
1.	\$38,949.19	\$3,245.77
2.	\$40,117.66	\$3,343.14
3.	\$41,321.19	\$3,443.43
4.	\$42,560.83	\$3,546.74
5.	\$43,837.65	\$3,653.14

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EXHIBIT C

Schedule of Services and Utilities for Leased Premises

	LESSOR	LESSEE	N/A
Utilities			
Electric		X	
Gas/Oil			N/A
Water/Sewer			N/A
T-Comm/Data			N/A
Security Systems applicable to Lessee's equipment		X	
Heat/Hot Water			N/A
Air Conditioning			N/A
Services			
Security Guards			N/A
Rubbish Removal			N/A
Recycling Services			N/A
Housekeeping			N/A
HVAC/Plumbing Services			N/A
Electrical/Lighting/Fire Protection System			N/A
Task Lighting			N/A
Elevator Maintenance			N/A
Snow Removal Services			N/A
General Repairs (windows, doors, etc.)			N/A
Roof Repairs			N/A
Landscaping/Lawn			N/A
Pest Control			N/A
Parking Lot Maintenance			N/A
Window Washing			N/A
Other Services			

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

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

The operating hours of the LESSEE shall be 24 hours a day seven days a week.

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EXHIBIT D

See Attached SEEC FORM 11

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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.

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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

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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

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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.

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