

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 Administrative Services, duly authorized, pursuant to the provisions of Section 4b-38 of the General Statutes of Connecticut, as revised, and _____, a _____, hereinafter called the "LESSEE," having its principal place of business at _____, Connecticut, acting herein by _____, its _____, duly authorized.

WITNESSETH:

WHEREAS, LESSOR owns (insert acres) acres of land, a building and other improvements all identified as (insert address) (the "Leased Premises"). The Leased Premises is under the custody and control of the Connecticut Department of Developmental Services ("DDS");

WHEREAS, LESSEE is a human services provider that entered into a Purchase of Service Contract # _____ ("POS Contract") with DDS for the operation, management and administration of a Community Living Arrangement to provide housing for individuals at the Leased Premises subject to the terms of the POS Contract, commencing _____ and terminating _____; and

WHEREAS, LESSEE desires to enter this Lease with LESSOR so that it may fulfill the terms of the POS Contract.

NOW THEREFORE, the parties hereto for good and valuable consideration acknowledged received hereby agree as follows:

1. PREMISES

1.1 The LESSOR agrees to and does hereby lease unto the LESSEE the Leased Premises, more particularly described in Exhibit A attached hereto and made a part hereof, 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 upon the first day of the month following the approval of this Lease by the Attorney General of the State of Connecticut as evidenced by his signature hereon (the "Commencement Date"), and shall expire on the tenth (10th) anniversary of the Commencement Date, unless earlier terminated as provided herein (the "Initial Term"). The Lease shall immediately terminate with no action required by the parties upon the effective date of any termination of the POS Contract.

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 thirty (30) 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, the Office of Policy and Management and the State Properties Review Board, the term of this Lease may be extended or renewed for a ten (10) year term, 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 one hundred eighty (180) 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 a single lump sum on the Commencement Date without offset for any reason whether relating to this Lease or any other agreement between the parties. Said amount shall be non-refundable. Checks in payment of Rent shall be made payable to the order of the Treasurer, State of Connecticut and sent to Department of Developmental Services, Office of Chief Financial Officer, 460 Capitol Avenue, 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 to provide the services set forth in the POS Contract.

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 _____, 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 The lighting or carrying of a lighted cigarette, cigar, pipe or similar device is prohibited within any buildings located on the Leased Premises pursuant to C.G.S. § 19a-342. LESSEE may provide an area and permit lighting or carrying of a lighted cigarette, cigar, pipe or similar device in any designated area beyond a minimum perimeter of fifty (50) feet of any buildings located on the Leased Premises.

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. LESSEE's obligation to maintain, repair and replace the major systems as defined on Exhibit C attached hereto, is subject to an annual cap of Seven Thousand Five Hundred Dollars (\$7,500.00) during year one of the term of this Lease. The annual cap will increase at the rate of five per cent per year for each subsequent year of the Lease (including any extension or renewal terms). In the event that the repair or cumulative repairs to major system(s) exceeds the annual cap in any given year, then the Lessor shall be responsible for the excess amount above the annual cap. 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 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 subject to the annual cap at Section 5.1 above, and Section 5.3 below, the LESSOR shall repair, replace and maintain exterior and structural portions of the Leased Premises (which includes responsibility for yard maintenance and mowing, as well as snow and ice removal) 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. The foregoing obligations of the LESSEE are not subject to the annual cap set forth in Section 5.1.

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. The foregoing obligation is not subject to the annual cap set forth in Section 5.1.

6. CONDITION OF PREMISES

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.

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

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

All 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. INSURANCE

10.1 The LESSEE shall at its sole cost and expense, maintain a policy or policies of commercial general liability insurance, including contractual liability coverage, in an amount not less than \$1,000,000.00 for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property, in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of \$2,000,000.00 for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property per policy period. Such insurance policy or policies shall name the LESSOR and LESSOR's officials, agents and employees as loss payees or additional insureds, as appropriate. 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 any and all risks described under Section 10.1 hereof. The LESSEE shall be responsible for maintaining insurance against all risk of loss to any tenant improvements or betterments and its personal property and trade fixtures. All insurance hereunder shall be written on an occurrence basis as opposed to "claims made" basis.

10.2 If a vehicle is used in LESSEE's use or operation of the Leased Premises, automobile liability coverage shall be required in an amount not less than \$1,000,000 combined single limit per accident for bodily injury. Coverage shall extend to owned, hired and non-owned automobiles. If the LESSEE does not own an automobile, but one is used in the use or operation of the Leased Premises, only hired and non-owned coverage shall be required.

10.3 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.

10.4 The insurance required hereunder shall be written with insurers licensed to do business in the State of Connecticut and which are rated A-(VIII) or better by the latest edition of Best's Rating Guide or, if not available, any generally recognized replacement therefor. Each policy of insurance required hereunder shall provide for a minimum of thirty (30) days prior notice of any cancellation or changes in coverage. Copies of insurance policies required of one party shall be provided to the other not later than the Commencement Date and thereafter not later than thirty (30) days prior to the expiration of each such policy.

10.5 The LESSEE shall be fully and solely responsible for any and all costs and expenses associated with and thus shall pay any and all coverage deductibles and/or self-insured retentions. None of the LESSEE's insurers shall have any right of subrogation or recovery against LESSOR or any of LESSOR's officials, agents or employees, all of which rights are hereby waived by LESSEE.

10.6 The liability of the LESSEE to indemnify, defend and save and hold harmless the LESSOR shall be effectively protected by insurance to the extent insurable. However, the limits of coverage of such insurance purchased by the LESSEE shall not in any way limit, reduce or restrict the LESSEE's obligation under any indemnification and save and hold harmless provisions stated 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 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 be withheld by the LESSOR in its sole discretion, 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 Administrative Services. 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 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, 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 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 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 Administrative Services). 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.

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.

(i) The determination by the Secretary of the State of the State of Connecticut that the LESSEE is no longer in legal existence under the laws of the State of Connecticut **[REPLACE IF FOREIGN ENTITY: is no longer registered to do business as a foreign _____]**.

(j) The cessation by the LESSEE of the use of the Leased Premises for the purpose hereinbefore set forth for a period of ten (10) days.

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 re-let the Leased Premises on satisfactory terms or otherwise, specifically including, but not limited to (i) all reasonable expenses necessary to re-let 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. In the event of an early termination of this Lease, the LESSOR is in no way obligated to re-let the Leased Premises.

(c) The LESSOR may re-let, 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 re-letting; and the LESSEE shall pay the LESSOR on demand all reasonable expenses necessary to re-let 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 re-letting. The LESSOR is not obligated to re-let the Leased Premises, and shall not be responsible or liable for any failure to re-let the Leased Premises or any part thereof or for any failure to collect any Rent due upon any re-letting. 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 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, or re-letting 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 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 Energy and Environmental Protection (“DEEP”) 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 DEEP 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 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.

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 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

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. 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.

19. NOTICE

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 the address shown in the introductory paragraph of this Lease, 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 Administrative Services, 450 Columbus Boulevard, Suite 1501, Hartford, Connecticut 06103, with a copy to Administrator, Leasing and Property Transfer, Department of Administrative Services, 450 Columbus Boulevard, Suite 1402, Hartford, Connecticut 06103, or such other address as the LESSOR shall indicate in writing.

20. HOLDOVER

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

Nothing in this lease 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 this lease. To the extent that this section conflicts with any other section, this section shall govern.

22. AUTHORITY

22.1 The LESSEE represents and warrants to the LESSOR that:

(a) it is a duly and validly existing _____ under the laws of the State of _____ 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 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 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 The parties deem the Lease 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 Lease 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 LESSOR

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.

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 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 PROVISIONS

For the purposes of this section, Contract means the Lease and Contractor means the LESSEE.

(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, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(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, gender identity or expression, 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 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, gender identity or expression, 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.

(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.

(g) (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.

(h) 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.

26. EXECUTIVE ORDERS

This 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. The Lease 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 Lease as if they had been fully set forth in it. At the LESSOR's request, the LESSEE shall provide a copy of these orders to the LESSOR.

27. CAMPAIGN CONTRIBUTIONS

For all State contracts, defined in Conn. Gen. Stat. §9-612(g)(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 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.

28. ADDITIONAL PROVISIONS

For the purposes of this Section, the below terms shall mean as follows:

- (i) 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.
- (ii) Contract: This Lease.
- (iii) Contractor: The LESSEE.

- (iv) Contractor Parties: A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to perform under the Contract in any capacity.
- (v) Records: All working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.
- (vi) State: The State of Connecticut, including any office, department, board, council, commission, institution or other agency or entity of the State.

a. Indemnification:

- (1)The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with claims, acts or the contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against claims includes claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance. The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (2)The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (3)The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such claims.
- (4)The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the acts giving rise to the claims and/or where the State is alleged or is found to have contributed to the acts giving rise to the claims.

- (5) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Licensor prior to the effective date of the Contract. The Contractor shall not begin performance until the delivery of the policy to the Licensor. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Licensor or the State is contributorily negligent.
- (6) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a claim against a third party.
- (7) This section shall survive the termination of the Contract and shall not be limited by reason of any insurance coverage.

b. Audit and Inspection of Plants, Places of Business and Records

- (1) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
- (2) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (3) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (4) The Contractor will pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor.
- (5) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

- (6) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- (7) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

[SIGNATURE PAGE FOLLOWS]

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

WITNESSES:

LESSEE

Name:

By:_____

Name:

Its

Duly authorized

Name:

Date signed: _____

WITNESSES:

STATE OF CONNECTICUT

Name:

By:_____

Melody A. Currey

Its Commissioner of Administrative Services

Duly authorized

Name:

Date signed: _____

STATE OF CONNECTICUT)
) ss: _____
COUNTY OF _____) City/Town

On this the ____ day of _____, 2017, before me, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the _____ of _____, a _____, 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 _____.

In Witness Whereof I hereunto set my hand.

Commissioner of the Superior Court
Notary Public
My Commission Expires:

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

On this the ____ day of _____, 2017, before me, the undersigned officer, personally appeared Melody A. Currey, Commissioner of the State of Connecticut Department of Administrative Services, 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.

Commissioner of the Superior Court
Notary Public
My Commission Expires:

Approved: DEPARTMENT OF DEVELOPMENTAL SERVICES

By: _____
Jordan A. Scheff
Its Commissioner

Date signed: _____

STATE PROPERTIES REVIEW BOARD

By: _____
Edwin S. Greenberg
Its Chairman

Date signed: _____

Approved:
OFFICE OF POLICY & MANAGEMENT

By: _____
By Susan Weisselberg
Its Deputy Secretary

Date signed: _____

Approved:
ATTORNEY GENERAL

By: _____
Joseph Rubin
Associate Attorney General

Date signed: _____

EXHIBIT A

Floor Plan or Property Description

EXHIBIT B

Base Rent

Initial Term: \$1.00 per the term.

Renewal Term: \$1.00 per the term.

EXHIBIT C

Schedule of Services and Utilities for Leased Premises

	LESSOR	LESSEE	N/A
Utilities			
Electric		X	
Gas/Oil		X	
Water/Sewer		X	
T-Comm/Data		X	
Security Systems		X	
Heat/Hot Water		X	
Air Conditioning		X	
Services			
Security Guards		X	
Rubbish Removal		X	
Recycling Services		X	
Housekeeping		X	
HVAC/Plumbing Services Maintenance		X	
Electrical/Lighting/Fire Protection System Maintenance		X	
Task Lighting		X	
Generator Maintenance		X	
Elevator Maintenance		X	
Snow Removal Services		X	
General Repairs (windows, doors, etc.)		X	
Roof Repairs		X	
Landscaping/Lawn		X	
Pest Control		X	
Parking Lot Maintenance		X	
Window Washing		X	
Other Services			
Major Systems			
Roof replacement		X	
Furnace replacement		X	
Hot water heater replacement		X	
Water/sewer/septic (subterranean) replacement		X	
Generator replacement		X	
Central air-conditioning replacement		X	
Appliance replacement		X	

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

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.

Day of Week	Operating Hours
Monday	
Tuesday	
Wednesday	
Thursday	
Friday	
Saturday	
Sunday	

EXHIBIT D

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(g)(2), as amended by P.A. 10-1, 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/seec. 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 submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

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

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

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

“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.