LEASE PURCHASE AGREEMENT

THIS LEASE PURCHASE AGREEMENT ("Lease") is entered into as of the 10th day of November, 2012, by and between **WINDHAM RT. 6 PARTNERS L.L.C.**, a Connecticut limited liability company ("LESSOR"), owner of the Premises (as hereinafter defined), with an address of 1244 Storrs Road, Storrs, Connecticut 06268, acting herein by Michael Taylor, its Managing Member, duly authorized, and the **STATE OF CONNECTICUT** ("State" or "LESSEE"), acting herein by Donald J. DeFronzo, its Commissioner of Administrative Services, or his designee, each duly authorized, pursuant to the provisions of Connecticut General Statutes §§ 4b-1 and 4b-30, as revised, which authority is contingent upon satisfying the conditions of Conn. Gen. Stat. Sections 4b-23, 4b-24 and 4b-32, as revised, concerning entering into such agreements with the advice and consent of the Secretary of the Office of Policy and Management and the State Properties Review Board of the State of Connecticut.

WITNESSETH:

In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

ARTICLE 1: PREMISES

The LESSOR hereby leases unto the LESSEE all buildings, structures, improvements, fixtures and systems thereon and appurtenances thereto situated at 81 Columbia Avenue, Windham, Connecticut (hereinafter be referred to as the "Premises"), as more particularly described in Exhibit A attached hereto and made a part hereof. LESSEE shall have exclusive use and occupancy of the Premises.

ARTICLE 2: TERM

2.01 LEASE TERM

The LESSEE is to have and to hold the Premises for a term of ten (10) years (the "Term") commencing on the date this Agreement is approved by the Office of the Attorney General, as evidenced by its signature hereon (the "Commencement Date").

2.02 TRANSFER OF TITLE

At the end of the Term, the LESSOR shall automatically convey all of its right, title and interest in the Premises to the LESSEE via a Warranty Deed (the "Deed") conveying free and clear and marketable title to the Premises, subject only to those encumbrances listed on Exhibit A attached hereto. Marketability of title shall be determined in accordance with the Standards of Title of the Connecticut Bar Association and §§ 47-33b through 47-33l of the Connecticut General Statutes,

as amended from time to time. The effect of the Deed shall be to cause the LESSEE's leasehold and fee simple interests in the Premises to merge, and the Lessor shall no longer have any right, title or interest in the Premises. All improvements, fixtures, equipment and personal property placed on or in or attached to the Premises by the LESSOR shall automatically become the LESSEE's sole property at the time of conveyance of the Premises.

2.03 CLOSING AND CLOSING DELIVERIES

The above described transfer of title shall take place at the office of the LESSEE in Hartford, Connecticut, or such other place as may be designated by the LESSEE, on the last day of the Term, or such other day as may be mutually agreed to by the LESSOR and the Lessee (the "Closing"). At the Closing, the LESSOR shall deliver the following documents, fully executed if and as appropriate, to the LESSEE in a form acceptable to the Lessee and the Lessee's title insurance company:

(a) the Deed;

(b) An owner's affidavit;

(c) Lien waivers from anyone who has performed work on the Premises on the LESSOR's behalf within the ninety (90) days prior to the Closing;

(d) Resolutions, certificates of incumbency and other documentation sufficient to evidence the LESSOR's authority to transfer the Premises;

(e) State and municipal conveyance tax returns;

(f) A bill of sale with full warranty covenants for the improvements, fixtures, equipment and personal property included in the conveyance;

(g) A currently dated affidavit certifying that LESSOR is not a "foreign person" within the meaning of the Internal Revenue Code and its regulations;

(h) Releases of all mortgages, liens and security instruments encumbering the Leased Premises;

(i) An affidavit updating the representations, warranties and covenants of the LESSOR set forth in this Lease through the date set for Closing, which certificate shall state that there has been no change in said representations and warranties and that LESSOR has performed and complied with all covenants;

(j) A closing statement;

(k) All documents required pursuant to Conn. Gen. Stat. § 22a-134 et. seq., as amended from time to time;

(l) All keys, lock combinations and security systems information relating to the Premises in the LESSOR's possession;

(m) Such other instruments or documents as may be reasonably required by the LESSEE or its title insurance company; and

(n) Such other instruments or documents as may be required by law.

2.04 ADJUSTMENTS

The LESSOR shall pay all conveyance taxes arising from the transfer of title to the Premises, if applicable. The LESSEE shall be responsible for the cost of recording the Deed.

2.05 REMOVAL OF LESSEE'S PROPERTY

The LESSEE, in its discretion and at its expense, may install personal property and fixtures in and to the Premises. All such items so installed shall be and remain the sole property of the LESSEE and shall not be deemed a part of the Premises for purposes of this Lease. The LESSEE shall have the right, but not the obligation, at any time during the Term, or, at the expiration of this Lease, to sever, remove or otherwise dispose of all alterations, additions, improvements, fixtures, equipment and any other property owned by the LESSEE and placed in, on, around or about the Premises by the LESSEE or at the LESSEE'S direction.

ARTICLE 3: NOTICE

Notices from the LESSEE to the LESSOR shall be sufficient if hand delivered to the LESSOR or if sent by nationally recognized overnight delivery service, or by certified mail, postage prepaid, addressed to the LESSOR addressed to Michael M. Taylor, 1244 Storrs Road, Storrs, Connecticut 06268, with a copy to Rappe & Bartlett, PO Box 280, Coventry, CT 06238, placed with the United States Postal Service. Notices from the LESSOR to the LESSEE shall be sufficient if sent by nationally recognized overnight delivery service or by certified mail, postage prepaid, addressed to the Commissioner, Department of Administrative Services, 165 Capitol Avenue, State Office Building, Hartford, Connecticut 06106-1630, with a copy to Administrator, Leasing and Property Transfer, 165 Capitol Avenue, State Office Building, Hartford, Connecticut 06106-1630.

ARTICLE 4: PAYMENTS

4.01 CONSIDERATION

In consideration of the Lease, LESSEE shall pay the LESSOR an aggregate amount of FIVE MILLION FIVE HUNDRED THOUSAND AND 00/100 ($5,500,000.00) DOLLARS (the "Consideration"), amortized over the Term at a fixed rate of interest of 5.5% per year (the "Interest Rate") payable in equal monthly installments of $59,689.44 by the end of each calendar month in arrears ("Rent"). The Lease is a triple net lease, which means that, unless specified otherwise elsewhere in this Agreement, the LESSEE shall pay all costs and expenses of running, occupying and operating the Premises during the Term.

4.02 COMMENCEMENT OF PAYMENTS

The LESSEE shall make its first payment of Rent in the month the Commencement Date occurs. Each payment of Rent shall be paid no later than the last calendar day of the month for which such payment is due and owing. Rent for occupancy of less than a full calendar month at the

commencement, termination or any partial interruption of this Lease shall be prorated by dividing the monthly rent by thirty (30) and multiplying the resulting quotient by the number of days of occupancy.

4.03 TAXES

The LESSEE and the LESSOR acknowledge that this Lease constitutes a long-term financing contract under the terms of Connecticut General Statutes § 4b-46, and as such, is exempt from local taxation. In the event this Lease is determined not to be a long-term financing contract under Connecticut General Statutes § 4b-46 and therefore subject to assessment of real property taxes by the Town of Windham, during the Term the LESSEE shall pay LESSOR additional rent equal to one hundred (100%) percent of real estate taxes assessed on the Premises as of the Commencement Date and thereafter. Taxes shall be adjusted on a fiscal year basis, in accordance with the customs of the Windham County Bar Association. Nothing herein shall be construed as a waiver of or limitation on the LESSEE's municipal real property tax exemption. The LESSOR may not pursue any tax appeals in the LESSEE's name. The LESSOR shall cooperate with the LESSEE in any tax appeal taken by the LESSEE.

4.04 NO PREPAYMENT

LESSEE shall not have the right to pay-off, or pre-pay, the Consideration in part, in full, or in advance, at any time.

ARTICLE 5: CONDITION AND MAINTENANCE

5.01 COMPLIANCE WITH APPLICABLE LAWS

The LESSOR shall, to the extent they are applicable, comply fully with all applicable federal, state and local statutes, regulations, codes, ordinances, rules and executive orders. Failure to comply with any of the aforementioned shall constitute a default by the LESSOR and the LESSEE may take any and all actions as are permitted by law or equity in any forum. Notwithstanding the foregoing, LESSEE acknowledges and accepts LESSEE is responsible for maintaining and repairing the Premises as of the Commencement Date, including any necessary improvements to comply with applicable federal and state statutes, regulations, codes and executive orders.

5.02 DUTY TO MAINTAIN AND REPAIR

a. During the Term, the LESSEE shall be responsible, at its sole expense, for maintenance and repair of the Premises, including those of and to structural and building systems, unless any such maintenance or repair is due to the acts or omissions of the LESSOR or its representatives, employees or contractors.

b. All guaranties and warranties obtained in connection with repair and maintenance of the Premises shall be in favor of the LESSEE.

5.03 LESSEE ALTERATIONS

During the Term, the LESSEE, at its own expense, may make alterations as it desires to the Premises; provided, any such alterations must comply with all applicable codes.

5.04 SECURITY

The LESSEE may, at its own discretion and expense, install, and subsequently remove, security enhancements to the Premises, including, but not limited to, secured access, cameras and an intrusion system. The LESSEE may at any time, without notice to the LESSOR and at the LESSEE'S expense, perform a security audit of the Premises. The LESSOR shall keep all of the LESSEE'S security arrangements and systems confidential. Further, the LESSOR shall comply with any security procedures or "post orders" as may be issued by the LESSEE.

ARTICLE 6 DEFAULT

6.01 LESSOR'S DEFAULT

If the LESSOR fails to observe or perform any provision hereof and such failure continues for thirty (30) days after LESSEE delivers written notice to the LESSOR of such failure, then the LESSOR shall be deemed to be in default of this Lease; provided, however, that in the case of any such failure that cannot reasonably be cured in said thirty (30) day period, the LESSOR shall not be deemed to be in default if it shall promptly commence a cure and thereafter prosecute such cure with diligence. In the event of a default by the LESSOR, the LESSEE shall have all rights and remedies at law and in equity available to it other than the right to terminate this Lease. In addition, in the event of a default by the LESSOR, the LESSEE may, but is in no way obligated to, pay such sums or do any act which requires the expenditure of monies which may be necessary or appropriate by reason of the failure or neglect of the LESSOR to commence and to diligently pursue any of the provisions of this Lease, and the LESSEE may deduct such sums from the next succeeding payment or payments of Rent, and such deduction shall in no way be a failure on the part of the LESSEE to pay such Rent.

6.02 LESSEE'S NONPAYMENT AND DEFAULT

In the event any installment of Rent shall be due and unpaid for fifteen (15) or more days after its due date LESSEE shall automatically be subject to a five (5) percent late charge, which shall become a part of the rent and due and payable as such; and, in addition to such late payment, or if LESSEE has failed to observe or perform a material obligation under this Lease, LESSOR shall give written notice of said nonpayment or nonperformance to the Commissioner of the Department of Administrative Services. If the LESSEE fails to remedy such nonpayment or nonperformance within thirty (30) days after LESSOR's written notice to said Commissioner, then the interest rate during such period of nonpayment shall increase to an annual rate of eight (8) percent until such nonpayment is cured, at which time the rate will revert back to the Rent prior to the nonpayment. If LESSEE should fail to perform any of its obligations under this

Lease, other than the nonpayment of Rent, and such failure cannot reasonably be cured in a thirty (30) day period, the LESSEE shall not be deemed to be in default if it shall promptly commence a cure and thereafter prosecute such cure with diligence. The LESSOR's remedy for any default of the LESSEE hereunder shall be limited to filing a claim with the Claims Commissioner of the State of Connecticut. The LESSOR shall not bring a summary process, eviction or ejectment action against the LESSEE.

ARTICLE 7: INDEMNIFICATION; DUTY TO DEFEND

7.01 INDEMNIFICATION

(a) The LESSOR 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 Lease, including the acts of commission or omission (collectively, the "Acts") of the LESSOR or LESSOR 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 Lease. The LESSOR shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The LESSOR's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of 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.

(b) The LESSOR shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all loss, damages, cost, charge, lien, debt, fine, penalty, injunctive relief, claim, demand, expense, suit, order, judgment, adjudication, liability, or injury to person, property or natural resources, including attorneys' fees and consultant fees (any of the foregoing being referred to in this Lease as an "Environmental Claim") arising out of, attributable to, which may accrue out of, or which may result from (i) a violation or alleged violation of the Environmental Laws by any person or entity or other source (other than the LESSEE, its officers, employees and agents) occurring prior to the Closing, or (ii) the disposal or alleged disposal of Hazardous Substances occurring prior to the Closing (whether intentional or unintentional, direct or indirect, foreseeable or unforeseeable) by any person or entity or other source (other than the LESSEE, its officers, employees and agents). The LESSOR shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.

(c) The LESSOR shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the LESSOR or any LESSOR Parties. The State shall give the LESSOR reasonable notice of any such Claims.

(d) The LESSOR's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Lease, without being lessened or compromised in any way, even where the LESSOR 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.

(e) The LESSOR shall carry and maintain at all times during the term of the Lease, and during the time that any provisions survive the term of the Lease, sufficient general liability insurance to satisfy its obligations under this Lease. The LESSOR shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Lease. The LESSOR shall not begin Performance until the delivery of the policy to the Agency. The Agency shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Agency or the State is contributorily negligent.

(f) This section shall survive the Termination of the Lease and shall not be limited by reason of any insurance coverage.

7.02 DUTY TO DEFEND

In case any Claim is brought against the LESSEE, its officers, agents and employees, by reason of any of the LESSOR's or LESSOR Parties' Acts, the LESSOR shall, at the LESSOR'S expense, resist and defend such Claim, or cause the same to be resisted or defended, by retained competent legal counsel acceptable to the LESSEE. The LESSOR shall cause such counsel to defend any Claim vigorously and at no cost or expense to the LESSEE, but may not hold itself out as the LESSEE'S legal counsel.

ARTICLE 8: LIMITATION ON LESSEE'S LIABILITY

8.01 FORCE MAJEURE

Neither the LESSEE nor the LESSOR shall be liable to any person for any loss, injury or damage to any person or property occasioned by Force Majeure. "Force Majeure" as used in this Lease means events that materially affect performance under this Lease and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles, failure of permanent power, inadequate permanent power, unavoidable casualties, extraordinary weather conditions, disaster, riots, acts of God, insurrection, war or any other matter beyond the control of the LESSEE or the LESSOR, as applicable.

8.02 RISK OF LOSS

a. Prior to the Commencement Date, if the Premises or any part thereof, except movable personal property of the LESSOR, should be damaged or destroyed by fire or otherwise, through no fault of the LESSEE, the LESSOR shall cause the same to be restored and rebuilt.

b. After the Commencement Date, if the Premises are completely or partially damaged,

LESSEE, at LESSEE's sole cost, shall repair or replace the Premises. LESSEE shall not be required to repair or replace the Premises to its prior condition, appearance or form. The LESSEE's obligation to pay the monthly installments of Rent shall not abate or diminish. In the event any proceeds are available from the insurance of the LESSOR, LESSEE shall be entitled to such proceeds.

ARTICLE 9: INSURANCE

a. During the Term, the LESSEE shall provide and maintain Commercial General Liability Insurance, with the LESSOR and its lender, each named as an additional insured, providing for a minimum limit of $1,000,000.00 for damages arising out of 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 damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injuries to or destruction of property during the Term.

b. During the Term, the LESSEE shall provide and maintain standard property insurance Special Form. The policies insuring the LESSEE shall include, without limitation, standard liability and property insurance coverage pertaining to any and all risks described under this Article. The insurer shall be licensed by the State of Connecticut and be rated A- or better. If the buildings, structures, improvements, fixtures and systems on said Premises shall be damaged or destroyed, in whole or in part (provided that, if in part, such damage or partial destruction shall be in excess of $1,000,000), by fire or other casualty, LESSEE shall give, or cause to be given, prompt notice thereof to LESSOR and/or its lender, if any, and if LESSEE has been provided Notice of such lender ("Lender").

All insurance proceeds from said policy required in this subsection b. shall be paid to, held and disbursed by LESSEE in accordance with the provisions of Article 8, paragraph b. for such restoration and repair subject to compliance with the following conditions; (i) no Lease Default (as defined in Article 6 paragraph 6.02 hereof) then exists (ii) LESSEE proceeds promptly after the insurance claims are settled with the restoration or repair; and (iii) the restoration or repair is performed in compliance with the Lease and all applicable laws, rules and regulations. All insurance proceeds not required to be disbursed for repair and restoration of the Premises and applicable property pursuant to the provisions of the Lease (the "Net Award") shall be paid to the LESSEE, provided that if a Lease rent Default then exists, the Net Award will be paid to LESSOR and shall be applied by LESSOR toward payment of the Lease rent, if any, that may be in arrears.

c. LESSOR shall obtain and maintain on an annual basis throughout the term of the Lease, commercial general liability insurance, with the LESSEE named as an additional insured, providing for a minimum limit of $2,000,000.00 for damages arising out of 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 damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injuries to or destruction of property.

d. Nothing in this Article may be construed as a waiver or limitation on the LESSEE's sovereign immunity or as a warranty to the LESSOR. Nothing in this Article may be construed as a waiver or limitation upon the LESSOR's indemnification or hold harmless duties under this

Lease. Moreover, the limits of coverage contained in any policy of insurance referenced in this Article shall in no way limit or waive any of the LESSOR's duties, obligations and liabilities to the LESSEE.

e. The LESSOR shall fully cooperate with the Insurance Board and the LESSEE'S insurer, as well as the insurer's agents, consultants and legal counsel, at no cost to the LESSEE. The LESSOR shall promptly provide all information requested by the LESSEE's insurer and execute any and all consents, applications, and other documents required by the LESSEE's insurer in order to enable the LESSEE to purchase each of the policies of insurance described or referenced herein. The LESSOR shall permit the LESSEE's insurer to bring suit in the LESSOR's name.

ARTICLE 10: CONDEMNATION

10.01 CONDEMNATION OF PREMISES

If any portion of the Premises is taken under the power of eminent domain, this Lease shall remain in full force and effect. No abatement or reduction in the Consideration or Rent shall occur.

10.02 AWARDS

a. In any eminent domain proceeding affecting the Premises, LESSEE shall have the right to appear in the proceeding and to defend against the eminent domain action and LESSOR shall appear in cooperation and under the direction of the LESSEE. LESSOR and LESSEE shall share proportionately to their interests the costs of undertaking such proceeding, including legal costs.

b. Any taking award shall be delivered to the LESSEE and LESSOR, in proportion to their interests.

10.03 IMMUNITY

Nothing in this Lease shall be construed as a waiver of or limitation upon the LESSEE's immunity to condemnation by inferior and/or unauthorized condemning authorities.

ARTICLE 11: SUBORDINATION

The LESSOR may mortgage its interest in the Premises during the Term; however, any such mortgage shall be subordinate to this Lease and shall be paid in full prior to or simultaneously with the expiration of the Term. The LESSOR shall include in any mortgage or other security instrument a provision requiring the secured party to provide the LESSEE with written notice of any default by the LESSOR, and a reasonable opportunity to cure such default on behalf of the LESSOR. In addition, the LESSOR shall give the LESSEE timely written notice of any potential defaults by the LESSOR under any mortgage or security instrument.

ARTICLE 12: ENTIRE AGREEMENT

This Lease, including any exhibits, schedules, plans, drawings, specifications, affidavits, maps, booklets or parts thereof attached or referenced herein, contains the entire agreement of the parties and all prior negotiations, agreements and understandings are merged herein. Neither the LESSOR'S nor the LESSEE'S representatives have made any representations or warranties with

respect to the Premises or this Lease, intending to be bound thereby, except as expressly set forth herein, and no rights, easements or licenses are or shall be acquired by the LESSEE by implication or otherwise unless expressly set forth herein.

ARTICLE 13: STATE APPROVALS

This Lease, and any amendments or modifications thereto, whatever the circumstances, shall not be binding on the LESSEE or LESSOR unless and until approved by the Office of Policy and Management, the State Properties Review Board and the Attorney General of the State of Connecticut, the same being evidenced by their respective signatures on the appropriate documents.

ARTICLE 14: ASSIGNMENT

LESSOR shall not assign this Lease without the prior written consent of the LESSEE. Any assignment without the prior written consent of the LESSEE shall be deemed to be void *ab initio* and shall not bind the LESSEE. Any assignment of this Lease shall be in writing and shall at a minimum:

1. Comply with the requirements for assignments in the State of Connecticut, Office of the State Comptroller State Accounting Manual;
2. Include the names and addresses of the assignor and assignee;
3. Require the assignee specifically recognize LESSEE's leasehold interest and right to purchase the Premises in accordance with the terms of this Lease;
4. Require assignee to assume the Lease without modification or amendment;
5. Require assignee to assume any all obligations of the Lessor under this Lease; and
6. Require assignee to provide LESSEE any and all written affidavits and certificates as may be applicable to parties with leases and real property contracts with the State of Connecticut

ARTICLE 15: REPRESENTATIONS AND WARRANTIES

15.01 REPRESENTATIONS AND WARRANTIES

The LESSOR represents, covenants and warrants to the LESSEE as follows, and acknowledges that the LESSEE is relying on each of the following statements in entering into this Lease.

a. The LESSOR is a duly and validly existing limited liability company under the laws of the State of Connecticut and authorized to conduct its business in the State of Connecticut in the manner contemplated by this Lease; the person executing this Lease on behalf of the LESSOR is duly authorized to execute this Lease on behalf of the LESSOR; and that the LESSOR 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. The LESSOR has good and marketable fee simple title to the Premises. The LESSOR shall defend the title to the Premises and shall reimburse and hold the LESSEE harmless from all damage and expenses which the LESSEE may suffer by reason of any restriction, encumbrance or defect in such marketable title.

c. The Premises have fee simple access to a public road or highway.

d. The LESSOR shall comply with all applicable State, Federal and local laws, ordinances, rules and regulations in satisfying its obligations to the LESSEE under and pursuant to this Lease.

e. The execution, delivery and performance of this Lease by the LESSOR 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 indenture, agreement, document or other instrument to which it is a party or by which it may be bound.

f. To the extent that the LESSOR has engaged the services of any person or entity in any capacity to solicit or secure this Lease, the LESSOR 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 LESSEE shall not be responsible under any circumstances for the satisfaction of such consideration.

g. The LESSOR shall permit the LESSEE to occupy, possess and peacefully enjoy the Premises without hindrance or molestation from the LESSOR or any other party or person claiming by, from or under the LESSOR.

h. No written notice or written communication has been received by the LESSOR from any public authority that (i) the Premises cannot be developed or redeveloped, or (ii) there exists with respect to the Premises a condition which violates any State, Federal or local law, ordinance, regulation or rule, except as noted herein.

i. The Lessor has received no written notice of taking, condemnation or assessment, actual or proposed, with respect to any part of the Premises.

j. During the Term and through the Closing, the LESSOR shall not sell, transfer, Lease, encumber, convey or mortgage the Premises, or any part thereof, or modify any existing mortgage without the prior written consent of the LESSEE, and any such action without the prior written consent of the LESSEE shall be void *ab initio* and shall not bind the LESEE.

k. All terms and conditions of all rights of way, covenants and easements applicable to the Premises have been met, and shall continue to be met by the LESSOR during the Term and through the Closing.

l. There are no attachments, executions, assignments for the benefit of creditors, receiverships, conservatorships or voluntary or involuntary proceedings in bankruptcy or pursuant to any other debtor relief laws contemplated or filed by the LESSOR or pending against the LESSOR or the Premises.

m. The LESSOR will promptly notify the LESSEE in writing of the levy (or threatened levy) of any special governmental assessment or similar occurrence affecting the Premises.

15.02 EFFECT OF REPRESENTATIONS AND WARRANTIES

Except as otherwise provided herein, the representations and warranties contained in this Article and elsewhere in this Lease, refer to the date of the LESSOR's execution of the Lease. The

representations, warranties and covenants set forth in this Article and elsewhere in this Lease shall survive the Closing. The LESSOR shall promptly notify the LESSEE in writing of any change in facts arising during the Term or prior to the Closing which would make any representation or warranty contained in this Lease untrue if such state of facts had existed on the date of the LESSOR's execution of this Lease. Unless the LESSEE waives such changed facts (whether or not informed thereof by the LESSOR) or the LESSOR rectifies the same to the LESSEE's satisfaction, the LESSEE shall have available to it all applicable remedies provided for in Section 6 hereof.

ARTICLE 16: ENVIRONMENTAL CONDITION

16.01 DEFINITIONS

a. As used in this Lease, "Environmental Laws" shall mean any Federal, State or local statute, law, ordinance, code, rule, regulation, order, or decree regulating or relating to the protection of human health or the environment, or imposing liability or standards of conduct concerning any hazardous, toxic or waste, substance, element, compound, mixture or material, as now or at any time hereafter in effect including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. Sec. 9601 et seq., the Superfund Amendments and Reauthorization Act, 42 U.S.C. Secs. 9601 et seq., the Federal Oil Pollution Act of 1990, §§ 2701, et seq., the Federal Toxic Substance Control Act, 15 U.S.C. §§ 6901 et seq., the Federal Hazardous Material Transportation Act, 49 U.S.C. §§ 1801 et seq., the Federal Clean Air Act, 42 U.S.C. § 7401 et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the River and Harbors Act of 1899, 33 U.S.C. §§ 401 et seq., and all rules and regulations of the Environmental Protection Agency, or any other state or federal department, board, or agency, or any other agency or governmental board or entity having jurisdiction over environmental or health and safety matters, as such have been amended.

b. As used in this Lease, "Environmental Conditions" means circumstances with respect to soil, surface waters, groundwaters, stream sediment, air and similar environmental media, both on-site and off-site of the Premises that could require remedial action and/or that may result in claims and/or demands by and/or liabilities to third parties, including but not limited to, governmental entities.

c. As used in this Lease, "Hazardous Substances" shall mean (i) asbestos or materials containing asbestos, (ii) polychlorinated biphenyls, (iii) radioactive substances, (iv) carcinogens, (v) oil and petroleum products, (vi) fungus (any type of form of fungi, including mold or mildew, and myotoxins, spores, scents or by-products produced or released by fungi) and (vii) pollutants, wastes, substances, materials, toxins or contaminants identified, defined, regulated or controlled by the Environmental Laws.

d. As used in this Lease, "Environmental Reports" shall mean any reports or investigations provided by professional and appropriately licensed consultants or contractors obtained by the LESSEE or LESSOR regarding Environmental Conditions on the Premises..

e. As used in this Lease, "Site Remediation Measures" shall mean the efforts of the LESSOR, or its contractors, subcontractors, or agents, which are made, designed, initiated, or maintained to ensure the Environmental Conditions on the Premises comply with the

Connecticut Remediation Standard Regulations, Regs. Conn. State Agencies §§ 22a-133k-1 et. seq., and may include, without limitation, investigation, site monitoring, containment, clean-up, transport, removal, disposal, restoration, environmental land use restrictions and other remedial efforts of any kind.

16.02 ENVIRONMENTAL REPRESENTATIONS

The LESSOR represents, covenants and warrants to the LESSEE, and acknowledges that the LESSEE is relying on each of the following statements in entering into this Lease.

a. The LESSOR has provided or will provide the LESSEE with copies of any and all reports concerning Environmental Conditions that the LESSOR, or the LESSOR's employee, attorney or agent, has in its possession or control, including the Environmental Reports.

b. The LESSOR conducted a thorough and reasonable investigation to determine the environmental condition of the Premises and has made a full and complete disclosure of any and all Environmental Conditions at, on or under the Premises to the LESSEE, which full and complete disclosure is set forth or otherwise referenced in the Environmental Reports. The LESSOR agrees that its failure to make investigation and verification of such data shall, in no way, be cause for future claim of ignorance of such data or condition.

c. Neither the LESSOR nor the Premises is in violation of or subject to any existing, pending or threatened investigation, inquiry or action by any governmental authority pertaining to any Environmental Law. During the Term, the LESSOR shall not take any action or inaction that would cause the Premises to be in violation of or do anything which would subject the Premises to any remedial obligations under any Environmental Law and shall promptly notify the LESSEE in writing of any existing, pending or threatened investigation, inquiry or action by any governmental authority in connection with any Environmental Law. In addition, the LESSOR shall provide the LESSEE with copies of any and all written communications with any governmental authority in connection with any Environmental Law, concurrently with the LESSOR's receiving or giving of the same.

d. In the event the LESSEE makes a claim against any policy of insurance or reinsurance related to the Premises, or against any third party, or against the Connecticut Underground Storage Tank Fund, or similar fund, the LESSOR agrees to cooperate reasonably with the LESSEE in making such application.

e. The LESSOR is solely responsible for resolving any future issues resulting from the failure to disclose to the LESSEE or to discover any Environmental Condition present prior to the Closing that may be subject to legal requirements for corrective action under the Environmental Laws and shall assume any costs and expenses that may result therefrom, including, but not limited to, remediating and removing, in accordance with all applicable Environmental Laws, any Environmental Conditions.

f. In the event the LESSEE is required by any governmental authority, to investigate or remediate any Environmental Condition at, on or under the Premises, the LESSOR shall cooperate with the LESSEE with respect to such matters including, but not limited to, production

of shipping manifests and related documents, past inventory information, provision of materials related to site history, and internal reports related to the site.

g. The LESSOR shall not enter into any settlement, consent, decree or other agreement, written or oral, between the LESSOR and any governmental authority, which allocates or apportions responsibility or which otherwise affects the liability of or grants immunity to the LESSOR for any noncompliance with any Environmental Law or otherwise relates to any remediation or removal of any Environmental Condition located at, on or under the Premises without the express written consent of the LESSEE, which consent shall not be unreasonably withheld.

16.03 LESSOR'S OBLIGATIONS

a. The parties agree to comply with the requirements of Connecticut Transfer Act, C.G.S. § 22a-134 *et seq.* (the "Transfer Act"), to the extent applicable. LESSOR hereby represents that, to the best of its knowledge, the Premises are not an "establishment" as defined in the Transfer Act. In the event, during the Term, the Premises are deemed to meet or could reasonably be deemed to meet the definition of "establishment" under the Transfer Act, LESSOR and LESSEE shall cooperate in the preparation and filing of the appropriate forms under the Transfer Act. LESSOR shall sign as the certifying party.

b. Prior to the Commencement Date, the LESSOR shall register with DEEP all underground storage tanks presently or previously located on the Premises, to the extent required by law, at its sole cost and expense. The LESSOR shall assign any and all warranties relating to any such underground storage tanks to the LESSEE.

c. During the Term, the LESSOR shall be responsible for all liabilities, duties and responsibilities imposed by or arising from any Environmental Law or Environmental Condition, and shall perform its obligations in a manner and to standards established under the Environmental Laws. Notwithstanding the foregoing, the LESSOR shall not be responsible for any Environmental Conditions arising during the Term that are solely the result of the actions or omissions of the LESSEE, its officers, employees or agents.

d. LESSOR shall, prior to the Commencement Date of this Lease and as a condition precedent to the Commencement Date of this Lease, procure and deliver to the LESSEE a certification by a professional engineer licensed in Connecticut stating either that the Premises are free of asbestos containing materials ("ACM") or that any existing ACMs are encapsulated in compliance with applicable State and Federal laws and regulations, including, but not limited to, those of the Occupational Safety and Health Act ("OSHA"), DEEP and any relevant EPA regulations, guidelines and procedures. The LESSOR shall only use a professional engineer unless deemed acceptable by the LESSEE, such approval to be evidenced in writing by LESSEE. If the LESSOR fails to deliver this certification within ninety (90) days of the date this Lease is approved by the Office of the Attorney General, such approval being evidenced by its signature on this Lease, then this Lease and all discussions and negotiations concerning this Lease shall be of no force or effect and shall be treated as if they had never existed or taken place

and no liability of any kind or for any purpose shall attach to the LESSEE concerning this Lease, the Premises or any negotiations relating thereto.

16.04 LESSEE'S OBLIGATIONS

In the event it is necessary to place an environmental land use restriction on the Premises to comply with the Connecticut Remediation Standards Regulations, the LESSEE shall deliver a subordination of its interest in the Premises in recordable form; provided, however, that such subordination must first be approved by the State Properties Review Board and the Attorney General of the State of Connecticut.

ARTICLE 17: FINANCIAL INTEREST

The LESSOR shall execute and deliver to the LESSEE a Statement of Financial Interest in substantially the form attached hereto as Exhibit B, which execution and delivery shall be a condition precedent to the LESSEE'S execution of the Lease. Any false statement contained in said affidavit shall constitute a breach of this Lease and shall constitute grounds for the LESSEE to terminate the Lease at any time by giving written notice of same to the LESSOR without prejudice to any other remedies the LESSEE may have.

ARTICLE 18: MISCELLANEOUS PROVISIONS

18.01 CONNECTICUT LAW

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.

18.02 UNENFORCEABILITY AND AMBIGUITIES OF LEASE PROVISIONS

If for any reason the terms of this Lease or any substantive provision thereof, shall be found to violate public policy or be ambiguous, unenforceable or illegal, this Lease shall be amended to conform to the applicable decision, and the LESSOR and the LESSEE shall execute any amendments necessary to effectuate the goals and purposes of this Lease as soon as possible.

18.03 CONFIDENTIAL INFORMATION

The LESSOR understands that the LESSEE may store and/or maintain confidential data and/or information, including, but not limited to information designated as confidential by State law and/or court order. The LESSOR shall do and perform all things and acts that are necessary or appropriate to maintain and not breach such confidentiality. Further, the LESSOR shall, at no cost to the LESSEE, fully cooperate with the LESSEE and take all appropriate steps to prevent the LESSOR Parties from discovering or disseminating any such confidential data and/or information. If LESSOR fails in its obligations under this Section, then LESSOR shall be responsible for any claims, liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, that may arise therefrom, directly or indirectly, in connection with the breach of this Section.

18.04 SOVEREIGN IMMUNITY

The parties acknowledge and agree that nothing in the 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 the Lease. To the extent that this section conflicts with any other section, this section shall govern except as provided in Section 6.02 herein.

18.05 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. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the LESSOR's request, LESSEE shall provide a copy of these orders to the LESSOR.

18.06 PAROL AGREEMENTS

The LESSEE shall not be responsible for any payments or reimbursements under this Lease except those expressly provided herein. The LESSEE shall not have any obligations and duties under this Lease except those expressly provided herein,

18.07 RECORDATION

The LESSEE and LESSOR shall join in the execution of a notice or memorandum of this Lease in such form as the LESSEE shall prepare for the purpose of recordation pursuant to General Statutes Section 47-19.

18.08 DEFINITION OF "DAYS"

The word "day" shall mean a calendar day, unless otherwise specifically noted. Whenever "day" is otherwise defined to be a business day, business days shall be all calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed

18.09 HEADINGS

The headings given to the paragraphs in this Lease are inserted only for convenience and are in no way to be construed as part of this Lease or as a limitation of the scope of the particular paragraph to which the heading refers.

18.10 LESSEE'S RIGHTS TO SUBLEASE OR ASSIGN

The LESSEE may utilize the Premises for any governmental or quasi-governmental purpose and sublet all or any part of the Premises or assign this Lease to another governmental or quasi-governmental entity at any time. The LESSOR and the LESSEE shall not be relieved from the terms, conditions and obligations under this Lease by reason of any such subletting or assignment.

ARTICLE 19: NONDISCRIMINATION PROVISIONS

(a) For purposes of this Section, the following terms are defined as follows:

i. "Commission" means the Commission on Human Rights and Opportunities;
ii. "Contract" and "contract" include any extension or modification of the Lease or lease;
iii. "Contractor" and "contractor" include any successors or assigns of the LESSOR;
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, mental retardation, 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, mental retardation, 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.

ARTICLE 20: STATE CONTRACTS

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 Lease 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 C.

ARTICLE 21: AUDIT AND INSPECTION OF PLANTS, PLACES OF BUSINESS AND RECORDS

(a) 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 LESSOR's and LESSOR Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Lease.

(b) The LESSOR shall maintain, and shall require each of the LESSOR Parties to maintain, accurate and complete Records. The LESSOR shall make all of its and the LESSOR Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.

(c) The State shall make all requests for any audit or inspection in writing and shall provide the LESSOR 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.

(d) All audits and inspections shall be at the State's expense.

(e) The LESSOR shall keep and preserve or cause to be kept and preserved all of its and LESSOR 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 LESSOR shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

(f) The LESSOR 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 LESSOR shall cooperate with an exit conference.

(g) The LESSOR shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any LESSOR Party.

ARTICLE 22: DEFINITIONS

The following definitions are applicable to Articles 7 and 21:

(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) LESSOR Party(ies): A LESSOR'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 LESSOR is in privity of oral or written contract and the LESSOR intends for such other person or entity to perform under the Lease in any capacity.

(iii) Records: All working papers and such other information and materials as may have been accumulated by the LESSOR in performing the Lease, 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.

IN WITNESS WHEREOF, the parties hereto set their hands and seals as of the day and year first above written.

Signed in the presence of:

David C. Rappe

Bertha E. Rappe

LESSOR: WINDHAM RT. 6 PARTNERS LLC

BY

Michael M. Taylor
Its Manager
Duly Authorized

Signed in the presence of:

David C. Rappe

Bertha E. Rappe

LESSOR: WINDHAM RT. 6 PARTNERS LLC

BY

Ilze K. Taylor
Its Manager
Duly Authorized

Signed in the presence of:

Erin O'Brien Choquette

SANDRA GUERRA

LESSEE: DEPARTMENT OF ADMINISTRATIVE SERVICES

BY

Donald J. DeFronzo 11/16/12
Its Commissioner
Duly Authorized

STATE OF CONNECTICUT)
(SS: COVENTRY November 10, 2012
COUNTY OF TOLLAND)

On this the 10th day of November, 2012, before me, David C. Rappe, the undersigned officer, personally appeared **MICHAEL M. TAYLOR and ILZE K. TAYLOR**, who acknowledged themselves to be the Managers of Windham RT. 6 Partners L.L.C., and as such Managers, executed the foregoing as their free act and deed and the free act and deed of said limited liability company.

In Witness Whereof I hereunto set my hand.

David C. Rappe
Commissioner of the Superior Court

STATE OF CONNECTICUT)
(SS: Hartford
COUNTY OF HARTFORD)

On this the 16th day of November, 2012, before me, the undersigned officer, personally appeared **DONALD J. DeFRONZO**, Commissioner of the Department of Administrative Services of the State of Connecticut and as such Commissioner, executed the foregoing as his free act and deed.

In Witness Whereof I hereunto set my hand.

Commissioner of the Superior Court
~~Notary Public~~
~~My Commission Expires~~:

ACCEPTED:
JUDICIAL DEPARTMENT

Date: 11/16/2012

By: _____
Barbara Quinn, Chief Court Administrator
Its

APPROVED:
OFFICE OF POLICY AND MANAGEMENT

Date: 12-12-12

By: _____
Benjamin Barnes
Its Secretary

APPROVED:
STATE PROPERTIES REVIEW BOARD

Date: 12-17-12

By: _____
Edwin Greenberg
Its Chairman

APPROVED:
OFFICE OF THE ATTORNEY GENERAL:

Date: 12/19/12

By: _____
Joseph Rubin
Associate Attorney General

EXHIBIT A

PROPERTY DESCRIPTION PREMISES

A certain piece or parcel of land situated in the Town of Windham, County of Windham and State of Connecticut shown on a certain map or plan entitled, "Plan Prepared For WINDHAM ROUTE 32 ASSOCIATES JUVENILE MATTERS BUILDING 81-101 Columbia Avenue Willimantic, CT. BOUNDARY SURVEY Scale: 1"=40' Date 9/22/99 File No: 96119 Sheet 3 of 4 HOLMES & HENRY associates LLC Consulting Engineers Land Surveyors Land Planners 2179 Boston Tpke Coventry, CT. 06238 (860) 742-0340" which map or plan is on file in the Town of Windham to which reference may be made. Said map or plan is more particularly described as follows:

Beginning at a point in the southeast corner of the within described parcel, which point is marked by an iron pipe, the line runs N 83° 15' 17" W, a distance of 118.38 feet to a point; thence the line runs N 84° 41' 17" W, a distance of 209.28 feet to a point; thence the line runs N 84° 41' 17" W, a distance of 79.88 feet to a point (the last three courses being along Columbia Avenue also known as CT. Route 66); thence the line runs N 04° 23' 37" E, a distance of 34.27 feet to a point; thence the line runs N 50° 38' 49" E, a distance of 196.25 feet along land now or formerly of Windham Rt 32 Associates LLC to a point; thence the line runs N 50° 38' 49" E, a distance of 29 feet to a point; thence the line runs N 42° 09' 33" W, a distance of 13.00 feet to a point; thence the line runs N 42° 09' 33" W, a distance of 92.36 feet to a point; thence the line runs N 50° 36' 43" E, a distance of 174.90 feet to a point (the last three courses being along land now or formerly of Robert and Alice Coutu); thence the line runs S 44° 53' 58" E, a distance of 105.59 feet; thence the line runs N 50° 33' 58" E, a distance of 8.90 feet (the last two courses being along land now or formerly of Windham Rt 32 Associates); thence the line runs S 50° 10' 57" E, a distance of 112.00 feet; thence the line runs N 49° 31' 08" E, a distance of 200.03 (the last two courses being along land now or formerly of Royden Smith Jr.); thence S 50° 13' 36" E, a distance of 32.65 feet along West Main Street also known as Route 32; thence the line runs S 47° 25' 50" W, a distance of 124.91 to a point; thence the line runs S 45° 11' 10" E, a distance of 65.00 feet to a point; thence the line runs S 48° 25' 51" W, a distance of 95.75 feet to a point; thence the line runs S 40° 56' 22" E, a distance of 24.30 feet to a point (the last four courses being along land now or formerly of RHC Associates); thence the line runs S 25° 51' 44" W, a distance of 180.78 feet to the point and place of beginning.

Said parcel is conveyed together with a non exclusive right of way to pass and repass, by foot and vehicle, over the area designated as the "Access Easement For Lease Area = 7,309 Sq. Ft. 0.16 AC".

Said premises appear to be subject to the following restrictions and encumbrances: 1) Easement in favor of the Town of Windham for Water Lines, Sanitary Sewer Lines and Storm Sewer Lines as set forth in Volume 211, Page 559 of the Windham Land Records. 2) Rights of Owners of abutting properties to pass & repass over a right of way extending southwesterly from the southwest line of Connecticut Route 32, also known as West Main Street, as further described in Volume 149, Page 476, Volume 137, Page 465 & Volume 157, Page 283 of the Windham Land Records. 3) Encroachment by overhead wires, Bit. pavement and fence as shown on said map.

EXHIBIT B

STATEMENT OF FINANCIAL INTEREST

I/We, the undersigned, being duly sworn, depose and say that the names and addresses of all persons, partnerships, limited partnerships, corporations or other entities having a financial interest in the property or premises at 81 Columbia Avenue, Windham, Connecticut including the beneficiary of any undisclosed trust or the equitable owner of such property or premises, are listed below. Corporations shall also list the names and addresses of their officers, directors and stockholders, except that this requirement shall not apply to publicly held corporations. The president of a publicly held corporation shall submit an affidavit stating that the corporation is a publicly held corporation. A partnership shall also list the names and addresses of all partners in the partnership. A limited partnership shall also list the names and addresses of all general partners and limited partners in the limited partnership.

Names, Addresses and Phone Numbers (attach additional sheet if necessary):

1. Michael M. Taylor; 12 Stone Mill Rd, Storrs, CT 06268
2. Ilze K. Taylor; 12 Stone Mill Rd, Storrs, CT 06268
3. Alex K. Taylor; 12 Stone Mill Rd, Storrs, CT 06268
4. Arri K. Taylor; 168 Second Ave, PMB #320, New York, NY 10003
5. Mika K. Taylor; 505 Summit St EXT, Willimantic, CT 06226

If, before the approval of the instant lease by the State Properties Review Board, there is a change in the information provided in this Statement of Financial Interest, we acknowledge that an Affidavit shall be submitted to the Commissioner of the Department of Administrative Services within seven (7) days indicating the change as required pursuant to Connecticut General Statutes § 4b-33.

By _____ Date Nov. 10, 2012
Michael M. Taylor

By _____ Date Nov 10, 2012
Ilze K. Taylor

Subscribed and sworn to before me David C Rappe this day of 10th Nov 2012 at Coventry, Ct.

_____
Commissioner of the Superior Court
Notary Public
My commission expires

EXHIBIT C

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.

CERTIFICATE

I Michael M. Taylor, Manager (title) of Windham Rt. 6 Partners, L.L.C., an entity lawfully organized and existing under the laws of Connecticut, do hereby certify that the following are true and correct copies of resolutions adopted on the 10th day of November, 2012 by the governing body of Windham Rt. 6 Partners, L.L.C., in accordance with all of its documents of governance and management and the laws of Connecticut and further certify that such resolutions have not been modified, rescinded or revoked, and are at present in full force and effect.

RESOLVED: That Michael Taylor, Manager of the Company, is empowered and authorized on behalf of the Company to execute and deliver contracts, agreements, amendments, and any and all other documents, affidavits and certificates in connection with that certain Lease Purchase Agreement between the Company and the State of Connecticut for real property at 81 Columbia Avenue, Windham, Connecticut, as may be required by the laws and regulations of the State of Connecticut and its governmental agencies having jurisdiction over the proposed transaction under the laws of the State of Connecticut, including, but not limited to, the Department of Administrative Services, State Properties Review Board, the office of Policy and Management and the Attorney General.

IN WITNESS WHEREOF, the undersigned has executed this certificate this 10th day of November, 2012.

Name: Michael M. Taylor
Title: Manager

ARTICLES OF ORGANIZATION

Limited Liability Company

Office of the Secretary of the State

30 Trinity Street / P.O. Box 150470 / Hartford, CT 06115-0470 / REV 1-9-98

Space for office use only

1. NAME OF THE LIMITED LIABILITY COMPANY:

Windham Rt. 6 Partners L.L.C.

2. NATURE OF BUSINESS TO BE TRANSACTED OR THE PURPOSES TO BE PROMOTED OR CARRIED OUT:

To purchase, construct, own, develop and manage, rent, lease and sell real and personal property. To engage in any lawful act or activity for which limited liability companies may be formed under the Connecticut Limited Liability Company Act.

3. PRINCIPAL OFFICE ADDRESS:

12 Stone Mill Road, Storrs/Mansfield, CT

4. APPOINTMENT OF STATUTORY AGENT FOR SERVICE OF PROCESS:

Name of agent:	Business address:
Michael M. Taylor	12 Stone Mill Road, P.O. Box 476, Storrs, CT 06268
	Residence address:
	12 Stone Mill Road, Storrs, CT 06268

Acceptance of appointment

Signature of agent

5. MANAGEMENT:

(Place a check mark next to the following statement *only* if it applies)

X The management of the limited liability company shall be vested in one or more managers.

6. EXECUTION

Michael M. Taylor	
Print or type name of organizer	Signature

SECRETARY OF THE STATE
30 TRINITY STREET
P.O. BOX 150470
HARTFORD, CT 06115-0470

JUNE 25,1999

DAVID C. RAPPE, ESQ.
2181 BOSTON TPKE
P.O. BOX 280
COVENTRY, CT 06238

RE: Acceptance of Business Filing

This letter is to confirm the acceptance of the following business filing:

Business Name:
WINDHAM RT. 6 PARTNERS L.L.C.

Work Order Number: 1999092738-001
Business Filing Number: 0001991921
Type of Request: ARTICLES OF ORGANIZATION
File Date/Time: JUN 24 1999 08:30 AM
Effective Date/Time:
Work Order Payment Received: 60.00
Payment Received: 60.00
Account Balance: .00
Customer Id: 517577
Business Id: 0624251

If applicable for this type of request, a summary of the business information now on our records for this business is enclosed.

If you would like copies of this filing you must complete a Request for Corporate Copies and submit it with the appropriate fee.

DIANE SAULNIER
Commercial Recording Division
860-509-6003

BUSINESS FILING REPORT

WORK ORDER NUMBER:1999092738-001
BUSINESS FILING NUMBER: 0001991921

BUSINESS NAME:

WINDHAM RT. 6 PARTNERS L.L.C.

BUSINESS LOCATION:

12 STONE MILL RD
STORRS/MANSFIELD,CT 06268

** END OF REPORT **

OPERATING AGREEMENT

WINDHAM RT. 6 PARTNERS L.L.C.

ARTICLE I
DEFINITIONS

The following terms used in this Operating Agreement shall have the following meanings (unless otherwise expressly provided herein);

(a) "Articles of Organization" shall mean the Articles of Organization of **Windham Rt. 6 Partners L.L.C.**, as filed with the Secretary of the State of Connecticut, as the same may be amended from time to time. A copy of the Articles of Organization are attached hereto as Exhibit A;

(b) "Capital Account" as of any given date shall mean the Capital Contribution to the Company by a Member as adjusted up to the date in question pursuant to Article VII;

(c) "Capital Contribution" shall mean any agreed contribution to the capital of the Company in cash, property or services by a Member, whenever made. "Initial Capital Contribution" shall mean the initial contribution to the capital of the Company pursuant to this Operating Agreement as set forth on Exhibit B attached hereto;

(d) "Company Interest" shall mean with respect to each Member, such Member's interest in the profits and losses of the Company as set forth on Exhibit B attached hereto;

(e) "Code" shall mean the Internal Revenue Code of 1986 or corresponding provisions of subsequent superseding federal revenue laws;

(f) "Connecticut Act" shall mean the Connecticut Limited Liability Company Act (P.A. 93--267);

(g) "Company" shall refer to **Windham Rt. 6 Partners L.L.C.**;

(h) "Deficit Capital Account" shall mean, with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the taxable year;

(i) "Distributable Cash" means all cash, revenues and funds received by the Company from Company operations, less the sum of the following to the extent paid or set aside by the Company: (i) all principal and interest payments on indebtedness of the Company and all other sums paid to lenders; (ii) all cash expenditures incurred incident to the normal operation of the Company's business; (iii) such Reserves as the Managers deem reasonably necessary to the proper operation of the Company's business;

(j) "Economic Interest" shall mean a Member's Economic Interest in the Company's Net Profits, Net Losses and Distributions of the Company's assets pursuant to this Operating Agreement and the Connecticut Act, but shall not include any right to participate in the management or affairs of the Company, including the right to vote on, consent to or otherwise participate in any decision of the Members or Managers;

ARTICLE V
RIGHTS AND DUTIES OF MANAGERS

Section 5.1 - Management. The business and affairs of the Company shall be managed by its Managers. The Managers shall direct, manage and control the business of the Company to the best of their ability. Except for situations in which the approval of the members is expressly required by this Operating Agreement or by nonwaivable provisions of applicable law, the Managers shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business. At any time when there is more than one Manager, any one Manager may exercise all of the powers delegated to the Managers herein and may take any action permitted to be taken by the Managers, unless the approval of more than one of the Managers is expressly required pursuant to this Operating Agreement.

Section 5.2 - Number, Identity, Tenure and Qualifications. The Company shall initially have **two** Managers.

The initial Managers shall be:

Michael M. Taylor and Ilze K. Taylor

The number of Managers of the Company shall be fixed from time to time by the affirmative vote or written consent of Members holding at least two-thirds of all Company Interests, but in no instance shall there be fewer than two Managers. Each Manager shall hold office until his successor shall have been elected and qualified or such earlier time as he may resign or be removed as provided herein. Managers shall be elected by the affirmative vote or written consent of Members holding at least a Majority Interest. A Manager need not be a Member.

Section 5.3 - Certain Powers of Managers. Without limiting the generality of Section 5.1, the Managers shall have power and authority on behalf of the Company:

(a) To acquire property from any Person as the Managers may determine;

(b) To borrow money for the Company from banks, other lending institutions, the Managers, Members, or affiliates of the Managers or Members on such terms as the Managers deem appropriate, and in connection therewith, to mortgage, hypothecate, encumber and grant security interests in the assets of the Company to secure repayment of the borrowed sums;

(c) To purchase liability and other insurance to protect the Company's property and business;

IN WITNESS WHEREOF, the undersigned members have hereunto set their hands or caused this instrument to be executed as of the seventh day of July, 1999.

WINDHAM RT. 6 PARTNERS L.L.C.

By _____
Michael M. Taylor, Manager

By _____
Ilze K. Taylor, Manager

SCHEDULE A

A certain piece or parcel of land situated in the Town of Windham, County of Windham and State of Connecticut shown on a certain map or plan entitled, "Plan Prepared For WINDHAM ROUTE 32 ASSOCIATES JUVENILE MATTERS BUILDING 81-101 Columbia Avenue Willimantic, CT. BOUNDARY SURVEY Scale: 1"=40' Date 9/22/99 File No: 96119 Sheet 3 of 4 HOLMES & HENRY associates LLC Consulting Engineers Land Surveyors Land Planners 2179 Boston Tpke Coventry, CT. 06238 (860) 742-0340" which map or plan is on file in the Town of Windham to which reference may be made. Said map or plan is more particularly described as follows:

Beginning at a point in the southeast corner of the within described parcel, which point is marked by an iron pipe, the line runs N 83° 15' 17" W, a distance of 118.38 feet to a point; thence the line runs N 84° 41' 17" W, a distance of 209.28 feet to a point; thence the line runs N 84° 41' 17" W, a distance of 79.88 feet to a point (the last three courses being along Columbia Avenue also known as CT. Route 66); thence the line runs N 04° 23' 37" E, a distance of 34.27 feet to a point; thence the line runs N 50° 38' 49" E, a distance of 196.25 feet along land now or formerly of Windham Rt 32 Associates LLC to a point; thence the line runs N 50° 38' 49" E, a distance of 29 feet to a point; thence the line runs N 42° 09' 33" W, a distance of 13.00 feet to a point; thence the line runs N 42° 09' 33" W, a distance of 92.36 feet to a point; thence the line runs N 50° 36' 43" E, a distance of 174.90 feet to a point (the last three courses being along land now or formerly of Robert and Alice Coutu); thence the line runs S 44° 53' 58" E, a distance of 105.59 feet; thence the line runs N 50° 33' 58" E, a distance of 8.90 feet (the last two courses being along land now or formerly of Windham Rt 32 Associates); thence the line runs S 50° 10' 57" E, a distance of 112.00 feet; thence the line runs N 49° 31' 08" E, a distance of 200.03 (the last two courses being along land now or formerly of Royden Smith Jr.); thence S 50° 13' 36" E, a distance of 32.65 feet along West Main Street also known as Route 32; thence the line runs S 47° 25' 50" W, a distance of 124.91 to a point; thence the line runs S 45° 11' 10" E, a distance of 65.00 feet to a point; thence the line runs S 48° 25' 51" W, a distance of 95.75 feet to a point; thence the line runs S 40° 56' 22" E, a distance of 24.30 feet to a point (the last four courses being along land now or formerly of RHC Associates); thence the line runs S 25° 51' 44" W, a distance of 180.78 feet to the point and place of beginning.

Said parcel is conveyed together with a non exclusive right of way to pass and repass, by foot and vehicle, over the area designated as the "Access Easement For Lease Area = 7,309 Sq. Ft. 0.16 AC".

Said premises appear to be subject to the following restrictions and encumbrances: 1) Any and all provisions of any ordinance, municipal regulation, public or private law. 2) Any facts which an accurate survey or personal inspection of the premises would disclose. 3) Taxes due the Town of Windham on the List of October 1, 1998. 4) Easement in favor of the Town of Windham for Water Lines, Sanitary Sewer Lines and Storm Sewer Lines as set forth in Volume 211, Page 559 of the Windham Land Records. 5) Rights of Owners of abutting properties to pass & repass over a right of way extending southwesterly from the southwest line of Connecticut Route 32, also known as West Main Street, as further described in Volume 149, Page 476, Volume 137, Page 465 & Volume 157, Page 283 of the Windham Land Records. 6) Encroachment by overhead wires, Bit. pavement and fence as shown on said map.