

THIRD AMENDMENT TO LEASE

THIS THIRD AMENDMENT TO LEASE (the "Third Amendment") is made and entered into by and between 4702 Second Avenue Corp., acting herein by Abraham Jeremias, its President, duly authorized, 101 53rd Street Company, LLC, acting herein by Abraham Jeremias, its President, duly authorized, and the STATE OF CONNECTICUT (the "LESSEE"), acting by Melody A. Currey, Commissioner of Department of Administrative Services, duly authorized, pursuant to the provisions of subsection (a) of Section 4b-30 of the General Statutes of Connecticut, as revised.

WITNESSETH:

WHEREAS, the Empire Development Group, LLC, a Connecticut limited liability company, and the LESSEE entered into a certain Lease (the "Original Lease"), effective April 1, 2002, for lease of 28,172 net usable square feet of space on the fourth and fifth floors of the building (the "Existing Space") situated at One Grove Street in the City of New Britain, County of Hartford and State of Connecticut; and

WHEREAS, the Empire Development Group, LLC and the LESSEE entered into a First Amendment to Lease, effective January 10, 2008 (the "First Amendment"), to lease an additional 13,310 net usable square feet of space in the east end of the sixth floor (the "Expansion Space") (the Expansion Space and Existing Space hereinafter referred to as the "Demised Premises"); and

WHEREAS, Empire Development Group, LLC transferred the real property known as One Grove Street, New Britain, Connecticut, to 4702 Second Avenue Corp. and 101 53rd Street Company, LLC (collectively, "LESSOR"); and

WHEREAS, LESSOR and the LESSEE entered into a Second Amendment to Lease (the "Second Amendment" and with the First Amendment and the Original Lease, the "Lease"), effective June 20, 2011, to provide LESSEE additional parking; and

WHEREAS, the current term of the Lease shall expire on October 24, 2016.

WHEREAS, LESSEE and LESSOR desire to amend the Lease to reflect current market conditions and to reassign parking arrangements.

NOW THEREFORE, the parties hereto agree as follows:

1. LESSEE hereby extends the current term of the Lease by a period of ten years. The current term of the Lease, as modified by this Third Amendment, will expire on October 24, 2026 ("Expiration Date"). Beginning October 25, 2016 through the Expiration Date, the LESSEE shall pay LESSOR fixed base rent of Seven Hundred Twenty-Five Thousand Nine Hundred Thirty-Five and 00/100 Dollars (\$725,935.00), per year, payable in equal monthly installments of Sixty Thousand Four Hundred Ninety-Four and 58/100 Dollars (\$60,494.58) in arrears at the end of each calendar month.

2. The first paragraph of Section 1 of the Lease is hereby deleted in its entirety and replaced with the following:

At no additional cost to LESSEE, LESSOR shall provide the following: (a) one hundred thirty (130) unassigned, paved, striped and enclosed parking spaces in the garage and open lot situated at 60 High Street, New Britain, CT, (b) fifty (50) unassigned, paved and striped parking spaces in the 1 Grove Street, New Britain lot, and (c) seventy-five (75) unassigned, paved and striped parking spaces in the 1 Grove Street, New Britain garage and five (5) unassigned, paved and striped parking spaces in the parking corral for guards as shown in Exhibit A.

3. At LESSOR's sole expense, within ninety (90) days of October 25, 2016, the carpets will be professionally deep cleaned and the Demised Premises will be repainted as deemed necessary by DCF. LESSOR will also install sixty (60) Venstar Budderfly thermostats throughout the Demised Premises.

4. Within ninety (90) days of October 25, 2021, LESSOR will replace carpet tiles in high traffic areas and paint the Demised Premises as deemed necessary by LESSEE. A professional deep clean will be done on the areas of carpet that are not replaced. If LESSEE waives its right to carpet replacement and painting, LESSOR will provide a rent credit of Three Hundred Sixty-Two Thousand Nine Hundred Sixty-Seven and 48/100 Dollars (\$362,967.48) to be taken in the final six (6) months of the ten (10) year lease term. If LESSEE opts to forgo replacement of the carpeting only, LESSEE shall be entitled to a rent credit equal to Three Hundred Seventeen Thousand Six Hundred and 61/100 Dollars (\$317,600.61) to be taken during final six (6) months of the ten (10) year lease term. If LESSEE opts to forgo new paint only, LESSEE shall be entitled to a rent credit equal to One Hundred Five Thousand Eight Hundred Sixty-Six and 87/100 Dollars (\$105,866.87) to be taken during final six (6) months of the ten (10) year lease term.

5. Section 37 of the Lease is hereby deleted in its entirety and replaced with the following:

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

set forth in it. At the Lessor's request, the Lessee shall provide a copy of these orders to the Lessor.

6. Section 20 of the original lease, Exhibit D of the First Amendment and Section 6 of the Second Amendment are hereby replaced with the below Non-Discrimination Provisions:

NONDISCRIMINATION PROVISIONS

For the purposes of these nondiscrimination provisions, "Contract" refers to this Agreement and "Contractor" refers to the Licensee.

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

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

municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, 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.

7. Whistleblower. The Lease, as amended, may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the LESSOR takes or threatens to take any personnel action against any employee of the Lessor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the LESSOR shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this lease. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Lessor.

8. The parties acknowledge and agree that nothing in the Lease, as amended, shall be construed as a modification, compromise or waiver by the State of Connecticut 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, as amended. To the extent that this section conflicts with any other section, this section shall govern.

9. The parties deem the Agreement to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The 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.

10. 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, the 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.

11. All other terms and conditions of the Lease remain in full force and effect unless except and unless expressly modified or amended herein.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, the parties hereto have caused this THIRD AMENDMENT TO LEASE to be executed as set forth below.

Signed in the presence of:

LESSOR:


Name: Joanna Kasica

4702 Second Ave Corp

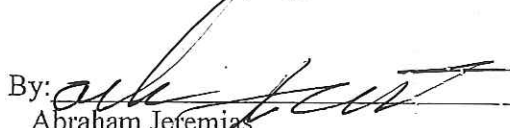
By: 
Abraham Jeremias
Its President
Duly Authorized

Date signed: 3/21/16


Name: Kyle Meccariello

101 53rd Street Company, LLC


Name: Joanna Kasica

By: 
Abraham Jeremias
Its Sole Owner
Duly Authorized

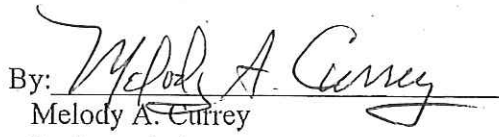
Date signed: 3/21/16


Name: Kyle Meccariello

LESSEE:

STATE OF CONNECTICUT


Name: Joshua Scollins

By: 
Melody A. Currey
Its Commissioner
Department of Administrative Services
Duly Authorized

Date signed: 6/30/16

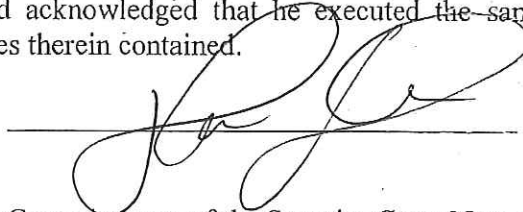

Name: David J. Arrieta

STATE OF CONNECTICUT)

) ss.

COUNTY OF HARTFORD)

On this the 21 day of March, 2016, before me, the undersigned officer, personally appeared Abraham Jeremias, President of 4702 Second Ave Corp., known to me to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity as therein stated and for the purposes therein contained.



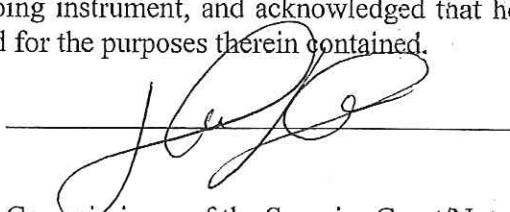
Commissioner of the Superior Court/Notary Public
My Commission Expires: 4/30/18

STATE OF CONNECTICUT)

) ss.

COUNTY OF HARTFORD)

On this the 21 day of March, 2016, before me, the undersigned officer, personally appeared Abraham Jeremias, President/Sole Owner of 101 53rd Street Company, LLC, known to me to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity as therein stated and for the purposes therein contained.



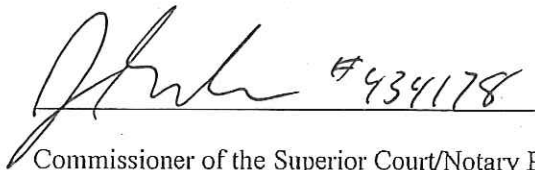
Commissioner of the Superior Court/Notary Public
My Commission Expires: 4/30/18

STATE OF CONNECTICUT)

) ss. Hartford


COUNTY OF HARTFORD)

On this the 30 day of June, 2016, before me, the undersigned officer, personally appeared Melody A. Currey, Commissioner of the Department of Administrative Services of Connecticut, known to me to be the person described in the foregoing instrument, and acknowledged that she executed the same in the capacity as therein stated and for the purposes therein contained.




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


Accepted:
Department of Children and Families:

By: 
Joette Katz
Its Commissioner
Date signed: 3/30/16

Approved in Conformance With Conn. Gen. Stat.
Sections 4b-23(o)(2), As Revised,
OFFICE OF POLICY AND MANAGEMENT

By: 
Susan Weisselberg
Its Deputy Secretary
Date signed: 9-20-16

Approved:
STATE PROPERTIES REVIEW BOARD

By: 
Edwin S. Greenberg
Its Chairman
Date signed: 10/17/16

Approved:
ATTORNEY GENERAL

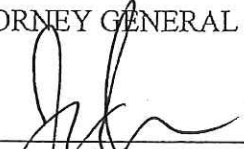
By: 
Joseph Rubin
Its Associate Attorney General
Date signed: 10/28/16

Exhibit A

One Grove Street New Britain, Connecticut

