

US GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE

JUL 2 0 2011

LEASE NO. LCT04747

Building No. CT3331

THIS LEASE, made and entered into this date by and between **157 Church, LLC**

whose address is **c/o Chase Enterprises  
225 Asylum Street, 29<sup>th</sup> Floor  
Hartford, CT 06103-1538**

and whose interest in the property hereinafter described is that of owner

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

- 1. LESSOR HEREBY LEASES TO THE GOVERNMENT AND THE GOVERNMENT HEREBY LEASES FROM THE LESSOR THE FOLLOWING DESCRIBED PREMISES:** An area of 58,601 Rentable Square Feet (RSF), with a Common Area Factor of 13.00%, yielding 51,859 ANSI/BOMA Office Area (occasionally herein referred to as "Usable") Square Feet located on the 23<sup>rd</sup>, 24<sup>th</sup>, and 25<sup>th</sup> floor at the Connecticut Financial Center, 157 Church Street, New Haven, Connecticut 06510-2100, (hereinafter the "Building"), identified on the plans entitled "23<sup>rd</sup> Floor Plan", "24<sup>th</sup> Floor Plan", and "25<sup>th</sup> Floor Plan" attached hereto as Exhibit "A" along with 17 structured parking spaces. The space identified on Exhibit A is hereinafter referred to as the "Premises" or the "Leased Premises", which are leased to the Government together with any and all appurtenances, rights, privileges and easements now or hereafter benefiting, belonging or appertaining thereto, including without limitation use of all common areas and facilities, and rights of ingress and egress to the Building, the Leased Premises and all common areas and appurtenances, to be used for general Government purposes as determined by the General Services Administration.
- 2. TERM:** TO HAVE AND TO HOLD the said Premises with their appurtenances for a term of ten (10) years (five [5] years firm), commencing on the next business day, excluding Saturdays, Sundays and Federal Holidays, following the Delivery of the Leased Premises in full compliance with the terms and conditions of Paragraphs 6 & 7 hereof (the "Commencement Date"), and ending ten (10) years thereafter, unless further extended or terminated sooner as provided herein or as may be allowed at law or in equity (the "Lease Term"). Upon actual determination of the Commencement Date, and consequently the Lease Term, the Lessor and the Government shall confirm in writing the Commencement Date and the Termination Date of the Lease and the Government's acceptance of the Leased Premises by execution and delivery of a Supplemental Lease Agreement.
- 3. TERMINATION RIGHT:** THE GOVERNMENT MAY TERMINATE this Lease in whole at any time on or after the last day of the fifth (5th) year by giving at least one hundred twenty (120) days' prior notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said one hundred twenty (120) day period shall be computed commencing with the day after Lessor's receipt of the notice.
- 4. THE GOVERNMENT SHALL PAY** to the Lessor, commencing on the Commencement Date and payable via Electronic Funds Transfer, rent as follows:  
Years One through Five: Annual Rent in the amount of \$2,684,268.00 payable in the amount of \$223,689.00 per month in arrears, plus CPI escalations after the first year, if applicable;  
Years Six through Ten: Annual Rent of \$2,389,748.80 payable in the amount of \$199,145.73 per month in arrears, plus CPI escalations, if applicable, to:  
157 Church, LLC  
c/o Chase Enterprises  
225 Asylum Street, 29<sup>th</sup> Floor  
Hartford, CT 06103-1538

Rent for a period of less than one month shall be prorated on a per diem basis.

5. COMMISSION AND COMMISSION CREDIT: The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of the lease. The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forgo [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease. The total amount due the Broker is [REDACTED] payable upon lease execution, [REDACTED] payable upon lease commencement).

Notwithstanding Paragraph 4 of the Lease, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First month's Rental Payment of \$223,689.00 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment \$223,689.00 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

Third Month's Rental Payment \$223,689.00 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent.

6. THE LESSOR SHALL FURNISH TO THE GOVERNMENT, for the stated rental consideration specified in Paragraph 4 above and at no further cost or expense to the Government, the following:
- (a) The Leased Premises, and all appurtenances, rights and privileges as described in Paragraph 1 hereof;
  - (b) All requirements including, but not limited to, all services, utilities, compliance activities and efforts, alterations, improvements, build-out (except for lump sum reimbursable items, if any), and maintenance, repair and replacement requirements, all as specified in or contemplated by Solicitation for Offers 9CT2053, dated February 28, 2011, (hereinafter, the "SFO"), which is attached hereto and by this reference made a part hereof;
  - (c) All services, including, without limitation, construction drawings and specifications (to be paid out of the tenant improvement allowance), engineering and architectural services (to be paid out of the tenant improvement allowance), and all permitting and approval requirements as are necessary to effect the construction and delivery of the Leased Premises in accordance with the requirements described herein; and
  - (d) All construction in accordance with the SFO, including, without limitation, all provisions of the Architectural Finish Section of the SFO and Government Layout Drawings, Finish and Door Schedules, to be incorporated herein by reference upon completion;
  - (e) All provisions and specifications of the Lessor's initial proposal dated May 7, 2010, and revised proposal dated April 15, 2011 as submitted in response to the SFO and the Government's request for revised proposals;
  - (f) All services, including, without limitation, construction drawings and specifications, engineering and architectural services, and all permitting and approval requirements as are necessary to effect the construction and delivery of the Leased Premises in accordance with the requirements described herein; and
  - (g) All rights, reservations of rights, privileges and the like as specified in, described by, or contemplated by this Lease.

7. IN REFERENCE TO BUILDOUT AND DELIVERY of the Leased Premises, the Lessor agrees to the following:

(a) In no event shall the Leased Premises be deemed to be ready for occupancy unless the same shall comply fully with all provisions of this Lease, including, but not limited to, the substantial completion of all improvements, requirements and construction in accordance with the specifications contained in this Lease, the SFO and the Government Layout Drawings and Finish Schedules, as referenced above and all documents referenced in the SFO and this Lease.

(b) The phrase "substantial completion" (or "substantially complete") shall mean that all work necessary to deliver the Leased Premises in accordance with each and every requirement and specification of this Lease, and all other appurtenant things necessary for the Government's access to the Leased Premises and the full occupancy, possession, use and enjoyment thereof, shall have been completed or obtained, including, without limitation, all required reviews, approvals, consents and permits including a certificate of occupancy for the Leased Premises allowing occupancy for each of the uses described in and by this Lease, excepting only such minor matters as do not interfere with or diminish such access, occupancy, possession, use or enjoyment. In no event will the Leased Premises be deemed "substantially complete" or ready for occupancy unless the security system for the Leased Premises is fully operational, as determined by the Tenant Agency and Contracting Officer.

(c) The Lessor hereby agrees that, as regards delivery of the Leased Premises to the Government ready for occupancy (hereinafter, "Delivery"):

(i) Time is of the essence.

(ii) Lessor shall complete the Tenant Improvements within one-hundred fifty (150) working days after receipt of a building permit (hereinafter the "Delivery Date").

(iii) Except with regard to such "Punch List" items as may be identified in the Acceptance Notice as defined in Paragraph 7 (c)(v) hereof, it is a condition precedent to Delivery that all construction required under this Lease shall be substantially complete and comply with the requirements of FAR 52.246.12 and 21 and GSAR 552.246-71 (hereinafter, the "Regulations"), and all drawings, plans and specifications referenced in the SFO and this Lease that the Leased Premises otherwise fully comply with the requirements of this Lease.

(iv) As required under the Regulations, not less than fifteen (15) calendar days prior to the date on which the Leased Premises will, in the Lessor's reasonable, professional opinion, be ready for occupancy by the Government (the "Proposed Readiness Date"), the Lessor shall deliver to the Government written notice of said Proposed Readiness Date. Unless the Contracting Officer determines that the Leased Premises are not ready for inspection, not more than ten (10) calendar days following the Proposed Readiness Date, the Government shall commence inspection of all construction required under this Lease for compliance with the Regulations, the plans and all terms and conditions of this Lease (hereinafter, the "Compliance Inspection").

(v) It is a further condition precedent to Delivery hereunder that a satisfactory Compliance Inspection shall have been completed by the Government, and the Contracting Officer shall have delivered to the Lessor, written notice of the Government's acceptance of the Leased Premises as ready for occupancy (an "Acceptance Notice"), together with a Punch List or lists as contemplated in Paragraph 7(d) below, if applicable.

(vi) Lessor's failure to deliver the Leased Premises substantially complete and ready for occupancy, as defined in this Paragraph 7, and in Paragraph 8 on the Delivery Date, shall be deemed to be an event of default pursuant to the Default in Delivery clause of this Lease, Paragraph 11 of GSA Form 3517, General Clauses of this Lease (the "General" Clauses"), attached hereto and by this reference made a part hereof.

(vii) Government acceptance of the Leased Premises pursuant to the Compliance Inspection is an acknowledgment of the completion of the work inspected, but is not acceptance of conditions which cannot be fairly discovered until after the Government takes full operational occupancy, an acceptance of latent defects, a waiver of on-going compliance with performance-based specifications, standards and requirements, or a certification of compliance with laws, regulations or other approvals or requirements. Lessor shall remain fully responsible for all of these, and shall correct any conditions at its sole cost and expense upon written notice from the Government.

(viii) Government review of Lessor-prepared and submitted construction drawings and subsequent comments on same does not constitute a deviation from any provision, condition or requirement of this Lease unless specifically identified as such in writing by the Contracting Officer.

(d) If the Government accepts the Leased Premises as ready for occupancy and the Leased Premises are substantially complete but not fully complete, then the Government will provide to the Lessor after the Compliance Inspection a Punch List of items remaining to be completed (the "Punch List Items"). Lessor and the Government agree that in the event that the Punch List Items have not been completed within 60 days after receipt of the Punch List, and provided that the Lessor is not making reasonable efforts to complete said Punch

List items, the Government shall have the right to withhold from payments of rent due a sum of money equal to one and one-half times the estimated cost of completion of the outstanding Punch List Items. Upon completion of the Punch List Items, any sums retained by the Government shall be promptly paid to the Lessor. If Punch List Items are not fully completed within 60 days after receipt of the Punch List, the Government may exercise its rights under Paragraph 15 of the General Clauses of the Lease and may avail itself of any other remedy available to the Government at law or in equity;

(e) Lessor shall promptly notify the Government Contracting Officer of any inconsistency among or between any of the documents referenced herein, and the Contracting Officer shall promptly determine which shall control.

8. PHASED OCCUPANCY: Pursuant to General Clause 12, the Government has elected to occupy the leased premises incrementally. As such, the Government will first occupy the 25<sup>th</sup> floor of the building, measuring approximately 19,191 rental square feet (Phase 1 Space). The Government will continue to occupy all of the space located on the 11<sup>th</sup>, 17<sup>th</sup>, 23<sup>rd</sup> and 24<sup>th</sup> floors of the building under the existing (Lease No. GS-01B-04196) for such premises until construction of the Phase 1 Space is completed. Promptly after the Government accepts as substantially complete the Phase 1 Space, Government shall relocate its staff currently occupying space on the 11<sup>th</sup> and 17<sup>th</sup> floors of the building as well as certain staff occupying space on the 23<sup>rd</sup> and 24<sup>th</sup> floors of the building to the Phase 1 Space and make available to Lessor such space as is necessary on the 23<sup>rd</sup> and 24<sup>th</sup> floors of the building as are necessary to complete work to be performed by Lessor on Government's behalf in accordance with the final approved plans for such areas (the "Phase 2 Space"). The rent will commence for the Phase 1 Space upon the Government's acceptance of the Phase 1 Space as substantially complete. The rent will commence for the Phase 2 Space upon the Government's acceptance of the Phase 2 Space as substantially complete. The Lease commencement date shall be the later of November 20, 2011 or the date upon which the Government occupies and accepts the Phase 2 Space as substantially complete and the term of the Lease shall continue for 10 consecutive calendar years thereafter. The commencement date outlined herein shall be more particularly set forth in the Supplemental Lease Agreement.
9. LUMP SUM REIMBURSABLE ITEMS: With regard to the work required to be performed by the Lessor hereunder, the Lessor shall provide, install, and maintain any items identified as "Lump Sum Reimbursable Items" for the sums agreed upon. Provided that the Lessor shall have completed and delivered to the Government by the Delivery Date all such items of work and materials in full compliance with the requirements of this Lease, and further provided that the Lessor shall have provided to the Government an invoice for all work performed pursuant to this paragraph in accordance with all requirements of this Lease, the Government shall pay to the Lessor, as provided in Paragraphs 23, 24, and 25 of the General Clauses, full consideration for the completed work required with regard to such Lump Sum Reimbursable Items.
10. TENANT IMPROVEMENT ALLOWANCE: Referencing Paragraph 3.2 of the SFO, Lessor has included in the rental rate a Tenant Improvement (TI) Allowance in the amount of \$1,211,426.20 (\$23.36 x 51,859 USF), amortized over five (5) years at the rate of 8.00 %. The Government may return to the Lessor any unused portion of the TI Allowance in exchange for a decrease in rent or a rent credit according to the amortization rate and the Lessor and the Government shall confirm said rental adjustment, if any, in writing by execution of a Supplemental Lease Agreement.
11. THE GOVERNMENT SHALL HAVE THE RIGHT but not the obligation, at its sole option and expense, to remove at any time during the term of this Lease any special equipment installed by the Government or by the Lessor for which Lessor was directly reimbursed by the Government as referenced above, unless such item is a fixture integral to the operation of the Building; in no event shall the following be considered fixtures integral to the operation of the Building: roof antenna(e) and/or dishes, [REDACTED]. Upon vacating the premises the Government shall remove all personal property from the Leased Premises.
12. CHANGE OF OWNERSHIP: If during the term of this Lease, including extensions, title to this property is transferred to another party by sale, foreclosure, condemnation, or other transaction, the Lessor (transferor) shall promptly notify the Contracting Officer of said transfer. The following information shall accompany notification:
  - (a). Certified copy of the deed transferring title to the property from the lessor to the new owner;

- (b). Letter from the new owner assuming, approving, and agreeing to be bound by the terms of this Lease;
- (c). Letter from the Lessor waiving all rights under this Lease against the Government up to the effective date of transfer;
- (d). New owner's full legal name. If ownership is held in a Corporation, indicate State of incorporation; if a Partnership, list all partners; if a Limited Partnership or Limited Liability Corporation/Company, list all general partners or members and identify under which State the partnership or LLC was created; if a Trust, give names of all trustees and recording date of Trust.
- (e). New owner shall submit a completed GSA Form 3518, Representations and Certifications.
- (f). New owner shall submit a completed ACH Vendor Enrollment Form.

All foregoing information must be received by the fifteenth day of the month in which the transfer of title will be effected. The rent for that month, adjusted in accordance with the effective date of transfer, will be processed to the transferor, and the initial rental payment to the transferee, will be processed on the first day of the second month following the transfer of title.

If the notification of transfer and related information is not received until the sixteenth day of the month or later in which the transfer of title will be effected, the full contract rental for that month will be forwarded to the transferor. In this instance, it will be the responsibility of both the transferor and the transferee to submit in conjunction with other requested information, a letter of agreement regarding disposition of the monthly rent with respect to the effective date of transfer. In any instance, failure to submit documentation required for a transfer of title will result in a stop payment of rent until such time all documentation is received by the Contracting Officer

13. THE GOVERNMENT AT ITS OWN EXPENSE shall be responsible for providing and installing telecommunications, computer cable, conventional furniture, systems furniture and certain other special equipment prior to acceptance and occupancy of the Leased Premises. Outside contractors may be hired by the Government to perform this work. The Lessor shall allow early access to the Leased Premises as needed to inspect, measure, deliver and install such furniture, components, infrastructure and/or equipment at no cost or expense to the Government or its contractors. Lessor shall provide advance construction scheduling which shall allow sufficient time for successful completion of the work or installation of furniture, components infrastructure and/or equipment. Lessor shall work closely with the Government and Government contractors to coordinate scheduling of such work or installation at the appropriate stage(s) of construction. In no event shall any such early entry or access be deemed to be an acceptance of the space or the work performed at that point, nor shall any such early entry or access be deemed to in any way to have accelerated the Commencement Date for any purpose.
14. TAX ADJUSTMENTS: Referencing Paragraphs 4.2 "Tax Adjustment" of the SFO, the percentage of Government occupancy of the Building for real estate tax purposes is agreed to be 12.53%.
15. OPERATING COSTS: Referencing Paragraph 4.3 "Operating Costs" of the SFO, the base rate for the cost of services (hereinafter, the "Operating Costs Base") shall be \$490,052.00 subject to annual adjustment as provided therein, commencing on the first Anniversary Date of the Lease Commencement.
16. ADJUSTMENT FOR VACANT PREMISES: Referencing Paragraph 4.4 "Adjustment for Vacant Premises" of the SFO, provided that the Government's failure to occupy all or any portion of the Leased Premises does not result from an event of default or failure to perform on the part of Lessor which remains uncured beyond any cure period as may be provided in this Lease, if the Government fails to occupy all or any portion of the Leased Premises or vacates the Leased Premises in whole or in part prior to the expiration of this Lease, rent for such unoccupied portion of the Leased Premises shall be reduced by \$2.55 per ABOA square foot plus or minus CPI escalations as applicable for the period of time during which the Leased Premises remains vacant.
17. OVERTIME USAGE: Referencing Paragraph 4.6 "Overtime Usage" of the SFO, the Government shall pay for overtime usage of heating and air-conditioning in the amount of \$24.09 per hour (4 hour minimum) beyond tenant's normal hours of 7:00 AM to 6:00 PM Monday through Friday. The Government shall have no obligation for overtime usage for room(s) that have dedicated 24 hour HVAC requirement.

18. CHANGE ORDERS: Unless explicitly authorized in advance and in writing by the Contracting Officer or a designated representative of the Contracting Officer (the "Contracting Officer's Representative"), additional supplies or services, or any change to the specifications, terms or conditions of this Lease (hereinafter a "Change Order"), shall be deemed to be an unauthorized Change in Lease Terms or unauthorized Change Order. The Government shall not pay all or any portion of the cost, charge or expense associated with any such unauthorized Change In Lease Terms or unauthorized Change Order. The Government's occupant tenant is not authorized to administer this Lease and the General Services Administration assumes no responsibility for any costs incurred by the Lessor except as provided herein. All questions and issues pertaining to this Lease shall be referred to the Contracting Officer or the Contracting Officer's Representative.

19. REPRESENTATIONS AND WARRANTIES OF LESSOR The Lessor hereby represents and warrants:

(a). That it has the right to enter into and perform its obligations under this Lease and that it has taken all necessary action and procured all necessary consents and grants of authority pursuant to entering into this Lease.

(b). That no consent, approval or authorization of any person, including any governmental authority or other regulatory agency, is required in connection with the execution or performance of this Lease or the holding or use of the Leased Premises by the Government.

(c). That (i) it has, or will have prior to the Commencement Date, all permits, certificates, licenses, orders, registrations, authorizations and other approvals (collectively, the "Permits") from all federal, state and local governmental or regulatory agencies, bodies, authorities or other public or private entities which it is required to hold or which are required to be issued to it, or which are necessary or desirable for lease of the Premises to the Government for its contemplated uses; (ii) that such Permits constitute all of the Permits which it is required to hold or have received under the laws, rules and regulations applicable to it or its business; (iii) that it is in full compliance with all terms, provisions and conditions thereof; and (iv) that all of such Permits are in full force and effect and none will lapse or be terminated, suspended or otherwise adversely affected upon or by reason of the execution and delivery of this Lease.

20. SATELLITE DISH/ANTENNA: The Lessor grants to the Government the nonexclusive right and privilege to install, operate and maintain a satellite antenna receive-only system at a specific location on the roof of the Building that has been mutually agreed upon by the Lessor and the Government (the "Roof Space"). This right includes the nonexclusive right and privilege to connect to the Building's electrical system.

1. The satellite system consists of a satellite dish, all wires, cables and components and is referred to herein as the antenna receive only system, or the satellite dish, or dish. Reference to any of these terms is intended to include the complete system, together with all wires cables and components integral thereto or necessary therefor. Use of the satellite dish shall be restricted to the Government's communication purposes only and shall not be used for profit making purposes or available to use by any party except the Government. The Government's use is not restricted to the Government tenants of the Building.

2. Government agrees that the Lessor shall not be liable, unless caused by the negligence or willful misconduct of the Lessor, its agents, contractors, invitees or employees, for any damage resulting from the use, maintenance, relocation or removal of the dish and its associated wiring, cables, and other components.

3. The dish and all related equipment shall remain the sole property of the Government and shall be maintained solely by the Government. The Government shall provide the Lessor with reasonable prior written notice in order to arrange a mutually convenient time to gain access to the roof to perform maintenance on said satellite dish. In all events, Lessor shall allow such access within five (5) business days of notice from Government. In the event of an emergency the Lessor will provide the Government immediate access to the roof area.

4. Upon the expiration or termination of the Lease, the Government shall cause the satellite dish and any equipment to be removed with reasonable promptness and any damage (as opposed to reasonable wear and tear for which the Government shall not be responsible) as a result of said removal shall be repaired by a Lessor-approved contractor (approval not to be unreasonably withheld, conditioned or delayed) at the sole expense of the Government. Notice of such damage shall be given to the Government in writing no later than 30 calendar days after the removal of the satellite dish. If the Government is not notified of the need to repair damage within such period then, upon expiration of the 30-calendar day period, the Government will be released from all liability with regard to damage to the roof and Building. The Government reserves the right to dispute whether the damage is related to said removal of the satellite dish. If damage is

mutually determined to be the responsibility of the Government, the Government shall pay for any such repairs.

5. Interference

(a) The Parties recognize that the Lessor has leased or licensed space on the roof to third parties and may lease or license space on the roof of the Building to other third parties in the future. The Government's use of the dish shall in no way interfere with the transmissions or receptions of any prior user or licensee on the roof of the Building. If the Government's use of the dish should cause interference with any prior user or Lessor's transmission or reception, the Government shall immediately eliminate it at its own cost and expense. If the Government fails to do so, it will be prohibited from using the piece of equipment which is causing the interference.

(b) The Lessor covenants and agrees that no subsequent licensees (or prior users who alter their installations) shall be permitted to cause interference with the Government's transmissions or receptions, as long as the Government's equipment remains the same and in the same location it is in on the date of this Lease or is replaced or installed in compliance with this Lease. If interference occurs, and the offending party is unable to eliminate it promptly after the Government notifies the Lessor of the continuing interference, the Lessor shall cause the source of such interference to be removed by shutting down or modifying the piece of equipment causing the interference at no cost to the Government. The Lessor shall not be liable to the Government for any damages in connection with any such interference, if the Lessor complies with the provisions of this Subsection Number 5.

6. Equipment Replacement

(a) Should any of the equipment require replacement for any reason, in the sole judgment of the Government, the Government shall have the right to replace the equipment with the same or substantially similar equipment. The Government shall give prior written notice to the Lessor of its intention to make replacement(s), and shall cause the replacement to be made in accordance with the provisions of this Lease.

(b) If the Government replaces equipment and the replacement causes interference to any other party, then the Government shall shut down or modify its equipment so that the equipment does not cause interference.

(c) Prior to the replacement of any equipment Government shall supply Lessor with plans and specifications for the equipment replacement.

(d) Lessor written approval of the plans shall be obtained before the equipment is replaced.

(e) Upon receipt of the Government's plans, the Lessor shall request structural engineering reports, a frequency coordination and acceptability study, and the establishment of standards and practices consistent with, and necessary for, the avoidance or elimination of frequency interference to be prepared by consultants chosen by the Lessor and reasonably satisfactory to the Government. Lessor shall submit to the Government for review and funding approval the costs associated with those reports and studies prior to authorizing the same. The Government shall pay the costs of such reports and studies directly to the consultants. The Government shall not rely on such written approval, reports or studies to determine the compliance of the equipment installation with any laws or otherwise.

(f) Any review and/or approval of the Plans, reports, and studies by the Lessor and the Government shall be solely for their benefit.

(g) The Government shall not hire any contractor for the purpose of equipment maintenance, repair, replacement, or removal, or permit any contractor on or about the Roof Space unless (a) the contractor has been approved by the Lessor; (b) the contractor agrees to maintain such insurance as is reasonably required by the Lessor, naming such persons or entities as the Lessor designates as additional insureds; and (c) prior to entry on the site, the contractor provides the Lessor with certificates of insurance evidencing the maintenance of the insurance required pursuant to this Section, as well as evidence of the payment of the premium for such insurance.

(h) From time to time the Lessor shall provide the Government with a list of approved contractors. If the Government wishes to use a contractor not on the list of approved contractors, the Government shall submit the contractor's name and qualifications to the Lessor for Lessor's approval. The Lessor, in its reasonable discretion, may approve or disapprove any contractor whose name is submitted by the Government. If the Lessor disapproves a contractor, the Government shall not use that contractor to perform any equipment maintenance, repair or replacement.

(i) All costs of the equipment replacement performed by the Lessor on the Government's behalf shall be borne solely by the Government, including, without limitation: (a) Lessor's charges for reviewing the plans; (b) having the Lessor's designated contractor perform the connection to the Building's electrical system; and (c) Lessor's review of the equipment and frequencies to be used by the equipment and any related studies or reports. Lessor shall submit to the Government for review and funding approval those costs associated with the charges prior to authorizing the

same.

(j) The Government shall obtain all necessary licenses, permits and approvals required by law to operate in the Roof Space; comply with all applicable laws and regulations; and pay all fees or charges, before the equipment replacement will be allowed to proceed. The license for each piece of equipment shall be attached to each piece of equipment.

(k) The equipment replacement shall be done without the use or installment of any hazardous, dangerous, or harmful substances or conditions.

(l) The Government covenants and agrees that the equipment replacement shall be performed in accordance with the Plans as finally approved by the Lessor and subject to any reasonable conditions that the Lessor may have imposed in connection with its approval of the Plans. The equipment replacement shall be carried out in a good and workmanlike manner in accordance with established engineering standards and public ordinances, rules and regulations applicable to such work.

(m) The Government agrees to make no changes to the method of specifications of the equipment replacement as set forth on the Plans as finally approved by the Lessor (and subject to any conditions imposed by the Lessor in connection with such approval) nor shall the Government make any additions or changes to any wiring, including, but not limited to, any change in the wiring location/routing without, in each instance, first obtaining the Lessor's prior written consent which the Government agrees may be granted or withheld or granted with conditions as the Lessor in its sole discretion may from time to time determine.

(n) The Lessor retains the right to inspect any work performed by the Government in connection with the replacement, removal, repair and maintenance of the Government's equipment.

#### 7. Maintenance and Repairs

(a) The Government, shall at its sole cost and expense, maintain in good order and condition (a) the equipment, and (b) the transmission lines and electrical installations, if accessible, as they relate to the equipment, in accordance with sound engineering practices in compliance with all applicable laws, rules, and regulations, including the rules and regulations of the FCC, throughout the term of this Lease and shall promptly make all repairs, as and when necessary.

(b) The Government, at its sole cost and expense, shall be responsible for repair of any damage to the satellite dish, and any roof mounted antennae or satellite system and associated equipment located on the roof, previously approved by Lessor and owned by a third party resulting from (a) the removal of any equipment and/or maintenance of the equipment, or (b) the sole wilful or negligent acts of the Government, its agents, employees or contractors on or about the Roof Space. Lessor shall submit to the Government for review and funding approval the costs associated with those repairs prior to authorizing the same.

(c) The Government acknowledges there are inherent dangers associated with the Roof Space which include, without limitation, the dangers inherent in performing work on or about a roof. The Government shall cause all of its employees, agents, guests, contractors, subcontractors, invitees, and all other persons the Lessor permits or requests to go to the Roof Space, or who go upon the roof for the purpose of equipment installation or maintenance or repair of the equipment to: (a) wear hard hats in winter when outdoors in or about the Roof Space; (b) use all safety equipment as is reasonably required when performing work on the roof; and (c) comply with all safety regulations which are reasonably prescribed by the Lessor, required by law or which are reasonable under the circumstances when in or about the Roof Space.

#### 8. Lessor's Supervision

(a) The Government agrees that the Lessor has exclusive supervision over the Roof Space. The Lessor's supervision includes without limitation: (a) any equipment installation including; without limitation, connection to the Building's electrical system and connection of all of the equipment to the facilities on the Roof Space, removal of any equipment, and any and all maintenance and repairs of the equipment (b) frequency coordination and acceptability; (c) engineering specifications and (d) establishment of standards and practices consistent with, and necessary for, the avoidance or elimination of interference.

(b) The Lessor shall have adequate authorized personnel available to the Government for supervision of the Government's work on the Roof Space within five (5) business days of receipt of the Government's request for supervision, unless the Government's operations are being interrupted, in which case personnel will be available promptly.

#### 9. Compliance with Laws

Throughout the term of this Lease, the Government, as its sole cost and expense, shall comply with all applicable laws, rules and regulations of all federal, state and municipal authorities, agencies and department thereof, including the Federal Communications Commission and the Federal Aviation Administration, having jurisdiction over the Roof Space affecting the equipment installation or construction, operation, use and/or

maintenance of all or any part of the equipment, and pay any and all applicable fees for the same.

21. **NOTICES:** All notices and other communication which is required or permitted by this Lease shall be in writing and delivered by personal service, sent by registered or certified first class US mail, postage prepaid, properly addressed, or by regular overnight delivery service such as Federal Express, if intended for the Lessor to:

157 Church, LLC  
c/o Chase Enterprises  
225 Asylum Street, 29<sup>th</sup> Floor  
Hartford, CT 06103-1538

and if intended for the Government, to the below-named Contracting Officer at the following address:

General Services Administration, Public Buildings Service  
Thomas P. O'Neill Jr. Federal Building  
10 Causeway Street, Room 1075  
Boston MA 02222

or to such other address as shall be given in writing by any party to the other.

22. **RESTRICTION ON DISSEMINATION OF PLANS, DRAWINGS AND SPECIFICATIONS:** Associated plans, drawings, or specifications provided under this Lease are intended for use by the Lessor, contractors, subcontractors and suppliers. In support of this requirement, GSA requires Lessor to exercise reasonable care when handling documents relating to building drawings/plans, security equipment, security equipment installations, and contract guard service, by the following means:

- (a) Limiting reproduction and/or dissemination of covered materials only to persons/parties related to this acquisition or otherwise authorized to receive such information;
- (b) Making every possible reasonable and prudent effort to prevent unauthorized disclosure of this information;
- (c) Keeping accurate and detailed records as to the identity of persons having access to or receiving copies of plans, drawings or specifications;
- (d) Continuing the efforts required above throughout the entire term of this Lease and for what specific time thereafter as may be necessary; and
- (e) When need for documents has elapsed, destroy all copies.

23. **GOVERNING DOCUMENT:** To the extent of any inconsistency between the terms of this SF-2 and any attachments, the terms of this SF-2 shall govern.

24. **ATTACHMENTS:** The following documents are attached hereto and by this reference made a part hereof:

- A. Solicitation for Offers 9CT2053 (including Special Requirements)
- B. SFO Amendment #1
- C. GSA Form 3517B, "General Clauses"
- D. GSA Form 3518, "Representations and Certifications"
- E. Exhibit "A", 23<sup>rd</sup>, 24<sup>th</sup> and 25<sup>th</sup> Floor Plans

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR, 157 Church, LLC  
By: 157 Corporation, its managing member

BY \_\_\_\_\_ (Signature) \_\_\_\_\_ (Signature)  
Executive Vice President

IN THE PRESENCE OF:  
Matthew S. LaVelle (Signature) 157 CHURCH, LLC  
225 ASYLUM STREET, 21<sup>TH</sup> FLOOR  
HARTFORD, CT 06103-1538 (Address)

UNITED STATES OF AMERICA  
BY Michael B. [Signature] (Signature) \_\_\_\_\_ (Official title)  
CONTRACTING OFFICER

STANDARD FORM 2  
FEBRUARY 1965 EDITION