

S. 4

LEASE

This Lease is made and entered into by and between the Board of Trustees, Community-Technical Colleges on behalf of Capital Community College, hereinafter called the LESSOR, acting herein by its Chancellor, pursuant to the provisions of Conn. Gen. Stat. Section 4b-38, as revised, and The City of Hartford Public Schools on behalf of Capital Preparatory Magnet School, hereafter called the LESSEE.

WITNESSETH:

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

1. **LEASE OF PREMISES:** The LESSOR hereby Leases unto the LESSEE space comprising a total of approximately 8,400 gross square feet, located on the 3rd and 6th floors of Capital Community College, 950 Main Street, Hartford, CT, together with the right of ingress into and egress out of the building, as specified below.

Rooms : 302, 304, 308, 310, 315, 319, 605, 606, 622, 623.
Above rooms used exclusively for Magnet school during hours of 6:30am – 4:00pm. Monday – Friday. No use outside of the specified time without College permission.

Offices: 305 outer suite, 305a, 305b, 305c, 305d, 305g.
Above offices used exclusively for Magnet school during published College operational hours.

Nurse Station: 715 shared use with college
Above room shared with College and Magnet school during hour of 6:30am – 4:00pm. Monday – Friday. No use outside of the specified time without College permission.

Storage: 300H
Above area used exclusively for Magnet school during published College operational hours.

Cafeteria: 718 shared use with college
Above room shared with College and Magnet school during hour of 11:15am – 1:00pm. Monday – Friday. No use outside of the specified time without College permission.

2. **TERM OF LEASE:** The term of the Lease shall be for three (3) years commencing on August 29, 2005 and ending on June 30, 2008.

3. **RENT:**

3.1 The LESSEE shall pay the LESSOR annual fixed rent of One Dollar for the period of August 2005 to December 31, 2008, payable in one installment of \$1.00 for a maximum total lease amount of \$ 3.00 for the Lease Term. Rent shall be payable on the first day of August, in advance, during the term of this lease.

3.2 THE LESSEE shall pay rent by check, made payable to the order of Capital Community College and mailed to:

Capital Community College

Business Office.
950 Main Street
Hartford, Connecticut 06103

4. **USE OF PREMISES:** The Premises shall be used only to conduct the educational activities of LESSEE and no other purpose. LESSEE agrees that all activities conducted within the Premises shall be in full compliance with all federal and/or state rules and regulations. LESSEE agrees that Capital Magnet School shall comply with all college rules, regulations, direction and be knowledgeable of and follow College Public Safety Manual.

4.1 LESSEE may request one time and period usage of space for assembly and educational activities one week prior to event through the College Facility Office at the published rental rate for that space.

5. **LESSOR'S OBLIGATIONS:** LESSOR will provide and pay for: electricity; telephone connections, blocked for toll call; heat; hot and cold running water and sewer systems; snow and ice removal; sanding; replacement of burnt-out bulbs, tubes and ballasts; toilet supplies; and structural maintenance and repairs. For maintaining the Premises, the LESSOR, or its contracted third parties (i.e. custodial services, repairpersons, architects, engineers) may at reasonable times, without approval of the LESSEE, clean the leased areas and inspect the same. Any necessary repairs thereto from damage will be billed to the LESSEE.

6. **LESSEE'S OBLIGATIONS:** Except as provided in Section 5, herein, LESSEE shall be responsible for the following expenses, services and financial obligations related to the leased premises; telephone usage, any repair and/or replacement for any damage to the premises by the LESSEE or its invitees; any premises modification or renovation made, subject to the prior written approval of the LESSOR.

6.1 LESSEE must have at least two security staff during LESSEE operating hours. LESSEE shall fully cooperate with the LESSOR'S security personnel and police forces. If there is a dispute concerning security issues, the LESSOR'S security personnel shall have the final determination.

7. **CONDITIONS OF PREMISES:** The Premises are Leased to and taken by the LESSEE "as is" and in its present condition. LESSEE covenants that it will maintain the Premises in a clean, orderly and safe condition, (ordinary wear and tear excepted), free from accumulation of trash, waste, or debris, and shall not permit any nuisance thereon.

8. **ASSIGNMENT AND SUBLETTING:** LESSEE shall not sublet the Premises, in whole or in part, or assign this Lease, or permit the Premises to be used or occupied, in whole or in part, by others.

9. **LESSOR'S RIGHT OF ENTRY:** The LESSEE agrees that the LESSOR shall have the right to enter upon the Premises at any time or from time to time for whatever purpose the LESSOR deems necessary to enforce its rights or perform its obligations under this Lease, provided that LESSOR will use its best efforts to avoid interfering with the LESSEE'S business on the Premises.

10. **COMPLIANCE WITH LAW:** The LESSEE agrees that it will use the Premises so as to conform with and not violate any laws, regulations and/or requirements of the United States and/or the State of Connecticut and/or any ordinance, rule or regulation of the City of Hartford, now or hereafter made, relating to the use of the Premises to the extent applicable, and the LESSEE shall indemnify and save the LESSOR harmless from any fines, penalties or costs of violation of or noncompliance with the same, relating to the operation of LESSEE'S business on the Premises.

11. **LIENS:** LESSEE will not permit any lien for money claimed against or owing by LESSEE to be placed against the Premises during the term hereof and should any such lien be recorded, LESSEE shall, within fifteen (15) days after such lien is recorded, bond over or pay and discharge same. Should any such lien be recorded and not be bonded over, released or discharged, LESSOR may, at LESSOR'S option (but without obligation so to pay or discharge such lien), pay and discharge any such lien, at the cost and expense of LESSEE.

12. **DEFAULT BY LESSEE; RIGHT TO TERMINATE; DAMAGES; SELF HELP:**

12.1 If LESSEE shall fail to pay any rent payable pursuant to Section 3 hereof, within ten (10) days following written notice that same is due; or if, for a period of thirty (30) days after notice thereof has been given to LESSEE or LESSOR, LESSEE shall fail to perform or comply with any other term hereof of any duty or obligation imposed upon it by this Lease or by any other rule or regulation of LESSOR (provided, however, that if such cure cannot be accomplished within such thirty (30) days, and if LESSEE promptly commences and diligently pursues such cure, LESSEE may have up to thirty (30) additional days to effect such a cure), or if LESSEE shall abandon the Premises, or there shall be filed by or against LESSEE, or any guarantor of LESSEE'S obligation hereunder, a petition in bankruptcy or insolvency or for reorganization, dissolution, liquidation or for the appointment of a receiver or trustee of all or a portion of LESSEE'S, or such guarantor's property and, in the case of an involuntary bankruptcy, the same is not discharged within sixty (60) days thereafter or if LESSEE or such guarantor makes an assignment for the benefit of creditors or enters into an arrangement or admits inability to pay its debts as they become due, then in any such event LESSOR shall have the right, in addition to any other rights and remedies LESSOR may have under applicable law, at LESSOR'S option, to enter upon the Premises, in accordance with applicable law, repossess, and enjoy the same as if the Lease had not been made, and thereupon this Lease shall terminate without prejudice, however, to the right of LESSOR to recover from LESSEE all rent due and unpaid up to the time of such re-entry. Upon demand by LESSOR, LESSEE shall surrender to LESSOR complete and peaceable possession of the Premises, and LESSOR, may, without waving or postponing any other rights given by law in such cases, re-let said Premises, or any part thereof, on such reasonable terms as LESSOR, or its successors, deems best, and apply the proceeds of such re-letting, less reasonable actual costs and expenses of LESSOR in re-letting, towards such costs, and hold LESSEE responsible for the difference in such net proceeds received by LESSOR and the rental that would have been paid by LESSEE hereunder. Expenses of LESSOR in re-letting shall include reasonable attorney's fees and reasonable costs of redecorating the same.

12.2 Without such re-entry as provided in this paragraph, LESSOR may recover possession thereof in any manner permitted by law, including summary process, it being understood that no demand for rent or re-entry for condition broken, as at common law, shall be necessary to enable LESSOR to recover such possession.

12.3 Either party may terminate this Lease without penalty upon ninety (90) days prior written notice.

12.4 Upon the breach by the LESSEE of any terms and conditions of this Lease, the parties hereto agree that this Lease may be terminated immediately at the option of the LESSOR, without any obligations being thrust upon the LESSOR of any nature whatsoever.

13. **ALTERATIONS AND IMPROVEMENT:** LESSEE shall not make any alteration or improvements in or to the Premises without the written consent of LESSOR. Any approved alteration or improvement shall be done by contractors consented to by LESSOR. Such approved alteration or improvement shall be made in a good and workmanlike manner and in a manner so that the structural integrity of the Building shall not be impaired. LESSEE shall obtain all necessary permits and, at LESSOR'S option, shall submit to LESSOR architectural renderings, insurance certificates and lien waivers as reasonably required by LESSOR. Upon the making of such alterations or improvements the same shall become the property of LESSOR, provided, however, that should LESSOR require

removal of such improvements, LESSOR shall notify LESSEE in writing at the time of consent is given that LESSOR will require that LESSEE remove the same at no expense to LESSOR and repair any damage caused by such removal and that the Premises shall be left by LESSEE in the condition that the Premises were in at the commencement of the term of this Lease, ordinary wear and tear excepted.

14. **PERSONAL PROPERTY:** All personal property of every kind and description, which may at any time be on the Premises, shall be at the LESSEE'S sole risk and the LESSOR shall have no liability therefore.

15. **INSURANCE:**

15.1 The LESSEE shall maintain its own insurance policy covering such personal property.

15.2 The LESSEE shall provide and maintain public liability and property damage insurance, with the LESSOR named as an additional insured, in a combined single minimum amount of \$1,500,000.00 for the bodily injury and property damage to protect the interest of the LESSOR as it appears herein, and shall provide the LESSOR with a certificate of insurance to this effect, all at not cost to the LESSOR. The related insurance policy shall contain a provision that the insurer will waive the defense of governmental immunity in the protection of such interest of the LESSOR. The required certificate of insurance shall include a statement that the LESSOR is an additional insured and that the insurer will waive the aforementioned defense. All policies shall be taken out with insurers qualified to do business in the State of Connecticut.

16. **INDEMNIFICATION:** The LESSEE shall at all times protect, defend, indemnify and save harmless the LESSOR and its officers, agents, and employees on account of any and all claims, damages, losses, reasonable litigation, expenses, reasonable counsel fees and compensation arising out of injuries (including death) sustained by or alleged to have been sustained by the officers, agents, and employees of the LESSEE or LESSOR and from injuries (including death) sustained by or alleged to have been sustained by the public or by any other person or property, real or personal (including property of the LESSEE or the LESSOR), to the extent caused by the misconduct or negligence of the LESSEE or the employees, agents, clients, contractors or invitees of the LESSEE.

17. **CLAIMS AGAINST THE STATE:** The contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut arising from this agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the contractor further agrees not to initiate legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

18. **SURRENDER OF PREMISES:** At the expiration or other termination of this Lease, the LESSEE will surrender the Premises in as good condition as that existing at the beginning of the Lease Term (excluding reasonable use and wear thereof), and except for; and any alterations or additions which may have been made by the LESSEE at the LESSEE'S expense with the written consent of the LESSOR, or otherwise permitted hereunder. Any such alterations or additions shall become, at no cost to the LESSOR, the property of the LESSOR, at the end of the Lease Term, unless as otherwise provided in Section 12 hereof. The LESSOR reserves the right; however, at the termination or expiration of the Lease, to demand, upon reasonable notice to the LESSEE, that the LESSEE removes such alterations and additions at the LESSEE'S expense, leaving the premises in substantially the same condition as it was at the beginning of the Lease Term.

19. **NOTICES:**

19.1 Notices from the LESSOR to the LESSEE shall be sufficient if in writing and hand delivered to the LESSEE in care of its representative, or if placed with the United States Postal Services properly address to the LESSEE in care of its representative. Delivery by United States Postal Service will be deemed given three (3) business days after depositing with the United State

Postal Service. Delivery by hand will be deemed given upon receipt by the addressee during normal business hours.

19.2 Notices from the LESSEE to the LESSOR shall be sufficient if placed with the United State Postal Service, certified mail, postage prepaid, and addressed to Marc Herzog, Chancellor, Board of Trustees Community Technical Colleges.

20. **COMPLETE AGREEMENT:** No prior stipulation, agreements or understandings, verbal or otherwise, of the parties hereto or their agents, shall be valid or enforceable unless embodied in the provisions of this Lease.

21. **NON-DISCRIMINATION:** For the purpose of this section, the word "contractor" is substituted for and has the same meaning as if it reads "LESSEE." This section is inserted in connection with subsection (a) of Section 4a-60 of the General Statutes of Connecticut, as revised.

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

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

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

(b) (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job related qualification are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action - equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission, advising the labor union workers' the contractor's commitments under this section, and to post copies of the notice to conspicuous places available to employees and applicants of employment; (4) the contractor agrees to comply with each provision of this section and Conn. Gen. Stat. Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by

said commission pursuant to Conn. Gen. Stat. 46a-56, and as amended by Section 5 of Public Act 89-253, 46a-68a and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records, accounts, concerning the employment practices and procedures of the contractor as related to the provisions of this section and Conn. Gen. Stat. Section 46a-56. If the contract is a Public Works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and supplies 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 contract shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

(e) The contractor shall include all the provisions of subsection (b) of this section in every subcontract and purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. Section 46a-56, as amended by Section 5 of Public Action 89-253; provided, if such contractor becomes involved in, or is threatened with, litigation with subcontractor or vendor as a result of such direction by commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior hereto to protect the interest of the State and the State may so enter.

(f) The contractor agrees to comply with the regulations 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.

22. **NON-DISCRIMINATION (SEXUAL ORIENTATION):** For the purposes of this section, the word "contractor" is substituted for and has the same meaning and effect as if it read "LESSEE". This section is inserted in connection with Section 4a-60a of the Connecticut General Statutes.

(a) (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to Section 46a-56 of the General Statutes; (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, accounts, concerning the employment practices and procedures of the contractor which relate to provisions of this section and Section 46a-56 of the General Statutes.

(b) The contractor will include the provisions of subsection (a) of this section in every subcontract or purchase order entered into order to fulfill any obligation of a contract with the State and

such provisions shall be binding on a subcontractors, 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 Stat. Section 46a-56 of the Connecticut General Statutes; provided, if such contractor becomes involved, 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 negotiations prior thereto to protect the interests of the State and the State may so enter.

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

23. **EXECUTIVE ORDER NUMBER THREE (3):** This Lease is subject to the provisions of **Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971** and, as such, this Lease may be cancelled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any State of Federal Law concerning nondiscrimination notwithstanding that the Labor Commissioner is not a party to this Lease. The LESSEE as part of the consideration hereof, agrees that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The LESSEE agrees to abide by said Executive Order and agrees that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the Project is completed or terminated prior to completion. The LESSEE agrees that, as part consideration hereof, this Lease is subject to the guidelines and rules issued by the State Labor Commissioner to implement Executive Order No. Three and that it will not discriminate in the LESSEE'S employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

24. **EXECUTIVE ORDER NUMBER SEVEN A (7B):**

This Agreement is subject to **Executive Order No. 7B of Governor Jodi M. Rell, promulgated on November 16, 2005**. The Parties to this Agreement, as part of the consideration hereof, agree that :

(a.) The State Contracting Standards Board ("the Board") may review this contract and recommend to the state contracting agency termination of the contract for cause. The state contracting agency shall consider the recommendations and act as required or permitted in accordance with the contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state contracting agency and any other affected party in accordance with the notice provisions in the contract no later than fifteen (15) days after the Board finalizes its recommendation. For the purposes of this Section, "for cause" means:

- (1.) a violation of the State Ethics Code (Conn. Gen. Stat. Chapter 10) or Section 4A-100 of the Conn. Gen. Statutes or
- (2.) wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency.

(b.) For the purposes of this Section, "contract" shall not include real property transactions involving less than a fee simple interest or financial assistance comprised of state or

federal funds, the form of which may include but is not limited to grants, loans, loan guarantees, and participation interests in loans, equity investments and tax credit programs. Notwithstanding the foregoing, the Board shall not have any authority to recommend the termination of a contract for the sale or purchase of a fee simple interest in real property following transfer of title.

(c.) Effective January 1, 2006, notwithstanding the contract value listed in Conn. Gen. Stat. §§ 4-250 and 4-251, all procurements between state agencies and private entities with a value of \$50,000 (fifty thousand dollars) or more in a calendar or fiscal year shall comply with the gift affidavit requirements of said Sections. Certification by agency officials or employees required by Conn. Gen. Stat. § 4-252 shall not be affected by this Section.

25. **EXECUTIVE ORDER NUMBER SEVENTEEN (17):** This Lease is subject to the provisions of **Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973** and, as such, this Lease may be cancelled, terminated or suspended by the Commissioner of the State Labor Commission for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this Lease. The LESSEE agrees that as part of the consideration hereof, Executive Order No. Seventeen is incorporated herein by reference and made a part hereof, including, but not limited to, those provisions requiring the LESSEE to list any and all employment openings with the local State of Connecticut Job Center. The LESSEE agrees to abide by said Executive Order and agrees that the Commissioner and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to listing all employment openings with the Connecticut Job Center.

26. **EXECUTIVE ORDER NUMBER SIXTEEN (16):** This Agreement is subject to the provisions of **Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999**, and, as such, the Agreement may be canceled, terminated or suspended by the state for violation of or noncompliance with said Executive Order No. Sixteen. The Parties to this Agreement, as part of the consideration hereof, agree that

(a) The CONTRACTOR shall prohibit employees from bringing into the state work site, except as may be required as a condition of employment, any weapon or dangerous instrument as defined in (b):

(b) Weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon.

Dangerous instrument means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury.

(c) The CONTRACTOR shall prohibit employees from attempting to use, or threaten to use, any such weapon or dangerous instrument in the state work site and employees shall be prohibited from causing, or threatening to cause, physical injury or death to any individual in the state work site.

(d) The CONTRACTOR shall adopt the above prohibitions as work rules, violations of which shall subject the employee to disciplinary action up to and including discharge. The CONTRACTOR shall insure and require that all employees are aware of such work rules.

(e) The CONTRACTOR agrees that any subcontract it enters into in furtherance of the work to be performed hereunder shall contain provisions (a) through (d) of this Section.

27. **APPLICABILITY:** Sections 21-25 hereof shall apply only to LESSEE'S operations with the State of Connecticut.

28. **GOVERNING LAW:** This Lease shall be governed by the laws of the State of Connecticut.

29. **POWER OF EXECUTE:** The person signing this Lease on behalf the LESSEE certifies that s/he has full authority to execute the same on behalf of LESSEE and that this Lease has been duly authorized, executed and delivered by LESSEE and is binding upon LESSEE in accordance with its terms.

30. **MODIFICATION:** The terms of this Lease may be modified or altered only by written Amendment to Lease between LESSOR and LESSEE, and no act or omission of any employee or agent of LESSOR or LESSEE shall alter, change or modify any of the provisions hereof.

31. **APPROVAL OF ATTORNEY GENERAL AND TREASURER:** This Lease shall not be binding on the LESSOR or LESSEE unless and until approved and signed by both the Attorney General and the Treasurer of the State of Connecticut and delivered to LESSEE.

32. **LEASE EXPIRATION:** Upon the expiration of this Lease, if LESSEE is in full compliance with all provisions of this Lease, LESSEE shall have the first opportunity to rent the premises under such terms and conditions as may be offered by the LESSOR.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

Signed in the presence of:

Schools

LESSEE: City of Hartford Public

_____)

By _____

Robert Henry
Superintendent of Hartford Public Schools

_____)
_____)

Duly Authorized

Date signed: _____

State of Connecticut
Country of Hartford

The foregoing instrument was acknowledged before me this _____ the day of
_____, 2005 by _____, on behalf of
_____.

In witness whereof I hereunto set my hand.

Notary Public
My commission expires:

Date: _____

Richard J. Lynch
Assistant Attorney General

Mailing Addresses

Marc S. Herzog, Chancellor
Board of Trustees
Community Technical Colleges
61 Woodland Street
Hartford, CT 06105

Robert Henry, Superintendent
Hartford Public Schools
960 Main Street
Hartford, CT 06103

Calvin Woodland, President
Capital Community College
950 Main Street
Hartford, CT 06103

Steve Perry, Principal
Capital Preparatory Magnet School
960 Main Street
Hartford, CT 06103