#### **OFFICE LEASE**

THIS OFFICE LEASE ("Lease") effective as of the \_\_\_\_\_ day of April, 2014, between VANTIS LIFE INSURANCE COMPANY, a Connecticut corporation ("Landlord"), having its principal office at 200 Day Hill Road, Windsor, CT 06095 and CAPITAL AREA SUBSTANCE ABUSE COUNCIL, INC., a Connecticut non-stock corporation ("Tenant") with an office at 3 Barnard Lane, Suite 202, Bloomfield, CT 06002.

#### 1. PREMISES

Landlord leases to Tenant and Tenant leases from Landlord approximately 1,257 rentable square feet of general office space ("the Premises") located on the first floor of the building known as Day Hill Corporate Center which consists of 54,700 square feet of total rentable square feet (the "Building") situated on real property known as 200 Day Hill Road, Windsor, Connecticut (the 'Land"), as more particularly depicted on Exhibit A attached hereto. The Building and the Land are collectively referred to as the Property.

#### 2. RENT

(a) Tenant agrees to pay all Rent as hereinafter defined, to Landlord at:

Vantis Life Insurance Company c/o CB Richard Ellis – N.E. Partners, LP 600 Atlantic Avenue, 22<sup>nd</sup> Floor Boston, MA 02210

or at such other place as Landlord may designate in writing. Rent shall be payable without notice or demand, without abatement, deduction or setoff. Rent for any portion of a month shall be pro-rated.

- (b) **Rent** shall be the total of Base Rent, a Late Fee (as applicable) and Additional Rent (collectively, "Rent"). Landlord shall have the same rights and remedies by reason of non-payment of Additional Rent as if Tenant had failed to pay an installment of Base Rent.
  - (i) Base Rent. Base Rent shall be as set forth in the following schedule (Base Rent for the first month of the Term is waived):

Lease Term	Premises Rentable Square Feet.	Total Base Rent For Term	Base Rent Monthly <u>Installment</u>	Base Rent Per Rentable Sq. Ft.
<u>(in Months)</u> 1 - 12	1,257	\$12,570.00	\$1,047.50	\$10.00
13 - 24	1,257	\$13,827.00	\$1,152.25	\$11.00

25 - 36	1,257	\$15,084.00	\$1,257.00	\$12.00
37 - 48	1,257	\$16,341.00	\$1,361.75	\$13.00
49 - 60	1,257	\$17,598.00	\$1,466.50	\$14.00

The Tenant shall pay the Base Rent in equal monthly installments, due the first of each month. The Rent for any period of less than one (1) month shall be apportioned based on the number of days in that month and shall be payable on the first day of such period. The lease shall commence upon the Commencement Date (hereinafter defined). Notwithstanding the above, Tenant shall pay the second month's Base Rent on the execution of this Lease.

- (ii) Late Fee. Rent shall be due and payable on the first day of the month in advance. If the Rent is not paid within ten (10) days, a late fee will be due of five percent (5%) of the outstanding balance then due.
- (iii) Additional Rent. In addition to the Base Rent, Tenant shall pay to Landlord Additional Rent. Additional Rent is Tenant's Pro-Rata Percentage (hereinafter defined) of the actual increase in the Real Estate Taxes over the base tax year of July 1, 2013 to June 30, 2014 (hereinafter defined) on the Property plus, calculated separately, the increase in the Operating Expenses (hereinafter defined) of the Property, adjusted to reflect 95% occupancy (unless 96% or more is leased) over the base calendar year 2014 (the "Base Year"). The first adjustment for Real Estate Taxes and Operating Expenses shall be the first day of January 2015. Tenant's Pro-Rata Percentage is 2.30%:
- (c) "Operating Expenses" shall mean all costs incurred and expenditures of whatever nature named by the Landlord, whether directly or by allocation, in the operation, management, repair, cleaning and maintenance of the Property, related equipment and facilities and appurtenant parking and landscaped areas, if any, heating and cooling equipment, including but not limited to the following: (1) all costs for fire, extended coverage, casualty, liability, worker's compensation, rental interruption insurance, and all other bonds and insurance as may be required by the holder or guarantor of the mortgage upon the Building in which the Premises are located, or otherwise reasonably required; (2) water and sewer charges; (3) fuel charges; (4) heating, ventilating and air conditioning equipment and filter service contracts; (5) rubbish removal; (6) electricity charges, including without limitation, the cost of electric current for the operation of elevator(s), if any, and public lights inside and outside the Building, and the parking area(s), if any; (7) security service equipment contracts, if any; (8) exterminating services and contracts; (9) wages, including all fringe benefits, federal and state payroll, unemployment and old age taxes paid by Landlord on account of all employees who are employed in, about or on account of the Property, the Building or other improvements of which the Premises are a part. Employees shall include administrative and overhead personnel; (10) the cost of labor and materials used in cleaning the Building, surrounding areaways and windows in the Building, and the parking area(s), if any; (11) supplies; (12) elevator service contracts, if any; (13) all costs for

permits and fees, except those associated with work undertaken solely for an individual tenant; (14) the cost of any capital improvements or additions made to the Building and the parking area(s), if any, after the commencement of the term of this Lease, such costs thereof to be amortized over such improvement's or addition's useful life together with interest on the unamortized balance at the rate of two percent (2%) above the prime rate from time to time charged by Bank of America, N.A., or its successor, or such higher rate as may be paid by Landlord for funds borrowed to construct said capital improvements or additions, it being agreed that in each Lease Year there shall be included in Operating Expenses only such years allocable share of the amortization and interest; (15) all costs, expenses and fees incurred in the management of the Building, and all asset management fees; (16) all fees, dues, assessments or charges with respect to the Building, Property, and/or common areas of the business park in which the Property may be located on account of any existing or future business improvement district, or similar association or designation affecting the Building and/or Property.

- (d) "Real Estate Taxes" are defined as all real estate taxes and assessments (except as hereinafter provided) that are levied or assessed against the Property and paid by Landlord, or any taxes which shall be levied on the rentals for the Building in lieu of or in addition to any such real estate taxes, and paid by Landlord. The tax during any calendar year in respect to which Tenant is obligated to pay its Pro-Rata Percentage of an increase in real estate taxes shall be subject to adjustment to take into account the final determination in the event that real estate taxes are contested. Any real estate tax increase or decrease for any calendar year during the Term shall be apportioned so that Tenant shall pay or receive its Pro-Rata Percentage of only that portion of the real estate tax increase or decrease for such year as falls within the Term.
- (e) Commencing January 1, 2015, Landlord shall estimate the amounts payable by Tenant for Additional Rent. The amounts of said estimates shall be divided into equal monthly payments which shall be paid by Tenant in advance, commencing with the Tenant's first regular monthly rental payment on January 1, 2015, along with Tenant's regular monthly rental payment. Within ninety (90) days following the end of each calendar year for which Additional Rent is payable, Landlord shall furnish to Tenant a statement of actual Operating Expenses and Real Estate Taxes for such calendar year in reasonable detail and prepared in accordance with sound accounting practices. Upon furnishing of such statement, the monthly payments of estimated Additional Rent made by Tenant with respect to the subject calendar year shall be reconciled with the actual Additional Rent for such calendar year on the basis of such statement. If the actual Additional Rent for the calendar year exceeds the total of the monthly payments of estimated Additional Rent for such Calendar year, then Tenant shall pay the amount of such excess to Landlord within thirty (30) days after Landlord delivers the statement to Tenant. If the total monthly payments of estimated Additional Rent for the calendar year exceeds the actual Additional Rent for the calendar year, then Tenant shall receive a full credit against the monthly payments of Additional Rent subsequently until such excess is exhausted or, if this Lease has terminated, such excess shall be refunded to Tenant within thirty (30) days after such termination.
- (f) At Tenant's written request provided to Landlord at least thirty (30) days prior and no more than once every twelve months, Landlord shall make available to Tenant and Tenant's

agents, employees and accountants, for inspection from time to time during business hours at the office of Landlord's property manager, Landlord's records of Operating Expenses.

#### 3. TERM

Except as otherwise provided in Section 28, the term ("Term") of this Lease shall commence no later than April 1, 2014, or sooner and at such date if the Premises have been substantially completed, excepting "punch-list items," as set forth in Section 28 hereto, and upon Landlord receiving a Certificate of Occupancy, if applicable ("Commencement Date"), and shall continue for a period of sixty (60) months thereafter plus the remaining portion of any unexpired calendar month at the end of the Term (the "Expiration Date"). If Tenant does not yield up the Premises at the termination of the lease without a renewal, the hold over lease rate shall be Rent plus fifty percent (50%).

Provided Tenant is not in default, Tenant shall have one five (5) year renewal option ("Renewal Option Term") provided that Tenant provides Landlord with prior written notice ("Renewal Notice") not less than nine (9) months prior to the end of the current term, time being of the essence. The revised Base Rent ("Revised Base Rent") for the Renewal Option Term shall be at 100% of the fair market rent, but in no event less than Base Rent plus Additional Rent for the last year of the current Term. Pursuant to Tenant's renewal option, within forty-five (45) days of receipt of the Renewal Notice, Landlord shall give Tenant written notice ("Rate Notice") of Landlord's designation of the Revised Base Rent for the option term and Tenant may extend the Term based on such Revised Base Rent plus Additional Rent as provided for herein. Upon determination of the Revised Base Rent, the parties shall, subject to the paragraph immediately below, promptly execute an agreement modifying the Base Rent and thereupon the term and the termination date shall be so extended without any further action by either party.

If Tenant does not wish to accept the Revised Base Rent as designated by Landlord in the Rate Notice, within fifteen (15) business days after the receipt of Landlord's Rate Notice, Tenant shall designate a rental rate acceptable to Tenant. If within fifteen (15) business days thereafter, the parties have not agreed upon a Revised Base Rent, then either party may request an appraisal of the fair market rent by giving notice to the other of the appointment of an appraiser. The other party shall then appoint an appraiser and those two appraisers shall promptly appoint a third appraiser; if they fail to appoint such third appraiser within ten (10) business days after the appointment of the second appraiser, then either Landlord or Tenant, upon notice to the other, may request the appointment of a third appraiser by the then President of the Hartford County Real Estate Board, or similar body. The three appraisers shall jointly make the required appraisal within thirty (30) days after the third appraiser is appointed and if they cannot agree, the average of the two closest appraisals will be accepted by the parties as the fair market rent, unless the average of all three appraisals (the "Average Appraisal") equals one of the three appraisals, in which case the Average Appraisal will be accepted by the parties as the appraisal of the fair market rent. The decision of the appraisers shall be final and conclusive on the parties and costs thereof shall be borne equally by Landlord and Tenant. All appraisers appointed hereunder shall be independent MAI appraisers with at least ten (10) years' experience and familiar with commercial, multi-tenant property lease values (including rental rates, concessions and tenant improvement allowances) in the Hartford County and/or Windsor, Connecticut area.

#### 4. INTENTIONALLY DELETED

#### 5. BROKERAGE

Landlord and Tenant have not dealt with any real estate agent or broker in connection with this Lease other than CB Richard Ellis - N.E. Partners, LP on behalf of Landlord ("the Broker"). Landlord and Tenant hereby agree to indemnify and hold each other harmless from any claims arising from other real estate agents or brokers related to this Lease transaction. Landlord shall be solely responsible to compensate Broker in accordance with Landlord's agreement with CB Richard Ellis - N.E. Partners, LP.

#### 6. NOTICES

Any notice required or permitted to be given hereunder must be in writing and may be given by personal delivery, facsimile transmission or by mail, and if given by mail shall be deemed sufficiently given if sent by registered or certified mail or overnight mail to the following addresses:

If to Landlord:

Vantis Life Insurance Company

200 Day Hill Road Windsor, CT 06108

Attn: Scott Smith, Exec. Vice President

Tel. (860) 298-6000 Fax (860) 298-5413

If to Tenant:

After April 1, 2014:

Capital Area Substance Abuse Council, Inc.

200 Day Hill Road Windsor, CT 06095

Attn: Thomas Steen, Executive Director

Tel: Fax:

Either party may by written notice to the other specify a different address for notice purposes.

#### 7. USE

The Premises shall only be used for Tenant's general offices and for no other purpose. The use shall conform with all applicable local, state and federal laws and regulations. Tenant agrees to abide by the rules and regulations enforced by the Landlord attached hereto as Exhibit B.

#### 8. SERVICES, PARKING AND SIGNAGE

Landlord shall provide all utility services, including, electricity, heat, water, gas for the Building, as well as basic cleaning and janitorial services (weekly, Monday through Friday, as defined below, excluding legal Holidays) for the Premises. Landlord shall provide heat, ventilation, and air conditioning, through the existing building systems, Mondays through Fridays, 8:00 a.m. to 6:00 p.m., and Saturdays, 8:00 a.m. to 1:00 p.m., except on the following Legal Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day. Additional heat and air conditioning hours as requested at least twenty-four (24) hours in advance by the Tenant shall cost \$50.00 per hour, subject to increase proportionate to utility company percentage increase per kilowatt hour. Landlord shall charge a reasonable fee to Tenant if Tenant requests additional services from Landlord.

The Premises shall be accessible to the Tenant 24 hours a day, seven days a week via a proximity card reader. Tenant, at is sole cost and expense, may install and maintain its own security system for the Premises subject to prior approval of Landlord which approval shall not be unreasonably withheld. In the event that Tenant does install its own security system, Tenant shall promptly, upon completion of the same, provide Landlord with an access card or other means to gain access to the Premises pursuant to this Lease provided, however, that Landlord shall maintain such security access numbers and/or cards in confidence and shall secure any such information providing it only to employees who have a need to know.

Tenant shall not place a load upon any floor of the Premises which has not been approved by the Landlord or its architects or which is prohibited by law or that exceeds the safe capacity thereof.

Landlord shall not be liable for the interruption, curtailment, stoppage or suspension of services and utilities under this section when necessary by reason of accident or emergency or suspension of utility services or when necessary for repairs, alterations, replacements or improvements desirable or necessary in the reasonable judgment of the Landlord or for any cause beyond the control of the Landlord.

Landlord shall provide six (6) parking spaces to Tenant on an unreserved non-exclusive basis at no additional cost. Tenant acknowledges that Tenant parking is prohibited in the "circle" located in front of the main entrance to the Building, which area is for visitor only parking.

Landlord, at Landlord's sole expense, shall provide building standard directory signage in the main lobby and in the elevator lobby on Tenant's designated floor as well as at the entrance to Tenant's suite. If Tenant prefers, Tenant, at Tenant's expense, will have the right to use its standard graphics at the entrance to its space subject to Landlord's prior approval which approval shall not be unreasonably withheld. Landlord shall also provide standard exterior monument signage in common with other tenants.

#### 9. REPAIRS

(a) Landlord shall maintain and repair all structural portions, all mechanical, electrical and plumbing systems it has or will install and the exterior of the Building and the Land, including all common areas, in good working order. (b) Tenant shall maintain the Premises including all mechanical, electrical and plumbing systems installed by Tenant within the Premises, all partitions, non load-bearing walls, floor coverings within the Premises, doors, all telephone and data communication wiring and furniture installed by or for Tenant, and all other portions thereof in the condition at the time of the delivery to Tenant, but in all events in good and tenantable working order, condition and repair, and will maintain, repair and replace the same when necessary, except only for reasonable wear and tear and damage due to casualty. If Landlord so elects upon written request by Tenant, Landlord shall make or cause to be made such interior repairs for Tenant, in which event Tenant shall reimburse Landlord for all costs thereof, plus ten percent (10%). If Tenant desires to make such repairs, it shall be permitted to use its own contractors upon Landlord's prior approval, which approval shall not be unreasonably withheld.

#### 10. YIELD-UP AND FIXTURES

Tenant's improvements and permitted alterations in good order, repair and condition, fire or unavoidable casualty and reasonable use and wear excepted. Prior to the commencement of this Lease, Landlord and Tenant shall agree on a written schedule of improvements that Landlord requests the Tenant to remove from the Premises upon the termination of the Lease. In addition, Tenant shall, before the termination of this Lease, remove all furniture, fixtures and personal property of Tenant and any and all wires (telephone, fiber, cable, data and communication) installed by or on behalf of Tenant unless otherwise allowed to be left in place by Landlord, in writing from the Premises. Tenant shall pay the Landlord for any and all damages to the Premises resulting from the removal of furniture, fixtures and personal property of the Tenant.

#### 11. CHANGES AND ALTERATIONS

Tenant shall not make any changes or alterations to the Premises after the commencement of this Lease without Landlord's prior written consent, provided that such consent shall not be unreasonably withheld with respect to non-structural alterations. Tenant shall reimburse Landlord for any and all reasonable expenses incurred by Landlord in reviewing plans and specifications and for inspection and oversight of any changes and alternations. Tenant, at its expense, shall obtain all necessary governmental permits and certificates for the commencement and prosecution of alterations and for final approval thereof upon completion, and shall cause alterations to be performed in compliance therewith and with all applicable law and requirements of public authorities and with all applicable requirements of insurance bodies. Alterations shall be diligently performed in a good and workmanlike manner, using new materials and equipment at least equal in quality and class to the original installations of the Building and shall not interfere with or delay in Landlord's operation, repair or maintenance of the Building.

In the course of any work for such changes or alterations, Tenant, at its expense, shall carry or cause to be carried, worker's compensation insurance in statutory limits, employer's

liability in a minimum amount of One Hundred Thousand Dollars (\$100,000), commercial general liability insurance, including completed operation endorsement, and broad form general liability endorsement and comprehensive auto liability, including owned, non-owned and hired vehicles, for any occurrence in or about the Building, in such limits as set forth in Section 12, with insurers licensed and have a Best's Insurance Guide rating of B+ or better.

#### 12. INDEMNITY AND INSURANCE

- (a) The Tenant shall hold the Landlord and Landlord's agent, CB Richard Ellis-N.E. Partners, LP or its successors ("Agent") harmless against any liability arising from the Tenant's use of the Premises or conduct of business thereon, including, without limitation, any claim arising from any environmental condition or contamination caused by the Tenant unless such liability arises out of Landlord's and Agent's gross negligence or intentional act. Tenant shall at Tenant's expense, obtain and keep in force at all times during the term of this Lease comprehensive general liability insurance including broad form general liability endorsement and contractual liability and property insurance insuring Tenant's personal property. Insurance required of Tenant shall be in companies licensed and have a Best's Insurance Guide rating of B+ or better. Tenant will provide a reporting endorsement that names Landlord and Agent as an additional insured for the Term hereof and for periods after any such coverage ceases, and to the extent any such reporting endorsement is not in effect, Tenant shall indemnify and hold, Landlord and Agent harmless from and against any loss, liability, or damage that would have been covered by such policies if they were on an occurrence basis; the aforesaid indemnity shall survive the termination of this Lease. All policies of insurance maintained by Tenant shall be in form and amounts reasonably acceptable to Landlord, but in no event shall the commercial general liability coverage be less than \$2,000,000 combined single occurrence limits, and \$5,000,000 in the aggregate with satisfactory evidence that all premiums have been paid. Tenant agrees not to knowingly violate or permit to be violated any of the conditions or provisions of the insurance policies required to be furnished hereunder, and agree to promptly notify the Landlord of any fire or other casualty. Tenant, on or before taking occupancy of the Premises, shall provide Landlord with a certificate of insurance evidencing the above coverage and with an endorsement that such insurance shall not be cancelled by the insurer without at least thirty (30) days prior notice to Landlord.
- (b) Landlord shall, during the Term hereof, maintain property insurance on the Building insuring at least ninety percent (90%) of the full replacement cost thereof. The policy shall include fire and extended coverage perils.
- (c) All fire and extended coverage insurance maintained by Landlord and Tenant on the Premises and the Building shall include a waiver by the insurer of all right of recovery against the Landlord or Tenant in connection with any loss or damage by fire or peril included within fire and extended coverage insurance and neither party shall be liable to the other for loss or damage resulting from such included peril and further, Landlord and Tenant each release the other from any and all claims with respect to any such loss to the extent of the insurance proceeds paid with respect thereto.

#### 13. SUBLEASING

- (a) Tenant may assign this Lease or sublet the Premises, subject to prior written approval by the Landlord which approval shall not be unreasonably withheld or delayed, provided that any sublease payments greater than the Rent under this Lease shall be shared 50/50 with the Landlord. Any sublease or assignment of this Lease shall not extinguish the Tenant's obligations to the Landlord under this Lease. Tenant may assign or sublet this Lease to any parent, subsidiary, affiliate or related entity of Tenant without Landlord's consent provided that Tenant provides at least ninety (90) days prior written notice to Landlord and further provided that such assignment or sublease shall not extinguish Tenant's obligations under this Lease.
- (b) It is agreed that in lieu of withholding or granting its approval, Landlord may, within thirty (30) days of receipt of a request for approval from Tenant, cancel this Lease as to the entire Premises if Tenant requests an assignment or as to so much of the Premises as Tenant has proposed for subletting. If Landlord shall elect to cancel this Lease as to all or a portion of the Premises, it shall give Tenant written notice of its election, containing a "termination date" which shall be not less than sixty (60) or more than one hundred twenty (120) days from the receipt by Landlord of Tenant's request to assign or sublet, and on that "termination date" Tenant shall surrender the Premises or portion thereof for which this Lease has been canceled, in accordance with the provisions of this Lease and Tenant shall have no further liability hereunder, except for any outstanding Rent, Additional Rent or any other claims of Landlord pursuant to this Lease existing as of the date of termination. If the cancellation shall be to a portion of the Premises only, then the Rent shall be adjusted proportionately to reflect said cancellation.

#### 14. ACCESS

- (a) Landlord's agents, employees, contractors, prospective purchasers and prospective tenants shall have the right to enter the Premises at reasonable hours upon notice to the Tenant for the purpose of inspecting the same, and Landlord, its employees, agents and contractors shall have the right to enter the Premises at any time for the purpose of making repairs thereto and to the Building and its mechanical systems.
- (b) Landlord shall, whenever possible, except in the event of an emergency, give Tenant at least forty-eight (48) hours' notice (which may be oral) of any scheduled repair or maintenance in the Premises. Landlord shall give Tenant reasonable notice (which may be oral) of any walk-through of the Premises. All entries shall be coordinated with Tenant to minimize interference with the Tenant's business operation.

#### 15. DEFAULT

(a) In the event of the default of Tenant to pay Rent by the 10<sup>th</sup> day of each month, or if the Tenant shall default in the performance or observance of any other Lease covenant or condition, Landlord may give Tenant notice of such non-monetary default and, if Tenant does not cure such default within ten (10) days after the giving of such notice (or, if such non-monetary default is of such nature that it cannot be cured within such ten (10) days, if Tenant does not promptly commence a good faith effort to cure such default during such ten (10) day period) or if Tenant shall abandon the Premises without making all necessary rental payments

and without complying with Tenant's other Lease obligations, then Landlord, at its option, may terminate this Lease without further notice.

- (b) Following the occurrence of a default, Landlord may do any one or more of the following:
- (i) perform, on behalf and at the expense of Tenant, any obligation of Tenant under this Lease which Tenant has failed to perform, the reasonable cost of which performance by Landlord shall be payable by Tenant to Landlord upon demand;
- (ii) terminate this Lease and the tenancy created hereby by giving notice of such election to Tenant;
- (iii) re-enter the Premises by summary proceedings, or otherwise, and remove Tenant and all other persons and property from the Premises, and store such property in a public warehouse or elsewhere at the cost of and for the account of Tenant without Landlord being liable for trespass or for any loss or damage occasioned thereby; and
- (iv) exercise any other legal or equitable right or remedy Landlord may have, provided that Landlord shall not be permitted to sell any assets of Tenant.
- (c) If this Lease or Tenant's possessory interest pursuant thereto is terminated by Landlord pursuant to this Section, Tenant nevertheless shall remain liable for all damages to Landlord permitted by law.

Any and all rights and remedies which Landlord may have under this Lease, at law or in equity, shall be cumulative and shall not be deemed inconsistent with each other and any two or more or all of such rights and remedies may be exercised at the same time.

If upon any default by Tenant hereunder, Landlord shall employ the services of counsel to enforce any provisions of this Lease, Tenant shall pay as Additional Rent, on demand, the Landlord's reasonable costs thereof and any other expenses of the collection of any amounts due hereunder solely when Landlord obtains an appropriate final judgment in its favor.

#### 16. LIMITATION OF LIABILITY.

Anything in this Lease to the contrary notwithstanding, Tenant agrees that it shall look solely to the estate and property of Landlord in the Building, and subject to the prior rights of any mortgagee of the Land and Building, for the collection of any judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms, covenants and conditions of this Lease to be observed and/or performed by Landlord and no other assets of Landlord shall be subject to levy, execution or other procedures for the satisfaction of Tenant's remedies.

#### 17. FORCE MAJEURE

Landlord and Tenant shall each be excused for the period of any delay in the performance of any obligations hereunder, when prevented from so doing by cause or causes beyond each party's control which shall include, without limitation, all labor disputes, civil commotion, war, war-like operations, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, or through acts of God. Provided:

- (a) nothing contained in this Section or elsewhere in this Lease shall be deemed to excuse or permit any delay in the payment of any sums of money required hereunder, or any delay in the cure of any default which may be cured by the payment of money;
- (b) no reliance by Tenant upon this Section shall limit or restrict in any way Landlord's right under Section 23; and
- (c) neither party shall be entitled to rely upon this Section unless it shall advise the other party in writing, of the existence of any force majeure preventing the performance of an obligation of said party within a reasonable time after the commencement of the force majeure.

#### 18. FIRE OR OTHER CASUALTY

If (i) the Premises should be damaged as a result of risk which is not covered by Landlord's insurance, or (ii) the Building should be damaged to the extent of fifty percent (50%) or more of the then monetary value thereof, or if any or all of the Building or the common areas thereof are damaged to the extent that the Building cannot, in the sole judgment of Landlord, be operated as an integral unit, Landlord may either elect to repair the damage or may cancel this Lease by notice of cancellation within sixty (60) days after such event and thereupon this Lease shall expire, Tenant shall vacate and surrender the Premises to Landlord within thirty (30) days of such notice and the Tenant shall have no further liability hereunder from the date of the loss. If Landlord elects to repair or restore, Landlord shall notify Tenant within sixty (60) days of the casualty of the estimated time to complete such work. In the event that Landlord estimates that the Premises cannot be restored within one hundred eighty (180) days after the casualty, the Tenant shall have the right to terminate this Lease within thirty (30) days from the date of notice from Landlord and the Tenant shall have no further liability hereunder from the date of the loss. If Tenant elects not to terminate this Lease, Rent shall be abated during such time that Tenant is unable to occupy the Premises and shall resume upon receipt by Tenant of a certificate of occupancy, if required. Should such casualty occur during the last year of the term of this Lease, either party may terminate this Lease with thirty (30) days prior written notice to the other party.

#### 19. CONDEMNATION

If at any time during the term of this Lease all or materially all of the Premises or the Building or so much of the Premises or the Building that the remaining area can no longer properly be used for the purpose of which the same was being used prior to such taking shall be taken by condemnation or eminent domain or for any public or quasi-public use under any statute, this Lease shall terminate and expire on the date that the Tenant shall be deprived of possession by the taking authority, and the Rent provided to be paid by the Tenant shall be

apportioned and paid to the date of such taking. In such event, any award received or sum accepted by a compromise disposition or otherwise on or as a result of such condemnation or taking shall be distributed to the Landlord only. The Tenant shall have the right to file and receive compensation for relocation benefits, including but not limited to, moving expenses and costs or loss to which the Tenant might be put in removing the Tenant's equipment.

If at any time during the term of this Lease any lesser portion of the Premises or Building than that described above shall be taken in any eminent domain or condemnation proceeding, then this Lease shall continue and Rent shall thereafter be proportionately reduced for the remainder of the Term.

#### 20. ESTOPPEL CERTIFICATES

Tenant shall, within ten (10) days of written request by Landlord, execute and deliver to Landlord a written declaration in recordable form: (1) ratifying this Lease; (2) expressing the commencement and termination dates thereof; (3) certifying that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended (except by such writings as shall be stated); (4) that all conditions under this Lease to be performed by Landlord have been satisfied (or specifying those conditions that have not been satisfied); (5) that there are no defenses or offsets against the enforcement of this Lease by Landlord, or stating those claimed by Tenant; (6) the amount of advance Rent, if any, (or none if such is the case) paid by Tenant; (7) the date to which Rent has been paid; and (8) the amount of security deposited with Landlord. Such declaration shall be executed and delivered by Tenant from time to time as may be requested by Landlord. Landlord's mortgage lenders or purchasers shall be entitled to rely upon same.

#### 21. MECHANICS LIENS

Tenant shall not permit any mechanic's or other lien or charge to be filed against the Premises, the Building or the real property owned by Landlord on which the Building is located, by reason of any act of Tenant or anyone holding the Premises through or under Tenant. If any such mechanics' or other lien or charge shall at any time be filed against the Premises, the Building or such real property, Tenant shall immediately cause the same to be discharged of record, by any lawful means, in default of which Landlord may, on 30 days' notice to Tenant, discharge the same, and all costs and expenses, including attorneys' fees, incurred by Landlord in procuring such discharge shall be payable by Tenant to Landlord as additional rent upon demand, provided that if, within said 30 day period, Landlord shall so request, Tenant shall indemnify Landlord, Landlord's mortgagee, a buyer of the Building from Landlord, or any of their title insurance companies, against the underlying liabilities which is the basis for such mechanic's lien.

#### 22. SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT

This Lease shall, at Landlord's option, be subordinate to the lien of any mortgage which may now or hereafter affect the real property of which the Premises form a part, and to all renewals, modifications, consolidations, replacements, and extensions thereof, provided that the

holder of any such instrument agrees in writing not to disturb the Tenant's rights under this Lease as long as the Tenant is not in default hereunder. In confirmation of such subordination, Tenant shall execute promptly any subordination and non-disturbance agreement that Landlord may request.

Tenant shall attorn to any foreclosing mortgagee, purchaser at a foreclosure sale or purchaser by deed in lieu of foreclosure, but no such mortgagee or purchaser shall be (a) liable for any act or omission of Landlord, (b) bound by any payment of rent, additional rent or other charge made more than ten (10) days in advance of the due date thereof, or (c) bound by any assignment, surrender, termination, cancellation, amendment or modification of this lease made without the express written consent of any such mortgagee that holds its mortgage on the Building.

#### 23. LANDLORD'S RIGHT TO CURE BREACH

In the event of any breach of this Lease by Tenant, and following the Landlord's satisfaction of any notice obligations, and the expiration of any cure periods, applicable thereto, Landlord may, at Landlord's sole option, at any time, without notice, cure such breach for the account and the expense of Tenant. If Landlord so elects to cure any such breach, the sums so paid and costs expended by Landlord shall be paid by Tenant to Landlord with interest at the rate of Prime Rate plus five percent (5%) per annum as Additional Rent, upon demand.

#### 24. RECORDING

Tenant shall not record this Lease nor a notice or memorandum of this Lease. Any such recording shall constitute a default under this Lease.

#### 25. ENTIRE AGREEMENT

- (a) This Lease and the Exhibits set forth the entire agreement between the parties. Any prior conversations or writings concerning the Premises are merged herein and extinguished. No subsequent amendment to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by both Landlord and Tenant. Submission of this Lease for examination does not constitute an option for the Premises and becomes effective as a lease only upon execution and delivery thereof by Landlord to Tenant. The failure of Landlord to insist in anyone or more instances upon the strict performance of anyone or more of Tenant's obligations under this Lease, or to exercise any election herein contained, shall not be construed as a waiver or relinquishment for the future of the performance of such one or more obligations of this Lease or of the right to exercise such elections.
- (b) No payment by Tenant, or acceptance by Landlord, of a lesser amount than shall be due from Tenant to Landlord shall be treated otherwise than as a payment on account. The acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant. Landlord agrees to notify Tenant if

Tenant fails to pay the full amount of any payment due to Landlord, but no such notice, nor failure by Landlord to give such a notice, shall affect any late fees payable by Tenant as a result of such failure.

### 26. HEIRS, ASSIGNS, NUMBER AND GENDER

This agreement shall be binding upon the parties hereto and their successors and assigns.

#### 27. REPRESENTATIONS

Tenant hereby represents and warrants that Tenant is a corporation duly organized, validly existing, and in good standing under the laws of the State of Connecticut with full power and authority to conduct its business as now conducted and to enter into this Lease and perform its obligations hereunder. This Lease has been duly authorized, executed, and delivered by Tenant and Tenant knows of no state of facts, after due inquiry, that would prevent this Lease from constituting a valid and binding obligation of Tenant, enforceable against it in accordance with its terms.

#### 28. LANDLORD'S IMPROVEMENTS, CONDITION OF PREMISES

(a) Landlord will provide Tenant with a build-out at no charge to Tenant, except as noted below, including space planning and architectural design services, including all reasonably necessary construction drawings ("Construction Drawings") attached hereto as <a href="Exhibit C">Exhibit C</a>, reasonably necessary for Landlord to build-out the Premises utilizing Building Standard materials and specifications (the "Landlord's Work"). Landlord's Work shall be performed in a good and workmanlike manner in accordance with applicable laws and regulations. Excluded from such Landlord's Work are any and all special equipment specific to Tenant's needs, including but not limited to antennas, supplemental cooling, furniture and telecommunication and data wiring.

Tenant may request changes to the Landlord's Work ("Additional Landlord's Work") (which request shall include plans and specifications as may be reasonably requested by Landlord) subject to Landlord's approval, which approval shall not be unreasonably withheld, provided Tenant shall be solely responsible for any and all additional cost and expense for the Additional Landlord's Work due to such approved changes. Tenant shall pay Landlord for such additional cost and expense within ten (10) days of receipt of Landlord's invoice for the same.

Landlord shall exert reasonable commercial efforts to complete Landlord's Work and deliver the Premises to the Tenant by April 1, 2014. Tenant delays, caused by changes in plans or specifications by Tenant, Additional Landlord's Work or from specified materials that have a lead time in ordering too lengthy to be obtained in a timely manner that cause the completion date to be past April 1, 2014 shall be the responsibility of Tenant. Reasonable delay by Landlord in delivery of possession of the Premises to the Tenant will not render this Lease void or voidable. In the event that Landlord's Work has not been Substantially Completed by May 1, 2014, the Tenant shall be entitled to an abatement of Rent of one day for each day that delivery of the Premises is delayed beyond May 1, 2014. Substantial Completion or Substantially

Completed shall mean that the Premises are sufficiently complete for the Tenant's use and occupancy, including the issuance of a certificate of occupancy, as may be required, excepting the Landlord's completion of reasonable "punch list" items.

- (b) Tenant or its agents on Tenant's behalf has inspected the Premises and the Building and is thoroughly acquainted with their condition and takes the Premises "AS IS" "WHERE IS", subject however, to the satisfactory construction and completion of the Landlord's Work set forth above, and the taking of possession of the Premises by Tenant shall be conclusive evidence that the Premises and the Building were in good and satisfactory condition at the time possession was taken by Tenant except to all latent defects or those defects which could not be discovered upon reasonable inspection by Tenant. Neither Landlord nor Landlord's agents have made any representations or promises with respect to the condition of the Building, the Premises, the land upon which the Building is constructed, or any other matter or thing affecting or related to the Building or the Premises, except as herein expressly set forth, and no rights, easements or licenses are acquired by Tenant by implication or otherwise except as expressly set forth in this Lease.
- (c) Subject to the satisfactory progress of the Landlord's Work and at the reasonable discretion of the Landlord, Tenant, at its sole cost and expense, shall be allowed early access to the Premises prior to the expected Commencement Date, without charge, to allow for setting-up furniture, fixtures and equipment. Tenant's vendors and contractors shall be allowed to access the Premises prior to the expected Commencement Date as reasonably required and in coordination with Landlord's Work, free of charge, to allow for the installation of wiring and related equipment for Tenant's telecommunication systems and computer systems. In no event shall Tenant or Tenant's vendors and contractors interfere with the completion of Landlord's Work or Additional Landlord's Work by Landlord and Tenant shall be responsible to Landlord for any and all damages suffered by Landlord due to such early access. Prior to such early access to the Premises, Tenant shall provide Landlord with a Certificate of Insurance complying with the insurance requirements set forth in Sections 11 and 12.

#### 29. RELOCATION

Landlord reserves and shall have the right to relocate Tenant upon sixty (60) days prior written notice, at Landlord's sole cost and expense, including the reasonable costs of a moving company, the relocation/tear down and reinstallation of any existing furniture, fixtures and equipment, for telephone and data communication wiring costs, and for any other related costs necessitated by such relocation. The relocation space would be of similar size in the Building and would include Tenant improvements similar to Tenant's then existing Premises.

#### 30. HAZARDOUS SUBSTANCE

(a) For the purpose of this Section 30, "Hazardous Substance" shall mean any waste, substance or other material which may be dangerous to health or environment, including, without limitation all "hazardous waste," "hazardous material," "hazardous substance," "toxic substance," "oil," "infectious medical waste" and "hazardous medical waste" as defined in any federal, state

or local law, regulation or ordinance, or otherwise, including without limitation Section 22a-448 of the Connecticut General Statutes.

- (b) Tenant shall not dump, flush or in any way introduce any Hazardous Substance, which are regulated under the Resource Conservation and Recovery Act of 1976, as amended, (42 D.S.C. Section 6901, et seq. "RCRA") the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended (42 U.S.C. 9601 et seq. ("CERCLA"), the Superfund Amendments and Authorization Act of 1986 (SARA"), Public Law 99-499, 100 Stat. 1613 et seq., and/or any other applicable municipal, federal or state law, ("Environmental Laws") into the sewerage, drainage or other waste disposal system serving the Premises, the Building or the Property.
- (c) Except for the storage and use of reasonable amounts of common office supplies that may contain Hazardous Substances, Tenant shall not generate, use, store or dispose of any Hazardous Substance regulated under RCRA, CERCLA, SARA and/or any other applicable municipal, federal or state environmental law, in or on the Premises, the Building or the Property, nor transport any Hazardous Substance from the Premises, the Building or the Property except in compliance with RCRA, CERCLA, SARA, and any other applicable municipal, federal or state environmental law.
- (d) Tenant shall promptly notify Landlord in writing of any incident in the Premises, or the Building or the Property which might require the filing of a notice under any statute described in Section 30 of this Lease.
- (e) Tenant shall indemnify and hold Landlord harmless from any and all costs, liabilities, demands, claims, civil or criminal actions, or causes of action, civil or criminal penalties, fines, losses, liens, assessments, damages, liabilities, costs, disbursements, expenses or fees of any kind or any nature (including without limitation all clean-up costs and attorneys' fees) which may at any time be imposed upon, incurred by or asserted or awarded against Landlord arising out of or on account of Tenant's failure to comply with the provisions of Section 30 of this Lease, whether due to any action or omission of Tenant.
- (f) Landlord represents to Tenant that, to the best of its knowledge, the Premises and Building are presently free of asbestos, toxic waste, underground storage tanks and other Hazardous Substances in amounts exceeding legally established maximum thresholds. Landlord shall comply with all applicable Environmental Laws.
- (g) The provisions and covenants of this Section 30 shall survive the expiration or earlier termination of the term of this Lease.

#### 31. AMERICANS WITH DISABILITIES ACT

Landlord, at its sole cost and expense, shall ensure that the Premises as it exists on the Commencement Date (excluding therefrom any special Tenant equipment or facilities) and for the Term hereof the common areas of the Property comply with the applicable provisions of the Americans with Disabilities Act of 1990, as amended.

#### **32. FUNDING APPROPRIATIONS**

Landlord acknowledges that the Tenant is a nonprofit, tax exempt Connecticut corporation regional action council and, as such, Tenant's ability to comply with the terms of this lease, including payment of rent and other monetary claims by the Landlord, is entirely dependent upon an annual appropriation of funds by the State of Connecticut pursuant to Connecticut General Statutes Section 17a-671 and administered by the Department of Mental Health and Addictions Services. In the event Tenant does not receive any said appropriation, the Tenant's obligations under this Lease shall be terminated upon written notice to the Landlord, effective as of the date its State of Connecticut funding expires. Notwithstanding the preceding, the Tenant shall not be relieved or released from its Lease obligations due and accruing prior to the effective date of its loss of funding from the State of Connecticut.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year written below.

LANDLORD: Wantis Life Insurance Company

By:

TENANT: Capital Area Substance Abuse Council, Inc.

Name: Thomas Steen

Its Executive Director

3/20/14,2014

## EXHIBIT A PREMISES

[Landlord to Provide Floor Plan]

### EXHIBIT B RULES AND REGULATIONS

- 1. The sidewalks, entrances, passages, courts, elevators, vestibules, stairways, corridors or halls of the Building shall not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the Premises demised to Tenant.
- 2. No awning or other projection shall be attached to the outside walls or windows of the Building without the prior written consent of Landlord. No curtains, blinds, shades or screens shall be attached to or hung up, or used in connection with, any window, door of the Premises demised to any tenant, or occupant, without the prior written consent of Landlord. Such awnings, projections, curtains, blinds, shades, screens or other fixtures must be of a quality, type, design and color, and attached in a manner approved by Landlord in writing.
- 3. No sign, advertisement, object, notice or other lettering shall be exhibited, inscribed, painted or affixed on any part of the outside of the Premises demised to Tenant without the prior written consent of Landlord which shall not be unreasonably withheld. Interior signs on doors and directory tables, if any, shall be of a size, color and style approved by Landlord in writing.
- 4. The sashes, sash doors, skylights, windows, and other doors that reflect or admit light and air into the halls, passageways, or other public places in the Building, shall not be covered or obstructed, nor shall any bottles, parcels, or other articles be placed on any window sills.
- 5. No show cases or other articles shall be put in front of or affixed to any part of the exterior of the Building, not placed in the halls, corridors, vestibules or other public parts of the building.
- 6. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags or other substances shall be thrown therein. Tenant shall not bring or keep, or permit to be brought or kept, any inflammable, combustible, explosive or hazardous fluid, material, chemical or substance in or about the Premises or Building.
- 7. Tenant shall not mark, paint, drill into, or in any other way deface any part of the Building or Premises except as part of normal interior decorating. No boring, cutting or stringing of wires shall be permitted, except with the prior consent of Landlord, and as Landlord may direct. Tenant shall not install any resilient tile or similar floor covering in the Premises except in a manner approved by Landlord in writing.
- 8. No bicycles, vehicles or animals of any kind shall be brought into or kept in or about the Premises except those animals accompanying the disabled. No cooking aside from the use of a microwave shall be done or permitted in the Building by Tenant without the

- written consent of Landlord. Tenant shall not cause or permit any unusual or objectionable odors to emanate from the Premises.
- 9. No space in the Building shall be used for manufacturing or for the storage of merchandise without the prior written consent of Landlord.
- 10. Tenants shall not make, or permit to be made, any unseemly or disturbing noises or disturb or interfere with other tenants or occupants of the Building or neighboring buildings or Premises whether by the use of any musical instrument, radio, television set or other audio device, unusual noise, whistling, singing or in any other way. Nothing shall be thrown out of any doors or windows.
- 11. No additional locks or bolts of any kind shall be placed upon any of the doors or windows, nor shall any changes be made to the locks or the mechanisms thereof. Tenant must, upon the termination of its tenancy, restore to Landlord all keys of stores, offices, toilet rooms, either furnished to, or otherwise procured by Tenant.
- 12. All removals from the Building or Premises, or the carrying in or out of the Building or Premises, of any safes, freights, furniture or bulky mater of any description must take place as such time and in such manner as Landlord or its agents may determine, from time to time in its reasonable discretion. Landlord reserves the right to inspect all freight to be brought into the Building and to exclude from the Building all freight which violates any of the Rules and Regulations or the provisions of the Tenant's Lease.
- 13. Tenant shall not engage or pay any employees in the Building, except those actually working for Tenant in the Building.
- 14. No vending machines of any description shall be installed, maintained or operated upon the Premises without the prior written consent of Landlord which shall not be unreasonably withheld. Landlord agrees to the installation by the Tenant of vending machines in the break area of the Premises located in the lower level of the Premises and coffee bars on the first and second floors of the Premises, provided such installation shall be at Tenant's cost.
- 15. Landlord shall have the right to prohibit any advertising by Tenant which, in the Landlord's opinion, tends to impair the reputation of the Building or its desirability as a building for offices, upon notice from Landlord, Tenant shall refrain from or discontinue such advertising.
- 16. Landlord reserves the right to exclude from the Building, between the hours of 6:00 p.m. and 8:00 a.m. on business days and at all hours on Saturdays, Sundays and holidays, all persons who are not employees of Tenant. Landlord will allow access to those persons for whom Tenant requests such access. Tenant shall be responsible for all persons for whom it requests such access and shall be liable to Landlord for all acts of such persons.

- 17. Tenant before leaving the Premises at any time, shall see that all entrance doors are locked and all windows closed. Corridor doors, when not in use, shall be kept closed.
- 18. Tenant shall provide artificial light in the Premises for Landlord's agents, contractors and employees while performing janitorial or other cleaning services and making repairs or alternations in said Premises.
- 19. Tenant's Premises shall not be used, or permitted to be used for lodging or sleeping, or any immoral or illegal purpose.
- 20. Any requirements or requests of Tenant of Landlord will be attended to only upon application at the office of Landlord. Building employees shall not be required to perform, and shall not be requested by Tenant to perform, any work outside of their regular duties, unless under specific instructions from the office of Landlord.
- 21. Canvassing, soliciting and peddling in the Building are prohibited and Tenant shall cooperate in seeking their prevention.
- 22. There shall not be used in the Building, by Tenant or by its agents or contractors, in the delivery or receipt of merchandise, freight or other matter, any hand trucks or other means of conveyance except those equipped with rubber tires, rubber side guards and such other safeguards as Landlord may require.
- 23. If the Premises become infested with vermin, Tenant; as its sole cost and expense, shall cause its Premises to be exterminated, from time to time, to the reasonable satisfaction of Landlord, and shall employ such exterminators therefore as shall be reasonably approved by Landlord in writing.
- 24. The Premises shall not be used, or permitted to be used, at any time without the prior written consent of Landlord, as a store for sale or display of goods, wares of merchandise of any kind, or as a restaurant, shop, booth, bootblack or other stand, or for conduct of any business or occupation which predominantly involves direct patronage of the general public in the Premises, or for manufacturing or for other similar purposes.
- 25. Tenant shall not clean any window of the Building from the outside.
- 26. Tenant shall not move, or permit to be moved, into or out of the Building or the Premises any heavy or bulky matter which may potentially cause damage to the common areas of the Building, without the written approval of Landlord, which shall not be unreasonably withheld, delayed or conditioned. If any such matter requires special handling, only qualified person shall be employed for such special handling. Tenant shall not place, or permit to be placed, on any part of the floor or floors of the Premises, a load exceeding the floor load per square foot, which floor was designed to carry and which is allowed by law. Landlord reserves the right to prescribe the weight and position of safes and other heavy matter, which must be placed, so as to distribute the weight.

- 27. With respect to work performed by Tenant in its Premises with the written approval of Landlord, Tenant shall refer all contractors, contractors' representatives and installation technicians to Landlord for its supervision, approval and control prior to the performance of any work or services. This provision shall apply to all works performed including installation of telephones, fax equipment, electrical devices and attachments, and installation of every nature affecting floors, walls, woodwork, trim, ceiling, equipment and any other physical portion of the Premises.
- 28. Landlord shall not be responsible for lost or stolen personal property, equipment, money or jewelry from the Premises of Tenant or public or common areas of the Building, regardless of when loss occurs.
- 29. Landlord shall not permit entrance to the Premises of Tenant by the use of pass keys controlled by Landlord, to any person at any time without written permission from Tenant, except employees, contractors, or service personnel, directly supervised by Landlord and employees of the United States Postal Service.
- 30. Without Landlord's prior written approval, Tenant shall not install any radio or television antenna, loudspeaker, music system or other device on the roof or exterior walls of the Building or on common walls with adjacent tenants.
- 31. Tenant shall store all trash and garbage within its Premises. No material shall be placed in the trash boxes or receptacles in the Building unless such materials may be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage and will not result in a violation of any law or ordinance governing such disposal. All garbage and refuse disposal shall be made only through entryways and elevators provided for such purposes and at such times as Landlord shall designate in writing.
- 32. All areas within the Building and the front of the Building are "Non-Smoking" areas. This includes all occupied tenant areas, lobby, common hallways and rest rooms. Tenant is responsible for ensuring their employees and visitors adhere to this policy.

# EXHIBIT C CONSTRUCTION DRAWINGS

The parties acknowledge the receipt of and approval of the Construction Drawings.

