- 9. Declaration of Covenants and Agreements by and among the State of Connecticut, acting by and through the Secretary of the Office of Policy and Management, the Capital City Economic Development Authority, and Adriaan's Landing Hotel, LLC, which agreement is dated May 16, 2005 and recorded in Valume 5385, Page 1 of the Hartford Land Records; as amended by Second Amendment of Hotel Site Lease, Amendment of Notice of Lease and Amendment of Declaration of Covenants and Agreements by and among the Capital City Economic Development Authority, the State of Connecticut, City Economic Develop acting by and through the Office of Policy and Management and Adriaan's Landing Hotel, LLC dated as of February 8, 2006 and recorded in Volume 5554, Page 152 of the Hartford Land Records as further amenaed by Second Amendment of Declaration of Covenants and Agreements by and among Capital City Economic Development Authority, the State of Connecticut, acting by and through the Office of Policy and Management and Adriaen's Landing Hotel, LLC doted as of July 24, 2009 and to be recorded in the Hartford Land Records.
- 0.Terms and conditions contained in a Lease between the State of Connecticut and Capital City Economic Development Authority as evidenced by a Notice of Lease between State of Connecticut Office of Policy and Management and Capital City Economic Development Authority dated as of September 1, 2005 and recorded in Volume 5420, Page 338 of the Hartford Land Records, said Lease was amended by First Amendment to Attraction Parcel Lease dated as of June 12, 2009 as evidenced by a First Amendment to Notice of Lease dated as of June 12, 2009 and recorded in Valume 6234, Page 14 of the Hartford Land Records, said Lease was further amended by a Second Amendment to Attration Parcel Lease dated as of July 24, 2009, as evidenced by a Second Amendment to Notice of Lease dated as of July 24, 2009 and to be recorded in the Hartford Land Records
- . Those matters, including the "PROPOSED BRIDGE SUPPORT PIER AREA" shown on a map entitled "HOTEL LEASE PLAN PREPARED FOR STATE OF CONNECTICUT ADRIAEN'S LANDING HARTFORD, CONNECTICUT DATE: 09-23-01 SCALE: 1"=60' SHEETS NO: 1 AND 2 OF 7 LAST REVISED 05-20-09 BY F.A. HESKETH & ASSOCIATES, INC.," which map is to be filed in the Office of the Hartford Town Clerk.
- Such utilities or drainage facilities as may be located under parcel known as "REVISED SUPPORT EASEMENT AREA FROM ELEVATION 22 FT. TO 46 FT. NAVD88 AREA = 8,108 SQ. FT." herein.
- 3. Terms and conditions contained in a Lease by and among Capit City Economic Development Authority, Connecticut Science Center inc. and the State of Cannecticut dated as of June 12, 2009 (evidenced by a Notice of Lease (Science Center) by and among Capital City Economic Development Authority, Connecticut Science Center, Inc. and the State of Connecticut dated as of June 12, 2009 and recorded in Volume 6234, Page 18 of the Hartford Land
- _ Agreement Concerning Environmental Remediation and Environmental Land Use Restriction by and among Connecticut Science Center, Inc., the State of Connecticut, acting by and through the Secretary of the Office of Policy and Management and Capital City Economic Development Authority dated as of June 12, 2009 and recorded in Volume 6234, Page 54 of the Hartford Land Records.
- VII. ENCUMBRANCES WHICH AFFECT, OR MAY AFFECT, THE APPURTENANT RIGHTS OF PEDESTRIAN AND VEHICULAR ACCESS DESCRIBED IN SCHEDULE A.
- Non-access highway lines; proposed highway lines; proposed utility easements to be granted to the Metropolitan District commission; proposed access easements to be granted to the City of Hartford, proposed access road; proposed gas line construction ease proposed utility easement to be granted to the City of Hartford Convention Center and garage under construction but not field located; rights of others in and to the pump station and related appurtenances; rights of others in and to existing utility and drainage lines and facilities; all as shown on a certain map entitled, "PERIMETER SURVEY PREPARED FOR ADRIAEN'S LANDING DOWNTOWN HARTFORD, CONNECTICUT Date: JANUARY 15, 2003 Revised throug JULY 30, 2003 Drawn by: CAD Jab no: 96007 Scale: 1" = 60" Checked by: TSH Sheet no: 3 of 6 F. A. Hesketh & Associates. Inc. 6 Creamery Brook, East Granby, CT 06026 Civil & Traffic Engineers Surveyors Planners Landscape Architects Phone (860) 653-8000 Fax (860) 844-8600 e-mail hesketh@enet.net."
- 2. [intentionally amitted] 3. Terms and provisions of an Agreement regarding sewer rights by and between James F. Dooling, Administrator of the Estate of James T. Dorsey, and The Metropolitan District dated March 7, 1933 and recorded on March 16, 1933 in Volume 694, Page 356 of the Hartford Land Records.
- I. Right and easement as to a wall footing in favor of the City of Hartford as set forth in a Warranty Deed from The Hartford Gas Company dated and recorded an December 27, 1945 in Volume 787. Page 528 of the Hartford Land Records.
- 5. Denial and/or waiver of rights of access as set forth in a Certificate of Taking by the State of Connecticut dated July 20, 1961 and recorded on July 26, 1961 in Volume 1066, Page 315 of the Hartford Land Records; amended by virtue of an Amended Notice of Condemnation by the State of Connecticut dated December 17, 1962 and recorded on December 28, 1962 in Valume 1096, Page 375 of the Hartford Land Records
- 5. Waiver of rights of access to and from I—91 Dutch Paint Interchange as set forth in a Quitclaim Deed from The Hartford Gas Company to the State of Connecticut dated July 10, 1962 and recorded on July 12, 1962 in Volume 1086, Page 332 of the Hartford Land Records.
- . Rights, easements, privileges, and rights of way as set forth in a Warranty Deed dated May 1, 1962 and recorded in Volume 1086, Page 343 of the Hartford Land Records.
- 3. Denial of access rights as set forth in a Certificate of Taking by the State of Connecticut dated July 17, 1963 and recorded on July 23, 1963 in Volume 1106, Page 681 of the Hartford Land Records.
-). Waiver of rights of access as set forth in a Quit-Claim Deed from the City of Hartford to the State of Connecticut dated March 23, 1964 and recorded on April 24, 1964 in Valume 1120, Page 533 of the Hartford Land Records.
- 10.Waiver of rights of access to and from 1–91 Dutch Point Interchange as set forth in a Quitclaim Deed from the Connecticut Natural Gas Corporation to the State of Connecticut dated February 11, 1969 and recorded on April 22, 1969 in Volume 1225, Page 402 of the Hartford Land Records
- I. Rights and easements in favor of The Hartford Steam Company as more particularly described in a Warranty Deed from Connecticut Natural Gas Corporation dated April 15, 1971 and recorded on April 22, 1971 in Volume 1268, Page 1 of the Hartford Land Records.
- 12. Easement for Traffic Signal Equipment at the northeast corner of Columbus Boulevard and Potter Street in favor of the City of Hartford dated August 10, 1987 and recorded on April 29, 1988 in Volume 2763, Poge 290 of the Hartford Land Records.
- 13. Rights and easements in favor of The Hartford Steam Company as reserved in a Quit-Claim Deed to Energy Networks, Inc. dated March 1, 1989 and recorded on April 5, 1989 in Volume 2916, Page 20 of the Hartford Land Records.
- 14. Lack of access to and from I-91 and right to grade in favor of the State of Connecticut as set forth in the Certificate of Taking by the State of Connecticut from Phoenix Mutual Life Insurance Company dated June 3, 1991 and recorded in Volume 3167, Page 49 of the Hartford Land Records
- 15. Lack of access to and from interstate Route 91 and to and from a portion of Commerce Street in favor of the State of Connecticut taken in a certain condemnation action by the State of Connecticut as evidenced by a Certificate of Taking by the State of Connecticut against The Travelers Insurance Company dated June 3, 1991 and recorded in Volume 3167, Page 53 of the Hartford Land Records: as modified by a transfer of custody and control from the State of Connecticut Department of Transportation to the State of Connecticut Office of Policy and Management dated December 30, 2002 and recorded in Volume 4688, Page 110 of soid Land Records, and the map referred to in said document.
- 6. Terms, conditions and obligations as set forth in on Easement Agreement by Phoenix Home Life Mutual Insurance Company in favor of the State of Connecticut dated as of November 17, 2000 and recorded in Volume 4308, Page 223 of the Hartford Land Records which Easement Agreement was amended by First Amendment to Easement Agreement by Phoenix Life Insurance Company, formerly known as Phoenix Home Life Mutual Insurance Company, dated as of January 1, 2002 and recorded in Volume 4556, Page 109 of the Hartford Lond Records.
- 7. Terms, conditions and obligations as set forth in a Reciprocal Negative Easement Agreement between Phoenix Home Life Mutual Insurance Company and the State of Connecticut dated as of September 29, 2000 and recorded in Volume 4308, Page 238 of the Hartford Land Records.

- 18. Agreement to Sell and Purchase and to Danate and Accept between Phoenix Home Life Mutual Insurance Company, 238 Columbus Blvd., Inc. and the State of Connecticut datest as of September 29, 2000 and recorded in Yolume 4308, Page 253 of the Hartford Land Records. There were also an Agreement Resuscuting Agreement to Sall and Purchase and to Danote and Accept between Phoenix Home Life Mutual Insurance Company, now known as Phoenix Life Insurance Company, 238 Columbus Blud., Inc. and the State of Col dated January 1G, 2002 and recorded in Valume 4498, Page 158 o the Hartford Land Records and a further Second Reexecution Agreement between Phoenix Home Life Mutual insurance Company, now known as Phaenix Life Insurance Company and the State of Connecticut dated as of April 28, 2003 and recorded in Volume 4760, Page 156 of the Hartford Land Records.
- 19. Possible right of reantry as set forth in a Quit Claim Deed with Right of Reantry from The Metropolitan District to State of Connecticut dated January 11, 2001 and recorded in Volume 4329, Page 95 of the Hartford Land Records.
- 20. Obligations as set forth in a Quit-Claim Deed from City of Hartford to the State of Connecticut dated February 13, 2001 and recorded in Volume 4341, Page 176 of the Hartford Land Records.
- 21.Easement Agreement for access by the State of Connecticut in favor of the City of Hartford and the Greater Hartford Flood Commission dated as of February 13, 2001 and recorded in Valume 4341, Page 183 of the Hartford Land Records.
- 22. Terms, conditions and obligations as set forth in a Siphon Easement Agreement between the City of Hartford and the State o Connecticut dated as of February 13, 2001 and recorded in Volume 4341, Page 193 of the Hartford Land Records
- 23. Terms, conditions and abligations as set forth in a Sewer Easement Agreement between Russe Brothers, Incorporated and the State of Connecticut dated as of May 25, 2001 and recorded in Volume 4400, Page 78 of the Hartford Land Records.
- 24. Such utilities and drainage facilities as may be presently located within the bed of Commerce Street.
- 25. Such utilities and drainage facilities as may be presently located within the bed of Keney Lane a/k/a Keeney Lane.
- 26. Terms, conditions and abligations as set forth in the Transfer of Custody and Control Agreement dated as of October 29, 2002 and recorded in Volume 4657, Page 174 of the Hartford Land Records.
- 27. Terms, conditions and abligations as set forth in a Quit-Claim Deed from City of Hartford to the State of Connecticut dated February 13, 2001 and recorded in Valume 4341, Page 176 of the Hartford Land Records.
- 28. Antidiscrimination provisions (only) as set forth in the following
- Redevelopment Plan for the Front-Market Redevelopment Area by the Hartford Redevelopment Agency dated July 23, 1956 and recorded on March 12, 1959 in Valume 1023, Page 619 of the Hartford Land Records
- b) Modified Redevelopment Plan for the Front-Market Redevelopmen Area by the Hartford Redevelopment Agency recorded on March 12, 1959 in Volume 1023, Page 649 of the Hartford Land Records.
- c) Development Plan for the Extension of the Front-Market Area by the Hartford Redevelopment Agency dated January 15, 1959 and recorded on March 15, 1961 in Volume 1059, Page 22 of the Hartford Land Records
- d) Agreement by and between the City of Hartford and Constitution Plaza, Inc. dated March 23, 1961 and recorded on April 3, 1961 in Volume 1060, Poge 11 of the Hartford Land Records.
- Agreement by and between the Hartford Redevelopment Agency and Constitution Plaza, Inc., Extension of The Front-Market Are dated and recorded on May 1. 1961 in Valume 1061. Page 397 of the Hartford Land Records; corrected by Agreement recorded in Volume 1062, Page 102 of said Land Records.
- Agreement by and between Constitution Plaza, Inc. and Phoenix Mutual Life Insurance Company dated and recorded May 1, 1961 in Volume 1061, Page 435 of the Hartford Land Records.
- g) Quit-Claim Deed from the City of Hartford to Phoenix Mutual Life Insurance Company dated and recorded on June 15, 1962 in Volume 1084, Page 679 of the Hartford Land Records.
- 29. Terms and provisions of an Easement from Phoenix Mutual Life Insurance Company to the City of Hartford dated and recorded November 22, 1991 in Volume 3213, Page 13 of the Hartford Land
- 30. Agreement granting easements from Phoenix Home Life Mutual Insurance Company to the City of Hartford dated June 22, 1999 and recorded in Volume 4167, Page 1 of the Hartford Land Records.
- 11. Terms and conditions of an Agreement between the State of Connecticut and the City of Hartford dated December 30, 1940 and recorded in Volume 742, Page 279 of the Hartford Land Records.
- 32. Utilities and drainage facilities located in the bed of the Whitehea Highway and conditions shown on Interstate 91 Topography, Survey Baselines & Taking Lines Map Project No. 63-185 Sheet 17 of 90, undated, on file at the State of Connecticut Department of Transportation.
- 33. Sewer easement from Russo Brothers Incorporated to The Metropolitan District dated December 22, 1960 and recorded in Volume 1055, Page 313 of the Hartford Land Records.
- 34. Five (5) foot building line along Sheldon Street as shown on a map entitled, "Map Showing Property Surveyed for The Hartford Electric Light Company Sheldon Street, Taylor Street & Charter Oak Avenue Hartford, Connecticut Scale 1 inch = 40 feet December 1964 Petersen & Hoffman, Engineers, Successors to Spencer & Washburn, Inc.", on file with the boundary line agreement between The Edwin Taylor Lumber Company and Russo Brothers, Incorporated dated May 24, 1965 and recorded in Volume 1142, Page 668 of the Hartford Land Records.
- 5. Terms, conditions and obligations set forth in a Temporary Easement Agreement for Utility Corridor Easement by and between The Energy Network, Inc. and the State of Connecticut dated as of June 12, 2001 and recorded in Volume 4395, Page 87 of the Hartford Land Records.
- 36. Easements in favor of The Hartford Steam Company described in a Quit Claim Deed from The Hartford Steam Company to Energy Networks, Inc. dated March 1, 1989 and recorded in Volume 2916 Page 20 of the Hartford Land Records.
- 7. Terms, conditions and obligations set forth in an Access Easement Interest and Easements for Provision of Utility Services taken by the State of Cannecticut as set forth in a Certificate of Taking against The Energy Network, Inc. dated September 29, 2000 and recorded in Volume 4287, Page 113 of the Hartford Land Records.
- Twenty year right to repurchase described in a Quit Claim Dee from Connecticut Natural Gas Corporation to The Hartford Steam Company dated January 25, 1989 and recorded on January 26, 1989 in Volume 2886, Page 79 of the Hartford Land Records.
- 39. Pump House currently located within the easement area held by The Hartford Steam Company as set forth in a Quit Claim Deed dated January 15, 1989 and recorded in Volume 2886, Page 79 of the Hartford Land Records.
- 40. Terms, conditions and abligations set forth in a Certificate of Taking by the State of Connecticut against The Hartford Steam Company dated September 29, 2000 and recorded in Volume 4287, Page 103 of the Hartford Land Records.
- 41. Terms, conditions and provisions set forth in a Warranty Deed from Grove Works to the Hartford City Gas Light Company dated and recorded an February 1, 1865 in Volume 118, Page 27 of the Hartford Land Records.
- 42. Terms, conditions and provisions set forth in a Warranty Deed from Connecticut Natural Gas Corporation to CNG Realty Corp. dated August 28, 1978 and recorded on August 29, 1978 in Volume 1649, Page 148 of the Hartford Land Records.
- 43. Terms, conditions and provisions set forth in an Easement from the City of Hartford to Connecticut Natural Gas Corporation dated and recorded on November 15, 1977 in Volume 1598, Page 237 of the Hartford Land Records; re-recorded (for the purpose of correction) on January 17, 1978 in Volume 1610, Page 112 of the Hartford Land Records.
- 44. Possible surface drainage rights in favor of the City of Hortford in the taking of the Park River conduit by the Hartford Court of Common Council on May 26, 1941 (see Journal of the Court of Common Council, 1940-1941, Pages 71 and 378).

45. Non-access highway line; encroachment of parking spaces and curbing along the south and east property lines; and rights of others in and to the 24 inch water main line, all as shown on a cartain map antitled, "PERIMETER SURVEY PREPARED FOR ADRIAEN'S LANDING DOWN TOWN HARTFORD, CONNECTICUT Data: JANUARY 15, 2003 Revised through JULY 30, 2003 Drawn by: CAD Job no: 96007 Scale: 1" = 60' Checked by: TSH Sheet no: 3 of 6 A. Hesketh & Associates, Inc. 6 Creamery Brook, East Granby, CT 06026 Civil & Traffic Engineers Surveyors Planners Landscape Architects Phone (860) 653-8000 Fax (860) 844-8600 e-mail hesketh@snet.net

46. Effect of a Certificate of Approval by the Greater Hartford Flood Commission in connection with Riverfront Recapture, Inc. dated January 4, 1989 and recorded in Volume 2889, Page 187 of the Hartford Land Records.

17. Certificate of Approval by the Greater Hartford Flood Commission in connection with Riverfront Recapture, Inc. recorded May 23, 1991 in Volume 3163, Page 244 of the Hartford Land Records.

8. Reservation by the City of Hartford of rights appurtenant to the parcel shown as "COMMERCE STREET PARCEL IV" on the map entitled STREET LINE PLAN PREPARED FOR STATE OF CONNECTICUT COMMERCE STREET, ELLERY STREET, KENEY LANE, MECHANIC STREE POTTER STREET, GROVE STREET, DISCONTINUED PORTION OF POTTER STREET HARTFORD, CONNECTICUT," dated 12-15-00, revised 01-11-01, F.A. Hesketh & Associates, Inc., which map is on file in the Office of the Hartford Town Clerk, described in an Airspace Lease dated January 24, 1992 and recorded in Volume 3254, Page 195 of the Hartford Land Records 49. Terms and conditions of Airspace Lease Agreement by and between the State of Connecticut and the City of Hartford dated

50. Certificate of Approval by the Greater Hartford Flood Commissio to Riverfront Recapture, Inc. recorded April 14, 1994 in Volume 3469, Page 98 of the Hartford Land Records.

51. Reservation as set forth in a Quit-Claim Deed from City of Hartford to the State of Connecticut dated February 13, 2001 and recorded in Volume 4341, Page 169 of the Hartford Land Records.

52. Denial of access rights as set forth in a transfer of custody and control from the State of Connecticut Department of Transportation to the State of Connecticut Office of Policy and Management dated December 30, 2002 and recorded in Volume 4688, Page 110 of the Hartford Land Records.

53. Such utilities and drainage facilities as may be presently located within the bed of Commerce Street.

4. Terms, conditions and obligations as set forth in the Transfer of Custody and Cantral Agreement dated as of October 29, 2002 and recorded in Valume 4657, Page 174 of the Hartford Land Records. 55. Denial of access rights as set forth in a transfer of custody and control from the State of Connecticut Department of Transportation to the State of Cannecticut Office of Policy and Management dated

December 30, 2002 and recorded in Valume 4688, Page 110 of the Hartford Land Records.

56. The State in the State Airspace Lease reserved the right to encumber the title to the Convention Center and the Convention Center Hotel Tract and the land beneath the Convention Center and Convention Center Hotel Tract with reasonable easements including for utility line, drainage, temporary construction, parking, fence, river water conduit, pump station, pipe and access purposes that will not unreasonably interfere with the Landlord's use of the Convention Center and Convention Center Hotel Tract affecting the generally southerly portions of the Convention Center and Convention Center Tract, but not including the Hotel Tract or land under the

VIII. AGREEMENT CONCERNING ENVIRONMENTAL REMEDIATION AND ENVIRONMENTAL LAND USE RESTRICTION (As to All Porcels).

A. Capital City Economic Development Authority ("Landlord") and Adriaen's Landing Hotel, LLC ("Tenant") acki Connecticut's, acting by and through the Secretary of the Office of Policy and Management (the "State"), intent to remediate Environmental Conditions in the land beneath the Convention Center and Convention Center Hotel Tract (as that term is defined in the State Airspace Lease) (the "Land") as set forth in the Hotel Site Lease (the "Lease"). Landlord, the State and Tenant further recognize and agree that the State's environmental remediation responsibilities under the State's Airspace Lease require that it carry aut certain Site Remediation Measures (as hereinafter defined). In connection with the Site Remediation Measures:

(i) Landlord and the State hereby reserve the right to encumber the title to the Demised Premises and the Land with an Environmental Land Use Restriction as provided for in this paragraph (the "ELUR"), as further provided by Conn. Gen. Stat. Sections 22a-133n to 22a-133s, as amended, and the regulations promulgated thereunder (the "ELUR Law"), which ELUR shall be subject to approval by and be in favor of the Commissioner of Environmental Protection of the State of Connecticut (the "DEP") and shall prohibit (unless prior consent is received from DEP in each instance) one or more of the following: (a) use of the ground water for drinking or other domestic purposes, disturbance of polluted soil, and construction of buildings other than those contemplated (b) actions that cause migration of pollutants or create a potential hazard to human health or the environment; and (c) actions that cause disturbance of the structural integrity of any engineering controls or other structures designed a utilized at the Demised Premises and the Land to contain pollutants or limit human exposure to pollution. Said ELUR shall create an easement in favor of the DEP. Notwithstanding the foregoing, the real estate design bounded and described in Exhibit A following Paragraph D below shall not be restricted by the ELUR from residential use,

(ii) pending the execution and recording on the Hartford Land Records of the ELUR, (a) Landlord hereby prohibits the residential use of the Demised Premises and the Land, except for the real estate bounded and described as provided in Paragraph A(i) above, and (b) Landlord hereby reserves to itself, for use by the DEP, the State and other governmental authorities, easement rights with respect to the Demised Premises and the Land, which easement rights shall be equivalent to those required under the ELUR Law and consistent with Paraaraph (A)(i) above.

THENCE, ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF B. Tenant, for itself, its successors and assigns (without limiting the 05" 36' 20" A RADIUS OF 100.00 FEET AND AN ARC LENGTH OF 9.78 FEET TO A POINT. SAID POINT CAN BE LOCATED FROM SAID POINT OF generality of the foregoing, the term "successors and assigns" shall, for purposes of this agreement, also include all subtenants of REVERSE CURVATURE BEARING S 02" 57' 05" W A CHORD DISTANCE Tenant), hereby covenants and agrees: (i) that Tenant's interests and the interests of its successor

(i) and (ii) above;

(ii) that Tenant's interests and the interests of its successors and assigns, this Lease and any interest derived from t leasehold interest created by this Lease shall, without the necessity of any additional subordination document being executed by Tenant or its successors and assigns, be subject and subordinate to the ELUR only on such terms provided in subsection A(i) above or with such varying or additional terms not inconsistent with Paragraph A(i) above provided by Landlord, the State, or as required by DEP and subject to approval by Landlord, its Permitted Mortgages, the State, DEP, and Tenant and its permitted martgages (but only with respect to the Demised Premised) at such time as the ELUR is recorded in the Hartford Land Records;

(iii)that, notwithstanding the foregoing, Tenant, its successors and assigns shall execute and deliver, upon demand by Landlord, or the State in a form reasonably requested by Landlord or the State, and within thirty (30) business days of such demand, any additional documents required by the ELUR Law or reasonably necessary to evidence the subordination of this Lease with respect to the ELUR and not inconsistent with Paragraph A(i) above.

January 24, 1992 and recorded in Volume 3254, Page 195 of the Hartford Land Records.

> and assigns, this Lease and any interest derived from the leasehold interest created by this Lease, are subject to the reservations, restrictions and rights set forth in Paragraphs A

(iv)that, in the event of any lease, grant or other transfer (including but not limited to a martgage) of all or any partian of Tenant's interest in the Demised Premises prior to the recording of the ELUR on the Hartford Land Records, Tenant shall cause any such lease, grant or other transfer to include the following provision and, in the event any transferee fails to comply with the terms of such provision, Tenant shall act as attomey-in-fact as provided therein:

This [instrument] shall, without the necessity of any additional subordination document being executed by [transferee] or its successors and assigns, be subject and subordinate to the ELUR only on such terms provided in Paragraph A(i) [[of this Note]] or with such varying a additional terms not inconsistent with Paragraph A(i) [[of this Note]] provided by Landlord or as required by DEP and subject to approval of Landlard, DEP, the State, Tenant and its Permitted Mortgagee at such time as the ELUR is recorded in the Hartford Land Records; and, notwithstand the foregoing, [transferee] covenants and agrees to execute and deliver, upon demand by [transferor], in the form reasonably requested by [transferor] and within thirty (30) business days of such demand, any additional documents required by the ELUR Law or reasonably necessary to evidence the subordination of this [instrument] to the ELUR. Should [transferee] fail to sign and return any such documents within thirty (30) business days of [transferor's] request, [transferee] shall be in default under this

(v) that Tenant shall comply with the terms of the ELUR only on such terms provided in subsection A(i) above or with such varying or additional terms not inconsistent with Paragraph A(i) above provided by Landlord or as required by DEP and ubject to approval by Landlord, the State, DEP, Tenant and its Permitted Mortgagee and that Tenant shall cause any lease, grant or other transfer (including but not limited to mortgage) of any of Tenant's interest in the Demised Pramises to include a provision expressly requiring the les grantee or transferee to comply with the terms of the ELUR.

C. All of the terms, covenants and conditions of the foregoing agreed reservations, restrictions and rights, and the ELUR, shall run with the land and shall be binding on the Landlord and the Tenant, and thei successors and assigns, and on each owner and any other party intitled to possession or use of the Demised Premises during such period of ownership or possession and the ELUR shall be enforceable

D. As used in this Section XI of Schedule C, "Site Remediation Measures" means any efforts which are made, designed, initiated, maintained to ensure that Environmental Conditions are consisten with Environmental Laws and the ELUR, not inconsistent with Paragraph A(i) above, and may include, without limitation, stigation, site monitoring, containment, clean—up, transpor removal, disposal, restoration and other remedial efforts of any kind, "Environmental Conditions" means circumstances with respect to soil, surface waters, groundwaters, stream sediment, air and similar nvironmental media, both on-site and off-site of the Demised Premises currently owned by the State, that could require remedial

EXHIBIT A TO FOREGOING AGREEMENT CONCERNING ENVIRONMENTAL REMEDIATION AND ENVIRONMENTAL LAND USE RESTRICTION (SECTION XI OF SCHEDULE C TO STATE AIRSPACE LEASE AS MODIFIED)

THE REAL ESTATE NOT RESTRICTED FROM RESIDENTIAL USES BY THE FOREGOING AGREEMENT AND THE ELUR CONSISTS OF THREE PIECES OR PARCELS. AND RIGHTS IN A FOURTH PIECE OR PARCEL, OF AIRSPACE OVER FOUR PIECES OR PARCELS OF LAND COMPRISING A PORTION (WHAT IS COMMONLY REFERRED TO AS ADRIAEN'S LANDING SITUATED EASTERLY OF COLUMBUS BOULEVARD IN THE CITY OF HARTFORD. COUNTY OF HARTFORD, STATE OF CONNECTICUT. SAID PIECES OR PARCELS OF AIRSPACE ARE DEPICTED AS FOUR SEPARATE PARCELS WITH THEIR RESPECTIVE ELEVATIONS AS FOLLOWS: 1) "HOTEL FIRST PHASE AIRSPACE LEASE PARCEL ELEVATION 26 FT. + NAVDBB AREA 3 K 552 ON ET FROM FLEVATION 26 FT. NAVORS TO ELEVATION 46 FT. NAVORS AREA 5,978 SQ. FT."; 3) "HOTEL SECOND PHASE AIRSPACE LEASE PARCEL ELEVATION 46 FT. + NAVDBB AREA = 54.883 SQ. FT.": AND 4) "HOTEL SECOND PHASE AIRSPACE LEASE RIGHTS ELEVATION 46 FT. + NAVDAR IN EASEMENT ON LAND OF N/F PHOENIX HOME LIFE MUTUAL INSURANCE COMPANY AREA = 395 SQ. FT.", ON A MAP ENTITLED "HOTEL LEASE" PLAN PREPARED FOR STATE OF CONNECTICUT ADRIAEN'S LANDING HARTFORD, CONNECTICUT DATE 09-23-01 SCALE 1"=60' SHEETS NO. AND 2 OF 2 LAST REVISED 09-11-03 BY F.A. HESKETH & ASSOCIATES. INC.," WHICH MAP IS TO BE FILED IN THE OFFICE OF THE HARTFORD TOWN CLERK. THE PIECES OR PARCELS OF LAND OVER WHICH SAID PARCELS ARE LOCATED ARE MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

HOTEL FIRST PHASE AIRSPACE LEASE PARCEL ELEVATION 26 FT. NAVD88 AREA = 36,552 SQ. FT.

BEGINNING AT A POINT OF REFERENCE AT A POINT MARKING THE INTERSECTION OF THE EASTERLY STREET LINE OF COLUMBUS BOULEVARD WITH THE SOUTHERLY HIGHWAY TAKING LINE OF GROVE STREET. THENCE, S 78° 57' 57" E A DISTANCE OF 178.74 FEET AS MEASURED

ALONG THE SOUTHERLY HIGHWAY TAKING LINE OF GROVE STREET TO THENCE. S 11° 22' 27" W A DISTANCE OF 4.18 FEET ALONG OTHER LAND OF STATE OF CONNECTICUT TO BE GRANTED FOR ROADWAY PURPOSES TO A POINT.

THENCE. ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 21° 10' 40" A RADIUS OF 25.00 FEET AND AN ARC LENGTH OF 9.24 FEET TO A POINT. SAID POINT CAN BE LOCATED BEARING S 38' 35' 02" E A CHORD DISTANCE OF 9.19 FEET ALONG LAND TO BE RETAINED BY O.P.M. TO THE POINT OF BEGINNING.

THENCE. ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 20° 15' 09" A RADIUS OF 25.00 FEET AND AN ARC LENGTH OF 8.84 FEET TO A POINT. SAID POINT CAN BE LOCATED BEARING \$ 17" 52' 07" E A CHORD DISTANCE OF 8.79 FEET TO A POINT OF COMPOUND CURVATURE.

THENCE, ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 13" 29' 48" A RADIUS OF 100.00 FEET AND AN ARC LENGTH OF 23.56 FEET TO A POINT OF REVERSE CURVATURE. SAID POINT OF REVERSE CURVATURE CAN BE FOUND AT BEARING S 00" 59' 39" E A CHORD DISTANCE 23.50 FEET FROM SAID POINT OF COMPOUND CURVATURE

THENCE, S 01" 37" 57" E A DISTANCE OF 18.31 FEET TO A POINT THENCE, S 21° 01' 42" E A DISTANCE OF 100.60 FEET TO A POINT THE LAST FIVE COURSES BEING ALONG THE WESTERLY LINE OF THE HOTEL SECOND PHASE AIRSPACE LEASE PARCEL TO BE DESCRIBED

THENCE**, S 68° 58' 17"** W A DISTANCE OF 82.24 FEET TO A POINT. THENCE, S 21" OI' 43" E A DISTANCE OF 9.33 FEET TO A POINT. THENCE, S 68° 58' 17" W A DISTANCE OF 73.39 FEET TO A POINT THENCE, N 21° 02' 51" W A DISTANCE OF 34.15 FEET TO A POINT. THENCE, N 78" 37" 34" W A DISTANCE OF 27.44 FEET TO A POINT. THENCE, S 11" 22' 26" W A DISTANCE OF 9.21 FEET TO A POINT. THENCE, N 78" 37' 34" W A DISTANCE OF 22.67 FEET TO A POINT. THENCE, N 11" 22' 26" E A DISTANCE OF 9.22 FEET TO A POINT. THENCE. N 78° 37' 34" W A DISTANCE OF 20.00 FEET TO A POINT ON

THE EASTERLY LINE OF A PROPOSED UTILITY EASEMENT. THENCE, N 08° 23' 55" E A DISTANCE OF 5.63 FEET TO A POINT.

THENCE, N 11" 22' 25" E A DISTANCE OF 190.73 FEET TO A POINT. THE LAST TWO COURSES BEING ALONG THE EASTERLY LINE OF A PROPOSED UTILITY EASEMENT AND ALONG THE EASTERLY LINE OF LAND O BE RETAINED BY O.P.M.

THENCE, S 78° 37' 34" E A DISTANCE OF 20.29 FEET TO A POINT. THENCE, N 11" 22' 26" E A DISTANCE OF 9.18 FEET TO A POINT. THENCE, S 78° 37' 33" E A DISTANCE OF 126.02 FEET TO THE POINT AND PLACE OF BEGINNING.

E LAST THREE COURSES BEING ALONG LAND TO BE RETAINED BY SAID LAND OVER WHICH SAID HOTEL FIRST PHASE AIRSPACE LEASE

PARCEL ELEVATION 26 FT. + NAVD88 IS LOCATED CONTAINS 36,552 SOUARE FEET.

) HOTEL FIRST PHASE AIRSPACE LEASE PARCEL FROM ELEVATION 26 T. NAVD88 TO ELEVATION 46 FT. NAVD88 AREA = 5,978 SQ. FT.

BEGINNING AT A POINT MARKING THE NORTHEASTERLY CORNER OF THE PARCEL HEREIN DESCRIBED, SAID POINT ALSO BEING THE MOST EASTERLY POINT OF THE LAND OVER WHICH THE HOTEL FIRST PHASE AIRSPACE LEASE PARCEL ELEVATION 26 FT. + NAVD88 PREVIOUSLY DESCRIBED IS LOCATED.

THENCE, S 21° 01' 43" E A DISTANCE OF 64.69 FEET TO A POINT. THENCE, S 68° 57' 36" W A DISTANCE OF 96.71 FEET TO A POINT.

THENCE, N 21° 01' 46" W A DISTANCE OF 55.38 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF THE HOTEL FIRST PHASE AIRSPACE LEASE PARCEL ELEVATION 26 FT. + NAVD88.

THENCE, N 68° 58' 17" E A DISTANCE OF 30.00 FEET TO A POINT.

THENCE, N 21" 01' 43" W A DISTANCE OF 9.33 FEET TO A POINT. "HENCE, N 68° 58' 17" E A DISTANCE OF 66.71 FEET TO THE POIN AND PLACE OF BEGINNING. THE LAST THREE COURSES BEING ALONG THE SOUTHEASTERLY LINE OF THE LAND OVER WHICH THE HOTEL FIRST PHASE AIRSPACE LEASE PARCEL ELEVATION 26 FT. + NAVD88 PREVIOUSLY DESCRIBED IS LOCATED.

D LAND OVER WHICH SAID HOTEL FIRST PHASE AIRSPACE LEASE PARCEL FROM ELEVATION 26 FT. NAVDBB TO ELEVATION 46 FT. NAVDBB IS LOCATED CONTAINS 5,978 SQUARE FEE

XCEPTING FROM SAID AIRSPACE FROM ELEVATION 26 FT. NAVD88 TO ELEVATION 46 FT. NAVDOB ALL PORTIONS WHICH EXTEND FROM AND CONTINUE ABOVE THE SO-CALLED "GRAND STAIRWAY" AS SHOWN ON HE PLANS AND SPECIFICATIONS FOR THE CONVENTION CENTER. THE GRAND STAIRWAY COMMENCES AT ELEVATION 32 FT. AT THE SOUTHWEST BOUNDARY OF THE ABOVE DESCRIBED AIRSPACE AND GRADUALLY RISES TO ELEVATION 46 FT. APPROXIMATELY THIRTY FEET EAST OF THE SOUTHWEST BOUNDARY OF THE HEREIN DESCRIBED AIRSPACE.

HOTEL SECOND PHASE AIRSPACE LEASE PARCEL ELEVATION 46 FT. + NAVD88 AREA = 54,883 SQ. FT. OMMENCING AT A POINT OF REFERENCE MARKING THE INTERSECTION OF

THE EASTERLY STREET LINE OF COLUMBUS BOULEVARD WITH THE SOUTHERLY HIGHWAY TAKING LINE OF GROVE STREET.

THENCE, S 78° 57' 57" E A DISTANCE 178.74 FEET ALONG SAID HIGHWAY TAKING LINE TO THE TRUE POINT OF BEGINNING.

THENCE, CONTINUING S 78° 57' 57" E A DISTANCE OF 1.76 FEET ALONG SAID HIGHWAY TAKING LINE TO A POINT.

HENCE, S 78° 57' 51" E A DISTANCE OF 45.85 FEET ALONG THE SOUTHERLY HIGHWAY LINE OF GROVE STREET TO A POINT.

THENCE, N 11" 16' 23" E A DISTANCE OF 65.11 FEET TO A POINT. THENCE, N 81" 17" 46" E A DISTANCE OF 65.25 FEET TO A POINT.

THENCE, N 54" 08' 56" E A DISTANCE OF 20.72 FEET TO A POINT. THE LAST TWO COURSES BEING ALONG LAND SHOWN AS "SUPPORT EASEMENTS IN FAVOR OF THE STATE OF CONNECTICUT H.L.R. VOL.4308

PG. 223" ON THE ABOVE-REFERENCED MAP. HENCE. CONTINUING N 54° 08' 56" E A DISTANCE OF 116.94 FEET 1 A POINT MARKING THE SOUTHWESTERLY STREET LINE OF COMMERCE STREET AS DEFINED BY THE COURT OF COMMON COUNCIL ON EPTEMBER 24, 1962. THE LAST COURSE BEING ALONG T NORTHERLY NON-ACCESS HIGHWAY LINE OF THE GROVE STREET RAMPS AND ALONG THE SOUTHERLY PROPERTY LINE OF LAND NOW OR

FORMERLY OF PHOENIX HOME LIFE MUTUAL INSURANCE COMPANY. THENCE, S 23" 30' 15" E A DISTANCE OF 149.07 FEET TO A POINT.

THENCE, S 20" 58' 16" E A DISTANCE OF 71.06 FEET TO A POINT OF CURVATURE. THE LAST TWO COURSES BEING ALONG THE SOUTHWESTERLY STREET LINE OF SAID COMMERCE STREET

THENCE, ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 00"11'01" A RADIUS OF 321.00 FEET AND AN ARC LENGTH OF 1.03 FEET TO A POINT. SAID POINT BEING LOCATED BEARING S 14" 07' 04" E A CHORD DISTANCE OF 1.03 FEET FROM SAID POINT OF CURVATURE.

THENCE, S 68" 58' 17" W & DISTANCE OF 296.27 FEET TO A POINT MARKING THE EASTERLY MOST CORNER OF THE HOTEL FIRST PHASE AIRSPACE LEASE PARCEL ELEVATION 26 FT. + NAVD88 PREVIOUSLY DESCRIBED

THENCE, N 21" 01" 42" W A DISTANCE OF 100.60 FEET TO A POINT THENCE, N 01" 37' 57" W A DISTANCE OF 18.31 FEET TO A POINT OF

CURVATURE THENCE, ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 05" 36' 20" A RADIUS OF 100.00 FEET AND AN ARC LENGTH OF 9.78 FEET TO A POINT OF REVERSE CURVATURE. SAID POINT CAN BE LOCATED BEARING N 02" 57' 05" E A CHORD DISTANCE OF 9.78 FEET FROM SAID POINT OF CURVATURE.

THENCE, ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 13" 29' 48" A RADIUS OF 100.00 FEET AND AN ARC LENGTH 23.56 FEET TO A POINT OF COMPOUND CURVATURE. SAID POINT OF COMPOUND CURVATURE CAN BE LOCATED BEARING N 00" 59' 39" W A CHORD DISTANCE OF 23.50 FEET FROM SAID POINT OF REVERSE CURVATURE.

THENCE, ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 41° 25' 49" A RADIUS OF 25.00 FEET AND AN ARC LENGTH OF 18.08 FEET TO A POINT. SAID POINT CAN BE LOCATED BEARING N 28' 27' 27° W A CHORD DISTANCE OF 17.69 FEET FROM SAID POINT OF COMPOUND CURVATURE.

THENCE, N 11" 22' 27" E A DISTANCE 4.18 FEET ALONG OTHER LAND OF THE STATE OF CONNECTICUT TO BE GRANTED FOR ROADWAY PURPOSES TO THE POINT AND PLACE OF BEGINNING.

SAID LAND OVER WHICH SAID HOTEL SECOND PHASE AIRSPACE LEASE PARCEL ELEVATION 46 FT. + NAVD88 IS LOCATED CONTAINS 54,883 SOUARE FEET. 4) HOTEL SECOND PHASE AIRSPACE LEASE RIGHTS ELEVATION 46 FT. +

NAVD88 IN EASEMENT ON LAND OF N/F PHOENIX HOME LIFE MUTUAL INSURANCE COMPANY AREA = 395 SQ. FT. COMMENCING AT A POINT OF REFERENCE MARKING THE INTERSECTION OF THE EASTERLY STREET LINE OF COLUMBUS BOULEVARD WITH THE

SOUTHERLY HIGHWAY TAKING LINE OF GROVE STREET. THENCE. S 78" 57" 57" E A DISTANCE OF 178.74 FEET ALONG SAID HIGHWAY TAKING LINE TO A POINT.

THENCE, CONTINUING S 78° 57' 57" E A DISTANCE OF 1.76 FEET ALONG SAID HIGHWAY TAKING LINE TO A POINT. THENCE, CONTINUING S 78" 57" 51" E A DISTANCE OF 45.85 FEET

ALONG SAID HIGHWAY TAKING LINE TO A POINT.

THENCE, N 11" 16' 23" E A DISTANCE OF 65.11 FEET TO THE POINT AND PLACE OF BEGINNING. THENCE, CONTINUING N 11" 16' 23" E A DISTANCE OF 14.29 FEET TO A

THENCE, S 78" 43' 37" E. A DISTANCE OF 39.01 FEET TO A POINT. UNDILINGH NHOI

EI:I d IEmr way

THENCE, N 68° 47° 21° E A DISTANCE OF 43.16 FEET TO A POINT ON THE SOUTHEASTERLY PROPERTY LINE OF LAND NOW OR FORMERLY OF PHOENIX HOME LIFE MUTUAL LIFE INSURANCE COMPANY.

THE LAST THREE COURSES BEING ALONG LAND SHOWN AS "SUPPORT EASEMENTS IN FAVOR OF THE STATE OF CONNECTICUT H.L.R. VOL. 4308 PG. 223" ON THE ABOVE-REFERENCED MAP.

THENCE, S 54" 08' 56" W A DISTANCE OF 20.72 FEET TO A POINT THENCE, S 81" 17" 46" W A DISTANCE OF 65.25 FEET TO THE POINT AND PLACE OF BEGINNING.

THE LAST TWO COURSES BEING ALONG SAID HIGHWAY TAKING LINE. SAID LAND OVER WHICH SAID HOTEL SECOND PHASE AIRSPACE LEASE RIGHTS ELEVATION 46 FT. + NAVD88 IS LOCATED CONTAINS 395

This airspace CONSISTS OF A PORTION, AND IS SUBJECT TO THE TERMS, OF the easement rights designated as "3. Support Easement" and shown as "support Easement Area" in schedule a in that certain Easement Agreement by and between Phoenix Home Life Mutual Insurance Company and the State of Connecticut dated November 2000 and recorded in Valume 4308 at Page 223 of the Hartford Land Records, AS TO WHICH EASEMENT RIGHTS Tenant AGREES TO COMPLY IN ALL RESPECTS WITH the obligations of said easement as to its exercise of such rights.

IX. Pursuant to a certain reservation in the State Airspace Lease in favor of the State, the Landlord and the State further reserve (i, the right to pass and repass in: First Phase Airspace Parcel 1 fo the purpose of erection and construction of Supporting Elements; First Phase Airspace Parcel 2 for the purpose of erection and construction of portions of Supporting Elements, Infrastructure Improvements, the Convention Center, and the Convention Center Garage relating to said First Phase Airspace Parcel 2; and Second Phase Airspace Parcel 3 for the purpose of erection and construction of the Convention Center, the Convention Center Garage and garage expansion, the Esplanade Improvements to the extent that Tenant has not commenced construction or constructed the Second Phase, and related infrastructure improvements and Supporting Elements, and (ii) the right to operate cranes and other squipment required for the erection and construction of the Convention Center, the Convention Center Garage, the Esplanade Improvements, related infrastructure improvements and Supporting Elements, in the airspace constituting the Second Phase Airspace

Pursuant to a certain reservation in the State Airspace Lease in favor of the State of Connecticut Office of Policy and Management and the State of Connecticut Department of Transportation, for that period of time prior to the commencement of construction activitie by the Tenant in the HOTEL SECOND PHASE AIRSPACE LEASE PARCEL ELEVATION 46 FT. + NAVD88 AREA = 54,883 SQ. FT. ("Porcel 3"), the State has reserved the right to utilize that portion of said parcel located above Grove Street and the Grove Street highway entrance ramp within said parcel by the State of Connecticut Department of Transportation for highway purposes includi construction and maintenance of necessary traffic control devices including without limitation signage

Parcel 3 under the Hotel Site Lease.

7. ENCUMBRANCES WHICH AFFECT, OR MAY AFFECT, THE APPURTENANT RECIPROCAL NEGATIVE EASEMENT AGREEMENT DESCRIBED IN SCHEDULE A

Antidiscrimination provisions (only) as set forth in the following

a) Redevelopment Plan for the Front–Market Redevelopment Area by the Hartford Redevelopment Agency dated July 23, 1956 and recorded on March 12, 1959 in Volume 1023, Page 619 of the Hartford

b) Modified Redevelopment Plan for the Front-Market Redevelopment Area by the Hartford Redevelopment Agency recorded on March 12, 1959 in Volume 1023, Page 649 of the Hartford Land

Development Plan for the Extension of the Front-Market Area by the Hartford Redevelopment Agency dated January 15, 1959 and recorded on March 15, 1961 in Valume 1059, Page 22 of the Hortford Lond Records.

d) Agreement by and between the City of Hartford and Constitution Plaza, Inc. dated March 23, 1961 and recorded on April 3, 1961 in Volume 1060, Page 11 of the Hartford Land Records.

) Agreement by and between the Hartford Redevelopment Agency and Constitution Plaza, Inc., Extension of The Front-Market Area. dated and recorded on May 1, 1961 in Volume 1061, Page 397 the Hartford Land Records; corrected by Agreement recorded in Volume 1062, Page 102 of said Land Records.

Agreement by and between Constitution Plaza, Inc. and Phoenix Mutual Life Insurance Company dated and recorded May 1, 1961 in Volume 1061, Page 435 of the Hartford Land Records.

g) Quit-Claim Deed from the City of Hartford to Phoenix Mutual Life Insurance Company dated and recorded on June 15, 1962 in Volume 1084, Page 679 of the Hartford Land Records.

2. Denial of access rights, as set forth in a Certificate of Taking by the State of Connecticut dated June 3, 1991 and recorded on June 5, 1991 in Volume 3167, Page 49 of the Hartford Land Records.

3. Terms and provisions of an Easement from Phoenix Mutual Life Insurance Company to the City of Hartford dated and recorded November 22, 1991 in Volume 3213, Page 13 of the Hartford Land Records

l. Agreement granting easements from Phoenix Home Life Mutual Insurance Company to the City of Hartford dated June 22, 1999 and recorded in Volume 4167, Page 1 of the Hartford Land Records.

5. Terms, conditions and provisions of an Easement Agreement Phoenix Home Life Mutual Insurance Company to the State of Connecticut dated as of November 17, 2000 and recorded in Volume 4308, Page 223 of the Hartford Land Records, which Easement Agreement was amended by First Amendment to Easement Agreement by Phoenix Life Insurance Company, formerly known o Phoenix Home Life Mutual Insurance Company, dated as of January 2002 and recorded in Valume 4556, Page 109 of the Hartford Land Records.

The terms of said Reciprocal Negative Easement Agreement between Phoenix Home Life Mutual Insurance Company and the State of Connecticut dated as of September 29, 2000 and recorded in Volume 4308, Page 238 of the Hartford Land Records.

XII.The appurtenant right to construct and extend cornices and/or roof overhangs from the Building, and to hang and/or construct canopies and awnings from the Building for the parcels designated as 1) REVISED HOTEL FIRST PHASE AIRSPACE LEASE PARCEL ELEVATION 26 FT. + NAVD88 AREA = 36,498 SQ. FT." and 3) SECOND REVISION REVISED HOTEL SECOND PHASE AIRSPACE LEASE PARCEL ELEVATION 46 FT. + NAVD88 AREA = 52,049 SQ. FT." on Schedule A are, or may be, affected by those matters shown in I and III above which affect, or may affect, said parcels as well as the terms of the appurt**enan**t right it**se**lf.

XIII. The appurtenant irrevocable licenses provided for in the Lease for use and access below the parcels designated as "1) HOTEL FIRST PHASE AIRSPACE LEASE PARCEL ELEVATION 26 FT. + NAVDBB AREA = 36,552 SO. FT."; 3) "SECOND REVISION REVISED HOTEL SECOND PHASE AIRSPACE LEASE PARCEL ELEVATION 46 FT. + NAVD88 AREA = 52,049 SQ. FT." AND 4) "REVISED HOTEL SECOND PHASE AIRSPACE LEASE PARCEL FROM ELEVATION 46 FT. NAVD88 TO UNDERSIDE OF STRUCTURE, FROM ELEVATION 46 FT. NAVD88 TO 671 FT. NAVD88 SOUTHERLY END AND ELEVATION 46 FT. NAVD88 TO 63± FT. NAVD88 NORTHERLY END AREA = 1,297 SQ. FT."on Schedule A ore, or may be, affected by those matters shown in I, III and IV above which affect, or may affect, said parcels. Said irrevocable licenses are further subject to the following:

a. Lack of access to and from Interstate Route 91 and to and from portion of Commerce Street in favor of the State of Connecticut taken in a certain condemnation action by the State of Connectiv as evidenced by a Certificate of Taking by the State of Connecticut ogainst The Travelers Insurance Company dated June 3, 1991 and recorded in Volume 3167, Page 53 of the Hartford Land Records; modified by a transfer of custody and control from the State a Connecticut Department of Transportation to the State of Connecticut Office of Policy and Management dated December 30, 2002 and recorded in Valume 4688, Page 110 of said Land Records, and the map referred to in said document.

748 MAP PRIXACED BY NHEINAL INK DRAWING ON POLYESTER FILM AND DEPOSIT RE A SESKETH & ASSOCIATED EANT OPANET IT

- b. Denial of access rights, as set forth in a Certificate of Taking by the State of Connecticut dated June 3, 1991 and recorded on June 5, 1991 in Valume 3167, Page 49 of the Hartford Land Records.
- c. Such utility and drainage facilities as may presently be located in the bed of Grove Street and the Grove Street highway entrance ramp and in the land beneath the parcel identified above as ". "SECOND REVISION REVISED HOTEL SECOND PHASE AIRSPACE LEASE PARCEL ELEVATION 46 FT. + NAVD88 AREA = 52,049 SQ. FT." ("Parcel 3") and such future utility and drainage facilities and traffic control facilities as may be located in the land beneath Parcel 3 that are necessary for the development and operation of the Convention Center, the Convention Center Garage, the Convention Center Hotel, the Attraction, the Esplanade Improvements, the Infrastructure Improvements and the Supporting Elements.
- XIV. This Lease is subject and subordinate to the terms and conditions contained in a Lease between the State of Connecticut and Capital City Economic Development Authority as evidenced by a Notice of Lease between the State of Connecticut and Capital City Economic Development Authority dated September 16, 2003 and recorded in Volume 4858, Page 157 of the Hartford Land Records, as amended by Amendment to Notice of Lease between the State of Connecticul acting by and through the Secretary of the Office of Policy and Management, and the Capital City Economic Development Authorit dated as of May 16, 2005 and recorded in Volume 5384. Page 315 of the Hartford Land Records, as further amended by Second Amendment to Notice of Lease between the State of Connecticut acting by and through the Secretary of the Office of Policy and Management and Capital City Economic Development Authority dated as of July 24, 2009 and to be recorded in the Hartford Land

LOCATION OF HOTEL SPACES

HE HOTEL SPACES ARE LOCATED IN THE RESERVED PARKING AREAS IN THE CONVENTION CENTER GARAGE, WHICH GARAGE IS PART OF WHAT IS COMMONLY REFERRED TO AS ADRIAEN'S LANDING AND WHICH GARAGE IS SITUATED EASTERLY OF COLUMBUS BOULEVARD IN THE CITY OF HARTFORD, COUNTY OF HARTFORD, STATE OF CONNECTICUT. SAID RESERVED PARKING AREAS ARE DEPICTED AS THREE SEPARATE PARCELS MTH THEIR RESPECTIVE ELEVATIONS AS FOLLOWS: 1) "REVISED RESERVED PARKING AREA IN CONVENTION CENTER GARAGE ELEVATION 26 FT. NAVD88 (GROUND FLOOR) AREA = 83.550 SO. FT. 220 PARKING SPACES"; 2) "PART A SECOND RESERVED PARKING AREA IN CONVENTION CENTER GARAGE ELEVATION 26 FT. NAVD88 (GROUND FLOOR) AREA = 0,600 SQ. FT. 33 STANDARD SPACES 3 HANDICAPPED SPACES 130 TOTAL PARKING SPACES FOR PART A & B": AND 3) "PART B SECOND RESERVED PARKING AREA IN CONVENTION CENTER GARAGE ELEVATION 26 FT. NAVD88 (GROUND FLOOR) AREA = 31.550 SQ. FT. 78 STANDARD GROUND SPACES 16 STANDARD RAMP SPACES 130 TOTAL PARKING SPACES FOR PART A & B" ON A MAP ENTITLED "HOTEL LEASE PLAN PREPARED FOR STATE OF CONNECTICUT ADRIAEN'S LANDING HARTFORD. CONNECTICUT DATE 09-23-01 SCALE 1"=60' SHEETS NO. 1 AND 2A OF 7 LAST REVISED 05-20-09 BY F.A. HESKETH & ASSOCIATES, INC

WHICH MAP IS TO BE FILED IN THE OFFICE OF THE HARTFORD TOWN ERK. SAID RESERVED PARKING AREAS ARE MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:) REVISED RESERVED PARKING AREA IN CONVENTION CENTER GARAGE ELEVATION 26 FT. NAVD88 (GROUND FLOOR) AREA = 83,550 SQ. FT.

COMMENCING AT A POINT MARKING THE INTERSECTION OF THE EASTERLY STREET LINE OF COLUMBUS BOULEVARD WITH THE SOUTHERLY HIGHWAY TAKING LINE OF GROVE STREET.

220 PARKING SPACES

THENCE, S 78°57'57" E A DISTANCE OF 180.50 FEET ALONG THE SOUTHERLY TAKING LINE OF GROVE STREET TO A POINT.

THENCE, S 78°57'51" E A DISTANCE OF 50.02 FEET TO A POINT. HENCE, S 78° 58' 02" E A DISTANCE OF 191.47 FEET AS MEASURED ALONG THE SOUTHERLY HIGHWAY TAKING LINE OF GROVE STREET TO THE RUE POINT OF BEGINNING.

THENCE, S 21" 01' 43" E A DISTANCE OF 24.00 FEET TO A POINT. THENCE, S 68" 58' 17" W A DISTANCE OF 9.12 FEET TO A POINT THENCE, S 21" 01' 43" E A DISTANCE OF 16.83 FEET TO A POINT. THENCE, N 68" 58' 17" E A DISTANCE OF 91.92 FEET TO A POINT. THENCE, S 21" 01' 43" E A DISTANCE OF 97.90 FEET TO A POINT. THENCE, S 68" 58' 17" W A DISTANCE OF 19.25 FEET TO A POINT THENCE, S 21" 01' 43" E A DISTANCE OF 24.27 FEET TO A POINT. THENCE, S 68" 58' 17" W A DISTANCE OF 10.00 FEET TO A POINT THENCE, S 21" 01' 43" E A DISTANCE OF 55.42 FEET TO A POINT. THENCE, N 68° 58' 17" E A DISTANCE OF 27.33 FEET TO A POINT THENCE, S 21" 01' 43" E A DISTANCE OF 146.58 FEET TO A POINT. THENCE, S 68" 58' 17" W A DISTANCE OF 60.00 FEET TO A POINT. THENCE, S 21" 01' 43" E A DISTANCE OF 16.83 FEET TO A POINT. THENCE, S 68" 58' 17" W A DISTANCE OF 147.00 FEET TO A POINT. THENCE, S 21" 01" 43" E A DISTANCE OF 16.17 FEET TO A POINT. THENCE, S 68° 58' 17" W A DISTANCE OF 15.67 FEET TO A POINT. THENCE, N 21" 01' 43" W A DISTANCE OF 59.09 FEET TO A POINT. THENCE, S 68" 58' 17" W A DISTANCE OF 18.50 FEET TO A POINT. THENCE, N 21"01' 43" W A DISTANCE OF 175.58 FEET TO A POINT OF

THENCE, ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 30° 06' 33" A RADIUS OF 20.00 FEET AND AN ARC LENGTH OF 10.51 FEET TO A POINT. SAID POINT CAN BE LOCATED BEARING N 05" 58' 26" W A CHORD DISTANCE OF 10.39 FEET FROM SAID POINT OF CURVATURE

CURVATURE

THENCE, N 09" 04' 51" E A DISTANCE OF 62.73 FEET TO A POINT. THENCE, N 21" 01' 43" W A DISTANCE OF 135.04 FEET TO A POINT. THENCE, N 68' 58' 17" E A DISTANCE OF 59.50 FEET TO A POINT. THENCE, S 21" 01' 43" E A DISTANCE OF 13.00 FEET TO A POINT OF

THENCE, ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 90" A RADIUS OF 5.00 FEET AND AN ARC LENGTH OF 7.85 FEET TO A POINT. SAID POINT CAN BE LOCATED BEARING S 66° 01' 43" E A CHORD DISTANCE OF 7.07 FEET FROM SAID POINT OF CURVATURE. THENCE, N 68" 58' 17" E A DISTANCE OF 20.50 FEET TO A POINT.

THENCE, S 21" 01' 43" E A DISTANCE OF 13.00 FEET TO A POINT OF CURVATURE. THENCE, ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 90° A RADIUS OF 5.00 FEET AND AN ARC LENGTH OF 7.85 FEET TO A

POINT. SAID POINT CAN BE LOCATED BEARING \$ 66" 01' 43" E A CHORD DISTANCE OF 7.07 FEET FROM SAID POINT OF CURVATURE. THENCE, N 68" 58' 17" E A DISTANCE OF 36.12 FEET TO THE POINT AND PLACE OF BEGINNING.

SAID RESERVED PARKING AREA CONTAINS 83,550 SQUARE FEET AND 220 PARKING SPACES MORE OR LESS. Provided that the 26 spaces of these 220 valet parking spaces which

are located on Parcel 38 (described in Schedule A herein) shall become self-park spaces and shall be relocated to locations proximate and convenient to entrances and access ways (including by way of elevators and stairways) to the labby level of the Convention Center Hotel at such time as Tenant is required or has decided to construct the Second Phase pursuant to Article X of the Development Agreement and this Lease, subject to Section 30.02 of this Lease.

CONTINUED ON EAH-3C

່ຫ້າ **D** at a ut Z DI \mathbf{C} • -C 7 onn юаш - |₽*- \mathbf{v} \mathbf{O} d D E fo A بينيه 2 ar Π e hotel first e hotel layo This sheet as Built/Sh JTILTIES CLIENT ADD CC ADD CC REVISE REVISE REVISE HOTEL ADD UT SHEETS SHEETS ╋╺╋╺╋╺╋╺╋╺╋╺╋╺╋ 3 3 3 8 8 8 8 8 8 8 8 8 8 8 8 ─↓ ↓ ↓ ↓ ↓ ↓ 0 = 2 2 **4** 5 **6 7 8** LEASE AREAS REVISED LEASE - NEW ADD SHEET 2 OF 2 REVISED LEASE AREA ADD PHOENIX DETAIL , CORRECT DIMENSION FINALIZE 6 6 6 6 6 2 2 8 6 2 8 5 2 - ~ ~ ~ ~ 2 $\overline{\mathbf{G}}$ 0 **JECTI** S Õ E Õ S Ϊm A TSH 3038-6