LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement") is entered into by and between R.J. Enterprises Associates, LLC, a Connecticut limited liability company (the "Licensor"), with a principal place of business at 140 Porter Hill, Middlebury, Connecticut 06762, acting herein by Joseph Diaferio, its Member, duly authorized and the STATE OF CONNECTICUT acting herein by and through Raeanne V. Curtis, its Department Of Public Works Commissioner (the "Licensor" or the "State") with an address of 165 Capitol Avenue, Hartford, Connecticut, 06106, pursuant to the authority conferred upon her pursuant to the provisions of the Connecticut General Statutes Section 4b-1, as revised.

WHEREAS, the Licensor is the owner of a certain real property located at 481-489 Meadow Street, Waterbury, Connecticut (referenced herein as the "Parking Lot" or "Property"); and

WHEREAS, the Licensee requests use of a portion of the paved and street lighted parking lot consisting of 96 spaces.

NOW THEREFORE, for good and valuable consideration and the mutual promises contained herein, the parties hereto agree as follows:

1. License. The Licensor hereby grants to the Licensee a temporary, non-exclusive license to enter over, across and upon the Property in the location shown on Exhibit A attached hereto and made a part hereof (the "License Area") for the purpose of utilizing 96 parking spaces. The Licensee expressly agrees that it does not and shall not claim, at any time, any interest or estate of any kind or extent whatsoever in the Property.

2. Duties of Licensor. Licensor shall be responsible for management and operation of the Parking Lot, including but not limited to, providing utilities for the Parking Lot, maintenance and repair of the Parking Lot (including all surfaces) as needed to keep the lot in good working order and condition, lighting the parking lot, striping the parking spaces, snow and ice removal and sanding by 7:00 a.m. Monday through Friday. If precipitation necessitating such work continues throughout a working day, even if intermittently, the LESSOR must establish and maintain an open travel area for vehicles and clear walking paths to and from the Parking Lot, at all time during the operating hours set forth in paragraph 5(a) below, and sanding and de-icing of all parking areas, walkways, sidewalks, stairs and ramps located in the License Area at the reasonable request of the LESSEE.

3. Consideration. In consideration of the license granted by this Agreement, the Licensee shall pay the Licensor a fee of Fifty-Six Thousand Three Hundred Four and 00/100 Dollars ($56,304.00) per year, payable in equal monthly installments of Four Thousand Six Hundred Ninety-Two and 00/100 Dollars ($4,692.00) by the end of each calendar month in arrears. Use for a period less than a full calendar month at the commencement, termination or during any partial interruption of this agreement shall be prorated by

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dividing the monthly rent by thirty and multiplying the resulting quotient by the number of days of occupancy.

4. Term. The term of this Agreement shall be three (3) years and will commence upon date Agreement is approved by the Office of the Attorney General.

5 Use.

a. Hours of use shall be twenty-four hours per day, seven (7) days a week.

b. The Licensee shall use the License Area solely to park vehicles.

c. No dangerous explosives shall be permitted to be brought onto the Property and no such explosives shall be stored or used on the Property.

d. The Licensee shall not install any equipment or fixtures or make any alterations to the property without proper written consent from the Licensor.

6 Insurance & Indemnification.

a. The Licensor shall maintain Commercial General Liability Insurance, providing for a minimum limit of One Million ($1,000,000.00) Dollars for a damages arising out of bodily injuries to or death of all persons in any one accident or occurrence and for all damages arising out of injuries to or destruction of property in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of Two Million ($2,000,000.00) Dollars for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injuries to or destruction of property during the term of this Agreement at no cost to the Licensee. Annually, the Licensor shall provide the Licensee with a certificate of insurance to this effect. The insurer shall be licensed by the State of Connecticut and be rated A- or better.

b. At all times during the term of this Agreement, the Licensor shall indemnify, defend and hold harmless the Licensee and its successors and assigns from and against all (a) actions, suits, claims, demands, investigations and legal, administrative or arbitration proceedings pending or threatened, whether mature, unmature, contingent, known or unknown, at law or in equity, in any forum (collectively, "Claims") arising in connection with this Agreement out of acts of commission or omission (collectively, the "Acts") by the Licensor or any of its members, directors, officers, shareholders, representatives, agents, servants, consultants, employees or any person or entity with whom the Licensor is in privity of oral or written contract (collectively, "Licensor Parties"); (b) liabilities arising in connection with this Agreement out of the Licensee's or Licensee Parties' Acts concerning its or their duties and obligations as set forth in this Agreement; and (c) damages, losses, costs and expenses, investigative costs and attorneys' and other professionals' fees, that may arise out of such Claims and/or liabilities for bodily injury, death and/or property damage. The Licensor shall reimburse the Licensee, for any and all damage to the real or personal property of the Licensee caused by the Acts of the

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Licensor or any Licensor Parties. In case any Claim is brought against Licensee, its officers, agents and employees, by reason of any of the Licensor's or Licensor Parties' Acts, the Licensor shall, at the Licensor's expense, resist and defend such Claim, or cause the same to be resisted or defended, by retained competent counsel acceptable to the Licensee. The Licensor shall cause such counsel to defend any Claim vigorously and at no cost or expense to the Licensee, but may not hold itself out as Licensee's counsel. The provisions of this Section shall survive the expiration of this Agreement, and shall not be limited by reason of any insurance coverage.

7. Miscellaneous.

a. At the expiration or termination of this Agreement, the Licensee may continue to utilize the Parking Lot on a month-to-month basis at the amount in effect during the previous term and subject to the same terms, conditions and covenants contained herein. Notwithstanding this provision, the Licensor shall not charge and the Licensee shall not pay an increase in the consideration unless the Licensor shall have provided the Licensee written demand of the increase at least 45 days prior to the requested effective date and such increase has been previously approved in writing by the State Properties Review Board.

b. All notices required under this Agreement shall be in writing and shall be transmitted by certified mail, return receipt requested (postage prepaid) as follows:

to the Licensee at:	Commissioner of Public Works Department of Public Works, State Office Building, 165 Capitol Avenue, Hartford, CT 06106,
with a copy to:	Department Of Public Works Leasing and Property Transfer Unit, State Office Building, 165 Capitol Avenue, Room G-1, Hartford, CT 06106
to the Licensor at :	140 Porter Hill, Middlebury, Connecticut 06762

c. This Agreement shall be governed in accordance with the laws of the State of Connecticut, without regard to its conflicts of laws provisions.

d. This Agreement, whatever the circumstances, shall not be binding on the Licensor or Licensee unless and until approved by the Attorney General of the State of Connecticut and delivered to the Licensor.

e. This Agreement may not be modified except in writing signed by both the Licensor and Licensee. Any modification of this Agreement or additional obligation assumed by either of the Licensor or the Licensee in connection with this Agreement shall be binding only if evidenced in a writing signed by the Licensor and the Licensee or an authorized representative of the Licensor or the Licensee, and approved by the Attorney General of the State of Connecticut.

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f. The parties acknowledge and agree that nothing in this Agreement shall be construed as a waiver by the Licensee of any rights or defenses of sovereign immunity with respect to this Agreement. To the extent this provision conflicts with any other provision of this Agreement, this provision shall govern.

g. This Agreement shall not be recorded on the Land Records.

h. The failure of the Licensee to insist upon the performance of any of the terms and conditions of this Agreement or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

i. The Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Agreement as if they had been fully set forth in it. At the Licensor's request, the Licensee shall provide a copy of these orders to the Licensor. The Agreement may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

j. The Agreement is subject to the non-discrimination provisions attached hereto as Exhibit B and made a part hereof.

k. STATE CONTRACTS: For all State contracts as defined in P.A. 07-1 having a value in a calendar year of $50,000 or more or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice (SEEC FORM 11) advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

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IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed as set forth below.

Signed in the presence of:

Barbara A. Carbon

R.J Enterprises Associates, LLC

By: Joseph Diaferio, Member
Joseph Diaferio
Its Member
Duly Authorized

Date signed: 9-3-2008

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC WORKS

Signed in the presence of:

Holly J. Hart
HOLLY J. HART

Diane M. Chace
DIANE M. CHACE

By: Raeanne V. Curtis
Raeanne V. Curtis
Its Commissioner of Public Works
Duly Authorized

Date signed: 1/22/09

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STATE OF Connecticut)
) ss: Middlebury
COUNTY OF New Haven)

On this the 3rd day of Sept., 2008, before me, the undersigned officer, personally appeared Joseph Diaferio, Member of R.J. Enterprises Associates, LLC, executed the foregoing Agreement as his free act and deed and the free act and deed of said limited liability company.

In witness whereof I hereunto set my hand.

Barbara A. Carlson

~~Commissioner of the Superior Court.~~
Notary Public My Commission Expires March 31, 2009
My Commission Expires:

STATE OF CONNECTICUT)
) ss: Hartford
COUNTY OF HARTFORD)

On this the 22nd day of January, 2009, before me, the undersigned officer, personally appeared Raeanne V. Curtis, Commissioner of the Department of Public Works, State of Connecticut, known to me to be the person described in the foregoing instrument, and acknowledged that she executed the same in the capacity as therein stated and for the purposes therein contained.

In Witness Whereof I hereunto set my hand.

Diane M. Chace

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

DIANE M. CHACE
NOTARY PUBLIC
MY COMMISSION EXPIRES JULY 31, 2009

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Accepted:
DEPARTMENT OF CHILDREN AND FAMILIES

By: _____ Date signed: 10/2/08
Susan I. Hamilton
Its Commissioner

Approved in conformance with Conn. General Stat. 4-b-23(o)(2), as revised
OFFICE OF POLICY AND MANAGEMENT:

By: _____ Date signed: 5/27/09
Robert Genuario
Its Secretary

Approved:
STATE PROPERTIES REVIEW BOARD

By: _____ Date signed: 6/29/09
Edwin S. Greenberg
Its Chairman

Approved:
OFFICE OF THE ATTORNEY GENERAL

By: _____ Date signed: 7/10/09
William B. Gundling
Its Associate Attorney General

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395 West Main Street, Waterbury
Property of the State of Connecticut

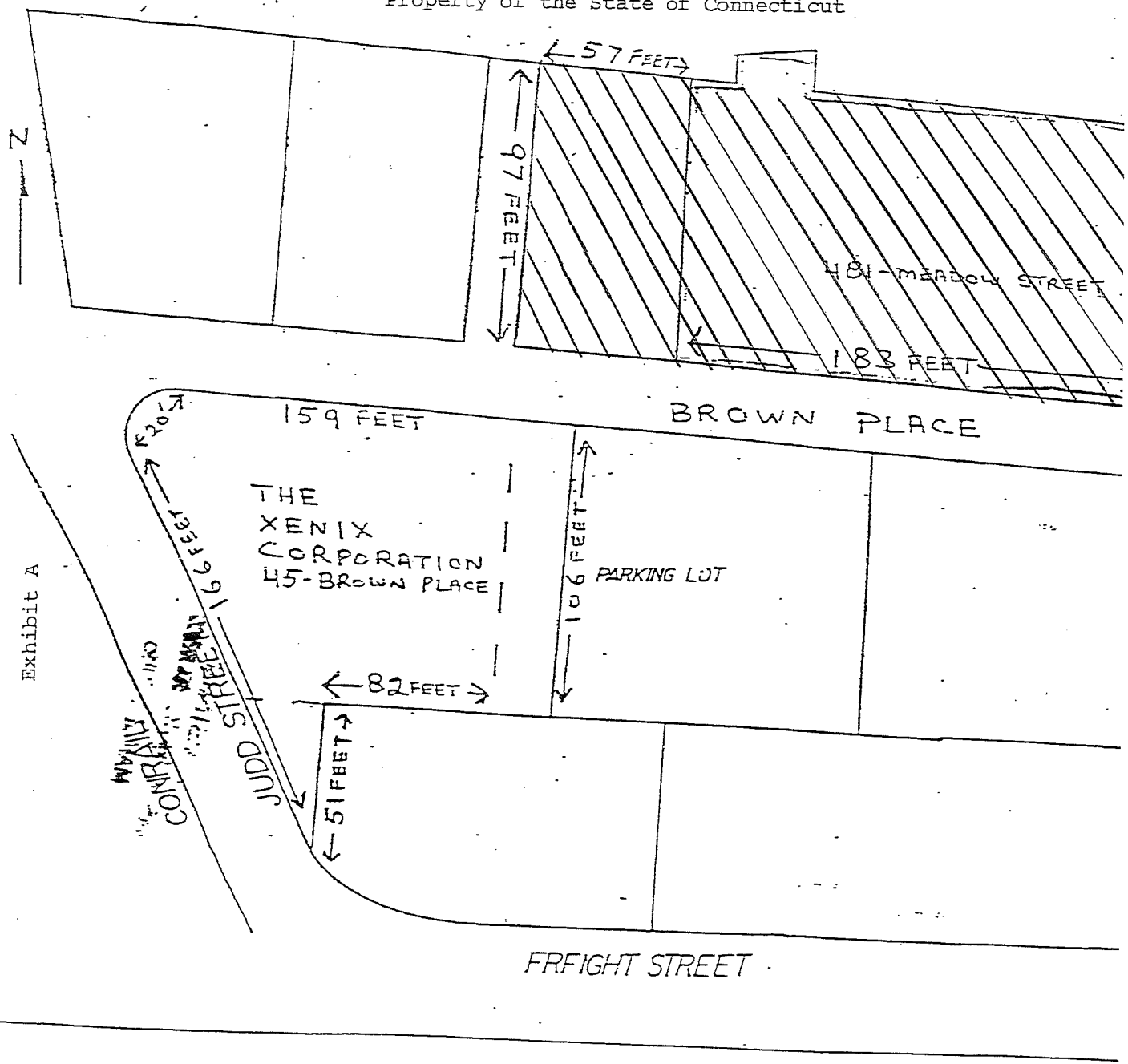

Exhibit A

WATERBURY REPUBLICAN
& AMERICAN NEWSPAPER

EXHIBIT B

NON-DISCRIMINATION PROVISIONS

References in this Article to "contract" shall mean this lease and references to "contractor" shall mean the LICENSEE. The following section is inserted in this contract in connection with subsection (a) of Section 4a-60a of the General Statutes of Connecticut, as revised:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under the this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Section 46a-56; (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts concerning the employment practices and procedures of the contractor which relate to this provisions of this section and Section 46a-56. The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with Section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

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

The following section is inserted in this contract in connection with subsection (a) of Section 4a-60 of the General Statutes of Connecticut, as revised:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of

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persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and Sections 46-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and Section 46a-56. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

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

Determination of the contractor's good faith efforts shall include, but shall not be limited to, the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission

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SEEC FORM 11

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

Campaign Contribution and Solicitation Ban

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract* or *state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or *solicit* contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties--$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of $2000 or twice the amount of the prohibited contributions made by their principals.

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Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or $5000 in fines, or both.

Contract Consequences

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or

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unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract,* (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.
"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.
"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling

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contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

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