

LEASE

This lease is made and entered into by and between Geza Scap (the "LESSOR"), whose address is 421 Tunxis Hill Road, Fairfield Connecticut 06430 and the State of Connecticut (the "LESSEE"), acting herein by Racanne V. Curtis, its Commissioner of Public Works, duly authorized, pursuant to the provisions of subsection (a) of Section 4b-30 of the General Statutes of Connecticut, as revised.

NOW, THEREFORE, The parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

SECTION ONE

The LESSOR hereby leases unto the LESSEE the entire parking garage consisting of approximately one hundred forty (140) paved and lighted spaces situated at 95 Chapel Street in the City of Bridgeport, County of Fairfield and State of Connecticut (the "Parking Garage"), together with all appurtenances thereto and all right to means of ingress into and egress out of the leased premises and together with improvements, equipment and facilities of the Lessor now located or to be located on said premises, as more particularly described in Exhibit A attached hereto and made a part hereof.

SECTION TWO

The LESSEE is to have and to hold the Parking Garage for the term of Five (5) years commencing upon the approval of this lease by the Attorney General of the State of Connecticut.

SECTION THREE

The LESSEE shall pay the LESSOR the rental of One Hundred Twenty-Six Thousand and 00/100 (\$126,000.00) Dollars per year, payable in equal monthly installments of Ten Thousand Five Hundred and 00/100 (\$10,500.00) Dollars, which equals a rate of Seventy-Five and 00/100 (\$75.00) Dollars per space per month, by the end of each calendar month. LESSEE shall pay additional rent, if applicable, as set forth in Exhibit C attached hereto and made a part hereof.

SECTION FOUR

This lease may be renewed at the option of the LESSEE for five (5) years at the rate of One Hundred Thirty-Four Thousand Four Hundred and 00/100 (\$134,400.00) Dollars per year, payable in equal monthly installments of Eleven Thousand Two Hundred and 00/100 (\$11,200.00) Dollars, which equals a rate of Eighty and 00/100 (\$80.00) Dollars per space per month, by the end of each calendar month, provided that written notice is posted to the LESSOR at least ninety (90) days before the end of the original lease term. All other terms and conditions of the lease shall remain in effect.

SECTION FIVE

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The LESSOR, as part of the rental consideration, shall be responsible for snow plowing of the garage and driveway, salting and sanding prior to 7:30 a.m; rubbish removal; grounds keeping, including sweeping; maintenance and repair of the Parking Garage (including all surfaces) as needed to keep the garage in good working order and condition; and taxes except as set forth in Exhibit C attached hereto and made a part hereof. The LESSEE shall provide snow removal on the sidewalks, including salting and sanding; separately metered utilities, including electricity and gas; and replacement of tubes, ballasts and bulbs.

SECTION SIX

The LESSOR agrees that if any rental installment shall be due and unpaid for fifteen (15) or more days after its due date, such nonpayment shall not constitute a default under the terms of this lease unless prior thirty (30) days written notice is given to the Commissioner of the Department of Public Works of such nonpayment.

SECTION SEVEN

At all times during this lease and during any extension or renewal thereof or holdover period, the LESSOR shall indemnify, defend and hold harmless the LESSEE 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, unmatured, contingent, known or unknown, at law or in equity, in any forum (collectively, "Claims") arising in connection with this lease out of acts of commission or omission (collectively, the "Acts") by the LESSOR or any of its members, directors, officers, shareholders, representatives, agents, servants, consultants, employees or any other person or entity with whom the LESSOR is in privity of oral or written contract (collectively, "LESSOR Parties"); (b) liabilities arising in connection with this lease out of the LESSOR'S or LESSOR Parties' Acts concerning its or their duties and obligations as set forth in this lease; 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 LESSOR shall reimburse the LESSEE, for any and all damage to the real or personal property of the LESSEE caused by he Acts of the LESSOR or any LESSOR Parties.

The LESSEE shall give to the LESSOR reasonable notice of any such Claim. The LESSOR shall also use counsel acceptable to the LESSEE in carrying out its obligations hereunder. The provisions of this Article shall survive the expiration or early termination of this lease, and shall not be limited by reason of any insurance coverage.

SECTION EIGHT

The LESSEE may sublet all or any part of the Parking Garage or assign this lease, not, however, without the LESSOR'S prior written approval, which approval shall not be unreasonably withheld but the LESSOR and the LESSEE shall not be relieved from the terms, conditions and obligations under this lease by reason of any such subletting or assignment.

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SECTION NINE

The LESSEE shall have the right, at its option, at any time during the continuance of this lease and/or during any extension or renewal of this lease and/or within thirty (30) days after the termination of this lease and/or within thirty (30) days after the termination of any extension or renewal of this lease and/or within thirty (30) days after the termination of any hold over period, to sever, remove or otherwise dispose of all alterations, additions, improvements, fixtures, equipment and any other property owned by the LESSEE and placed on said premises by the LESSEE during the duration of this lease and/or during any extension or renewal of this lease and/or during any hold over period and/or during any previous lease, provided that any damage to the said premises caused by such removal shall be repaired by the LESSEE.

SECTION TEN

If all or some of the Parking Garage becomes unfit for use for the purposes leased, the LESSOR shall put the same in satisfactory condition as determined by the LESSEE for the purposes leased. If the LESSOR does not do so or fails to do so with reasonable diligence, the LESSEE, in its discretion, may cancel the lease. For any period that the Parking Garage or any portion thereof is unfit for the purposes leased, the rent shall be abated in proportion to the area determined by the LESSEE to have been rendered unavailable to the LESSEE by reason of such condition.

SECTION ELEVEN

At the expiration or other termination of this lease, the LESSEE will surrender the Parking Garage in as good condition as that existing at the time of entering upon the same under this lease except for reasonable use and wear thereof, damage by the elements, fire or other unavoidable casualties and except for any alterations or additions which may have been made by the LESSOR or by the LESSEE with the written consent of the LESSOR, and which were made with the understanding that they would not be removed by the LESSEE.

SECTION TWELVE

If at the expiration or termination of the lease term the LESSEE shall hold over for any reason, the tenancy of the LESSEE thereafter shall operate and be construed to be a tenancy from month-to-month only, at the base rent hereinbefore specified (prorated on a monthly basis) and otherwise the LESSOR and LESSEE shall be subject to all other terms and conditions of this lease.

SECTION THIRTEEN

Notices from the LESSEE to the LESSOR shall be sufficient if delivered to the LESSOR or if sent by facsimile or if placed with the United States Postal Service, certified mail, postage prepaid, addressed to the LESSOR at the address shown in this lease. Notices from the LESSOR to the LESSEE shall be sufficient if placed with the United States Postal Service, certified mail, postage prepaid, addressed to the:

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Commissioner, Department of Public Works
State Office Building
165 Capitol Avenue,
Hartford, Connecticut 06106-1630

with copy to:

Leasing and Property Transfer, Department of Public Works
State Office Building, Room G-1
165 Capitol Avenue
Hartford, Connecticut 06106-1630.

SECTION FOURTEEN

No change in ownership shall be binding upon the LESSEE unless and until the LESSEE has been furnished either with the original instrument evidencing such transfer or a true copy thereof.

SECTION FIFTEEN

This lease shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.

SECTION SIXTEEN

This lease, including the exhibits and schedules attached hereto that are made a part of this lease and any plans, drawings, specifications, affidavits, maps, booklets or parts thereof, and statements that are incorporated herein by reference and made a part of this lease, contains the entire agreement of the parties and all prior negotiations, agreements and understandings are merged herein. Neither the LESSOR'S nor the LESSEE'S representatives have made any representations or warranties with respect to the premises or this lease except as expressly set forth herein, and no rights, easements or licenses are or shall be acquired by the LESSOR by implication or otherwise unless expressly set forth herein.

SECTION SEVENTEEN

This lease, whatever the circumstances, shall not be binding on the LESSEE unless and until approved by the Attorney General of the State of Connecticut and delivered to the LESSOR.

SECTION EIGHTEEN

The LESSOR covenants to being well seized of the Parking Garage and that said premises as constituted and for the purposes leased are and will continue to stand in compliance with all codes and ordinances and the requirements of the Americans with Disabilities Act of 1990 including any amendments or regulations pertaining thereto, applicable to the ownership, occupancy and operation of the Parking Garage. The LESSOR covenants to having good right to lease the Parking Garage and agrees to defend the title thereto and to reimburse and hold the

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LESSEE harmless from all damage and expenses which the LESSEE may suffer by reason of any restriction, encumbrance or defect in such title. The LESSOR will suffer and permit the LESSEE to occupy, possess and peacefully enjoy the demised premises without hindrance or molestation from the LESSOR or any other party or person claiming by, from or under the LESSOR.

SECTION NINETEEN

The LESSOR'S affidavits entitled "STATEMENT OF FINANCIAL INTEREST" and "CONTACT AFFIDAVIT" are incorporated herein by reference and made a part hereof as though fully set forth herein and shall be a condition of the lease. Any false statement contained in said affidavits shall constitute a breach of this lease and would give the LESSEE the right to terminate the lease at any time by giving written notice.

SECTION TWENTY

The LESSEE shall not be responsible for any payments or reimbursements under this lease except those expressly provided herein.

SECTION TWENTY-ONE

Any modification of this lease or additional obligation assumed by either of the LESSOR or LESSEE in connection with this lease shall be binding only if evidenced in writing signed by the LESSOR and the LESSEE or an authorized representative of the LESSOR or LESSEE, and approved by the Attorney General.

SECTION TWENTY-TWO

The LESSEE shall not be liable for damage to any property or injury to person caused by the LESSOR'S negligence, omission or misconduct or willful, wanton and intentional acts or caused by the LESSOR'S criminal conduct.

SECTION TWENTY-THREE

The LESSEE shall not be liable to the LESSOR and to any person for any loss, damage to any person for any loss, damage to any property or injury to any person occasioned by theft, fire, act of God, public enemy, injunction, riot, insurrection, war, court order, requisition or order of governmental authority, or any other matter beyond the control of the LESSEE.

SECTION TWENTY-FOUR

The LESSEE shall not have any obligations and duties under this lease except those expressly provided herein.

SECTION TWENTY-FIVE

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The liability of LESSOR to indemnify and save and hold harmless LESSEE shall be effectively protected by insurance. The limits of coverage of such insurance purchased by the LESSOR shall not in any way limit, reduce or restrict the LESSOR'S obligations under any indemnification and save and hold harmless provisions stated in this lease.

SECTION TWENTY-SIX

It is agreed that this lease shall be governed by, construed, and enforced in accordance with the laws of the State of Connecticut.

SECTION TWENTY-SEVEN

Each provision of this lease to be performed by the LESSOR shall be construed to be both a covenant and condition, and if there shall be more than one LESSOR, they shall be bound jointly and severally by each and every section and provision of this lease.

SECTION TWENTY-EIGHT

In no event shall the LESSEE be obligated or liable for any additional rent not expressly provided for in this lease.

SECTION TWENTY-NINE

The LESSEE may record this lease, provided however, that the LESSOR, at the written request of the LESSEE, shall join in the execution of a notice or memorandum of this lease in such form as the LESSEE shall prepare for the purpose of recordation pursuant to General Statutes Section 47-19.

SECTION THIRTY

If for any reason the terms of this lease or any substantive provision thereof, shall be found to be unenforceable, illegal or in violation of public policy, this lease shall automatically be amended to conform to the applicable decision, and the LESSOR and LESSEE hereto expressly agree to execute any amendments necessary to effectuate the goals and purposes of this lease.

SECTION THIRTY-ONE

The LESSEE may, at its own discretion, with written approval from the LESSOR, not to be unreasonable withheld, install, and subsequently remove, security enhancements to the Demised Premises, including, but not limited to secured access, cameras and an intrusion system at the LESSEE'S sole expense. The LESSEE may at any time, without notice to the LESSOR and at the LESSEE'S expense, perform a security audit of the Demised premises or Total Premises. The LESSOR shall comply with any renovations required to complete security modifications including, but not limited to, adding security personnel, equipment installation, and wiring as required. Any and all costs and expenses associated with the audit adding security personnel and/or equipment shall be borne by the LESSEE. The LESSEE may require the LESSOR obtain

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itemized, competitive bids to implement the work at the LESSEE'S expense. In so doing, the LESSOR shall follow and observe all of the bidding procedures and safeguards of the Department of Public Works. The LESSOR shall fully cooperate with the LESSEE'S consultants, security personnel, and policy forces. If there is a dispute concerning security issues, the LESSEE'S security personnel shall have the final determination. The LESSOR shall keep all of the LESSEE'S security arrangements and systems confidential. The LESSOR and the LESSEE shall comply with the provisions of Conn. Gen. Statutes 4b-135, concerning security requirements for new leases. Further, the LESSOR shall comply with any security procedures or "post orders" as may be issued by the LESSEE.

SECTION THIRTY-TWO

The Lease 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, Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, 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, all of which are incorporated into and are made a part of the Lease as if they had been fully set forth in it. The LESSEE shall provide copies of such orders to the LESSOR within 5 days of receiving a written request from the LESSOR.

SECTION THIRTY-THREE

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 advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Exhibit B attached hereto.

SECTION THIRTY-FOUR

NON-DISCRIMINATION PROVISIONS

References in this Article to "contract" shall mean this lease and references to "contractor" shall mean the LESSOR. 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

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bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Section 46a-56; (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 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

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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 may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

The contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

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 a 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

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Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

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

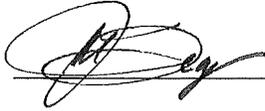
SECTION THIRTY-FIVE

- (a) Throughout the Term, LESSOR shall maintain, at LESSOR's sole cost and expense, a policy or policies of comprehensive general liability insurance, including contractual liability coverage, in an amount not less than \$1,000,000 per occurrence (and \$2,000,000 aggregate per year) for each occurrence with respect to loss of life, bodily and/or personal injury and/or damage to property, with a deductible (or self-insured retention) not greater than \$10,000 per occurrence. Such insurance policy or policies shall name the LESSEE and LESSEE's officials, agents and employees as additional insureds.
- (b) The LESSOR shall maintain Worker's Compensation and Employer's Liability insurance in compliance with the laws of the state of Connecticut, which coverage shall include Employer's Liability coverage with minimum limits of \$100,000 for each accident, \$500,000 for disease, and \$100,000 for each employee, per policy period.
- (c) Throughout the Term, LESSOR also shall maintain, at LESSOR's sole cost and expense, a policy or policies of standard fire and casualty insurance, including special form coverage, insuring the Garage against all risks of damage thereto, together with endorsements insuring against damage and other loss, costs and expenses due to earthquake, demolition, increased cost of construction, contingent liability associated with building laws and regulations. The coverage limits for such insurance shall be not less than one hundred percent (100%) of the full replacement cost of the Garage and, in all events, in such amounts so that LESSOR is not deemed a co-insurer of any loss, risk or damage covered thereby. The deductible under such policy or policies shall not exceed \$50,000 per occurrence. The amount of casualty insurance maintained by LESSOR shall in no way limit the LESSOR's obligations to repair or reconstruct the Garage or any portion thereof following a casualty.
- (d) The insurance required hereunder shall be written with insurers licensed to do business in the State of Connecticut and which are rated A-(VIII) or better by the latest edition of Best's Rating Guide or, if not available, any generally recognized replacement therefor. Each policy of insurance required hereunder shall provide for a minimum of thirty (30) days prior notice of any cancellation or changes in coverage. Copies of insurance policies required of one party shall be provided to the other not later than the Commencement Date and thereafter not later than thirty (30) days prior to the expiration of each such policy.
- (e) The LESSOR shall be fully and solely responsible for any and all costs and expenses associated with the insurance requirements herein. None of the LESSOR's insurers shall have any right of subrogation or recovery against LESSEE or any of LESSEE's officials, agents or employees. All insurance maintained by LESSOR shall be primary and shall not be in excess of any other insurance.

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

Signed in the presence of:

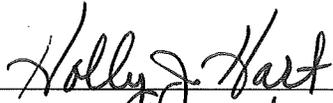


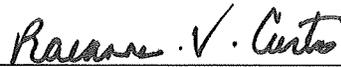

_____ Geza Scap

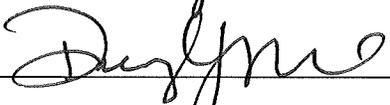


Date signed: 1-14-08

STATE OF CONNECTICUT


_____ Holly J. Hart

By: 
_____ Raeanne V. Curtis
Its Commissioner of Public Works,
Duly authorized


_____ Douglas J Moore

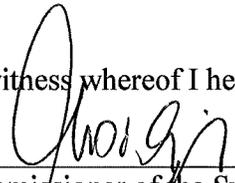
Date signed: 4-4-08


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STATE OF CONNECTICUT)
) ss. Bridgeport
COUNTY OF FAIRFIELD)

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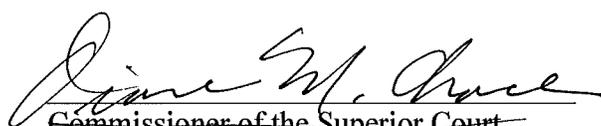
The foregoing instrument was acknowledged before me this 14th day of Jan 2007, by Geza Scap, known to me to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity as therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand.


Commissioner of the Superior Court
Notary Public
My commission expires 10/31/08

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

On this the 4th day of April, 2008, 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.

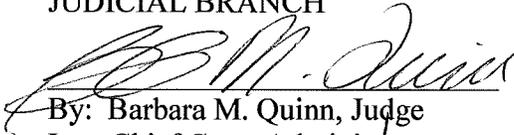
In witness whereof I hereunto set my hand.


Commissioner of the Superior Court
Notary Public
My commission expires:

DIANE M. CHACE
NOTARY PUBLIC
MY COMMISSION EXPIRES JULY 31, 2000

9/11/08

Accepted:
JUDICIAL BRANCH



By: Barbara M. Quinn, Judge

Its: Chief Court Administrator

Date signed: 11/8/08

Approved in Conformance with Conn. Gen. Stat. Sections 4b-23(o)(2), As revised,
OFFICE OF POLICY AND MANAGEMENT



By: Robert Genuario

Its: Secretary

Date signed: 8/27/08

Approved:
STATE PROPERTIES REVIEW BOARD

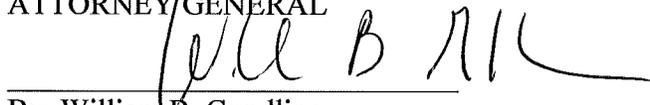


By: Edwin S. Greenberg

Its: Chairman

Date signed: 9/11/08

Approved:
ATTORNEY GENERAL



By: William B. Gundling

Its: Associate Attorney General

Date signed: 9/26/08



EXHIBIT A

LEGAL DESCRIPTION

A certain piece or parcel of land with the buildings thereon situated in the Town of Bridgeport, County of Fairfield and State of Connecticut on the southerly side of Chapel Street and shown as Lot 1 on a map entitled "Map of property in Bridgeport, Conn. For: STRATFIELD ASSOCIATES Scale: 1" = 30' Apr 22, 1985 Revised July 12, 1985, FULLER & CO: INC. Engineers - Surveyors" on file in the Town Clerk's Office in said Town of Bridgeport and more particularly bounded and described as follows:

Beginning at a point in the southerly line of Chapel Street at the northwesterly corner of the parcel herein described, and which point is in the east line of land now or formerly of City of Bridgeport;

thence running easterly along the southerly line of Chapel Street, 136.34 feet;

thence running southerly in a line forming an exterior angle of 90° with the southerly line of Chapel Street, along other land of Stratfield Associates, 192.93 feet to the northerly line of land now or formerly of State of Connecticut;

thence running westerly along said land now or formerly of State of Connecticut, 131.74 feet to said land now or formerly of City of Bridgeport;

thence running northerly along said land now or formerly of City of Bridgeport, 185.60 feet to the southerly line of Chapel Street at the point of beginning.

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EXHIBIT B

See attached SEEC Form 11

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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.

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.

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

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"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 contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such

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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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EXHIBIT C

ADDITIONAL RENT

The LESSEE shall pay as additional rent one hundred percent (100%) of any real property tax increases on the Parking Garage during the term of occupancy that exceed the Base Taxes. The term Base Taxes is defined as those taxes levied on the Parking Garage pursuant to the assessed value in effect as of the date the Office of Attorney General approves this lease, subject to the following requirements and conditions:

- (a) none of the escalation provisions in this Exhibit shall not apply if the LESSOR is in default of its obligations under this lease. In no event shall the LESSEE be liable for any tax increase based on a partial tax assessment in any tax year.
- (b) in no event shall the LESSEE be obligated, required or liable to pay as additional rent, or otherwise, any such real property tax increases attributed to alterations, additions, improvements or any other changes made to the Parking Garage for the sole benefit of parties other than the LESSEE;
- (c) any such additional rental payment shall be established on the Town of Bridgeport's fiscal year (July 1 to June 30) basis, and shall be apportioned on a per-diem basis in regard to the last possible additional rental payment in the event occupancy by the LESSEE ends on a day other than June 30;
- (d) the LESSEE shall be relieved of all liability for increased taxes based on any revaluation of the Parking Garage by the municipality unless the LESSOR gives written notice by certified mail to the Commissioner of the Department of Public Works within ten (10) days of notice to the LESSOR by the municipality of the revaluation so as to permit the LESSEE to contest such revaluation if the Commissioner determines it to be appropriate. At the LESSEE'S request and expense, the LESSOR shall execute such documents, make such appearances and/or comply with any reasonable request of the LESSEE in connection with any such contesting. In the event that the LESSOR contests any such revaluation without written consent of the commissioner, the LESSEE shall not be responsible for any costs incurred by the LESSOR in contesting such revaluation;
- (e) following payment by the LESSOR of any tax for which the LESSOR is entitled to a reimbursement as hereinbefore provided, the LESSOR must present a copy of the receipted tax bill to the Department of Public Works Commissioner no later than ninety (90) days after the due date for the payment of the last installment of the tax, in order to be entitled to reimbursement. The LESSOR'S failure to apply for reimbursement within the time herein specified shall terminate any responsibility of the LESSEE to make reimbursement; and

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- (f) real property tax decreases, if any, based on the above shall be credited to the rent account of the LESSEE.

LESSOR shall forward to the Department of Public Works and the State Properties Review Board, as per Article 10 (Notices), a certification by the assessor as to the assessed valuation of the Parking Garage for the assessment year in effect as of the date the Office of Attorney General approves this lease.


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