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February 11, 2016

Michael J. Dalton
City Clerk
City of Waterbury
235 Grand Street, #110
Waterbury, CT 06702

2016 FEB 11 PM 4:
WATERBURY CITY CLERK

Re: Approval of (i) Conveyance Agreement, and (ii) License and Facility Operating Agreement, by and between the City of Waterbury and the Manufacturing Alliance Service Corporation relating to property at 173 Interstate Lane, Waterbury.

As you are aware, this firm serves as counsel to the City of Waterbury (the "**City**") relative to the preparation and approval of contract documentation for the above referenced transaction with the Manufacturing Alliance Service Corporation ("**MASC**"). We make reference to our correspondence to your office dated January 28, 2016, and February 3, 2016, each of which enclosed for submission to the Board of Aldermen certain proposed contracts by and between the City and MASC relating to certain real property located at 173 Interstate Lane, Waterbury, Connecticut (the "**Property**"); these included a various revisions of each of a Purchase and Sale Agreement ("**PSA**"), and a License and Facility Operating Agreement ("**License**").

As a result of ongoing negotiation and discussions with the parties, the foregoing documentation has been revised to consist of a Conveyance Agreement and License. Accordingly, find enclosed eighteen (18) copies of each of the Conveyance Agreement and revised License. We request that you kindly discard all prior copies of the PSA and License that were submitted to your office, and remove same from those matters to be scheduled and/or discussed by the Board of Aldermen at their February 22, 2016 aldermanic meeting (the "**Meeting**").

We respectfully request that you deliver the foregoing to the Board of Aldermen for review in anticipation of the Meeting. We would further respectfully request that the Conveyance Agreement and revised License be added to the Meeting agenda for consideration and approval by the Board of Aldermen. Please note that no public hearing is required in connection with these matters.

Should you have any questions or concerns regarding the foregoing, please do not hesitate to contact our office.

Sincerely,

Michael A. Ceccorulli

Enclosures

cc: Hon. Neil O'Leary (with enclosures)
Linda Wihbey, Esq. (with enclosures)
Salvatore Vitrano, Esq. (with enclosures)

CONVEYANCE AGREEMENT

By
and
Between

CITY OF WATERBURY ("GRANTEE")
a municipal corporation organized and existing
under the laws of the State of Connecticut

and

MANUFACTURING ALLIANCE SERVICE
CORPORATION, INC. ("GRANTOR")
a nonstock corporation organized
under the laws of the State of Connecticut

Dated: _____ __, 2016

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CONVEYANCE AGREEMENT

This Conveyance Agreement (this "**Agreement**") is made as of _____ ___, 2016 (the "**Effective Date**") being the date upon which the Agreement is accepted and executed by the Grantee hereunder, by and between the **CITY OF WATERBURY** ("**Grantee**"), a municipal corporation organized and existing under the laws of the State of Connecticut and **MANUFACTURING ALLIANCE SERVICE CORPORATION, INC.** ("**Grantor**"), a nonstock corporation organized and existing under the laws of the State of Connecticut.

ARTICLE 1. GRANT OF GIFT

Subject to and on the terms and conditions of this Agreement, Grantor agrees to gift to Grantee, and Grantee agrees to accept from Grantor, all of the following:

1.1 Land. The real property that is known as 173 Interstate Lane, Waterbury, Connecticut and more particularly described in **Schedule A**, attached hereto and made a part hereof, together with (a) all privileges, rights, easements and appurtenances belonging or relating to such real property, (b) all development rights, air rights, and water rights relating to such real property, and (c) all right, title and interest of Grantor in and to any streets, alleys and other rights-of-way or appurtenances included in, adjacent to or used in connection with such real property (the "**Land**").

1.2 Improvements. Any and all buildings, structures, systems, facilities, fixtures, fences and parking areas located on the Land and any and all machinery, equipment, apparatus and appliances located on the Land (such as facilities used to provide utility services or other amenities on the Land) and any and all other improvements located upon the Land (collectively, the "**Improvements**"). The Land and Improvements are hereinafter jointly referred to as the "**Property**".

1.3 Personal Property. All of Grantor's right, title and interest in and to any personal property located on and necessary for the function of the Premises (the "**Personal Property**"), with the exception of that personal property used by the Grantor in connection with its training and educational operations (the "**Grantor's Remaining Personal Property**").

ARTICLE 2. GRANTEE OBLIGATIONS/CONTINGENCIES

2.1 No consideration. The Property shall be delivered to Grantee without consideration of any kind, it being the intent of the parties that the Property conveyed hereunder shall be a gift.

2.2 Leases/Licenses. As a condition of making the gift described herein:

(a) Grantor shall reserve for itself a non-exclusive license to use a certain portion of the Property for a term of twenty (20) years after Closing, pursuant to the

terms of that certain License and Facility Operating Agreement attached as **Schedule B** and made a part hereof (the "**Grantor License**"), which shall be executed by Grantor and Grantee at Closing.

(b) Grantor shall assign, and Grantee shall assume, that certain lease agreement between Employers Association of the North East ("**EANE**") and Grantor pursuant to which EANE leases from Grantor and Grantor leases to EANE certain premises at the Property (the "**EANE Lease**").

2.3 Contingencies.

2.3.1 Due Diligence Contingencies. Grantor acknowledges that Grantee shall be permitted to conduct investigations of the Property, which may include, but not be limited to, inspections which Grantee deems necessary to determine the condition of all structures and systems, the roof, exterior walls, foundation, electrical, HVAC, plumbing, parking lot, examination of any and all documentation with respect to the Property, examination of title to the Property, conduct tests to determine the presence or absence of hazardous wastes, asbestos, lead, radon and other similar materials and substances, obtain a current survery thereof, determine the compliance of the Property with all applicable laws rules, codes and regulations, conduct engineering inspections, test borings, soil tests, site evaluations and such other evalutions, inspections and tests as Grantee desires, and conduct any other investigation Grantee deems necessary, which may include, without limitation, Phase I and Phase II investigations and any follow up investigations recommended by those reports to protect Grantee as an Innocent Purchaser under Environmental Laws (collectively, the "**Due Diligence**"). Grantee shall have a period of forty-five (45) days after the Effective Date to conduct, a Phase I investigation, which period may be extended for an additional ninety (90) days at Grantee's option upon the recommendation of any follow up investigations to be conducted under any environmental site assessment (said period, as it may be extended, the "**Due Diligence Period**"). Grantor, at its option, may request that Grantee's LEP provide Grantor with a reliance letter for such Phase I report.

2.3.1.1 Within ten (10) business days of the execution of this Agreement by both parties, Grantor shall deliver to Grantee copies of any and all written materials in its or its agents' possession, if any, related to the environmental condition of the Property, as well as copies of all permits, grants, and permit applications with respect to the Property, providing such disclosure is not otherwise restricted and is within the control of the Grantor. This disclosure of information shall be a contininuing obligation of Grantor up through the Closing Date. Grantor represents that the Environmental Reports provided to Grantee are complete copies of such reports including all schedules and exhibits. "Environmental Reports" is defined as any materials, data or other information relation to the environmental condition of the Property. The provisions of this Section 2.3.1.1 shall survive the Closing and termination of this Agreement.

2.3.1.2 In the event Grantee is not satisfied with the results of its Due Diligence, then Grantee may terminate this Agreement by providing written notice

thereof to Grantor provided that Grantor receives such notice prior to the expiration of the Due Diligence Period, at which time and upon such notice, each Party will thereafter have no further obligation or liability to the other. Furthermore, in the event Grantee timely terminates this Agreement pursuant to this section, then Grantee shall, within ten (10) business days of such termination, (i) return to Grantor all documents and computer discs which Grantor delivered to Grantee in connection with this transaction, and (ii) confirm to Grantor in writing that Grantee and its attorneys and consultants have permanately deleted all electronic copies of data, reports, or other information relating to the Property sent by Grantor or its agents.

2.3.1.3 In the event the Grantor does not receive such notice from Grantee prior to the expiriation of the Due Diligence Period, then the Grantee shall be deemed to be satisfied with its Due Diligence and shall not have the right to terminate this Agreement by virtue of this Section 2.3 and this Agreement shall remain in full force and effect.

2.3.2 Boards and Commissions Approval Contingencies. It shall be a condition of this Agreement that the City Plan Commission and the Board of Aldermen approve this Agreement prior to the date of Closing.

ARTICLE 3. TITLE MATTERS

3.1 Delivery of Title Report/Title Review. On or before ten (10) days after the Effective Date, Grantee shall obtain, at its sole cost and expense, a title report or title insurance commitment issued by a Connecticut licensed title insurance company with respect to the Premises (the "**Title Report**"). The Title Report shall be provided to Grantee, and within ten (10) days after Grantee's receipt of same, Grantee shall provide to Grantor its objections, if any, to any encumbrance or defect of title reflected in the Title Report (except as to such matters recited in **Schedule A** which exceptions, if any, are hereinafter referred to as "**Permitted Title Matters**"), each such objectionable lien or defect in title being hereinafter referred to as an "**Objection**". It shall be an obligation of Grantor to remove any lien for current installments of real estate taxes prior to the Closing Date (as defined in Section 9.1). If Grantee has not so noticed Grantor of any Objections, Grantee shall be deemed to have accepted title to the Premises, subject only to the Final Report referred to in Section 3.2, below. In the event Grantee has so noticed Grantor of any Objections, Grantor may eliminate such Objections within twenty-five (25) days after receipt of written notice thereof. If any such Objection is not so eliminated within said period of twenty-five (25) days, or if Grantor, within said period, gives written notice of Grantor's inability or unwillingness to eliminate the same at Grantor's sole expense, and, in either case, if such elimination has not been waived by Grantee, Grantee shall have the option, upon notice to the Grantor, either of (a) accepting such title subject to such uncured Objection, and to proceed with the Closing subject to all of the other terms of this Agreement, or (b) terminating this Agreement, in which event this Agreement shall become null and void, and the parties hereto shall be released and discharged of all further claims and obligations each to the other hereunder, except for the requirements of any other provisions of this Agreement that are specifically herein provided to survive such

termination. If Grantee has not so terminated this Agreement, Grantee shall be deemed to have accepted title to the Premises, subject only to the Final Report referred to in Section 3.2, below.

3.2 Subsequent Title Matters. The Title Report shall be brought current to a date on or before ten (10) days prior to the Closing Date (the **"Final Report"**), at Grantee's sole cost and expense. Grantee shall notify Grantor no later than five (5) days before the Closing Date of its Objections, if any, solely as to any matters appearing of record since the date of the Title Report. In the event of any such Objections, Grantor may eliminate such Objections within twenty (20) days after written notice thereof, and the Closing Date shall be extended accordingly. Grantor is obligated to remove all liens set forth in the Final Report that secure the payment of money or that can be removed by substitution of a bond, other than a lien for current installments of real estate taxes, and sewer and water payments for which an adjustment is to be made hereunder, at or prior to the Closing. If such Objections are not so eliminated within said period of twenty (20) days, or if Grantor, within said period, gives written notice of Grantor's inability or unwillingness to eliminate the same at Grantor's own expense, and, in either case, if such elimination has not been waived by Grantee, Grantee shall have the option, upon notice to the Grantor, either of (a) accepting such title as disclosed in the Final Report, and to close subject to all of the other terms of this Agreement, or (b) terminating this Agreement, in which event, Agreement become null and void, and the parties hereto shall be released and discharged of all further claims and obligations each to the other hereunder, except for the requirements of any provision of this Agreement that are specifically herein provided to survive such termination. If Grantee has not so terminated this Agreement, Grantee shall be deemed to have accepted title to the Premises.

3.3 Cost. Grantee shall be solely responsible for the cost of any title insurance policies that Grantee may, at its sole option, desire to pursue and/or obtain.

3.4 Monetary Encumbrances. Anything herein to the contrary notwithstanding, Grantor must "clear" (in a manner reasonably acceptable to Grantee's title insurer) every mortgage, lien or other monetary encumbrance affecting the Property as of Closing, excluding only liens arising from Grantee's activities at the Property before Closing, and liens of taxes not yet due and payable. Grantee shall not be required to object to any such encumbrance, and shall not be considered to have waived objection thereto by failing to make such objection.

ARTICLE 4. CONDITIONS PRECEDENT

4.1 Grantee's Conditions. Grantee's obligations under this Agreement are expressly subject to the timely fulfillment by Grantor of each and all of the conditions set forth in this Section 4.1 at or before the Closing. Each condition may be waived in whole or in part by Grantee by written notice to Grantor.

4.1.1 Covenants. Grantor shall have performed and complied in all material respects with all of the terms of this Agreement to be performed and complied with by Grantor prior to or at the Closing.

4.1.2 UST Notification. Grantor shall comply with the provisions of the Regulations of Connecticut State Agencies Section 221-449(d)-1(f) (the "**UST Regulations**") of the underground storage tank notification applicable to the sale of the Property to the Grantee, and Grantor shall furnish to Grantee, at least fifteen (15) days prior to Closing, all information relating to any such underground storage tank(s) which Grantor may be required to furnish to Grantee, pursuant to the UST Regulations (the "**UST Notification**")

4.1.3 Representations and Warranties. The representations and warranties of Grantor set forth in Article 5 shall be true and accurate on the Closing Date.

4.1.4 Closing Documents. Grantor shall have executed and delivered the instruments and documents required to be executed and delivered by Grantor as of the Closing Date pursuant to the provisions of this Agreement.

4.1.5 All Required Approvals Delivered. The City Plan Commission, the Board of Aldermen and any other department or agency of the City of Waterbury required to provide its approval of this Agreement shall have done so prior to the date of Closing.

4.2 Grantor's Conditions. Grantor's obligations under this Agreement are expressly subject to the timely fulfillment by Grantee of the conditions set forth in this Section 4.2, at Grantee's sole cost and expense, at or before the Closing. Each condition may be waived in whole or part by Grantor by written notice to Grantee.

4.2.1 Covenants. Grantee shall have performed and complied in all material respects with all of the terms of this Agreement to be performed and complied with by Grantee prior to or at the Closing.

4.2.2 Representations and Warranties. The representations of Grantee set forth in Article 6 shall be true and accurate on the Closing Date, as if made on such date.

4.2.3 Closing Documents. Grantee shall have executed and delivered the instruments and documents required to be executed and delivered by Grantee as of the Closing Date pursuant to the provisions of this Agreement.

4.2.4 Commitment Letter. No later than the date of Closing, Grantor shall have received a commitment letter from the Waterbury Development Corporation to provide Grantor with $40,000.00 in matching grant funding.

ARTICLE 5. CONVEYANCE, SUBJECT TO GRANTOR'S REPRESENTATIONS AND WARRANTIES

Grantor makes the following representations and warranties to Grantee with the understanding that each such representation is material and being relied upon by Grantee:

5.1 Grantor's Authority. Grantor has the requisite power and authority to own, lease and operate the Property and conduct its business where the same is now owned, leased or operated. The execution, delivery and performance of this Agreement by Grantor does not violate its constituent documents and has been duly and validly authorized by all necessary action and proceedings, and no further action or authorization is necessary on the part of any other person or entity for Grantor to execute, deliver and perform its obligations under this Agreement. This Agreement and the other documents executed by Grantor in connection herewith are legal, valid and binding obligations of Grantor, enforceable in accordance with their respective terms.

5.2 Survival of Representations and Warranties. Grantor's representations and warranties set forth in this Agreement shall survive for a period of one (1) year after Closing, and shall not merge with delivery to Grantee of the Deed.

5.3 Taxes and Condemnation. There are no pending or, to Grantor's knowledge, contemplated special taxes or special assessments that will affect the Property, or any part thereof, which is not indicated in the current real estate tax bill on the Property. There are not any unpaid tap fees, hook-up fees, impact fees and similar charges and assessments that will not be paid in full as of the Closing date for the improvements on the Property. To the Grantor's knowledge, there are no contemplated proceedings to condemn or demolish the propery or any part of it, or proceedings to declare the Property or any part of itr a nuisance.

5.4 Title to the Property. Grantor has good and marketable title to the Property, subject only to Permitted Title Matters. To Grantor's knowledge, there are no outstanding unrecorded right of first refusal, rights of reverter or options relating to the Property or any interest therein. To Grantor's knowledge, there are no unrecorded or undisclosed documents to which Grantor is a party that affect title to the Property.

5.5 Foreign Person. Grantor is not a "foreign person" within the meaning of Section 1445(f) of the United States Revenue Code.

5.6 Personal Property. Grantor is the sole owner of the Personal Property and the Personal Poperty will not be subject to any liens or security interests as of the Closing Date.

5.7 Pending Actions. There is no action, suit, arbitration, unsatisfied order or judgment, governmental investigation or proceeding pending against the Property or the

transaction contemplated by this Agreement, which, if adversely determined, could individually or in the aggregate have a material adverse effect on title to the Property or any portion thereof or which could in any material way interfere with the consummation by Grantor of the transaction contemplated by this Agreement.

5.8 Leases. The leases described on **Schedule C** attached hereto are the only leases or occupancy agreements affecting the Property. A true, correct and complete copy of the Leases and all amendments thereto has been delivered to Grantee at or prior to the date hereof. Grantor further represents and warrants to Grantee with respect to the Leases:

(a) Each Lease is in good standing and in full force and effect in accordance with its respective terms and all payments on account of rent and other sums and charges due and payable by tenant under each Lease are current;

(b) There does not exist any default, or event which, with the giving of notice or the passage of time or both, would constitute a default under any Lease;

(c) All obligations of Grantor under each Lease to be performed by Grantor have been fully performed including, without limitation, all improvements to the Property required to be furnished by Grantor pursuant to such Leases, and all improvements for which Grantor has given a tenant a credit or concession, in the form of a rent abatement, construction allowance or otherwise, have been completed in all respects to the satisfaction of the tenant under the Leases;

(d) Neither Grantor nor any of its agents or employees is in default under the Leases, none of the rights and interests of the landlord under any of the Leases are or would be subject to any rights or claims of off-set, discount, abatement or deduction, defense or counterclaim in any action brought to enforce any of the provisions thereof after the Closing or for the collection of rents accruing after the Closing, and no event which, with the giving of notice or the passage of time or both, would constitute a default by the landlord under any of the Leases has occurred or is existing;

(e) All leasing commissions with respect to the Leases have been paid in full and no brokerage commission, finder's fee or similar compensation shall be due or payable in connection with the exercise of any option to renew or extend any Lease; and

(f) Subject to the provisions of this Agreement, Grantor shall perform, or shall cause to be performed, all of the obligations to be kept, observed and performed prior to the Closing on the part of the landlord under the Leases.

5.9 No Violations.

(a) Grantor has not received any notices, orders, decrees or judgments issued, pending issuance or threatened relating to any alleged or actual violation of fire, health, safety, traffic, sanitation, water pollution, environmental or other laws affecting, against or with respect to the Property. Grantor has not received any written notification of any action, suit, proceeding or investigation pending or threatened which might become a cloud on the title to the Property or any portion thereof. From and after the date hereof, Grantor shall send to Grantee (within three (3) days of delivery to or receipt by Grantor) copies of all correspondence, notices or other communications delivered to or received by Grantor from federal, state or local governmental authorities or agencies in connection with the Property.

(b) Neither this Agreement nor the consummation of the transaction contemplated hereby will constitute or result in a violation or breach by Grantor of any agreement or contract to which Grantor is bound or the Property is subject, or any judgment, order, writ, injunction or decree issued against or imposed upon it, or will result in a violation of any applicable law, order, rule or regulation of any government authority.

(c) There are no defaults or breaches by Grantor or the Property of any of the covenants, conditions, restrictions, rights-of-way, or easements or other instruments encumbering the Property or any portion thereof.

5.10 Environmental.

(a) Grantor has not at any time, and no other party has at any time, handled, buried, stored, retained, refined, transported, processed, manufactured, generated, produced, spilled, allowed to seep, leak, escape or leech, or pumped, poured, emitted, emptied, discharged, injected, dumped, transferred or otherwise disposed of or dealt with Hazardous Substances (as hereinafter defined) on, to or from the Property. Grantor knows of no seepage, leak, escape, leech, discharge, injection, release, emission, pumping, pouring, emptying or dumping of Hazardous Substances into waters on or adjacent to the Property, or onto lands from which such hazardous or toxic waste or substances might seep, flow or drain into such waters. The term "**Hazardous Substances**" shall mean and refer to any and all pollutants, contaminants, toxic or hazardous wastes or any other substances that might pose a hazard to health or safety, the removal of which may be required or the manufacture, use, maintenance or handling of which is restricted, prohibited or penalized by any Environmental Law (including, without limitation, asbestos, urea formaldehyde foam insulation and polychlorinated biphenyls). The term "**Environmental Law**" shall mean and refer to any federal, state or local law, ordinance, rule, regulation, order, judgment, injunction or decree relating to pollution, Hazardous Substances or environmental protection (including, without limitation, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, Chapters 445 and 446k of the Connecticut General Statutes, and all amendments and supplements to any of the foregoing and all regulations issued pursuant thereto).

(b) Grantor advises that the Property is an "establishment" pursuant to, and as defined by, the Connecticut Property Transfer Act, Conn. Gen .Stat. §§ 22a-134 *et seq.* ("**Transfer Act**"), and that the Property was transferred to Grantor as such with a "Form I" (as that term is defined in the Transfer Act) filed with the Connecticut Department of Energy and Environmental Protection ("**DEEP**") in compliance with the Transfer Act. At Closing, Grantee shall execute and deliver to the Grantor a Form I. At the Closing, Grantee shall sign such Form I as the "transferee" and shall execute Section C of said Form I. Grantor shall sign such Form I as the "transferor" and shall execute Section B of said Form I. Grantor shall pay for all initial filing fees associated with the Transfer Act as well as any later, supplemental fees assessed by the DEEP. Grantor shall cooperate fully with Grantee in connection with the execution and filing of the Form I with the DEEP, and shall duly execute Section E of the Form I. Grantor agrees to deliver the proposed draft Form I to the Grantee no less than five (5) days prior to the Closing. Grantee's LEP shall deliver to Grantor a draft Environmental Condition Assessment Form (ECAF) no less five (5) days prior to Closing. At the Closing the Grantor agrees to execute and deliver to the Grantee the required ECAF. Grantor agrees to deliver the executed Form I and initial filing fees to the DEEP on the date of the Closing and to provide Grantee with date-stamped copies immediately upon filing. In no event shall Grantee be required to be the "Certifying Party" under any Transfer Act filing, or form, which may be required by reason of this conveyance. If Grantor is unwilling or unable to file a Form I, or it is determined that a Form I is not the appropriate form required under the circumstances, Grantee shall have the right to terminate this agreement upon written notice to Grantor, with no further obligation or liability upon Grantee thereafter, or, if the Closing has already occurred, Grantor shall promptly file the appropriate form with DEEP consistent with the terms and conditions of this Paragraph. Grantor shall execute the appropriate transfter form as "certifying party," as may be required.

5.11 Employees. There are no employees engaged in connection with Grantor's operation of the Property whose employment would be an obligation of Grantee or the Property after Closing.

5.12 Contracts and Agreements. There are no management agreements, service contracts or similar agreements that would be an obligation of Grantee or the Property after Closing.

ARTICLE 6. GRANTEE'S REPRESENTATIONS AND WARRANTIES

Grantee makes the following representations and warranties to Grantor with the understanding that each such representation and warranty is material and is being relied upon by Grantor:

6.1 Grantee's Authority. The execution, delivery and performance of this Agreement by Grantee does not violate its constituent documents and, except as set forth in Section 2.3.2 herein, has been duly and validly authorized by all necessary action and proceedings, and no further action or authorization is necessary (or will be as

of the effective date) on the part of any other person or entity for Grantee to execute, deliver and perform its obligations under this Agreement. This Agreement and the other documents executed by Grantee in connection herewith are legal, valid and binding obligations of Grantee, enforceable in accordance with their respective terms.

6.2 Survival of Representation and Warranties. Grantee's representations and warranties under this Agreement shall survive for a period of one (1) year after Closing.

ARTICLE 7. CHANGED CIRCUMSTANCES

If either party becomes aware of any fact or circumstance that would render false or misleading a representation or warranty made by either party, then it shall immediately give written notice of such fact or circumstance to the other party, but such notice shall not relieve either party of any liabilities or obligations with respect to any representation or warranty.

ARTICLE 8. GRANTOR'S PRECLOSING COVENANTS

Grantor shall comply with the covenants contained in this Article 8 from the Effective Date through Closing unless Grantee consents otherwise in writing. Grantee may grant or withhold any such consent requested by Grantor in Grantee's sole discretion.

8.1 Maintenance and Actions Affecting the Property. Grantor hereby covenants with Grantee that from the Effective Date hereof until the Closing or earlier termination of this Agreement, Grantor shall operate and maintain the Property in a manner generally consistent with the manner in which Grantor has operated and maintained the Property prior to the date hereof. Without limiting the generality of the foregoing, the Grantor shall: (a) maintain commercially reasonable liability and casualty insurance with respect to the Property in amounts customarily carried by owners of commercial property in the greater Waterbury area; (b) enter into service, maintenance and property management contracts affecting the Property which will or could continue beyond the Closing; (c) terminate, amend or modify any agreement affecting the Property; (d) not intentionally (by act or omission) cause any lien or other encumbrances to attach to or affect the Property; (e) not undertake any obligation, make any representation or take any action with respect to the zoning, rezoning or development of the Property; (f) not enter into or grant any leases, licenses, rights, options or other agreements with third parties affecting the Property that would be binding upon Grantee after the Closing; and (g) not make any material alterations to the Property.

8.2 No Transfers. Grantor shall not sell, encumber or otherwise transfer any interest in all or any portion of the Property.

8.3 Inspection Materials. Within ten (10) days of the Effective Date of this Agreement, Grantor shall deliver to Grantee the following: those documents, information, studies, tests and reports describing the Property or pertaining to the condition, use, development, or ownership of the Property, which are in Grantor's possession or control (collectively, the "**Inspection Materials**") including, without limitation, Environmental Reports, as well as any engineering, environmental, soil and other reports relating to physical inspections and testing, books, records, financial statements, title policies, surveys, agreements, permits, approvals, leases, plans and specifications, and all other documentation pertaining to the condition, ownership and operation of the Property.

ARTICLE 9. CLOSING

9.1 Closing Date Time and Place. Provided all conditions set forth in Article 4 have been either satisfied or waived, the parties hereto shall close this transaction (the "Closing") on or before the date which is one hundred twenty (120) days after the Effective Date (the "Closing Date") at 10:00 a.m., local time, at City Hall, 235 Grand Street, Waterbury, Connecticut, or at such other place as the parties hereto may mutually agree.

9.2 Grantor's Delivery of Documents. At the Closing, Grantor shall deliver to Grantee the following:

9.2.1 Definitive evidence, in the usual and customary forms, of the authority of the Grantor to convey the Property to Grantee pursuant to the terms and conditions of this Agreement and of the authority of the individual executing documents to do so on behalf of the Grantor (or any such other evidence required by Grantee's title insurance company).

9.2.2 A duly executed and acknowledged Warranty Deed ("**Deed**") conveying the Property to Grantee subject to the Permitted Title Matters.

9.2.3 A duly executed bill of sale conveying the Personal Property to Grantee;

9.2.4 An owner's title insurance affidavit in form customarily required by Grantee's title insurance company as to the Premises, persons in possession and mechanic's liens (excluding any mechanic's liens as a result of Grantee's activities hereunder) and survey matters;

9.2.5 A duly executed Grantor License;

9.2.6 Definitive evidence of Grantor's authorization to convey the Property and to perform all of Grantor's other obligations required by the provisions of this Agreement, including duly executed authorizing resolutions certified by the Grantor's corporate secretary and a certified incumbency certificate arttesting to the

signature and office of Grantor's signatory of this Agreement (or any such other evidence required by Grantee's title insurance company);

9.2.7 An affidavit of Grantor's non-Foreign Status;

9.2.8 Evidence satisfactory to the Grantee that the UST Notification required per Section 4.1.2 has been timely delivered; and

9.2.9 An assignment of Grantor's interest, as landlord, under the EANE Lease.

9.3 Grantee's Delivery of Documents. At the Closing, Grantee shall deliver to Grantor the following:

9.3.1 Definitive evidence, in the usual and customary forms, of Grantee's authority to accept conveyance of the Property pursuant to the terms and conditions of this Agreement and of the authority of the individual executing documents to do so on behalf of the Grantee;

9.3.2 Any costs of Closing customarily paid by Grantees of real property in the municipality, county and state in which the Land is located, plus or minus prorations as may be provided herein;

9.3.3 A duly executed Grantor License;

9.3.4 A duly executed assignment of the EANE Lease; and

9.4 Default, Termination and Remedies.

9.4.1 Grantee's Termination. Provided that a Grantee's Default (as defined below) has not theretofore occurred and remains uncured, this Agreement shall terminate, at the sole option of the Grantee, upon written notice thereof to the Grantor in the manner set forth in Section 10.1 if: (a) any condition to Closing contained in Section 4.1 has not been satisfied by Grantor or waived by Grantee in writing by the Closing Date; (b) Grantee exercises its right to terminate this Agreement as specifically permitted herein; or (c) the Closing has not occurred by the Closing Date, unless extended pursuant to the provisions of this Agreement or by a written agreement executed by both parties.

9.4.2 Grantor's Termination. Provided that a Grantor's Default (as defined below) has not theretofore occurred and remained uncured, this Agreement shall terminate, at the sole option of the Grantor upon written notice to the Grantee in the manner set forth in Section 10.1 of if: (i) any condition to Closing contained in Section 4.2 has not been satisfied by Grantee or waived by Grantor in writing by the Closing Date; or (ii) Closing has not occurred by the Closing Date, unless extended

pursuant to the provisions of this Agreement or by a written agreement executed by both parties.

9.4.3 Grantor's Default. "**Grantor's Default**" shall mean a material default by Grantor in the performance of its obligations under this Agreement that has not been cured within five (5) business days after Grantor's receipt of written notice from Grantee specifying the nature of the alleged default. As used in this Agreement, "business day" means each weekday other than when banks in the State of Connecticut are closed for business (other than for on-line business).

9.4.4 Grantee's Default. "**Grantee's Default**" shall mean a material default by Grantee in the performance of its obligations under this Agreement that has not been cured within five (5) business days after Grantee's receipt of written notice from Grantor specifying the nature of the alleged default.

9.4.5 Remedies. The parties hereto agree that the only remedy available to the parties for any Grantee's Default or Grantor's Default occurring prior to Closing shall be termination of this Agreement in accordance with the terms of this Section 9.4, whereupon neither party shall have any further obligation to the other in connection with this transaction, except any that is specifically described as surviving termination of this Agreement (a "**Pre-Closing Default**"). The parties further agree that no legal or equitable remedy may be sought by the parties in connection with any Pre-Closing Default (including, but not limited to, specific performance).

9.5 Possession. Grantor shall deliver possession of the Property to Grantee on the Closing Date, subject to the matters set forth herein.

ARTICLE 10. CASUALTY OR CONDEMNATION

10.1 If all or a material part (as defined in Section 10.3) of the Property is damaged or destroyed by fire or other casualty, or is taken by power of condemnation or eminent domain, or process or purchase in lieu thereof prior to the Closing Date, then Grantor shall deliver to Grantee notice of such occurrence within three (3) business days thereof, and Grantee may thereafter elect to either (i) accept the Property in its "as is", or (ii) terminate this Agreement upon ten (10) days notice to Grantor, in which event this Agreement shall terminate and become null and void, and the parties hereto shall be released and discharged of all further claims and obligations each to the other hereunder, except for the requirements of any other provisions of this Agreement that are specifically herein provided to survive such termination.

10.2 If an immaterial part of the Property is damaged by fire or other casualty, or is taken by power of condemnation or eminent domain, or process or purchase in lieu therof, prior to the Closing date, this Agreement shall remain in full force and effect and Grantee shall be obligated to close hereunder, provided Grantor performs any necessary repairs or, at Grantee's option, assigns to Grantee all of Grantor's right, title and interest to any claims and proceeds Grantor may have with respect to any casualty

insurance policies relating to the premises in question. In the event that Grantor elects to perform repairs upon the Property, Grantor shall use reasonable efforts to complete such repairs promptly and the date of Closing shall be extended a reasonable time in order to allow for the completion of such repairs.

10.3 For the purposes of this Article 10, "material" means damage or destruction which reasonably is estimated to cost more than $50,000 in the aggregate to repair, or at the option of the Grantee, any taking which includes a portion of the Building not slated for demolition by Grantee, or includes any parking area, or land on which any portion of the Building, or any contemplated future expansion of the Building is located, or denies reasonable access to the Property, or otherwise adversely affects Grantee's future use of the Property.

ARTICLE 11. GENERAL

11.1 Notices. All notices, demands, approvals, and other communications provided for in this Agreement shall be in writing, sent to the recipient's address set forth below and shall be effective when received from a recognized overnight courier or delivery service evidenced by recipient's signature therefore. If notice is given by facsimile transmission, it shall also be sent by first-class mail, postage prepaid . If the date on which any notice to be given hereunder falls on a day other than a business day, then such date shall automatically be extended to the next business day.

The addresses for notice are:

GRANTOR: City of Waterbury
235 Grand Street
Waterbury, CT 06702
Attn: Office of the Corporation Counsel
Telephone: 203-574-6731
Fax: 203-574-8340

with a copy to: Pullman & Comley LLC
90 State House Square, 14th Floor
Hartford, CT 06103
Attn: Gary B. O'Connor, Esq.
Telephone: 860-424-4366
Fax: 860-424-4370

GRANTEE: Manufacturing Alliance Service Corporation
173 Interstate Lane
Waterbury, CT 06705
Attn: Miriam Hernandez, President
Telephone: _____
Fax: _____

with a copy to: Vitrano, Preleski & Wynne, L.L.C.
135 West Street
Bristol, CT 06010
Attn: Salvatore V. Vitrano, Esq.
Telephone: 860-584-2800
Fax: 860-584-8381

Either party hereto may change its address by written notice to the other given in the manner set forth above.

11.2 Entire Agreement. This Agreement and the Schedules hereto contain the entire agreement and understanding between Grantee and Grantor concerning the subject matter of this Agreement and supersede all prior agreements, terms, understandings, conditions, representations and warranties, whether written or oral, made by Grantee or Grantor concerning the Property or the other matters that are the subject of this Agreement. This Agreement has been drafted through a joint effort of the parties and, therefore, shall not be construed in favor of or against either of the parties.

11.3 Amendments and Waivers. No addition to or modification of this Agreement shall be effective unless set forth in writing and signed by the party against whom the addition or modification is sought to be enforced. The party benefited by any condition or obligation may waive the same, but such waiver shall not be enforceable by the other party unless made in writing and signed by the waiving party.

11.4 Invalidity of Provision. If any provision of this Agreement as applied to either party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement.

11.5 References. The headings and captions used in this Agreement are provided for convenience only and shall form no part of this Agreement. All references to "days," other than business days, are to calendar days. The masculine, feminine or neuter gender and the singular or plural number shall be deemed to include the others whenever the context so indicates or requires.

11.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut applicable to contracts made and to be performed in Connecticut, without regard to conflict of laws principles thereof.

11.7 Publicity. Other than in connection with any public meeting or hearing required in connection with the board and commission approvals contemplated herein, until completion of Closing and unless required by law, no press release or other public disclosure may be made by either party or any of their respective agents concerning this transaction without the prior written consent of the other party, which consent may not be unreasonably conditioned, withheld or delayed.

11.8 Attorneys' Fees. In the event of any legal proceeding hereunder, the prevailing party in such proceeding shall be entitled to recover its reasonable costs and expenses, including, without limitation, reasonable attorneys' fees and costs of defense.

11.9 Assignment. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns; *provided, however*, that neither party shall have the right to assign all or any portion of its rights or delegate all or any portion of its obligations under this Agreement without the other party's prior written consent, which consent may be withheld or denied in such party's sole and absolute discretion.

11.10 Further Assurances. The parties hereto agree to take such further actions and execute and deliver such additional documents as may be necessary or reasonable to carry out the terms of this Agreement.

11.11 No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective successors and permitted assigns.

11.12 Commissions, Indemnity. Each party represents to the other party that the representing party has incurred no liability for any brokerage commission or finder's fee arising from or relating to the transactions contemplated by this Agreement. Each party hereby indemnifies and agrees to protect, defend and hold harmless the other party from and against all liability, cost, damage or expense (including, without limitation, reasonable attorneys' fees and costs incurred in connection therewith) on account of any brokerage commission or finder's fee which the indemnifying party has agreed to pay or which is claimed to be due as a result of the actions of the indemnifying party.

11.13 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.

11.14 Waiver of Jury Trial. Grantee and Grantor each hereby expressly, irrevocably, fully and forever release, waive and relinquish any and all right to trial by jury.

11.15 Time. Time is of the essence in the performance of this Agreement.

11.16 Jurisdiction. The parties hereto consent both to the personal and subject matter jurisdiction of any federal or state court located within the State of Connecticut for any action to enforce, or arising out of, this Agreement.

11.17 Recording. Neither party hereto shall record this Agreement on the Waterbury Land records or on any other public record.

11.18 Required City of Waterbury Provisions. The provisions set forth in **Schedule 11.18** hereto shall be incorporated herein by reference and shall form a part of this Agreement.

[*signature page follows*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, and it is effective, as of the Effective Date.

GRANTOR:

MANUFACTURING ALLIANCE SERVICE CORPORATION, INC.

_____
Date

By:_____
Name:
Title:

GRANTEE:

CITY OF WATERBURY, a municipal corporation organized and existing under the laws of the State of Connecticut

_____
Date

By:_____
Name: Neil M. O'Leary
Title: Mayor

SCHEDULE A

LAND DESCRIPTION

A certain piece or parcel of land containing 127,901 square feet (2.936 acres) situated in the City of Waterbury, County of New Haven, State of Connecticut, and being shown as Parcel #14 on a map entitled "Disposition Parcel #14, owner Waterbury Renewal and Economic Development Agency, Reidville Industrial Park, Waterbury, Conencticut" by DeCarlo and Doll, Inc. scale 1" = 40', dated September 24, 1985, said parcel being more particularly bounded and described as follows:

Commencing at a point on the Westerly street line of Interstate Lane, said point being the southeasterly corner of the herein described parcel;

Thence running North 83°-23'-49" West 520.72 feet along Parcel #15 (other land now or formerly Waterbury Renewal and Economic Development Agency);

Thence running North 13°-07'-08" West 220.00 feet along other land now or formerly Waterbury Renewal and Economic Development Agency;

Thence running South 88°-03'-51" East 470.00 feet and South 61°-25'-55" East 156.48 feet along Parcel #13 (other land now or formerly Waterbury Renewal and Economic Development Agency);

Thence running South 12°-17'-27" West 187.73 feet along the westerly street line of Interstate Lane to the point and place of commencement.

Together with Sanitary Sewer Easement as set forth in the Instrument dated August 13, 1992 and recorded June 27, 1995 in Volume 3230, Page 119 of the Waterbury Land Records. (the "Property").

Subject to:

1. Restrictons regarding mining and processing of gravel as set forth in Warranty Deed from Scovill Manufacturing Company to Robert M. Schwartz dated March 23, 1955 and recorded March 24, 1955 in Volume 710 at Page 473 of the Waterbury Land Records.

2. Conditions, restrictions and covenants, ten (10) foot utility easement and twenty (20) foot utility easement as set forth in the deed from the City of Waterbury to Silikal, North America, Inc. dated May 22, 1992 and recorded May 22, 1992 in Volume 2854 at page 271 of the Waterbury Land Records.

3. Affidavit dated June 12, 1992 and recorded June 15, 1992 in Volume 2861 at Page 206 of the Waterbury Land Records.

4. Sanitary Sewer Easement as set forth in the instrument dated August 13, 1992 and recorded June 27, 1995 in Volume 3230 at Page 119 of the Waterbury Land Records.

5. Utility easements in favor of The American Telephone and Telegraph Company as contained in Volune 187, Page 270 and Volume 187, Page 370 of the Waterbury Land Records.

6. Terms and conditions as set forth in Contract for Sale of Land for Private Development by and between the City of Waterbury and Joseph L. Calabrese d/b/a P.T.A. Development dated March 20, 1990 and recorded March 21, 1990 in Volume 2594 at Page 33 of the Waterbury Land Records.

SCHEDULE B

GRANTOR LICENSE

(attached)

LICENSE AND FACILITY OPERATING AGREEMENT

BETWEEN

THE CITY OF WATERBURY

AND

MANUFACTURING ALLIANCE SERVICE CORPORATION, INC.

For License Space located at:

173 Interstate Lane
Waterbury, Connecticut

Dated as of: _____ __, 2016

THIS LICENSE AND FACILITY OPERATING AGREEMENT ("**Agreement**") is made as of the _____ day of _____, 2016, by and among the **CITY OF WATERBURY**, a municipal corporation with an address of c/o Corporation Counsel, 235 Grand Street, Waterbury, Connecticut 06702 (hereinafter referred to as the "**City**" or the "**Licensor**"), as Licensor, and **MANUFACTURING ALLIANCE SERVICE CORPORATION, INC.**, a Connecticut non-stock corporation with an address of 173 Interstate Lane, Waterbury, Connecticut 06705 (hereinafter referred to as the "**Licensee**").

WITNESSETH

1. **Terms and Definitions**. For the purposes of this Agreement, the following terms shall have the following definitions and meanings:

(a) **Facility Property**: The land and improvements located at 173 Interstate Lane Waterbury, Connecticut 06705 (as more fully described in **Schedule A** attached hereto and made part hereof).

(b) **Building**: The single-story building located at the Facility Property consisting of approximately 21,445 square feet.

(c) **License Space**: A total of approximately 9,700 useable square feet within the rear warehouse portion of the Building, as is more depicted on the Floor Plan attached hereto as **Schedule B** (the "**Floor Plan**").

(d) **Term**: A term of twenty (20) years, commencing on the Commencement Date (defined below) and ending on [_____] __, 2036.

(e) **Commencement Date**: [_____] __, 2016.

(f) **Expiration Date**: [_____] __, 2036.

(g) **Permitted Use**: The License Space shall be utilized for Licensor's operations as an educational foundation, consistent with Licensee's bylaws (the "**Bylaws**", a copy of which are attached hereto as **Schedule C**), and for the conduct of adult educational classes and programs relating to manufacturing. The foregoing statement of permitted use shall not constitute a restrictive covenant against the City nor the grant of any exclusive rights to the Licensee as to the use of Facility Property or the License Space.

(h) **License Year**: Each of the successive periods of twelve (12) calendar months which fall in the Term, beginning with the first day of the first month following the Commencement Date (or beginning with the Commencement Date, if that is the first day of a month), but if the Term ends on a day other than the last day of a License Year (as defined above), the last License Year shall end on the Expiration Date.

(i) **Renewal**: Provided (i) no event of default has occurred during the Term (ii) Licensee's legal existence is continuing and uninterrupted and (iii) Licensee is continuing to operate its educational programs described herein, Licensee and Licensor may, during the last

year of the Term, negotiate terms upon which the License granted hereunder may be renewed to extend the initial Term from the date on which it would otherwise expire for a renewal period and other terms and conditions to be agreed upon by the parties, including but not limited to Licensee's payment of a license fee, utilities and CAM acceptable to the City.

2. **Grant of License**:

(a) City hereby grants to Licensee and Licensee hereby accepts from City a non-exclusive license to use the License Space in accordance with the terms and conditions of this Agreement (the "**License**"). Licensee acknowledges that City will remain at all times in sole possession and occupancy of the License Space, and that such License is granted subject to the availability of the License Space pursuant to the Operating Schedule (defined herein), the Use Plan (defined herein) and determination of the Operations Committee. The License Space will be made available for Licensee's use in "as is" condition, and Licensee agrees to such use without any representation or warranty whatsoever about the suitability of the License Space for the conduct of Licensee's operations or the legality thereof. As the immediate prior owner of the Facility Property, Licensee is fully familiar with the Facility Property, the Building and the License Space and is the party most capable of determining the adequacy and safety of the foregoing real property.

(b) Licensee shall have the non-exclusive right to store personal property within the License Space in common with the City and any tenants or other licensees of the Facility Property, and subject to all of City's reasonable rules and regulations with respect to Facility Property, now in effect, or hereinafter promulgated by City (collectively, the "**Rules and Regulations**").

(c) Licensee shall have the non-exclusive right to use in common with the City, the City's tenants, and with any other licensees of the Facility Property (or any portion thereof), and subject to all of City's Rules and Regulations, any designated access hallways within the Building, shared Building facilities, including but not limited to conference space (on an as-available basis), lobby, restrooms, break rooms, loading and unloading areas, trash areas, roadways, sidewalks, walkways, parking areas, driveways and landscaped areas appurtenant to the Building and/or Facility Property (collectively, the "**Common Areas**").

(d) City reserves the right from time to time (provided the exercise of such rights do not materially interfere with the Licensee granted hereunder):

(i) To make changes to the Facility Property, the Building, the License Space and the Common Areas, including, without limitation, changes in the location, size, shape and number of driveways, entrances, parking spaces, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas and walkways;

(ii) To close temporarily any of the Building, the License Space and the Common Areas for maintenance purposes;

(iii) To designate other land outside the boundaries of the Building to be a part of the Common Areas;

(iv) To add additional buildings and improvements to the Common Areas, and to the Facility Property, respectively;

(v) To use any part of the Facility Property, including the License Space, while engaged in making additional improvements, repairs or alterations to the Facility Property and/or any improvements thereon;

(vi) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas, the Building and Facility Property as the City may, in the exercise of sound business judgment, deem to be appropriate; and

(vii) To grant to third-parties licenses to utilize the License Space on terms generally consistent with those contained in this Agreement.

3. Parking. Licensee may use (in common with City, or other licensees, tenants or occupants of the Facility Property) the vehicle parking spaces on those portions of the Common Areas and/or Facility Property designated by City for parking. City may assign parking spaces to specific tenants or licensees (including Licensee) at the Facility Property and/or make all or a portion of such spaces reserved, if City determines in City's sole discretion that the same is necessary for orderly and efficient parking. Licensee shall not permit or allow any vehicles that belong to or are controlled by Licensee or Licensee's students, employees, suppliers, shippers, clients, or invitees to be loaded, unloaded, or parked in areas other than those designated by City for such activities.

4. Operations Committee. As of no later than the Commencement Date, City and Licensee shall establish a committee (the "**Operations Committee**") which shall schedule the operations of Licensee, City and other licensees and occupants of the License Space, through the oversight and management of a schedule of operations at and use of the License Space (the "**Operating Schedule**"). The Operations Committee shall oversee the uses of the License Space by Licensee, City and other licensees and permitted occupants (the "**Use Plan**"). The Operations Committee shall at all times consist of three (3) members, of which two (2) members always shall be appointed by City, and one (1) member always shall be appointed by Licensee. All decisions of the Operations Committee shall be made by a simple majority vote of the members of the Operations Committee, each member having one (1) vote. The Operations Committee shall coordinate with Licensee to ascertain Licensee's anticipated need for any portion of the License Space during each calendar month. In addition, City and Licensee will cooperate in good faith with the Operations Committee, prior to the end of each quarter, to identify Licensee's anticipated needs for the License Space during such quarter. The Operations Committee shall have the right to limit the Licensee's actual use of the License Space to that portion of the License Space or equipment therein that is reasonably necessary to conduct the Licensee's proposed operations within the License Space. In the event of a dispute between City and Licensee over any act or determination by the Operations Committee, relating to the Operating

Schedule or Use Plan for the Licensed Space which substantially adversely impacts the Licensee's operation of its educational programs described herein, the parties agree that they cooperate in good faith to negotiate and resolve such dispute, and, if failing to resolve any dispute, either party may request non-binding mediation by sending written notice (the "**Mediation Notice**") to the other party. The mediation shall be completed within thirty (30) days of the date of the Mediation Notice. The parties shall negotiate in good faith to a mutually acceptable mediator; in the event the parties are unable to select a mediator within ten (10) days of receipt of a Mediation Notice, or having chosen a mediator are unable to resolve the dispute, the parties shall be left to resolve the dispute at law and/or equity.

5. **Licensee's Bylaws and Board of Directors.**

City and Licensee expressly agree, stipulate and acknowledge that the furtherance of Licensee's educational, non-profit purpose described in Licensee's Bylaws represents a significant inducement for City to enter into this Agreement, and to enter into related transactions with Licensee. Accordingly, without prejudice to any other provision or right or remedy of City herein contained, it shall be an event of default (entitling City to utilize any or all of the remedies provided for in Paragraph 18 below) if at any time during the Term:

(i) Licensee shall, without providing notice to City, amend the Bylaws or Licensee's Certificate of Incorporation eliminating its educational purpose;

(ii) Licensee ceases to offer educational programs in manufacturing, manufacturing technologies, and other manufacturing-related curricula;

(iii) Licensee fails to maintain in its educational programs a standard of instruction quality consistent with those standards being maintained as of the date of this Agreement;

(iv) Licensee fails to maintain the quality and technological relevance of the machinery and capital equipment used in connection with Licensee's educational programs; or

(v) Licensee dissolves or otherwise ceases to exist.

6. **Use.**

(a) The License Space shall be used by Licensee for the Permitted Use, and for no other use or purpose. Licensee's activities shall conform to the ordinances and regulations of the City of Waterbury and any other jurisdiction as may pertain to the Licensee's business activities at the License Space. In this regard, it shall be an event of default under this Agreement if Licensee shall, at any time during the term hereof and to the extent attributable to Licensee's fault, be in violation of said ordinances or regulations or if any of the governmental licenses and permits necessary for the use of the License Space are suspended, revoked or made unreasonably conditional, Licensee acknowledges and agrees that any and all lines of business conducted by Licensee at the License Space must be conducted by Licensee and Licensee's employees and that Licensee may not enter into concession arrangements or similar arrangements where services are

provided by persons/companies who are independent of Licensee unless the City provides its prior written consent to any such alternative arrangement, which consent shall not be unreasonably withheld, conditioned or delayed.

(b) Licensee shall conduct Licensee's operations within the License Space consistent with the decisions of the Operations Committee pursuant to the Operating Schedule and Use Plan and as further provided herein. Licensee shall not use or occupy the License Space in violation of any recorded covenants, conditions or restrictions affecting the Facility Property, or in violation of any law or in violation of the Certificate of Occupancy issued for the Building and shall (upon five (5) days written notice from City) discontinue any use of the License Space which is declared by any governmental authority having jurisdiction to be a violation of any recorded covenants, conditions or restrictions affecting the same or in violation of any law or in violation of said Certificate of Occupancy. Licensee shall comply with any direction of any governmental authority having jurisdiction which shall, by reason of the nature of Licensee's use or occupancy of the License Space, impose any duty upon Licensee or City with respect to the License Space or with respect to the use or occupancy thereof. Licensee shall not do or permit anything to be done in or about the License Space which will in any way obstruct or interfere with the rights of other Licensees or occupants of the Building or of Facility Property, or injure or annoy them, or use or allow the License Space to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Licensee cause, maintain or permit any nuisance in, on or about the License Space. Licensee shall not commit or suffer to be committed any waste in or upon the License Space and shall keep the License Space in first class repair and appearance. Licensee shall not place a load upon the License Space exceeding the average pounds of live load per square foot of floor area specified for the Building by City, with all partitions being considered a part of the live load. City reserves the right to prescribe the weight and position of all safes, files and heavy equipment which Licensee desires to place in the License Space so as to distribute properly the weight thereof. Further, Licensee's business machines and mechanical equipment which cause vibration or noise that may be transmitted to the Building structure or to any other space in the Building shall be so installed, maintained and used by Licensee as to reasonably limit such vibration or noise so as not to constitute a nuisance or annoyance to City personnel or any other licensee, tenant or occupant of the Building or Facility Property.

7. **Notices**. Any notice required or permitted to be given hereunder must be in writing and may be given by personal delivery or by nationally recognized overnight delivery service (e.g. Federal Express, UPS or DHL) at the following addresses:

If to City:

City of Waterbury
235 Grand Street
Waterbury, CT 06702
Attn: Corporation Counsel

with a copy to:

Pullman & Comley LLC
90 State House Square
Hartford, CT 06103
Attn: Gary B. O'Connor, Esq.

If to Licensee:

Manufacturing Alliance Service Corporation, Inc.
173 Interstate Lane
Waterbury, CT 06705

with a copy to:

Manufacturing Alliance Service Corporation, Inc.
c/o Miriam Hernandez, President
205 Cherry Street
Waterbury, CT 06704

and a copy to:

Vitrano, Preleski & Wynne, L.L.C.
135 West Street
Bristol, CT 06010
Attn: Salvatore V. Vitrano, Esq.

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

8. **Brokers**. As part of the consideration for the granting of this Agreement, Licensee represents and warrants to City that to Licensee's knowledge no broker, agent or finder negotiated or was instrumental in negotiating or consummating this Agreement and that Licensee knows of no real estate broker, agent or finder who otherwise is, or might be, entitled to a commission or compensation in connection with this Agreement. Any broker, agent or finder of Licensee whom Licensee has failed to disclose herein shall be paid by Licensee. Licensee shall indemnify and hold City harmless from and against all damages paid or incurred by City resulting from any claims that may be asserted against City by any broker, agent or finder undisclosed by Licensee herein.

9. **Licensee's Property**.

(a) The parties hereto acknowledge that Licensee is as of the date hereof a tax-exempt non-profit organization. Notwithstanding the foregoing, Licensee shall be liable for and shall pay prior to delinquency, any taxes lawfully levied against any personal property or trade fixtures placed by Licensee or any third-party in or about the License Space.

(b) All articles of personal property and all business and trade fixtures, machinery and equipment, furniture and movable partitions owned by Licensee and installed by Licensee at the License Space shall be and remain the property of Licensee and may be removed by Licensee at any time during the Term, provided that Licensee shall repair any damage caused by such removal. If Licensee shall fail to remove all such personal property from the License Space upon termination of this Agreement, and upon sixty (60) days' written notice to Licensee, such personal property shall be deemed "abandoned" by the parties and City may, at City's option, without further notice (i) remove the same in any manner that City shall choose, and store the same without liability to Licensee for loss thereof, and Licensee agrees to pay City, upon demand, any and all expenses incurred with respect to such removal, including court costs and attorneys' fees and storage charges for any length of time that the same shall be in City's possession, or (ii) retain such personal property and take title to same by operation of law; or (iii) sell the same, or any part thereof, at private sale and without legal process, for such price as City may obtain and apply the proceeds of such sale to City's expenses hereunder.

(c) Intentionally Omitted.

(d) Licensee shall, at its sole cost and expense, maintain and repair all of Licensee's personal property located within the License Space (including but not limited to any equipment and/or machinery utilized to further Licensee's non-profit purpose) such that same remains in good working order and condition all times hereunder, and shall maintain insurance sufficient to repair or replace such personal property in the event of casualty, damage or other loss.

(e) Subject to the provisions herein, the City reserves the right at any time and from time to time, to make such changes, alterations, additions, improvements, repairs or replacements in or to the License Space, the Building and the fixtures and equipment thereof, as City may deem necessary or desirable. The Operating Committee may direct the relocation of Licensee's personal property as it deems reasonably necessary to effectuate the City's exercise of such right. In the exercise of such rights, the Operating Committee and the City shall use good faith efforts to avoid materially interfering with the License granted to Licensee hereunder.

10. **Repairs and Maintenance**.

(a) Except as otherwise provided herein, City shall be responsible for all ordinary structural and non-structural repairs to the Building and every part thereof including (without limitation) all plumbing, heating, ventilating, air conditioning and electrical systems serving the Building (except for repairs required as a result of the negligent or intentional acts or omissions of Licensee, its agents, contractors, employees or invitees ("**Licensee Parties**"), in which case Licensee shall reimburse City for the reasonable cost of such repairs) and shall otherwise keep, maintain and preserve the License Space in reasonably similar condition, wear and tear excepted.

(b) Licensee shall coordinate with City to ensure the proper disposal of all waste products and rubbish generated in or around the License Space during Licensee's use of the License Space. Prior to leaving the License Space after use, Licensee shall oversee or cause the disposal of any waste products and rubbish within the License Space, into designated storage

receptacles, as further provided under the Rules and Regulations. Licensee shall comply in all respects with any and all rules and regulations, state or municipal, with respect to the disposal or recycling of any and all waste products. Licensee shall not generate or store more than 100 kilograms of "hazardous waste" (as defined in Section 22a-134(4) of the Connecticut General Statutes) in any one (1) month.

11. **Signs, Awnings and Canopies**. Licensee shall not place or maintain on any exterior or interior door, wall or window of the License Space any notices, advertisements, sign, awning or canopy, or any other form of advertising, without the prior written approval of City, which approval will not be unreasonably withheld or delayed, and Licensee further agrees to maintain such sign, awning, canopy or advertising in good condition or repair at all times and to comply with all laws or regulations applicable thereto. All of Licensee's signage shall be maintained by Licensee at Licensee's sole cost and expense.

12. **Entry and Use by City**. During those hours in which one or more portion of the License Space is in use by Licensee pursuant to the Operating Schedule, City shall use reasonable efforts to limit City's presence within such portion(s) of the License Space (excepting however, emergency situations). Notwithstanding the foregoing, City reserves and shall at any and all times have the right to enter any portion or all of the License Space to inspect the same, to comply with any and all obligations of City hereunder, to submit the License Space to prospective tenants or licensees, or to post notices of non-responsibility, and may, in order to carry out such purposes, erect scaffolding and other necessary structures when reasonably required by the character of the work to be performed, provided that the business of Licensee shall be interfered with as little as is reasonably practicable. City hereby agrees to use good faith efforts in the exercise of City's rights hereunder to minimize any disturbance of Licensee's exercise of the License granted hereunder to provide as much notice to Licensee as may be reasonably possible prior to any such exercise of City's rights under this Paragraph.

13. **Bankruptcy**. If Licensee shall file a petition in bankruptcy under any Chapter of the Bankruptcy Act then in effect, or if Licensee be adjudicated a bankrupt in involuntary bankruptcy proceedings and such adjudication shall not have been vacated within sixty (60) days from the date thereof, or if a receiver or trustee be appointed of Licensee's property and the order appointing such receiver or trustee not be set aside or vacated within sixty (60) days after the entry thereof, or if Licensee shall assign Licensee's estate or effects for the benefit of creditors, or if this Agreement shall otherwise by operation of law pass to any person or persons other than Licensee, then and in any such event City may, if City so elects, with or without notice of such election and with or without entry or action by City, forthwith terminate this Agreement, and notwithstanding any other provisions of this Agreement, City, in addition to any and all rights and remedies allowed by law or equity, shall upon such termination be entitled to recover damages in the amount provided in Paragraph 18 below and neither Licensee nor any person claiming through or under Licensee or by virtue of any statute or order of any court shall be entitled to any rights granted under this License. Nothing herein contained shall limit or prejudice the right of City to prove and obtain as damages by reason of any such termination an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and during the proceedings in which, such damages are to be proved, whether or not such

amount be greater, equal to, or less than the amount of damages recoverable under the provisions of this Paragraph.

14. **Indemnification**. To the fullest extent permitted by law, Licensee hereby agrees to defend, indemnify and hold City harmless against and from any and all claims arising from Licensee's use of the License Space or the conduct of Licensee's business or from any activity, work, or thing done, permitted or suffered by any Licensee Parties in or about the License Space or elsewhere, and hereby agrees to further defend, indemnify and hold harmless City against and from any and all claims arising from any breach or default in the performance of any obligation on Licensee's part to be performed under the terms of this Agreement, or arising from any act, neglect, fault or omission of Licensee Parties, and against and from all costs, reasonable attorneys' fees, expenses and liabilities incurred in or about such claim or any action or proceeding brought thereon. In case of any action or proceeding brought against City by reason of any such claim, Licensee, upon notice from City, hereby agrees to defend the same at Licensee's expense by counsel approved in writing by City, which approval shall not be unreasonably withheld or delayed. Licensee, as a material part of the consideration to City, hereby assumes all risk of damage to property or injury to persons in, upon or about the License Space from any cause whatsoever except any such damage caused by (i) the failure of City to observe any of the terms and conditions of this Agreement where such failure has persisted for an unreasonable period of time after written notice delivered by Licensee to City of such failure, or (ii) any act, neglect, fault or omission of City, or of City's agents, contractors, employees or invitees.

15. **Damage to Licensee's Property**. Except to the extent provided for under Paragraph 14 above, neither City nor City's agents shall be liable for any damage to property entrusted to or used by, or under the supervision of any City employee acting within the scope of their employment with the City, nor for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Building or from the pipes, appliances or plumbing works therein or from the roof, street or subsurface or from any other place or resulting from dampness or any other patent or latent cause affecting the Building or the Facility Property whatsoever. Licensee shall give prompt notice to City in case of fire or accident at the License Space or of defects therein or defects in the fixtures or equipment located therein.

16. **Insurance**.

Licensee at Licensee's sole cost and expense shall obtain the following insurance policies with stated limits, maintain and keep in full force and effect during the entire term thereof:

(i) Property insurance including fire, extended coverage, vandalism, malicious mischief and all risks coverage upon personal property of every description and kind owned by Licensee and located in the License Space and/or the Facility Property or for which Licensee is legally liable or installed by or on behalf of Licensee including, without limitation, furniture, fittings, installations, fixtures and any other personal property, in an amount not less than one hundred (100%) percent of the full replacement cost thereof. In the event that there

shall be a dispute as to the amount which comprises full replacement cost, the decision of City or the mortgagees of City shall be conclusive.

(ii) Intentionally Omitted.

(iii) A policy of Comprehensive General Liability Insurance coverage to include personal injury, bodily injury, broad form property damage, premises/operations, owner's protective coverage, blanket contractual liability, products and completed operations liability and owned/non-owned auto liability, in limits not less than One Million and 00/100 ($1,000,000) Dollars inclusive per occurrence, Three Million and 00/100 ($3,000,000) Dollars aggregate inclusive and Three Million and 00/100 ($3,000,000) Products and completed operations aggregate.

(iv) A policy of Automobile Liability Insurance providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non-owned autos with a One Million and 00/100 ($1,000,000) Dollars combined single limit (CSL).

(v) A policy of Workers' Compensation providing coverage workers compensation coverage in accordance with Statutory Limits within the State of Connecticut: Employers' Liability (EL): Each Accident Five Hundred Thousand and 00/100 ($500,000) dollars. Disease Each Employee Five Hundred Thousand and 00/100 ($500,000) dollars.

(vi) A policy of Excess/Umbrella Liability Insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances in limits not less than One Million and 00/100 ($1,000,000) Dollars inclusive per occurrence, Three Million and 00/100 ($3,000,000) Dollars aggregate inclusive.

(vii) Any other form or forms of insurance as Licensee or City or the mortgagees of City may reasonably require from time to time in form, in amounts and for insurance risks against which a prudent licensee would protect itself.

Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this License and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

The Licensee's General, Automobile and Excess/Umbrella Liability Insurance policies

shall be endorsed to add the City as an additional insured and provide a waiver of subrogation on all lines of coverage. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Licensee's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Licensee executes this Agreement, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury is listed as additional insured on all lines of coverage except Workers Compensation and include a waiver of subrogation on all lines of coverage as their interests may appear"**. The Licensee must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

"Such insurance as afforded by this policy for the benefit of City shall be primary as respects any claims, losses or liabilities arising out of the use of the License Space by Licensee or by Licensee's operation and any insurance carried by City shall be excess and non-contributing."

(b) All policies shall be taken out with insurers acceptable to City and in form satisfactory from time to time to City. Licensee agrees that certificates of insurance on the City's standard form, or, if required by City, certified copies of each such insurance policy, with all endorsements thereto, will be delivered to City as soon as practicable after the placing of the required insurance, but in no event later than ten (10) days after Licensee takes possession of all or any part of the License Space. All policies shall contain an undertaking by the insurers to notify City and the mortgagees of City in writing not less than thirty (30) days prior to any material change, reduction in coverage, cancellation or other termination thereof.

(c) City covenants and agrees that throughout the term City will insure the Building against damage by fire and standard extended coverage perils and public liability insurance in such reasonable amounts with such reasonable deductibles as would be carried by a prudent owner of a similar building in the area in which the same is located. City may, but shall not be obliged to, take out and carry any other form or forms of insurance as City may reasonably determine advisable. City will not carry insurance of any kind on Licensee's furniture or furnishings, or on any fixtures, machinery, equipment, improvements or appurtenances of Licensee under this Agreement, and City shall not be obligated to repair any damage thereto or replace the same.

(d) Licensee agrees that it will not keep, use, sell or offer for sale in or upon the License Space any article which may be prohibited by any insurance policy in force from time to time covering the Building. Licensee shall not do or permit to be done at the License Space anything which will invalidate any insurance policy covering the License Space, whether maintained by City or maintained by Licensee. In the event Licensee's occupancy or conduct of

business in or at the License Space (whether or not City has consented to the same) results in any increase in premiums for the insurance carried from time to time by City with respect to the Building, Licensee shall pay any such increase in premiums within ten (10) days after being billed therefor by City. In determining whether increased premiums are a result of the Licensee's use or occupancy of the License Space, a schedule issued by the organization computing the insurance rate on the Building showing the various components of such rate, shall be conclusive evidence of the several items and charges which make up such rate. Licensee shall promptly comply with all reasonable requirements of City's insurance carrier or any Fire Rating Bureau having jurisdiction over the Building, now or hereafter in effect.

(e) If any insurance policy carried by City, shall be canceled or cancellation shall be threatened or the coverage thereunder reduced or threatened to be reduced, in any way by reason of the exercise of the License hereunder, or Licensee's presence within the License Space or any part thereof or by anyone permitted by Licensee to be within the License Space and, if Licensee fails to remedy the condition giving rise to cancellation, threatened cancellation or reduction of coverage within forty-eight (48) hours after notice thereof, City may, at City's option, either terminate this Agreement or enter upon the License Space and attempt to remedy such condition and Licensee shall pay the cost thereof to City. City shall not be liable for any damage or injury caused to any property of Licensee or of others located in the License Space as a result of such entry or presence. In the event that City shall be unable to remedy such condition, then City shall have all of the remedies provided for in this Agreement in the event of a default by Licensee.

(f) Any policy or policies of fire, extended coverage or similar casualty insurance, which either City or Licensee obtains in connection with the License Space shall include a clause or endorsement denying the insurer any rights of subrogation against the other party to the extent rights have been waived by the insured prior to the occurrence of injury or loss. City and Licensee waive any rights to recovery against the other for injury or loss due to hazards covered by insurance containing such a waiver of subrogation clause or endorsement to the extent of the injury or loss covered thereby.

17. **Damage or Destruction**.

(a) In the event the Building is damaged by fire or other perils to an extent not exceeding twenty-five (25%) percent of the full insurable value thereof and if the damage thereto is such that the Building may be repaired, reconstructed or restored within a period of one hundred eighty (180) days from the date of the happening of such casualty, and City will endeavor to seek and obtain acceptance of the insurance claim and appropriate insurance proceeds received to cover the cost of such repair (less any applicable deductible). City shall commence and proceed diligently with the work of repair, reconstruction and restoration and this Agreement shall continue in full force and effect, subject to City obtaining all requisite insurance policy approvals and governmental approvals including (without limitation) the approval of the City of Waterbury's Mayor, Director of Purchasing, Building Official and other approvals as may be required. If such work of repair, reconstruction and restoration is such as to require a period longer than one hundred eighty (180) days or exceeds twenty-five (25%) percent of the full insurable value thereof, or if the Building is destroyed, City either may elect to repair,

reconstruct or restore the Building and this Agreement shall continue in full force and effect or City may elect not to repair, reconstruct or restore the Building or any part thereof and this Agreement shall in such event terminate. Under any of the conditions of this Subparagraph 17(a), City shall give written notice to Licensee of City's intention within forty-five (45) days from the date of such event of damage or destruction. In the event City elects not to repair, reconstruct or restore hereunder, this Agreement shall be deemed to have terminated as of the date of such damage or destruction.

(b) Upon any termination of this Agreement under any of the provisions of this Paragraph 17, the parties shall be released therefrom without further obligation to the other, except for any liability or amount due hereunder which have theretofore accrued and are then unpaid.

(c) In addition, if twenty-five (25%) percent of the parking area serving the Property are destroyed by fire or other perils, then the provisions of Paragraph 17(a) shall apply.

18. **Defaults and Remedies**.

(a) The occurrence of any one or more of the following events (an "**event of default**") shall constitute a default hereunder by Licensee:

(i) if default shall be made by Licensee in the performance or compliance with any of the agreements, terms, covenants or conditions in this Agreement provided, for a period of thirty (30) days after written notice from City to Licensee specifying the items in default, or in the case of a default or a contingency which cannot with due diligence be cured within said thirty (30) day period, Licensee fails to proceed within said thirty (30) day period to cure the same and thereafter to prosecute the curing of such default with due diligence (it being intended in connection with a default not susceptible of being cured with due diligence within said thirty (30) day period that the time of Licensee within which to cure the same shall be extended for such period as may be necessary to complete the same with all due diligence); or

(ii) if Licensee shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or future federal, state or other bankruptcy or insolvency statute or law, or shall seek or consent to or acquiesce in the appointment of any bankruptcy or insolvency trustee, receiver or liquidator of Licensee or of all or any substantial part of Licensee's assets and/or the License Space, and if such condition shall continue for a period of twenty (20) days after notice from City specifying the matter involved; or

(iii) if within sixty (60) days after the commencement of any proceeding against Licensee seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or future federal, state or other bankruptcy or insolvency statute or law, such proceeding shall not have been dismissed within twenty (20) days after notice (to be given not

before the expiration of said sixty-day period) from City to Licensee of an intention to terminate this Agreement for failure to remove the condition in question or if, within one hundred twenty (120) days after the appointment, without the consent or acquiescence of Licensee, of any trustee, receiver or liquidator of Licensee or of all or substantially all of its properties or of the License Space, such appointment shall not have been vacated or stayed on appeal or otherwise, or if, within one hundred twenty (120) days after the expiration of any such stay, such appointment shall not have been vacated, within twenty (20) days after notice (to be given not before the expiration of said one hundred twenty (120) day period) from City to Licensee of an intention to terminate this Agreement for failure to remove the condition in question.

(iv) if Licensee fails to abide by the Operating Schedule, the Use Plan, and any decisions or directives of the Operations Committee.

(v) if Licensee fails to utilize the License Space for those educational purposes described under Paragraph 5(ii) herein for a period of sixty (60) consecutive days.

(b) Upon the occurrence of any event of default described under Paragraph 18(a)(i) – (v), City at any time thereafter may give written notice to Licensee specifying such event of default or events of default and stating that this Agreement shall expire and terminate on the date specified in such notice, which shall be at least thirty (30) days after the giving of such notice, and upon the date specified in such notice this Agreement and all rights of Licensee hereunder shall expire and terminate, but Licensee shall remain liable as may be hereinafter provided. Upon any such expiration or termination of this Agreement, City may re-enter the License Space and repossess the same by summary proceedings, ejectment or other legal proceedings, and may dispossess Licensee and remove Licensee and all other persons and property from the License Space and may have, hold and enjoy the License Space.

(c) No failure by City to insist upon the strict performance of any agreement, term, covenant or condition hereof or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such agreement, term, covenant or condition. No agreement, term, covenant or condition hereof to be performed or complied with by Licensee, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by City. No waiver of any breach shall affect or alter this Agreement, but each and every agreement, term, covenant and condition hereof shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

(d) In the event of any breach or threatened breach by Licensee of any of the agreements, terms, covenants or conditions contained in this Agreement, City shall be entitled to enjoin such breach or threatened breach and shall have the right to invoke any right and remedy allowed at law or in equity or by statute.

(e) Each right and remedy provided for in this Agreement shall be cumulative and shall be in addition to every other right or remedy provided for in this Agreement or now or hereafter existing at law or in equity by statute or otherwise, and the exercise or beginning of the exercise by City or Licensee of any one or more of the rights or remedies provided for in this

Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the party in question of any or all other rights or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise.

19. **Assignment and Sublicensing**. This License is personal to the Licensee and is not assignable. Licensee shall not attempt to voluntarily assign the License under this Agreement, or to sublicense all or any part of the License Space, or (except as provided herein) allow any other person or entity to occupy or use all or any part of the License Space. Any attempted or purported assignment or sublicense shall constitute a default hereunder and shall cause this Agreement to immediately terminate as of the date of thereof.

20. **Subordination**. Without the necessity of any additional document being executed by Licensee for the purpose of effecting a subordination and at the election of City or any first mortgagee with a lien on the Building, this Agreement shall be subject and subordinate at all times to (a) all leases which may now exist or hereafter be executed affecting the Building or Facility Property, and (b) the lien of any mortgage or deed of trust which may now exist or hereafter be executed in any amount for which the Building or Facility Property is specified as security. Licensee covenants and agrees to execute and deliver, upon demand by City and in the form requested by City, any additional documents evidencing the subordination of this Agreement with respect to any such leases or the lien of any such mortgage or deed of trust. Should Licensee fail to sign and return any such documents within ten (10) business days of receipt, Licensee shall be in default and City may, at City's option, terminate the Agreement.

21. **Estoppel Certificate**.

(a) Within ten (10) days following any written request which City may make from time to time, Licensee shall execute and deliver to City a statement, in a form reasonably required by City, certifying (i) the Commencement Date of the Agreement; (ii) the fact that this Agreement is unmodified and in full force and effect (or, if there have been modifications hereto, that this Agreement is in full force and effect, as modified, and stating the date and nature of such modifications); (iii) the fact that there are no current defaults under this Agreement by either City or Licensee except as specified in Licensee's statement, and (iv) such other matters as shall be reasonably requested by City. City and Licensee intend that any statement delivered pursuant to this Paragraph 21 may be relied upon by any mortgagee, beneficiary, purchaser or prospective purchaser of the Building or Facility Property (as appropriate) or any interest therein.

(b) Licensee's failure to deliver such statement within such time shall be conclusive upon Licensee (i) that this Agreement is in full force and effect without modification except as may be represented by City, and (ii) that there are no uncured defaults in City's performance. Licensee's failure to deliver said statement to City within ten (10) working days of receipt shall constitute a default under this Agreement, and City may, at City's option, terminate the Agreement.

22. **Rules and Regulations**. Licensee shall faithfully observe and comply with all reasonable rules and regulations with respect to the day to day operation of Facility Property, now existing or hereafter promulgated by the Operating Committee. City shall not be responsible to Licensee for the violation or nonperformance by any other tenant, licensee or occupant of Facility Property of any of said rules and regulations.

23. **Conflict of Laws**. This Agreement shall be governed by and construed pursuant to the laws of the State of Connecticut.

24. **Successors and Assigns**. Except as otherwise provided in this Agreement, all of the covenants, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of City, Licensee and Guarantors.

25. **Professional Fees**.

(a) In the event that City should bring suit for the possession of the License Space, for the recovery of any sum due under this Agreement, or because of the breach of any provisions of this Agreement, or for any other relief against Licensee hereunder, all reasonable costs and expenses including (without limitation) all professional fees including appraisers', accountants' and reasonable attorneys' fees, incurred by City shall be paid by Licensee, which obligation shall be deemed to have accrued on the date of the commencement of such action and shall be enforceable whether or not the action is prosecuted to such judgment. In the event Licensee brings a formal legal action against City in order to enforce City's obligations under this Agreement and prevails, City shall be responsible for Licensee's reasonable costs and expenses in the same manner that Licensee is responsible as set forth above.

(b) Should City be named as a defendant in any suit brought against Licensee in connection with or arising out of Licensee's occupancy hereunder, Licensee shall pay to City all costs and expenses incurred by City in defending such suit, including (without limitation) all professional fees including appraisers', accountants' and attorneys' fees.

26. **Performance by Licensee**. All covenants and agreements to be performed by Licensee under any of the terms and conditions of this Agreement shall be performed by Licensee at Licensee's sole cost and expense. If Licensee shall fail to pay any sum of money required to be paid by Licensee hereunder or shall fail to perform any other act on Licensee's part to be performed hereunder, and such failure shall continue for twenty (20) days after written notice thereof by City, City may, without waiving or releasing Licensee from any such obligation (but shall not be obligated to) make any such payment or perform any such other act on Licensee's part to be made or performed as in this Agreement provided. All sums so paid by City and all necessary incidental costs together with interest thereon at the maximum rate permissible by law, from the date of such payment by City, shall be payable to City on demand. Any sum due from Licensee to City which is not paid within thirty (30) days of when due shall bear interest from the date due until the date paid at an annual rate equal to Prime Rate of Webster Bank (or any successor bank) plus five (5%) percent but in no event higher than the maximum rate permitted by law. City's acceptance of any late charge or interest shall not constitute a

waiver of Licensee's default with respect to the overdue amount or prevent City from exercising any of the other rights and remedies available to City under this Agreement or any law now or hereafter in effect.

27. **Environmental Provisions.**

(a) The term "Hazardous Substance" as used in this Agreement, shall include (without limitation) flammables, explosives, radioactive materials, asbestos, polychlorinated biphenyls (PCB's) chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous waste, toxic substances or related materials, petroleum and petroleum products and any other substances now or hereafter declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any competent governmental authority.

(b) Licensee shall not cause or permit to occur:

(i) Any violation of any federal, state, or municipal law, ordinance, or regulation now or hereafter enacted, related to environmental conditions on, under, or about the License Space, arising from Licensee's use or occupancy of the same; or

(ii) Any violation of any federal, state, or municipal law, ordinance or regulation now or hereafter enacted, related to the use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substance on, under or about the License Space, or the transportation to or from the License Space of any Hazardous Substance.

(c) Licensee, at Licensee's sole cost and expense, shall comply with all laws and regulations relating to the use, generation, storage, transportation or disposal of Hazardous Substances and Licensee shall, make all submissions to and provide all information required by and comply with any and all other requirements of all competent governmental authorities pursuant to any such laws and regulations.

(d) Licensee hereby agrees to indemnify, hold harmless and reimburse City and City's officers, beneficiaries, partners, agents and employees, against, from and for any losses, claims, demands, damages, suits, actions, judgments, fines, penalties, liabilities (joint or several) costs and expenses (including, without limitation, reasonable fees and expenses of legal counsel for City, consultant fees and the expenses of investigation and laboratory costs) to which City may be subjected or which City may pay, incur, or sustain, in consequence of:

(i) Any release, presence, discharge, spillage, uncontrolled loss, seepage, emanation or filtration of any Hazardous Substance upon or from the License Space and caused by Licensee or by predecessor of Licensee provided such predecessors are the Guarantors or related by blood or marriage to the Guarantors ; or

(ii) The violation by Licensee of any of the environmental laws herein referred to.

(e) Licensee's obligations and liabilities under this Paragraph 27 shall survive the expiration of the Term.

(f) It is hereby agreed and understood between City and Licensee that, given Licensee's prior ownership of the Facility Property, Licensee shall be deemed responsible hereby for any environmental condition at the License Space existing prior to the date hereof.

28. **Mortgagee Protection**. No act or failure to act on the part of City which would entitle Licensee under the terms of this Agreement, or by law, to be relieved of Licensee's obligations hereunder or to terminate this Agreement, shall result in a release of such obligations or a termination of this Agreement unless (a) Licensee has given notice by registered or certified mail to any beneficiary of a deed of trust or mortgage covering the License Space whose address shall have been furnished to Licensee, and (b) Licensee offers such beneficiary or mortgagee a reasonable opportunity to cure the default, including time to obtain possession of the License Space by power of sale or judicial foreclosure, if such should prove necessary to effect a cure.

29. **Waiver**. The failure of City to seek redress for violation of, or to insist upon strict performance of, any term, covenant or condition of this Agreement shall not be deemed a waiver of such violation or prevent a subsequent act which would have originally constituted a violation from having all the force and effect of an original violation, nor shall the failure of City to enforce any rules and regulations against any other tenant within Facility Property be deemed a waiver of any such rule or regulation, nor shall any custom or practice which may become established between City and Licensee in the administration of the terms of this Agreement be deemed a waiver of, or in any way affect, the right of City to insist upon the performance by Licensee in strict accordance with the terms of this Agreement.

30. **Identification of Licensee**. For so long as "Licensee" shall at any time during the Term consist of more than one person, then (a) each of them is jointly and severally liable for the keeping, observing and performing of all of the terms, covenants, conditions, provisions and agreements of this Agreement to be kept, observed and performed by Licensee, and (b) the term "Licensee" as used in this Agreement shall mean and include each of them jointly and severally and the act of or notice from, or notice or refund to, or the signature of, any one or more of them, with respect to any matter related to this Agreement, shall be binding upon each and all of the persons executing this Agreement as Licensee with the same force and effect as if each and all of them had so acted or so given or received such notice or refund or so signed.

31. **Recording**. Neither City nor Licensee shall record this Agreement or any memorandum thereof.

32. **Terms and Headings**. The words "City" and "Licensee" as used herein shall include the plural as well as the singular. Words used in any gender include other genders. The Paragraph headings of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part hereof.

33. **Examination of Agreement**. This document shall not be effective until execution by and delivery to City and Licensee.

34. **Time**. Time is of the essence with respect to the performance of every provision of this Agreement in which time or performance is a factor.

35. **Prior Agreements**. This Agreement contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Agreement, and no prior agreement or understanding, oral or written, express or implied, pertaining to any such matter shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by City and Licensee or their respective successors in interest. City and Licensee acknowledge that all prior agreements, representations and negotiations are deemed superseded by the execution of this Agreement to the extent they are not incorporated herein.

36. **Separability**. Any provision of this Agreement which shall prove to be invalid or illegal shall in no way affect, impair or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.

37. **Limitation on Liability**. Notwithstanding anything contained herein to the contrary, it is specifically understood and agreed that neither City nor City's agents, principals, partners, officers, employees, or shareholders (as appropriate) shall have any personal liability with respect to any of the covenants, conditions or provisions of this Agreement. In the event of a breach or default by City with respect to any of City's obligations under this Agreement, Licensee shall look solely to the estate and property of City in the License Space, for the satisfaction of any judgment requiring the payment of money by City, and no other property or assets of City shall be subject to levy, execution or other enforcement procedure for the satisfaction thereof. It is expressly understood and agreed that City's liability under the terms, covenants, conditions and obligations of this Agreement shall in no event exceed the loss of City's equity in the License Space. The provisions of this Paragraph 37 shall apply only to the named City herein and shall not be for the benefit of any insurance company nor any other third party.

38. **Modification for Lender**. If, in connection with obtaining construction, interim or permanent financing for Facility Property, the proposed lender shall request reasonable modifications in this Agreement as a condition to such financing, Licensee will not unreasonably withhold, delay or defer Licensee's consent thereto, provided that such modifications do not increase the obligations of Licensee hereunder.

39. **Liens**. Licensee covenants and agrees that any mechanic's lien filed against the License Space or the Facility Property for work claimed to have been done for, or materials claimed to have been furnished to Licensee, will be discharged by Licensee, by bond or otherwise, within thirty (30) days after the filing thereof, at the cost and expense of Licensee.

40. **Signs**. City may at any time place on or about the License Space and/or the Building any ordinary "For Sale" signs and City may at any time during the Term, place on or about the License Space any ordinary "For Lease" signs.

41. **Counterparts**. This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

45. **Force Majeure**. If either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure material, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, environmental remediation work whether ordered by any governmental body or voluntarily initiated or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under this Agreement, the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing provisions, the following shall not constitute force majeure: (i) the financial inability of a party to perform its obligations under this Agreement; or (ii) delays occurring in the course of complying with applicable legal requirements that could have been avoided through the exercise of due diligence by a party hereto.

46. **Required City of Waterbury Provisions**. The provisions set forth in Schedule 11.18 hereto shall be incorporated herein by reference and shall form a part of this Agreement.

[No further text on this page – signatures follow)

IN WITNESS WHEREOF, City and Licensee have executed this Agreement as of the day and year first above written.

CITY OF WATERBURY

_____
Witness

By:_____
Neil M. O'Leary
Mayor

_____
Witness

MANUFACTURING ALLIANCE SERVICE CORPORATION, INC.

_____
Witness

By:_____

Its

_____
Witness

SCHEDULE A

LEGAL DESCRIPTION OF FACILITY PROPERTY

A certain piece or parcel of land containing 127,901 square feet (2.936 acres) situated in the City of Waterbury, County of New Haven, State of Connecticut, and being shown as Parcel #14 on a map entitled "Disposition Parcel #14, owner Waterbury Renewal and Economic Development Agency, Reidville Industrial Park, Waterbury, Conencticut" by DeCarlo and Doll, Inc. scale 1" = 40', dated September 24, 1985, said parcel being more particularly bounded and described as follows:

Commencing at a point on the Westerly street line of Interstate Lane, said point being the southeasterly corner of the herein described parcel;

Thence running North 83°-23'-49" West 520.72 feet along Parcel #15 (other land now or formerly Waterbury Renewal and Economic Development Agency);

Thence running North 13°-07'-08" West 220.00 feet along other land now or formerly Waterbury Renewal and Economic Development Agency;

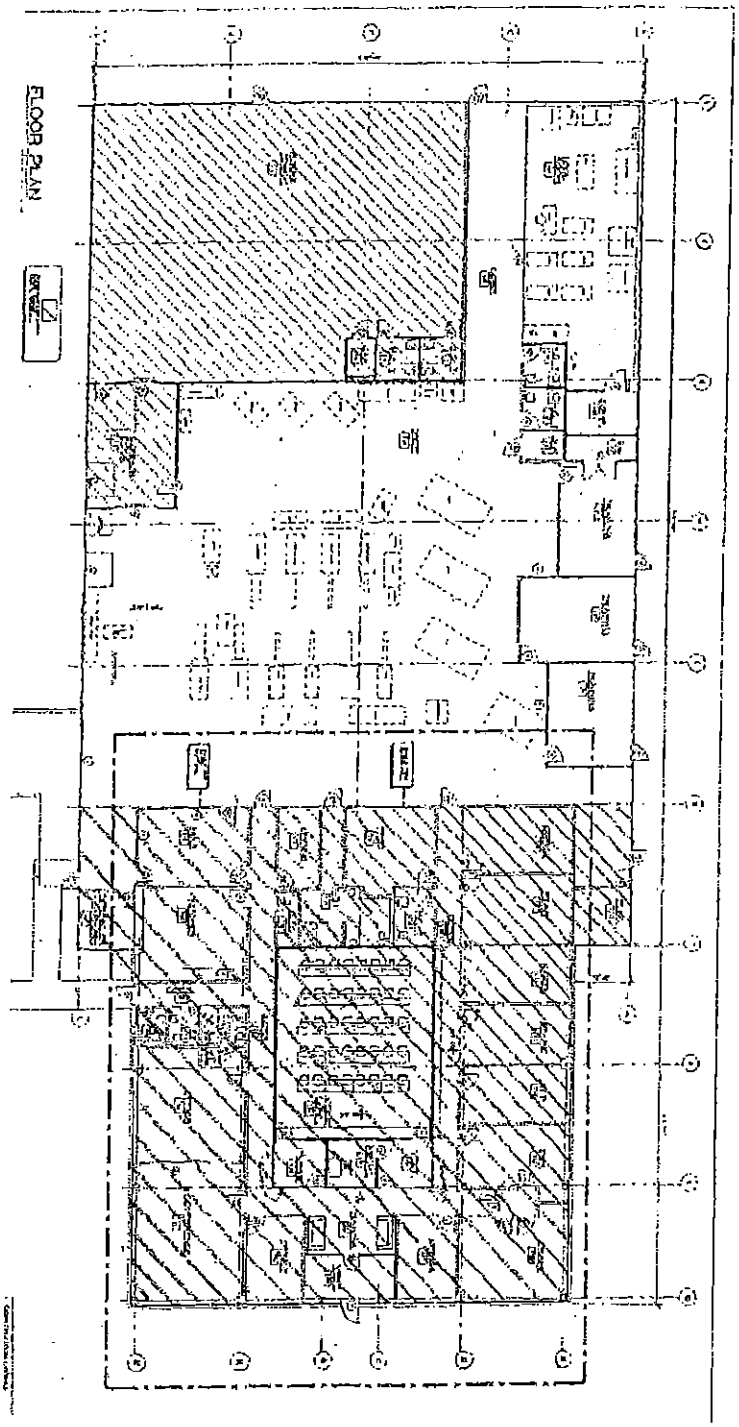
Thence running South 88°-03'-51" East 470.00 feet and South 61°-25'-55" East 156.48 feet along Parcel #13 (other land now or formerly Waterbury Renewal and Economic Development Agency);

Thence running South 12°-17'-27" West 187.73 feet along the westerly street line of Interstate Lane to the point and place of commencement.

Together with Sanitary Sewer Easement as set forth in the Instrument dated August 13, 1992 and recorded June 27, 1995 in Volume 3230, Page 119 of the Waterbury Land Records.

SCHEDULE B

FLOOR PLAN DEPICTING LICENSE SPACE
(Unshaded area represents License Space)



SCHEDULE C

LICENSEE BYLAWS

[To be provided by Licensee's counsel]

SCHEDULE 11.18

REQUIRED CITY OF WATERBURY PROVISIONS

The LICENSEE (which shall be a "Person" as the term is defined in Section 38 of the City's Code of Ordinances) agrees as follows:

1.1 It shall be a material breach of this Agreement, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

1.2 It shall be a material breach of this Agreement, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

1.3 It shall be a material breach of this Agreement and it shall be a violation of the City's Code of Ordinances for any payment, gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Consultant/Vendor or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

1.4 The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated thereunder, by any Person subject to said Charter and/or Ordinances may be recovered by the City. The City represents that the transfer of the Property pursuant to the Agreement to which this Schedule is attached is not prohibited by the City's Charter, Code of Ordinances, and/or regulations promulgated thereunder.

1.5 Upon a showing that a subcontractor made a kickback to the City, a prime Consultant/Vendor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude

recovery from other offending parties.

1.6 It shall be a material breach of this Agreement and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City Contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 1.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances.

1.7 The LICENSEE agrees that it will comply with those sections of the City's Code of Ordinances requiring that said Person has (1) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owned to the City, a copy of which is attached hereto; (2) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests, a copy of which is attached hereto; (3) delivered to the City a written acknowledgement, on a City authored form, a copy of which is attached hereto, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (4) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 1.7 shall be deemed a material breach of the Agreement and shall be a violation of the City's Code of Ordinances for a Person.

1.8 The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of this **Schedule 11.18**.

1.9 The LICENSEE shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including Chapter 93, titled "Discriminatory Practices", Chapter 38 titled "Procurement and Contractual Agreements", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

1.10 The LICENSEE hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: http://www.waterburyct.org/content/458/539/default.aspx (click link titled "The City of Waterbury Code of Ordinances Passed 8/24/2009". For Chapter 38, click on "Title III: Administration", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST").

1.11 The LICENSEE is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's "Ordinance Concerning the Hiring of

Waterbury Residents" and the State of Connecticut Legislature's Special Act No. 01-1.

1.12 Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38 and the Ethics and Conflict of Interest provisions set forth in Chapter 40 of the Code of Ordinances.

1.13 INTEREST OF CITY OFFICIALS. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the project, to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement.

1.14 PROHIBITION AGAINST CONTINGENCY FEES. The LICENSEE hereby represents that it has not retained anyone to solicit or secure this Agreement with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

1.15 FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the LICENSEE is greater than $2,500,000, the City is entitled to receive a copy of any and all Licensee records and files related to the performance of this contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

SCHEDULE C

LIST OF LEASES

1. Lease to Employers Association of the North East (as successor-in-interest to Manufacturing Alliance Of Connecticut, Inc.)

SCHEDULE 11.18

REQUIRED CITY OF WATERBURY PROVISIONS

The GRANTOR (which shall be a "Person" as the term is defined in Section 38 of the City of Waterbury's ("City's") Code of Ordinances) agrees as follows:

1.1 It shall be a material breach of this Agreement, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

1.2 It shall be a material breach of this Agreement, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

1.3 It shall be a material breach of this Agreement and it shall be a violation of the City's Code of Ordinances for any payment, gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Consultant/Vendor or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

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City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

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