

CONTRACT FOR SALE OF REAL PROPERTY

City of Danbury ("Seller") to Union Savings Bank ("Buyer")

AGREEMENT made as of the _____ day of DECEMBER 2010 between CITY OF DANBURY, a municipal corporation, located at 155 Deer Hill Avenue, Danbury, Connecticut, 06810 (the "SELLER", whether one or more), and UNION SAVINGS BANK, a banking corporation having an office and principal place of business at 226 Main Street, Danbury, Connecticut, 06810 (the "BUYER", whether one or more).

WITNESSETH:

1. PROPERTY. The SELLER, in consideration of the purchase price hereinafter specified, hereby agrees to sell and convey and the BUYER hereby agrees to purchase the real property commonly known as 120 Main Street (former Danbury Police Station), 6 Boughton Street (former Fire Station used by Police Department Evidence Division) and 116 Main Street (formerly Community Services Division), Danbury, Connecticut, and specifically described in Schedule A attached hereto (the "Premises") subject to the encumbrances and exceptions to title set forth or referred to in paragraph 6(c) and Schedule A (legal description and exceptions, if any) attached hereto.

2. CONSIDERATION. The purchase price is TWO MILLION THREE HUNDRED THOUSAND and no/100ths DOLLARS (\$2,300,000.00) which the BUYER agrees to pay as follows:

- (a) Deposit before or upon the signing of this Agreement receipt of which is hereby acknowledged, subject to collection; \$ 23,000.00
- (b) Upon the delivery of the deed by wire transfer or by certified check or official bank check drawn on a bank having an office in Connecticut, the proceeds of which is immediately available; \$ 2,277,000.00
- TOTAL \$ 2,300,000.00

a) **Deposit:** Any deposit made hereunder shall be paid to the SELLER'S attorney who shall hold the same as escrow agent subject to the terms and conditions hereof and release same to SELLER at the time of closing of sale or to the party entitled thereto upon sooner termination of this Agreement. Any other deposits held by other parties shall immediately be forwarded to SELLER'S attorney to be held under the same conditions. Prior to any release of the funds to either party for any reason other than a closing, SELLER'S attorney shall provide not less than 7 days notice to both parties. In the event of any actual or claimed dispute, the SELLER'S attorney may commence an action of interpleader or similar proceeding and may deposit the down

payment with a court of competent jurisdiction, whereupon said attorney shall have no further liability or obligation with regard to said funds.

b) **Funds at Closing:** At closing, BUYER shall tender to SELLER wired funds, cashier's check(s), or bank treasurer's certified check(s) payable or endorsed to SELLER's attorney as trustee for SELLER for the balance of the purchase price due at closing as set forth herein.

3. CONTINGENCIES.

This Agreement is contingent upon the SELLER and BUYER obtaining any and all City of Danbury governmental approvals, including the Danbury City Council, necessary for the City of Danbury to convey the real property set forth in Schedule A to Union Savings Bank.

This Agreement is also contingent upon:

- a. BUYER to obtain Municipal Planning and related approvals State of Connecticut Banking Commission and any other governmental approvals as set forth in Paragraph 31, said permits and approvals to be satisfactory to BUYER in BUYER's sole and absolute discretion.
- b. The BUYER, obtaining from the SELLER written approval from the City of Danbury within the first ninety (90) days after execution of this Agreement to terminate the Lease of Union Savings Bank with respect to the Union Savings Bank Branch located at 158 Main Street (Library Building) upon the completion of the new Union Savings Branch at 116 Main Street, 6 Boughton Street. The termination date of the 158 Main Street Union Savings Branch Lease to be coterminous with the opening of the Union Savings Bank Branch at 116 Main Street/6 Boughton Street. Union Savings Bank will provide the City of Danbury sixty (60) days' advance written notice of the date of opening of the 116 Main Street/6 Boughton Street Branch and related termination of the 158 Main Street Branch Lease.
- c. Satisfactory environmental conditions at the Premises set forth on Schedule A, in Union Savings Bank's sole discretion, including environmental inspections of the Premises by BUYER, at BUYER's cost, as allowed pursuant to Paragraphs 32 and 33 herein.
- d. The Connecticut Institute for Communities, Inc., prior to Closing of Title by Union Savings Bank on the Premises defined herein, (i) delivering to the City of Danbury Planning Office a Site Plan Application for 120 Main Street parcel, said Site Plan Application to include the Plans for approximately 46 housing units consisting of 28 (1) bedroom and 18 (2) bedroom and/or den units and Plan for a federally qualified Health Center Facility, and (ii) receiving a favorable report with respect to the Site Plan submitted from the City of Danbury Planning Department indicating that the Site Plain is in compliance with City Regulations and in accordance with the Downtown Renaissance Task Force Report and Plan.

In the event any of these contingencies are not satisfied, in BUYER's sole and absolute

discretion, then BUYER shall give written notice to SELLER, of the inability of the contingencies to be satisfied and specifying the contingency which is not able to be satisfied whereupon the SELLER shall return to BUYER the deposit of \$23,000.00 and this Agreement shall be deemed null and void and neither party shall have rights against the other party.

The BUYER shall have the right to waive any condition or contingency in this paragraph 3 in its sole discretion, excepting approvals that are required to be obtained by BUYER relating to State Banking Commission Approval.

4. CLOSING. The deed for the Premises shall be delivered at the BUYER's Attorney's offices in Danbury on the **1st day of May, 2011** or on such other date as may be subsequently agreed upon by the parties within thirty (30) days of final non-appealable approvals from any and all governmental agencies, as set forth in this Agreement.

5. FIXTURES. (a) Included in this sale, for the aforesaid purchase price, are the following items, all of which items the SELLER represents are owned by SELLER, not leased, and free from security interests, liens, and other encumbrances, insofar as any of them were located on the Premises at the time of BUYER'S inspection (There shall be no substitute items, e.g. specific appliances, unless otherwise agreed upon herein): heating, cooling (including in wall air conditioning units), electrical and plumbing systems and fixtures, water systems and filtration systems, electric light fixtures with bulbs, security system with controls, storm windows and doors, screens and screen doors, window shades, window boxes, venetian blinds, curtain rods, awnings, and related equipment, weathervanes, mail box(es) at 120 Main Street, 6 Boughton Street and 116 Main Street, being sold in "AS IS" condition, including interior.

6. TITLE. (a) If, upon the date for the delivery of the deed as hereinafter provided, the SELLER shall be unable to deliver or cause to be delivered a deed or deeds conveying a good and marketable title to the Premises, subject only to the items set forth in Schedule A and Paragraph 6(d) hereof, then the SELLER shall be allowed a reasonable postponement of closing not to exceed ninety (90) days within which to perfect title. If at the end of said time the SELLER is still unable to deliver or cause to be delivered a deed or deeds conveying a good and marketable title to said Premises, subject as aforesaid, then the BUYER (i) may elect to accept such title as the SELLER can convey, without modification of the purchase price, or (ii) may reject such title. Upon such rejection, all sums paid on account hereof, together with reasonable fees for the examination of title not to exceed \$250.00, shall be paid to the BUYER without interest thereon. Upon receipt of such payment, this Agreement shall terminate and the parties hereto shall be released and discharged from all further claims and obligations hereunder.

(b) The title herein required to be furnished by the SELLER shall be marketable, subject only to the items set forth in Schedule A and Paragraph 6(d) hereof, and the marketability thereof shall be determined in accordance with the Connecticut General Statutes and the Standards of Title of the Connecticut Bar Association. Any and all defects in or encumbrances against the title which come within the scope of said General Statutes and/or Title Standards shall not constitute valid objections on the part of the BUYER, if such Statutes or Standards do not so provide, and provided the SELLER furnishes any affidavits or other instruments which may be required by the applicable Statutes or Standards, and further provided title will be insurable at standard

premiums by a title insurance company licensed in the State of Connecticut. Where the Statutes and Standards conflict or are found to be inconsistent, the Connecticut General Statutes shall control.

(c) The Premises will be conveyed to and accepted by the BUYER subject to:

(i) Any and all zoning and/or building restrictions, limitations, regulations, ordinances, and/or laws; any and all building lines; and all other restrictions, limitations, regulations, ordinances and/or laws imposed by any governmental authority and any and all other provisions of any governmental restrictions, limitations, regulations, ordinances and/or public laws, provided the Premises are not in violation of same at the time of closing.

(ii) Real Property Taxes on the current Grand List and any and all existing tax payments, municipal liens and assessments coming due on or after the date of closing. The BUYER shall by acceptance of the deed assume and agree to pay, any and all such tax payments, liens and assessments which may on or after the date of closing be assessed, levied against or become a lien on the Premises.

(iii) Any state of facts which a survey and/or physical inspection of the Premises might reveal, provided same do not render title unmarketable as determined under Paragraph 6(b) hereof (such exception is for purposes of this Agreement only and shall not be included in the deed).

(iv) Common law, riparian or littoral rights of others and/or other rights, if any, in and to any natural watercourse or body of water flowing through or adjoining the Premises, and all statutory and other rights of others in and to any such watercourse or body of water.

(v) Unless otherwise specifically agreed between the parties in writing, any municipal or other assessment other than taxes (such as for sewers and the like) shall be paid on a current basis by the SELLER and the balance assumed by the BUYER at closing.

(vi) Such encumbrances as shown on Schedule A, if any, provided the same do not constitute defects in title pursuant to paragraph 6(b) hereof.

7. DEFAULT. (a) If BUYER is in material default hereunder after written notice from SELLER specifying the material Default and providing thirty (30) days to cure or, if the cure cannot be completed in thirty (30) days, then (providing Buyer is actively seeking to cure the breach) a reasonable time thereafter to cure or, if BUYER indicates on or before the date of closing as set forth herein that BUYER is unable or unwilling to perform, and SELLER stands ready to perform SELLER'S obligations, SELLER shall, as liquidated damages for Buyer's Default:

Terminate this Agreement by written notice to BUYER or BUYER'S attorney and retain the down payment as reasonable liquidated damages for BUYER'S inability or unwillingness to perform. It is the intention of the parties hereto to freely make this advance provision on the date of this Agreement for such event in order (a) to avoid controversy, delay and expense, and (b) to specify now a

reasonable amount agreeable to both for compensation to the SELLER for losses which may not be readily ascertainable or quantifiable, such as any of the following which might be necessary to place SELLER in the position SELLER would have been in had BUYER made timely performance: costs of carrying, maintaining, insuring and protecting the property, loss of interest income on the proceeds, loss of optimum market time, value and conditions, the uncertainty, delay, expense and inconvenience of finding a substitute BUYER, additional commissions and fees, to meet obligations entered into in anticipation of performance. In such event and upon SELLER'S written notice of termination, the Premises shall be free of any claims or interest of the BUYER therein by virtue of this Agreement

Written notice of the SELLER'S exercise of this provision shall be given in accordance with paragraph 20 herein;

(b) If SELLER is in material default hereunder, BUYER shall have such remedies as BUYER shall be entitled to at law or in equity, including, but not limited to, specific performance. However, failure to comply by the SELLER as a result of encumbrances or defects in title shall be governed by the provisions of paragraph "6" of this agreement and failure to comply as a result of risk of loss shall be governed by paragraph "12" of this agreement.

8. RIGHT TO WITHDRAW. This proposed Agreement shall not be considered or construed as an offer by the SELLER. The SELLER or BUYER reserves the right to withdraw this proposed Agreement at any time prior to the signature by both parties hereto, receipt by the SELLER'S attorney of the full payment of the deposit set forth herein, and delivery of a fully executed Agreement to the BUYER'S Attorney.

9. CONDITION OF PREMISES Unless otherwise provided herein, the BUYER agrees that he has inspected said Premises, is satisfied with the physical condition thereof and agrees to accept at closing the Premises in their present condition, subject to the provisions of Paragraph "14" hereof. Neither SELLER nor SELLER'S agents have made any representations or warranties as to said Premises on which BUYER has relied other than as expressly set forth in this Agreement. The SELLER agrees that the condition of the Premises shall be the same on the date of closing of title as of the date hereof, subject to the provisions of Paragraph 12 hereof, reasonable wear and tear excepted. The grounds shall be maintained by the SELLER between the date of BUYER'S signing hereof and the closing of title, including the mowing of lawns, the raking of fallen leaves, the removal of fallen trees and large branches (except in uncultivated areas), and the removal of snow and ice from walks and driveways.

10. BROKER(S). The parties hereto agree no brokers have been involved or negotiated the sale of the Premises. This Agreement is consummated by the SELLER in reliance on the representation of the BUYER that broker or agent brought the Premises to the BUYER'S attention or was, in any way, a procuring cause of this sale and purchase. The SELLER represents to the BUYER that no broker or agent has any exclusive sale or exclusive agency listing on the Premises. The BUYER (jointly and severally, if more than one) hereby agrees to indemnify and hold harmless the SELLER against any liability by reason of the claim of any broker or agent for a commission on account of this sale, provided that it is adjudicated by a

court of competent jurisdiction that a commission is due by reason of such other broker or agent being the procuring cause of this sale, said indemnity to include all costs of defending any such claim, including reasonable attorney's fees. In the event of any such claim, SELLER shall promptly notify BUYER, and BUYER shall have the right, but not the obligation, to assume the defense of such claim. The provisions of this paragraph shall survive the closing.

The SELLER agrees to indemnify and hold harmless, the BUYER against any liability by reason of the claim of a broker or agent for a commission on account of this sale by claim that it represented the SELLER in this transaction or that the broker or agent being a procuring cause of this sale on behalf of the SELLER, provided that it is adjudicated by a court of competent jurisdiction that a commission is due by such broker or agent being the procuring cause of this sale, said indemnity to include all costs of defending any such claim, including reasonable attorney's fees. In the event of any such claim, BUYER shall promptly notify SELLER and SELLER shall have the right but not the obligation, to assume the defense of such claim. The provisions of this paragraph shall survive the closing.

11. APPORTIONMENT. Real estate taxes, fire district taxes, sewer and water use, sewer and water assessments, or other municipal assessments, rents, assignable service contracts, dues and ordinary assessments of private associations, and common charges, if any, shall be apportioned over the fiscal period for which levied. BUYER shall reimburse SELLER at closing for any fuel remaining on the Premises at then market rates. All adjustments shall be apportioned in accordance with the custom of the Bar Association of the community where the Premises are located. Installments of any special assessments due and payable prior to closing shall be SELLER'S responsibility. Any errors or omissions in computing apportionment or other adjustments at closing shall be corrected within a reasonable time following the closing. The preceding sentence shall survive the closing.

12. RISK OF LOSS. The risk of loss or damage by fire or other casualty to the buildings on the Premises until the time of the delivery of the deed is assumed by the SELLER. Throughout the period between the date of this Agreement and the delivery of the deed, SELLER shall continue to carry his existing fire and extended coverage insurance on the buildings on the Premises. In the event of loss or damage, the SELLER shall have no obligation to make repairs or replacement. Within thirty (30) days of the date of the Loss the BUYER shall have the option to make repairs or replacements.

(a) of terminating this Agreement, in which event all sums paid on account hereof shall be paid to the BUYER without interest thereon plus \$250.00 for costs incurred by BUYER for Title Search. Upon receipt of such payment, further claims and obligations between the parties hereto, by reason of this Agreement, shall be released and discharged; or

(b) of accepting a deed conveying the Premises in accordance with all the other provisions of this Agreement upon payment of the aforesaid purchase price and of receiving an assignment of all insurance moneys recovered or to be recovered on account of such loss or damage, to the extent they are attributable to loss or damage to any property included in this sale together with the amount of the deductible withheld from payment, less the amount of any moneys actually expended by the SELLER on said repairs.

The SELLER shall not be responsible for loss or damage to trees or other plantings due to natural causes.

13. AFFIDAVITS. The SELLER agrees to execute, at the time of closing of title, an affidavit (a) verifying the non-existence of mechanics' and materialman's lien rights, (b) verifying the nonexistence of any tenants' rights, other than as set forth herein, (c) verifying the non-existence of any security interests in personal property and fixtures being sold with the Premises, (d) updating to the extent of SELLER'S knowledge, any available survey, and (e) affirming that SELLER is not a "foreign person" pursuant to Internal Revenue Code Section 1445; together with any other affidavit reasonably requested by the BUYER'S lender or title company as to facts within SELLER'S knowledge.

14. DELIVERY OF PREMISES. The SELLER agrees to deliver, simultaneously with the closing of title, exclusive possession of the Premises. The BUYER shall have the right to make a final inspection of the Premises prior to Closing of Title.

15. LIEN. All sums paid on account of this Agreement as set forth in Paragraph 2 and reasonable expenses hereof are hereby made liens on the Premises, but such liens shall not continue after default by the BUYER under this Agreement.

16. DEED. The SELLER, upon receipt of the total purchase price shall, at the SELLER'S cost and expense, execute, acknowledge, and deliver to the BUYER or BUYER'S permitted assigns, the usual Connecticut full covenant Warranty Deed in proper form to convey to the BUYER or BUYER'S permitted assigns the fee simple of the Premises free of all encumbrances except as herein provided. The SELLER shall thereupon pay all real estate conveyance taxes, if any, and shall complete and deliver to the BUYER the conveyance tax forms.

17. DELIVERY OF DOCUMENTS. The SELLER shall deliver to the BUYER at or prior to closing any documents, informational materials, building plans, assignable warranties, and any surveys in the SELLER'S possession pertaining to the Premises, and the systems on or within the Premises.

18. NOTICES. All notices under this Agreement shall be in writing and shall be delivered personally and receipted or shall be sent by facsimile transmission or registered or certified mail or by overnight courier, addressed to the attorney for the respective party. Notice signed by the respective attorneys shall be deemed sufficient within the meaning of this paragraph without the signature of the parties themselves.

Notices to the SELLER shall be sent to:

Robert J. Yamin, Esq.
Yamin & Yamin LLP
4 Moss Avenue
Danbury, CT 06810
Phone (203) 744-7090
Fax (203) 744-7044
Cell (203) 731-1358
lawyers@yaminlaw.com

Lazslo L. Pinter, Esq.
Deputy Corporation Counsel
City Hall
155 Deer Hill Avenue
Danbury, CT 06810
Phone (203) 797-4518

Notices to the BUYER shall be sent to:

Ted D. Backer, Esq.
Cramer & Anderson LLP
51 Main Street
New Milford, CT 06776
Phone (860) 355-2631
Fax (860) 355-9460

Gene Eriquez, Vice President
Union Savings Bank
226 Main Street
Danbury, CT 06810
(203) 730-5015

19. ASSIGNMENT. This Agreement and BUYER'S rights hereunder may not be assigned by BUYER (unless the assignment is to a wholly owned subsidiary of BUYER) without the written consent of SELLER, and any purported assignment without such written consent shall be void and of no effect, consent of the SELLER to assignment shall not unreasonably be withheld or delayed.

20. IRS REPORTING COMPLIANCE. Unless otherwise required by law or as set forth in a separate designation agreement, BUYER shall cause BUYER'S attorney to comply with any reporting requirements (if any) of the Internal Revenue Service as to this transaction. The provisions of this paragraph shall survive the closing.

21. ACCEPTANCE OF DEED. The delivery and acceptance of the deed herein described shall be deemed to constitute full compliance with all the terms, conditions, covenants and representations contained herein, or made in connection with this transaction, except as may herein be expressly provided and except for the warranties of title.

22. REPRESENTATIONS. Unless otherwise specified in writing to the contrary, none of the representations made in this Agreement including all attachments constitutes a guarantee or warranty that survives delivery of the deed and all representations by SELLER are made to the best of SELLER'S knowledge and belief without inquiry or investigation. Further, said representations shall be as true and accurate at the time of closing as they were as of the date hereof.

(a) Utilities.

No utilities serving the Premises, except as specifically set forth in this agreement, cross the property of an adjoining owner and no utility lines cross the Premises that serve the property of an adjoining owner unless specifically set forth herein.

(b) Oil Tanks.

The SELLER further represents that (a) there are no abandoned fuel oil tanks on the Premises; and (2) that, to the best of SELLER's knowledge, the Premises are not contaminated by any oil, petroleum product or hazardous waste which, if known to the State and Federal authorities, could result in remedial clean-up work and expense to the BUYER subsequent to the passing of title. The parties understand, acknowledge and agree that Buyer intends to and shall conduct its own comprehensive environmental due diligence on and regarding the Premises.

(c) Plot Plan/Inspections/Encroachments.

At or before the closing of title, SELLER shall deliver to BUYER'S attorney any plot plan, existing warranties, engineer's certificate, and survey of the Premises which SELLER has, except as otherwise expressly set forth in this Agreement. Further, if an inspection or survey/plot plan reveals facts which render title unmarketable, then BUYER shall have no obligation to purchase the subject Premises and shall receive all sums paid on account hereof, even if this agreement provides that the Premises are to be conveyed subject to such facts as an inspection or survey might reveal.

SELLER represents that SELLER has no knowledge of any special assessments levied or to be levied against the Premises which are not yet a lien on the Premises and has no knowledge of any existing improvements or work done on the Premises which may result in special taxes or assessments to be paid thereon except as specified in paragraph 6(d) and/or Schedule "A" attached hereto.

(d) Easements/Restrictive Covenants

SELLER represents that any easements and/or restrictive covenants do not interfere with ingress or egress to the Premises nor the use of the Premises as currently being used. In the event it is found prior to Closing of Title, that such a violation does exist, the remedies of the parties shall be those available to them in the event of a defect in title. Further, SELLER represents that it has no actual knowledge of any pending or threatened zoning, health, environmental and other governmental action, hearing or proceeding by any party including, without limitation, any public agency, directly or indirectly relating to or affecting the Premises, nor the property of any adjoining landowner and SELLER agrees to advise the BUYER immediately of any such hearing or proceeding of which the SELLER becomes aware.

(e) Record Owner.

SELLER is the record owner in fee simple and no one other than the SELLER has an ownership interest in the Premises being conveyed. Title shall remain in SELLER'S name until Closing of Title pursuant to this Agreement.

23. EFFECT. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and permitted assigns of the respective parties.

24. COSTS OF ENFORCEMENT. Except as otherwise expressly provided herein, in the event of any litigation brought to enforce any material provision of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys fees and court costs from the other party

25. GENDER. In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within Agreement may require.

26. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and all of which when taken together shall constitute one and the same Agreement.

27. ENTIRE AGREEMENT. All prior understandings, agreements, representations and warranties, oral and written, between SELLER and BUYER are merged in this Agreement. This Agreement completely expresses the agreement of the parties, and has been entered into by the parties after discussion with their respective attorneys and after full investigation, neither party relying upon any statement made by anyone else that is not set forth in this Agreement. Neither this Agreement nor any provision hereof may be waived, changed or cancelled except by a written instrument signed by both parties.

28. CAPTIONS. The captions preceding the paragraphs in this Agreement are for ease of

reference only and shall be deemed to have no effect whatsoever on the meaning or construction of the provisions of this Agreement.

29. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not render any other provision invalid or unenforceable. In lieu of any invalid or unenforceable provision, there shall be added automatically a valid and enforceable provision as similar in terms to such invalid or unenforceable provision as may be possible.

Title to said Premises is to be taken in the name of: UNION SAVINGS BANK.

30. CLOSING DOCUMENTS

- A. At Closing, SELLER shall deliver to BUYER the following:
1. The Warranty Deed;
 2. A title affidavit to the Title Insurance Company in the form customary form with respect to tenant's in possession and mechanic's lien.
 3. FIRPTA Affidavit affirming that the SELLER is not a "foreign person" pursuant to Internal Revenue Code Section 1445;
 4. Corporate proofs reasonably required by the Title Insurance Company authorizing the sale of the Premises.
 5. Conveyance tax statements and payment of conveyance tax (if any).
 6. Assignment by SELLER to BUYER of any and all permits and/or approvals which have been obtained with respect to the Premises by BUYER (or others with respect to 120 Main Street) or as may otherwise exist.
- B. The Parties shall mutually execute and deliver to each other a Closing Statement in customary form and such other and further agreements as reasonably may be required to carry out the purposes of this Agreement and consummate the transaction contemplated hereby.
- C. At the Closing, BUYER shall deliver to the SELLER the following:
1. The balance of the Purchase Price, as adjusted in accordance with the terms of this Agreement.
 2. Corporate proofs authorizing the acquisition of the Premises.

31. LAND USE CONTINGENCY

This Agreement is contingent upon the BUYER obtaining, at its sole cost and expense, all City, State and Federal (including State Banking Commission Approval) approvals (in form and substance acceptable to BUYER) to permit the construction of a Union Savings Bank and financial facility consisting of an approximately $\pm 2,500$ S.F. structure with drive-thru access lane(s), ("Approvals") at 116 Main Street/6 Boughton Street, Danbury. BUYER shall have the period of time from the execution of this Agreement until March 1, 2011 to satisfy this contingency (the "Land Use Approval Period"). SELLER shall reasonably cooperate with BUYER in connection with obtaining the Approvals. The SELLER agrees that it will cooperate and execute all necessary documents in connection with any permits, licenses or land use applications necessary to obtain the approvals required under this contract.

The BUYER agrees to diligently pursue obtaining said Approvals. In the event the BUYER is unable to obtain the Approvals by March 1, 2011, then in such event, the BUYER, at its sole discretion, may elect to extend, by sending written notice to SELLER, the Land Use Approval Period by two additional 30 day periods in which to obtain said Approvals (the 1st and 2nd Extension Period(s)) provided BUYER has submitted all plans and applications for the 2500 \pm square foot Union Savings Bank Branch.

In the event BUYER has been denied any Land Use Approval then BUYER at its option may terminate this Agreement and receive a refund of the Deposit as set forth herein or it may notify SELLER that it intends to appeal to the Superior Court, the permit denial in which event said Contract shall be extended provided BUYER diligently pursues its appeal. In the event BUYER's appeal is sustained, the result of which is all necessary Approvals (in form satisfactory to BUYER) are obtained, BUYER agrees to a closing date which is thirty (30) days from the date upon which all Approvals became final and not subject to further appeal. In the event the Appeal is affirmed and therefore the BUYER shall be unable to obtain Approvals, SELLER shall, upon written notice from BUYER, refund BUYER's deposit.

The BUYER agrees to file an application for site plan approval with the Danbury Planning Commission no later than 30 days after the end of the Environmental Due Diligence Period set forth in Paragraph 32 herein.

In the event of any appeal to Superior Court of any Municipal Approval by a third party, the BUYER shall have the right to continue this Agreement upon written notice to SELLER that it is intending to and does defend the Appeal. In the event the defense by BUYER is not successful, the SELLER, upon written notice from BUYER, shall refund the full amount of the Deposit and the Contract shall terminate and neither party shall have liability to the other party. In the event the defense is successful and Approvals are obtained in form satisfactory to BUYER, BUYER shall Close Title to Premises within thirty (30) days from date approvals become final and non-appealable.

32. ENVIRONMENTAL DUE DILIGENCE PERIOD

This Agreement and BUYER's obligation to close title is contingent upon BUYER being satisfied that the Premises is acceptable to BUYER in BUYER's sole and absolute discretion, including any and all environmental matters and conditions of the Premises, including air quality and subsurface conditions. BUYER shall have a period of 60 days from the full execution of this Agreement, (the "Due Diligence Period") to satisfy this contingency. During the Due Diligence Period BUYER may, at its sole and absolute election terminate this Agreement and receive a refund of the Deposit by giving SELLER written notice of its election to terminate during the Due Diligence Period. Should BUYER fail to terminate this Agreement prior to the end of the Due Diligence Period, this contingency shall be deemed to have been satisfied and the Agreement shall remain in full force and effect. BUYER shall provide SELLER with a copy of any environmental reports it obtains with respect to the premises within 30 days of the receipt of the same.

33. RIGHT TO ENTER THE PREMISES

During the term of this Agreement, the BUYER or its agent, upon notice to Seller, shall have the right to enter the Premises for purposes of testing the Premises including installation of soil and groundwater test wells or borings at the Premises, including inside the basement of the buildings to determine the non-existence of any hazardous waste materials, or other environmental issues, and for purposes of preparing any reports necessary for any land use agencies. In the event the BUYER for any reason does not purchase the Premises, the BUYER shall reasonably restore the Premises disturbed to its condition prior to the environmental testing. The BUYER shall provide the SELLER with reasonable notice of any testing to occur. During the period of this Agreement, BUYER and its designees shall also have the right to erect signs on the Premises at 16 Boughton Street/116 Main Street informing the public of the proposed bank development. The SELLER shall have the right to have a representative present during any on site environmental testing or inspections.

In connection with its entries onto the Premises and its conduct of any studies or tests, BUYER hereby indemnifies and agrees to hold harmless and defend SELLER from and against any and all liability, cost, claim, expense or judgment with respect to physical damage or injury or death to an individual as a result of such entry, and from and against any liens asserted or obtained against SELLER or placed against the Premises for any costs of BUYER's studies or tests, except to the extent any of the foregoing is caused by SELLER's gross negligence or willful misconduct. BUYER shall provide SELLER with an insurance certificate of the licensed environmental professional undertaking any onsite testing on the Premises.

Prior to entering the Premises, the BUYER, or BUYER's environmental consultant, agrees to obtain liability insurance in the minimum amount of \$1,000,000.00 per person and \$2,000,000 per occurrence and \$300,000 in respect of any Premises damage and to name the SELLER as an additional insured.

34. THE SELLER REPRESENTS THAT THE FOLLOWING STATEMENTS ARE TRUE AND ACCURATE TO THE BEST OF THEIR KNOWLEDGE AND BELIEF AND WILL BE SO AT THE TIME OF CLOSING:

A. No litigation affects or threatens the Premises and SELLER will notify BUYER immediately of any matter, including (but not limited to) attachments, liens, zoning matters and eminent domain proceedings which may affect the Premises during the pendency of this agreement.

B. During the prior ten year period that SELLER has owned the Premises, there has been no current, pending or threatened administrative or legal actions against SELLER under any hazardous waste, pollution or other environmental law or regulation.

C. SELLER has all requisite corporate authority and power to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by all required corporate action and no other corporate proceedings are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by SELLER and, assuming this Agreement has been duly authorized, executed and delivered by BUYER, this Agreement constitutes a valid and binding agreement of SELLER, enforceable against SELLER in accordance with its terms.

D. Neither the execution and delivery of this Agreement by SELLER nor the consummation of the transactions contemplated hereby will (i) violate any laws, regulations, ordinances of SELLER, (ii) except as set forth in this Agreement, require any consent, waiver, approval, authorization or permit of, or filing with or notification to, any governmental entity, including courts or tribunals, (iii) result in a violation or breach of, or constitute (with or without notice or lapse of time or both) a default under, any agreement or instrument or other obligation to which SELLER is a party or by which SELLER or any of its properties or assets may be bound or (iv) violate any statute, rule, regulation, ordinance, order, decree, injunction or judgment of any governmental entity, including courts and tribunals, applicable to SELLER or by which SELLER or any of its properties or assets may be bound.

E. At the signing of this Contract, SELLER is record owner in fee simple of the Premises described herein and is not under any incapacity which prevents SELLER from entering into this Contract or complying with the terms thereof. SELLER is not a "foreign person" within the meaning of the United States Internal Revenue Code and that SELLER's U.S. Taxpayer Identification Number(s) is/are as follows: _____.

F. There are no municipal or state assessments imposed on said Premises other than municipal taxes, and there have been no municipal improvements made for which an assessment has yet to be levied, except as specifically stated in this Contract.

G. There are no leases or tenancies or occupancies binding on or encumbering the Premises. SELLER will not enter into any leases, tenancies or occupancies with respect to the Premises between the Contract Date and the Closing Date.

H. (i) SELLER represents that, to the best of its knowledge and belief, SELLER has not, during the period of ownership, transported, disposed of or used the Premises to place any material that could be deemed as a hazardous material, hazardous substance or hazardous waste or upon or within the Premises and is not aware during the period of its ownership of any illegal depositing of hazardous materials, hazardous substances or hazardous wastes as defined by State, Federal or local laws or regulations.

(ii) During its period of ownership, SELLER represents, to the best of its knowledge and belief, that it has not received any correspondence from any local, State or Federal governmental entity or third party regarding environmental violations or environmental matters with respect to the Premises, or with respect to migration of contaminants from abutting or nearby properties to the Premises, any issues with lead concerning the pistol range located in the Police Station Building.

35. THE BUYER REPRESENTS THAT THE FOLLOWING STATEMENTS ARE TRUE AND ACCURATE TO THE BEST OF ITS KNOWLEDGE AND BELIEF AND WILL BE SO AT THE TIME OF CLOSING:

A. BUYER is a corporation with full power and authority, to enter into this Agreement and to perform all of the obligations required hereunder. The party executing this Agreement is authorized to bind the BUYER.

B. BUYER has all requisite power and authority to execute and deliver this Agreement and to carry out its obligations hereunder and the transaction contemplated hereby, and further, does not require (except for Approvals set forth in Paragraph 16 herein) the approval or consent of any third party, including, but not limited to any State, Federal, regional and/or municipal board, commission, department or the like. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by BUYER and constitute its legal, valid and binding obligation enforceable against it in accordance with its terms.

C. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by BUYER and constitutes its legal, valid and binding obligation enforceable against it in accordance with its terms.

36. SELLERS DISCLOSURES

A. BUYER acknowledges and SELLER represents that SELLER has disclosed and delivered to the BUYER within thirty (30) days after the execution of this Agreement the results of any and all environmental reports and environmental test results conducted by the SELLER or any third party, and/or notices, letters and correspondence from other environmental or governmental agencies, including Connecticut Department of Environmental Protection, on file with the SELLER regarding the Premises, the said reports provided to BUYER are set forth on

Exhibit ____ attached hereto. SELLER agrees it shall request SELLER's Licensed Environmental Professional (LEP) to provide a Reliance Letter to BUYER as to Environmental Reports dated _____. BUYER shall be responsible for any and all costs associated with the issuance of the Reliance Letter to the BUYER which costs are limited to \$250.00. The Reports referenced hereinabove shall be provided to BUYER within five (5) days of Contract execution.

37. CITY/GOVERNMENTAL APPROVALS

This Agreement and transaction are contingent upon any other governmental or other approvals legally or reasonably necessary for the City of Danbury to consummate this sale transaction, including but not limited to any necessary or appropriate, in the opinion of the Seller, approval or consent of the City Council of the City of Danbury or any committee or subcommittee thereof, or any City departmental approvals, review or consent. Seller agrees to proceed with reasonable diligence to obtain said approvals and keep Buyer informed of the progress thereof.

38. PROVISION OF INFORMATION & MATERIALS TO SELLER

Buyer shall regularly keep Seller apprised of the status and progress of all land use, permitting, approval and similar processes and applications undertaken by Buyer in connection with this Agreement and transaction, including but not limited to those processes and applications contemplated pursuant to Par. 31 of this Agreement. In addition, at any time during the pendency of this transaction, Seller shall have the right to reasonably request from Buyer information regarding the status of any such permit or approval processes. Upon written request by Seller, Buyer shall provide Seller with copies of any such permits, approvals, reports, departmental reports, maps, surveys, plot plans, or other similar materials produced or procured by Buyer in connection with this transaction and such permit and approval processes, excepting by conveying these documents Union Savings is not conveying any ownership interest (or granting any permission to reuse) to the Seller with respect to Union Savings Bank proprietary designs, plans or specifications for the new Union Savings Bank Branch to be situated on the 6 Boughton Street and 116 Main Street Properties.

39. RELOCATION BENEFITS

Buyer shall be responsible for the payment or discharge of any federal, state or local relocation (or similar) benefits or reimbursements whatsoever, if any, created, generated or triggered by the project which is the subject of this transaction and Agreement. The Seller represents to the best of its knowledge and belief that the three (3) parcels which are the subject of this Agreement are as of date of execution of this Agreement unoccupied. The Seller represents, to the best of its knowledge and belief, there are no known individuals, parties or businesses that would be due entitlements to any federal, state or local relocation or similar benefits or reimbursements.

40. SELLER'S DISCLAIMERS; & MISC. PROVISIONS

NOTWITHSTANDING ANYTHING ELSE SET FORTH IN THIS AGREEMENT OR ANY RIDER OR ADDENDUM OR ADDITION HERETO:

- A.** The parties recognize, acknowledge and agree that any and all representations made in this Agreement or in any rider or addendum hereto are made solely to the best of Seller's knowledge and belief and specifically do not survive the closing of title, and that the Buyer recognizes and represents that they shall not and do not rely on such representations except as modified and limited herein.
- B.** The parties agree that their respective attorneys are attorneys in fact and agents for their respective clients and acts, letters, and agreements by and between attorneys shall be binding upon the parties to this agreement.
- C.** The parties agree that the above representations and any and all other representations made by Seller in the Agreement or in this or any other rider or addendum, are not construed under any circumstances to be deemed to be guarantees surviving the closing of title, but rather representations made in order to induce the Buyer to purchase the herein described premises. Such representations will therefore not survive closing of title unless specifically provided herein, unless under the terms of this Agreement the Seller is permitted to remain in possession of the premises (or any portion thereof) beyond the closing date, then the various representations and agreements stated herein shall be effective until such time as transfer of possession of the premises (or as the case may be, any portion thereof) takes place.
- D.** Further, Buyer recognizes and represents that Sellers has performed no independent tests or inspections whatsoever to verify the truth or validity of any representations, and the Buyer also acknowledges and agrees that they may perform whatever additional tests or inspections they may require; provided, however, that in no event shall such additional tests or inspections be performed later than the date set forth in the contract of sale or other appropriate document (e.g., binder, offer to purchase) for the expiration of the time for inspections unless an extension for said tests is granted by Agreement of the parties hereto; otherwise Buyer so waives its rights to any such additional tests or inspections.
- E.** Any monetary adjustment issues, miscalculations, mistakes, or other computational or similar issues discovered after the Closing of Title shall immediately be addressed by the parties by the proper exchange of monies necessary to rectify any such issue, regardless of the cause of said issue, and this subparagraph E. shall survive the closing and shall be deemed to be a material provision of this Agreement.

41. NON-DISCRIMINATION

Buyer agrees and covenants that in its performance of or under this Agreement, and in its contracting or subcontracting hereunder or in work in connection with the transactions and plan of development contemplated hereunder, it will not and shall not knowingly discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, national origin, sex/gender, or physical disability.

42. NO WAIVER BY SELLER

Seller does not waive any rights by failing in any one or more instances to enforce any of the terms of this Agreement in any case or cases or in any event or under any circumstances.

43. NO PARTNERSHIP OR JOINT VENTURE; RELATED MATTERS

This Agreement is a contract of sale only, and shall in no way create or be deemed to create a partnership, affiliation, or any other relationship whatsoever (other than that of Buyer and Seller).

Nor shall this Agreement, prior to closing, create in Buyer any rights or ownership with respect to the Premises. The parties shall not engage in any conduct which might imply or lead others to believe that they are partners or co-venturers or have any other relationship (other than that of Buyer and Seller created pursuant to this Agreement).

No third party rights: This Agreement is strictly and solely for the benefit of the parties hereto only, and it is not intended to nor does it in any way create or impart or imply any rights herein or pursuant hereto or otherwise, to or for the benefit of any third parties whatsoever.

44. COOPERATION; GENERAL AGREEMENTS AND UNDERSTANDINGS OF THE PARTIES; FURTHER ASSURANCES

The parties recognize, understand, acknowledge and agree that the sale of the Premises to Buyer hereunder is in express contemplation of the mixed-use plan of development by Buyer for the 6 Boughton Street Parcel and 116 Main Street parcel and Buyer's Purchaser for 120 Main Street Parcel, including but not limited to an approximately 46-unit affordable housing units for seniors and veterans to be ultimately developed by the Connecticut Institute for Communities, Inc. on that certain portion of the Premises commonly known as 120 Main Street, Danbury, the development of a Union Savings Bank branch on 6 Boughton Street and 116 Main Street Parcels, and other intended uses and development. Both parties to this Agreement shall execute any and all further instruments and documents and shall take any and all further actions as the other party may reasonably request from time-to-time to effectuate the terms and purposes and intentions and goals of this Agreement and of the intended underlying mixed-use development project. This provision does not constitute a guaranty of Buyer which survives Closing of Title.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals, the day first above written.

In the Presence of:

CITY OF DANBURY

BY: _____ (L.S.)

MARK D. BOUGHTON

Its Mayor, Duly Authorized

SELLER

Tax ID # _____

UNION SAVINGS BANK

BY _____ (L.S.)

Its _____

BUYER

Tax ID # _____