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**Ad Hoc Committee
Proposed Lease- Head Start-37 Foster Street
March 10, 2014**

Chairman Joe Cavo called the meeting to order at 5:35 PM

COMMITTEE MEMBERS PRESENT: Chairman Joe Cavo and Warren Levy and Fred Visconti

ALSO PRESENT: Laszlo Pinter, Corporation Counsel, David St. Hilaire, Director of Finance and Director of Public Works Antonio Iadarola

Members of the public included Jim Maloney, Program Director for CT Institute for Communities Monika Bevilacqua, Ex-Officio members Colleen Stanley and members of the public.

Mr. Cavo said the call of the meeting is to discuss the proposed lease for Head Start and he asked Mr. Pinter for an overview. The property in question is the Foster Street property and the entity who would be the tenant is CIFIC 37 Foster Holding Company. The property is the building and the proposed term of the lease is 40 years with 2 ten year options and the property will be used for the Head Start School. The lease provides for rental on one dollar. There has been recent discussion of building cost issues. Up through the end of 2013, the City undertook the expenses of most of the building costs. Mr. Pinter stated that after January 1, 2014, it was agreed that the tenant, CIFIC, is responsible for everything in the way of occupancy in the building (Mr. Pinter read them individually). There is no assignment in subletting the property except with formal approval by the City. Language in the lease also explains renovations to the property. In the event that CIFIC does any interior renovations to the property at its own costs that will have to be approved by the City in advance. The costs belong to the tenant. Standard maintenance of the facility is upon the lessee and structural maintenance and repair belong to the City. Mr. Maloney gave a background of the building. Mr. Levy asked why the guarantor couldn't be the holding company. Mr. Pinter explained the insurance clause in the lease would provide the protection for most liabilities. Mr. Levy inquired about a security deposit. Mr. Maloney explained the difference between the holding company and the actual operating entity. Discussion included the details of the lease which speak to liability. Mr. Levy asked about the term of the lease and he asked about the useful life of the building. Mr. Iadarola explained useful life of a building and explained who is responsible for mechanical issues, lawn maintenance, etc. Head Start occupancy took place in July, 2013. Mr. Maloney said that Head Start is a State, Federal and Local program and that the majority of the money is federal money. Discussion also included how the teachers in this program are being paid. The swipe card system is a security system that keeps track of each person coming in and out of the buildings and will be maintained by Head Start

A motion was made by Mr. Levy, seconded by Mr. Visconti to recommend to the City Council to adopt the lease that has been provided. The motion passed unanimously.

A motion was made by Mr. Visconti, seconded by Mr. Levy to adjourn its meeting at 6:08 PM

Respectfully Submitted,

Joe Cavo, Committee Chairman

Warren Levy

Fred Visconti

3/20/14

CITY OF DANBURY – CIFIC 37 FOSTER HOLDING CORP. LEASE

37 FOSTER STREET, DANBURY, CONNECTICUT

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THIS LEASE AGREEMENT is entered into this _____ day of _____, 2014, between the **City of Danbury**, 155 Deer Hill Avenue, Danbury, Connecticut 06810, a municipal corporation, organized and existing under and by virtue of the laws of the State of Connecticut, acting herein by Mark D. Boughton, its Mayor, hereunto duly authorized, hereinafter referred to as LESSOR, and **CIFIC 37 Foster Holding Corp.**, a Connecticut corporation, with a principal office at 7 Old Sherman Turnpike, Suite 212, Danbury, Connecticut 06810, acting herein by James H. Maloney, its President & Chief Executive Officer, hereunder duly authorized, hereinafter referred to as the LESSEE, for and in consideration of the covenants and consideration contained herein, agree as follows:

1. LEASED PREMISES.

The LESSOR hereby leases to LESSEE and the LESSEE hereby leases from LESSOR, the building and improvements located at 37 Foster Street in the City of Danbury, County of Fairfield and State of Connecticut, and all appurtenances thereto, all as more specifically detailed in Schedule A attached hereto and made a part hereof, hereinafter referred to as the "leased premises." The leased premises shall be used for the Early Head Start, Head Start and School Readiness Programs of Connecticut Institute For Communities, Inc. (hereinafter "CIFIC"), and its related services. CIFIC is a non-profit, community development corporation with an office at 7 Old Sherman Turnpike, Suite 212, Danbury, Connecticut and is the local sponsor of said programs, with which CIFIC 37 Foster Holding Corp., the LESSEE, is affiliated. Except as otherwise provided for herein, the LESSEE leases the leased premises in "as is" condition and agrees that no representation has been made by LESSOR to LESSEE respecting the condition of said leased premises. Further, LESSEE leases the leased premises after an examination thereof, including the surface condition, and except as expressly otherwise provided herein, without any representations or warranties by Lessor with respect thereto. The leased premises and parking are leased to LESSEE subject to all applicable municipal, state and federal zoning regulations and to encumbrances, if any, and any other restrictions of record.

2. TERM.

The term hereof shall commence upon the execution of this lease by both parties and shall continue for a period of forty (40) consecutive years, unless sooner terminated by three hundred and sixty-five (365) days advance written notice.

3. OPTION PERIODS.

In addition to the foregoing forty (40) year term, the LESSEE shall have the right to exercise two (2) ten (10) year options upon the terms described herein. If the LESSEE elects to exercise one or both of said options, it shall give notice thereof to the LESSOR, in writing, not less than 90 days prior to the expiration of the then current lease term.

4. RENT.

The LESSEE agrees to pay the sum of One dollar (\$1.00), upon signing of this lease, as rent for the initial forty (40) year term hereof. In the event that the LESSEE elects to exercise one or both of the ten (10) year options described herein, the rent for each such option period shall be fixed in the amount of one dollar (\$1.00), due on or before the anniversary of the effective date of this lease.

5. BUILDING COSTS.

The LESSOR agrees that it shall be responsible for all building costs incurred through December 31, 2013. Those costs include, without limitation, water, sewer, gas, electricity, grass and lawn maintenance, plantings and/or planting maintenance, driveway and parking area maintenance, janitorial/cleaning services, refuse services, building access services, alarm services and/or security services, if any, at the premises, building systems maintenance and costs, including but not limited to any necessary repairs to the roof, HVAC, building systems maintenance, plumbing, and electrical systems, any expenses relating to normal maintenance or repair of facilities necessary to provide utilities or services at the premises, and other services as specified in Section 26 hereof, but excluding internet, cable, and telephone services at the premises for which the LESSEE has been responsible from July 1, 2013 onward. The LESSEE has paid some of the LESSOR's building costs for services incurred through December 31, 2013, and shall provide the LESSOR with an accounting of those costs for reimbursement, which the LESSOR agrees to reimburse to the LESSEE.

As of January 1, 2014, the LESSEE agrees that it shall be responsible for the cost at the premises of apportioned sewer and water charges, gas, electricity, snow removal on site and on abutting sidewalks, grass and lawn maintenance, janitorial/cleaning services, refuse services, internet, cable, telephone services, and the prorated equitable costs of the premises' alarm and security system costs, including the cost of any alarm or security system repair costs at the premises. The LESSOR shall retain responsibility for building systems maintenance and costs, including but not limited to any necessary repairs to the roof, HVAC, physical structure, plumbing, and electrical systems. The LESSOR shall also retain responsibility for snow removal costs for the driveway and parking areas, general driveway and parking area maintenance, and the building access/swipe card system. The LESSEE shall be responsible for any additional costs to add users to the building access/swipe card system, if any. See also Section 26.

6. ASSIGNMENT AND SUBLETTING.

The LESSEE agrees that it shall not assign or sublet the whole or any part of the leased premises or any interest of the LESSEE hereunder without the prior written consent of the LESSOR, except to Connecticut Institute For Communities, Inc. (CIFC). Any other or further assignment or subletting without the prior written consent of the LESSOR, including assignment by operation of law, shall be null and void and shall constitute a default under this lease agreement and LESSOR, at LESSOR's option, may exercise its remedies under the default provisions provided for herein. A

consent to any other assignment or sublease by the LESSOR shall not release the prohibition as to assignment and sublease or constitute a consent to any other assignment or sublease.

7. SIGNS AND RIGHTS TO EXTERIOR.

The LESSEE shall not display or erect any lettering, sign, advertisement, awning or other projection in or on the leased premises or in or on the building of which it forms a part, without the prior written consent of the LESSOR, except for signage related to the programs operated at the leased premises.

8. INDEMNIFICATION BY LESSEE.

The LESSEE agrees to indemnify and save the LESSOR harmless against and from any and all cost, expense, liability or damage relating to or arising from claims by or on behalf of any person or persons, firm or firms, corporation or corporations, arising from the conduct or management of or from any work or thing whatsoever done by or on behalf of the LESSEE in or about the leased premises or parking areas, from and after the commencement of the term of this lease, and will further indemnify and save the LESSOR harmless against and from any and all claims arising during the term of this lease from any condition of the leased premises or parking areas arising from any act of negligence of the LESSEE or any of its agents, contractors, servants, employees or licensees, or arising from any accident, injury or damage whatsoever caused to any person, firm or corporation, occurring during the term of this lease, in or about the leased premises or parking areas arising from any act of negligence of the LESSEE or any of its agents, contractors, servants, employees or licensees and from and against any such claim or proceeding brought against the LESSOR by reason of any such claim. The LESSEE, upon written notice from the LESSOR, covenants to resist or defend such action or proceeding by counsel reasonably satisfactory to the LESSOR. Notwithstanding the foregoing, legal counsel appointed by the LESSEE's insurance carrier to represent the LESSOR shall be deemed to be reasonably satisfactory to the LESSOR.

The LESSOR agrees to indemnify and save the LESSEE harmless against and from any and all cost, expense, liability or damage relating to or arising from claims by or on behalf of any person or persons, firm or firms, corporation or corporations, arising from the conduct or management of or from any work or thing whatsoever done by or on behalf of the LESSOR in or about the leased premises or parking areas, from and after the commencement of the term of this lease, and will further indemnify and save the LESSEE harmless against and from any and all claims arising during the term of this lease from any condition of the leased premises or parking areas arising from any act of negligence of the LESSOR or any of its agents, contractors, servants, employees or licensees, or arising from any accident, injury or damage whatsoever caused to any person, firm or corporation, occurring during the term of this lease, in or about the leased premises or parking areas arising from any act of negligence of the LESSOR or any of its agents, contractors, servants, employees or licensees and from and against any such claim or proceeding brought against the LESSEE by

reason of any such claim. The LESSOR, upon written notice from the LESSEE, covenants to resist or defend such action or proceeding by counsel reasonably satisfactory to the LESSEE. Notwithstanding the foregoing, legal counsel appointed by the LESSOR's insurance carrier to represent the LESSEE shall be deemed to be reasonably satisfactory to the LESSEE.

9. NOTICE.

Any notice which is to be given to either party hereunder shall be given by certified mail, postage prepaid, to such party at its address listed below or such other address as said party may from time to time designate in writing. Any notice given to LESSEE or LESSOR shall also be given to any assignee or sub-lessee of the LESSEE and all notices to an assignee or sub-lessee of LESSEE shall also be sent to LESSEE.

As to LESSOR:

City of Danbury
ATTN: Superintendent of Public Buildings
155 Deer Hill Avenue
Danbury, Connecticut 06810

As to LESSEE:

CIFC 37 Foster Holding Corp.
ATTN: President & CEO
7 Old Sherman Turnpike, Suite 212
Danbury, Connecticut 06810

10. DEFAULT BY LESSEE.

The LESSOR and the LESSEE agree that the occurrence of any one or more of the following events shall constitute a default under this Lease:

- (a) The voluntary assignment by the LESSEE of this lease or subleasing the leased premises or parking areas, or any part thereof, without the prior written approval of the LESSOR.
- (b) LESSEE's substantial failure to observe or perform any of the other material covenants, conditions, or provisions of this lease agreement to be observed or performed by the LESSEE, and the LESSEE's failure to cure such default within fifteen (15) days after written notice thereof to the LESSEE.
- (c) If there shall be filed by or against the LESSEE in any court or other tribunal pursuant to any statute or other rule of law a case or proceeding or petition in bankruptcy or for insolvency proceedings or for reorganization or arrangement or for appointment of a receiver or trustee, or if a receiver be appointed for the LESSEE of all or a substantial portion of its property or if an assignment for the benefit of creditors is made by the LESSEE.
- (d) If the LESSEE vacates or abandons the premises for any period of time exceeding thirty (30) consecutive days without written notification to the LESSOR.

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11. REMEDIES.

Upon the occurrence of any one or more such events of default, LESSOR may terminate this lease. Upon termination of this lease, LESSOR may re-enter the premises with process of law using such force as may be necessary, and remove all persons, fixtures, and chattels therefrom and LESSOR will not be liable for any damages resulting therefrom. Upon termination of this lease, LESSOR will be entitled to recover from the LESSEE, as damages (1) all rent and other sums due and payable by LESSEE on the date of termination; (2) all sums due during the balance of the term of this lease, together with all expenses relating to recovery of the leased premises and preparation for reletting, including, without limitation, brokerage and management commissions, operating expenses, reasonable attorney's fees, alterations costs; and (3) the cost of performing any other covenant to be performed by LESSEE up until the date of termination. In addition to the foregoing, the LESSOR shall have the right to pursue any other remedies available to it at law or in equity.

Any and all property belonging to LESSEE or to which LESSEE is or may be entitled which may be removed from the premises by LESSOR pursuant to the authority of this lease or applicable law, may be handled, removed, or stored in a commercial warehouse or otherwise by LESSOR at LESSEE's risk, cost, and expense and LESSOR shall in no event be responsible for the value, preservation or safekeeping thereof. LESSEE shall pay to LESSOR, upon demand, any and all expenses incurred in such removal and all storage charges for such property so long as the same shall be in LESSOR's possession or under the LESSOR's control.

LESSOR's re-entry upon the leased premises or demand for possession thereof or LESSOR's notice to LESSEE that the tenancy hereby created will be terminated on the date therein set forth or in the institution of an action for forcible detainer or ejectment or the entering of a judgment for possession in such action or any other act or acts resulting in the termination of LESSEE's right to possession of the leased premises, shall not relieve LESSEE from LESSEE's obligation to pay all sums due hereunder during the balance of the term, except as herein expressly provided. The LESSOR may collect and receive any rent or other sums due from LESSEE and the payment thereof shall not constitute a waiver of or affect any notice or demand given, suit instituted or judgment obtained by LESSOR, or be held to waive, affect, change, modify or alter the rights or remedies which LESSOR has against LESSEE in equity or at law or by virtue of this lease.

If LESSEE at any time fails to make any payment or perform any other act on its part to be made or performed under this lease, LESSOR may, but shall not be obligated to, after reasonable notice or demand and without waiving or releasing LESSEE from any obligation under this lease, make such payment or perform such other act to the extent LESSOR may deem desirable and in connection therewith to pay expenses and employ counsel. All sums so paid by LESSOR shall be payable upon demand, together with interest thereon at the legal rate permitted by Connecticut law and LESSOR shall have the same rights and remedies for nonpayment thereof as in the case of default in the payment of rent thereunder.

12. INTERPRETATION OF LEASE AGREEMENT.

If any provision of this lease is contrary to the law of the State of Connecticut, each such provision shall be deemed stricken herefrom and the balance of this Lease shall remain fully in effect. The term "LESSOR" and "LESSEE" and any pronoun referring thereto shall be deemed to include their respective successors and assigns without regard to gender or number wherever the context so permits. The captions to each article are used for convenience only and are not to be considered a part of this agreement nor used in interpreting it.

13. APPROVALS AND PERMITS FOR LESSEE'S BUSINESS.

The LESSEE shall have the sole obligation to obtain all necessary approvals and permits for the operation of the leased premises and shall promptly execute, prosecute and comply with all municipal, state and federal statutes, ordinances, rules, orders and regulations applicable to the LESSEE's operation.

14. ATTORNEY'S FEES.

If suit is brought by LESSOR for any unlawful detainer of the leased premises or for recovery of any rent or other sums due under the provisions herein, LESSEE agrees to pay LESSOR all costs in connection with collection or enforcement thereof, including but not limited to reasonable attorney's fees, provided that the action or actions proceed to judgment in LESSOR's favor.

If suit is brought by LESSOR for default of any of the other covenants contained herein, LESSEE agrees to pay LESSOR all costs in connection with collection or enforcement thereof, including but not limited to reasonable attorney's fees, provided that the action or actions proceed to judgment in the LESSOR's favor.

If suit is brought by LESSEE for default of any of the covenants contained herein, then LESSOR agrees to pay LESSEE all costs in connection with enforcement thereof, including but not limited to reasonable attorney's fees, provided that the action or actions proceed to judgment in the LESSEE's favor.

15. LESSOR'S RIGHT OF ENTRY.

The LESSOR, its agents or representatives may enter the leased premises, upon reasonable notice to the LESSEE, provided there is no interference with LESSEE's business, for the purpose of (a) inspection thereof to insure compliance with the terms and conditions of this lease agreement; (b) exhibiting said premises to prospective purchasers or other persons.

16. INSURANCE COVERAGE BY LESSEE.

At all times during the lease term, LESSEE, at its sole expense, and for the mutual benefit of the LESSOR and LESSEE, shall procure, carry and maintain comprehensive public liability insurance policy, including property damage, insuring LESSOR and LESSEE against liability for injury to persons or property occurring in or about the leased premises or arising out of the ownership, maintenance, use or occupancy thereof. The liability under such insurance shall not be

less than ONE MILLION DOLLARS (\$1,000,000.00) for bodily injury and property damage on a Combined Single Limit basis; and THREE MILLION DOLLARS (\$3,000,000.00) aggregate. The LESSEE shall also maintain an excess liability policy in an amount of FIVE MILLION DOLLARS (\$5,000,000.00). The LESSOR shall be named on said policy as an additional insured.

The insurance policy listed above shall be maintained in force throughout the lease term and shall name LESSOR and LESSEE as insured as their respective interests may appear. Further, the policy shall be for not less than one year and shall contain a provision that it cannot be canceled or terminated for failure to renew, or modified unless the LESSOR is given thirty (30) days prior written notice. A certificate of each policy or renewal policy shall be presented to the LESSOR at the commencement of the lease term and at the commencement of each subsequent lease year. The above amounts shall be reviewed at the end of each year of the lease term and at the option of the LESSOR may be reasonably increased.

17. TRADE FIXTURES

The LESSEE shall have the right to install trade fixtures necessary to its business operations without prior approval of the LESSOR. The LESSEE shall remove any trade fixtures at the conclusion of its tenancy and will restore the leased premises to its original condition, reasonable wear and tear excepted. The LESSEE shall also retain the right to assume and maintain operational control of the alarm, security and/or swipe card access systems located at the premises at its discretion and expense.

18. LESSEE RENOVATIONS -- LESSOR'S APPROVAL OF PLANS.

It is understood by the parties hereto that the LESSEE shall undertake no renovations or improvements to the leased premises, with the exception of the installation of trade fixtures detailed in Section 17 of this Agreement, without the prior written approval of the LESSOR. Prior to undertaking any such renovations the LESSEE shall submit for LESSOR'S approval, prior to LESSEE's submission to municipal, state or federal land use or licensing agencies, or prior to the commencement of construction of any renovations or improvements to the leased premises, all plans and specifications, including but not limited to architecture renderings, engineering plans, landscape design and site plans (all hereinafter referred to as "plans"). The LESSOR's approval of said plans shall not be unreasonably withheld. Prior to commencing any such work, LESSEE shall, at LESSEE's own cost and expense, deliver to LESSOR a General Accident and Public Liability Policy. In addition, the LESSEE shall concurrently deliver to the LESSOR a Builder's Risk Policy, protecting against physical damage to the leased premises during the construction period. Further, at least ten (10) days before commencing such work, LESSEE shall notify LESSOR of LESSEE's intention to commence the same and LESSEE shall pay the increased premiums, if any, charged by the insurance companies, if any, carrying insurance on

said building, to cover the additional risk during the course of such work. The LESSEE shall submit to LESSOR a final certificate of occupancy upon completion of any such work.

19. OWNERSHIP AND REMOVAL.

All improvements in or upon the leased premises, with the exception of trade fixtures referenced in Section 17 of this Agreement, whether placed there by the LESSEE or by the LESSOR, shall, at the termination of this lease by lapse of time or otherwise, become the LESSOR'S property and shall remain upon the leased premises without compensation or allowance or credit to the LESSEE, unless LESSOR requests LESSEE to remove such items, in which event, LESSEE shall cause such removal. All personal property of LESSEE, including trade fixtures not owned by LESSOR, may be removed by LESSEE prior to the termination of this lease if LESSEE so elects and such property or any portion thereof will be removed if required by LESSOR; upon any such removal, LESSEE will restore the leased premises to its original condition, reasonable wear and tear excepted.

20. LIENS AND ENCUMBRANCES.

The LESSEE will not cause, suffer or permit any liens or encumbrances, nor do any act which will in any way encumber the title of LESSOR in and to the leased premises, nor in any way subject the leased premises to any claim by way of lien or encumbrance, whether by operation of law or virtue of any express or implied contract by LESSEE.

If any such lien is at any time filed against the leased property, LESSEE will immediately cause the same to be discharged of record by either payment, deposit, or bond. If LESSEE fails to discharge any such lien, then, in addition to any other right or remedy of LESSOR, LESSOR may, but will not be obligated to, procure the discharge of the same, after written notice to the LESSEE, either by paying the amount claimed to be due by deposit in court or bonding. Any amount paid or deposited by LESSOR for any of the aforesaid purposes, and all legal and other expenses of LESSOR, including reasonable attorney's fees, in defending any such action or incurred in procuring the discharge of such lien, with all necessary disbursements in connection therewith, will become due and payable within ten (10) days of billing, as additional rent.

Nothing in this lease agreement will be deemed to be, or construed in any way as constituting the consent or request of LESSOR, express, implied by inference or otherwise, to any person, firm or corporation, for the performance of any labor or the furnishing of any materials for any construction, rebuilding, alteration, or repair of or to the leased premises, or any part thereof, nor as giving LESSEE any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials which might in any way give rise to the right to file any lien against the leased premises without LESSOR'S consent.

21. BROKER.

LESSOR and LESSEE each warrant and represent to the other that it has had no dealings with any broker or agent in connection with this lease.

22. RECORDING.

LESSEE may record this lease or may record a short form memorandum thereof on such form acceptable to LESSOR. At the expiration or earlier termination of this lease, LESSEE shall, at the request of the LESSOR, execute and deliver to LESSOR a Quit Claim Deed, lease cancellation instrument, or other instrument in form suitable for recording, provided that such document does not have the effect of waiving any claims that either LESSOR or LESSEE may have against the other arising out of this lease.

23. DAMAGE OR DESTRUCTION OF LEASED PREMISES.

The parties agree that in the event that the leased premises shall be partially or totally damaged by fire or other casualty that rent contemplated hereunder shall cease. The rent shall cease until the LESSOR restores the leased premises, and the LESSOR shall act with all due diligence to restore the same. LESSEE may carry and maintain Business Interruption and Personal Property Insurance at its option. If the LESSOR cannot restore the leased premises within Ninety (90) days, the LESSEE may, at its option, cancel this lease in its entirety. Any amounts prepaid by the LESSEE hereunder shall be refunded on a pro-rata basis.

24. PROHIBITION AGAINST REMOVAL OF TREES, SHRUBS, ETC.

With the exception of routine maintenance, the LESSEE shall be prohibited from removing or cutting any trees, bushes or plantings located on the site containing the leased premises without the prior written consent of the LESSOR.

25. CORPORATE RESOLUTION.

The LESSEE, simultaneously with the execution of this lease agreement, shall submit to LESSOR a corporate resolution, executed by a duly authorized officer of said corporation, which shall state that the corporation is authorized to enter into this lease agreement and execute same.

26. MAINTENANCE AND REPAIRS.

It is hereby agreed that the LESSEE shall keep the leased premises in good condition, except for reasonable wear and tear. Except for such repairs as LESSEE has agreed to make herein, if any, LESSOR shall make all replacements and any and all other repairs to the leased premises. If LESSOR is required to make repairs to any part of the leased premises by reason of LESSEE's gross negligence or reckless acts or omissions, LESSOR may add the cost of such repairs to the rent which shall thereafter become due.

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SCHEDULE A

The building and improvements known as the Danbury Head Start Center (hereinafter referred to as the "subject premises") located at 37 Foster Street, Danbury, CT, as shown on the "Revised Site Plan" approved December 1, 2011 by the City of Danbury Planning and Zoning Department (Reference SP 06-14, Assessor's Lot # I14142), together with thirty-nine (39) automobile parking spaces at leasehold property of the LESSOR at the rear of 32-34 West Street, Danbury, CT, together also with not fewer than eleven (11) contiguous, additional parking spaces [including at least two (2) handicap accessible spaces] at other property of the LESSOR located immediately to the east of, and adjoining, the subject premises, said additional spaces commencing at the parking space on said adjoining property of the LESSOR nearest to Bank Street in downtown Danbury, CT, all such premises constituting and referred to as the "leased premises."



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CONNINS-01 AVALENTE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/12/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

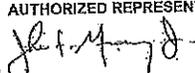
PRODUCER Rose & Kiernan, Inc. Lee Farm Corporate Park 83 Wooster Heights Danbury, CT 06810	CONTACT NAME:	PHONE (A/C, No, Ext): (203) 702-4700 4726	FAX (A/C, No): (203) 702-4759
	E-MAIL ADDRESS:		
INSURED Connecticut Institute for Communities Inc 7 Old Sherman Tnpk Suite 202 Danbury, CT 06810	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Philadelphia Indemnity Ins Co.		18058
	INSURER B: Twin City Fire Insurance Co.		29459
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		PHPK1025645	7/1/2013	7/1/2014	EACH OCCURRENCE	\$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		PHPK1025645	7/1/2013	7/1/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB422027	7/1/2013	7/1/2014	EACH OCCURRENCE	\$ 5,000,000
						AGGREGATE	\$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	01WECTR1058	5/12/2013	5/12/2014	WC STATUTORY LIMITS	\$
		N/A				E.L. EACH ACCIDENT	\$ 500,000
B	Directors & Officers		NOA1308801	7/1/2013	7/1/2014	E.L. DISEASE - EA EMPLOYEE	\$ 500,000
						E.L. DISEASE - POLICY LIMIT	\$ 500,000
B	Limit					Limit	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Operations usual to the business of the named insured. Certificate holder is added as an additional insured to General Liability for lease of premises, 37 Foster Street, Danbury, CT 06810.

CERTIFICATE HOLDER City of Danbury 155 Deer Hill Avenue Danbury, CT 06810	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

27. SUCCESSORS AND ASSIGNS.

Except as otherwise set forth herein, all warranties, covenants, and agreements herein shall inure to the benefit of, and be binding upon, the successors and assigns of LESSOR and LESSEE.

28. EFFECTIVE DATE OF LEASE.

The effective date of this lease for all purposes whatsoever (whether used for purposes of reference or computation herein or hereafter) shall be the later of the two (2) dates indicated hereafter, on which either of the parties hereto executed this lease.

IN WITNESS WHEREOF, said parties have hereunto set their hands and seals.

Signed, sealed and delivered
in the presence of:

CITY OF DANBURY

By: _____
Mark, D. Boughton, Mayor

CIFC 37 FOSTER HOLDING CORP.

By: _____
James H. Maloney
Its President & CEO

Witness

Witness

Witness

Witness

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

On this the _____ day of _____, 2014, before me the undersigned officer, personally appeared Mark D. Boughton, who acknowledged himself to be the Mayor of the **City of Danbury**, a municipal corporation, and that he as such Mayor, being authorized so to do executed the foregoing instrument for the purposes therein contained, by signing the name of the City of Danbury by himself as Mayor.

IN WITNESS WHEREOF, I hereunto set my hand and seal this _____ day of _____, 2014.

Commissioner of the Superior Court
Notary Public / Commission expires:

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

On this the _____ day of _____, 2014 before me the undersigned officer, personally appeared James H. Maloney, who acknowledged himself to be the President and CEO of **CIFC 37 Foster Holding Corp.**, and that he as such officer, being authorized so to do, signed the name of the corporation by himself as President and CEO.

IN WITNESS WHEREOF, I hereunto set my hand and seal this _____ day of _____, 2014.

Commissioner of the Superior Court
Notary Public / Commission expires: