



18

CITY OF DANBURY
OFFICE OF THE CORPORATION COUNSEL
155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810
(203) 797-4518 (203)796-8043 FAX

June 24, 2008

Honorable Mark D. Boughton, Mayor
Honorable Members of the Common Council
City of Danbury, Connecticut

Re: Danbury Duck Pin Bowling Lanes Lease
Request for consent to option and assignment

Dear Mayor Boughton and Council Members:

Please find enclosed a letter from attorney Aaron G. Bowman, who represents Gerald Troccola, the current tenant at the Danbury Duck Pin Bowling Lanes at Hatter's Park. Mr. Bowman indicates that his client wishes to enter into an agreement with Kenneth Nelson, a long time employee, who seeks to acquire an option to purchase Mr. Troccola's business and assume his obligations under the lease with the city.

Under his lease, Mr. Troccola may only assign his interest in the property and transfer the rights and obligations of the lease if the city grants its consent. The purpose of the letter from Mr. Bowman is to request that consent. According to the terms of the lease the city is to act on the request within 30 days and may not unreasonably withhold its consent.

If you have any questions, please feel free to contact me.

Sincerely,

Laszlo L. Pinter
Deputy Corporation Counsel

Enclosure

cc: Mayor Mark D. Boughton
David St. Hilaire, Director of Finance
Antonio Iadarola, Director of Public Works

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June 18, 2008

Via Certified Mail

Mr. Les Pinter, Esq.
Corporation Counsel for the City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

Re: Request for consent to assignment regarding The Danbury Duck Pin Bowling Lanes

Dear Les:

As we discussed, Gerald Troccola currently rents the property known as The Danbury Duck Pin Bowling Lanes, located at 7 East Hayestown Road in the Hatters Community Park in Danbury, Connecticut (the "Property"), from the City of Danbury, Connecticut (the "City"), pursuant to a written lease (copy enclosed) dated June 20, 2006 (the "Rental Agreement"). Mr. Troccola is in the process of negotiating an Option and Purchase and Sale Agreement by which Mr. Troccola intends to grant Kenneth Nelson, a long time employee of the business of Danbury Duck Pin Bowling Lanes (the "Business"), an option to purchase the assets of the Business (the "Option"). It is proposed that the Option will be valid for a period of three years from the date of the Option and Purchase and Sale Agreement. As part of the Option and Purchase and Sale Agreement, Mr. Nelson will take over all aspects of management of the Business, including the payment of rent for the Property, upon the signing of the Option and Purchase and Sale Agreement. Currently, the proposed agreement is such that in the event Mr. Nelson does not exercise the Option, all aspects of management of the Business will revert back to Mr. Troccola.

Section 15 of the Rental Agreement by and between Mr. Troccola and the City of Danbury states

Tenant may assign his rights and delegate his duties under this Agreement to a third party after providing Landlord with thirty days' advance notice in writing, subject to the Landlord's approval within such thirty-day period, which approval shall not be unreasonably withheld. If so assigned and delegated, Gerald A. Troccola shall be deemed wholly released from the entirety of this Agreement by novation, and his assignee/delegatee shall be deemed the sole "Tenant" under this Agreement for all purposes for the remainder of its term.

Since Section 15 specifically states that even a delegation of Mr. Troccola's duties under the Rental Agreement requires landlord approval, please consider this letter as the required advance

18-2

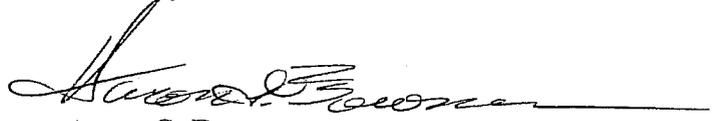
Page 2

written notice to the City and request for consent regarding the proposed delegation of Mr. Troccola's duty to pay rent thereunder to Mr. Nelson. Furthermore, in the interests of expediting the process for Mr. Troccola and Mr. Nelson and of providing Mr. Troccola and Mr. Nelson assurance that the proposed purchase of the Business can proceed as intended, please also consider this letter as the required advance written notice to the City and request for consent regarding the assignment of the Rental Agreement to Mr. Nelson in the event Mr. Nelson should exercise the proposed Option.

As required by the Rental Agreement, we request that the City respond to this request for consent to assignment within 30 days of the date that you receive this letter. If the foregoing is acceptable to the City, please have an authorized official of the City indicate acceptance by signing, dating and returning the accompanying duplicate of this Letter to me.

If you have any questions, feel free to contact me.

Sincerely,



Aaron G. Bowman

Agreed to and accepted this ___ day of _____, 2008.

CITY OF DANBURY, CONNECTICUT

By: _____
Name: _____
Title: _____

Enclosure