$425,000 Grant extended by the State of Connecticut acting by and through its Department of Economic and Community Development ("DECD") To the Town of Redding ("Town") and $425,000.00 Grant from Town to Georgetown Redevelopment Corporation ("Developer") Our File No.: 2009-207

DECD TO TOWN:

1. Assistance Agreement
2. Certificate of Applicant
3. Certificate of Insurance
4. Commitment Letter
5. Escrow Agreement
6. Legal Opinion-Green & Levine LLP
7. Resolution

TOWN TO DEVELOPER:

8. Access Agreement
9. Assistance Agreement
10. Bylaws of Developer
11. Certificate of Applicant
12. Certificate of Incorporation
13. Certificate of Insurance
14. Commitment Letter
15. Development Application
16. DOT Letter
17. Escrow Agreement
18. Invoices
19. Legal Opinion-Brody Wilkinson PC
20. Mortgage
21. Negative Pledge Agreement
22. President’s Certificate
23. Project Financing Plan and Budget
24. Reimbursement Agreement
25. Resolution
26. Secretary’s Certificate
27. Title Policy
28. UCC-1
ESCROW AGREEMENT

This ESCROW AGREEMENT is made this 16th day of December, 2010 by and between the STATE OF CONNECTICUT, acting herein by its Commissioner of Economic and Community Development (the "State") and TOWN OF REDDING, a municipal corporation with an office at Town Hall, PO Box 1028, Redding, Connecticut, acting herein by Natalie Ketcham its duly authorized First Selectman (the "Applicant").

WITNESSETH

WHEREAS, pursuant to the terms of a certain Assistance Agreement of even date herewith (the "Assistance Agreement"), the State has agreed to extend a grant in the amount of up to FOUR HUNDRED TWENTY FIVE THOUSAND AND 00/100 DOLLARS ($425,000.00) (the "Financial Assistance"); and

WHEREAS, prior to paying over to Applicant the proceeds of the Financial Assistance, the State, by its Commissioner or a designee of the Commissioner, must approve the form and content of the Assistance Agreement and the other documents executed in connection with the Financial Assistance as set forth on Schedule A attached hereto ("Assistance Documents");

WHEREAS, the parties hereto would like to provide for the terms under which said Assistance Documents shall be held and the Financial Assistance proceeds delivered to Applicant.

NOW THEREFORE, in consideration of the promises and the agreements contained herein, the State and Applicant agree as follows:

1. After execution of the Assistance Documents, Applicant shall deliver the same to the State for execution by the Commissioner or a designee of the Commissioner. The State shall not sell, release, transfer or assign the Assistance Documents until such time as the Financial Assistance proceeds, or any part thereof, are delivered to Applicant.

2. At such time as the Commissioner or a designee of the Commissioner executes the Assistance Documents, and provided that no default in the terms of the Assistance Documents has occurred and remains uncured, the Financial Assistance proceeds shall be delivered to Applicant in accordance with the terms of the Assistance Agreement.

3. Upon execution of the Assistance Documents by the Commissioner or a designee
[remainder of page intentionally left blank; signature page follows]

Hereinafore, the portion thereof, the State shall be released from the obligations set forth in Section 1 of the Commissioner and the delivery to Applicant of the Financial Assistance proceeds of any
Appendix A. Compliance Summary

<table>
<thead>
<tr>
<th>General Requirement</th>
<th>Comment</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>Status</th>
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<tbody>
<tr>
<td>Flood Management Application per 25-68, bidding, contract documents</td>
<td>DECD &amp; DEP approval needed</td>
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<td>Prior to work start and release of funds</td>
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<tr>
<td>Insurance</td>
<td>Due 30 days prior to expiration</td>
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<td>X</td>
<td>X</td>
<td>X</td>
<td>Until lien release and project completion</td>
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<tr>
<td>Progress Reports (narrative and financial) with backup documents</td>
<td>Due quarterly</td>
<td></td>
<td>X</td>
<td>X</td>
<td></td>
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<td>Until all project funds have been expended</td>
</tr>
<tr>
<td>Annual Audited Financials and Single Audit Reports</td>
<td>Due within 180 days of fiscal year end</td>
<td>X</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
<td>Due each year project funds are expended</td>
</tr>
</tbody>
</table>
IN WITNESS WHEREOF, the parties have made and entered into this Agreement as of the date set forth above.

TOWN OF REDDING

By:  
Name: Natalie Ketcham  
Title: First Selectman  
Duly Authorized  
Dated: 11/22/10

STATE OF CONNECTICUT
DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT

By:  
Name: Joan McDonald  
Title: Commissioner  
Duly Authorized  
Dated: 12/10/2010
Schedule A
Other Documents

Assistance Agreement by and between the State and the Applicant; and

Such other documents that are executed in connection therewith.
b. This opinion is a confidential communication to you and may not, without our written consent, be furnished or relied upon by any other person other than your successors or assigns, or be used for any other purpose. Notwithstanding the foregoing, the undersigned acknowledges that disclosure of this opinion may be required under the Freedom of Information Act and/or discovery orders of courts having jurisdiction.

c. Any opinion as to legal, valid and binding status and enforceability of the Assistance Documents and any other documentation relating to the Assistance Documents with respect to any party (1) assumes that another party seeking to enforce such documents will do so only in circumstances and in a manner in which it is commercially reasonable to do so, and (2) is subject to the following exceptions, qualifications and limitations:

   (i) The effect of applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other laws now existing or hereafter enacted affecting creditors' rights generally;

   (ii) Limitations based on general principles of equity and judicial discretion and the availability of specific performance (regardless of whether such enforceability is considered in a proceeding in equity or at law);

   (iii) Limitations based on public policy limiting Applicant's right to waive the benefit of statutory or common law provisions or that require the parties to any transaction to act with reasonableness and good faith;

   (iv) Limitations on the right of DECD to impose penalties for late payments or defaults by Applicant, as applicable, if it is determined that such penalty bears no reasonable relation to the damage suffered by DECD as a result of such delinquencies or defaults, or that might not require Applicant, as applicable, to perform restrictive or other covenants if enforcement of same would be deemed unreasonable under the circumstances; and

   (v) We express no opinion as to any provision (A) restricting access to legal or equitable remedies, (B) providing for self-help remedies, (C) purporting to grant exclusive jurisdiction in any court, (D) purporting to waive personal service in connection with any judicial process, or otherwise waiving or consenting to matters which are not expressly permitted by law or providing for any payment that may be deemed to be a penalty, (E) providing for release or indemnification of a party from or for its own negligence or misconduct, or (F) purporting to establish by agreement between the parties, the time at which and the circumstances pursuant to which a party is entitled to have a judgment entered or (G) requiring the payment of attorneys' fees or costs of suit in connection with the exercise of remedies, except to the extent permitted by applicable court rules.
Subject to the foregoing, we are of the opinion:

1. The Applicant is a municipal corporation duly organized, validly existing and in good standing under the laws of the State of Connecticut.

2. As of the date hereof, the execution, delivery and performance by the Applicant of each of the Assistance Documents executed or to be executed by it does not and will not violate any provision of its Charter.

3. The Applicant has all power and authority to execute, deliver and perform its obligations under the Assistance Documents executed or to be executed by the Applicant, and the Applicant has taken all necessary action to authorize the execution, delivery and performance of the Assistance Documents and the incurring of all obligations thereunder, and the Assistance Documents have been executed and delivered. Further, Natalie Ketcham, First Selectman, is the duly authorized person to execute the Assistance Documents on behalf of the Applicant.

4. The execution and delivery of the Assistance Documents and compliance with the terms thereof do not violate any provision of any existing law or regulation or any writ or decree of any court or governmental instrumentality, or, to the best of our knowledge, based solely on the Affidavit, any agreement, trust or instrument, to which the Applicant is bound or which is binding upon its assets, and will not result in the creation or imposition of any lien, security interest, charge or encumbrance of any nature whatsoever upon or in any of the Applicant’s assets except as contemplated by the Assistance Documents. No consent of any other party and no consent, license, approval or authorization of, or registration or declaration with, any governmental bureau or agency is required in connection with the execution, delivery, performance, validity and enforceability of the Assistance Documents.

5. The Assistance Documents constitute legal, valid and binding obligations enforceable against the Applicant respectively in accordance with their terms.

6. To the best of our knowledge, based upon the Affidavit of the Applicant attached hereto, there is no litigation pending or threatened against the Applicant or any other contingent liability which materially adversely will change the financial or other conditions of either the Applicant.
7. No part of the Grant will be used by the Applicant, directly or indirectly, for the purpose of purchasing or carrying any securities under such circumstances as to result in a violation of Regulation U of the Board of Governors of the Federal Reserve System.

The opinions provided in numbered paragraphs 1 through 7 above are limited to the matters specifically addressed therein and subject to all of the qualifications and limitations provided herein, and no other opinions are expressed or may be implied.

Very truly yours,

[Signature]

Green & Levine LLP
EXHIBIT A
AFFIDAVIT

STATE OF CONNECTICUT ) ss. REDDING November 23, 2010
COUNTY OF FAIRFIELD )

The undersigned, being duly sworn depose and say:

1. I am over the age of 18 years and understand the obligations of an oath.

2. I have personal knowledge of the matters contained herein.

3. I am the First Selectman of the TOWN OF REDDING, a Connecticut municipal corporation authorized to transact business in Connecticut (the “Town”).

4. With respect to any and all documents required to be signed on behalf of the Town in connection with the grant from the State of Connecticut Department of Economic and Community Development (the “DECD”) in the amount of $425,000.00, pursuant to documents dated November 23, 2010 (the “Assistance Documents”), the execution and delivery by the Town of the Assistance Documents and the performance of its obligations thereunder do not and will not, to the best of my knowledge, violate nor conflict with any agreement, indenture, mortgage, deed or other instrument by which the Town is bound.

5. The undersigned, acting for the Town, has the power and authority to execute, deliver and carry out the terms of the Assistance Documents, and such other documents executed by it, and the Town has taken all necessary action to authorize the execution, delivery and performance of the Assistance Documents and the incurring of the obligations thereunder.

6. The execution and delivery of the Assistance Documents and compliance with the terms thereof do not violate, to the best of my knowledge, any agreement, trust or instrument known to me, to which the Town is bound or which is binding upon its assets, and will not result in the creation or imposition of any lien, security interest, charge or encumbrance of any nature whatsoever upon or in any of the Town’s assets except as contemplated by the Assistance Documents, and no consent of any other party and no consent, license, approval or authorization of, or registration or declaration with, any governmental bureau or agency is required in connection with the execution, delivery, performance, validity and enforceability of the Assistance Documents.

7. There is no litigation pending or, to the best of my knowledge, threatened against the Town, or other any contingent liability which materially and adversely will change the financial or other conditions of the Town or prevent the Town from performing its obligations under the Assistance Documents.

8. To the best of my knowledge, the Town is in compliance with all Federal, State and local laws and regulations relating to the conduct of its business and affairs.

This Affidavit is given with the knowledge that it will be relied upon by Green & Levine LLP and DECD in connection with the legal opinion being rendered by Green & Levine LLP in favor of DECD.

AFFIANT:

[Signature]
Natalie Ketcham

Subscribed to and sworn to before me this 23rd day of November, 2010.

SUSAN C. HENDERSON
NOTARY PUBLIC
MY COMMISSION EXPIRES MAR. 31, 2011

Commissioner of Superior Court
Notary Public
My Commission Expires:
DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT
STATE OF CONNECTICUT
(AN EQUAL OPPORTUNITY EMPLOYER)

CERTIFIED RESOLUTION OF THE GOVERNING BODY

Michele R. Grande, Town Clerk, certify that below is a true and correct copy of a resolution duly adopted by The Town of Redding, a meeting of its Board of Selectmen, duly convened on January 20, 2009 and which has not been rescinded or modified in any way whatsoever and is at present in full force and effect.

(Date)  
(Signature and Title of Official)

WHEREAS, pursuant to C.G.S. Section 32-9cc

(State Statutory Reference)

The Connecticut Department of Economic and Community Development is authorized to extend financial assistance for economic development projects; and WHEREAS, it is desirable and in the public interest that the The Town of Redding make an application to the State for 425,000 in order to undertake the Brownfield Municipal Pilot and to execute an Assistance Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE Board of Selectmen (Governing Body)

That it is cognizant of the conditions and prerequisites for the state financial assistance imposed by C.G.S. Section 32-9cc (State Statutory Reference)

That the filing of an application for State financial assistance by The Town of Redding ( Applicant) in an amount not to exceed $425,000 is hereby approved and that
is directed to execute and file such application with the Connecticut Department of Economic and Community Development, to provide such additional information, to execute such other documents as may be required, to execute an Assistance Agreement with the State of Connecticut for State financial assistance if such an agreement is offered, to execute any amendments, decisions, and revisions thereto, and to act as the authorized representative of the Town of Redding.

That it adopts or has adopted as its policy to support the following nondiscrimination agreements and warranties provided in subsection (a)(1) of Connecticut General Statutes sections 4a-60 and 4a-60a, respectively, as amended by Public Act 07-142, and for which purposes the “contractor” is The Town of Redding and “contract” is said Assistance Agreement:

The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved.

The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation.
At a special meeting of the Redding Board of Selectmen held on June 16, 2009 in Redding, Connecticut, a quorum being present,

BE IT RESOLVED: that the Board of Selectmen authorizes First Selectman Natalie Ketcham to apply, on behalf of the Town and for the benefit of Georgetown Redevelopment Company, to the Department of Economic and Community Development for a Brownfields Municipal Pilot Program Grant in an amount not to exceed $425,000, to be used for the redevelopment and remediation of the Lagoon property in the Georgetown Special Taxing District, and to execute all documents required for the receipt of said grant.

Dated at Redding, Connecticut, this 16th day of June, 2009.

BOARD OF SELECTMEN

Natalie T. Ketcham
First Selectman

Donald Takacs
Selectman

Tina Miller
Selectman
Board of Selectmen Minutes 12/21/2009

REDDING BOARD OF SELECTMEN
MEETING
Minutes
December 21, 2009

Present: Ketcham, Miller, Takacs

Mrs. Ketcham called the December 21, 2009 meeting to order at 7:45 pm as a part of the joint meeting with the Board of Finance and Board of Education.

Please refer to the minutes of the Board of Finance meeting that portion of the meeting.

The Board of Selectmen recessed at 9:27 pm and reconvened the meeting in small conference room of the Community Center at 9:28 pm.

APPROVAL OF MINUTES
Motion: move that the minutes of the November 16, 2009 meeting be approved as amended. Takacs, Ketcham. Approved. 2-6-1. Mrs. Pemberton abstained.

Correction: page 2, under Route 7 land donation, sentence should read: The land is currently valued as forest land and has annual taxes only twenty-five dollars and seventy-two cents ($25.72).

MEETING DATES FOR 2010
The proposed schedule of meeting dates was reviewed. Two dates were adjusted to avoid holidays.

Motion: move that the Board of Selectmen approve the meeting dates for 2010 as amended. Takacs, Pemberton. Approved. Unanimous.

APPOINTMENTS
1. Board of Assessment appeals:
   Motion: move that the Redding Board of Selectmen appoint Mary Lou Bourque as a full member and Ellen Malina as an alternate member.
   Pemberton, Takacs. Approved. Unanimous.

2. Park and Recreation Commission:
   Motion: move that the Redding Board of Selectmen appoint Jan Dorenbach and Paula Darlington to the Park and Recreation Commission.
   Pemberton, Takacs. Approved. Unanimous.

3. Board of Health appointment:
   Motion: move that the Redding Board of Selectmen appoint Elaine Moreau to the Board of Health as an alternate. Pemberton, Takacs. Approved. Unanimous.

RESOLUTION AUTHORIZING FIRST SELECTMEN TO EXECUTE AGREEMENTS/CONTRACTS
Resolution: Be it resolved that Natalie T. Ketcham, duly elected Redding First Selectman, is duly authorized to negotiate and execute any and all contracts on behalf of the Redding Board of Selectmen and to do and perform all acts and things which she deems to be necessary or appropriate to carry out the terms of such contracts, including, but not limited to, executing and delivering all agreements and documents contemplated by such contracts. Be it further resolved that Natalie T. Ketcham now holds the office of First Selectman and she has held that office since November 1999.

AGENDA ADDITION
Motion: move that the agenda be amended to include Discussion and Action on the Athletic Fields Committee recommendation on the Blades & Goven Proposal. Takacs, Pemberton. Approved. Unanimous.

UPDATE OF ATHLETIC FIELDS COMMITTEE
Mr. Takacs reported the Athletic Fields Committee has approved and recommended to the Board of Selectmen for approval, the Blades and Goven proposal for two phases of work on Field #2 at the Community Center. The proposal includes preliminary work necessary for the expansion of the oval to a full size field and an artificial turf surface. The proposal is divided into three components:

- Phase A, design development, $13,000
- Phase B, Construction documents, $8,000
- Phase C, Contract administration

The Committee recommends going forward with Phase A & Phase B of the proposal. Grant money is available to do this work.

Motion: move that the Redding Board of Selectmen approve the Blades & Goven proposal for Phase A and Phase B. Takacs, Pemberton. Approved. Unanimous.

ADJOURNMENT
The Chair adjourned the meeting at 9:50 pm

Respectfully submitted,

Mary Maday
Recording Secretary

http://www.townofreddingct.org/Public_Documents/ReddingCT_SelecMin/Archive%202009/S0... 9/1/2010
AUTHORIZING RESOLUTION OF THE
REDDING BOARD OF SELECTMEN

Certification:

I, Michele R. Grande, the Town Clerk of Redding, CT, do hereby certify that the following is a true and correct copy of a resolution adopted by the Board of Selectmen at its duly called and held meeting on December 21, 2009, at which a quorum was present and acting throughout, and that the resolution has not been modified, rescinded, or revoked and is at present in full force and effect.

RESOLVED, that Natalie T. Ketcham, as First Selectman of Redding, CT, is authorized and directed to execute and deliver any and all contracts on behalf of the Redding Board of Selectmen and to do and perform all acts and things which she deems to be necessary or appropriate to carry out the terms of such contract, including, but not limited to, executing and delivering all agreements and documents contemplated by such contracts.

The undersigned further certifies that Natalie T. Ketcham now holds the office of First Selectman of the Town of Redding and that she has that office since November 1999.

The undersigned has executed this certificate this 1st day of September, 2010 at Redding, Connecticut.

Michele R. Grande, Town Clerk

SEAL
ACCESS AGREEMENT

THIS AGREEMENT (the “Agreement”) is entered into on this [date] day of [December], 2010, by GEORGETOWN REDEVELOPMENT CORPORATION, a corporation organized under the laws of the State of Connecticut (“GRC”) in favor of the TOWN OF REDDING, a municipality organized under the laws of the State of Connecticut (the “Town”) and the STATE OF CONNECTICUT DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT (“DECD”).

WHEREAS:

A. GRC is the owner of a parcel of real property and the improvements located thereon situated in the Town of Redding, County of Fairfield and State of Connecticut (the “Property”), as more particularly described in Exhibit A hereto.

B. GRC is obtaining $425,000.00 of financial assistance from the Town pursuant to a Financial Assistance Agreement and other related documents (the “Assistance”); and

C. The Town has obtained the funding for the Assistance from DECD pursuant to certain documents (the “Town-DECD Documents”); and

D. Both the Town and DECD require access to the Property for inspections permitted under the Assistance Documents and the Town-DECD Documents.

NOW THEREFORE, for and in consideration of the foregoing and the sum of one dollar ($1.00), the receipt and sufficiency of which is hereby acknowledged, GRC hereby agrees to the following:

1. GRC hereby grants to the Town and DECD and each of its contractors, employees and agents, a temporary license to enter upon the Property for the purpose of inspections of the Property to determine compliance with the Assistance Documents and the Town-DECD Documents, including conducting environmental investigations.

2. This Agreement is intended and shall be construed only as a temporary license to enter and conduct the activities specified herein and not as a grant of easement or any other interest in the Property.

3. The term of this Access Agreement shall commence as of the date hereof and shall remain in effect for so long as the Assistance Documents or any of them shall remain in effect.

4. Whenever any demand, request, approval, consent or notice (“Notice”) shall or may be given by one party to the other, Notice shall be addressed to the parties at their respective addresses as set forth below and delivered by (i) hand, (ii) a nationally recognized overnight express courier, or (iii) registered or certified mail, return receipt requested. Any party may, at any time, change its Notice address by giving the other parties Notice, in accordance with the above, stating the change and setting forth the new address.

GRC’s Address:
Georgetown Redevelopment Corporation
North Main Street
Georgetown, CT 06829
Town’s Address:
Town of Redding
Attn: Honorable Natalie Ketchum
100 Hill Road
Redding Center, CT 06875

DECD’s Address:
State of Connecticut
Department of Economic & Community Development
505 Hudson Street
Hartford, CT 06106

IN WITNESS WHEREOF, the undersigned has executed the foregoing document this ___ day of December, 2010.

[Signature]
Witness

[Signature]
Witness

STATE OF CONNECTICUT )
COUNTY OF Fairfield ) ss: Redding December 2, 2010

Personally appeared Rocco Trotta, President of Georgetown Redevelopment Corporation, signer of the foregoing instrument, and acknowledged the same to be his free act and deed, and the free act and deed of said corporation, before me.

[Signature]
Commissioner of Superior Court
Notary Public
My Commission Expires:________________
SCHEDULE A
PROPERTY DESCRIPTION

ALL THAT CERTAIN real property situated in the Town of Redding, and so much of said premises, if any, as may be located in the Towns of Wilton and Weston, County of Fairfield, and State of Connecticut, being a portion of Parcel D on "Property Survey for The Gilbert & Bennett Mfg. Co. in Georgetown Redding, Connecticut Sheet 3 of 3" and dated Sept. 20, 1987, which map is on file in the Redding Town Clerk's Office as Map No. 3436, and being more particularly bounded and described as follows:

BEGINNING AT A POINT AT THE NORTHEAST CORNER OF HEREIN DESCRIBED PARCEL, POINT ALSO BEING ON THE SOUTHERLY HIGHWAY LINE OF CONNECTICUT ROUTE 107 AND THE WESTERLY STREET LINE OF CONNECTICUT ROUTE 57;
THENCE S33°10'02"E, 33.03' TO A POINT;
THENCE S37°59'31"E, 77.00' TO A POINT;
THENCE S17°47'29"E, 28.00' TO A POINT;
THENCE S33°40'52"E, 24.59' TO A POINT, THE LAST FOUR COURSES ALONG THE WESTERLY STREET LINE OF WESTON ROAD AKA CONNECTICUT ROUTE 57;
THENCE S21°56'12"W, 74.80' TO A POINT;
THENCE S45°36'02"W, 50.10 TO A POINT;
THENCE S39°17'32"W, 74.30' TO A POINT, THE LAST THREE COURSES ALONG LAND N/F GIANVINCENTO MARCILI;
THENCE S29°00'11"W, 145.01' ALONG LAND N/F GIANVINCENTO MARCILI AND N/F JOHN & MARILYN MURREN IN PART BY EACH TO A POINT;
THENCE S24°55'12"W, 351.46' ALONG LAND N/F GEORGETOWN REDDING ASSOCIATES, LLC AND N/F BETTY JANE PAGANO IN PART BY EACH TO A POINT;
THENCE S07°39'37"W, 79.08' ALONG LAND N/F BETTY JANE PAGANO TO A POINT;
THENCE N69°03'29"W, 43.88' TO A POINT;
THENCE S25°34'24"W, 4.97' TO A POINT;
THENCE S08°39'32"W, 39.50' TO A POINT;
THENCE S17°19'29"W, 33.00' TO A POINT;
THENCE S32°21'30"W, 24.00' TO A POINT;
THENCE S16°12'32"W, 53.00' TO A POINT;
THENCE S50°42'28"W, 26.00' TO A POINT;
THENCE S40°42'16"W, 21.90' TO A POINT;
THENCE S33°57'31"E, 20.87' TO A POINT;
THENCE S30°06'32"E, 14.51 TO A POINT;
THENCE S02°12'15"W, 39.36' TO A POINT;
THENCE S07°26'35"W, 157.69' TO A POINT, THE LAST TWELVE COURSES ALONG LAND N/F FRANK W. UHMOEFEK; THENCE S31°05'30"W, 110.28' TO A POINT;
THENCE N83°07'43"W, 15.02' TO A POINT, THE LAST TWO COURSES ALONG LAND N/F TOWN OF WILTON;
THENCE N06°30'23"E, 160.00' TO A POINT;
THENCE N02°51'46"W, 101.35' TO A POINT;
THENCE N06°30'23"E, 169.55' CROSSING THE APPROXIMATE TOWN LINE BETWEEN REDDING AND WILTON TO A POINT;

Continued ...
THENCE N06°44'S3"W, 43.62' TO A POINT;
THENCE N04°S0'49"E, 103.89' TO A POINT;
THENCE N05°21 '3S"E, 100.01' TO A POINT;
THENCE N15°58'17"E, 30.41' TO A POINT;
THENCE N00°16'08"E, 187.74' TO A POINT;
THENCE N01°08'32"W, 142.98' TO A POINT;
THENCE N83°49'51"E, 13.00' TO A POINT;
THENCE N08°17'34"W, 105.89' TO A POINT, THE LAST ELEVEN COURSES ALONG LAND N/F THE
STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION;
THENCE N70°59'30"E, 62.00' ALONG THE SOUTHERLY HIGHWAY LINE OF ROUTE 107 TO A
POINT;
THENCE S04°34'29"W, 47.00' TO A POINT;
THENCE N79°27'58"E, 29.34' TO A POINT;
THENCE S15°16'42"E, 9.80' TO A POINT;
THENCE N81°27'47"E, 53.54' TO A POINT;
THENCE S62°17'02"E, 96.95' TO A POINT;
THENCE N69°29'54"E, 20.73' TO A POINT;
THENCE S54°59'16"E, 16.86' TO A POINT;
THENCE N72°27'26"E, 115.41' TO A POINT;
THENCE N15°09'35"W, 93.35' TO A POINT;
THENCE N19°05'29"E, 8.97' TO A POINT;
THENCE N17°44'51"W, 75.00' TO A POINT, THE LAST TEN COURSES ALONG LAND N/F TOWN OF
REDDING;
THENCE N72°15'09"E, 71.53' TO THE POINT AND PLACE OF BEGINNING.
AGREEMENT BY AND BETWEEN
THE TOWN OF REDDING
AND
GEORGETOWN REDEVELOPMENT CORPORATION
RE: BROWNFIELD MINICIPAL PILOT PROGRAM GRANT FOR THE GEORGETOWN
SPECIAL SERVICES DISTRICT

THIS AGREEMENT (the “Agreement”) is made and entered into by and between the Town of Redding (hereinafter the “Town”), acting herein by Natalie Ketcham, its First Selectman, (hereinafter the “First Selectman”), pursuant to Chapter 4-66c of the Connecticut General Statutes and Georgetown Redevelopment Corporation, a Connecticut corporation (hereinafter the “Applicant”).

WITNESSETH:

WHEREAS, the Applicant has submitted to the Town a series of documents including an Application for Financial Assistance dated July 15, 2008, a copy of which is attached hereto as Exhibit E, a Project Financing Plan and Budget attached hereto as Exhibit C, and exhibits, if any, a Project Schedule attached hereto as Exhibit D, and has caused to have submitted other documents (all hereinafter the “Project Documents”) for a project entitled Georgetown Remediation Project (hereinafter the “Project”) and has represented to the Town that it can rely upon the information within the Project Documents as being accurate and complete;

WHEREAS, in reliance upon the information submitted by or caused to be submitted by the Applicant, the Town has approved funding for the Project;

WHEREAS, the Project Documents are incorporated herein by reference and made a part hereof and are attached hereto as Exhibits D and E; and

WHEREAS, the Town and the Applicant desire to define the terms and conditions upon which such financial assistance will be made available to the Applicant.

NOW THEREFORE, In consideration of the mutual promises of the parties hereto and of the mutual benefits to be gained by the performance thereof, the Town and the Applicant hereby agree as follows:
ARTICLE 1 - OBLIGATIONS

1.1 Town Financial Assistance.

The Town hereby agrees, subject to the terms of this Agreement and its Exhibits, and in reliance upon the facts and representations set forth in the Project Documents to provide financial assistance to the Applicant for the Project in the form of a Brownfield Municipal Pilot Program Remediation Grant in an amount not to exceed FOUR HUNDRED TWENTY FIVE THOUSAND DOLLARS AND NO CENTS ($425,000.00) (hereinafter the “Funding”). The Town assumes no liability for payment under the terms of this agreement until the Town is notified by the Commissioner of the Connecticut Economic and Community Development Department that an assistance agreement between the State of Connecticut (the “State”) and the Town for the Project has been approved by the Attorney General of the State, and the money has been received by the Town and all necessary Town legislative approvals have been obtained. The Town is not obligated for any monies whatsoever except what the Town actually receives pursuant to the assistance agreement.

1.2 Applicant Financial Obligations.

The Applicant hereby agrees to be responsible for the following: (a) The Applicant will provide in-kind services in connection with the Project in the amount of -0- (Not Applicable), a list of which services is attached hereto as Exhibit G; (b) the Applicant will be responsible for paying legal fees to its counsel, as well as to both the Town’s and the State’s counsel in connection with the Project in the amount of -0- (Not Applicable); (c) the Applicant will be responsible for paying surveying costs in the amount of -0- (Not Applicable); and (d) the Applicant will provide a contingency reserve of -0-.

ARTICLE 2 – APPLICANT’S WARRANTIES, COVENANTS AND OBLIGATIONS

The Applicant represents, warrants and covenants as follows, and further covenants that on and after the closing and for so long as this Agreement or any clause thereof shall remain in effect:

2.1 Form of Entity.

The Applicant is a corporation in the business of real estate development, duly created and validly existing under the laws of the State of Connecticut. Further, the Applicant will preserve and maintain its existence as a corporation duly organized validly existing and in good standing under the laws of Connecticut. The directors of the Applicant are: Rocco Trotta, Jamie Vanacker, Tom Broderick, and Chris Lynch.
2.2 Ability to Conduct Business.

The Applicant has all franchises, permits, licenses and other similar authorizations necessary for the conduct of its business as now being conducted by it, and it is not aware of any state of facts that would make it impossible or impractical to obtain any similar authorization necessary for the conduct of its business as planned to be conducted. The Applicant is not in violation, nor will the transactions contemplated by the Agreement or the Project Documents to which it is party cause a violation of the terms or provisions of any such franchise, permit, license or similar authorization.

2.3 Authorization to Enter and Execute Project.

The execution and delivery of the Project Documents and this Assistance Agreement by the Applicant and the performance of its obligations thereunder, are within its power, have been duly authorized by all necessary action on its part and are not in contravention of law nor in contravention of its organizational documents or governing bylaws or of the provisions of any indenture, agreement or undertaking to which it, its principals or employees are parties or by which they are bound. A resolution authorizing the Applicant to enter into this Agreement is attached hereto as Exhibit A.

2.4 Other Authorization Unnecessary

No consent, license or approval from any other governmental authority is or will be necessary for the valid execution and delivery by the Applicant of the Project Documents. The Applicant agrees that nothing in the Agreement relieves it from any obligation under law to obtain any such license, consent or approval.

2.5 Agreement to Undertake Project

The Applicant agrees to undertake and complete the Project as described in the Application.

2.6 Obstacles to Entering and Executing Project.

(A) Existing Suit or Other Actions.

Except as otherwise set forth on Exhibit F attached hereto, there is no action, suit, proceeding or investigation at law, in equity or before any court, public board, arbitrator or body, pending or to the Applicant's knowledge, threatened against or affecting it, which could or might adversely affect the Project or any of the transactions contemplated by the Project Documents or the validity of the Project Documents or the Applicant's ability to discharge its obligations under the Project Documents.

(B) Default of Existing Orders or Instrument.
The Applicant is not in default beyond any applicable notice and grace periods with respect to any order of any court, arbitrator or governmental body which could or might adversely affect the Project or any of the transactions contemplated by the Project Documents or the validity of the Project Documents or the Applicant's ability to discharge its obligations under the Project Documents. In addition, the Applicant is not in default beyond any applicable notice and grace periods in the performance, observance or fulfillment of any of the terms, obligations, covenants, conditions or provisions contained in any agreement or instrument to which the Applicant is a party or to which its property is subject, which default, together with all such defaults, singularly or in the aggregate, may have a materially adverse effect on the business, assets, liabilities, financial condition, results of operations or business prospects of the Applicant.

(C) Instance of Default.

No Instance of Default (as defined in Section 4.1 hereof) has occurred or is continuing and the Applicant has no knowledge of any currently existing facts or circumstances which, with the passage of time or the giving of notice, or both, would constitute an Instance of Default.

2.7 Material Adverse Change.

(A) Financial Condition.

There has been no material adverse change in the financial condition of the Applicant to this Agreement, if any, since the date of application for the Funding that has not been previously disclosed in writing to the Town.

(B) Representations in Documents.

All financial and other statements including without limitation, balance sheets and profit and loss statements, delivered to the Town, are correct and complete, and fairly present the position and results of operations of the Applicant at the times of and for the periods reflected by such statements. The financial statements and all other written statements furnished by the Applicant in connection with the Funding do not contain any untrue statement of material fact and do not omit any material fact whose omission would make the statements contained therein or herein misleading.

(C) Other Facts.

There is no fact which the Applicant has not disclosed to the Town in writing, which writing if any, is attached hereto as Exhibit F, which materially and adversely affects or, as far as the Applicant can reasonably foresee, is reasonably likely to prove to materially and adversely affect the business, operations, properties, prospects, profits or condition of the Applicant. Further, the Applicant will notify the Town, in writing, promptly of any material adverse change in the financial condition or business prospects of the Applicant.
2.8 **Use of Funding.**

The Funding shall be used for the Project as described in Section 2.5 above in accordance with the most recently approved Project Financing Plan and Budget as set forth on Exhibit D. The Funding shall be used for that purpose and no other purpose;

(A) **Additional Costs Above Funding.**

Any amount in excess of the amount of the Funding that may be necessary to cover the cost of the Project set forth in the most recently approved Budget shall be the responsibility of the Applicant and shall not be covered by the Funding. The Applicant shall, as a minimum, provide the level and sources of funding as indicated in the Project Documents, and shall expend those funds in accordance with the Project Financing Plan and Budget.

(B) **Budget.**

The Project Financing Plan and Budget most recently approved by the Town shall constitute the Budget for the Project. The Budget may be amended by request of the Applicant if such request is approved in writing by the Town. Approval by the Town of any revised Budget shall not constitute or imply a revision of the amount of the Funding.

2.9 **Payment of Other Obligations.**

The Applicant will pay and discharge promptly when due and payable all taxes, assessments and governmental charges levied or imposed upon it, its property or any part thereof, or upon its income or profits, or any part thereof, as well as all lawful claims for labor materials and supplies, which, if unpaid, might by law become a lien or charge upon its property, provided that such charges need not be paid while being contested by the Applicant in good faith and by appropriate legal proceedings so long as adequate book reserves have been established with respect thereto and the Applicant’s title to, and its right to use, its property is not materially and adversely affected thereby. The Applicant also agrees to pay all taxes or duties levied or assessed upon said sum against the Town, or the obligation evidenced hereby and to pay all costs, expenses, and attorneys’ reasonable fees incurred by the Town in any proceeding for the collection of the obligations evidenced hereby upon the happening of an Instance of Default as provided for in the Project Documents or in any litigation or controversy arising from or connected with the Project Documents.

2.10 **Compliance with Laws, Regulations, Rules and Executive Orders.**

In the administration and execution of the Project, the Applicant shall comply with all pertinent provisions of local, State and Federal law applicable to it and/or its properties and/or its business, including, without limitation, the Brownfield Remediation Law, and shall maintain its
property in good repair. Failure to do so shall constitute an Instance of Default by the Applicant under this Agreement. The Applicant agrees to provide each labor union or representative of workers with which such Applicant has a contract or understanding a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or worker’s representative of the Applicant’s commitments under this Section, and to post copies of such notice in conspicuous places available to be seen by employees and applicants for employment.

Specifically, but not by way of limitation, the Applicant agrees to the following:

(A) **Compliance with Nondiscrimination and Affirmative Action in Accordance with C.G.S. Section 4a - 60.**

(1)(a) The Applicant agrees and warrants that in the performance of the contract such Applicant will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such Applicant that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Applicant further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including but not limited to blindness, unless it is shown by such Applicant that such disability prevents performance of the work involved; (b) the Applicant agrees, in all solicitations or advertisements for employees placed by or on behalf of the Applicant, to state that it is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the commission; (c) the Applicant agrees to provide each labor union or representative of workers with which such Applicant has a collective bargaining agreement or other contract or understanding and each vendor with which such Applicant has a contract or understanding, a notice to be provided by the commission advising the labor union or workers’ representative of the Applicant’s commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (d) the Applicant agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; and (e) the Applicant agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records, and accounts, concerning the employment practices and procedures of the Applicant as they relate to the provisions of this section and section 46a-56. If the contract is a public works contract, the Applicant agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(2) For the purposes of this section, “minority business enterprise” means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (a) who are active in the daily affairs of the enterprise, (b) who have the power to direct the management and policies of the enterprise and (c) who are
members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. Section 32-9n; and “good faith” means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligation. “good faith efforts” shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For the purposes of this section, “commission” means the Commission on Human Rights and Opportunities.

For the purposes of this section, “public works contract” means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including but not limited to, matching expenditures, grants, loans, insurance or guarantees.

(3) Determination of Applicant’s good faith efforts shall include, but not be limited to the Applicant’s employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Town may prescribe, that are designed to ensure the participation of minority business enterprises in public works projects.

(4) The Applicant shall develop and maintain adequate documentation, in a manner prescribed by the Town, of its good faith efforts.

(5) The Applicant shall include the provisions of subsection (A)(1) of this section in every subcontract or purchase order (except those for professional services), entered into in order to fulfill any obligation of this Agreement with the Town and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Town or the Commission. The Applicant shall take such action with respect to any such subcontract or purchase order as the Town may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statute Sections 46a-56, provided if such Applicant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Town, the Applicant may request the Town to enter into any such litigation or negotiation prior thereto to protect the interests of the Town and the Town may so enter.

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

(B) Further Agreements re: Compliance With Nondiscrimination.
(1) The Applicant agrees to the following provisions: The Applicant agrees and warrants that in the performance of the contract such Applicant will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation. The Applicant agrees to provide each labor union or representative of workers with which such Applicant has a collective bargaining agreement or other contract or understanding and each vendor with which such Applicant has a contract or understanding a notice to be provided by the Commission of Human Rights and Opportunities advising the labor union or worker’s representative of the Applicant’s commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment. The Applicant agrees to comply with each provision of this section and with each regulation or relevant order issued by said The Town pursuant to Section 46a-56 of the General Statutes. The Applicant agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission and permit access to pertinent books, records and accounts concerning the employment practices and procedures of this Section and Section 46a-56 of the General Statutes.

(2) The Applicant shall include the provisions of subsection (B)(1) in every subcontract or purchase order (except those for professional services), entered into in order to fulfill any obligation of a contract with the Town and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Town or the Commission. The Applicant shall take such action with respect to any such subcontract or purchase order as the Town may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Section 46a-56 of the General Statutes; provided, if such Applicant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Town, the Applicant may request the Town to enter into any such litigation or negotiation prior thereto to protect the interests of the Town and the Town may so enter.

(C) Executive Order No. 3.

This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and as such, this Agreement may be canceled, terminated or suspended by the State Labor Commissioner for violation or noncompliance with said Executive Order No. Three, or any State or Federal Law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Agreement. The parties to this Agreement, as part of the considerations hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to Agreement performance in regard to nondiscrimination, until the Agreement is completed or terminated to prior to completion. The Applicant agrees as part consideration hereof, that this contract is subject to the guidelines and rules issued by the State Labor Commissioner to implement Executive Order No. Three and that it will not discriminate in its employment practices or policies,
will file all reports as required and will fully cooperate with the Town and the State Labor Commissioner.

(D) Executive Order No. 17.

This Agreement is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and as such, this Agreement may be canceled, terminated or suspended by the Commissioner or the State Labor Commissioner for violation or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that the Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to Agreement performance in regard to listing all employment openings with the Connecticut Employment Service.

The Applicant shall defend, indemnify and hold the Town harmless from any claims, actions, suits, damages (including reasonable attorneys' fees), costs, complaints and administrative action arising in part or in whole from Applicant's acts or omissions in complying with these provisions.

(E) Environmental Laws.

(1) The Applicant shall defend, indemnify and hold harmless the Town from and against any and all liabilities, losses, damages, costs, expenses, (including, without limitation, attorneys' fees and expenses), causes of action, suits, claims, demands or judgments of any nature arising out of or in connection with (i) the presence of any solid or hazardous waste material or other waste-like or toxic substances on or in the property for which the funds under the Assistance Agreement are allocated or any other property of Applicant; (ii) any failure by Applicant to comply with the terms of any order issued by the Connecticut Department of Environmental Protection, or any other federal, state or municipal department or agency having regulatory authority over environmental matters, with regard to the property for which the funds under the Assistance Agreement are allocated or any other property owned by Applicant; (iii) any liens or claims of any federal, state or municipal government or quasi-governmental agency or any third person pertaining to solid or hazardous waste material, whether arising under the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended ("CERCLA"), the Resource Conservation and Recovery Act, as amended ("RCRA"), the Clean Water Act, as amended, Section 22a-452a of the Connecticut General Statutes, as amended, or any other federal, state or municipal law or regulation, or tort, contract or common law and (iv) any suit, action or proceeding that might in any way, in the reasonable opinion of Town, affect the value of the Premises. As used herein the term "waste material" shall mean any "solid waste," "hazardous waste" or "hazardous substances" as such terms are defined by the RCRA, as amended, 42 U.S.C. Section 6901 et. seq., CERCLA, as amended, 42 U.S.C. Section 9601 et. seq., the Hazardous Materials Transportation Act, as amended, 49 U.S.C. Section 1802 et. seq., the Toxic Substances Control Act, as amended, 15 U.S.C. Section 2601 et. seq., Title 22a of the Connecticut
General Statutes, as amended, and any regulations now or hereafter promulgated pursuant thereto; any mixture of sewage or other waste material that passes through a sewer system to a treatment facility; any industrial waste-water discharges subject to the regulation under Section 402 of the Clean Water Act, 33 U.S.C. Section 1342 et. seq.; any source, spent nuclear or by-product material as defined by the Atomic Energy Act of 1954, 42 U.S.C. Section 2014; domestic sewage; and all waste materials and storage devices regulated by the Hazardous and Solid Waste Amendments of 1984, Public Law No. 98-616. This indemnity shall survive repayment in full of the Funding, and termination and/or release of the Project Documents.

(2) In the environmental remediation of the Project site, the Applicant shall comply with the Brownfield Remediation Law and any other applicable environmental laws governing the remediation of the Project site. Failure to do so shall constitute an Instance of Default by the Applicant under this Agreement.

(F) Taxes.

Applicant has filed all federal, state and municipal income and other tax returns which are required to be filed, and has paid, or made provision for the payment of all taxes which have become due, pursuant to said returns, except such taxes, if any, which are being contested in good faith and as to which adequate reserves have been provided.

2.11 Conflict of Interest.

The Applicant will adopt and enforce measures appropriate to assure that none of its members or officers or employees shall have or acquire voluntarily an interest in any agreement or proposed agreement in connection with the undertaking or carrying out of the Project other than as members or officers or employees of the Applicant.

2.12 Notification of Instance of Default by Applicant.

The Applicant shall notify the Town promptly of the occurrence of any default hereunder or under any of the other Project Documents, or any other document, instrument or agreement to which the Applicant or its properties are subject and of the actions it intends to take in order to cure such default in a timely manner.

2.13 Business Continuation.

The Applicant shall not discontinue its operations, be dissolved or otherwise suffer or permit any termination of its corporate existence or transfer, sell or assign all or a material portion of its properties or assets, or enter into any merger or consolidation with another entity without the written consent of the Town, which shall not be unreasonably withheld.
2.14 Negative Pledge.

The Applicant shall execute the Negative Pledge and Agreement attached hereto as Exhibit H, which shall be recorded on the Redding Land Records. Said agreement shall be secured by a First Mortgage in the form attached hereto as Exhibit I, which Mortgage is being recorded with respect to the property described on Exhibit J attached hereto. A title policy insuring such mortgage shall be issued in favor of the Town in the form attached hereto as Exhibit K.

2.15 Representations in Other Documents.

All statements contained in any certificate, financial statement, legal opinion or other instrument delivered by or on behalf of the Applicant or any guarantor pursuant to or in connection with this Agreement shall constitute representations and warranties made under this Agreement. The form of legal opinion being rendered in connection with this Agreement is attached hereto as Exhibit B. All representations and warranties made under this Agreement shall be made at and as of the date of this Agreement, and at and as of the date of receipt of the Funding. All representations and warranties made under this Agreement shall survive the execution and delivery hereof and shall not be deemed to have been waived by any investigation made or not made by the Town. The Project Documents to which the Applicant is a party, when delivered, will be legal, valid and binding obligations of the Applicant, enforceable against it in accordance with their respective terms.

ARTICLE 3 - PROJECT ADMINISTRATION

3.1 Records.

The Applicant shall maintain records in a complete, businesslike manner and shall maintain full, accurate and current minutes and records of the Project in a form satisfactory to the Town. The Applicant will furnish to the Town or its designee, at such times as the Town shall determine, any document, data and information relating to the Project in possession of the Applicant which is requested by the Town. The Town, or its designee, shall, for the purpose of determining the proper disposition of the Funding, have the right at any time during normal business hours to inspect the minutes, records, books, files, documents, payrolls, employment contracts and conditions, contracts and any other papers of the Applicant, or make inspection of any physical location of the Applicant. The Applicant shall aid and cooperate with such inspection.

The Applicant shall comply with any final decision of the State of Connecticut Freedom of Information Commission. If Applicant shall receive a request by a citizen for records, or if the Town shall receive a request by a citizen for records but the records are not maintained or in the possession of the Town, and a complaint is filed with the Freedom of Information Commission concerning these records, the Applicant shall, at its sole cost and expense, defend, indemnify and hold the Town harmless against such complaint and any orders that the Commission may enter.

3.2 Payment to Applicant.
In order to permit the Town to make payment to the Applicant with respect to Funding, the Applicant agrees as follows:

(A) Compliance with Internal Revenue Service Regulations.

The Applicant agrees to comply with arbitrage restrictions imposed on the Fund by the Internal Revenue Code of 1986, as amended (hereinafter the “Code”).

(B) Payments.

No payments will be made to the Applicant unless:

(i) The Applicant has submitted to the Town documentation describing the expenditure, and the Town has approved such documentation; and

(ii) The Applicant directs that all withdrawal drafts shall be made payable: (a) directly to the vendor(s) for the Project, or (b) to the Applicant itself for reimbursement after the Applicant has paid a contractor or vendor from other monies, provided, further, that the Applicant indicates on each draft made payable to the Applicant itself, the date(s) of previous payment(s) to such contractor(s) or vendor(s) for the Project and the source of funding thereof.

(C) Documentation.

If requested by the Town, the Applicant will promptly demonstrate to the satisfaction of the Town that it has complied with any particular provision of this Article.

(D) Preagreement Costs.

Unless otherwise authorized, no costs incurred prior to October 27, 2008 are eligible for payment from the Funding.

3.3 Insurance.

The Applicant shall furnish the following insurance coverage. Insurance coverage shall remain in full force for the duration of the Contract term including any and all extensions or renewal thereof. Failure to maintain insurance coverage as required and to name the Town of Redding as the Additional Insured will be grounds for termination of the contract. In addition:

- The insurance requirements apply to all subcontractors.
- All policy forms shall be on the occurrence form. Exceptions must be authorized by the Town's Risk Manager unless the coverage is for Professional Liability where the common form is claims made.
- Acceptable evidence of coverage will be on the ACCORD form or a form with the same format.
- All renewal certificates shall be furnished at least 10 days prior to policy expiration.
- Each certificate shall contain a 10 day notice of cancellation or modification.
- Insurance shall be issued by an insurance company licensed to conduct business in the State of Connecticut unless approved in advance by the Town's Risk Manager.

A. Commercial General Liability: $2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operation, Independent Contractors, Product and Completed Operations and Contractual Liability. If a general aggregate is used, the general aggregate limit shall apply separately to the Agreement or the general aggregate limit shall be twice the occurrence limit. All, if any, deductibles are the sole responsibility of the Applicant to pay and/or indemnify. The Town of Redding and the State of Connecticut Department of Economic and Community Development shall be listed as Additional Insureds.

B. Workers’ Compensation and Employer’s Liability: Statutory coverage in compliance with compensation laws of the State of Connecticut. Coverage shall include Employer’s Liability with a minimum limit of $100,000 each accident, and $500,000 Disease – Policy limit, $100,000 each employee.

C. Directors and Officers Liability: $1,000,000 per occurrence limit of liability; provided, however, that Directors and Officers Liability insurance shall not be required for limited liability corporations or limited partnerships. All deductibles and retentions will be the sole responsibility of the Applicant.

D. Comprehensive Crime Insurance: $100,000 limit for each of the following coverages: Employee Dishonesty (Form O), Forgery/Alteration (Form B), and Money and Securities coverage for Theft, Burglary, Robbery, Disappearance and Destruction. All deductibles and retentions will be the sole responsibility of the Applicant.

E. Property Insurance: (Post Construction) The Applicant shall maintain insurance covering all risks of direct physical loss, damage or destruction to real and personal property and improvements and betterments (including flood insurance if property is within a duly designated Flood Hazard Area as shown on Flood Insurance Rate Maps (FIRM) set forth by the Federal Emergency Management Agency (FEMA)) at 100% of Replacement Value for such real and personal property, improvements and betterments or the maximum amount available under the National Flood Insurance Program. The Town of Redding and the State of Connecticut Department of Economic and Community Development shall be listed as Loss Payees.
The Town of Redding shall be named as an Additional Insured as its interest may appear on the appropriate coverages. The Applicant will provide the Town with evidence of professional liability for anyone providing professional services under this contract.

The Applicant, its subcontractors, agents and assigns shall indemnify and hold harmless the Town of Redding, including but not limited to, its elected officials, its officers, employees, and agents, from any and all claims brought by any person or entity whatsoever, arising from any error or omission of the Applicant during the Applicant’s performance of this Agreement or any other agreements of the Applicant entered into by reason thereof. The Applicant shall indemnify and defend the Town, with respect to the Applicant’s negligence and the negligence of any and all subcontractors, including but not limited to, the Town’s elected officials, officers, employees and agents, from any and all losses for liabilities resulting from any such claims, including but not limited to, damage awards, costs, and reasonable attorneys fees.

Contractors engaged by the owner of the Project property for the Project shall also satisfy such bonding requirements as may be imposed by the Commissioner in his or her discretion.

Prior to Applicant or its contractors commencing any construction, additional coverages may be required by the Town of Redding and/or the State of Connecticut.

3.4 **Personal Service Contracts.**

All Project cost items of personal service, except those to be performed by volunteers and those to be performed by employees of the Applicant who will not receive extra compensation for such service, shall be performed pursuant to a written contract, and the Applicant shall upon request, provide the Town with copies of such contracts.

3.5 **Inspections.**

The Town shall from time to time, in its discretion, during regular business hours, have the right of making an inspection of the Applicant’s Property and/or the Property and the books and other records and the property, and the Applicant shall assist the Town in said inspection and shall make available such books and other records as the Town may reasonably request.

3.6 **Audit in Accordance with C.G.S. 4-230 through 4-236.**

The Applicant agrees that within ninety (90) days of the completion of the Project, unless otherwise required by the Town, it will have an audit performed at its own expense by an independent public accountant as defined by the generally accepted government auditing statutes (GAGAS). Such audit shall be performed in accordance with generally accepted accounting principles and requirements of the Department of Economic and Community Development and shall identify and expenditures made by the Applicant that are not in compliance with the terms of this
Agreement. The Town may request at any time, and the Applicant shall supply within fifteen (15) days of said request, any supporting documents to that audit. The Applicant agrees to engage such personnel as may be necessary to prepare financial reports, audits and to perform related services which may be found desirable by the Town. The Applicant agrees that examiners from the Department of Economic and Community Development may conduct Project-specific audits.

3.7 Repayment to State Based Upon Audit.

In the event that an audit referred to in Section 3.6 above demonstrates that the actual expenditures by the Applicant in connection with the Project are less than the maximum allowable amounts for disbursement as set forth in Section 1.1 above, any such excess disbursement in respect of the Funding shall become immediately due and payable by the Applicant to the Town. Upon repayment of such excess disbursement(s), the stated amount of the Funding shall be amended, as applicable, to evidence the actual amount of the Funding which as been received by the Applicant.

3.8 Yearly Reports.

The Applicant shall furnish upon request to the Town within ninety (90) days of the completion of the Project, or earlier as determined by the Town, such further financial and other information that the Town may at its discretion require from time to time.

3.9 Semi-Annual Project Financial Statements.

The Applicant shall provide a semi-annual unaudited Balance Sheet and cumulative Statement of Program Cost to the Town in the approved DECD project statement format as outlined in the most current Accounting Manual (located at http://www.ct.gov/ecd/cwp/view.asp?a=1096&q=249670). This information will be required to be provided within 30 days after June 30th and December 31st until the expiration date of the Budget, as may be amended from time to time.

3.10 Commencement of Work.

The Applicant shall use its best efforts to commence work on the Project no later than thirty (30) days from the effective date of this Agreement and will complete the project in accordance with the approved Project Financing Plan and Budget which is attached hereto as Exhibit C.

ARTICLE 4 - DEFAULT

4.1 Instances of Default.

The occurrence of any of the following events shall constitute a default under this Agreement (an "Instance of Default"): 15
(A) Breach of Agreement.

An Instance of Default occurs if the Applicant fails to perform any act, duty, obligation or other agreement contained herein or in any other Project Document or fails to forebear from any unpermitted act, or if the Applicant abandons or terminates the Project, or takes such steps that such an abandonment or termination is imminent;

(B) Misrepresentation.

If any representation or warranty made by the Applicant or caused to made for the Applicant in any of the Project Documents prove at any time to be incorrect in any material respect;

(C) Unpaid Judgments.

If a judgment or judgments for the payment of money shall be rendered against Applicant and any such judgment shall remain unpaid, unstayed on appeal, unbonded, undischarged or undischmissed for a period of ninety (90) consecutive days;

(D) Receivership or Bankruptcy.

If the Applicant shall: (i) apply for or consent to the appointment of a receiver, trustee or liquidator of all or substantial part of any of its assets; (ii) be unable or admit in writing its inability to pay its debts as they mature; (iii) file or permit the filing of any petition or reorganization or the like under any insolvency or bankruptcy law, or the adjudication of it as a bankruptcy, or make an assignment for the benefit of creditors or consent to any form of arrangement for the satisfaction, settlement or delay of debt or the appointment of a receiver for all or any part of its properties; or (iv) any action shall be taken by Applicant for the purpose of effecting any of the foregoing;

(E) Change in Business Structure.

If the Applicant shall dissolve or liquidate or be dissolved or liquidated, or cease to legally exist, or merge or consolidate, or be merged or consolidated with or into any corporation or entity without the written consent of the Town;

(F) Condemnation or Seizure.

If any Federal, State or local governmental instrumentality, body or agency shall condemn, seize or otherwise appropriate, or take custody or control of all or any substantial portion of the properties or assets of Applicant;
(G) **Failure to Pay Debts.**

Failure of the Applicant or any guarantor to pay its debts as such debts become due.

(H) **Violation of Terms in Other Project Documents.**

The occurrence of an Instance of Default or violation under any of the Project Documents.

(I) **Lack of Adequate Security.**

The Town may, at any time and in good faith, deem itself to be insecure. For the purposes of this Agreement, the Town shall be entitled to deem itself insecure when some event occurs, fails to occur or is threatened or some objective condition exists or is threatened which materially impairs the prospects of the Applicant’s business, which significantly impairs the value of the property or project that is the topic of the Assistance Agreement to the Town or to the State of Connecticut, or which materially affects the financial condition or business operations of the Applicant.

(J) **Cancellation of Insurance.**

Failure of the Applicant to keep in force any insurance required by this Agreement.

4.2 **Events in Instances of Default.**

(A) **Notice of Default.**

If the Applicant defaults or shall commit or allow any breach of the Applicant’s covenants, agreements and other obligations under this Agreement, material or otherwise, hereunder, the Town shall notify the Applicant of the default in writing (“Notice of Default”).

(B) **Opportunity to Cure.**

In the instance of a default or breach, the Town may determine that permitting an opportunity to cure a default could jeopardize the Project or would not be in the best interests of the Town. Under those circumstances, no opportunity to cure need be given and the Town may seek other remedies. Not in any way limiting the preceding right to act without providing the opportunity to cure, the Town may provide the Applicant thirty (30) days after the Notice of Default, or such longer period of time as the Town may allow in writing then, to cure or remedy the default or breach. Said cure or remedy will not be effective unless accepted, in writing by the Town.

(C) **Remedies.**

The Town shall have, to the full extent permitted by law, each and all of the following remedies in addition to those provided for in other portions of this Agreement:
(1) Suspend all further payments by the Town to the Applicant until such noncompliance is cured to the satisfaction of the Town;

(2) Proceed to enforce the performance or observance of any obligations, agreements, or covenants of the Applicant or any guarantor in this Agreement of the Project Documents;

(3) Declare the Applicant's obligation of repayment in respect of the Funding to be immediately due and payable and to bring any and all actions at law or in equity as may be necessary to enforce said obligation of repayment. In any such instances of default, the Applicant hereby agrees to immediately repay all Funding received by the Applicant with any accrued and unpaid interest, and damages equal to five percent (5%) of the total amount of Funding received;

(4) The right to a writ of mandamus, injunction or similar relief against the Applicant or any or all of the members of the Applicant's governing body, or against the officers, agents or representatives of the Applicant, as may be appropriate, because of such default or breach.

(5) The right to maintain any and all actions at law or suits in equity, including receivership or other proper proceedings, to cure or remedy any defaults or breaches of covenants under this Agreement.

(6) The Applicant agrees that all expenditures incurred by the Town under the Project Documents other than the Funding, and the Funding of this Agreement, upon an event of default or after a judgment hereon, shall bear interest at the rate of fifteen percent (15%) per annum from the date of demand, default or judgment is applicable.

(7) The Town may collect costs associated with collection efforts as outlined in Section 2.9 of this Agreement.

ARTICLE 5 - MISCELLANEOUS PROVISIONS

5.1 Nonwaiver.

If the Town does not exercise, or delays in exercising, or exercises in part any of the Town's rights and remedies set forth in this Agreement of the curing or remedying of any default or breach of covenant or condition, or any other right or remedy, in no event shall such non-exercise, delay or partial exercise be construed as a waiver of full action by the Town or a waiver of any subsequent default or breach of covenant or condition.
5.2 **Severance.**

If any court determines any provision or provisions of this Agreement to be invalid, the remainder of this Agreement shall not be thereby affected.

5.3 **Agreement Date.**

This Agreement shall become effective as of the date of the approval of the Assistance Agreement by the Attorney General between the State of Connecticut and the Town.

5.4 **Originals.**

This Agreement shall be executed in three (3) counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

5.5 **Multiple Applicants.**

If there is more than one Applicant, the obligations hereunder and under the Project Documents, shall be joint and several.

5.6 **Notices.**

Any notice to the Applicant pursuant hereto or pursuant to any of the Project Documents may be served in person or by mail. Any such requirement shall be deemed met by any written notice personally served at the principal place of business of the Applicant, or at such other address as the Applicant shall notify the Town, or mailed by depositing it in any post office station or letter box enclosed in a postage paid envelope addressed to the Applicant in care of One North Main Street, Georgetown, Connecticut 06829, or other address as provided above. Any notice to the Town under this Agreement or any other Project Document shall be effective only upon receipt by the Town.

5.7 **Waivers by Applicant.**

The Applicant and all others who may become liable for all or any part of this obligation do hereby waive demand, presentment for payment, protest, notice of protest and notice of non-payment of this Agreement and do hereby consent to any number of renewals or extensions of the time of payment hereof and agree that any such renewals or extensions may be made without notice to any of said parties and without affecting their liability herein and further consent to the release of any part or parts or all of the security for the payment hereof and to the release of any party or parties liable hereon, all without affecting the liability for the payment of this Agreement
5.8 **Gender, Number, and Captions.**

The use of a personal pronoun shall refer to all persons regardless of the proper grammatical term; the singular includes the plural; and, captions for sections are included only for reference and do not modify or effect the terms, conditions and provisions of any document, agreement or instrument.

5.9 **Modification.**

This Agreement may not be modified or amended in any manner except in writing executed by all of the parties hereto, and approval by the Attorney General, if required. In the event that the Applicant seeks modification in the form of a consent or subordination to financing required by the Applicant in its normal course of business, the Applicant shall request such modification in writing to the Town not less than thirty (30) days prior to the date such modification is required. The Applicant shall promptly reimburse the Town for expenses, including reasonable attorneys’ fees, incurred in negotiating and entering into such modification.

5.10 **Provisions of Other Documents.**

Upon the request of the Town, the Applicant shall execute and deliver or cause to be executed and delivered such further documents and instruments and do such further acts and things as the Town may request in order to effectuate more fully the purposes of this Project, to secure more fully the payment of the Funding in accordance with its terms, and to vest more completely in and assure to the Town its rights under the Project Documents. The Applicant shall pay the cost of filing or recording, or refiling or re-recording, is deemed by the Town to be necessary or desirable.

5.11 **Assignment.**

This Agreement and any of the documents related hereto and the rights, duties, or obligations thereunder may not be assigned by the Applicant without the written consent of the Town. Any assignment made without the written consent of the Town shall be void and of no force or effect.

5.12 **Survival of Representations.**

For the purposes of this Agreement, the term “Applicant” shall mean and include any successor or assigns of Applicant including any representative of Contractor under the provisions of any State or Federal law governing bankruptcy, insolvency, receivership or reorganization. All warranties, representations and covenants made by the Applicant in any of the Project Documents or in any certificate or instruments delivered to the Town in connection with the Funding shall be considered to have been relied upon by the Town and shall survive until ten (10) years after the Agreement's date, the last payment to the Town, end of the grants or guarantee, or the completion of the Project, whichever occurs later. This Agreement and the other Project Documents shall be
binding upon and inure to the benefit of the successors and assigns of each of the parties, provided however, that nothing in this provision shall imply that the Applicant has the right or authority to assign its rights, duties or obligations hereunder or under any of the Project Documents without the written consent of the Town.

5.13 Governing Documents.

In the event of any conflict between this Agreement and any of the Project Documents, this Agreement shall be controlling.

5.14 Third Parties.

This Agreement is between the Town and the Applicant only and shall not be relied upon by any third party. Without limiting the foregoing, the Town shall have no liability to any party whatsoever (including, without limitation, the Applicant, any Guarantor or anyone conducting business with any of the foregoing) in the event with the Town, for any reason at any time, determines not to advance the Funding or any portion thereof for any reason or otherwise exercises its rights under this Agreement or any other Project Documents.

5.15 Governing Laws.

The Project Documents shall be governed by the laws of the State of Connecticut.

5.16 Jurisdiction.

The Applicant agrees that the execution of the Agreement and the other Project Documents and the performance of its obligations hereunder and thereunder, shall be deemed to have a Connecticut site and the Applicant shall be subject to the personal jurisdiction of the courts of the State of Connecticut with respect to any action the Town, its successors or assigns may commence hereunder or thereunder. Accordingly, the Applicant hereby specifically and irrevocably consents to the jurisdiction of the courts of the State of Connecticut with respect to all matters concerning this Agreement or any of the other Project Documents or the enforcement thereof in any action initiated by the Town or which the Town voluntarily joins as a party.

5.17 Commercial Transaction and Waiver.

THE APPLICANT AGREES THAT THE TRANSACTION OF WHICH THIS AGREEMENT IS A PART IS A COMMERCIAL TRANSACTION AND WAIVES ANY RIGHT TO NOTICE, PRIOR HEARING, AND ANY OTHER RIGHTS IT MAY HAVE UNDER CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES, AS MAY BE AMENDED, OR OTHER APPLICABLE LAW WITH RESPECT TO ANY REMEDY WHICH THE TOWN MAY DESIRE TO USE, AND THE TOWN MAY INVOKES ANY PREJUDGMENT REMEDY AVAILABLE TO IT, INCLUDING, BUT NOT LIMITED TO, GARNISHMENT, ATTACHMENT,
FOREIGN ATTACHMENT AND REPLEVIN, WITH RESPECT TO ANY TANGIBLE OR INTANGIBLE PROPERTY (WHETHER REAL OR PERSONAL) OF THE BORROWERS TO ENFORCE THE PROVISIONS OF THE PROJECT DOCUMENTS, WITHOUT GIVING THE CONTRACTOR ANY NOTICE OR OPPORTUNITY FOR A HEARING.

5.18 **Jury Trial Waiver** THE APPLICANT HEREBY WAIVES TRIAL BY JURY IN ANY COURT IN ANY SUIT, ACTION OR PROCEEDINGS OR ANY MATTER ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO THE TRANSACTION OF WHICH THIS AGREEMENT IS A PART AND / OR THE ENFORCEMENT OF ANY OF ITS RIGHTS AND REMEDIES. THE APPLICANT ACKNOWLEDGES THAT IT MAKES THIS WAIVER KNOWINGLY, VOLUNTARILY AND ONLY AFTER CONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER WITH ITS ATTORNEY.

IN WITNESS WHEREOF, the parties hereto make and enter into this Agreement.

TOWN OF REDDING

By: [Signature]

Natalie Ketcham
Its First Selectman
Duly Authorized
Dated: December 2, 2010

GEORGETOWN REDEVELOPMENT CORPORATION

By: [Signature]

Rocco Trotta
Its President
Dated: December 2, 2010

Approved as to form:
Green & Levine LLP
Counsel for the Town of Redding

By: [Signature]

Tamara Kagan Levine

Dated: [Signature]
INDEX TO EXHIBITS

A. Resolution authorizing the Town to enter into an assistance agreement with Georgetown Redevelopment Corporation and designating the Town’s signatory.

B. Opinion of Counsel.

C. Project Financing Plan and Budget with Exhibits.

D. Project Schedule.

E. Application and documentation submitted by Georgetown Redevelopment Corporation to the Town of Redding for consideration in granting $425,000.00

F. A listing of any action, suit, proceeding or investigation at law, in equity or before any court, public board, arbitrator or body, pending or to the Applicant’s knowledge, threatened against or affecting it, which could or might adversely affect the Project or any of the transactions contemplated by the Project Documents or the validity of the Project Documents or the Applicant’s ability to discharge its obligations under the Project Documents.

G. List of In-Kind Services to be performed by Applicant.

H. Negative Pledge and Agreement.

I. Mortgage securing Negative Pledge and Agreement.

J. Legal Description of Property subject to the Mortgage.

K. Title insurance Policy insuring said Mortgage.
CONSENT IN LIEU OF MEETING

The undersigned, being all of the members of the board of directors of GEORGETOWN REDEVELOPMENT CORPORATION ("Company"), do hereby consent and agree as follows:

WHEREAS, the Company has submitted to the Town of Redding a series of documents including an Application for Financial Assistance dated July 15, 2008, a Project Financing Plan and Budget, and exhibits for a project entitled Georgetown Remediation Project (the "Project"); and

WHEREAS, the Town of Redding has approved funding for the Project in the form of a $425,000 grant, the terms of which grant are more particularly described in the assistance agreement between the Company and the Town of Redding; and

WHEREAS, the board of directors have had an opportunity to discuss the terms of such proposal with the President as they deem appropriate; and

WHEREAS, the board of directors deem it advisable and in the best interest of the Company that the grant be consummated and to grant broad discretion to the President to negotiate the terms and conditions of the grant.

NOW THEREFORE, BE IT

RESOLVED, that the President of the Company, Rocco Trotta, be and he is hereby authorized to, and is empowered to, negotiate the terms of and execute and deliver any documents including, without limitation, the assistance agreement, a negative pledge agreement, a mortgage, and an access agreement and to perform such acts as may be necessary to obtain the grant in the name of and on behalf of the Company in such form and containing such terms and conditions as are deemed reasonable and appropriate by the President; and

RESOLVED, that these resolutions may be executed in one or more counterparts and shall be deemed sufficiently delivered to the President if received in person or by facsimile, and that upon execution and delivery to the President by all of the board of directors of the Company these resolutions shall become effective; and

RESOLVED, that the President of the Company is hereby authorized and empowered to certify to the passage of the foregoing Resolutions under the name of this Company; and

RESOLVED, that any and all other actions heretofore taken by any representative or manager of the Company to execute and deliver any of the agreements authorized by the foregoing resolutions, or to take any of the actions authorized by the foregoing resolutions are hereby approved, ratified
and confirmed in all respects.

Dated to be effective as of the ____ day of December, 2010.

Directors:

_________________________
Rocco L. Trotta

_________________________
Jamie Vanacker

_________________________
Tom Broderick

_________________________
Chris Lynch
December __, 2010

State of Connecticut
Department of Economic and Community Development
505 Hudson Street
Hartford, Connecticut 06106

Town of Redding
100 Hill Road
Redding Center, CT 06875

Ladies and Gentlemen:

We have acted as special counsel to the Georgetown Redevelopment Corporation (the "Applicant") in connection with the extension by the Town of Redding to the Applicant of financial assistance under the Connecticut General Statutes of near date hereafter in the form of a grant in the amount of FOUR HUNDRED TWENTY FIVE THOUSAND AND 00/100 DOLLARS ($425,000.00) (the "Grant").

The Grant is funded pursuant to an Assistance Agreement dated __________ (the "Assistance Agreement").

The Assistance Agreement, together with such other documents listed on Schedule A attached are collectively referred to herein as the “Assistance Documents”. This opinion has been requested as an inducement to the Town of Redding making the Grant to the Applicant and as an inducement to the State of Connecticut making the Grant to the Town of Redding.

We have examined and relied upon originals, or copies certified or otherwise identified to our satisfaction, of such agreements, documents, certificates, or other statements of government officials and representatives of the Applicant, and such other documents as we have deemed necessary as a basis for our opinion, including the following: (a) the Assistance Documents; (b) Certificate of President dated December ____, 2010, by the President of the Company, and (c) a Certificate of Existence for the Company issued December ____, 2010, by the Office of the Secretary of the State of the State of Connecticut. As to all questions of fact which have not been independently established, we have relied upon certificates of officers of
the Company collectively attached hereto as Schedule B, and have examined the representations and warranties of the Company contained in the Assistance Documents and relied upon relevant facts stated therein, and except to the extent expressly stated herein have made no independent inquiry as to the veracity of the statements contained therein. In rendering this opinion, we have assumed without investigation that any certificate of a public authority or other party on which we have relied which was given and dated earlier than the date of this letter remains accurate as of the date hereof.

In our examination of such agreements, instruments, certificates and other documents, we have assumed that (a) the statements of fact made therein are accurate and complete; (b) the signatures on documents and instruments submitted to us as originals are authentic; (c) the documents submitted to us as copies conform with the originals; (d) the Assistance Documents and all other agreements and instruments to which the Town of Redding, the State of Connecticut, or any other person or entity other than the Applicant is a party have been duly executed and delivered by and are the legal, valid and binding obligations of the Town of Redding, the State of Connecticut, or such other party, enforceable against it in accordance with their respective terms; and (e) that the Grant will be funded in accordance with the Assistance Agreement. We have no independent knowledge that any of the foregoing assumptions are not true.

Based on the foregoing, subject to the assumptions and qualifications set forth below, and after reasonable investigation, the undersigned is of the opinion:

1. The Applicant is a corporation duly organized and in existence under the laws of the State of Connecticut.

2. The Certificate of Incorporation and all amendments thereto of the Applicant have been fully filed. As of the date hereof, the execution, delivery and performance by the Applicant of each of the Assistance Documents executed or to be executed by it does not and will not violate any provision of its Certificate of Incorporation.

3. The Applicant has all power and authority to execute, deliver and perform its obligations under the Assistance Documents executed or to be executed by the Applicant, and the Applicant has taken all necessary action to authorize the execution, delivery and performance of the Assistance Documents and the incurring of all obligations thereunder, and the Assistance Documents have been executed and delivered. Further, Rocco Trotta is the duly authorized person to execute the Assistance Documents on behalf of the Applicant.

4. To our knowledge, the execution and delivery of the Assistance Documents and compliance with the terms thereof do not violate any provision of any existing law or regulation
or any writ or decree of any court or governmental instrumentality, or, any agreement, trust or instrument, to which the Applicant is bound or which is binding upon its assets, and to our knowledge will not result in the creation or imposition of any lien, security interest, charge or encumbrance of any nature whatsoever upon or in any of the Applicant’s assets except as contemplated by the Assistance Documents. No consent of any other party and no consent, license, approval or authorization of, or registration or declaration with, any governmental bureau or agency other than the Town of Redding, the State of Connecticut, and the Department of Economic and Community Development is required in connection with the execution, delivery, performance, validity and enforceability of the Assistance Documents.

5. The Assistance Documents constitute legal, valid and binding obligations enforceable against the Applicant respectively in accordance with their terms, to the extent that the enforceability of the Assistant Documents may be limited by bankruptcy or insolvency or other similar laws affecting creditors’ rights generally.

6. To the best of our knowledge, based upon the Certificate of President attached and other than the lawsuit pending in the State of Connecticut Superior Court by Crosskey Architects, LLC vs. Georgetown Redevelopment Corporation and Georgetown Land Development Company, LLC, there is no litigation pending or threatened against the Applicant or any other contingent liability which, if adversely determined, would either in any case, or in the aggregate, materially adversely change the financial or other conditions of the Applicant.

7. To the best of our knowledge, based upon the Certificate of President attached, the Applicant is in compliance with all Federal, state and local laws and regulations relating to the conduct of the Applicant’s business and affairs.

8. No part of the Grant will be used by the Applicant, directly or indirectly, for the purpose of purchasing or carrying any securities under such circumstances as to result in a violation of Regulation U of the Board of Governors of the Federal Reserve System.

The opinions provided in numbered paragraphs 1 through 8 above are limited to the matters specifically addressed therein and subject to all of the qualifications and limitations provided herein, and no other opinions are expressed or may be implied.

The opinions expressed herein are qualified as follows: (a) no opinion is expressed with respect to laws other than those of the United States of America and the State of Connecticut; and (b) to the extent that the opinions relate to the enforceability of any agreement or instrument referred to herein: (i) such enforceability is subject to the effect of applicable bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium and other laws affecting creditors’ and secured parties’ rights generally; (ii) the enforceability of the provisions of any such agreement or instrument is subject to the application of principles of equity, whether in
proceeding at law or in equity; (iii) the enforceability of any such agreement or instrument is subject to the Town of Redding's and the State of Connecticut's obligation to act in good faith and in a commercially reasonable manner in the performance of its obligations and the enforcement of its rights; (iv) the enforceability of the provisions of any such agreement or instrument may be subject to limitations based on public policy restricting the right to waive the benefit of statutory, constitutional or common law provisions or rights; and (v) the enforceability of any provision fixing a fee for late payment, default or prepayment may be subject to limitations on the right of the Town of Redding and the State of Connecticut to impose fees or penalties for late payments or defaults by the Applicant or for prepayment on acceleration by the Town of Redding or the State of Connecticut if it is determined that such penalties bear no reasonable relation to the damage suffered by the Town of Redding or the State of Connecticut as a result of such delinquencies or defaults or the prepayment was made at the Town of Redding's or the State of Connecticut's option; and (c) no opinion is expressed with respect to terms which excuse the Town of Redding or the State of Connecticut from liability for, or require the Applicant to indemnify the Town of Redding or the State of Connecticut for, the Town of Redding's or the State of Connecticut's gross negligence or willful misconduct.

We express no opinion with respect to provisions, if any, of the Assistance Documents that purport to: (i) authorize the Town of Redding or the State of Connecticut to bring or appear in litigation to the extent that it lacks standing to do so; (ii) with respect to any of the Assistance Documents, waive, limit, bind or affect the rights of anyone not a party to such Assistance Documents; (iii) require the Applicant to consent to remedies which, by their nature, require the consent or approval of a court, creditors or other third parties; (iv) grant the Town of Redding or the State of Connecticut powers of attorney; (v) authorize the Town of Redding or the State of Connecticut to act or decline to act in its sole discretion, as there is Connecticut case law which requires that discretion be exercised in good faith and in a commercially reasonable manner; (vi) establish standards for service of process to the extent they do not comply with Connecticut statutory requirements; or (vii) allow any person to set off and apply amounts due to the Applicant against the Applicant's obligations under the Assistance Documents, whether or not then due. Furthermore, we express no opinion with respect to the enforceability of the Negative Pledge Agreement to the extent that it creates any type of lien on the real estate, as this is not a recognized lien device in the State of Connecticut.

This opinion is rendered to the Town of Redding and State of Connecticut and is solely for the benefit of the Town of Redding and State of Connecticut in connection with the above transactions. This opinion may not be relied upon either party for any other purpose or
furnished to, quoted to or relied upon by any other person, firm or corporation for any purpose without our prior written consent. This opinion is rendered as of the date hereof, and we disclaim any undertaking to advise either party of changes which may hereafter be brought to our attention.

Very truly yours,

Brody Wilkinson PC