DAS FILE # 18-105

DEPARTMENT OF ADMINISTRATIVE SERVICES — STATE OF CONNECTICUT

165 Capitol Avenue
Hartford, CT 06106-1658

TO: Brian A. Dillon
Director
State Properties Review Board

FROM: Shane P. Mallory, RPA
Administrator
Leasing and Property Transfer

DATE: May 2, 2013

RE: Agenda Item for Submission to the State Properties Review Board - Surplus Property Sale

1. Location: Norwich Hospital Campus, Route 12, Norwich, CT
2. Preferred Purchaser: THAMES RIVER LANDING, LLC
3. Purchase Price: $300,000

In 2004, this property containing 62.8 acres± was subject to a Purchase & Sale Agreement with the City of Norwich for $1.00. A three-year deadline to purchase the property ended on January 24, 2012, with the City of Norwich failing to purchase the property.

The property first appeared in the Environmental Monitor on February 2, 2010. DAS (former DPW) was notified in a July 22, 2010 correspondence that OPM was transferring a 13.17 acre portion of the 62.8 acre± to the custody and control of the Department of Energy and Environmental Protection (former DEP). After the transfer, the Norwich Hospital campus consisted of 49.65± acres.

DAS commissioned two additional appraisals on the newly-created 49.65± acre site: Cushman & Wakefield of Connecticut, as of December 21, 2010 ($560,000); and Miner and Silverstein, LLP, as of January 15, 2011 ($2,400,000). The significant difference in the appraisers' opinion of value is that one appraiser deducted $5.00 per square foot for demolition expense and discounted the value over a three-year holding period and the other appraiser appraised the property based strictly on a per-acre valuation.

The property was advertised (SB 11-02) in the Hartford Courant and The Day of New London on July 31, 2011, with a return date for all proposals due August 26, 2011. A walk-through of the property took place on August 12, 2011.

RECEIVED
MAY - 2 2013
State Properties Review Board

RE: Agenda Item for Submission to the State Properties Review Board - Surplus Property Sale

There was one response to the advertisement (SB 11-02): Thames River Landing, LLC offered $10,000. The Respondent was invited to a meeting at DAS to discuss their proposal. This meeting took place on September 13, 2011. Subsequent to this meeting the Respondent, in correspondence dated September 26, 2011, increased their offer to $50,000. Further telephone conversations with the Respondent resulted in a second increase in their offer to $100,000, conveyed in a letter dated October 14, 2011.

The Respondent was notified by Correspondence dated October 21, 2011 that the RFP – SB 11-02 – was closed without selecting a Preferred Purchaser.

In October 2011, a decision was made to split the Norwich Hospital Campus into four distinct properties in an attempt to attract a greater number of responses. The property was advertised (SB 11-05, SB 11-06, SB 11-07 & SB 11-08) on Sunday, December 11, 2011, in the following newspapers: Norwich Bulletin; New London Day; and Hartford Courant, with proposals due January 6, 2012. A walk through of the property was conducted on December 11, 2011.

There were seven responses to SB 11-05 (former Superintendent's House) ranging in price from $15,012 to $125,000. There was one response to acquire all four properties for a total of $130,000 (Thames River Landing, LLC - the only Respondent to SB 11-02), with no contingencies. In a correspondence dated February 13, 2012, Thames River Landing LLC amended their response to SB 11-05, SB 11-06, SB 11-07 & SB 11-08 and increased their offer to $300,000 with two contingencies: all four parcels are acquired; and a "successful title review."

On February 17, 2012, pursuant to Connecticut General Statutes 4b-21c and 3-14b, the State of Connecticut offered the City of Norwich the opportunity to purchase the property for $300,000. The City of Norwich notified the State in a March 22, 2012 correspondence that the Norwich City Council, at its March 19, 2012 meeting, passed a Resolution stating "the City of Norwich does not intend to exercise its rights to purchase the property for $300,000..."

On February 24, 2012, Thames River Landing, LLC was notified that they were selected as the Preferred Purchaser of the Norwich Hospital Campus. All other Respondents to the RFP were sent letters that they were not selected as Preferred Purchaser.

RE: Agenda Item for Submission to the State Properties Review Board - Surplus Property Sale

In March 2012, a Purchase and Sale Agreement was drafted and delivered to the Preferred Purchaser for review. Subsequent reviews of the P&S Agreement regarding title were addressed. The Preferred Purchase raised other issues about their due diligence and requested additional time to review prior to executing the P&S Agreement.

On June 14, 2012, the Preferred Purchaser was notified that the P&S Agreement must executed prior to granting permission to access the site for additional due diligence. On July 9, 2012, the Preferred Purchase was notified that the P&S Agreement must be executed no later than July 18, 2012, or DAS would terminate the RFP.

At some point between the two prior communications with the Preferred Purchaser, DAS was notified that there was a change in policy regarding the approval process of the P&S Agreement. The Office of the Attorney General now reviews all P&S Agreements ***prior*** to being forwarded to the Preferred Purchaser for signature and again after all statutorily-required approvals were granted. *DAS was provided an approved P&S Agreement by the Office of the Attorney General on January 17, 2013.*

From the inception of the disposition process in January 2012, the State has expended approximately $25,000 in appraisal fees and advertising costs. Additional expenses include private security service and DAS personnel expenses for maintaining the property (primarily landscaping) and on-site inspections for potential purchasers of the property.

I have reviewed the subject Purchase and Sale Agreement recommend approval.

Thank you.

SPM/tj
Attachment

cc: State Properties Review Board (9)
Sale File

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is made the ____ day of _____, 2013, by and between THE STATE OF CONNECTICUT, acting through the Commissioner of Administrative Services with an address and place of business at 165 Capitol Avenue, Hartford, Connecticut 06106 ("Seller" or "State"), pursuant to Section 4b-21 of the Connecticut General Statutes, and THAMES RIVER LANDING, LLC, a Connecticut Limited Liability Company with an address and place of business at 276 Main Street, Farmington, CT 06032 ("Purchaser").

WITNESSETH:

1. SALE OF PROPERTY. For fair and adequate consideration acknowledged received, Seller hereby agrees to sell and Purchaser hereby agrees to purchase, subject to the terms and conditions set forth in this Agreement, all of Seller's right, title and interest in and to that certain piece or parcel of land, with all buildings and other improvements thereon, located at the Norwich Hospital Campus (49.65 acres) on Laurel Hill Road (State Route 12) in the City of Norwich, County of New London and State of Connecticut, as more particularly described in Exhibit A attached hereto and made a part hereof.

2. PURCHASE PRICE. The purchase price shall be Three Hundred Thousand and 00/100 ($300,000.00) Dollars (the "Purchase Price"), paid as follows:

(a) Thirty Thousand and 00/100 ($30,000.00) Dollars at the time Purchaser executes this Agreement (the "Deposit"). The Deposit shall be held by Seller in an non-interest bearing account and may be co-mingled with other funds of Seller unrelated to this transaction. Delivery and acceptance of the Deposit shall not constitute evidence of a binding, effective and enforceable agreement between the parties; and

(b) The balance of Two Hundred Seventy Thousand and 00/100 ($270,000.00) Dollars by wire transfer, bank check or certified funds at Closing (as defined in Section 4 below).

3. TITLE.

(a)The Purchaser shall bear all costs for title examinations, abstracts, surveys, title insurance and any and all other inspections of the title to the Property that the Purchaser may require.

(b) The Seller shall convey such title as the Seller has in and to the Property subject to, and without limitation: (i) any and all provisions of any ordinance, municipal regulation, or public or private law; (ii) any declarations, restrictions, covenants, and easements of record; (iii) any state of facts which an accurate survey or personal inspection of the Property might reveal; and (iv) current property taxes.

4. CLOSING. Subject to the other terms of this Agreement, the closing shall be held at the offices of the Department of Administrative Services, 165 Capitol Avenue, Hartford, Connecticut, unless otherwise agreed, on the date which is sixty (60) days following the State's acquisition of the final Seller Approval (as defined below), or earlier as may be agreed upon between the parties.

5. CLOSING DOCUMENTS. At Closing, Seller shall deliver to Purchaser the following:

(a) A quit claim deed in substantially the same form as Exhibit B attached hereto and made a part hereof (the "Deed");

(b) An affidavit of title with respect to the Property in the form provided by a recognized title insurance company authorized to do business in the State of Connecticut;

(c) An affidavit made under penalty of perjury, to the effect that Seller is not a "foreign person" in the sense of the Internal Revenue Code, Section 1445;

(d) Documents to clear those items of title that Seller has elected to cure, if not earlier provided; and

(e) Such other documents as are reasonably requested by counsel for Purchaser and as necessary to consummate the transaction contemplated by this Agreement; provided the same do not impose upon Seller any obligation or liability not specifically provided for herein.

6. PERSONAL PROPERTY. The Seller shall not be obligated to remove any personal property from the Property; however, Seller reserves the right to remove any and all personal property from the Property prior to Closing. To the extent permitted by all applicable laws and regulations, any personal property at the Property after the Closing shall be deemed abandoned and Purchaser may retain or dispose of such personal property at its discretion.

7. ADJUSTMENTS. All taxes, water charges or other governmental charges and assessments applicable to the Property shall be adjusted at Closing. All charges and expenses for taxes, utilities such as water, sewer, electricity and gas that relate to a period prior to the Closing shall be paid by Seller. All such charges and expenses that relate to a period on and after the Closing shall be paid by Purchaser.

8. SELLER'S CONTINGENCIES. The Seller's obligation to convey the Property to Purchaser is contingent upon Seller obtaining, free from appeal after the expiration of any statutory appeal period, all approvals, rulings, waivers or releases from the Office of Policy and Management, State Properties Review Board, the Legislative Committees of Cognizance, the Office of the Attorney General of the State of Connecticut, and any other agency or board whose approval is required by law (collectively the "Seller Approvals"). If the Property was purchased or improved with proceeds of tax-exempt obligations issued or to be issued by the State, the approval of the Office of the State Treasurer may, if so determined by the State, also be required as a Seller Approval. The Seller shall use its diligent and reasonable efforts to obtain the Seller

Approvals. Upon request of Purchaser, Seller shall provide to the Purchaser copies of pertinent documents filed or received by the Seller in the course of pursuing Seller's Approvals and copies of Seller's Approvals as they are received. Upon Seller's receipt of all Seller's Approvals, Seller shall provide written notice to the Purchaser that this contingency has been satisfied.

If any one required Seller Approval is denied, or if one or more Seller Approvals are obtained with conditions that are materially adverse to the Purchaser as determined by the Seller in its sole discretion, either party may terminate this Agreement upon ten (10) days' prior written notice to the other. Upon such termination, the Seller shall return the Deposit within ten (10) days from receipt of such written notice of termination and all rights and obligations of the parties to each other under this Agreement shall be terminated. Termination pursuant to this subsection shall not be deemed a default.

9. CONDITION OF PROPERTY; INDEMNIFICATION; COMPLIANCE WITH LAWS; DEFINITIONS.

(a) Purchaser shall accept the Property and such improvements in "AS IS" condition without any warranty or reliance upon oral or written representations from the Seller concerning the conditions of the Property or its improvements, including but not limited to, dimensions, soil conditions, groundwater or other environmental conditions, municipal restrictions on use, encumbrances or uses by third parties. The provisions of this Paragraph 10(a) shall survive the Closing.

(b) For a period of forty-five (45) days commencing on the date of this Agreement, Purchaser and the Purchaser's designees shall have reasonable access during normal business hours to the Property from time to time as and when the Purchaser shall reasonably deem necessary for the purpose of making, at the sole cost and expense of the Purchaser, such measurements, surveys, examinations, inspections, tests and analyses of the Property, including without limitation, soil borings, groundwater and other environmental testing ("Inspections") that the Purchaser deems necessary or desirable. Prior to entering the Property, the Purchaser shall (i) deliver or cause to be delivered to Seller from the contractor entering the Property a certificate of insurance, in form and substance reasonably acceptable to the Seller and issued by insurers of recognized responsibility licensed to do business in the State of Connecticut and reasonably satisfactory to the Seller, with respect to the Property, with limits not less than $1,000,000 single event limit on which Seller is named as an additional insured; and (ii) notify the Seller's manager on the Property, to be identified by Seller in writing to Purchaser upon final approval of this Agreement, no less than three (3) days in advance of its intended activities. No such activities may be conducted until the Seller has granted its written approval, which approval will not be unreasonably withheld or delayed, giving due consideration to the safety concerns of the Seller. Purchaser and/or its agents shall conduct such activities in a manner designed not to disturb any lawful occupants of the Property at the time thereof. Upon the completion of such activities, the Purchaser shall promptly restore the Property to a condition substantially similar to its condition prior to the start of such activities; provided, however, that the Purchaser's obligation to restore the Property is in all respects subject to applicable environmental laws and the Purchaser shall not be required to restore the Property, indemnify the Seller, or be liable to the Seller for failing

to restore the Property if restoration would result in a violation of any State or federal law or regulation, unless the violation is directly attributable to the Purchaser's own acts or omissions. In the event any environmental condition or contamination results from Purchaser's activities on the Property, Purchaser shall remediate any such condition or hazard.

(c) Indemnification.

(1) The Purchaser shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, from the negligent acts or omissions of the Purchaser or any of its employees, agents, contractors, or invitees in connection with this Agreement (collectively, the "Acts"); (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with the Claims, the Acts or the Agreement, and (3) any and all liability, loss, costs and expenses, including reasonable attorneys' fees, damages, liens and judgments for personal injury or property damage resulting directly or indirectly from, or occurring during, the Inspections or other activities on the Property by the Purchaser or the Purchaser's designees. The Purchaser shall use counsel reasonably acceptable to the State in carrying out its obligations under this section.

(2) The Purchaser shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.

(3) The Purchaser's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Agreement, without being lessened or compromised in any way, even where the Purchaser is alleged or is found to have merely contributed in part to the Acts .

(4) This section shall survive the termination of the Agreement and shall not be limited by reason of any insurance coverage.

(d) The parties agree to comply with the requirements of Connecticut Transfer Act, C.G.S. § 22a-134 *et seq.*, to the extent applicable.

(e) After the Closing Date, Purchaser shall assume responsibility for compliance with all laws, and regulations, inclusive of environmental regulations, pertaining to the Property and the operation thereof, and shall complete the assessment and Remediation of any contamination discovered on the Property before or after the closing. "Remediation" means to contain, remove or abate pollution, potential sources of pollution and substances in soil or sediment which pose an unacceptable risk to human health or the environment as required by and in compliance with applicable environmental laws, and regulations, inclusive of the Connecticut Remedial Standard Regulations, RCSR §22a-133 K-1 *et seq.* Effective as of the closing, Purchaser also shall assume responsibility for compliance with the Transfer Act, if applicable.

(f) Definitions.

The following terms shall have the following meanings as used in this Agreement:

(1) Claims: all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

(2) Environmental Laws: Any Federal, State or local statute, law, ordinance, code, rule, regulation, order, or decree regulating or relating to the protection of human health or the environment, or imposing liability or standards of conduct concerning any hazardous, toxic or waste, substance, element, compound, mixture or material, as now or at any time hereafter in effect including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. Sec. 9601 et seq., the Superfund Amendments and Reauthorization Act, 42 U.S.C. Secs. 9601 et seq., the Federal Oil Pollution Act of 1990, §§ 2701, et seq., the Federal Toxic Substance Control Act, 15 U.S.C. §§ 6901 et seq., the Federal Hazardous Material Transportation Act, 49 U.S.C. §§ 1801 et seq., the Federal Clean Air Act, 42 U.S.C. § 7401 et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the River and Harbors Act of 1899, 33 U.S.C. §§ 401 et seq., and all rules and regulations of the Environmental Protection Agency, or any other state or federal department, board, or agency, or any other agency or governmental board or entity having jurisdiction over environmental or health and safety matters, as such have been amended.

(3) Hazardous Materials: (i) asbestos or materials containing asbestos, (ii) polychlorinated biphenyls, (iii) radioactive substances, (iv) carcinogens, (v) oil and petroleum products, and (vi) pollutants, wastes, substances, materials, toxins or contaminants identified, defined, regulated or controlled by the Environmental Laws.

10. PURCHASER'S REPRESENTATIONS AND WARRANTIES. The Purchaser represents and warrants with the Seller as follows, such representations and warranties to be true as of the date hereof with the same force and effect as though such representations and warranties had been made as of the Closing Date, and shall survive the Closing:

(a) Seller is duly organized and validly existing under the laws of the State of Connecticut, and has full power and authority to enter into this Agreement and to carry out its contemplated transactions.;

(b) Purchaser shall not bring, treat, create, handle, store or dispose of any Hazardous Materials on the Premises in violation of applicable laws.

(c) The obligations of the Purchaser under this Agreement are valid and legally binding on the Purchaser;

(d) The person executing this Agreement on behalf of the Purchaser is legally authorized to act on behalf of and bind the Purchaser; and

(e) The transactions contemplated by this Agreement are not in violation of, nor prohibited by, the terms of the articles of organization, operating agreement, or any other agreement, license, commitment, oral or written, of the Purchaser.

11. SELLER'S REPRESENTATIONS. The Seller represents to the Purchaser as follows, such representations to be true to the best of the Seller's knowledge as of the date hereof and shall survive the Closing:

(a) Upon receipt of the Seller Approvals, the Seller has full power and authority to carry out the obligations of this Agreement;

(b) Upon receipt of the Seller Approvals, the obligations of the Seller under this Agreement are valid obligations of the Seller and are legally binding on the Seller; and

(c) Upon receipt of the Seller Approvals, the person executing this Agreement on behalf of the Seller is legally authorized to act on behalf of and bind the State.

12. BROKER. Each Party represents that it has involved no real estate agent or broker in this transaction. The Purchaser hereby agrees to indemnify, defend and hold harmless the Seller from any and all liability, loss, cost or expense, including reasonable attorneys' fees, damages, liens or judgments arising from any claim, action or proceeding for commission or other compensation by any broker or agent claiming to have brought about this transaction on behalf of the Purchaser.

13. NOTICES. Notices permitted or required under this Agreement shall be deemed received upon personal delivery, or upon one (1) business day following pick up by overnight courier (provided a receipt for delivery is obtained), or three (3) business days following mailing by certified mail, postage prepaid, return receipt requested to:

SELLER:
State of Connecticut
Department of Administrative Services
165 Capitol Avenue, Room 491
Hartford, CT 06106
Attn: Commissioner

WITH A COPY TO:
State of Connecticut
Department of Administrative Services
165 Capitol Avenue, Room G1
Hartford, CT 06106
Attn: Administrator of Leasing and Property Transfer

PURCHASER:
Thames River Landing, LLC
276 Main Street
Farmington, CT 06032

WITH A COPY TO:

Any address or name specified above may be changed by a notice given to the addressee by the other party in accordance with this Section. The inability to deliver because of a changed address of which no notice was given or rejection or other refusal to accept any notice shall be deemed to be the receipt of this notice as of the date of such inability to deliver or rejection or refusal to accept.

14. DEFAULT.

(a) In the event of a default by the Purchaser of its obligations under this Agreement, Seller shall notify Purchaser in writing of the nature of the default. Purchaser shall have fifteen (15) days from receipt of such notice to cure the default or make reasonable provisions to cure such default if such cure cannot be completed within the fifteen (15) day period, provided that the time period for such cure shall not exceed thirty (30) days from the receipt of such notice. In the event Purchaser fails to cure the default, Seller shall have the right to terminate this Agreement with written notice to Purchaser. Seller, at its sole option, may either retain the Deposit as liquidated damages for the default, in which event this Agreement shall terminate and neither of the parties shall have any further rights against the other, or the Seller may seek whatever remedy may be available to the Seller, excluding however, the right to specific performance.

(b) In the event of a default by Seller of its obligations under this Agreement, Purchaser shall notify Seller in writing of the nature of the default. Seller shall have fifteen (15) days from receipt of such notice to cure the default or make reasonable provisions to cure such default if such cure cannot be completed within the fifteen (15) day period, provided that the time period for such cure shall not exceed thirty (30) days from the receipt of such notice. In the event Seller fails to cure the default, Purchaser shall have the right to terminate this Agreement by giving written notice to the Seller of such termination, in which event the Seller shall return the Deposit to the Purchaser within ten (10) days of receipt of such notice of termination and all obligations of the parties shall be terminated,.

15. RISK OF LOSS. Risk of loss or damage to the Property or any portion thereof by fire or other casualty until the time of the delivery of the Deed as provided in this Agreement is assumed by and shall remain with the Seller. Notwithstanding, Seller shall not have any obligation or liability, except at the Seller's option, for the repair or replacement of any such loss or damage to the Property. In the event that the Seller does not elect to repair or replace, or fails to repair or replace within ninety (90) days following any such loss, damage or casualty, the Purchaser, at its sole discretion, may (a) opt to waive the casualty and close on the Property or (b) declare this Agreement void, thereupon which the Seller shall return the Deposit. Upon receipt of the Deposit, further claims and obligations between the parties hereto by reason of this Agreement shall be deemed released and discharged.

16. CONDEMNATION.

(a) Prior to the Closing, the Seller shall promptly notify the Purchaser in the event that all or any portion of the Property is or is threatened to be taken by any federal authority

under the power of eminent domain or condemnation, which notice shall include copies of any notices or other documents related to such taking.

(b) In the event of a taking as referred to in subsection (a), the Purchaser shall either (i) elect to rescind this Agreement, whereupon all obligations of the parties to each other shall terminate and the Seller shall return the Deposit within ten (10) days, or (ii) accept a conveyance of the Property pursuant to the provisions of this Agreement, subject, however, to the condemnation claim, in which event the Purchaser shall pay the full Purchase Price and the Seller shall assign the Seller's right to such condemnation claim to the Purchaser (except that if the Seller has received the proceeds of the condemnation prior to Closing, the amount of the award received by the Seller shall be reflected as a credit in favor of Purchaser against the Purchase Price).

17. DRAFTING ROLES. The parties agree that each has played a material role in the negotiation and drafting of this Agreement, and that the document shall not be construed against any party merely because of that party's role in the drafting thereof.

18. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute but one and the same agreement.

19. FORUM AND CHOICE OF LAW. The parties deem the Agreement to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Purchaser waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

20. NO RECORDING. It is agreed between the parties that the neither party shall record this Agreement, or notice of same, on the Land Records of the City of Norwich. Should the Purchaser for any reason record this Agreement, then the Purchaser shall be deemed hereby to have appointed the Seller its attorney-in-fact to file a release of said recorded instrument and it is hereby agreed that upon the recording of any such release by the Seller, any recording of this Agreement by the Purchaser shall not constitute an encumbrance or cloud on title in any respect whatsoever. The Purchaser shall reimburse the Seller for all reasonable costs incurred by the Seller to obtain such release.

21. COOPERATION. Upon the Purchaser's request and at no cost to the Seller, the Seller agrees to execute and deliver to the Purchaser such additional instruments, certificates and

documents as the Purchaser may reasonably require, whether or not after the Closing Date, in order to provide the Purchaser with the rights and benefits to which the Purchaser is entitled under this Agreement. The Seller shall execute at no cost to the Seller, as owner of record of the Property, whatever applications the Purchaser may reasonably request in order to obtain all of the licenses, permits, and approvals necessary for the intended use of the Property. Nothing in this provision shall obligate Seller to accept or undertake obligations or liabilities not expressly set forth in this Agreement.

22. ENTIRE AGREEMENT. This Agreement, including all exhibits hereto, constitutes the entire understanding between the parties with respect to the Property and no oral statements, representations, promises or understanding not set forth in this Agreement shall bind the parties unless reduced to writing and signed by both parties. This Agreement shall supersede all prior written agreements between the parties and their predecessors. No changes, amendments, or modifications of any of the terms or conditions of this Agreement shall be valid unless reduced to writing, signed by both parties, and approved by the Office of the Attorney General of the State of Connecticut.

23. ASSIGNMENT. The Purchaser may not assign its interest in this Agreement without the prior written consent of the Seller, which consent may be withheld in Seller's sole discretion.

24. GOVERNOR'S EXECUTIVE ORDERS. This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Agreement as if they had been fully set forth in it. The Agreement may also be subject to the applicable parts of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Purchaser's request, the Seller shall provide a copy of these orders to the Purchaser.

25. SOVEREIGN IMMUNITY. The parties acknowledge and agree that nothing in the Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Agreement. To the extent that this section conflicts with any other section, this section shall govern.

26. WAIVERS; EXTENSIONS. No waiver of any breach of any provision of this Agreement will be considered a waiver of any preceding or succeeding breach of such provision or of any other provision of this Agreement. No extension of time for the performance of any

obligation or act will be considered an extension of time for the performance of any other obligation or act.

27. BINDING EFFECT; NO THIRD PARTY BENEFIT. This Agreement will bind and inure to the benefit of the parties and their respective successors and assigns. The parties and their respective successors and assigns are the sole beneficiaries of this Agreement and nothing contained in this Agreement is intended to confer any benefit or rights upon any person who is not a party (as used herein, any reference to Seller or the State shall be construed to include any governmental agency of the State of Connecticut).

28. CALCULATION OF TIME. Unless otherwise specified elsewhere in this Agreement, a period of time stated as a number of days shall be construed to mean calendar days; provided, however, that when any period of time, so stated would end upon a Saturday, Sunday or State or federal legal holiday, such period will be considered to end upon the next day following which is not a Saturday, Sunday or state or federal legal holiday. "State," for the purpose of this Section, means the State of Connecticut.

29. CAPTIONS. The captions herein are solely for the convenience of the parties and shall have no meaning or effect in construing this Agreement.

30. INSTRUMENT NOT AN OFFER. This instrument shall not be deemed an offer to sell the Property or to convey title thereto and shall be of no force and effect of any kind until it has been duly executed by all parties and all applicable authorization as required by the Connecticut General Statutes have been obtained.

31. ADDITIONAL PROVISIONS. The Agreement is subject to the non-discrimination provisions set forth in Exhibit C attached hereto and made a part hereof.

32. STATE CONTRACTS. For all State contracts, defined in Conn. Gen. Stat. §9-612(g)(1) as having a value in a calendar year of $50,000 or more, or a combination or series of such agreements or contracts having a calendar year value of $100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached as Exhibit D.

33. RIGHTS AND REMEDIES CUMULATIVE. The rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by it, at the same or different times, or any other such remedies for the same default or breach by the other party, shall not be a waiver of its other remedies.

34. SEVERABILITY. If any court shall hold a provision or provisions of this Agreement to be invalid, the remainder of this Agreement shall not be thereby affected if the Agreement can be effectively accomplished pursuant to the remaining provisions.

[REMAINDER OF THIS PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Signed in the
presence of:

Name: Mary Taylor

Name: Eugenie Williams

THAMES RIVER LANDING, LLC
By: Society Financial Corporation,
Its Managing Member

By: _____
Ronald A. Shelton, President

STATE OF CONNECTICUT

Name: Erin O'Brien Cloquette

Name: SANDRA GUERRA

By: _____ 3/18/13
Donald J. DeFronzo
Its Commissioner of Administrative Services

STATE OF CONNECTICUT)
)
COUNTY OF HARTFORD) ss: Farmington

On this the 19th day of February, 2013, before me, the undersigned officer, personally appeared Ronald A. Shelton, known to me (or satisfactorily proven) to be the President of Society Financial Corporation, the Managing Member of Thames River Landing, LLC ("Company"), whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes and consideration therein expressed in the capacity as therein stated as his free act and deed and that of the Company.

In Witness Whereof I hereunto set my hand.

Thomas C. Jerram
Notary Public
My Commission Expires: August 31, 2017

STATE OF CONNECTICUT)
)
COUNTY OF HARTFORD) ss: Hartford

On this the 13th day of March, 2013, before me, the undersigned officer, personally appeared Donald J. DeFronzo, Commissioner of the State of Connecticut Department of Administrative Services, known to me to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity as therein stated and for the purposes therein contained as his free act and deed.

In Witness Whereof I hereunto set my hand.

Erin O.B. Choquette
Commissioner of the Superior Court
Juris No. 414628

Approved:
STATE PROPERTIES REVIEW BOARD

By:_____ Date signed: 6/13/2013
Edwin S. Greenberg
Its Chairman

Approved:
OFFICE OF POLICY AND MANAGEMENT

By:_____ Date signed: 4/29/13
Benjamin Barnes
Its Secretary

Approved:
FINANCE, REVENUE AND BONDING COMMITTEE

By:_____ Date signed: _____

Its Senate Chair

Approved:
FINANCE, REVENUE AND BONDING COMMITTEE

By:_____ Date signed: _____

Its House Chair

Approved:
GOVERNMENT ADMINISTRATION AND ELECTIONS COMMITTEE

By:_____ Date signed: _____

Its Senate Chair

Approved:
GOVERNMENT ADMINISTRATION AND ELECTIONS COMMITTEE

By:_____ Date signed: _____

Its House Chair

Approved:
OFFICE OF THE ATTORNEY GENERAL

By:_____ Date signed: _____
Joseph Rubin
Its Associate Attorney General

EXHIBIT A

PROPERTY LEGAL DESCRIPTION – PARCEL 2

ALL THAT CERTAIN PARCEL OF LAND WITH BUILIDINGS AND IMPROVEMENTS LOCATED THEREON SITUATED ON THE EASTERLY SIDE OF LAUREL HILL ROAD IN THE TOWNS OF NORWICH AND PRESTON, COUNTY OF NEW LONDON AND STATE OF CONNECTICUT, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF LAUREL HILL ROAD, WHICH POINT IS LOCATED AT THE SOUTHWESTERLY CORNER OF LAND NOW OR FORMERLY OF JOSEPH A. AND JULIA M. CARANO AND WHICH POINT MARKS THE NORTHWESTERLY CORNER OF THE HEREIN DESCRIBED PARCEL, THE LINES RUNS;

THENCE N 89'-54'-45" E ALONG LAND NOW OR FORMERLY OF STATE OF CONNECTICUT, A DISTANCE OF 550.00' TO A POINT;

THENCE N 03'-47'-27" E ALONG LAND NOW OR FORMERLY OF STATE OF CONNECTICUT, A DISTANCE OF 100.01' TO A POINT;

THENCE N 03'-49'-21" E ALONG LAND NOW OR FORMERLY OF JOSEPH A. AND JULIA M. CARANO A DISTANCE OF 99.53' TO A POINT;

THENCE N 89'-50'-45" E ALONG LAND NOW OR FORMERLY OF HECTOR R. BAILLARGEON, A DISTANCE OF 119.90' TO A POINT;

THENCE N 04'-45'-18" E ALONG LAND NOW OR FORMERLY OF HECTOR R. BAILLARGEON, A DISTANCE OF 132.35' TO A POINT;

THENCE N 81'-58'-54" E ALONG LAND NOW OR FORMERLY OF LORETTA A. BROWN, A DISTANCE OF 402.00' TO A POINT;

THENCE N 79'-38'-47" E ALONG LAND NOW OR FORMERLY OF MICHAEL W. PIERSON, A DISTANCE OF 362.24' TO A POINT;

THENCE S 06'-11'-31" W ALONG THE NORWICH-PRESTON TOWN LINE, A DISTANCE OF 538.60' TO A POINT;

THENCE N 87'-45'-20" W ALONG LAND NOW OR FORMERLY OF MICHAEL W. PIERSON, A DISTANCE OF 126.60' TO A POINT;

THENCE N 83'-36'-31" W ALONG LAND NOW OR FORMERLY OF MICHAEL W. PIERSON, A DISTANCE OF 81.76' TO A POINT;

THENCE S 85'-15'-42" W ALONG LAND NOW OR FORMERLY OF MICHAEL W. PIERSON, A DISTANCE OF 143.08' TO A POINT;

THENCE S 09'-12'-49" E ALONG LAND NOW OR FORMERLY OF MICHAEL W. PIERSON, A DISTANCE OF 343.70' TO A POINT;

PROPERTY LEGAL DESCRIPTION – PARCEL 2
continued

THENCE N 73'-40'-02" E ALONG LAND NOW OR FORMERLY OF MICHAEL W. PIERSON, A DISTANCE OF 116.99' TO A POINT;

THENCE S 44'-15'-55" E ALONG LAND NOW OR FORMERLY OF MICHAEL W. PIERSON, A DISTANCE OF 41.01' TO A POINT;

THENCE S 60'-53'-28" E ALONG LAND NOW OR FORMERLY OF MICHAEL W. PIERSON, A DISTANCE OF 65.36' TO A POINT;

THENCE S 78'-02'-01" E ALONG LAND NOW OR FORMERLY OF MICHAEL W. PIERSON, A DISTANCE OF 25.98' TO A POINT;

THENCE N 66'-39'-36" E ALONG LAND NOW OR FORMERLY OF MICHAEL W. PIERSON, A DISTANCE OF 36.20' TO A POINT;

THENCE S 06'-11'-31" W ALONG THE NORWICH-PRESTON TOWN LINE, A DISTANCE OF 1516.66' TO A POINT;

THENCE S 74'-52'-10" W ALONG THE NORWICH-PRESTON TOWN LINE TO A POINT ALONG THE EASTERLY LINE OF LAUREL HILL ROAD (CONN. ROUTE 12), A DISTANCE OF 109.55' TO A POINT;

THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1378.37'AND A DELTA ANGLE OF 13'-23'-43", ALONG THE EASTERLY HIGHWAY LINE OF LAUREL HILL ROAD AKA ROUTE 12, AN ARC DISTANCE OF 322.25' TO A POINT;

THENCE N 22'-19'-51" W ALONG THE EASTERLY HIGHWAY LINE OF LAUREL HILL ROAD AKA ROUTE 12, A DISTANCE OF 376.64' TO A POINT;

THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 995.37' AND A DELTA ANGLE OF 16'-32'-39", ALONG THE EASTERLY HIGHWAY LINE OF LAUREL HILL ROAD AKA ROUTE 12, AN ARC DISTANCE OF 287.41' TO A POINT;

THENCE N 13'-42'-55" E ALONG THE EASTERLY HIGHWAY LINE OF LAUREL HILL ROAD AKA ROUTE 12, A DISTANCE OF 29.89' TO A POINT;

THENCE N 67'-03'-23" W ALONG THE EASTERLY HIGHWAY LINE OF LAUREL HILL ROAD AKA ROUTE 12, A DISTANCE OF 55.12' TO A POINT;

THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 995.37' AND A DELTA ANGLE OF 12'-39'-58", ALONG THE EASTERLY HIGHWAY LINE OF LAUREL HILL ROAD AKA ROUTE 12, AN ARC DISTANCE OF 220.04' TO A POINT;

THENCE N 55'-14'-50" W ALONG THE EASTERLY HIGHWAY LINE OF LAUREL HILL ROAD AKA ROUTE 12, A DISTANCE OF 82.96' TO A POINT;

PROPERTY LEGAL DESCRIPTION – PARCEL 2
continued

THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 760.00' AND A DELTA ANGLE OF 06'-16'-05", ALONG THE EASTERLY HIGHWAY LINE OF LAUREL HILL ROAD AKA ROUTE 12, AN ARC DISTANCE OF 83.14' TO A POINT;

THENCE N 40'-58'-47" E ALONG THE EASTERLY HIGHWAY LINE OF LAUREL HILL ROAD AKA ROUTE 12, A DISTANCE OF 20.00' TO A POINT;

THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 740.00' AND A DELTA ANGLE OF 28'-40'-46", ALONG THE EASTERLY HIGHWAY LINE OF LAUREL HILL ROAD AKA ROUTE 12, AN ARC DISTANCE OF 370.41' TO A POINT;

THENCE S 69'-31'-42" W ALONG THE EASTERLY HIGHWAY LINE OF LAUREL HILL ROAD AKA ROUTE 12, A DISTANCE OF 19.96' TO A POINT;

THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 760.00' AND A DELTA ANGLE OF 05'-02'-21", ALONG THE EASTERLY HIGHWAY LINE OF LAUREL HILL ROAD AKA ROUTE 12, AN ARC DISTANCE OF 66.84' TO A POINT;

THENCE N 09'-00'-29" W ALONG THE EASTERLY HIGHWAY LINE OF LAUREL HILL ROAD AKA ROUTE 12, A DISTANCE OF 288.11' TO A POINT;

THENCE N 05'-30'-57" W ALONG THE EASTERLY HIGHWAY LINE OF LAUREL HILL ROAD AKA ROUTE 12, A DISTANCE OF 149.72' TO THE POINT OR PLACE OF BEGINNING; SAID PARCEL CONTAINS 40.95 ACRES OF LAND BY COMPUTATION.

PROPERTY LEGAL DESCRIPTION – PARCEL 6

ALL THAT CERTAIN PARCEL OF LAND WITH BUILIDINGS AND IMPROVEMENTS LOCATED THEREON SITUATED ON THE WESTERLY SIDE OF LAUREL HILL ROAD IN THE TOWN OF NORWICH, COUNTY OF NEW LONDON AND STATE OF CONNECTICUT, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF LAUREL HILL ROAD, WHICH POINT IS LOCATED AT THE SOUTHEASTERLY CORNER OF LAND NOW OR FORMERLY OF MTIC ACQUISITIONS LLC AND WHICH POINT MARKS THE NORTHEASTERLY CORNER OF THE HEREIN DESCRIBED PARCEL, THE LINE RUNS;

THENCE S 22'-17'-37" E ALONG THE WESTERLY LINE OF LAUREL HILL ROAD (CONN. ROUTE 12), A DISTANCE OF 199.41' TO A POINT;

THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 1458.37', DELTA ANGLE OF 12'-08'-58", ALONG THE WESTERLY LINE OF LAUREL HILL ROAD (CONN. ROUTE 12), AN ARC DISTANCE OF 301.26' TO A POINT;

THENCE S 75'-22'-18" W ALONG THE NORWICH-PRESTON TOWN LINE AND OTHER LAND NOW OR FORMERLY OF STATE OF CONNECTICUT, A DISTANCE OF 795.00' TO A POINT;

PROPERTY LEGAL DESCRIPTION – PARCEL 6

continued

THENCE N 21'-06'-09" W ALONG LAND NOW OR FORMERLY OF MTIC ACQUISITIONS LLC, A DISTANCE OF 488.92' TO A POINT;

THENCE N 73'-13'-51" E ALONG LAND NOW OR FORMERLY OF MTIC ACQUISITIONS LCC, A DISTANCE OF 420' TO A POINT;

THENCE N 76'-03'-51" E ALONG LAND NOW OR FORMERLY OF MTIC ACQUISITIONS LLC, A DISTANCE OF 330.61' TO THE POINT OR PLACE OF BEGINNING; SAID PARCEL CONTAINS 8.70 ACRES OF LAND BY COMPUTATION.

EXHIBIT B

QUIT CLAIM DEED

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING:

KNOW YE, THAT IT, THE STATE OF CONNECTICUT ("Grantor"), acting herein by Denise L. Nappier, its Treasurer, duly authorized, pursuant to Section 4b-21 of the Connecticut General Statutes, for good and valuable consideration received to its full satisfaction, does by these presents, for itself and its successors and assigns, justly and absolutely grant, remise, release and forever QUIT CLAIM unto THAMES RIVER LANDING, LLC, a Connecticut LIMITED LIABILITY COMPANY ("Grantee"), its successors and assigns forever, all such right and title as it, the said Grantor, has in or to that certain piece or parcel of land commonly referred to as Norwich Hospital Campus (49.65 acres) on Laurel Hill Road (State Route 12), located in the City of Norwich, County of New London, State of Connecticut, and as more particularly bounded and described in Exhibit A attached hereto and made a part hereof (the "Property").

TO HAVE AND TO HOLD, the Property unto it, the Grantee, its successors and assigns, to the only use and behoof of it, its successors and assigns forever, so that neither it the Grantor, nor any person or persons in its name and behalf, shall or will hereafter claim or demand any right or title to the Property or any part thereof, but they and any one of them shall by these present be excluded and forever barred.

IN WITNESS WHEREOF, the said Grantor, acting herein by its said Treasurer, duly authorized, has hereunto set its hand this ____ day of _____, 20___.

Signed in the presence of:

WITNESSES:

_____
Name

_____
Name

GRANTOR:

STATE OF CONNECTICUT

By:_____
Denise L. Nappier
Its Treasurer
Duly Authorized

STATE OF CONNECTICUT)
) ss. Hartford _____, 20___
COUNTY OF HARTFORD)

Before me, the undersigned officer, personally appeared, Denise L. Nappier, Treasurer, of the State of Connecticut, known to me to be the person described in the foregoing instrument, and acknowledged that she executed the same in the capacity therein stated and for the purposes therein contained as her free act and deed.

_____
Commissioner of the Superior Court/
Notary Public

Approved:
Office of the Attorney General

By:_____ Date signed:_____
Joseph Rubin
Its Associate Attorney General

PROPERTY LEGAL DESCRIPTION – PARCEL 2

ALL THAT CERTAIN PARCEL OF LAND WITH BUILDINGS AND IMPROVEMENTS LOCATED THEREON SITUATED ON THE EASTERLY SIDE OF LAUREL HILL ROAD IN THE TOWNS OF NORWICH AND PRESTON, COUNTY OF NEW LONDON AND STATE OF CONNECTICUT, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

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PROPERTY LEGAL DESCRIPTION – PARCEL 2
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THENCE N 73'-13'-51" E ALONG LAND NOW OR FORMERLY OF MTIC ACQUISITIONS LCC, A DISTANCE OF 420' TO A POINT;

THENCE N 76'-03'-51" E ALONG LAND NOW OR FORMERLY OF MTIC ACQUISITIONS LLC, A DISTANCE OF 330.61' TO THE POINT OR PLACE OF BEGINNING; SAID PARCEL CONTAINS 8.70 ACRES OF LAND BY COMPUTATION.

EXHIBIT C

NON-DISCRIMINATION PROVISIONS

(a) For purposes of this Section, the following terms are defined as follows:

i. "Commission" means the Commission on Human Rights and Opportunities;
ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
vi. "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;
vii. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
ix. "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: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
x. "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.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b) (1) 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, gender identity or expression, mental retardation, mental disability 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; and 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, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor 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 Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor'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 Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

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

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

(g) (1) 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 the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor 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 Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

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

EXHIBIT D

Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract* or *state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly** *solicit* contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor* or *principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to $2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these

prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to $2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than $5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."

DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or

prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract,* (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii)

an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.