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12:16 p.m.

DECLARATION

CONDOMINIUM

Connecticut Hangars, LLC., a Connecticut corporation having a principal place of business at c/o Bohonnon Law Firm, 205 Church Street, Suite 506, New Haven, Connecticut (hereinafter referred as to "Declarant") does hereby declare:

ARTICLE I

Submission of Property

Declarant submits the Leasehold Property and the Improvements thereon situated in the City of Hartford, Connecticut, to the provisions of the Common Interest Ownership Act (Chapter 828 of the Connecticut General Statutes), for the purpose of creating a Leasehold Common Interest Community to be known as Connecticut T-Hangar Condominium, a leasehold condominium.

ARTICLE II

Definitions

In the Documents, the following words and phrases shall have the following meanings:

Section 2.1 Act. The Common Interest Ownership Act (Chapter 828 of the Connecticut General Statutes), as it may be amended from time to time.

Section 2.2 Allocated Interests. The undivided interest in the Common Elements, the Common Expense liability, and votes in the Association, allocated to the Units in the Condominium. The Allocated Interests are described in Article IX of the Declaration and shown on Schedule D.

Section 2.3 Association. CT Hangar Association, Inc., a non-stock corporation organized under the laws of the State of Connecticut. It is the Association of Unit Owners organized pursuant to Section 47-243 of the Act.

Section 2.4 Bylaws. The Bylaws of the Association, as they may be amended from time to time.

Section 2.5 Common Elements. All portions of the Condominium other than the Units, including the Leasehold Property.

Section 2.6 Common Expenses.

(a) Expenses of administration, maintenance, repair or replacement of the Common Elements;

(b) Expenses declared to be Common Expenses by the Documents or by the Act;

(c) Expenses agreed upon as Common Expenses by the Association;

(d) All payments by the Lessee provided for under the Lease;

(c) Reasonable reserves, whether held in trust or by the Association, for repair, replacement or addition to the Common Elements or any other real or personal property acquired or held by the Association.

Section 2.7 Common Interest Community - Condominium. The Common Interest Community is a leasehold condominium, known as Connecticut T-Hangar Condominium, a leasehold condominium, located in Hartford, Connecticut.

Section 2.8 Declarant. The Connecticut Hangars, LLC., a Connecticut Limited Liability Company having a place of business at: c/o Bohonnon Law Firm, 205 Church Street, Suite 506, New Haven, CT 06510.

Section 2.9 Declaration. This document, including any amendments.

Section 2.10 Development Rights. The rights reserved by a Declarant to add real property to the Condominium, to create units, common elements and limited common elements within the Condominium and to subdivide units or convert units into common elements, all as more fully set forth in Article VIII hereof.

Section 2.11 Director. A member of the Executive Board.

Section 2.12 Documents. The Declaration, Survey and Plans recorded and filed pursuant to the provisions of the Act, and the Bylaws and the Rules, as they may be amended from time to time. Any exhibit, schedule or certification accompanying, appended to or referred to in a Document is a part of that Document.

Section 2.13 Eligible Mortgagee. A mortgagee given certain rights to receive notice, approve amendments and take the actions provided in Article XVIII of the Declaration.

Section 2.14 Executive Board. The Board of Directors of the Association elected pursuant to the Bylaws.

Section 2.15 Improvements. All improvements existing or to be constructed on the Leasehold Property included in the Condominium, including, but not limited to, buildings, paving, utility wires, pipes and light poles.

Section 2.16 Lease. A lease dated December 19, 2003 by and between the State of Connecticut, as lessor, and the Declarant, as lessee, for the Leasehold Property upon which the Improvements shall exist, for a lease term of thirty (30) years and two (2) five (5) year renewal options commencing on August 9, 2001. Said Lease and the assignment thereof by the Declarant to the Association for the benefit of all Unit Owners is attached hereto as Schedule F.

Section 2.17 Leasehold Common Interest Community. A common interest community in which all or a portion of the real property is subject to a lease, the expiration or termination of which will terminate the common interest community. Connecticut THangar Condominium is a leasehold Common Interest Community, and this Declaration is subordinate to and subject to the terms and conditions of the Lease.

Section 2.18 Leasehold Property. The land leased to the Declarant under the Lease and upon which the Improvements of the Condominium shall exist, said land being bounded and described on Schedule A attached hereto.

Section 2.19 Lessee. The Declarant, as lessee of the Leasehold Property upon which the Improvements of the Condominium shall exist, known as the Tenant in the Lease.

Section 2.20 Lessor. The State of Connecticut as lessor of the Leasehold Property upon which the Improvements of the Condominium shall exist, known as the Landlord in the Lease.

Section 2.21 Limited Common Elements. A portion of the Common Elements allocated by the Declaration or by the operation of Subsection (2) or (4) of Section 47-221 of the Act for the exclusive use of one or more but fewer than all of the Units. The Limited Common Elements in this Condominium are described in Article VI of the Declaration.

Section 2.22 Notice and Comment. The right of a Unit Owner to receive notice of an action proposed to be taken by or on behalf of the Association and the right to comment thereon. The procedures for Notice and Comment are set forth in Section 24.1 of the Declaration.

Section 2.23 Notice and Hearing. The right of a Unit Owner to receive notice of an action proposed to be taken by the Association and the right to be heard thereon. The procedures for Notice and Hearing are set forth in Section 24.2 of the Declaration.

Section 2.24 Person. An individual, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency or other legal or commercial entity.

Section 2.25 Plans. The plans entitled "Schedule C to a Declaration for Connecticut T-Hangar Condominium, A Leasehold Condominium, Hartford , Connecticut," delineating the boundaries of the Units, dated May 21, 2001, prepared by Chandea P. Nangia, filed with the Declaration as Schedule C, as it may be amended from time to time.

Section 2.26 Property. The land upon which the Improvements of the Condominium shall exist which have been submitted to the provisions of the Act by this Declaration, said land being bounded and described on Schedule A attached hereto.

Section 2.27 Rules. Rules for the use of Units and Common Elements and for the conduct of persons within the Condominium, adopted by the Executive Board pursuant to the Bylaws.

Section 2.28 Security Interest. An interest in real property or personal property, created by contract or conveyance, which secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in an Association, and any other consensual lien or title retention contract intended as security for an obligation.

Section 2.29 Special Declarant Rights. Rights reserved for the benefit of the Declarant to complete improvements indicated on the Survey and Plans; to exercise any Development Rights; to maintain sales offices, management offices, signs advertising the Common Interest Community and models; to use easements through the Common Elements for the purpose of making improvements within the Common Interest Community; and to appoint or remove any officer of the Association or any master association or any Executive Board member during any period of Declarant control.

Section 2.30 Survey. The survey entitled "Schedule B to a Declaration for Connecticut Hangars Inc., A Leasehold Condominium, Hartford, Connecticut," dated May 10, 2004 Scale 1" = 40', prepared by Megson & Heagle, filed with the Declaration as Schedule B, as it may be amended from time to time in accordance with the terms of Articles XV and XVIII.

Section 2.31 Unit. A physical portion of the Condominium designated for separate ownership or occupancy, the boundaries of which are described in Section 5.3 of the Declaration.

Section 2.32 Unit Owner. The Declarant or other person who owns a Unit, but does not include a person having an interest in a Unit solely as security for an obligation. The Declarant is the initial owner of any Unit created by this Declaration.

Section 2.33 Additional Definitions. Reference is made to Section 47-202 of the Act for additional definitions not expressly set forth in this Article II.

ARTICLE III

Name and type of Common Interest Community and Association

Section 3.1 Common Interest Community. The name of the Common Interest Community is Connecticut T-Hangar Condominium, a Condominium.

Section 3.2 Association. The name of the Association is CT Hangar Association, Inc., a nonstock Connecticut corporation.

ARTICLE IV

Description of Land

The Condominium is situated in the City of Hartford, Connecticut and is located on Leasehold Property described in Schedule A.

ARTICLE V

Maximum Number of Units; Identification and Boundaries

Section 5.1 Number of Units. The Condominium contains thirty-four (34) Units. The Declarant may subdivide any Unit which it owns pursuant to its Development Rights as set forth in Article VIII. The maximum number of Units that the Declarant reserves the right to create is set forth in Section 8.1 herein.

Section 5.2 Identification of Units. All Units have an identifying number and are shown on the Plans.

Section 5.3 Boundaries. Boundaries of each Unit created by this Declaration are located as shown on the Survey and Plans and are more particularly described as follows:

(a) Interior unfinished surfaces of walls, floors, windows, exterior doors and ceilings are designated as boundaries of a Unit. All lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the finished surfaces thereof are a part of the Unit, and all other portions of the walls, floors, windows, exterior doors and ceilings are a part of the Common Elements.

(b) Inclusions: Each Unit shall include the spaces and Improvements lying within the boundaries described in Subsection 5.3(a) above, and shall also include any pipes,

wires, ducts and conduits situated in the perimeter walls of the Unit serving only that Unit.

(c) Exclusions: Except when specifically included by other provisions of Section 5.3, the following are excluded from each Unit: The spaces and Improvements lying outside of the boundaries described in Subsection 5.3(a) above; and all chutes, pipes, flues, ducts, wires, conduits and other facilities running through any interior wall or partition for the purpose of furnishing utility and similar services to the Units or Common Elements or both.

(d) Inconsistency with Survey and Plans: If this definition is inconsistent with the Survey and Plans, then this definition shall control.

ARTICLE VI

Limited Common Elements

Section 6.1 Limited Common Elements. The following portions of the Common Elements are Limited Common Elements assigned to the Units as stated:

(a) If any chute, flue, duct, wire, conduit, bearing wall, bearing column or any other fixture (including mechanical equipment) lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Element allocated solely to that Unit, and any portion thereof serving more than one Unit or any portion of the Common Elements is a part of the Common Elements.

(b) Any shutters, awnings, doorsteps, stoops, and all exterior doors and windows or other fixtures (including mechanical equipment) designed to serve a single Unit, but located outside of the Unit's boundaries, are Limited Common Elements allocated exclusively to that Unit.

As to each of the foregoing, a right of use is reserved as an appurtenance to the particular Unit or Units as described above. The fee ownership of the Limited Common Elements, however, is vested in all of the Unit Owners.

ARTICLE VII

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ARTICLE VIII

Development Rights and Special Declarant Rights

Section 8.1 Reservation of Development Rights. The Declarant reserves the Development Rights: to (A) add real property to the Condominium; (B) create Units, Common Elements, or Limited Common Elements within the Condominium; or (C) subdivide Units or convert Units owned by the Declarant into Common Elements at any time during the term of the Lease. No assurances are made regarding the fixing of boundaries or the order in which any Unit may be subdivided by the Declarant. If any Development Right is exercised with respect to any Unit, the Development Right need not be exercised as to any other Unit. Declarant reserves the right to create up to thirty-eight (38) additional Units. Upon exercise of any Development Right, the Declarant shall reallocate the percentages and votes shown on Schedule D in accordance with equitable standards.

Section 8.2 Special Declarant Rights. The Declarant reserves the Special Declarant Rights, as set forth in Article II, to the maximum extent permitted by law, which may be exercised, where applicable, anywhere within the Condominium, at any time during the term of the Lease.

Section 8.3 Construction; Declarant's Easement. The Declarant reserves the right to perform warranty work and repairs and construction work and to store materials in secure areas in Units and Common Elements and the further right to control all such work and repairs and the right of access thereto until its completion. All work may be performed by the Declarant without the consent or approval of the Executive Board. The Declarant has such an easement through the Common Elements as may be reasonably necessary for the purpose of discharging the Declarant's obligations or exercising Special Declarant Rights, whether arising under the Act or reserved in the Declaration.

Section 8.4 Declarant's Personal Property. The Declarant reserves the right to retain all personal property and equipment used in sales, management, construction and maintenance of the premises that has not been represented as property of the Association. The Declarant reserves the right to remove (promptly after the sale of the last Unit) from the Property any and all goods and Improvements used in development, marketing and construction, whether or not they have become fixtures.

Section 8.5 Declarant Control of the Association.

(a) Subject to Subsection (b): There shall be a period of Declarant control of the Association, during which the Declarant, or persons designated by it, may appoint and remove the officers and members of the Executive Board. The period of Declarant control terminates no later than the earlier of: (i) sixty (60) days after conveyance of two-thirds of the Units to Unit Owners other than a Declarant; or (ii) two (2) years after Declarant has ceased to offer Units for sale in the ordinary course of business. A Declarant may voluntarily surrender the right to appoint

and remove officers and members of the Executive Board before termination of that period, but in that event the Declarant may require, for the duration of the period of Declarant control, that specified actions of the Association or Executive Board as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.

(b) Not later than sixty (60) days after conveyance of one-third (1/3) of the Units to Unit Owners other than a Declarant, at least one member and not less than one-third (1/3) of the members of the Executive Board shall be elected by Unit Owners other than the Declarant.

(c) Except as otherwise provided in Subsection 8.5(b), not later than the termination of any period of Declarant control, the Unit Owners shall elect an Executive Board of at least three (3) members, at least a majority of whom shall be Unit Owners. The Executive Board shall elect the officers. The Executive Board members and officers shall take office upon election.

(d) Notwithstanding any provision of the Declaration or Bylaws to the contrary, the Unit Owners, by a two-third (2/3) vote of all persons present and entitled to vote at any meeting of the Unit Owners at which a quorum is present, may remove any member of the Executive Board with or without cause, other than a member appointed by the Declarant.

Section 8.6 Limitations on Special Declarant Rights. Unless sooner terminated by a recorded instrument executed by the Declarant, any Special Declarant Right may be exercised by the Declarant at any time during the term of the Lease.

Section 8.7 Right to Lease. Whenever the Declarant is the owner of any Unit, Declarant reserves the right to lease each such Unit, from time to time, under such terms as it deems appropriate.

Section 8.8 Interference with Special Declarant Rights. Neither the Association nor any Unit Owner may take any action or adopt any rule that will interfere with or diminish any Special Declarant Right without the prior written consent of the Declarant.

ARTICLE IX

Allocated Interests

Section 9.1 Allocation of Interests. The table identifying each Unit and its allocated interest is attached as Schedule D. These interests have been allocated under the terms set out in this Article IX.

Section 9.2 Formulas for the Allocation of Interests. The interests allocated to each Unit have been calculated using the following formulas:

(a) Undivided Interest in the Common Elements. The percentage of the undivided interest in the Common Elements allocated to each Unit is based on the relative floor area of each Unit as compared to the floor area of all Units in the Condominium.

(b) Liability for the Common Expenses. The percentage of liability for common expenses allocated to each Unit is based on the relative floor area of each Unit as compared to the floor area of all Units in the Condominium. Nothing contained in this Subsection shall prohibit certain Common Expenses from being apportioned to particular Units under Article XIX of this Declaration.

(c) Votes. Each Unit in the Condominium shall have one vote.

ARTICLE X

Restrictions on Use, Alienation or Occupancy

Section 10.1 Use and Occupancy Restrictions. Subject to the Special Declarant Rights reserved under Article VIII, the following use restrictions apply to all Units other than Units owned by the Declarant, and to the Common Elements:

(a) Except as herein provided, all Units are restricted to use as airplane hangars for the storage of general aviation aircraft and related equipment; the performance of general maintenance on the Owner's aircraft; and the completion of Home Built Aircraft.

(b) The use of Units and Common Elements is subject to the Bylaws and the Rules of the Association.

Section 10.2 Restrictions on Alienation.

(a) Right of First Refusal

i. Sales and Leases: No Unit Owner may sell or lease his Unit or any interest therein except by complying with the provisions of Subsections 10.2(a)i through 10.2(a)xv of this Article.

ii. Notice by Unit Owner: Any Unit Owner who receives a bona fide offer for the purchase of his Unit; or any Unit Owner who receives a bona fide offer for a lease of his Unit (either of which offers are hereinafter called "outside offer"), which he

intends to accept, shall give written notice to the Declarant of such offer and of such intention, the name and address of the proposed purchaser or lessee, the terms of the proposed transaction and such other information as Declarant may reasonably require.

iii. Offer to Declarant: The Unit Owner shall thereupon offer to sell such Unit, or to lease such Unit, to the Declarant or its designee, corporate or otherwise, on the same terms and conditions as contained in such outside offer, except that, if the terms and conditions of such outside offer provide for a mortgage at the time of transfer, Declarant may, at its option, pay for the Unit in cash.

iv. Representation by Unit Owner: The giving of such notice shall constitute a warranty and representation by the offering Unit Owner to Declarant, that such Unit Owner believes the outside offer to be bona fide in all respects and that he intends to accept it. Such warranty and representation shall survive the transfer of title or execution and delivery of a lease, as the case may be.

v. Election by Declarant: Within thirty (30) days after receipt of such notice, Declarant may elect, by notice to such Unit Owner, to purchase such Unit, or to lease such Unit, as the case may be, or to cause the same to be purchased or leased by its designee, corporate or otherwise, on the same terms and conditions as contained in the outside offer, and as stated in the notice from the offering Unit Owner, subject, however, to the provisions of this Article.

vi. Closing of Title: In the event Declarant shall elect to purchase such Unit, or to lease such Unit, or to cause it to be purchased or leased by its designee, corporate or otherwise, the transfer shall take place at the office of Declarant's attorney.

The time for closing by Declarant may be extended by as much as fifteen (15) days beyond the date of election by Declarant to purchase the Unit or to lease the Unit.

vii. Lease: In the event such Unit is to be leased, the offering Unit Owner shall execute and deliver to Declarant or to its designee a lease between the offering Unit Owner as landlord and Declarant or its designee, corporate or otherwise, as tenant, covering such Unit, on the terms and conditions contained in such outside offer.

No Unit shall be leased or subleased for a period of less than twelve (12) months.

viii. Failure to Accept Offer: In the event Declarant shall fail to accept such offer within thirty (30) days as aforesaid, the offering Unit Owner shall be free to contract to sell such Unit, or to lease such Unit, as the case may be, within ninety

(90) days after the expiration of the thirty (30) day period during which Declarant or its designee might have accepted such offer, to the outside offeror, on the terms and conditions set forth in the notice of such outside offer.

ix. Failure to Consummate Outside Sale or Lease: In the event the offering Unit Owner shall not, within such ninety (90) day period, contract to sell such Unit, or to lease such Unit, as the case may be, to the outside offeror, on the terms and conditions in the outside offer, or if the Unit Owner shall so contract to sell or lease his Unit within such ninety (90) day period, but such sale or lease shall not be consummated pursuant to the terms of such contract, then if such offering Unit Owner thereafter elects to sell such Unit, or to lease such Unit, as the case may be, to the same or another outside offeror, on the same or other terms and conditions, the offering Unit Owner shall be required to again comply with all of the terms and provisions of this Article.

x. Options: In the event an option is granted by a Unit Owner to sell or lease his Unit, at the time the option is exercised it shall be subject to the provisions of this Article as if it were an outside offer by the optionee to purchase or lease the Unit.

xi. Violation: Any sale or lease of a Unit in violation of this Article shall be voidable within five (5) years from the date of recording the document evidencing such sale or lease at the election of Declarant and Declarant may take such other action against the parties to such transaction as permitted by law.

xii. Release of Right of Refusal: The right of first refusal contained in this Article may be waived by Declarant with respect to a particular sale or lease in which event the Unit may be sold or conveyed or the Unit leased, or a previous sale, conveyance or lease may be confirmed to be free and clear of the provisions of this Article.

xiii. Exceptions: The provisions of this Article shall not apply with respect to any sale or lease by a Unit Owner of his Unit to his spouse or to any of his children or to his parents or brothers or sisters or any one of them, or to a partnership so long as the Unit Owner continues to own a controlling interest therein, or to a corporation so long as the Unit Owner continues to own a majority of its stock, or to a limited liability company so long as the Unit Owner continues to hold a majority of its membership interests, or to a Unit owned by the Declarant, or to the acquisition or sale of a Unit by a mortgagee herein authorized who shall acquire title to such Unit by foreclosure or by deed in lieu of foreclosure, or to the acquisition of a Unit by a purchaser at any judicial sale; provided, however, that the Unit continues to be used as an airplane hangar.

xiv. Gifts and Devises: Any Unit Owner shall be free to convey or transfer his Unit by gift, or to devise his Unit by Will, or to pass the same by intestacy,

without compliance with any of the provisions of this Article; provided, however, that the Unit continues to be used as an airplane hangar.

xv. Certificate of Exercise or Termination of Right of First Refusal: If Declarant elects to exercise its right of first refusal in the manner set forth herein or if it does not elect to exercise its right of first refusal, Declarant shall, within fifteen (15) days after Declarant acts on such request and no later than forty (40) days, furnish to any Unit Owner, or purchaser or lessee requesting the same a recordable statement certifying to any exercise, waiver of or failure or refusal to exercise this right of first refusal in all cases where such exercise, waiver, failure or refusal does in fact occur. Any such statement shall be binding on Declarant and the Unit Owner.

(b) Time Share. A Unit may not be conveyed pursuant to a time sharing plan as defined under Chapter 734b of the Connecticut General Statutes.

ARTICLE XI

Easements and Licenses

All rights, rights of way, easements or licenses, if any, appurtenant to or to which the Condominium is subject are listed in Schedule A to the Declaration. In addition, the Condominium may be subject to other rights, rights of way, easements or licenses granted by the Declarant pursuant to the powers under Article VIII of this Declaration.

ARTICLE XII

Allocation of Limited Common Elements

Section 12.1 Reallocation of Limited Common Elements. No Limited Common Element may be reallocated except by an amendment to this Declaration.

ARTICLE XIII

Addition, Alterations and Improvements

Section 13.1 Additions, Alterations and Improvements by Unit Owners.

(a) A Unit Owner:

(i) May make any improvements or alterations to the interior of his or her Unit that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Condominium;

(ii) May not change the appearance of the Common Elements or the exterior appearance of a Unit or any other portion of the Condominium, without permission of the Executive Board;

(iii) After acquiring an adjoining Unit or an adjoining part of an adjoining Unit, may remove or alter any intervening partition or create apertures therein, even if the partition in whole or in part is a Common Element, if those acts do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Condominium. Removal of partitions or creation of apertures under this Subsection is not an alteration of boundaries.

(b) A Unit Owner may submit a written request to the Executive Board for approval to do anything that he or she is forbidden to do under Subsection 13.1(a)(ii). The Executive Board shall answer any written request for such approval, after Notice and Hearing, within sixty (60) days after the request thereof. Failure to do so within such time shall not constitute a consent by the Executive Board to the proposed action. The Executive Board shall review requests in accordance with the provisions of its rules.

(c) Any applications to any department or to any governmental authority for a permit to make any addition, alteration or improvement in or to any Unit shall be executed by the Association only. Such execution will not, however, create any liability on the part of the Association or any of its members to any contractor, sub-contractor or materialman on account of such addition, alteration or improvement or to any person having any claim for injury to person or damage to property arising therefrom.

(d) All additions, alterations and improvements to the Units and Common Elements shall not, except pursuant to prior approval by the Executive Board, cause any increase in the premiums of any insurance policies carried by the Association or by the Owners of any Units other than those affected by such change.

(e) For purposes of this section, "adjoining unit" shall mean any unit that is contiguous to a unit either on a horizontal or vertical plane.

The provisions of this Section shall not apply to the Declarant in the exercise of any Special Declarant Right.

Section 13.2 Additions and Improvements by Executive Board. Subject to the limitations of Sections 19.5 and 19.6 of this Declaration, the Executive Board may make any

additions, alterations or improvements to the Common Elements which, in its judgment, it deems necessary.

ARTICLE XIV

Relocation of Boundaries Between Adjoining Units

Section 14.1 Application and Amendment. Subject to approval of any structural changes pursuant to Article XIII, the boundaries between adjoining units may be relocated by an amendment to the Declaration on application to the Association by the Owners of those Units. If the Owners of the adjoining Units have specified a reallocation between their Units of their allocated interests, the application shall state the proposed reallocations. Unless the Executive Board determines, within thirty (30) days after receipt of the application, that the reallocations are unreasonable, the Association shall consent to the reallocation and prepare an amendment that identifies the Units involved, states the reallocations and indicates the Association's consent. The amendment shall be executed by those Unit Owners, contain words of conveyance between them, and, on recordation, be indexed in the name of the grantor and the grantee, and in the grantee's index in the name of the Association.

For purposes of this section, "adjoining unit" shall mean any unit that is contiguous to a unit either on a horizontal or vertical plane.

Section 14.2 Recording Amendments. The Association shall prepare and record Surveys or Plans necessary to show the altered boundaries between adjoining Units and their dimensions and identifying letters. The applicants shall pay for the costs of preparation of the amendment and its recording.

ARTICLE XV

Amendments to Declaration, Lease

Section 15.1 General. Except as permitted in Articles VII, VIII, XIII and XIV of this Declaration and except as prohibited below, the Declaration, including the Survey and Plans, may be amended only by vote or agreement of Unit Owners of Units to which at least sixty-seven per cent (67%) of the votes in the Association are allocated.

Section 15.2 Limitation of Challenges. No action to challenge the validity of an amendment adopted by the Association pursuant to this Section may be brought more than one year after the amendment is recorded.

Section 15.3 Recordation of Amendments. Every amendment to the Declaration shall be recorded on the Land Records of the Town of Hartford, Connecticut and each is effective only on recordation. An amendment, except an amendment pursuant to Article XIV of this

Declaration, shall be indexed in the grantee's index in the name of the Condominium and the Association and in the grantor's index in the name of the parties executing the amendment.

Section 15.4 When Unanimous Consent Required. Except to the extent expressly permitted or required by the Act, by other provisions of the Declaration, by the Special Declarant Rights or by the Development Rights reserved by the Declarant, no amendment may create or increase Special Declarant Rights and Development Rights, increase the number of Units, or change the boundaries of any Unit, the Allocated Interests of a Unit, or the uses to which any Unit is restricted, in the absence of unanimous consent of the Unit Owners. The Lease may not be amended or modified nor the term thereof extended or renewed without the express written consent of the Declarant.

Section 15.5 Execution of Amendments. Amendments to the Declaration required by the Act to be recorded by the Association shall be prepared, executed, recorded and certified on behalf of the Association by any officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association.

Section 15.6 Special Declarant Rights. Provisions in the Declaration creating Special Declarant Rights and Development Rights may not be amended without the consent of the Declarant.

Section 15.7 Consent of Holders of Security Rights. Amendments to the Documents are subject to the consent requirements of Article XVIII.

ARTICLE XVI

Amendments to Bylaws

The Bylaws may be amended only by vote of two-thirds (2/3) of the members of the Executive Board, following Notice and Comment to all Unit Owners, at any meeting duly called for such purpose.

ARTICLE XVII

Termination

Section 17.1 Termination. Termination of the Condominium shall occur upon the expiration of the term of the Lease, but may be accomplished prior thereto only in accordance with Section 47-237 of the Connecticut General Statutes.

Section 17.2 Removal of Improvements. Upon termination of the Condominium, Unit Owners do not have the right to remove any Improvements on the Property, but Unit Owners can remove their personal property which are not fixtures.

ARTICLE XVIII

Mortgagee Protection

Section 18.1 Introduction. This Article establishes certain standards and covenants which are for the benefit of the holders of certain Security Interests and others, as identified in Section 18.2. This Article is supplemental to and not in substitution for, any other provisions of the Documents, but in the case of conflict, this Article shall control.

Section 18.2 Definitions. As used in this Article, the following terms are defined.

(a) Eligible Mortgagee: The holder of a first Security Interest on a Unit who has notified the Association, in writing, of its name and address, and that it holds a first Security Interest on a Unit. Such notice shall be deemed to include a request that the Eligible Mortgagee be given notices and other rights described in this Article.

(b) Eligible Insurer: An insurer or guarantor of a first Security Interest who has notified the Association in writing of its name and address and that it has insured or guaranteed a first Security Interest on a Unit. Such notice shall be deemed to include a request that the Eligible Insurer be given the notices and other rights described in this Article.

(c) Percentage of Eligible Mortgagee: Wherever in this Article the approval or consent of a specified percentage or fraction of Eligible Mortgagees is required, it shall mean the approval or consent by Eligible Mortgagees holding Security Interests in Units which in the aggregate have allocated to them such specified percentage or fraction of votes in the Association when compared to the total allocated to all Units then subject to Security Interests held by Eligible Mortgagees.

Section 18.3 Notice of Actions. The Association shall give prompt written notice to each Eligible Mortgagee and Eligible Insurer of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a first Security Interest held, insured or guaranteed by such Eligible Mortgagee or Eligible Insurer, as applicable.

(b) Any delinquency in the payment of Common Expense assessments owed by an Owner whose Unit is subject to a first Security Interest held, insured or guaranteed by such Eligible Mortgagee or Eligible Insurer which remains uncured for a period of sixty (60) days.

(c) Any prior notice of intent to cancel by an insurance carrier or any actual lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

(d) Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees as specified in Section 18.4.

(e) Any judgment rendered against the Association.

Section 18.4 Prior Consent Required.

(a) Document Changes. Notwithstanding any lower requirement permitted by the Declaration or the Act, no amendment of any material provision of the Documents by the Association of Unit Owners described in this Subsection 18.4(a) may be adopted by the Association of Unit Owners without the vote of at least two-thirds (2/3) of the Unit Owners (or any greater Unit Owner vote required in the Declaration or the Act) and until approved in writing by at least two-thirds (2/3) of the Eligible Mortgagees (or any greater Eligible Mortgagee approval required by the Declaration). Material includes, but is not limited to, any provision affecting:

(i) Assessments, assessment liens or subordination of assessment liens;

(ii) Voting rights;

(iii) Reserves for maintenance, repair and replacement of Common Elements;

(iv) Responsibility for maintenance and repairs;

(v) Reallocation of interest in the Common Elements or Limited Common Elements (except that when Limited Common Elements are reallocated by agreement between Unit Owners, only those Unit Owners and only the Eligible Mortgagees with a Security Interest on such Units must approve such action);

(vi) Rights to use Common Elements and Limited Common Elements;

(vii) Boundaries of Units (except that when boundaries of only adjoining Units are involved, then only those Unit Owners and the Eligible Mortgagees with Security Interests on such Unit or Units must approve such action);

(viii) Convertibility of Units into Common Elements or Common Elements into Units;

(ix) Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium;

(x) Insurance or fidelity bonds;

(xi) Leasing of Units;

(xii) Imposition of restrictions on a Unit Owner's right to sell or transfer his or her Unit;

(xiii) Establishment of self-management when professional management had been required previously by an Eligible Mortgagee of Unit;

(xiv) Restoration or repair of the project after a hazard damage or partial condemnation in a manner other than that specified in the Documents;

(xv) Termination of the Condominium after occurrence of substantial destruction or condemnation; and

(xvi) Any provision that expressly benefits mortgage holders, insurers or guarantors.

(b) Actions. Notwithstanding any lower requirement permitted by the Declaration or the Act, the Association may not take any of the following actions without the approval of at least two-thirds (2/3) of the Eligible Mortgagees:

(i) Convey or encumber the Common Elements or any portion thereof (as to which an eighty per cent (80%) Eligible Mortgagee approval is required). The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Condominium shall not be deemed a conveyance or encumbrance within the meaning of this clause;

(ii) The establishment of self-management when professional management had been required previously by any Eligible Mortgagee;

(iii) The restoration or repair of the Property after hazard damage or partial condemnation in a manner other than that specified in the Documents;

(iv) Termination of the Condominium prior to the termination of the Lease;

(v) The alteration of any partition or creation of any aperture between adjoining Units when Unit boundaries are not otherwise being affected, in which case only the Owners of Units affected and Eligible Mortgagees of those Units need approve the action;

(vi) The merger of this Condominium with any other condominium;

(vii) The granting of any easements, leases, licenses and concessions through or over the Common Elements excluding, however, any utility easements serving or to serve the Condominium and excluding any leases, licenses or concessions for no more than one year;

(viii) The assignment of the future income of the Association, including its right to receive Common Expense assessments; and

(ix) Any action taken not to repair or replace the Property.

(c) The Association may not change the period for collection of regularly budgeted Common Expense Assessments to other than monthly without the consent of all Eligible Mortgagees.

Section 18.5 Inspection of Books. The Association shall permit any Eligible Mortgagee and Eligible Insurer to inspect the books and records of the Association during normal business hours.

Section 18.6 Financial Statements. The Association shall provide each Eligible Mortgagee and each Eligible Insurer which submits a request with a copy of its annual financial statement within ninety (90) days following the end of each fiscal year of the Association. Such financial statement shall be audited by an independent certified public accountant if any Eligible Mortgagee requests it, and the Eligible Mortgagee shall bear the cost of the audit.

Section 18.7 Enforcement. The provisions of this Article are for the benefit of the Eligible Mortgagees and Eligible Insurers and their successors, and may be enforced by any of them by any available means in law or in equity.

Section 18.8 Attendance at Meetings. Any representative of any Eligible Mortgagee or Eligible Insurer may attend any meeting which a Unit Owner may attend.

ARTICLE XIX

Assessment and Collection of Common Expenses

Section 19.1 Apportionment of Common Expenses. Except as provided in Section 19.2, all Common Expenses shall be assessed against all Units in accordance with their percentage interest in the Common Expenses as shown on Schedule D.

Section 19.2 Common Expenses Attributable to Fewer Than All Units.

(a) Any Common Expense for services provided by the Association to an individual Unit at the request of the Unit Owner shall be assessed against the Unit which benefits from such service.

(b) Any insurance premium increase attributable to a particular Unit by virtue of activities in or construction of the Unit shall be assessed against that Unit.

(c) Assessments to pay a judgment against the Association may be made only against the Units in the Condominium at the time the judgment was rendered in proportion to their Common Expense liabilities.

(d) If any Common Expense is caused by the misconduct of any Unit Owner, the Association may assess that expense exclusively against his Unit.

(e) Fees, charges, late charges, fines and interest charged against a Unit Owner pursuant to the Documents and the Act are enforceable as Common Expense assessments.

Section 19.3 Lien.

(a) The Association has a statutory lien on a Unit for any assessment levied against that Unit or fines imposed against its Unit Owner from the time the assessment or fine becomes due. Fees, charges, late charges, fines and interest charged pursuant to the Act are enforceable as assessments under this Section. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due.

(b) A lien under this Section is prior to all other liens and encumbrances on a Unit except (1) liens and encumbrances recorded before the recordation of the Declaration, (2) a first or second Security Interest on the Unit recorded before the date on which the assessment sought to be enforced became delinquent and (3) liens for real property taxes and other governmental assessments or charges against the Unit. The lien is also prior to all Security Interests described in Subsection (2) of this Subsection to the extent of the Common Expense assessments based on the period budget adopted by the Association pursuant to Section 19.5 of this Article which would have become due in the absence of acceleration during the six (6) months immediately preceding institution of an action to enforce the lien. This Subsection does not affect the priority of mechanics' or materialmen's liens, or the priority of liens for other assessments made by the Association.

(c) Recording of the Declaration constitutes record notice and perfection of the lien. No further recordation of any claim of lien for assessment under this Section is required.

(d) A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within two (2) years after the full amount of the assessments becomes due; provided, that if an Owner of a Unit subject to a lien under this Section files a petition for relief under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the Association's lien shall be tolled until thirty (30) days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code, or its successor, is lifted.

(e) This Section does not prohibit actions to recover sums for which Subsection (a) of this Section creates a lien or prohibit the Association from taking a deed in lieu of foreclosure.

(f) A judgment or decree in any action brought under this Section shall include costs and reasonable attorney's fees for the prevailing party.

(g) The Association's lien may be foreclosed in like manner as a mortgage on real property.

(h) In any action by the Association to collect assessments or to foreclose a lien for unpaid assessments, the court may appoint a receiver of the Unit Owner pursuant to Section 52-204 of the Connecticut General Statutes to collect all sums alleged to be due from that Unit Owner prior to or during the pendency of the action. The court may order the receiver to pay any sums held by the receiver to the Association during the pendency of the action to the extent of the Association's Common Expense assessments based on a periodic budget adopted by the Association pursuant to Section 19.5 of this Declaration.

(i) If a holder of a first or second Security Interest in a Unit forecloses that Security Interest, the purchaser at the foreclosure sale is not liable for any unpaid assessments against that Unit which became due before the sale, other than the assessments which are prior to that Security Interest under Subsection 19.3(b). Any unpaid assessments not satisfied from the proceeds of sale become Common Expenses collectible from all the Unit Owners, including the purchaser.

(j) Any payments received by the Association in the discharge of a Unit Owner's obligation may be applied to the oldest balance due.

Section 19.4 Unit Owner Liability. No Unit Owner may exempt himself from liability for payment of the Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of the Unit against which the assessments are made.

Section 19.5 Budget Adoption and Ratification. Within thirty (30) days after adoption of any proposed budget for the Condominium, the Executive Board shall provide a summary of the budget to all the Unit Owners and shall set a date for a meeting of the Unit Owners to consider ratification of the budget not less than fourteen (14) nor more than thirty (30) days after

mailing of the summary. Unless at that meeting a majority of Unit Owners reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the periodic budget last ratified by the Unit Owners shall be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Executive Board.

Section 19.6 Ratification of Non-budgeted Common Expense Assessments. If the Executive Board votes to levy a Common Expense assessment not included in the current budget, other than one enumerated in Section 19.2 of this Declaration, in an amount greater than fifteen per cent (15%) of the current annual operating budget, the Executive Board shall submit such Common Expense assessment to the Unit Owners for ratification in the same manner as a budget under Section 19.5.

Section 19.7 Certificate of Payment of Common Expense Assessments. The Association on written request shall furnish to a Unit Owner a statement in recordable form setting forth the amount of unpaid assessments against the Unit. The statement shall be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Executive Board and every Unit Owner.

Section 19.8 Monthly Payment of Common Expenses. All Common Expenses assessed under Sections 19.1 and 19.2 shall be due and payable monthly.

Section 19.9 Acceleration of Common Expense Assessments. In the event of default for a period of ten (10) days by any Unit Owner in the payment of any Common Expense assessment levied against his or her Unit, the Executive Board shall have the right, after Notice and Hearing, to declare all unpaid assessments for the pertinent fiscal year to be immediately due and payable.

Section 19.10 Commencement of Common Expense Assessments. Common Expense assessments shall begin on the first day of the month in which conveyance of the first Unit to a Unit Owner other than the Declarant occurs.

Section 19.11 No Waiver of Liability for Common Expenses. No Unit Owner may exempt himself or herself from liability for payment of Common Expenses by waiver of the use or enjoyment of the Common Elements or by abandonment of the Unit against which the assessments are made.

Section 19.12 Personal Liability of Unit Owners. The Owner of a Unit at the time a Common Expense assessment or portion thereof is due and payable is personally liable for the assessment. Personal liability for the assessment shall not pass to a successor in title to the Unit unless he or she agrees to assume the obligation.

ARTICLE XX

Right to Assign Future Income

Upon an affirmative vote of at least two-thirds (2/3) of the votes allocated to all of the Units, the Association may assign its future income, including its right to receive Common Expense assessments.

ARTICLE XXI

Persons and Units Subject to Instruments

Section 21.1 Compliance with Documents. All Unit Owners, tenants, mortgagees and occupants of Units shall comply with the Documents. The acceptance of a deed or the exercise of any incident of ownership or the entering into of a lease or the entering into occupancy of a Unit constitutes agreement that the provisions of the Documents are accepted and ratified by such Unit Owner, tenant, mortgagee or occupant, and all such provisions are covenants running with the land and shall bind any Persons having at any time any interest or estate in such Unit.

Section 21.2 Adoption of Rules. The Executive Board may adopt Rules regarding the use and occupancy of Units, Common Elements and Limited Common Elements and the activities of occupants, subject to Notice and Comment.

ARTICLE XXII

Insurance

Section 22.1 Coverage. To the extent reasonably available, the Executive Board shall obtain and maintain insurance coverage as set forth in Sections 22.2 and 22.3 of this Article. If such insurance is not reasonably available and the Executive Board determines that any insurance described herein will not be maintained, the Executive Board shall cause notice of that fact to be hand-delivered or sent prepaid by United States mail to all Unit Owners and Eligible Mortgagees at their respective last known addresses.

Section 22.2 Property Insurance.

(a) Fire insurance with extended coverage covering:

(i) The Improvements (which term means all buildings on the Leasehold Property, including all fixtures, equipment and any improvements and betterments which are part of the Common Elements) but excluding the Units themselves, land, excavations, portions of foundations below the undersurfaces of the lowest basement floors, underground pilings, piers, pipes, flues and drains and other items normally excluded from property policies; and

(ii) All personal property owned by the Association.

(b) Amounts. The Improvements shall be insured for an amount equal to one hundred per cent (100%) of the full replacement cost at the time the insurance is purchased and at each renewal date. Personal property owned by the Association shall be insured for an amount equal to its actual cash value. The Executive Board is authorized to obtain appraisals periodically for the purpose of establishing said replacement cost of the project facilities and the actual cash value of the personal property and the cost of such appraisals shall be a Common Expense.

(c) Risks Insured Against. The insurance shall afford protection against "all risks" of direct physical loss commonly insured against.

(d) Other Provisions. Insurance policies required by this Section shall provide that:

(i) The insurer waives its right to subrogation under the policy against any Unit Owner or member of his or her household;

(ii) No act or omission by any Unit Owner, unless acting within the scope of his or her authority on behalf of the Association, will void the policy or be a condition to recovery under the policy.

(iii) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

(iv) Loss shall be adjusted with the Association.

(v) Insurance proceeds shall be paid to any insurance trustee designated in the policy for that purpose and, in the absence of such designation, to the Association, in either case to be held in trust for each Unit Owner and such Unit Owner's mortgagee.

(vi) The insurer may not cancel or refuse to renew the policy until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Unit Owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued, at their respective last known addresses.

(vii) The name of the insured shall be substantially as follows:

"Connecticut T-Hangar Condominium Association, Inc., for the use and benefit of the individual Unit Owners"

Section 22.3 Liability Insurance. Liability insurance, including medical payments insurance, in an amount determined by the Executive Board but in no event less than One Million Dollars ($1,000,000), covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements.

(a) Other Provisions. Insurance policies carried pursuant to this Section shall provide that:

(i) Each Unit Owner is an insured person under the policy with respect to liability arising out of his or her interest in the Common Elements or membership in the Association;

(ii) The insurer waives its rights to subrogation under the policy against any Unit Owner or member of his or her household;

(iii) No act or omission by any Unit Owner, unless acting within the scope of his or her authority on behalf of the Association, will void the policy or be a condition to recovery under the policy;

(iv) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance;

(v) The insurer may not cancel or refuse to renew the policy until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Unit Owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued, at their respective last known addresses.

Section 22.4 Unit Owner Policies. An insurance policy issued to the Association does not prevent a Unit Owner from obtaining insurance for his or her own benefit.

Section 22.5 Other Insurance. The Association may carry other insurance which the Executive Board considers appropriate to protect the Association or the Unit Owners.

Section 22.6 Premiums. Insurance premiums shall be a Common Expense.

ARTICLE XXIII

Damage to or Destruction of Property

Section 23.1 Duty to Restore. Any portion of the Property for which insurance is required under Section 47-255 of the Act or for which insurance carried by the Association is in effect, whichever is more extensive, shall be repaired or replaced promptly by the Association unless:

(a) The Condominium is terminated;

(b) Repair or replacement would be illegal under any state or local statute or ordinance governing health or safety;

(c) One hundred per cent (100%) of the Unit Owners, including every owner of a Unit or assigned Limited Common Element that will not be rebuilt, vote not to rebuild.

Section 23.2 Cost. The cost of repair or replacement in excess of insurance proceeds shall be a Common Expense.

Section 23.3 Plans. The Property must be repaired and restored in accordance with either the original plans and specifications or other plans and specifications which have been approved by the Executive Board, a majority of Unit Owners and two-thirds (2/3) of Eligible Mortgagees.

Section 23.4 Replacement of Less Than Entire Property.

(a) The insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium;

(b) Except to the extent that other persons will be distributees,

(i) The insurance proceeds attributable to Units and Limited Common Elements that are not rebuilt shall be distributed to the Owners of those Units and the Owners of the Units to which those Limited Common Elements were allocated or to lien holders, as their interests may appear; and

(ii) The remainder of the proceeds shall be distributed to all the Unit Owners or lien holders, as their interests may appear, in proportion to the Common Expense liabilities of all the Units;

(c) If the Unit Owners vote not to rebuild any Unit, that Unit's Allocated Interests are automatically reallocated on the vote as if the Unit had been condemned under Subsection 47-206(a) of the Act, and the Association shall promptly prepare, execute and record an amendment to this Declaration reflecting the reallocations.

Section 23.5 Insurance Proceeds. The insurance trustee, or if there is no insurance trustee, then the Association, shall hold any insurance proceeds in trust for the Association, Unit Owners and lien holders as their interests may appear. Subject to the provisions of Subsection 23.1(a) through Subsection 23.1(c), the proceeds shall be disbursed first for the repair or restoration of the damaged Property, and the Association, Unit Owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Property has been completely repaired or restored or the Condominium is terminated.

Section 23.6 Certificates by the Executive Board. A trustee, if any, may rely on the following certifications in writing made by the Executive Board:

(a) Whether or not damaged or destroyed Property is to be repaired or restored;

(b) The amount or amounts to be paid for repairs or restoration and the names and addresses of the parties to whom such amounts are to be paid.

Section 23.7 Certificates by Attorneys. If payments are to be made to Unit Owners or mortgagees, the Executive Board and the trustee, if any, shall obtain and may rely on an attorney's certificate of title or a title insurance policy based on a search of the Land Records of the Town of Hartford from the date of the recording of the original Declaration stating the names of the Unit Owners and the mortgagees..

ARTICLE XXIV

Rights to Notice and Comment; Notice and Hearing

Section 24.1 Right to Notice and Comment. Before the Executive Board amends the Bylaws or the Rules, and at any other time the Executive Board determines, the Unit Owners have the right to receive notice of the proposed action and the right to comment orally or in writing. Notice of the proposed action shall be given to each Unit Owner in writing and shall be delivered personally or by mail to all Unit Owners at such address as appears in the records of the Association, or published in a newsletter or similar publication which is routinely circulated to all Unit Owners. The notice shall be given not less than five (5) days before the proposed action is to be taken. The right to Notice and Comment does not entitle a Unit Owner to be heard at a formally constituted meeting.

Section 24.2 Right to Notice and Hearing. Whenever the Documents require that an action be taken after "Notice and Hearing," the following procedure shall be observed: The party proposing to take the action (e.g., the Executive Board, a committee, an officer, the manager, etc.) shall give written notice of the proposed action to all Unit Owners or occupants of Units whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time and place of the hearing. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the party conducting the meeting to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the decision makers. The affected person shall be notified of the decision in the same manner in which notice of the meeting was given.

Section 24.3 Appeals. Any person having a right to Notice and Hearing shall have the right to appeal to the Executive Board from a decision of persons other than the Executive Board by filing a written notice of appeal with the Executive Board within ten (10) days after being notified of the decision. The Executive Board shall conduct a hearing within thirty (30) days, giving the same notice and observing the same procedures as were required by the original meeting.

ARTICLE XXV

Executive Board

Section 25.1 Minutes of Executive Board Meetings. The Executive Board shall permit any Unit Owner to inspect the Minutes of Executive Board meetings during normal business hours. The Minutes shall be available for inspection within fifteen (15) days after any such meeting.

Section 25.2 Powers and Duties. The Executive Board may act in all instances on behalf of the Association, except as provided in this Declaration, the Bylaws or the Act. The Executive Board shall have, subject to the limitations contained in this Declaration and the Act, the powers and duties necessary for the administration of the affairs of the Association and of the Condominium which shall include, but not be limited to, the following:

(a) Adopt and amend Bylaws, Rules and Regulations;

(b) Adopt and amend budgets for revenues, expenditures and reserves;

(c) Collect assessments for Common Expenses from Unit Owners;

(d) Hire and discharge managing agents;

(e) Hire and discharge employees and agents, other than managing agents, and independent contractors;

(f) Institute, defend or intervene in litigation or administrative proceedings in the Association's name on behalf of the Association or two (2) or more Unit Owners on matters affecting the Condominium;

(g) Make contracts and incur liabilities;

(h) Regulate the use, maintenance, repair, replacement and modification of the Common Elements;

(i) Cause additional improvements to be made as a part of the Common Elements;

(j) Acquire, lease, hold, encumber and convey in the Association's name any right, title or interest to real property or personal property, but Common Elements may be conveyed or subjected to a Security Interest only pursuant to the Act;

(k) Grant easements for any period of time less than the Lease term, and subleases, licenses and concessions for no more than one year through or over the Common Elements;

(l) Impose and receive payments, fees or charges for the use, rental or operation of the Common Elements, other than Limited Common Elements described in Subsections (2) and (4) of Section 47-221 of the Act, and for services provided to Unit Owners;

(m) Impose charges or interest or both for late payment of assessments and, after Notice and Hearing, levy reasonable fines for violations of this Declaration and the Bylaws, Rules and Regulations of the Association;

(n) Impose reasonable charges for the preparation and recordation of amendments to this Declaration, resale certificates required by Section 47-270 of the Act or statements of unpaid assessments;

(o) Provide for the indemnification of the Association's officers and Executive Board and maintain directors' and officers' liability insurance;

(p) Exercise any other powers conferred by this Declaration or the Bylaws;

(q) Exercise all other powers that may be exercised in this state by legal entities of the same type as the Association;

(r) Exercise any other powers necessary and proper for the governance and operation of the Association; and

(s) By resolution, establish committees of directors, permanent and standing, to perform any of the above functions under specifically delegated administrative standards, as designated in the resolution establishing the committee. All committees must maintain and publish notice of their actions to Unit Owners and the Executive Board. However, actions taken by a committee may be appealed to the Executive Board by any Unit Owner within forty-five (45) days of publication of such notice, and such committee action must be ratified, modified or rejected by the Executive Board at its next regular meeting.

Section 25.3 Executive Board Limitations. The Executive Board may not act on behalf of the Association to amend this Declaration, to terminate the Condominium or to elect members of the Executive Board or determine the qualifications, powers and duties, or terms of office of Executive Board members, but the Executive Board may fill vacancies in its membership for the unexpired portion of any term.

ARTICLE XXVI

Condemnation

If part or all of the Condominium is taken by any power having the authority of eminent domain, all compensation and damages for and on account of the taking shall be payable in accordance with Section 47-206 of the Act.

ARTICLE XXVII

Maintenance, Repair and Replacement

Section 27.1 Common Elements. The Association shall maintain, repair and replace all of the Common Elements.

Section 27.2 Units. Each Unit Owner shall maintain, repair and replace, at his or her own expense, all portions of his or her Unit.

Section 27.3 Access. Any person authorized by the Executive Board shall have the right of access to all portions of the Property for the purpose of correcting any condition threatening a Unit or the Common Elements, and for the purpose of performing installations, alterations or repairs, and for the purpose of reading, repairing, replacing utility meters and related pipes, valves, wires and equipment, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the affected Unit Owner. In case of an emergency, no such request or notice is required and such right of entry shall be immediate, whether or not the Unit Owner is present at the time. The State of Connecticut or its agents

acting as airport authority for Hartford-Brainard Airport, shall have the right to access and inspect all portions of the Leasehold Property, in its discretion as such airport authority.

Section 27.4 Repairs Resulting From Negligence. Each Unit Owner shall reimburse the Association for any damages to any other Unit or to the Common Elements caused intentionally, negligently or by his or her failure to properly maintain, repair or make replacements to his or her Unit. The Association shall be responsible for damage to Units caused intentionally, negligently or by its failure to maintain, repair or make replacements to the Common Elements.

ARTICLE XXVIII

Leasehold Property

Section 28.1 Recording Data and Lease Location. The Notice of Lease for the land upon which the Improvements shall exist was recorded on May 17, 2004 in Volume 5033 at Page 32 of the Hartford Land Records and a copy of the Lease is on file at the offices of the Declarant. The Lease has been assigned to the Association by assignment dated _____ in Volume _____ at Page ____ of the Hartford Land Records.

Section 28.2 Lease Expiration Date. The initial term of the Lease expires on August 31, 2031.

Section 28.3 Description of Leased Land. The Leasehold Property is described on Schedule A attached hereto.

Section 28.4 Redemption Rights. Unit Owners do not have the right to redeem the reversion to the State of Connecticut.

Section 28.5 Removal of Improvements. Unit Owners do not have the right to remove any Improvements on the Leasehold Property, but Unit Owners can remove their personal property which are not fixtures.

Section 28.6 Obligation to Convey Unit. Within thirty (30) days prior to the expiration of the Lease term, each Unit Owner is obligated to offer to convey his Unit and its appurtenant interest in the Condominium to the Declarant prior to the expiration of the Lease for One Dollar ($1.00), free and clear of all liens and other encumbrances except those set forth on Schedule A hereto.

Section 28.7 No Renewal Rights. Unit Owners have no right to renew the Lease or extend its term.

Section 28.8 No Separation of Unit and Leasehold Interest. A unit Owner shall not convey nor otherwise transfer his Unit without also assigning that Unit's interest in and to the Lease to such purchaser or transfee.

Section 28.9 Conflict with the Lease In the event of any conflict between the Declaration and the provisions of the Lease, the provisions of the Lease shall control.

ARTICLE XXIX

Miscellaneous

Section 29.1 Captions. The captions contained in the Documents are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the Documents nor the intent of any provision thereof.

Section 29.2 Gender. The use of the masculine gender refers to the feminine and neuter genders and the use of the singular includes the plural, and vice versa, whenever the context of the Documents so require.

Section 29.3 Waiver. No provision contained in the Documents is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 29.4 Invalidity. The invalidity of any provision of the Documents does not impair or affect in any manner the validity, enforceability or effect of the remainder, and in such event, all of the other provisions of the Documents shall continue in full force and effect.

Section 29.5 Conflict. The Documents are intended to comply with the requirements of the Act and Chapter 600 of the Connecticut General Statutes. In the event of any conflict between the Documents and the provisions of the statutes, the provisions of the statutes shall control. In the event of any conflict between this Declaration and any other Documents, this Declaration shall control.

Article XXIX

Schedules

Attached hereto and made a part hereof are the following Schedules:

1. Schedule A - Leasehold Property Description
2. Schedule B – Survey and Building Code Compliance
3. Schedule C - Plans
4. Schedule D - Allocated Interests
5. Schedule E - Rules and Regulations
6. Schedule F - Lease and Assignment of Lease

24th IN WITNESS WHEREOF, the Declarant has caused the Declaration to be executed this day of May, 2004.

Signed, sealed and delivered
in the presence of:

Declarant:
CONNECTICUT HANGARS, LLC.

By: Daniel M. Haug
Its: Manager

STATE OF PENNSYLVANIA)
) ss.
COUNTY OF Montgomery)

The foregoing instrument was acknowledged this 24th day of May, 2004 by Daniel M. Haug, Manager of Connecticut Hangars, LLC., as his free act and deed as such officer, and the free act and deed of said Connecticut Hangars, LLC, before me.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KIMBERLY A. ROGERS, Notary Public
Lower Gwynedd Twp., Montgomery County
My Commission Expires February 2, 2008

Notary Public
Commissioner of the Superior Court

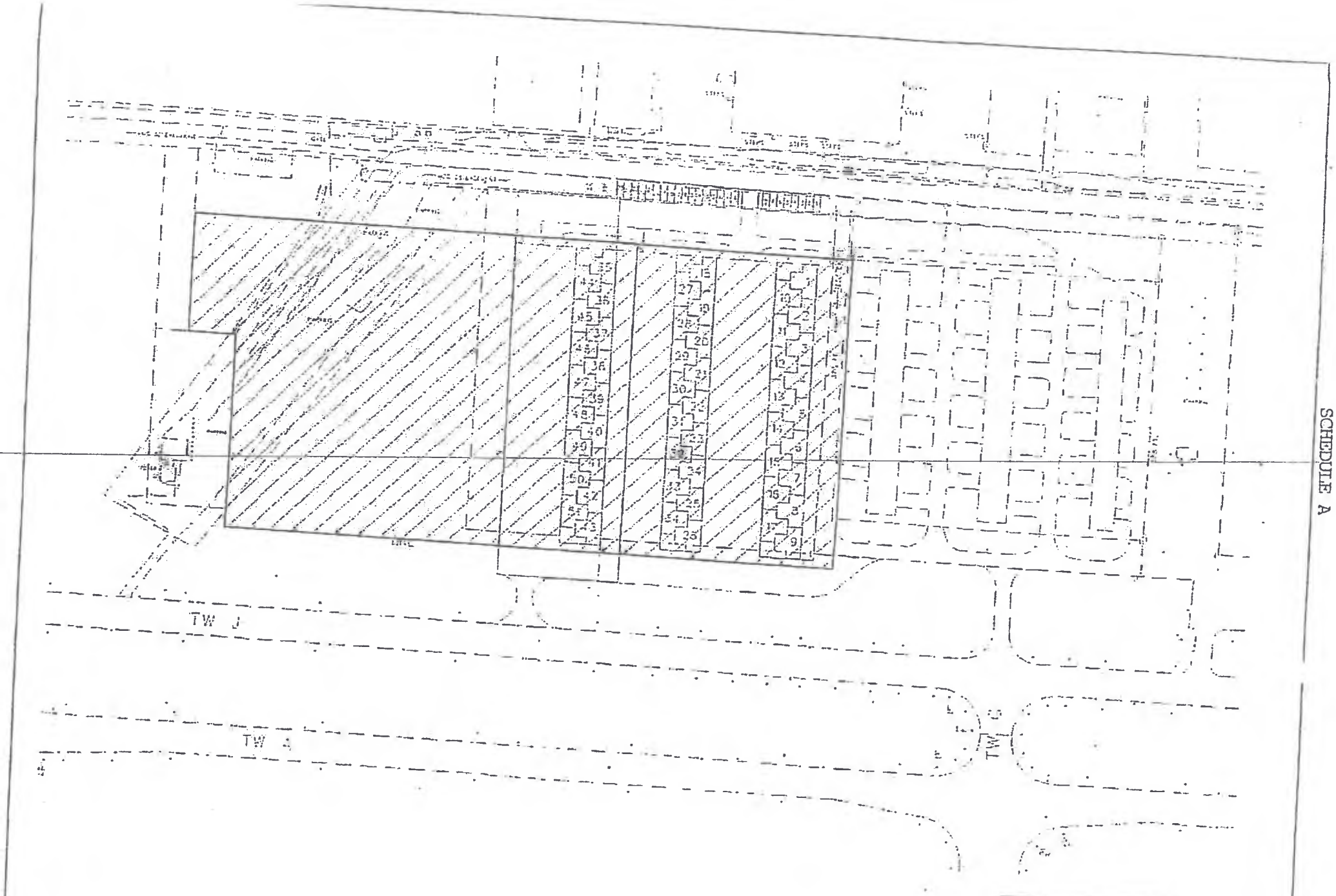
SCHEDULE A - LEASE HOLD PROPERTY DESCRIPTION

Connecticut Hangars, Inc.
Hartford-Brainard Airport
AERO File No. 5207-1195

Beginning at a point having coordinate values of N 329716.50, E 626940.87 in the Connecticut Coordinate System; thence along a line having a bearing of S 81° 07' 50"E, a distance of 399.04 feet to a point having coordinate values of N 329317.50, E 626935.09' thence along a line having a bearing of S 08° 52'09"W, a distance of 769.84 feet to a point having coordinate values of N 329328.65, E 626165.33; thence along a line having a bearing of N 81° 07' 50"W a distance of 225 feet to a point having coordinate values of N329553.63, E 626168.87; thence along a line having a bearing of S 08° 52' 09"W, a distance of 60 feet to a point having coordinate values of N 329554.57, E 626108.87; thence along a line having a bearing of N 81° 07' 50"W, a distance of 173.97 feet to a point having coordinate values of N 329728.51, E 626111.60, thence along a line having a bearing of N 08° 52' 09" E a distance of 829.36 feet to the point and place of beginning.

317539 SF or 7.289 Acres

SCHEDULE A

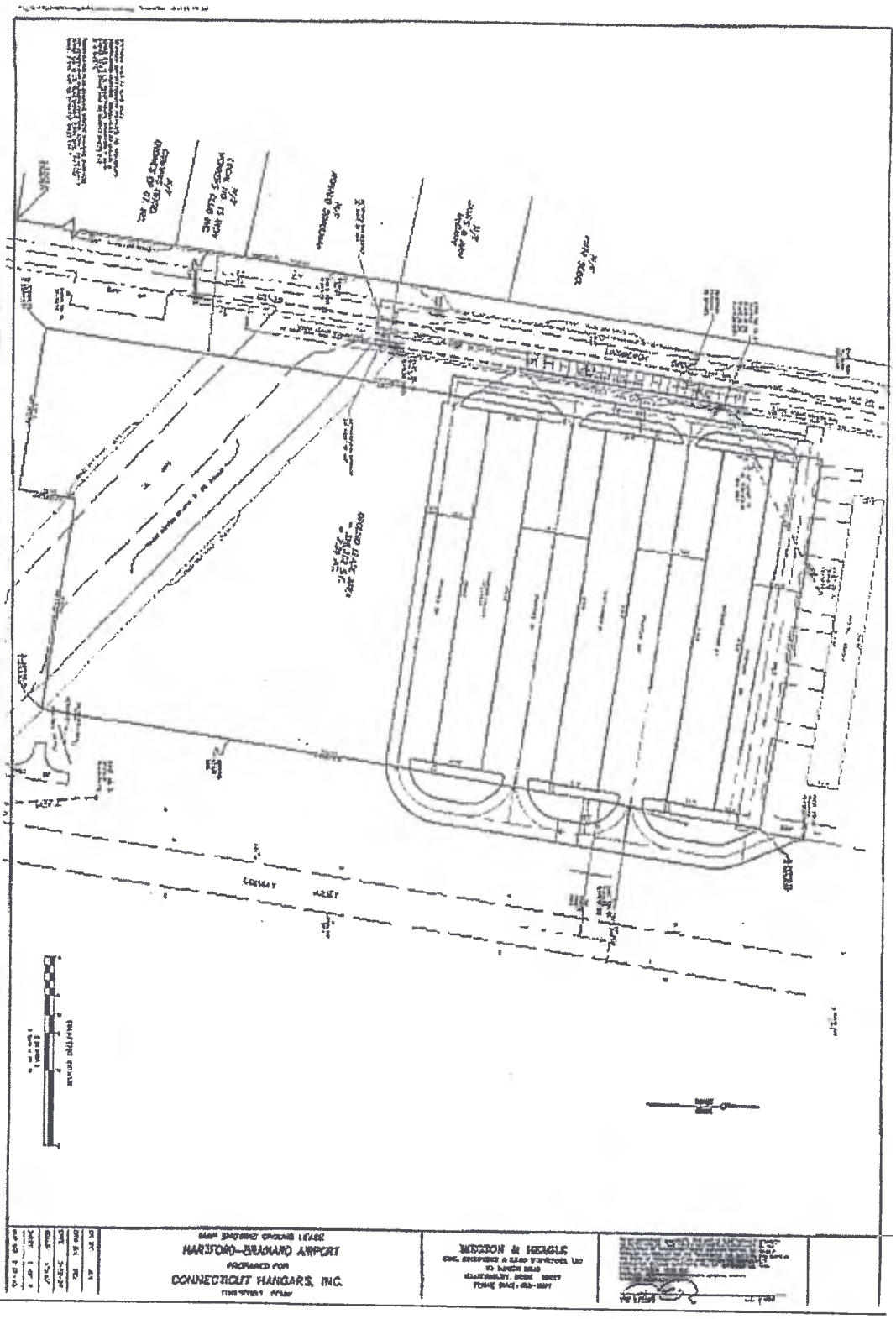


TOTAL LEASE AREA
AREA 315,865 SF
7.25 ACRES

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
BUREAU OF AVIATION & PORTS
WETHERSFIELD, CONNECTICUT 06131

AREA LEASED TO BARNES CORPORATION OF AMERICA AT HARTFORD-BRAINARD AIRPORT, HARTFORD, CONNECTICUT

SCHEDULE B – SURVEY



(recd HLR map 2671)

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

2800 BERLIN TURNPIKE, P.O. BOX 317546
NEWINGTON, CONNECTICUT 06131-7546
Phone: 860 594-2233

August 6, 2003

Connecticut Hangers, LLC
600 Asylum Avenue
Apartment 203 – B
Hartford, CT

Subject: Permit Number 063-B023

Attn. Dan Haug,

A Building Code Inspection was conducted by this office on August 5, 2003 at the newly constructed Tee Hanger located at 230 Linbergh Drive in Hartford, CT. All 17 individual units in this building were found to be compliant with the Connecticut Building Code. This is to inform you that this building may be occupied for aircraft storage. Any changes to the units such as heating will need to be approved and inspected by this office. A Certificate of Compliance will be issued upon the acceptable completion of this project including a second Aircraft Hanger located at 240 Linbergh Drive. If you have any questions regarding this matter please contact me at 860 594-2233.

Yours truly,

Philip E. Parcak
Trans. Principle Engineer

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

2800 BERLIN TURNPIKE, P.O. BOX 317546
NEWINGTON, CONNECTICUT 06131-7546
Phone: 860 594-2233

December 16, 2003

Connecticut Hangers, LLC
600 Asylum Avenue
Apartment 203 – B
Hartford, CT

Subject: Permit Number 063-B023

Attn. Dan Haug,

A Building Code Inspection was conducted by this office on December 11, 2003 at the newly constructed Tee Hanger located at **240** Linbergh Drive in Hartford, CT. All 17 individual units in this building were found to be compliant with the Connecticut Building Code. This is to inform you that this building may be occupied for aircraft storage. Any changes to the units such as heating will need to be approved and inspected by this office. A Certificate of Compliance will be issued. If you have any questions regarding this matter please contact me at 860 594-2233.

Yours truly,

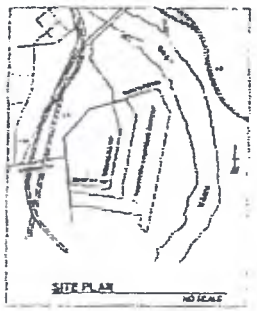
Philip E. Parcak
Trans. Principal Engineer

VOL 5053PG 125

SCHEDULE C – PLANS

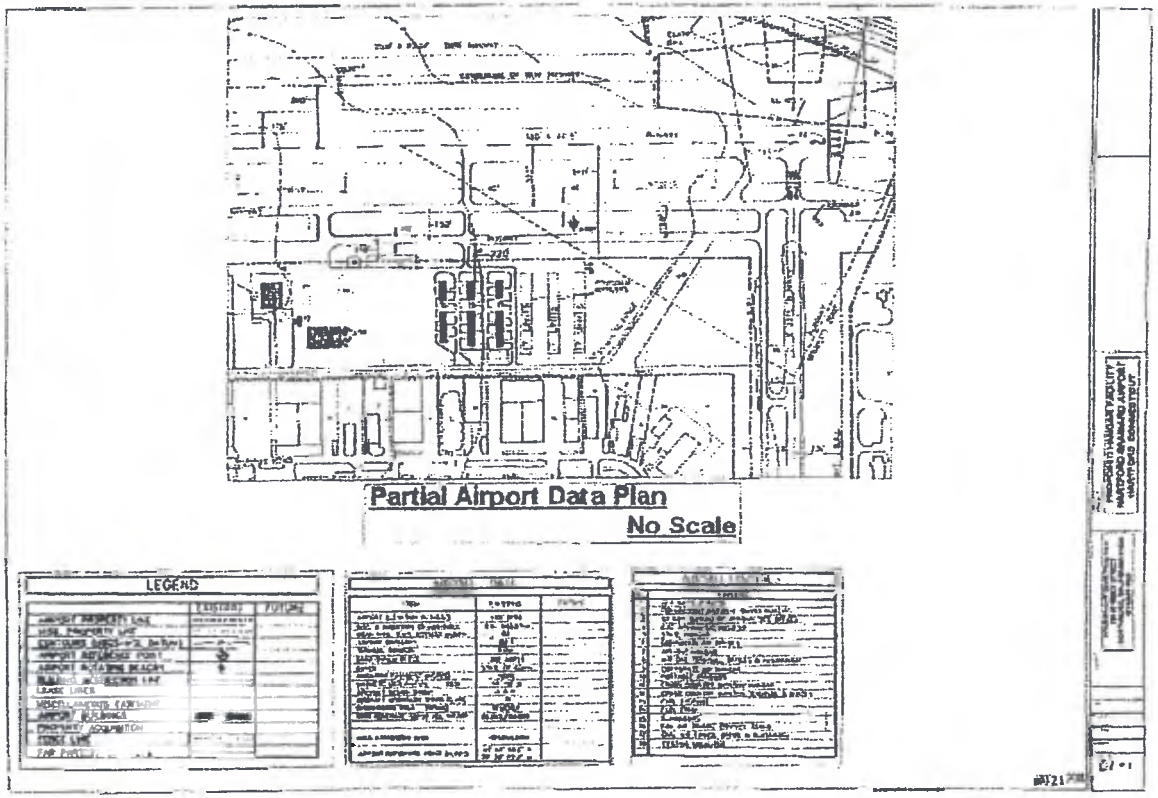
HARTFORD-BRAINARD AIRPORT

HARTFORD, CONNECTICUT

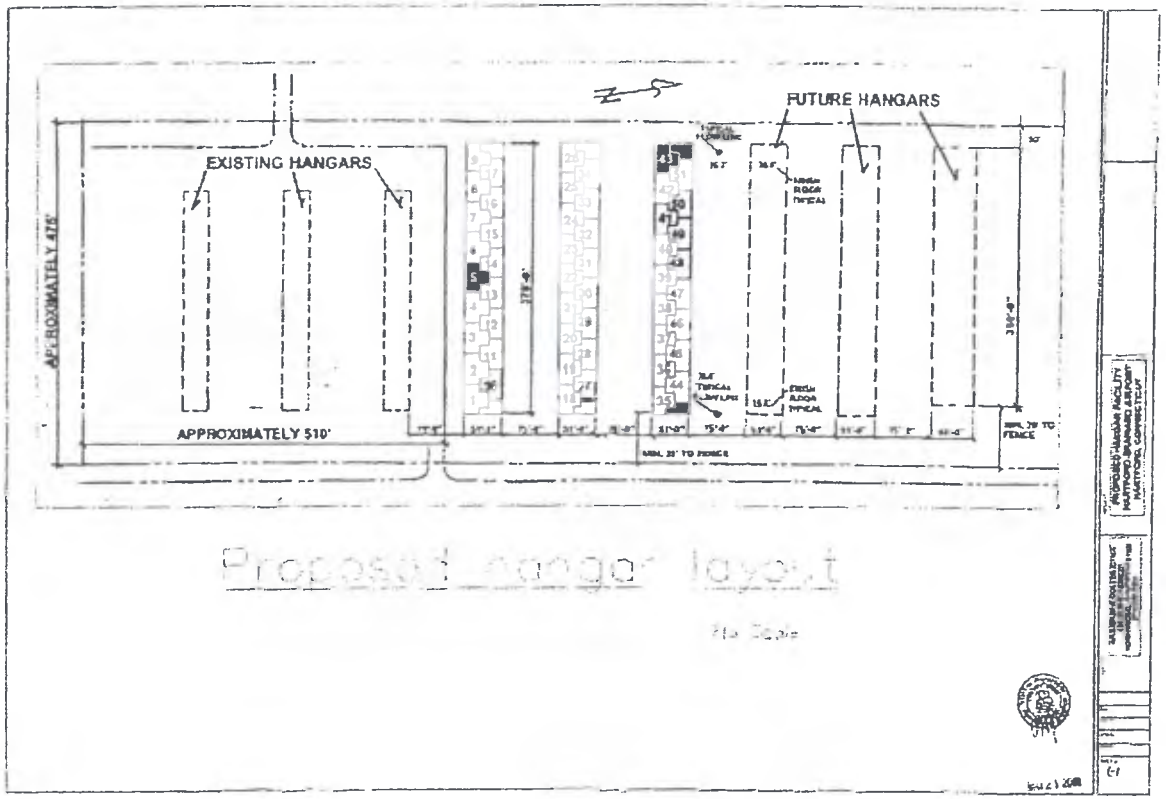


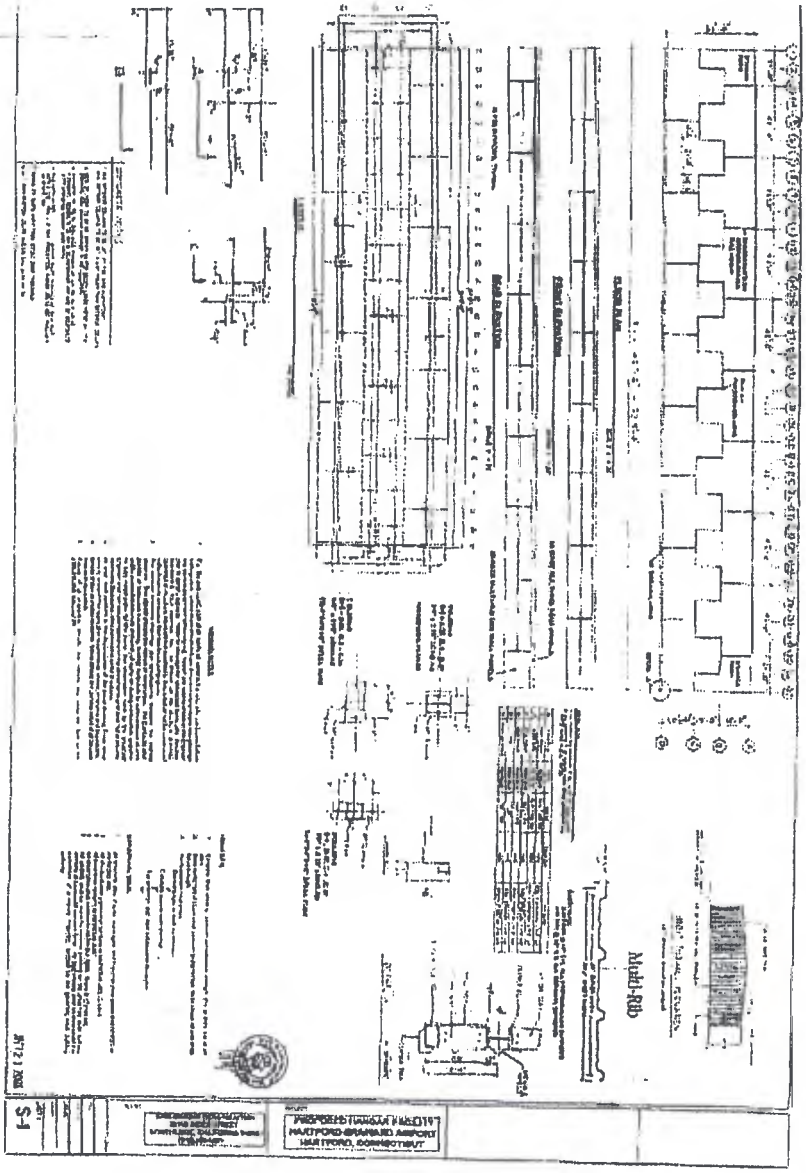
ARGUBRIGHT CONSTRUCTION
18140 INDEX STREET
NORTHRIDGE, CALIFORNIA 91326
(818)360-6029

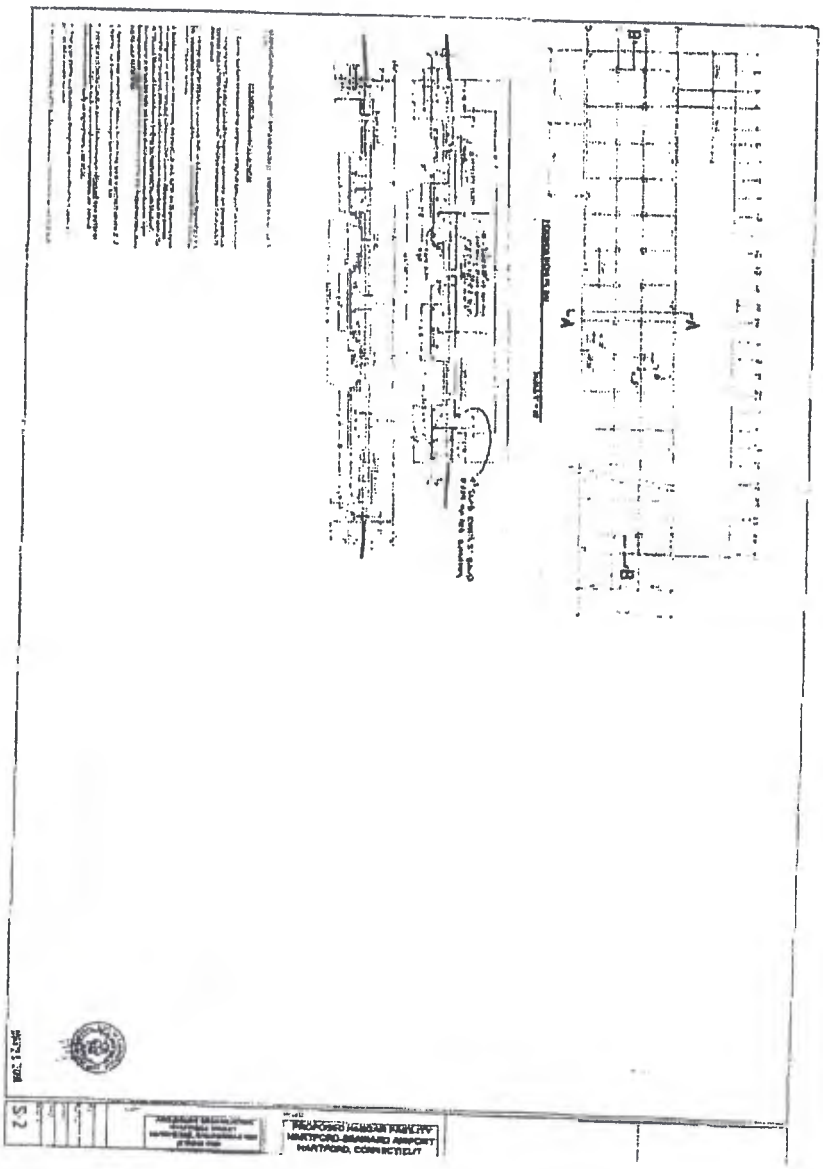
VOL 5053 PG 126

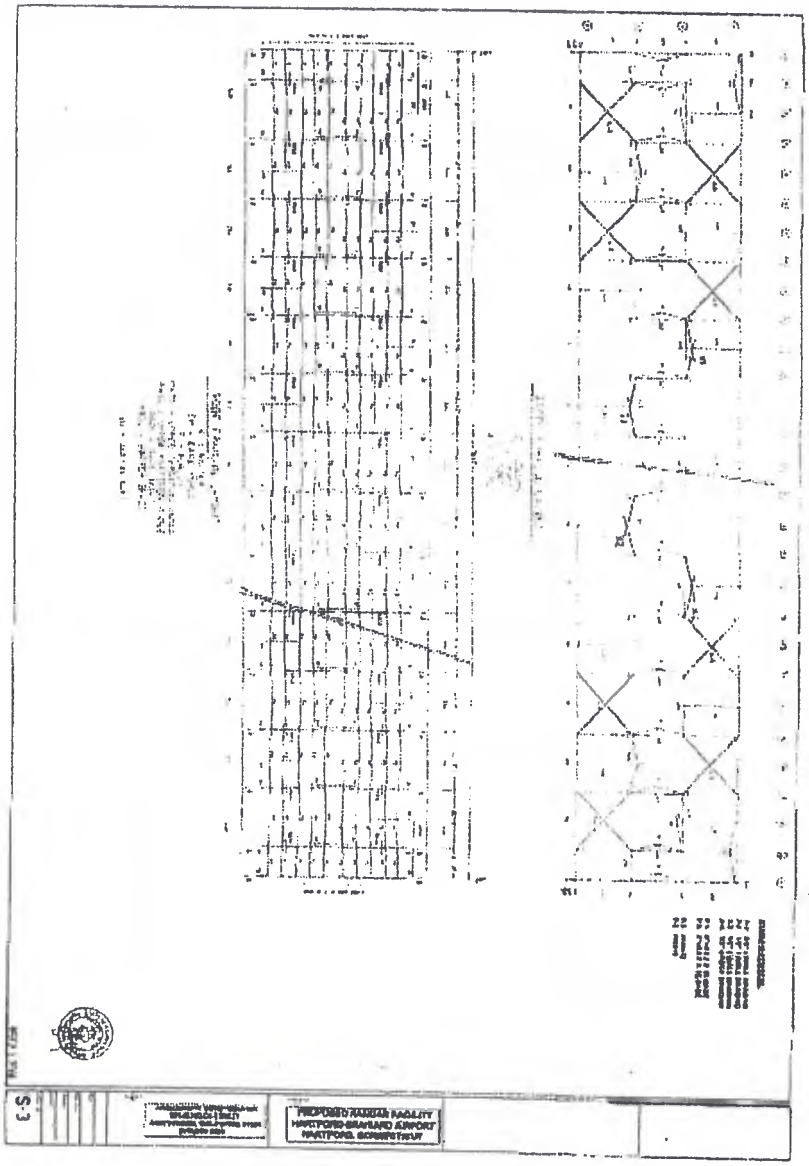


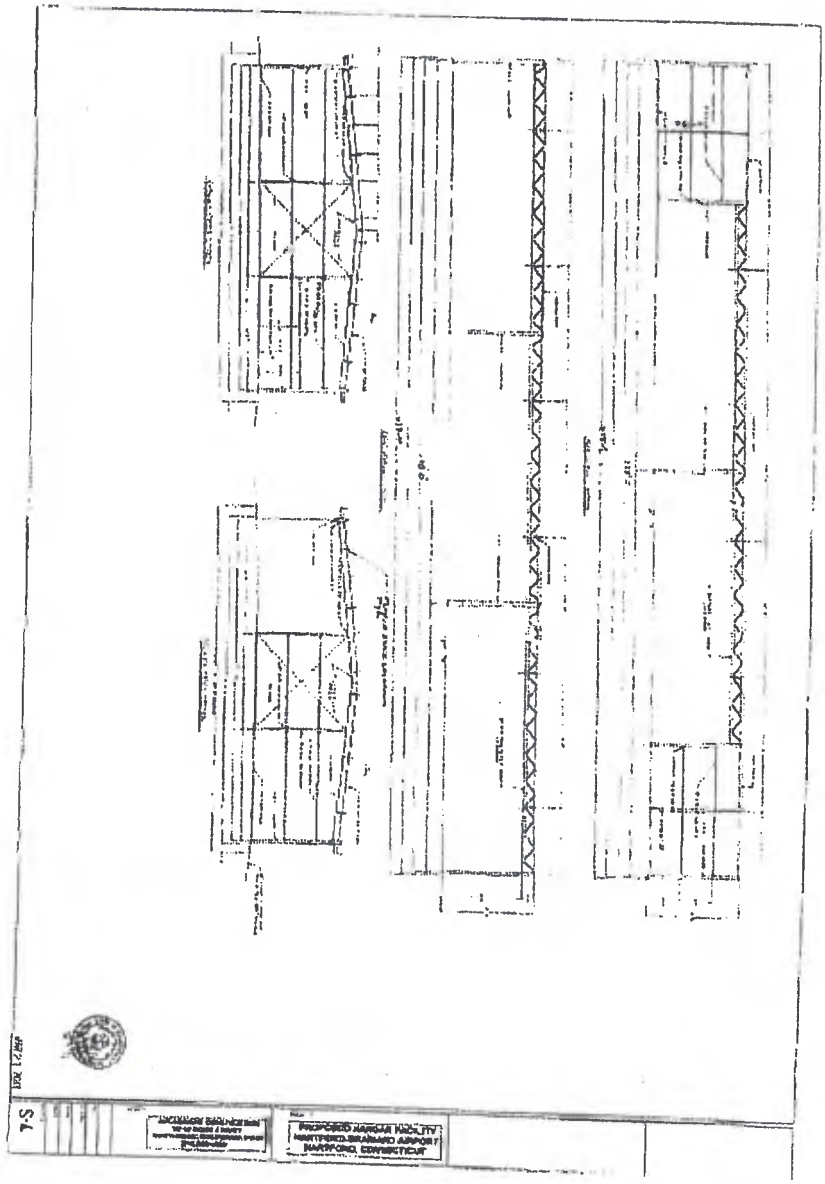
VOL 5053 PG 127

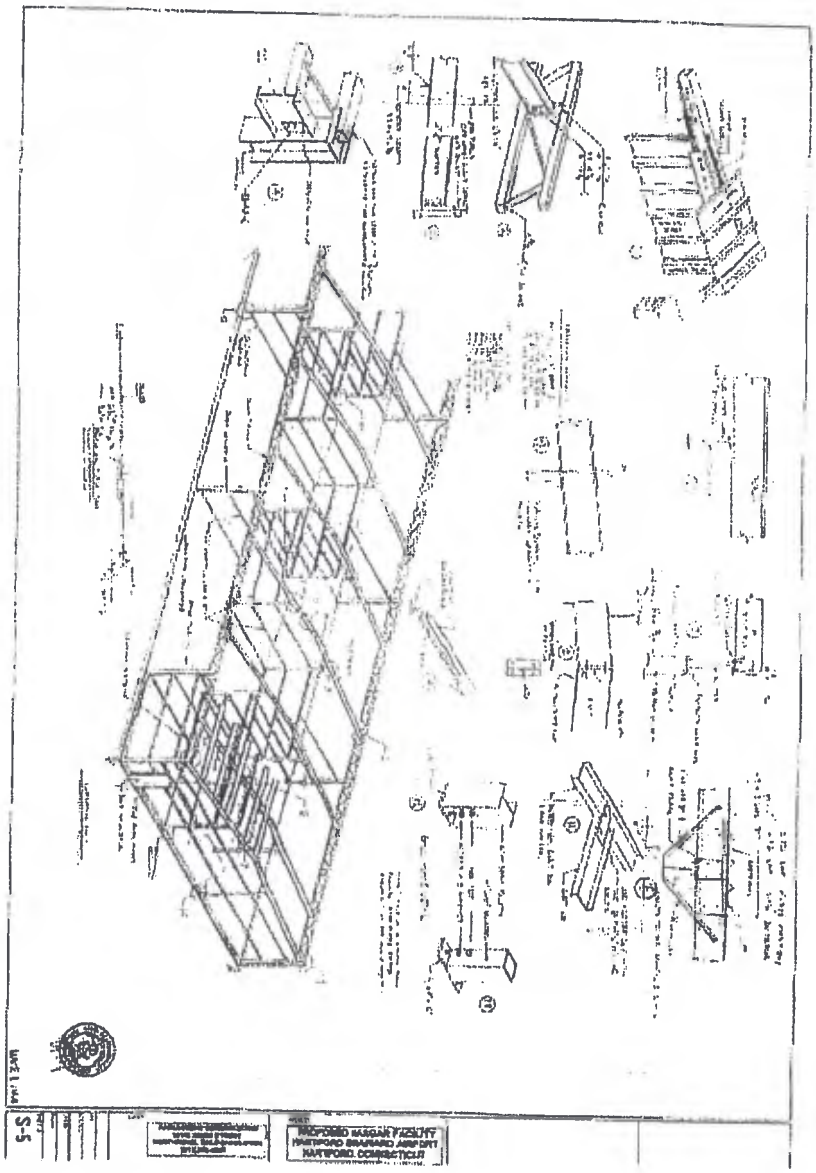


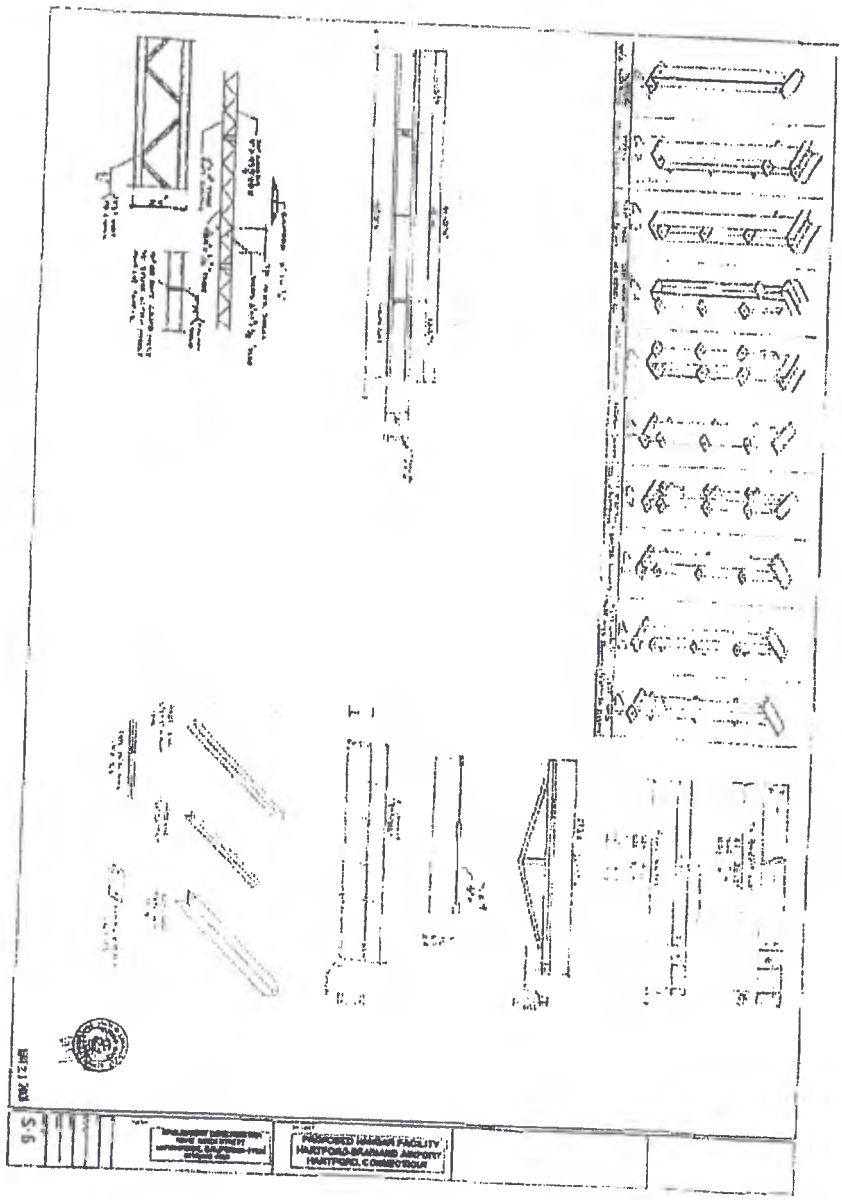









S-5
PROPOSED HANGAR FACILITY
HARTFORD BRAINARD AIRPORT
HARTFORD, CONNECTICUT



SCHEDULE D - ALLOCATED INTERESTS

Identifying Unit Number	Percentage Share of Common Elements	Percentage Share of Common Expenses	Votes in Affairs of Association
230-1	3.678538%	3.678538%	1
230-2	2.788191%	2.788191%	1
230-3	2.788191%	2.788191%	1
230-4	2.788191%	2.788191%	1
230-5	2.788191%	2.788191%	1
230-6	2.788191%	2.788191%	1
230-7	2.788191%	2.788191%	1
230-8	3.678538%	3.678538%	1
230-9	3.198219%	3.198219%	1
230-10	2.788191%	2.788191%	1
230-11	2.788191%	2.788191%	1
230-12	2.788191%	2.788191%	1
230-13	2.788191%	2.788191%	1
230-14	2.788191%	2.788191%	1
230-15	2.788191%	2.788191%	1
230-16	2.788191%	2.788191%	1
230-17	3.198219%	3.198219%	1
240-1	3.678538%	3.678538%	1
240-2	2.788191%	2.788191%	1
240-3	2.788191%	2.788191%	1
240-4	2.788191%	2.788191%	1
240-5	2.788191%	2.788191%	1
240-6	2.788191%	2.788191%	1
240-7	2.788191%	2.788191%	1
240-8	3.678538%	3.678538%	1
240-9	3.198219%	3.198219%	1
240-10	2.788191%	2.788191%	1
240-11	2.788191%	2.788191%	1
240-12	2.788191%	2.788191%	1
240-13	2.788191%	2.788191%	1
240-14	2.788191%	2.788191%	1
240-15	2.788191%	2.788191%	1
240-16	2.788191%	2.788191%	1
240-17	3.198219%	3.198219%	1

UNITS A	1071	26	27,846	2.788191%	0.72493
UNITS B	1228.5	4	4,914	3.198219%	0.12792 9
UNITS C	1413	4	5,652	3.678538%	0.14714 2
TOTAL		34	38,412		100.0%

* See § 9.2(b) of the Declaration

SCHEDULE E – RULES AND REGULATIONS

Rules and Regulations of Connecticut T-Hangar Condominium

Initial capitalized terms are defined in Article II of the Declaration. The following rules and regulations apply to all Unit Owners and occupants of the Units.

Owner hereby agrees to comply with the following rules and regulations:

a) To use the hangar only to house aircraft, along with any necessary aircraft ground handling equipment associated with said aircraft.

b) To store no gasoline, solvents, explosives, flammable paints, or other flammables in the hangar. (Exception: up to one case of aircraft engine oil in manufacturer's containers.)

c) To close hangar doors promptly after placing the aircraft in or taking it out of the hangar, and coordinate the operation on the ramp so as not to unduly or in an untimely fashion obstruct access to adjacent hangars.

d) To pay for any damage to exterior or common walls and doors.

e) To refrain from smoking in hangars or ramp areas.

f) To not use any high wattage electrical equipment, heat lamps, or machinery in or about the hangar or modify existing wiring or install additional outlets, fixtures or the like therein unless authorized in writing by the association and separate meter installed.

g) To not conduct any charter, rental, repair or instructional service or any other commercial activity in or from the hangar.

h) To report to the association any defects in the hangar which the owner feels require maintenance or repair.

i) To keep the hangar clean and free of all trash and debris, and not to place any trash or debris on the airport grounds.

j) To not attach any hoisting or holding mechanism to any part of the hangar struts or braces herein. For the purposes of this agreement, a hoisting or holding mechanism shall be deemed to include, but shall not be limited to, a chainball, block and tackle or other hoisting or winching device.

k) To not paint, remove, deface, modify, bend, drill, cut or otherwise alter or modify any part of the exterior of the hangar.

l) To abide by all lawful rules, regulations, laws, ordinances and directions of the Airport Authority and Minimum Standards with respect to the use of the airport and the hangar.

m) Within thirty (30) days of ownership date, to equip and maintain a 20A 120 BC 20lb dry chemical fire extinguisher stored on the floor or attached to a bracket attached to the wall immediately below the hangar light switch.

n) No commercial work to be performed on any aircraft while that aircraft is located on Waterbury/Oxford Airport by parties not licensed to conduct commercial operations on the Airport.

o) That the State shall have the right to enter the hangar at any time during an emergency or crisis situation and at other reasonable times after due notice to the owner for inspection.

EXHIBIT F

Agreement No. 3.08-01(02)

LEASE AGREEMENT

BETWEEN

THE STATE OF CONNECTICUT

AND

CONNECTICUT HANGARS, LLC

FOR

CONSTRUCTION, MAINTENANCE AND MANAGEMENT OF "T" HANGARS

AT

HARTFORD-BRAINARD AIRPORT

HARTFORD, CONNECTICUT

FILE NO. AERO-5207-1195

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Agreement No. 3.08-01(02)

LEASE AGREEMENT
CONNECTICUT HANGARS, LLC
CONSTRUCTION, MAINTENANCE AND MANAGEMENT OF "T" HANGARS
HARTFORD-BRAINARD AIRPORT
HARTFORD, CONNECTICUT
FILE NO. AERO-5207-1195

*Louis S. Cutillo, Deputy Commissioner

THIS LEASE AGREEMENT, hereinafter referred to as the Lease, concluded at Newington, Connecticut, this day of , 2002, by and between the State of Connecticut, Department of Transportation, James F. Byrnes, Jr., ~~Acting~~ Commissioner, acting herein by *~~Kenneth J. Robert, AAE, Aviation Administrator~~, Bureau of Aviation and Ports, duly authorized, hereinafter referred to as the State, and Connecticut Hangars, LLC, a Connecticut corporation having a principal place of business at Harrford-Brainard Airport, 251 Maxim Road, Hartford, Connecticut 06114, acting herein by Daniel M. Haug, its President, hereunto duly authorized, hereinafter referred to as the Second Party.

WITNESSETH: THAT

WHEREAS, the State is the owner of Hartford-Brainard Airport, hereinafter referred to as the Airport, which is located in the City of Hartford and State of Connecticut, and

WHEREAS, the Second Party is given the right to use certain land at the Airport hereinafter described, for the right and obligation to construct, maintain and manage six (6) T-Hangar buildings for the sole purpose of individually renting or conveying units pursuant to a declaration of condominium, attached as Exhibit G hereto, for the storage of aircraft and aircraft equipment, and

WHEREAS, the Second Party has a Temporary Letter of Agreement with the State effective August 9, 2001, and

WHEREAS, the State has the authority pursuant to Section 13b-42(b) of the Connecticut General Statutes, as revised, to enter into this Lease with the approval of the Secretary, Office of Policy and Management, the State Properties Review Board and the Attorney General, all being of the State of Connecticut.

NOW, THEREFORE, KNOW YE:

The State does hereby lease to the Second Party, subject to all stipulations, restrictions, specifications and covenants herein contained, that parcel of land together with the right and obligation to construct six (6) T-Hangar facilities (Facilities) thereon, said land and improvements thereto being designated herein as the Leased Premises, containing 315,885± square feet as shown on Exhibit B attached hereto and made a part hereof.

The State does hereby grant to the Second Party and the Second Party does hereby accept from the State the right and obligation to construct, maintain and manage on the Leased Premises six (6) T-Hangar facilities, all in accordance with the terms and conditions of this Lease, including the "DECLARATION CONDOMINIUM" and the "CONNECTICUT T-HANGAR CONDOMINIUM, A LEASEHOLD CONDOMINIUM PURCHASE AGREEMENT", attached hereto as Exhibits G and H, respectively.

The State does hereby grant to the Second Party, its agents, employees, contractors, business invitees and guests, the right of access to and from the Leased Premises and to the public areas of the Airport and to those portions of the operations area of the Airport including taxiways, runways, and other areas necessary for the operation of aircraft and maintenance of the Leased Premises and incidental and necessary for the use of the property as granted and permitted in this Lease. All such access shall be under the supervision and instruction of the Airport Manager.

ARTICLE I

TERM OF THE LEASE

The term of this Lease shall be for approximately thirty (30) years, commencing on August 9, 2001 and terminating on August 31, 2031.

Provided there exist no uncured defaults, the Second Party shall have the option to extend its leasehold interest for two (2) additional five (5) year periods under the same terms and conditions except that the rental for land and building(s) shall be as determined in accordance with Article III PAYMENTS TO THE STATE.

It is mutually understood and agreed by the parties hereto that the exercise of the option to extend the leasehold interest

of this Agreement shall be initiated by the Second Party by causing notice in the form and manner specified in Article XIII. NOTICES herein, to be received by the State not less than one hundred eighty (180) days nor more than two hundred forty (240) days prior to the expiration date of this Agreement.

ARTICLE II

CONSTRUCTION BY THE SECOND PARTY

A. The Second Party shall construct or cause to be constructed at its own expense, six (6) T-Hangar Facilities. This construction shall be completed in phases, specified as follows:

Phase I (Depicted in Exhibit C)- Construction of the two (2) northern T-Hangars, automobile parking for ¼ the T-Hangar tenants and installation of security gate. Construction to be completed by March 1, 2002.

Phase II (Depicted in Exhibit D)- Construction to start on or before March 1, 2002. Construction shall consist of one (1) T-Hangar on the west-end, at stub taxiway to Taxiway J built to State specifications and automobile parking for ¼ the T-Hangar tenants. This T-Hangar will have restrooms and a lounge. Construction to be completed by June 1, 2003. If work has not begun by or on March 1, 2002 the State shall have the right to terminate the lease on this portion of the leasehold interest.

Phase III (Depicted in Exhibit E)- Construction to start on or before August 1, 2003. Construction shall consist of relocation of fence line and tower road, automobile parking and grass tie downs. Construction to be completed on or before January 1, 2004. If work has not begun by or on August 1, 2003, the State shall have the right to terminate the lease on this portion of the leasehold interest.

Phase IV (Depicted in Exhibit F)- Construction to start on or before July 1, 2005. Construction shall consist of one (1) 6 unit Corporate Hangar, two (2) additional rows of 14 unit T-Hangars, new access taxiway to Taxiway J built to State specifications and automobile parking for ¼ the T-Hangar tenants. Construction to be completed on or before March 1, 2006. If work has not begun by or on July 1, 2005, the State shall have the right to terminate the lease on this portion of the lease area of the leasehold interest (the 148,315± square foot area depicted as Phase III).

The entire project including final payment and all site work shall be completed by May 1, 2006; subject, however, to delays due to strikes, shortages of labor, material or equipment, fire, war, accident, governmental regulations or other contingencies beyond the reasonable control of the Second Party. The total estimated capital investment for this project is Two Million Two Hundred Thousand Dollars ($2,200,000.00). The Second Party shall produce documentation within ninety (90) days of completion of Phase IV verifying the expenditure of Two Million Two Hundred Thousand Dollars ($2,200,000.00).

If the total cost of the project is below Two Million Two Hundred Thousand Dollars ($2,200,000.00), the State shall have the right to increase the square footage rental rate to compensate for the shortfall in investment or the State may at its discretion negotiate with the Second Party to have the Second Party provide additional improvements to the leasehold premise amounting to the agreed upon Two Million Two Hundred Thousand Dollars ($2,200,000.00) investment.

B. All plans shall be submitted to the State for review before the start of any corresponding construction. The State's involvement on this account shall not be construed as approval in lieu of any other regulatory requirements. Furthermore, the State shall not be liable on any account in its conduct of this process and the Second Party shall save the State harmless from any consequences of the proposed development. All construction shall conform to all applicable building, structural and fire codes. The Second Party shall obtain the approval of the plans and the specifications from the State's Building Official. The layout, design, and construction of airside pavement construction shall be coordinated with the State. Federal Aviation Administration approval of all aspects of the design and construction of all improvements on the Leased Premises shall be the Second Party's responsibility. The Second Party shall have the sole responsibility to obtain, execute and comply with any and all environmental permits and regulations or other permits and regulations that may apply to the proposed development. Also, the Second Party shall have the sole responsibility for procurement of any rights or easements both on and off Airport property if required.

C. The Second Party, after having received written approval of the plans and specifications for the construction and any other facilities to be constructed, renovated or installed, and having furnished the necessary construction insurance, surety and bonds specified in Article V hereof and the Data Booklet for Developers,

attached hereto and made part hereof, shall commence construction in accordance with said plans and specifications, and, without delay, shall diligently proceed to complete the construction and/or installations within the respective specified period of time, subject, however, to delays due to strikes, shortages of labor, material or equipment, fire, war, accident, governmental regulations or other contingencies beyond reasonable control of the Second Party.

D. The design, construction and installation of the aforementioned construction and/or improvements by the Second Party under the provisions of this Agreement shall conform to State building and safety codes and conform to applicable rules and regulations of the State Fire Marshal and any other federal or State, and local agency having regulatory jurisdiction. Said designs, construction, installations and/or periodic inspections shall be certified by a registered State engineer.

E. Title to all materials purchased for construction of the facility shall vest in the State and the Second Party shall have no property rights therein or in the Facilities except the right to occupy and use the Leased Premises and associated ramps and other areas of the Airport under the terms of this Lease. The Second Party shall assume and save harmless the State against all risks of loss of and/or damage to said materials and/or partially completed Facilities prior to the date on which the State shall approve the Facilities as having been fully constructed by the Second Party in accordance with the approved plans and specifications by issuance of a letter of acceptance to the Second Party. The State reserves the right at its own expense to perform construction inspections to assure construction in accordance with the approved plans and specifications.

F. During the construction and/or improvements of any components of the development, the Second Party shall submit progress reports (at least on a monthly basis) to the State bearing the signature of a registered professional engineer attesting to the compliance of the work in progress to all applicable requirements and construction plans.

G. At the conclusion of all construction and/or improvements, and before any occupancy, the Second Party shall submit to the State and to the State Building Inspector appropriate certification by a duly registered engineer, appropriate to the classification of the work.

H. The State reserves the right to take possession of any soils material at the existing site that may be surplus to the proposed development. The Second Party shall review all construction proposals with the State prior to construction. Any material claimed by the State shall be delivered by the Second Party to the area designated by the State and deposited in an orderly and reasonable fashion, at no cost to the State. The delivery of any such materials shall be limited to within the boundaries of the Airport. It will be the Second Party's responsibility to remove and properly dispose of any and all existing materials not claimed by the State. No material, that is not claimed by the State, shall be disposed of at any location at the Airport unless specifically approved in writing by the Airport Manager or a designated representative. The intent of this paragraph is for the purpose of salvaging suitable soils for other uses at the Airport.

I. The Second Party shall deliver to the State two (2) complete sets of as-built plans upon completion of construction and installation of all facilities.

J. The Second Party shall bear the entire cost and expense of the Facilities to be constructed and/or improved including the installation hereunder and shall bear all the risks of loss of and/or damage to any materials and/or partially completed facilities prior to the date of approval and acceptance by the State. The State shall approve the Facilities as having been fully completed by the Second Party in accordance with the approved plans and specifications, by issuance of a letter of acceptance to the Second Party; which approvals shall not be unreasonably withheld. The Second Party also shall provide all risk insurance coverage during the course of construction with the State named as an additional insured.

K. The Second Party shall provide and maintain or cause to be provided and maintained, at its own expense, all required fire alarm and control systems and all required utility systems (including metering devices) such as water, sewer, electricity, gas and telephone within the Leased Premises. The Second Party shall have the right to connect to all common utilities and to obtain such rights as may be required for water, sewer, power, telephone and any utility lines or facilities for the performance of the terms, conditions and covenants herein contained provided, however, that no common sewer shall be used for the disposal of industrial waste and the Second Party shall not discharge waste material that exceeds the limits or character permitted at the time. The Second Party shall comply with all federal and state

environmental regulations throughout the entire lease term. This shall include submission of all permit applications and forms to the State. The Second Party shall pay the costs of all utilities in accordance with the amount of use and/or consumption.

L. The State reserves the right, at its own expense, to perform construction inspections at times appropriate to the construction process, for the purpose of assuring conformity to approved plans and specifications.

M. Throughout the term of this Agreement, any alteration(s) or modification(s) to the plans, specifications, renovations and/or improvements as originally approved by the State and as built, shall require the State's written approval to be received by the Second Party prior to such alteration(s) or modification(s).

N. The Second Party shall indemnify and hold harmless the State against all risks of loss of and/or damage to any materials and/or partially completed renovations and/or improvements prior to the date of approval and acceptance by the State. The State shall approve the construction and/or improvements as having been fully completed by the Second Party in accordance with the approved plans and specifications, by issuance of a letter of acceptance to the Second Party. As a part of the foregoing conditions, the Second Party shall provide insurance in accordance with the provisions of Article VI hereof.

O. The Second Party shall be responsible for all maintenance and repairs of every kind as required to keep the Leased Premises deemed functionally and aesthetically adequate by the Airport Manager.

P. The parties mutually agree that all real property, including, but not limited to the Facilities, improvements, fences lighting, protection devices, sidewalks and/or paved areas, constructed or installed by the Second Party, shall become and remain the property of the State. Notwithstanding the fact that the State has title to the Facilities on the Leased Premises, it is the express intent and agreement of the parties that the Second Party shall be allowed to claim the federal income tax credits, deductions and benefits associated with such Facility construction, and the State shall make no claim to such credits, deductions or benefits.

Q. At the expiration and/or cancellation of this Agreement or any extension thereof, the Second Party shall have the right to

remove from the Leased Premises all personal property only. The Second Party shall repair any damage to the Leased Premises resulting from such removal and restore the Leased Premises to the same physical condition existing immediately before the removal, at no expense to the State. In the event the Second Party shall not fulfill this obligation within a reasonable time when requested by the State, the State shall at its option arrange to have the work done and shall bill the Second Party for all expenses incurred. The Second Party shall promptly pay when billed without recourse.

ARTICLE III

PAYMENTS TO THE STATE

A. Payments shall be due and payable, in advance, on the first day of each calendar month, in equal monthly installments. Payments will begin at $.040 per square foot and will increase annually as determined by the commencement date of this Agreement by 3% for the term of this Agreement.

B. Upon the first full or partial month of beneficial occupancy of the two (2) northern T-hangars (Phase I), the Second Party shall make rental payments to the State in the amount of $358.23 (.040 sq. ft. rate) per month for the 107,468 square foot parcel depicted in Exhibit C. "Beneficial Occupancy" is herein defined as a building or wholly integrated portion thereof which has been completed in accordance with the approved plans and specifications, and is deemed available for occupancy by the Principal Engineer of the State of Connecticut, Department of Transportation, except for completion of tenant finishes.

C. Upon 25% (four (4) aircraft hangar spaces) occupancy of the third T-hangar the Second Party shall pay the current square footage rate per month for the 167,567 square foot parcel as determined in this Article, Section A. This represents the "Total Lease Area" for Phase I and II.

D. Upon completion, as determined by the State, of Phase III the Second Party shall pay the current square footage rate per month for the 315,885 square foot parcel as determined in Article, Section A. Availability of this parcel for aircraft tie downs shall be considered completion of this Phase.

(1) Any document to be used to create an Encumbrance shall be submitted to the State not less than ninety (90) days prior to the effective date specified therein.

(2) Any document to be used to create an Encumbrance shall incorporate directly or by reference all the provisions of this Agreement.

(3) The Second Party shall supply to the State the information necessary for the State to conduct background investigations of persons or firms who may become beneficiaries of any Encumbrance for which approval is requested.

E. The State may withhold, at its sole reasonable discretion, approval of any Encumbrance for the existence of, but not limited to, the following conditions:

(1) The Second Party or any of its successors or assignees are in default in any terms, covenant or condition of this Agreement, whether notice of default has or has not been given by the State to the Second Party.

(2) The prospective beneficiary of the Encumbrance has not agreed under the provisions of the Encumbrance document to keep, perform and be bound by all the terms, covenants and conditions of this Agreement.

(3) All the terms, covenants and conditions of the Encumbrance, including the consideration therefore of any and every kind, have not been revealed in writing to the State.

F. If the Second Party is a corporation or an unincorporated association or partnership, the Encumbrance of any stock or interest in said corporation, association or partnership in the aggregate exceeding twenty-five percent (25%) shall be deemed an assignment within the meaning of this Agreement.

G. No beneficiary of any Encumbrance shall have the right to further transfer its benefits or obligations received under the provisions of this Article.

ARTICLE V

SURETY/BONDS

A. Upon receipt of written notice of the State's approval of the Second Party's plans and specifications and prior to any construction, the Second Party will furnish a suitable Performance Bond and Payment Bond on the State Form Nos. CLA-2A and CLA-2B respectively, in the amount of the contract for the construction which shall be binding with the award of the contract, guaranteeing the completion of the construction in accordance with the plans and specifications and providing for the protection of persons supplying labor or materials in the prosecution of the work provided for in the contract.

The surety countersigning the Performance Bond and Payment Bond shall be such person or persons, firm or corporation as the State shall, in writing find acceptable. Reference is made to Section 49-41 of the Connecticut General Statutes entitled "Public Structures. Bonds for protection of employees and materialmen." The intent of this paragraph of this Lease is to provide compliance with said Section 49-41 of the Connecticut General Statutes.

B. The Second Party shall execute and deliver to the State upon its execution of this Lease, valid surety in the amount of Twelve Thousand Dollars ($12,000) on a form or forms to be renewed annually and from a surety organization satisfactory to the State, which surety shall be in the form of a Bond, Irrevocable Letter of Credit or check payable to "Treasure State of Connecticut" and shall guarantee satisfactory performance by the Second Party of the terms and conditions of this Lease, and shall protect the State against loss in the event of default by the Second Party. The State reserves the right to adjust the amount of the surety throughout the term of this Lease in order to guarantee adequate coverage of the terms contained herein. Said surety shall be maintained in full force and effect during the entire term of this Lease, or any extension thereof.

ARTICLE VI INSURANCE

A. With respect to the operations performed by the Second Party under the terms of this Agreement and also those performed for the Second Party by its subcontractors, the Second Party will be required to carry for the duration of this Agreement, and any

supplements thereto with the Sate being named as an additional insured party for paragraphs (1), and (2) below, the following minimum insurance coverage at no direct cost to the State. In the event the Second Party secures excess/umbrella liability insurance to meet the minimum requirements specified in paragraphs (1) and/or (2) below, the State of Connecticut shall be named as an additional insured.

(1) The Second Party shall carry Commercial General Liability Insurance, including Contractual Liability Insurance, providing for a total limit of Five Million Dollars ($5,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of Ten Million Dollars ($10,000,000) for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy

(2) The operation of all motor vehicles, including those hired or borrowed, used in connection with this Agreement shall be covered by Automobile Liability Insurance providing a total limit of One Million Dollars ($1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least Two Million Dollars ($2,000,000).

(3) With respect to all operations the Second Party performs and all those performed for the Second Party by subcontractors, the Second Party and subcontractor(s) shall carry Workers' Compensation Insurance and, as applicable, insurance required in accordance with the U.S. Longshore and Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the State of Connecticut, and of the laws of the United States respectively.

(4) The Second Party shall carry Owner's and Contractor's Protective Liability Insurance providing for a total

limit of Seven Hundred Fifty Thousand Dollars ($750,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence and, subject to that limit per accident, a total (or aggregate) limit of One Million Five Hundred Thousand Dollars ($1,500,000) for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period.

B. In conjunction with the above, the Second Party agrees to furnish to the State on the form or forms supplied by the State, a Certificate of Insurance, CON-32, fully executed by an insurance company or companies satisfactory to the State for the insurance policy or policies required hereinabove which policy or policies shall be in accordance with the terms of said Certificate of Insurance. For the Workers' Compensation Insurance and, as applicable, U.S. Longshore and Harbor Workers' Compensation Act coverage, the policy number(s) and term of the policy shall be indicated on the CON-32. Each insurance policy shall state that the insurance company agrees to investigate and defend the insured against all claims for damages, even if groundless.

C. All policies of insurance required under this Article shall not be subject to cancellation except after notice is given to the State in the manner set forth in Article XIII, hereof at least thirty (30) days prior to the date of cancellation.

D. Insurance coverage required of the Second Party shall be subject to adjustment from time to time to comply with any changes in minimum requirements determined necessary by the State for its protection.

E. The failure of the State, at any time or from time to time, to enforce the foregoing provisions of this Article concerning insurance coverage shall not constitute a waiver of those provisions nor in any respect reduce the obligation of the Second Party to defend and hold and save the State harmless with respect to any bodily injury or property damage claims and/or losses covered by this Article.

F. It is further understood and agreed by the parties hereto, that the Second Party shall not use the defense of sovereign immunity in the adjustment of claims or in the defense of any suit, unless requested to do so by the State.

G. The Second Party shall maintain and keep in full force and effect at all times for the duration of this Agreement, including any amendments thereto and all renewals and/or extensions thereof, fire and extended coverage insurance on the facilities covering the full replacement costs thereof. In the event that any of the facilities shall be damaged or destroyed by fire or other casualty insured against, as provided above, the Second Party shall within ninety (90) days of the occurrence thereof, promptly repair, restore or rebuild the same as nearly as practicable to the condition prior to such fire or other casualty. If the Second Party is unable to comply, the State shall be notified of the delay and a new repair schedule shall be mutually agreed upon. The Second Party shall apply any insurance money recovered by or paid to it to such repair, restoration or rebuilding. If the Second Party shall not repair, restore or rebuild, then such insurance money recovered by the Second Party may be retained by the State. In the event the damage shall be so extensive as to render any such building or structure untenantable and substantially unusable, and the State shall exercise its option hereunder to have the Second Party repair, restore or rebuild the same, the rental payment(s), as provided herein, shall be equitably adjusted until such time as such building or structure shall again be made tenantable and ready for use and occupancy. In the event the State shall not so request the Second Party to repair, restore or rebuild, the rental shall be equitably adjusted from the date of damage or destruction until the expiration of ninety (90) days thereafter.

ARTICLE VII

LIABILITY AND INDEMNITY

The Second Party shall protect, defend, and hold the State and its servants, agents, or employees completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), or any nature whatsoever arising out of or incident to this Lease and/or the use or occupancy of the Leased Premises or the acts or omissions of the Second Party, its officers, agents, employees, contractors, subcontractors, licensees, or invitees, regardless of where the injury, death or damage may occur, unless such injury, death or damage is caused by the sole negligence of the State. The State shall give to the Second Party reasonable notice of any

such claims or actions. The Second Party shall also use counsel reasonably acceptable to the State in carrying out its obligations hereunder. The provisions of this Article VII shall survive the expiration or early termination of this Lease, and shall not be limited by reason of any insurance coverage.

ARTICLE VIII

MAINTENANCE OF THE LEASED PREMISES

A. The Second Party is responsible for providing continuous on Airport management of the lease hold premises. Such management shall consist of but not be limited to, landlord management services, accounting, collection of rents, assignment of available space, preventative and routine maintenance and repairs, landscaping and grass cutting, snow removal and ice control, and any other requirements and services so stated in this Agreement.

B. The Second Party will before January 1, 2002 and from time to time submit to the State for approval the name of a business entity and particular employee who has authority to accomplish all necessary obligations under this Agreement. Said entity is to be named as on-airport manager responsible for this Lease Agreement.

C. The State retains the right to inform the Second Party that its choice of business entity and or particular employee there of is not performing satisfactually and require the Second Party to replace said business entity or particular employee within thirty (30) days.

D. If the Second Party does not provide satisfactory on-airport management by the thirty-first (31st) day, the State shall consider the Second Party in default and shall proceed to cancel this Agreement.

E. If the contractual obligations stated in this Agreement are not being performed to the State's satisfaction and said obligations are effecting the safety or health of individuals or private property the State has the right to take immediate corrective action utilizing the surety provided by this Agreement.

F. The Second Party shall, at its own expense, provide for any and all janitorial services, waste disposal and all maintenance of every kind and description, including, but not limited to, pavement and structural repairs and replacements, on the Leased Premises. The degree of maintenance provided shall be at least equal to the same level as the State may require in its codes,

regulations, statutes and rules, promulgated from time to time relating to said or similar facilities.

G. The Second Party shall be responsible for the removal of all snow and ice from the Leased Premises and may place it on those areas of the Airport designated by the Airport Manager, which areas shall be as reasonably close to the Leased Premises as possible. The State shall remove ice and snow from other areas on the Airport in a manner which shall be least disruptive to the Second Party's operation.

ARTICLE IX

UTILITIES

The Second Party shall have the right, at its own expense, to connect to all common utilities and to maintain such connections and to obtain such rights from other parties as may be required for pipe, sewer, drainage, power, telephone and any other utility lines or facilities for the performance or its operations provided, however, that no common sewer shall be used for the disposal of industrial waste and the Second Party shall not discharge waste material that exceeds the limits or character permitted at the time. The Second Party shall pay maintenance, installation and consumption costs of all utilities on the Leased Premises.

ARTICLE X

SIGNS

The Second Party has the right to erect advertising and identification signs on the Leased Premises and on the lands owned by the State adjacent to roadways leading to the Leased Premises and to the Airport, when the Second Party receives prior written approval by the State, which approval shall not be unreasonably withheld nor decision delayed.

ARTICLE XI

COVENANT OF QUIET ENJOYMENT

The State represents and warrants to the Second Party that the State has good title to the Leased Premises and that the Second Party shall have the quiet and peaceful enjoyment of the Leased Premises so long as the Second Party performs its obligations hereunder and that the rights herein granted to the

Second Party are in conformity with any and all other binding obligations of the State with respect to the Airport.

ARTICLE XII

ADDITIONAL RIGHTS, OBLIGATIONS AND COVENANTS BETWEEN THE PARTIES

A. The Second Party shall comply with all rules, regulations and orders of the Airport Manager or his/her designated representative, to promote the safety or good order of the Facilities.

B. The Second Party who uses the Facilities for the purpose of storing aircraft and/or aircraft equipment in accordance with the provisions of this Lease shall have the right to use, in common with others, all public areas and facilities, equipment, improvements, services, and accessories of the Airport, including, but subject to all regulations required by the State for proper management of the Airport, the runways, landing areas, taxilane(s), taxiways, aprons, roadways, parking areas, terminal (if any), runway lights, signals and other operating aids usual and necessary for the conduct of non-revenue producing activities.

C. The Second Party agrees that it shall not permit hazardous or unreasonably objectionable fumes, smoke or odors apart from those experienced in normal aviation activity to reach areas above the surface of the land, and that no unsightly accumulation of boxes, barrels, packages, wastepaper or other articles shall be permitted on the Leased Premises.

D. The Second Party agrees that the State shall have the right to enter the Leased Premises at any time during emergency or crisis situations and at other reasonable times after due notice to the Second Party for inspection, maintenance or correction of subsurface installations or conditions, or for any other legal reasons within its jurisdictional authority as a governmental body and as an owner of real estate.

E. "Environmental Laws" shall mean and include 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. SS 9601, et seq., the Federal Oil Pollution Act of 1990, 33 U.S.C. SS 2701, et seq., the Federal Toxic Substances Control Act, 15 U.S.C. SS 2601, et seq., the Federal Resource and Recovery Act, as amended, 42 U.S.C. SS 6901 et seq., the Federal Hazardous Material Transportation Act, 49 U.S.C. SS 1801 et seq., the Federal Clean Air Act, 33 U.S.C. SS 7401 et seq., the Federal Water Pollution Control Act, 33 U.S.C. SS 1251 et seq., the River and Harbors Act of 1899, 33 U.S.C. SS 401 et seq., and all rules and regulations of the United States Environmental Protection Agency, or any other state, local or federal agency or entity having jurisdiction over environmental or health and safety matters, as such may have been amended.

"Hazardous Substance" shall mean any and all materials, chemicals, or other substances that are hazardous or non-toxic or otherwise regulated or controlled pursuant to any of the Environmental Laws.

All the Second Party's obligations in this Article XII, Section E, shall survive this Agreement or any other agreement or action, including, without limitation, any consent decree, or order, between the Second Party and the government of the United States or any department or agency thereof, the State and/or the Municipality.

It is the intent of this Article XII, Section E to impose liability on the Second Party only for hazardous conditions created by the Second Party, its officers, contractors, invitees, its members, and/or any other party under its direction and/or control during the term of this Agreement.

The Second Party shall protect, indemnify, defend, and hold harmless the State and any of its officers, employees and agents and their respective heirs, legal representatives, successors and assigns, from and against any and all loss, damage, cost, charge, lien, debt, fine, penalty, injunctive relief, claim, demand, expense, suit, order, judgment, adjudication, liability, or injury to person, property or natural resources, including attorneys' fees and consultants' fees (any of the foregoing being referred to in this Agreement as a "Claim") arising out of, attributable to, which may accrue out of, or which may result from (i) any violation or alleged violation of the Environmental Laws by any person or entity or other source whether related or unrelated to the Second Party, or (ii) the disposal or alleged disposal of Hazardous Substances (whether intentional or unintentional, direct or indirect, foreseeable or unforeseeable) by any person or entity

or other source, whether related or unrelated to the Second Party, from the date of this Agreement forward.

F. The Second Party agrees to comply with and conform to all applicable federal and state statutes and regulations regarding health, safety, nuisance, and fire, so far as the Leased Premises are concerned, as the same may be applicable to State-owned properties.

G. The Second Party shall promptly record a "Notice of Lease" for this Lease, including any supplements hereto all renewals there of, if any, in the land records of the town(s) in which the Leased Premises are located, at no expense to the State, and the recording shall be done immediately upon notification that fully executed and approved document is ready to be recorded. Failure of the Second Party to record the document as specified herein shall be sufficient grounds for the State to terminate this Lease without notice.

H. The receipt of any payment by the State, with knowledge of any default of this Lease by the Second Party in the observance or performance of any of the conditions or covenants of this Lease, shall not be deemed to be a waiver by the State of any provision of this Lease. If the Second Party makes any payment of any amount less than that due hereunder, the State without notice may accept the same as payment on account and the State shall not be bound by any notation on any check involving such payment nor any statement in any accompanying letter.

No failure on the part of either party to enforce any covenant or provision herein contained, nor any waiver of any right thereunder by either party, unless in writing, shall discharge or invalidate such covenant or provision or affect the right of either party to enforce the same in the event of any subsequent default. The receipt by the State of any rent or any other sum of money or any other consideration hereunder paid by the Second Party after the termination, in any matter, of the term herein demised, or after the giving by the State of any notice hereunder to effect such termination, shall not reinstate, continue, or extend the term herein demised, or destroy, or in any manner impair the efficiency of any such notice of termination as may be given hereunder by the State to the Second Party Prior to the receipt of any such sum of money or other consideration, unless otherwise herein provided or so agreed to in writing and signed by the State. Neither acceptance of the keys nor any other act or thing done by the State or any agent or employee of the State during the term herein demised shall be deemed to be an

acceptance of a surrender of said Leased Premises, excepting only an agreement in writing signed by the State accepting or agreeing to accept such a surrender. Any right herein granted to the State to terminate this Lease shall apply to any extension or renewal of the term herein demised, and the exercise of any such right during the term herein demised shall terminate any extension or renewal of the term herein demised and any right on the part of the Second Party hereto.

I. The Second Party agrees that during the entire life of this Lease it will file with the State updated lists of its tenants and a sample copy of the aircraft storage and parking subleases, by delivering to such other person or office designated by the State in writing. All subleases shall be subject to and subordinate to this Lease and each subtenant shall be required to comply with all applicable restrictions and conditions of this Lease.

J. The Second Party shall recognize the authority of the Airport Manager in supervising the conduct of aviation activities at the Airport. Compliance with the Airport Manager's reasonable rightful directions is mandatory and may involve such things as temporary relocation of parked aircraft or other vehicles and temporary use of associated ramp areas. Continual disregard of the Airport Manager's reasonable rightful directions shall be deemed to be a default under this Lease and the State shall have the right to cancel this Lease in accordance with provisions of Article XIV herein.

K. It is the intent of the State that the Airport be maintained as a public airport pursuant to federal and state regulations. The parties recognize that a major investment in money is being made by the Second Party and that both parties are making a long-term commitment at the Airport with reliance on future aviation activity. If the Airport is not maintained for the use of the public for general aviation the Second Party shall have the right to claim a taking of the value of the Second Party's leasehold interest.

L. Except as provided herein and except for the subleasing of the Facilities for the storage of aircraft and aircraft equipment, the Second Party agrees that it shall not sublet the Leased Premises or any such interest thereof nor shall this Lease be assigned without receipt of prior written approval from the State, which approval shall not be unreasonably withheld nor the decision delayed, time being of the essence. It is understood that subject to the State's written approval, which approval shall

not be unreasonably withheld nor decision delayed, the Second Party in addition to subleasing the Facilities may sublease other space within such buildings for the storage of aeronautical items or for any other uses as the State, in its sole judgment, may consider to be compatible with the operation of the Airport.

M. The State shall maintain such security and fire protection in the Leased Premises as it does for other leased buildings and leased properties in the Airport.

However, the Second Party will provide the required number of fire extinguishers, as established in the N.F.P.A. fire codes for these particular types of structures and use of the buildings. Said extinguishers will be mounted and located per N.F.P.A. fire codes and shall be maintained in operating condition at all times.

N. Nothing contained in this Lease shall be construed to indicate that the Second Party has any exclusive rights at the Airport beyond the exclusive right to use and occupy the Leased Premises.

O. On the last day of the term demised or on the sooner or later termination thereof, the Second Party shall peaceably and quietly leave, surrender and yield up unto the State and singular the Leased Premises, in good order, repair and condition, ordinary wear and tear excepted.

P. The State may, at its option, provide locations on the Airport, which locations shall be designated by the Airport Manager, for the Second Party to dispose of any earth material found to be excess in the Facility on the Leased Premises.

Q. The Second Party agrees that in the exercise of the rights and privileges herein granted for providing "T" Hangar space to the public for the storage of aircraft and aircraft equipment, it shall:

(i) Furnish said service on a fair, equal and unjustly discriminatory basis to all users thereof.

(ii) Charge fair, reasonable and not unjustly discriminatory prices for such service, provided that the Second Party may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers, and/or its own members.

R. Security of the Leased Premises, including building materials, tools and equipment are the responsibility of the Second Party.

ARTICLE XIII

NOTICES

It is mutually understood and agreed by the parties hereto that any official notice from one party to the other party (or parties), in order for such notice to be binding thereon, shall:

A. - be in writing addressed to:

(i) when the State is to receive such notice -

Commissioner of Transportation
Connecticut Department of Transportation
2800 Berlin Turnpike
P.O. Box 317546
Newington, CT 06131-7546;

(ii) when the Second Party is to receive such notice -

Mr. Daniel M. Haug
President
Connecticut Hangars, LLC
P.O. Box 142
Spring House, PA 19477

B. - be delivered in person or mailed United State Postal Service - "Certified or Registered Mail" to the address recited herein as being the address of the party(ies) to receive such notice; and

C. - contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

The term "official notice" as used herein, shall be construed to include, but not limited to, any request, demand, authorization, direction, waiver, and/or consent of the party(ies) as well as any document(s) provided, permitted, or required for the making or ratification of any change, revision, addition to or deletion from the document, contract, or agreement in which this "official notice" specification is contained.

Further, it is understood and agreed that nothing herein above contained shall preclude the parties hereto from subsequently agreeing, in writing, to designate alternate persons by name, title, and affiliation to which such notice(s) is (are) to be addressed; alternate means of conveying such notice(s) to the particular party(ies); and/or alternate locations to which the delivery of such notice(s) is (are) concluded pursuant to the adherence to this specification.

ARTICLE XIV

TERMINATION OF THE LEASE

A. The State may cancel this Lease and require the Second Party to vacate and surrender possession of the Leased Premises ninety (90) days after receipt by the Second Party and any mortgagee, assignee, pledge or other party known by the State to have a security interest in this Lease, in the leasehold, or in the Leased Premises of written notification of a default of this Lease, which default remained uncured beyond a reasonable period of time acceptable to the State which in any case shall not be less than sixty (60) days.

B. The provisions of Section A notwithstanding, no default of this Lease shall result in a termination by cancellation so long as the Second Party shall be proceeding from the time it receives actual written notice of such default to cure the same diligently and in good faith and shall accomplish such cure within a reasonable period of time acceptable to the State.

C. If the Second Party is finally declared insolvent or finally adjudicated bankrupt by competent authority, this Lease shall be deemed to have been breached and the State shall have the right to enter and take possession of the Leased Premises immediately, and except for liabilities incurred prior to such action, such rights and responsibilities shall likewise cease. Subsequent to said declaration or said adjudication, the failure of the State to immediately enter and take possession of the Leased Premises shall not operate or serve as a waiver of the State's right to enter and take possession of the Leased Premises.

D. In the event that the Airport is taken over by any federal or state agency as a result of which the Airport ceases to function as an airport for general commercial traffic for a period of sixty (60) days or more, the Second Party may terminate this Lease and such takeover will be deemed a condemnation under the power of eminent domain, and upon demand the State shall thereupon

pay to the Second Party the amounts to which the Second Party is entitled under state statutes pertaining to such condemnations. If the Second Party does not terminate this Lease, the original term of this Lease shall be extended for a period of time equal to that period during which the airport has not functioned as an airport for general commercial traffic.

E. Any right herein granted to the State to terminate this Lease shall apply to any extension or renewal of the term herein demised, and the exercise of any such right during the term herein demised shall terminate any extension or renewal of the term herein demised, and any right on the part of the Second Party hereto.

ARTICLE XV

COMPLIANCE WITH FEDERAL AND STATE STATUTES, REGULATIONS AND EXECUTIVE ORDERS

The Second Party shall comply with the Federal and State statutes, regulations, policies and executive orders, as well as, all other provisions set forth in the Administrative and Statutory Requirements, hereinafter referred to as "Attachment A" attached hereto and incorporated herein. The State reserves the right to amend the contents of "Attachment A" in accordance with any future changes in the applicable Federal and State statutes, regulations and executive orders.

ARTICLE XVI

GOVERNMENTAL AGENCY EXEMPTION

The Second Party hereby acknowledges and agrees to comply with Connecticut General Statute Section 12-407 - subsection 2 - pertaining to tangible personal property or services rendered that is/are subject to sales tax. The attached copy of the "Governmental Agency Exemption Certificate" is hereby made a part hereof.

ARTICLE XVII

MISCELLANEOUS

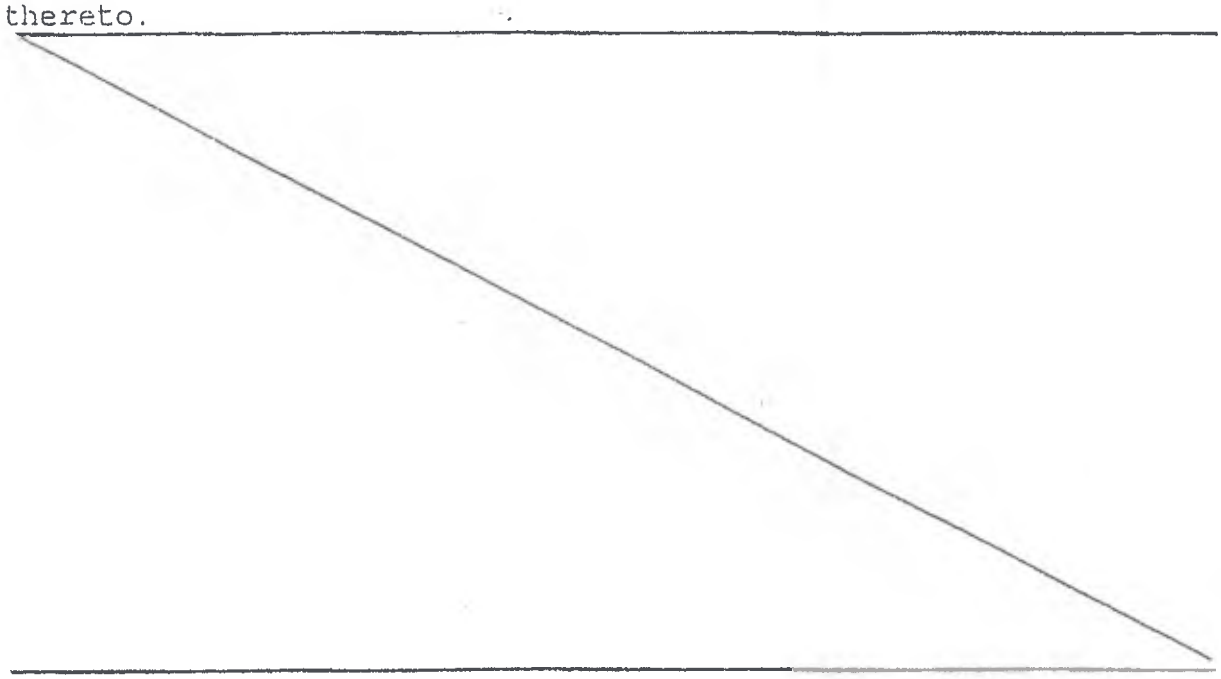
A. The Secretary of State of the State of Connecticut or his/her successors in office is hereby appointed by the Second Party as its agent for service of process for any action against the State arising out of or as a result of this Lease, such

appointment to be in effect throughout the life of this Lease including any supplements hereto and renewals thereof, if any, and six (6) years thereafter, except as otherwise provided by state statute.

B. The terms and provisions herein contained constitute the entire agreement between the parties and shall supersede all previous communications, representations, or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof, and not agreement or understanding varying or extending the same shall be binding upon either party hereto unless in writing signed by both parties hereto; and nothing contained in the terms or provisions of this Lease shall be construed as waiving any of the rights of the State under the laws of the State of Connecticut.

C. The Second Party agrees that this Lease shall not be effective until said Lease has been approved by the Secretary, Office of Policy and Management, the State Properties Review Board and by the Attorney General, all being of the State of Connecticut.

D. The Second Party shall notify the State in writing when there is a change in its Certificate of Incorporation or a change in the individual(s) in actual charge of the work specified herein. This change shall not relieve the Second Party of any responsibility for the accuracy and completeness of all products of the work under this Agreement, including all supplements thereto.



IN WITNESS WHEREOF, the parties hereto do hereby set their hands and seals or the day and year indicated.

WITNESSES:

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
JAMES F. BYRNES, JR. ~~ACTING~~ COMMISSIONER

SIGN: _____
PRINT: Ann Carlson

BY: _____ (STATE SEAL)
~~Kenneth J. Robert, AAE~~ Louis S. Cutillo
~~Aviation Administrator~~ Deputy Commissioner
Bureau of Aviation and Ports

SIGN: _____
PRINT: Kim Bielfar

DATE: 12-19-03

STATE OF CONNECTICUT)
) ss: Newington 12-19 A.D., 2003
COUNTY OF HARTFORD) MONTH DAY

Personally appeared for the State, Louis S. Cutillo ~~Kenneth J. Robert, AAE~~, Signer and Sealer of the foregoing Instrument and acknowledged the same to be the free act and deed of the Department of Transportation, and his free act and deed as ~~Aviation~~ Deputy ~~Administrator~~ Commissioner, Bureau of Aviation and Ports, before me.

My Commission Expires:
Jacqueline Bellacicco
Notary Public
My Commission Expires April 30, 2005

_____
NOTARY PUBLIC

WITNESSES:

SECOND PARTY
CONNECTICUT HANGARS, LLC

SIGN: _____
PRINT: ELINOR R. KRIEGEL

BY: _____ (CORP. SEAL)
Daniel M. Haug
President

SIGN: _____
PRINT CATHERINE R. WILSON

DATE: Jan 28 2003

STATE OF Pennsylvania)
) ss: Spring House Jan 28 A.D., 2003
COUNTY OF Montgomery) CITY/TOWN MONTH DAY

Personally appeared for the Second Party, Daniel M. Haug, Signer and Sealer of the foregoing Instrument and acknowledged the same to be the free act and deed of Connecticut Hangars, LLC and his free act and deed as President before me.

My Commission Expires:

NOTARIAL SEAL
SHERON M. CAMPBELL, Notary Public
Lower Gwynedd Twp. Montgomery County
My Commission Expires November 13, 2006

_____
NOTARY PUBLIC

Agreement No. 3.08-01(02)

This Agreement is made with the approval of the undersigned pursuant to Section 13b-42(b) of the General Statutes of Connecticut, as revised.

Secretary,
Office of Policy and Management
State of Connecticut

Date: 2/20/04

Name: PASQUALE A. PEPE
Title: CHAIRMAN
For State Properties Review Board
State of Connecticut

Date: 3/25/04

Attorney General
State of Connecticut

Date: 4/2/04

LIMITED LIABILITY COMPANY AUTHORIZATION
CONNECTICUT HANGARS, LLC
August 22, 2002

THE UNDERSIGNED, constituting all the members, officers of Connecticut Hangars, LLC, (the "Company") do hereby consent to the adoption of the following resolutions and action for the Company and agree that such actions shall be valid actions of the LLC:

RESOLVED: that the Company, and Daniel M. Haug Member, President and Manager of the Company, are authorized to enter into a Temporary Letter Agreement and final Lease Agreement for the area depicted and attached as "Leased Premises at the Hartford Brainard Airport with the State of Connecticut." The Temporary Agreement is annexed hereto and marked "Exhibit A". A formal lease agreement is underway and will follow the execution of the Temporary lease agreement superceding and replacing the Temporary Agreement.

RESOLVED: that the Company and Daniel M. Haug are authorized to make, execute and approve on behalf of the Company any and all contracts, lease agreements and or agreements or amendments thereto in furtherance of the Temporary Lease Agreement and or Final Lease Agreement with the State of Connecticut.

Witness

Dated This 22nd Day of August, 2002

Daniel M. Haug
Manager, President and Single Member
Connecticut Hangars, LLC

G:\DMH\LLC\CT Hangar LLC Resolut.doc

Robles, Jackie E.

From: HAUGDAN@aol.com
Sent: Thursday, October 30, 2003 8:19 AM
To: Jackie.Robles@po.state.ct.us
Subject: Re: CT Hangars, LLC - Hartford-Brainard Airport

Jackie:

We do not have a company seal. Please let me know if you require further confirmation. Thank you. Dan Haug

Pending Receipts

Memorandum

To: Mr. H. Rudi Wittke
Supervising Accountant Manager,
Bureau of Finance & Administration

CC: Kenneth J. Robert, AAE, Cathy Daley, Headquarters File

From: Jacqueline Bellacicco
Property Agent
Bureau of Aviation & Ports

Date: 03/18/02

Re: Connecticut Hangars, LLC – File No. AERO-5207-1195

Please deposit the attached check number 1018 in the amount of $12,000.00 *(mail room sheet number 175-A, dated 03/18/02)* into Pending Receipts. This deposit shall serve as surety for *Connecticut Hangars, LLC* for there Temporary Letter Agreement at Hartford-Brainard Airport. If you have any questions, please feel free to call.

Thank you.

CONNECTICUT HANGARS, LLC
203B 600 ASYLUM AVENUE
HARTFORD, CT. 06105

1018

PAY TO THE ORDER OF Treasurer of the State of Connecticut DATE March 14, 2002 5-7515-110

Twelve thousand & 00/100 $ 12,000.00

DOLLARS

Sovereign Bank

FOR Payment in lieu of Bond

⑈001018⑈ ⑆011075150⑆ 5220000182 5⑈

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

CERTIFICATE OF INSURANCE

This is to certify that the Insurance Company named herein has issued to the named insured the policies listed below, that these policies are written in accordance with the Insurance Company's standard policies and endorsements, except as indicated below or as noted in the attachments hereto, which policies and endorsements will be made available to the Department of Transportation upon request, that they provide coverages and limits of liability shown with respect to the hazards indicated, that they are in force on this date, that all deductible amounts are indicated below, and that this Certificate is furnished in accordance with and for the purpose of satisfying the requirements of the Department of Transportation in connection with the award and the performance of any contract or agreement, or the issuance of any permit or authorization by the Transportation Commissioner or duly authorized agent. The Insurance Company agrees to investigate and defend the insured against all claims for damages, even if groundless.

NAME OF INSURED Connecticut Hangars, LLC.

ADDRESS P.O. Box 142 CITY Spring House STATE PA

HAZARDS	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	COVERAGES AND LIMITS OF LIABILITY BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY: ALL PERSONS / ALL DAMAGES EACH ACCIDENT or OCCURRENCE	AGGREGATE
A OWNER'S AND CONTRACTOR'S PROTECTIVE LIABILITY FOR AND IN THE NAME OF THE STATE OF CONN. (1) SEE BELOW					
*B COMMERCIAL GENERAL LIABILITY (1) (2) SEE BELOW	NAF3009243	5/4/03	5/4/04	5,000,000	unlimited
*C BLASTING, EXPLOSION, COLLAPSE, OR UNDERGROUND DAMAGE LIABILITY					
*D AUTOMOBILE LIABILITY OWNED AUTOMOBILES HIRED AUTOMOBILES NON-OWNED AUTOMOBILES					
*E RAILROAD PROTECTIVE LIABILITY					
*F EXCESS/UMBRELLA LIABILITY					
G VALUABLE PAPERS and RECORDS	XXXXXXXXXXXX	XXXXXXXX	XXXXXXX	POSSESSION	ALL OTHER
VALUABLE PAPERS and RECORDS					
H					
I ** WORKERS' COMPENSATION				STATUTORY COVERAGES AND LIMITS	

* State of Connecticut Is Named as Additional Insured.

** Compensation Commissioner's Certificate shall be supplied herewith by self-insured party.

Note: If Excess/Umbrella Liability Insurance is needed to meet the Agreement/Contract, etc. minimum requirements, complete Section F above.

Check This Certificate is issued in accordance with the terms of:

☐ Construction Contracts ☐ Lease Agreement Rights of Way ☐ Demolition Contracts

☐ Permit Work No. _____ ☐ Agree No. AERO 5207-1195

☐ Engineering ☐ Project No. _____ ☐ Other Specify & including all operations incidental thereto.

PARTY FOR NOTICE Bureau: Aviation & Ports Unit: 5611 Name: Leasing

(1) It is agreed that the herein named Insurance Company waives governmental immunity as a defense and will not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the State, and it is further agreed that the Insurance Company will bill premiums and audit charges earned under the protective liability policy to the above named insured.

(2) LIABILITY - The insured shall at all times indemnify and save harmless the State of Connecticut, the Department of Transportation, and their respective officers, agents, and employees, on account of any and all claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of the injuries (including death) sustained by or alleged to have been sustained by the officers, agents, and employees of said State or Department or of the insured, his subcontractors, or materialmen, and from injuries (including death) sustained by or alleged to have been sustained by the public, any or all persons on or near the work, or by any other person or property, real or personal (including property of said State or Department) caused in whole or in part by the acts, omissions, neglect of the insured, including but not limited to any neglect in safeguarding the work or through the use of unacceptable materials in constructing the work, of the contractor or permittee, any subcontractor, materialman, or anyone directly or indirectly employed by them or any of them while engaged in the performance of the contract, or agreement, or work under a permit, including the entire elapsed time from the date ordered to start work or the actual start whichever occurs first until the completion as certified by the Department of Transportation.

IN THE EVENT OF ANY RESTRICTIVE AMENDMENT TO, ANY CHANGE IN, CANCELLATION OF OR FAILURE TO RENEW ANY ONE OR MORE OF SAID POLICIES THE XL Specialty (INSURANCE COMPANY) ____ SHALL GIVE NOT LESS

THAN THIRTY DAYS WRITTEN NOTICE TO THE PARTY FOR NOTICE TO WHOM THIS CERTIFICATE IS ISSUED OF SUCH AMENDMENT, CHANGE, CANCELLATION, OR FAILURE TO RENEW.

DATED THIS 7th DAY OF July 2003

XL Specialty (Insurance Company)
1201 Market St. (Address)
Wilmington DE 19801 (Agency)
Sutton Damon Inc. (Address)
[signature] (Authorized Agent's Name & Signature)

ISSUED TO: CONNECTICUT DEPARTMENT OF TRANSPORTATION
CONTRACT ADMINISTRATION
2800 BERLIN TURNPIKE
NEWINGTON, CT 06111

1201 North Market St.
Suite 200
Wilmington, DE
19801

100 Lindbergh Dr.
Hartford, CT 06114

Printed on recycled or conserved paper.

TOTAL P.02

594-2574

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

CERTIFICATE OF INSURANCE

This is to certify that the Insurance Company named herein has issued to the named insured the policies listed below, that these policies are written in accordance with the Insurance Company's standard policies and endorsements, except as indicated below or as noted in the attachments hereto, which policies and endorsements will be made available to the Department of Transportation upon request, that they provide coverages and limits of liability shown with respect to the hazards indicated, that they are in force on this date, that all deductible amounts are indicated below, and that this Certificate is furnished in accordance with and for the purpose of satisfying the requirements of the Department of Transportation in connection with the award and the performance of any contract or agreement, or the issuance of any permit or authorization by the Transportation Commissioner or duly authorized agent. The Insurance Company agrees to investigate and defend the insured against all claims for damages, even if groundless.

NAME OF INSURED Connecticut Hangars, LLC

ADDRESS P.O.Box 142 CITY Springhouse STATE PA

	HAZARDS	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	COVERAGES AND LIMITS OF LIABILITY BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY	
					ALL PERSONS / ALL DAMAGES EACH ACCIDENT or OCCURRENCE	AGGREGATE
A	OWNERS AND CONTRACTORS PROTECTIVE LIABILITY FOR AND IN THE NAME OF THE STATE OF CONN. (1) SEE BELOW	—				
*B	COMMERCIAL GENERAL LIABILITY (1) (2) SEE BELOW	NAF3009243	5/6/02	5/6/03	$5,000,000	NO AGG
*C	BLASTING, EXPLOSION, COLLAPSE, OR UNDERGROUND DAMAGE LIABILITY	—				
*D	AUTOMOBILE LIABILITY OWNED AUTOMOBILES HIRED AUTOMOBILES NON-OWNED AUTOMOBILES	—				
*E	RAILROAD PROTECTIVE LIABILITY	—				
*F	EXCESS/UMBRELLA LIABILITY	—				
G	VALUABLE PAPERS and RECORDS	XXXXXXXXXX	XXXXX	XXXXXX	EXCESS/UMBRELLA	ALL RISK
	VALUABLE PAPERS and RECORDS					
H						
I	** WORKERS' COMPENSATION	—			STATUTORY COVERAGES AND LIMITS	

* State of Connecticut Is Named as Additional Insured.

** Compensation Commissioner's Certificate shall be supplied herewith by self-insured party.

Note: If Excess/Umbrella Liability Insurance is needed to meet the Aggregate Contract, etc. minimum requirements, complete Section F above.

Check This Certificate is issued in accordance with the terms of:

☐ Construction Contracts ☐ Lease Agreement: Rights of Way ☐ Demolition Contracts

☐ Permit Work No. _____ ☐ Agmt No. AERO 5207-1195

☐ Engineering ☐ Project No. _____ ☐ Other Specify & including all operations incidental thereto.

PARTY FOR NOTICE Bureau: Aviation & Ports Unit: 3611 Name: Logsdon

(1) It is agreed that the herein named Insurance Company waives governmental immunity as a defense and will not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the State, and it is further agreed that the Insurance Company will bill premiums and audit charges earned under the protective liability policy to the above named insured.

(2) LIABILITY - The insured shall at all times indemnify and save harmless the State of Connecticut, the Department of Transportation, and their respective officers, agents, and employees, on account of any and all claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of the injuries (including death) sustained by or alleged to have been sustained by the officers, agents, and employees of said State or Department or of the insured, his subcontractors, or materialmen, and from injuries (including death) sustained by or alleged to have been sustained by the public, any or all persons on or near the work, or by any other person or property, real or personal (including property of said State or Department) caused in whole or in part by the acts, omissions, neglect of the Insured, including but not limited to any neglect in safeguarding the work or through the use of unacceptable materials in constructing the work, of the contractor or permittee, any subcontractor, materialman, or anyone directly or indirectly employed by them or any of them while engaged in the performance of the contract, or agreement, or work under a permit, including the entire elapsed time from the date ordered to start work or the actual start whichever occurs first until the completion as certified by the Department of Transportation.

IN THE EVENT OF ANY RESTRICTIVE AMENDMENT TO, ANY CHANGE IN, CANCELLATION OF OR FAILURE TO RENEW ANY ONE OR MORE OF SAID POLICIES THE Bennett Bottcher Agency (INSURANCE COMPANY) SHALL GIVE NOT LESS THAN THIRTY DAYS WRITTEN NOTICE TO THE PARTY FOR NOTICE TO WHOM THIS CERTIFICATE IS ISSUED OF SUCH AMENDMENT, CHANGE, CANCELLATION, OR FAILURE TO RENEW.

XL Specialty

DATED THIS 9 DAY OF May 2002

XL Specialty Insurance Company
(Insurance Company)

1201 N. Market St Suite 300 Wilmington, DE 19801
Bennett Bottcher Agency
(Address)

Sutton Jones Inc
(Agency)

Hartford, CT 06114
(Address)

Anita Gelb
(Authorized Agent's Name & Signature)

ISSUED TO: CONNECTICUT DEPARTMENT OF TRANSPORTATION
CONTRACT ADMINISTRATION
2800 BERLIN TURNPIKE
NEWINGTON, CT 06111

100 Orchard Drive

Printed on recycled or recommend paper

STATE OF CONNECTIC T
DEPARTMENT OF TRANSPORTATION

m e m o r a n d u m

subject: \ nnecticut Hangars, LLC
Hartford/Brainard Airport
AERO-5207-1195

date: November 21, 2003

to: Mark Smith, Fiscal Manager I
Contracts Administration
Bureau of Finance and Administration

from: Paul Pernerewski, AAG
Bureau of Aviation and Ports

I have reviewed the subject Agreement and it can be processed without the 2001-2002 insurance coverage.

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

Attachment

CONNECTICUT HANGARS, LLC
P. O. BOX 142
SPRING HOUSE, PA 19477
PHONE 215-643-5945
FAX 215-643-9902

Mr. Kenneth J. Robert
Aviation Administrator
Bureau of Aviation and Ports
State of Connecticut
Department of Transportation
P.O. Box 317546
Newington, Connecticut 06131-7546

Dear Mr. Robert:

Subject: Motor Vehicle Usage and Proof of Automobile Liability Insurance

No motor vehicles are presently owned, leased or operated by Connecticut Hangars, LLC, in conjunction with its operations at Hartford-Brainard Airport. We agree to inform the Department of Transportation, Bureau of Aviation and Ports in the event any motor vehicles are operated in the future in conjunction with our business at the above mentioned Airport. Further, no one employed by Connecticut Hangars, LLC, would be allowed to use said vehicles(s) until such time as the appropriate limits of automobile liability insurance coverage set forth in Agreement Number is obtained on the State's Certificate of Insurance Form (Con-32).

Any employees of Connecticut Hangars, LLC, who are required to utilize their own personal vehicle(s) in conjunction with the business at the Airport will provide proof of automobile liability insurance coverage for such vehicle on the State's CON-32 Form.

The above required certificate of insurance will be submitted to the Department of Transportation, Bureau of Aviation and Ports Office of Leasing Operations and Revenue.

Very truly yours,

(SEAL)
Daniel M. Haug
Managing Director
Date: 12/4/02

CONNECTICUT HANGARS, LLC
P. O. BOX 142
SPRING HOUSE, PA 19477
PHONE 215-643-5945
FAX 215-643-9902

Mr. Kenneth J. Robert
Aviation Administrator
Bureau of Aviation and Ports
State of Connecticut
Department of Transportation
P.O. Box 317546
Newington, Connecticut 06131-7546

Dear Mr. Robert:

Subject: Employees

This is to confirm that Connecticut Hangars, LLC, has no employees and that there are no plans to hire employees. If this should change, we will advise you of the change.

Very truly yours,

(SEAL)
Daniel M. Haug
Managing Director
Date: 12/05/02

STATE OF CONNECTICUT

DEPARTMENT OF REVENUE SERVICES

92 FARMINGTON AVENUE

HARTFORD, CONNECTICUT, 06105

GOVERNMENTAL AGENCY EXEMPTION CERTIFICATE

"I HEREBY CERTIFY: that this agency is exempt pursuant to §12-412(1) of the Connecticut General Statutes, that the tangible personal property described herein which I shall purchase or lease or the service(s) which I shall purchase from:

Connecticut Hangars, Inc.

P.O. BOx 142

Spring House, PA 19477

will be used exclusively by this governmental agency for the purposes for which it is organized and will not be resold. If a sale of meals to this agency is involved, I certify that this agency neither has been nor will be reimbursed in any manner, by donations, sales of tickets or otherwise, by the consumers of the meals for the price of such meals.

Description of property or service(s):

Construction of T-Hangars at Hartford-Brainard Airport

Purchaser State of Connecticut, Department of Transportation
Name of Agency

By Louis S. Cutillo Title Deputy Commissioner ~~Aviation Administrator~~ Bureau of Aviation & Ports
~~Kenneth J. Robert~~ Louis S. Cutillo

Address 2800 Berlin Turnpike, P.O. Box 317546

Newington, Connecticut 06131-7546

Dated December 16, 2003

at Newington, Connecticut

DMH 11/28/03

ATTACHMENT A

ADMINISTRATIVE AND STATUTORY REQUIREMENTS

1. The Second Party shall comply with the regulations of the United States Department of Transportation (Title 49, Code of Federal Regulations, Part 21) issued in implementation of Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4, and Appendix "CR" attached.

2. Every contract to which the State or any political subdivision of the State other than a municipality is a party shall contain the following provisions:

I. NONDISCRIMINATION

(a) 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: (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 the minority, as such term is defined in subsection (a) of Connecticut General Statutes Section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "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 purposes of this section, "Commission" means the Commission on Human Rights and Opportunities.

(b) (1) The Second Party agrees and warrants that in the performance of the contract such Second Party 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 the Second Party that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or the State of Connecticut. The Second Party further agrees to take affirmative action to ensure 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 that such disability prevents performance of the work involved; (2) the Second Party agrees, in all solicitations or advertisements for employees placed by or on behalf of the Second Party, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Second Party agrees to provide each labor union or representative of workers with which the Second Party has a collective bargaining agreement or other contract or understanding and each vendor with which the Second Party has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Second Party commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Second Party agrees to comply with each provision of this section and Connecticut General Statutes Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes Sections 46a-56, 46a-68e and 46a-68f; (5) the Second Party 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 Second Party as they relate to the provisions of this Section and Section 46a-56. If the contract is a public works contract, the Second Party 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.

(c) Determination of the Second Party's good faith efforts shall include but shall not be limited to the following: The Second Party'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 project.

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

(e) The Second Party 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 Second Party 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 Section 46a-56, provided if the Second Party becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Second Party 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 Second Party 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.

II. NONDISCRIMINATION (Sexual Orientation)

(a) Pursuant to Section 4a-60a of the Connecticut General Statutes, (1) The Second Party agrees and warrants that in the performance of the contract the Second Party 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; (2) the Second Party agrees to provide each labor union or representative of workers with which the Second Party has a collective bargaining agreement or other contract or understanding and each vendor with which the Second Party 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 Second Party's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Second Party agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to Section 46a-56 of the general statutes; (4) the Second Party 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 Second Party which relate to the provisions of this section and section 46a-56 of the general statutes.

(b) The Second Party shall include the provisions of subsections (a) 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 Second Party 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 Section 46a-56 of the general statutes; provided, if the Second Party becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Second Party 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.

3. This Agreement is subject to the provisions contained in former Governor Thomas J. Meskill's Executive Order No. Three, promulgated June 16, 1971 and, as such, this Agreement may be cancelled, terminated or suspended by the State Labor Commissioner for violation of 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 consideration 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 prior to completion.

4. The Second Party agrees, as part consideration hereof, that this Agreement is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that the Second Party will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner. A copy of said Guidelines is attached and hereby made a part of this Agreement.

5. This Agreement is subject to the provisions contained in former Governor Thomas J. Meskill's Executive Order No. Seventeen, promulgated February 15, 1973, and, as such, this Agreement may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of 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 Executive Order No. Seventeen is incorporated herein by reference and made a part thereof. 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 State Employment Service.

6. The Second Party agrees that the attached "Policy Statement, Policy No. Admin. - 19, dated September 1, 1999, Subject: Policy on D.B.E.s" is hereby made a part of this Agreement. The State advises the Second Party that failure to carry out the requirements set forth in this policy statement shall constitute a breach of contract and may result in termination of this Agreement by the State or such remedy as the State deems appropriate.

7. It is further agreed by the parties hereto that the Second Party shall not use the defense of Governmental Immunity in the adjustment of claims or in the defense of any suit, unless requested by the State.

8. Suspended or debarred companies, suppliers, materialmen, lessors or other vendors may not submit proposals for a State contract during the period of suspension or debarment regardless of their anticipated status at the time of contract award or commencement of work.

(a) The signature on the Agreement by the Second Party shall constitute certification that to the best of its knowledge and belief the Second Party or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor or any position involving the administration of Federal or State funds:

(1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(2) Has not within a three-year period preceding this Agreement been convicted of or had a civil judgement rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal,

State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Has not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause for default.

(b) Where the Second Party is unable to certify to any of the statements in this certification, the Second Party shall attach an explanation to this Agreement.

The Second Party agrees to insure that the following certification be included in each subcontract Agreement to which it is a party, and further, to require said certification to be included in any lower tier subcontractors and purchase orders:

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

9. The Second Party hereby acknowledges and agrees to comply with the policies enumerated in "Connecticut Department of Transportation Policy Statement Policy No. ADMIN. -10 Subject: Code of Ethics Policy", March 25, 1999, a copy of which is attached hereto and made a part hereof.

The Second Party shall comply with the provisions contained in Section 1-86e of the Connecticut General Statutes, which provides as follows:

(a) No person hired by the State as a Second Party or independent contractor shall:

(1) Use the authority provided to the person under the contract, or any confidential information acquired in the performance of the contract, to obtain financial gain for the person, an employee of the person or a member of the immediate family of any such person or employee;

(2) Accept another State contract which would impair the independent judgement of the person in the performance

part hereof.

16. This clause applies to those second parties who are or will be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 ("Act"), Public Law 101-336, during the term of the Agreement. The Second Party represents that it is familiar with the terms of this Act and that it is in compliance with the Act. Failure of the Second Party to satisfy this standard as the same applies to performance under this Agreement, either now or during the term of the Agreement as it may be amended, will render the Agreement voidable at the option of the State upon notice to the Second Party. The Second Party warrants that it will hold the State harmless and indemnify the State from any liability which may be imposed upon the State as a result of any failure of the Second Party to be in compliance with this Act, as the same applies to performance under this Agreement.

17. This contract is subject to the provisions of Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999 and, as such, the contract may be canceled, terminated or suspended by the state for violation of or noncompliance with said Executive Order No. 16. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. 16 is incorporated herein by reference and made a part hereof. The parties agree to abide by such Executive Order.

APPENDIX-CR (ED. 061077)

During the performance of this Agreement, the Second Party, for itself, its assignees and successors in interest agrees as follows:

(1) Compliance with Regulations: The Second Party shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

(2) Nondiscrimination: The Second Party, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Second Party shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appexdix B of the Regulations.

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Second Party for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Second Party of the Second Party's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The Second Party shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Connecticut Department of Transportation or the appropriate Federal Agency directly involved therewith, to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Second Party is in the exclusive possession of another who fails or refuses to furnish this information, the Second Party shall so certify to the Connecticut Department of Transportation, or the appropriate Federal Agency directly involved therewith, if appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the Second Party's noncompliance with the nondiscrimination provisions of this Agreement, the Connecticut Department of Transportation shall impose such sanctions as it or the appropriate Federal Agency directly involved therewith, may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the Second Party under the Agreement until the Second Party complies, and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: The Second Party shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Second Party shall take such action with respect to any subcontract or procurement as the Connecticut Department of Transportation or the appropriate Federal Agency directly involved therewith, may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a Second Party becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Second Party may request the Connecticut Department of Transportation to enter into such litigation to protect the interests of the State of Connecticut, and, in addition, the Second Party may request the United States to enter into such litigation to protect the interests of the United States.

STATE OF CONNECTICUT

BY HIS EXCELLENCY

THOMAS J. MESKILL

GOVERNOR

EXECUTIVE ORDER NO. THREE

WHEREAS, sections 4-61d (b) and 4-114a of the 1969 supplement to the general statutes require nondiscrimination clauses in state contracts and subcontracts for construction on public buildings, other public works and goods and services and

WHEREAS, section 4-61e (c) of the 1969 supplement to the general statutes requires the labor department to encourage and enforce compliance with this policy by both employers and labor unions, and to promote equal employment opportunities, and

WHEREAS, the government of this state recognizes the duty and desirability of its leadership in providing equal employment opportunity, by implementing these laws,

NOW, THEREFORE, I, THOMAS J. MESKILL, Governor of the State of Connecticut, acting by virtue of the authority vested in me under section twelve of article fourth of the constitution of the state, as supplemented by section 3-1 of the general statutes, do hereby ORDER and DIRECT, as follows, by this Executive Order:

I

The labor commissioner shall be responsible for the administration of this Order and shall adopt such regulations as he deems necessary and appropriate to achieve the purposes of this Order. Upon the promulgation of this Order, the commissioner of finance and control shall issue a directive forthwith to all state agencies, that henceforth all state contracts and subcontracts for construction on public buildings, other public works and goods and services shall contain a provision rendering such contract or subcontract subject to this Order, and that such contract or subcontract may be cancelled, terminated or suspended by the labor commissioner for violation of or noncompliance with this Order or state or federal laws concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to such contract or subcontract.

II

Each contractor having a contract containing the provisions prescribed in section 4-114a of the 1969 supplement to the general statutes, shall file, and shall cause each of his subcontractors to file, compliance reports with the contracting agency or the labor commissioner, as may be directed. Such reports shall be filed within such times and shall contain such information as to employment policies and statistics of the contractor and each subcontractor, and shall be in such form as the labor commissioner may prescribe. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order or any preceding similar Order, and in that event to submit on behalf of themselves and their proposed subcontractors compliance reports prior to or as an initial part of their bid or negotiation of a contract.

III

Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor organization or employment agency as defined in section 31-122 of the general statutes, the compliance report shall identify the said organization or agency and the contracting agency or the labor commissioner may require a compliance report to be filed with the contracting agency or the labor commissioner, as may be directed, by such organization or agency, signed by an authorized officer or agent of such organization or agency, with supporting information, to the effect that the signer's practices and policies, including but not limited to matters concerning personnel, training, apprenticeship, membership, grievance and representation, and upgrading, do not discriminate on grounds of race, color, religious creed, age, sex, or national origin, or ancestry of any individual, and that the signer will either affirmatively cooperate in the implementation of the policy and provisions of this Order, or that it consents and agrees that recruitment, employment and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the Order.

IV

The labor commissioner may by regulation exempt certain classes of contracts, subcontracts or purchase order from the implementation of this Order, for standard commercial supplies or raw materials, for less than specified amounts of money or numbers of workers or for subcontractors below a specified tier. The labor commissioner may also provide by regulation for the exemption of facilities of a contractor which are in all respect s separate and distinct from activities of the contractor related to the performance of the state contract, provided only that such exemption will not interfere with or impede the implementation of this Order, and provided further, that in the absence of such an exemption, all facilities shall be covered by the provisions of this Order.

V

Each contracting agency shall be primarily responsible for obtaining compliance with the regulations of the labor commissioner with respect to contracts entered into by such agency or its contractors. All contracting agencies shall comply with the regulations of the labor commissioner in discharging their primary responsibility for securing compliance with the provisions of contracts and otherwise with the terms of this Order and of the regulations of the labor commissioner issued pursuant to this Order. They are directed to cooperate with the labor commissioner and to furnish the labor commissioner such information and assistance as he may require in the performance of his functions under this Order. They are further directed to appoint or designate from among the personnel of each agency, compliance officers, whose duty shall be to seek compliance with the objectives of this Order by conference, conciliation, mediation, or persuasion.

VI

The labor commissioner may investigate the employment practices and procedures of any state contractor or subcontractor and the practices and policies of any labor organization or employment agency hereinabove described, relating to employment under the state contract, as concerns nondiscrimination by such organization or agency as hereinabove described, or the labor commissioner may initiate such investigation by the appropriate contract agency, to determine whether or not the contractual provisions hereinabove specified or statutes of the state respecting them have been violated. Such investigation shall be conducted in accordance with the procedures established by the labor commissioner and the investigating agency shall report to the labor commissioner any action taken or recommended.

VII

The labor commissioner shall receive and investigate or cause to be investigated complaints by employees or prospective employees of a state contractor or subcontractor or members or applicants for membership or apprenticeship or training in a labor organization or employment agency hereinabove described, which allege discrimination contrary to the contractual provisions specified hereinabove or state statutes requiring nondiscrimination in employment opportunity. If this investigation is conducted for the labor commissioner by a contracting agency, that agency shall report to the labor commissioner what action has been taken or is recommended with regard to such complaints.

VIII

The labor commissioner shall use his best efforts, directly and through contracting agencies, other interested federal, state and local agencies, contractors and all other available instrumentalities, including the commission on human rights and opportunities, the executive committee on human rights and opportunities, and the apprenticeship council under its mandate to provide advice and counsel to the labor commissioner in providing equal employment opportunities to all apprentices and to provide training, employment and upgrading opportunities for disadvantaged workers, in accordance with section 31-51 (d) of the 1969 supplement to the general statutes, to cause any labor organization or any employment agency whose members are engaged in work under government contracts or referring workers or providing or supervising apprenticeship or training for or in the course of work under a state contract or subcontract to cooperate in the implementation of the purposes of this Order. The labor commissioner shall in appropriate cases notify the commission on human rights and opportunities or other appropriate state or federal agencies whenever it has reason to believe that the practices of any such organization or agency violate equal employment opportunity requirements or state or federal law.

IX

The labor commissioner or any agency officer or employee in the executive branch designated by regulation of the labor commissioner may hold such hearings, public or private, as the labor commissioner may deem advisable for compliance, enforcement or educational purposes under this Order.

X

(a) The labor commissioner may hold or cause to be held hearings, prior to imposing ordering or recommending the imposition of penalties and sanctions under this Order. No order for disbarment of any contractor from further state contracts shall be made without affording the contractor an opportunity for a hearing. In accordance with such regulations as the labor commissioner may adopt, the commissioner or the appropriate contracting agency may

(1) Publish or cause to be published the names of contractors or labor organizations or employment agencies as hereinabove described which it has concluded have complied or failed to comply with the provisions of this Order or the regulations of the labor commissioner in implementing this Order.

(2) Recommend to the commission on human rights and opportunities that in cases in which there is substantial or material violation or threat thereof of the contractual provision or related state statutes concerned herein, appropriate proceedings be brought to enforce them, including proceedings by the commission on its own motion under chapter 563 of the general statutes and the enjoining, within the limitations of applicable law, of organizations, individuals or groups who prevent directly or indirectly or seek to prevent directly or indirectly compliance with the provisions of this Order.

(3) Recommend that criminal proceedings be brought under chapter 939 of the general statutes.

(4) Cancel, terminate, suspend or cause to be cancelled, terminated, or suspended in accordance with law any contract or any portion or portions thereof for failure of the contractor or subcontractor to comply with the nondiscrimination provisions of the contract. Contracts may be cancelled, terminated, suspended absolutely or their continuance conditioned upon a program for future compliance approved by the contracting agency.

(5) Provide that any contracting agency shall refrain from entering into any further contracts or extensions or modifications of existing contracts with any contractor until he has satisfied the labor commissioner that he has established and will carry out personnel and employment policies compliant with this Order.

(6) Under regulations prescribed by the labor commissioner each contracting agency shall make reasonable efforts within a reasonable period of time to secure compliance with the contract provisions of this Order by methods of conference, conciliation, mediation or persuasion, before other proceedings shall be instituted under this Order or before a state contract shall be cancelled or terminated in whole or in part for failure of the contractor or subcontractor to comply with the contract provisions of state statute and this Order.

(b) Any contracting agency taking any action authorized by this Order, whether on its own motion or as directed by the labor commissioner or pursuant to his regulations shall promptly notify him of such action. Whenever the labor commissioner makes a determination under this Order, he shall promptly notify the appropriate contracting agency and other interested federal, state and local agencies of the action recommended. The state and local agency or agencies shall take such action and shall report the results thereof to the labor commissioner within such time as he shall specify.

XI

If the labor commissioner shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless he has satisfactorily complied with the provisions of this Order, or submits a program for compliance acceptable to the labor commissioner, or if the labor commissioner so authorizes, to the contracting agency.

XII

Whenever a contracting agency cancels or terminates a contract, or a contractor has been disbarred from further government contracts because of noncompliance with the contract provisions with regard to nondiscrimination, the labor commissioner or the contracting agency shall rescind such disbarment, upon the satisfaction of the labor commissioner that the contractor has purged himself of such noncompliance and will thenceforth carry out personnel and employment policies of nondiscrimination in compliance with the provision of this Order.

XIII

The labor commissioner may delegate to any officer, agency or employee in the executive branch any function or duty of the labor commissioner under this Order except authority to promulgate regulations of a general nature.

XIV

This Executive Order supplements the Executive Order issued on September 28, 1967. All regulations, orders, instructions, designations and other directives issued heretofore in these premises, including those issued by the heads of various departments or agencies under or pursuant to prior order or statute, shall remain in full force and effect, unless and until revoked or superseded by appropriate authority, to the extent that they are not inconsistent with this Order.

This Order shall become effective thirty days after the date of this Order.

Dated at Hartford, Connecticut, this 16th day of June, 1971.

Thomas J. Meskill

GOVERNOR

GUIDELINES AND RULES OF STATE LABOR COMMISSIONER IMPLEMENTING GOVERNOR'S EXECUTIVE ORDER NO. THREE

SEC. 1. PERSONS AND FIRMS SUBJECT TO EXECUTIVE ORDER NO. THREE AND GUIDELINES AND RULES.

a. Every contractor, or subcontractor as defined in Sec. 2 hereof, supplier of goods or services, vendor, bidder and prospective contractor or subcontractor, having ten or more employees as defined in Sec. 3 of these Guidelines, having or entering into or bidding to enter into any type of contractual relationship with the State of Connecticut or any of its agencies, boards, commissions, departments or officers, and if the consideration, cost, subject matter or value of the goods or services exceeds $5,000.00, shall be subject to the Governor's Executive Order No. Three and these Guidelines and Rules.

b. A copy of the Governor's Executive Order No. Three and of these Guidelines and Rules shall be available to each said contractor, subcontractor, supplier, vendor, bidder and prospective contractor and subcontractor, and the said Executive Order No. Three and these Guidelines and Rules shall be incorporated by reference and made a part of the contract, purchase order, agreement or document concerned. A copy of the Executive Order and of these Guidelines and Rules shall be furnished to a contracting party or bidder on request.

c. All persons, partnerships, associations, firms, corporations and other entities having less than ten employees as defined in Sec. 3 at the time of the bid and execution of the contract and continuing through the performance of the contract are exempt from the provisions of the said Executive Order and these Guidelines and Rules. All contracts, subcontracts, purchase orders and agreements wherein the consideration is $5,000.00 or less shall be exempt from Executive Order No. Three and from these Guidelines and Rules.

SEC. 2. SUBCONTRACTORS.

As used herein, subcontractors are persons, partnerships, associations, firms or corporations or other entities having contractual relationship with a contractor who in turn has a contract with the State of Connecticut or any of its agencies, boards, commissions or departments. Subcontractors below this tier are exempt from the Executive Order and from these Guidelines and Rules.

SEC. 3 EMPLOYEES.

As used herein, employees are persons working full or part-time irrespective of personnel classification whose wages, salaries, or earnings are subject to the Federal Insurance Contribution Act and/or to Federal Withholding Tax as a matter of law (whether in fact or not any actual withholding occurs in a given case), in an employee-employer relationship at the time of bid, contract execution, or offer or acceptance, and/or during any time thereafter during the existence of the performance period of the contract to the conclusion thereof.

SEC. 4. REPORTS.

a. Prior to the execution of the contract or prior to acceptance of a bid, as the case may be, the contractor, subcontractor, bidder or vendor shall file a report with the State Labor Commissioner, which report shall be complete and contain all of the information therein prescribed. The report shall be on Form E.O. 3-1, a facsimile of which is attached hereto and made a part hereof, or in lieu thereof the contractor, subcontractor, bidder or vendor shall submit a detailed report containing all of the information required in Form E.O. 3-1.

b. The Labor Commissioner may require the filing of additional reports prior to final payment or prior to any renewal or extension of the contract and during the duration of the contract at such times as the Commissioner may, in his discretion, from time to time deem necessary. The Labor Commissioner may require the filing of additional information or reports, and the contractor, subcontractor, bidder or vendor shall furnish said information or reports within the times prescribed by the Labor Commissioner.

c. The Labor Commissioner may, at his discretion, also require timely statistical reports on the number of minority employees employed or to be employed in the performance of the contract, and the Labor Commissioner may define such minority groups or persons.

d. Reports filed pursuant to these Guidelines and Rules in implementation of Executive Order No. Three are not public records subject to public inspection, but may be inspected only by federal and state officials having jurisdiction and authority to investigate matters of this type. All federal and state agencies empowered by law to investigate matters relating to Executive order No. Three shall have access to these reports for inspection or copying during regular business hours.

e. Any person who wilfully, wantonly or through negligence destroys or permits to be destroyed, alters or allows to be altered after filing, any reports submitted in compliance herewith shall be subject to penalties as prescribed by law.

SEC. 5. MANDATORY CLAUSES IN DOCUMENTS.

a. All contracts shall contain the following provisions verbatim:

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this contract may be cancelled, terminated or suspended by the state labor commissioner for violation of 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 contract. The parties to this contract, as part of the consideration 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 contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion.

The (contractor), (subcontractor), (bidder), (vendor) agrees, as part consideration hereof, that this (order) (contract) is subject to the Guidelines and Rules issued by the state labor commissioner to implement Executive Order No. Three, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the state labor commissioner.

These provisions are in addition to and not in lieu of other clauses required by law.*.

* N.B. The above paragraphs contain requirements additional to those set forth in July 16, 1971 directive to state agencies.

b. Every purchase order or like form submitted by a vendor or bidder, as applicable, shall contain the following clause verbatim:

Vendor agrees, as part of the consideration hereof, that this order is subject to the provisions of Executive Order No. Three and the Guidelines and Rules issued by the Labor Commissioner implementing said Order as to nondiscrimination, and vendor agrees to comply therewith.

c. Where preprinted contract forms have been prescribed by federal authority and the rules of the federal agency prohibit the alteration thereof, the compliance officer of the State agency concerned shall submit to the Labor Commissioner a suggested short form or addendum acceptable to the federal agency, and in such cases, after approval by the Labor Commissioner, said clause may be substituted.

SEC. 6. COOPERATION OF STATE AGENCIES, BOARDS AND COMMISSIONS.

Every agency, board, commission and department of the State of Connecticut shall cooperate with the Labor Commissioner in the implementation of Executive Order No. Three and shall furnish such information and assistance as the Labor Commissioner may from time to time request.

SEC. 7. INVESTIGATIONS, COMPLAINTS.

The Labor Commissioner may initiate an investigation upon receipt of a complaint alleging discrimination. The Labor Commissioner may request that an investigation be conducted by the State agency which is the party to the contract in question. Investigations shall be conducted in accordance with acceptable legal standards, safeguarding the rights of all parties involved, and obtaining all of the relevant facts necessary for a complete determination of the issues. If the Labor Commissioner is not satisfied with the investigation or any part thereof he may order it to continue or to proceed further.

SEC. 8. HEARINGS.

The Labor Commissioner or officers designated by the heads of the State agencies, boards and commissions may conduct hearings on complaints filed. Hearings shall be held only after a report of the complaint has been filed with the Labor Commissioner and after a hearing on the complaint has been authorized or directed by the Labor Commissioner. Hearings shall be conducted in accordance with the accepted principles of administrative law. All parties shall be afforded the opportunity to a full, fair, impartial and complete hearing, the opportunity to examine and cross examine witnesses and to be present at all sessions of the hearing. If any party is vulnerable to a charge of a violation of the law, he shall be afforded the opportunity to procure counsel who may be present at the hearing.

SEC. 9. EQUAL EMPLOYMENT OPPORTUNITIES.

All State contracting agencies, employers, and labor unions shall use their best efforts to provide equal employment opportunities to all apprentices and to provide training, employment and upgrading opportunities for disadvantaged workers in accordance with section 31-51(d) of the General Statutes

SEC. 10. DUTIES OF CONTRACTING AGENCIES.

All State contracting agencies shall be responsible for compliance with said Executive Order and with all state and federal laws relating to equal employment opportunities. All contracting agencies conducting investigations for the Labor Commissioner pursuant to Executive Order No. Three and these Guidlines and Rules shall report to the Labor Commissioner the action taken or recommended with regard to each complaint filed. Each officer of the executive department, every commissioner, and each executive head of each State agency, board and commission in the executive branch of the State government is expected to assume the responsibility of seeing to complete compliance with the Governor's Executive Order No. Three and shall forthwith take steps to assure and guarantee that there shall be no discrimination within their departments, agencies, boards or commissions in the performance of any state contract or subcontract on the basis of race, creed, color, sex, age, national origin or national ancestry, or in any way in violation of any state or federal law relating thereto.

BY VIRTUE OF THE AUTHORITY VESTED IN ME PURSUANT TO EXECUTIVE ORDER NO. THREE EFFECTIVE JULY 16, 1971, AND THE GENERAL STATUTES OF CONNECTICUT.

Dated at Wethersfield, Connecticut this 19th day of Nov., 1971. Jack A. Fusari

JACK A. FUSARI
LABOR COMMISSIONER

STATE OF CONNECTICUT

BY HIS EXCELLENCY

THOMAS J. MESKILL

GOVERNOR

EXECUTIVE ORDER NO. SEVENTEEN

WHEREAS, Section 31-237 of the General Statutes of Connecticut as amended requires the maintaining of the established free services of the Connecticut State Employment Service to both employers and prospective employees and

WHEREAS, Section 31-5 of the General Statutes of Connecticut requires that no compensation or fee shall be charged or received directly or indirectly for the services of the Connecticut State Employment Service and

WHEREAS, large numbers of our citizens who have served in the Armed Forces of our nation are returning to civilian life in our state and seeking employment in civilian occupations and

WHEREAS, we owe a duty as well as gratitude to these returning veterans including the duty to find suitable employment for them and

WHEREAS, many of our handicapped citizens are fully capable of employment and are entitled to be placed in suitable employment and

WHEREAS, many of the citizens of our state who are unemployed are unaware of the job openings and employment opportunities which do in fact exist in our state and

WHEREAS, notwithstanding the free services of the Connecticut State Employment Service, many of our Connecticut employers do not use its free services or do not avail themselves fully of all of the services offered.

NOW, THEREFORE, I, THOMAS J. MESKILL, Governor of the State of Connecticut, acting by virtue of the authority vested in me under the fourth article of the Constitution of the State and in accordance with Section 3-1 of the General Statutes, do hereby ORDER and DIRECT, as follows, by this Executive Order:

I

The Labor Commissioner shall be responsible for the administration of this Order and shall do all acts necessary and appropriate to achieve its purpose. Upon promulgation of this Order, the Commissioner of Finance and Control shall issue a directive forthwith to all state agencies that henceforth all state contracts and subcontracts for construction on public buildings, other public works and goods and services shall contain a provision rendering such contract or subcontract subject to this Order, and that such contract or subcontract may be cancelled, terminated or suspended by the Labor Commissioner for violation of or noncompliance with this Order, notwithstanding that the Labor Commissioner is not a party to such contract or subcontract.

II

Every contractor and subcontractor having a contract with the state or any of its agencies, boards, commissions, or departments, every individual partnership, corporation, or business entity having business with the state or who or which seeks to do business with the state, and every bidder or prospective bidder who submits a bid or replies to an invitation to bid on any state contract shall list all employment openings with the office of the Connecticut State Employment Service in the area where the work is to be performed or where the services are to be rendered.

III

All state contracts shall contain a clause which shall be a condition of the contract that the contractor and any subcontractor holding a contract directly under the contractor shall list all employment openings with the Connecticut State Employment Service. The Labor Commissioner may allow exceptions to listings of employment openings which the contractor proposes to fill from within its organization from employees on the rolls of the contractor on the date of publication of the invitation to bid or the date on which the public announcement was published or promulgated advising of the program concerned.

IV

Each contracting agency of the state shall be primarily responsible for obtaining compliance with this Executive Order. Each contracting agency shall appoint or designate from among its personnel one or more persons who shall be responsible for compliance with the objectives of this Order.

V

The Labor Commissioner shall be and is hereby empowered to inspect the books, records, payroll and personnel data of each individual or business entity subject to this Executive Order and may hold hearings or conferences, formal or informal, in pursuance of the duties and responsibilities hereunto delegated to the Labor Commissioner.

VI

The Labor Commissioner or any agency officer or employee in the executive branch designated by regulation of the Labor Commissioner may hold such hearings, public or private, as the Labor Commissioner may deem advisable for compliance, enforcement or educational purposes under this Order.

VII

(a) The Labor Commissioner may hold or cause to be held hearings, prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order. In accordance herewith, the Commissioner or the appropriate contracting agency may suspend, cancel, terminate, or cause to be suspended, cancelled, or terminated in accordance with law any contract or any portion or portions thereof for failure of the contractor or subcontractor to comply with the listing provisions of the contract. Contracts may be cancelled, terminated, suspended absolutely or their continuance conditioned upon a program for future compliance approved by the contracting agency.

(b) Any contracting agency taking any action authorized by this Order, whether on its own motion or as directed by the Labor Commissioner, shall promptly notify him of such action. Whenever the Labor Commissioner makes a determination under this Order, he shall promptly notify the appropriate contracting agency of the action recommended. The agency shall report the results to the Labor Commissioner promptly.

VIII

If the Labor Commissioner shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless he has satisfactorily complied with the provisions of this Order.

This Order shall become effective sixty days after the date of this Order.

Dated at Hartford, Connecticut, this 15th day of February, 1973.

Thomas J. Meskill

GOVERNOR

CONNECTICUT DEPARTMENT OF TRANSPORTATION

POLICY STATEMENT

Policy No. ADMIN - 19
September 1, 1999

SUBJECT: Policy on D.B.E.s

The Department of Transportation is committed to an effective implementation of a D.B.E. Program as defined in Title 49, Code of Federal Regulations, Part 26, and includes the following objectives:

(a) To ensure nondiscrimination in the award and administration of DOT-assisted contracts in the Department's highway, transit, and airport financial assistance programs;

(b) To create a level playing field in which D.B.E.s can compete fairly for DOT-assisted contracts;

(c) To ensure that the Department's D.B.E. Program is narrowly tailored in accordance with applicable law;

(d) To ensure only firms that fully meet this part's eligibility standards are permitted to participate as D.B.E.s;

(e) To help remove barriers to the participation of D.B.E.s in DOT-assisted contracts; and

(f) To assist the development of firms that can compete successfully in the marketplace outside the D.B.E. Program.

The Director of Contract Compliance has been designated as the D.B.E. Liaison Officer. In that capacity, the Director of Contract Compliance is responsible for implementing all aspects of the D.B.E. Program. Implementation of the D.B.E. Program is accorded the same priority as compliance with all other legal obligations incurred by the Connecticut Department of Transportation in its financial assistance agreements with the U.S. Department of Transportation.

As part of the requirements for Title 49, Code of Federal Regulations, Part 26, effective immediately, I am directing the following be included in all federal-aid contracts, all financial assistance agreements, and in all subcontracts.

For all agreements with contractors, subcontractors, consultants, cities, towns, and all recipients of state or federal-assistance funds:

1) The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

In addition to the above, all financial agreements shall also contain the following statement:

2) The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its D.B.E. Program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's D.B.E. Program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq).

(This statement supersedes the Commissioner's Policy Statement No. ADMIN. - 19, dated February 9, 1994).

James F. Sullivan
Commissioner

CONNECTICUT DEPARTMENT OF TRANSPORTATION

POLICY STATEMENT

Policy No. ADMIN.-10
March 25, 1999

SUBJECT: Code of Ethics Policy

It is the policy of the Department that all employees are to comply with Sections 1-79 through 1-89 of the Connecticut General Statutes, as amended, entitled Code of Ethics for Public Officials.

Any questions concerning the application of the Code of Ethics for specific situations should be directed to the State Ethics Commission.

The Personnel Administrator shall be responsible for issuing periodic updates and/or clarifications of previously released Personnel Memorandums concerning this Code of Ethics Policy as is deemed appropriate.

(This statement supersedes the Commissioner's Policy Statement No. ADMIN.-10, dated November 28, 1994.)

James F. Sullivan
Commissioner

March 6, 1998

Specific Equal Employment Opportunity Responsibilities

1. General

A. Equal Employment Opportunity Requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246, Executive Order 11375, the Railroad Revitalization and Regulatory Reform Act of 1976 and other U.S. Department of Transportation nondiscrimination legislation are set forth in this Required Contract/Agreemen Provision. The requirements set forth in these special provisions shall constitute the specific affirmative action requirements for project activities under this contract (or agreement) and supplement the equal employment opportunity requirements set forth in other related contract provisions.

B. "Company" refers to any entity doing business with the Connecticut Department of Transportation and includes but is not limited to the following:

Contractors	Vendors (where applicable)
Subcontractors	Suppliers of Materials (where applicable)
Consultants	Municipalities (where applicable)
Subconsultants	Utilities (where applicable)

C. The Company will work with the Connecticut Department of Transportation and the federal government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract or agreement.

D. The Company and all their subcontractors or subconsultants holding subcontracts or subagreements of $10,000 or more on federally-assisted projects and $5,000 or more on state funded projects, will comply with the following minimum specific requirement activities of equal employment opportunity. The Company will physically include these requirements in every subcontract or subagreement meeting the monetary criteria above with such modification of language as is necessary to make them binding on the subcontractor or subconsultant.

E. These Required Contract Provisions apply to all state funded and/or federally-assisted projects, activities and programs in all facets of the Connecticut Department of Transportation operations resulting in contracts or agreements.

2. Equal Employment Opportunity Policy

The Company will develop, accept and adopt as its operating policy an Affirmative Action Plan utilizing as a guide the Connecticut Department of Transportation Affirmative Action Plan Guideline.

3. Equal Employment Opportunity Officer

The Company will designate and make known to the State Department of Transportation contracting officers an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

4. Dissemination of Policy

A. All members of the Company's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Company's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

(1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less than once every six (6) months thereafter, at which time the Company's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable Company official.

thorough indoctrination by the EEO Officer or other knowledgeable Company official covering all major aspects of the Company's equal employment opportunity obligations within thirty (30) days following their reporting for duty with the Company.

(3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate Company official in the Company's procedures for locating and hiring protected class group employee.

B. In order to make the Company's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the Company will take the following actions:

(1) Notices and posters setting forth the Company's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

(2) The Company's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

5. Recruitment

A. When advertising for employees, the Company will include in all advertisements for employees the notation: "An Equal Opportunity Employer". All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

B. The Company will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the Company will, through its EEO Officer, identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the Company for employment consideration.

In the event the Company has a valid bargaining agreement providing for exclusive hiring hall referrals, the Company is expected to observe the provisions of that agreement to the extent that the system permits the Company's compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Company to do the same, such implementation violates Executive Order 11246, as amended.)

C. The Company will encourage its present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in the areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

6. Personnel Actions

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoffs, and termination, shall be taken without regard to race, color, religion, sex, or national origin, etc. The following procedures shall be followed:

A. The Company will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

B. The Company will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

determine whether there is evidence of discrimination. Where evidence is found, the Company will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

D. The Company will promptly investigate all complaints of alleged discrimination made to the Company in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Company will inform every complainant of all of his avenues of appeal.

E. The general contract provision entitled A(76) Affirmative Action Requirements is made part of this document by reference. In conjunction with this contract provision, only the job categories will change in order to be comparable with the job categories utilized by the Company proposing to do business with the Connecticut Department of Transportation. The goals and time tables will remain the same throughout the contract provision.

7. Training and Promotion

A. The Company will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

B. Consistent with the Company's work force requirements and as permissible under Federal and State regulations, the Company shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the Training Special Provision is provided under this contract, this subparagraph will be superseded.

C. The Company will advise employees and applicants for employment of available training programs and entrance requirements for each.

D. The Company will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8. Unions

If the Company relies in whole or in part upon unions as a source of employees, it will use its best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the Company either directly or through an association acting as agent will include the procedures set forth below:

A. The Company will use its best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

B. The Company will use its best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin, etc.

C. The Company is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Company, the Company shall so certify to the Connecticut Department of Transportation and shall set forth what efforts have been made to obtain such information.

D. In the event the union is unable to provide the Company with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Company will, through independent recruitment efforts, fill the employment vacancies without regard to race,

color, religion, sex or national origin, etc. making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the Company has a collective bargaining agreement providing for exclusive referral failed to refer minority employees). In the event the union referral practice prevents the Company from meeting the obligations pursuant to Executive Order 11246, as amended, and these provisions, such Company shall immediately notify the Connecticut Department of Transportation.

9. Subcontracting

A. The Company will use its best efforts to solicit bids from and to utilize minority group subcontractors, or subcontractors with meaningful minority group and female representation among their employees. Companies shall obtain a list of applicable Disadvantaged Business Enterprises firms from the Division of Contract Compliance.

B. The Company will use its best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

C. The General Contract Provisions entitled "Minority Business Enterprises as Subcontractors" is made part of this document by reference and its requirements are applicable to all entities proposing to do business with the Connecticut Department of Transportation.

10. Records and Reports

For the duration of the project, the company will maintain records as are necessary to determine compliance with the Company's equal employment opportunity obligations and Affirmative Action requirements. Additionally, the company will submit all requested reports in the manner required by the contracting agency.

A. The number of minority and nonminority group members and women employed in each work classification on the project.

B. The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to Companies which rely on whole or in part on unions as a source of their work force).

C. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees, and

D. The progress and efforts being made in securing the services of minority and female owned businesses.

(1) All such records must be retained for a period of three (3) years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State Department of Transportation and the U.S. Department of Transportation including consultant firms.

(2) If on-the-job training is being required by the "Training Special Provision", the Company will be required to furnish a Monthly Training Report and Supplement Report (1409) for each trainee.

11. Affirmative Action Plan

A. Contractors, subcontractors, vendors, suppliers, and all other Companies with contracts, agreements or purchase orders completely state funded will submit an Affirmative Action Plan if the contract value is $5,000 or over.

B. Contractors, subcontractors, vendors, suppliers, and all other Companies with federally-assisted contracts, agreements, or purchase orders valued at $10,000 or more will submit an Affirmative Action Plan.

C. Companies with contracts, agreements, or purchase orders with total dollar value under that which is stipulated in A and B above shall be exempt from the required submission of an Affirmative Action Plan unless otherwise directed by the Division of Contract Compliance.

State of Connecticut by His Excellency

John G. Rowland

Executive Order No. 16

WHEREAS, the State of Connecticut recognizes that workplace violence is a growing problem that must be addressed; and

WHEREAS, the State is committed to providing its employees a reasonably safe and healthy working environment, free from intimidation, harassment, threats, and /or violent acts; and

WHEREAS, violence or the threat of violence by or against any employee of the State of Connecticut or member of the public in the workplace is unacceptable and will subject the perpetrator to serious disciplinary action up to and including discharge and criminal penalties.

NOW, THEREFORE, I, John G. Rowland, Governor of the State of Connecticut, acting by virtue of the authority vested in me by the Constitution and by the statutes of this state, do hereby ORDER and DIRECT:

1. That all state agency personnel, contractors, subcontractors, and vendors comply with the following **Violence in the Workplace Prevention Policy:**

   The State of Connecticut adopts a statewide zero tolerance policy for workplace violence.

   Therefore, except as may be required as a condition of employment —

   - No employee shall bring into any state worksite any weapon or dangerous instrument as defined herein.
   - No employee shall use, attempt to use, or threaten to use any such weapon or dangerous instrument in a state worksite.
   - No employee shall cause or threaten to cause death or physical injury to any individual in a state worksite.

   Weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon.

   Dangerous instrument means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury.

   Violation of the above reasonable work rules shall subject the employee to disciplinary action up to and including discharge.

2. That each agency must prominently post this policy and that all managers and supervisors must clearly communicate this policy to all state employees.

3. That all managers and supervisors are expected to enforce this policy fairly and uniformly.

4. That any employee who feels subjected to or witnesses violent, threatening, harassing, or intimidating behavior in the workplace immediately report the incident or statement to their supervisor, manager, or human resources office.

5. That any employee who believes that there is a serious threat to their safety or the safety of others that requires immediate attention notify proper law enforcement authorities and his or her manager or supervisor.

6. That any manager or supervisor receiving such a report shall immediately contact their human resources office to evaluate, investigate and take appropriate action.

7. That all parties must cooperate fully when questioned regarding violations of this policy.

8. That all parties be advised that any weapon or dangerous instrument at the worksite will be confiscated and that there is no reasonable expectation of privacy with respect to such items in the workplace.

9. That this order applies to all state employees in the executive branch.

10. That each agency will monitor the effective implementation of this policy.

11. That this order shall take effect immediately.

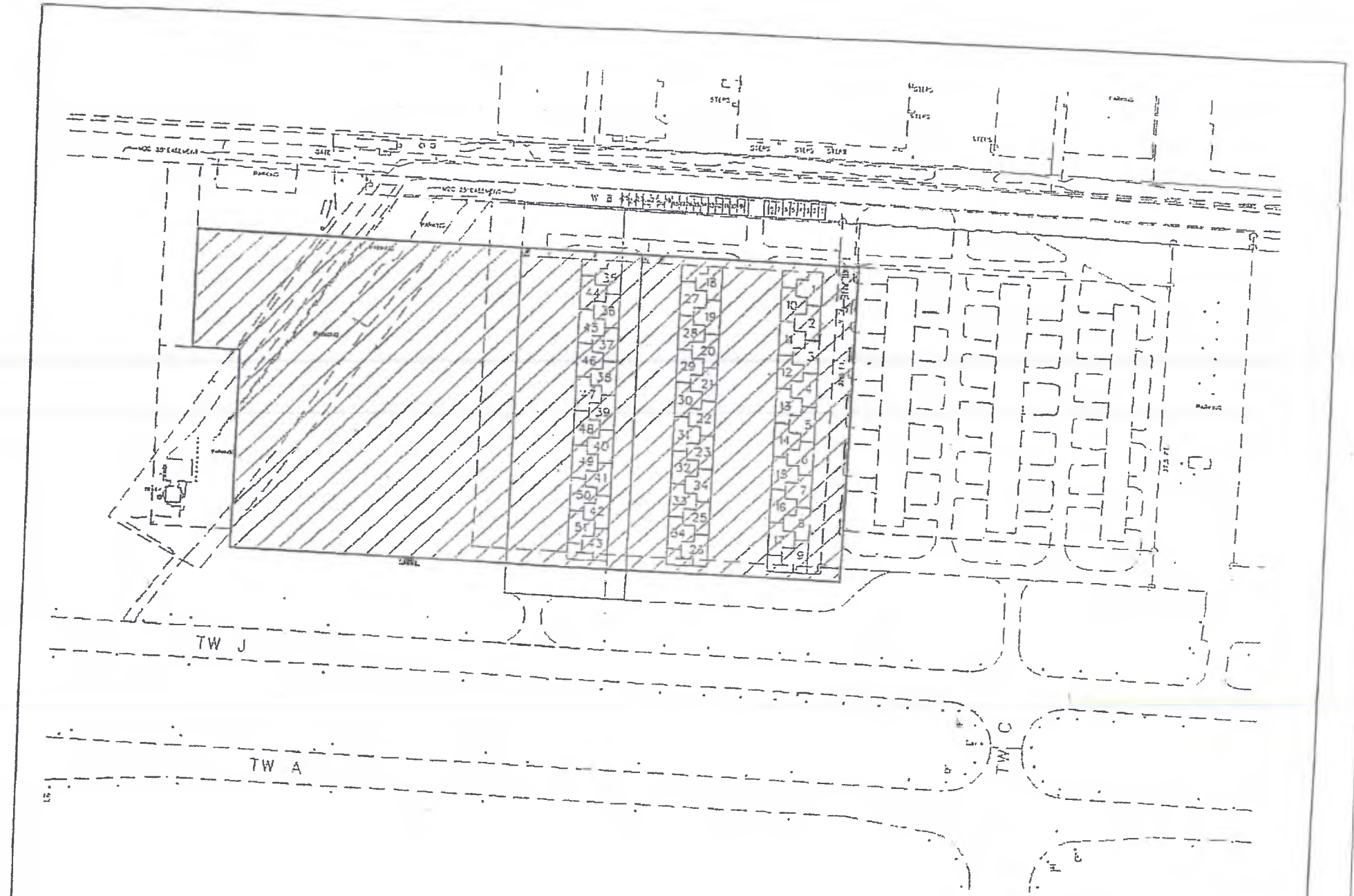
Dated in Hartford, Connecticut this 4th day of August 1999.

John G. Rowland

John G. Rowland, Governor

Filed this 4th day of August 1999

Susan Bysiewicz, Secretary of the State

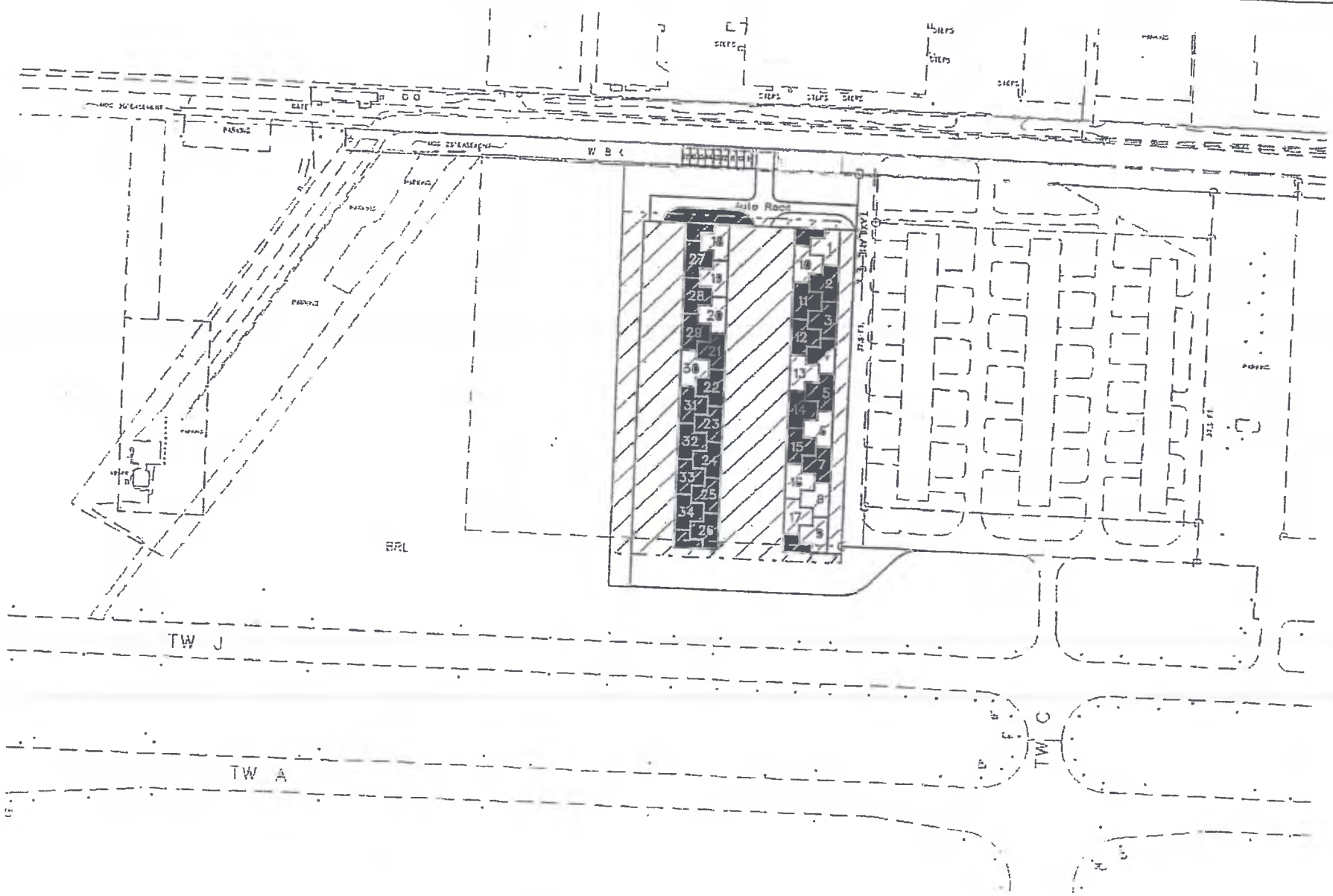


TOTAL LEASE AREA
AREA = 315,885 SF
7.25 ACRES

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
BUREAU OF AVIATION & PORTS
NEWINGTON, CONNECTICUT 06131

AREA LEASED TO HANGAR CORPORATION OF AMERICA AT HARTFORD-BRAINARD AIRPORT, HARTFORD, CONNECTICUT

DRAWN BY	CHECKED BY	DWG. NO.
WLH	RJB	EXHIBIT B
DATE	SCALE	
11/30/2001	NTS	



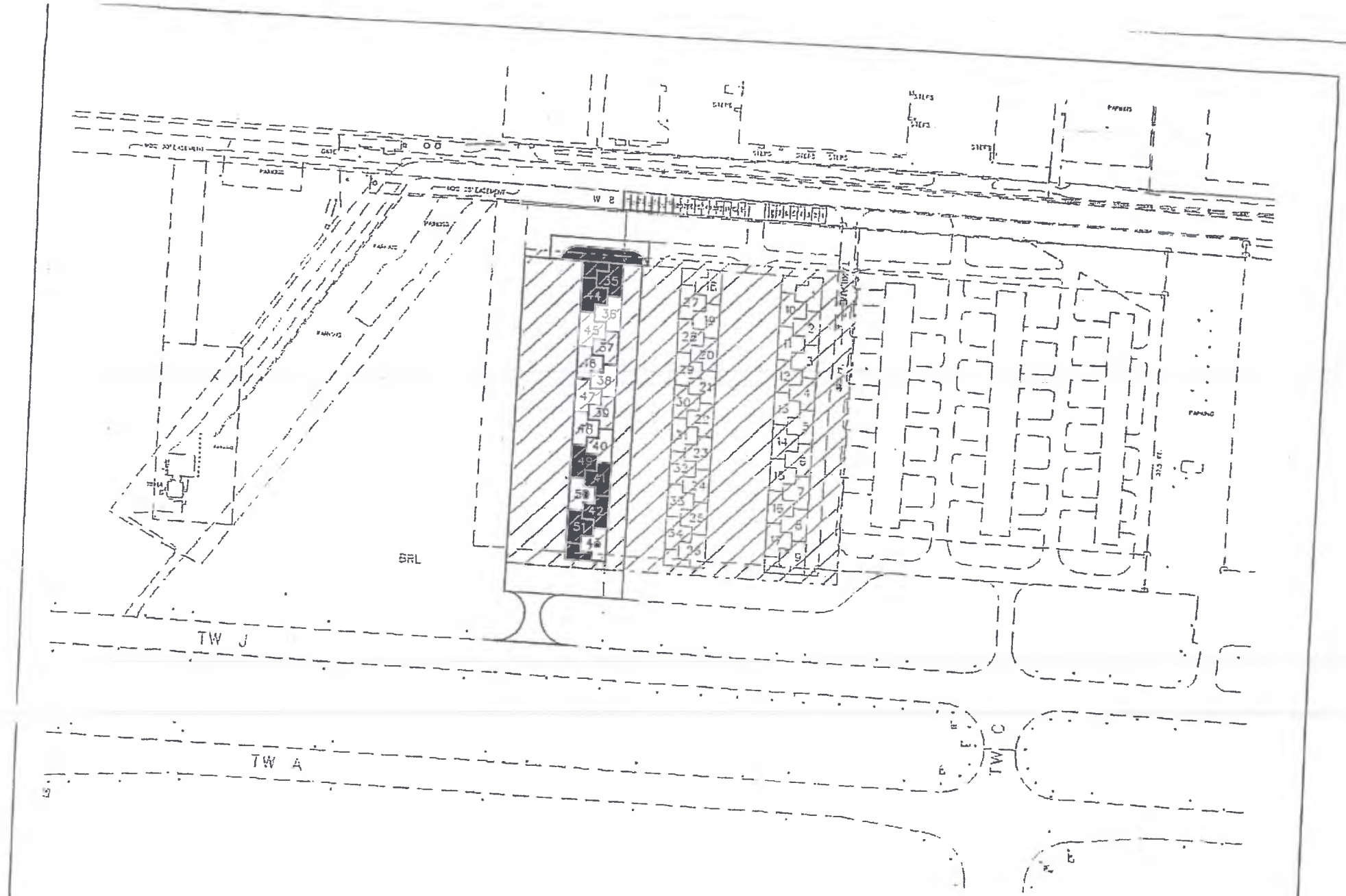
ACTUAL LEASE AREA
AREA - 107,468 SF
2.46 ACRES

PHASE 1

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
BUREAU OF AVIATION & PORTS
NEWINGTON, CONNECTICUT 06131

AREA LEASED TO HANGAR CORPORATION OF AMERICA AT HARTFORD-BRAINARD AIRPORT, HARTFORD, CONNECTICUT

DRAWN BY	CHECKED BY	DWG. NO.
WLH	RJB	



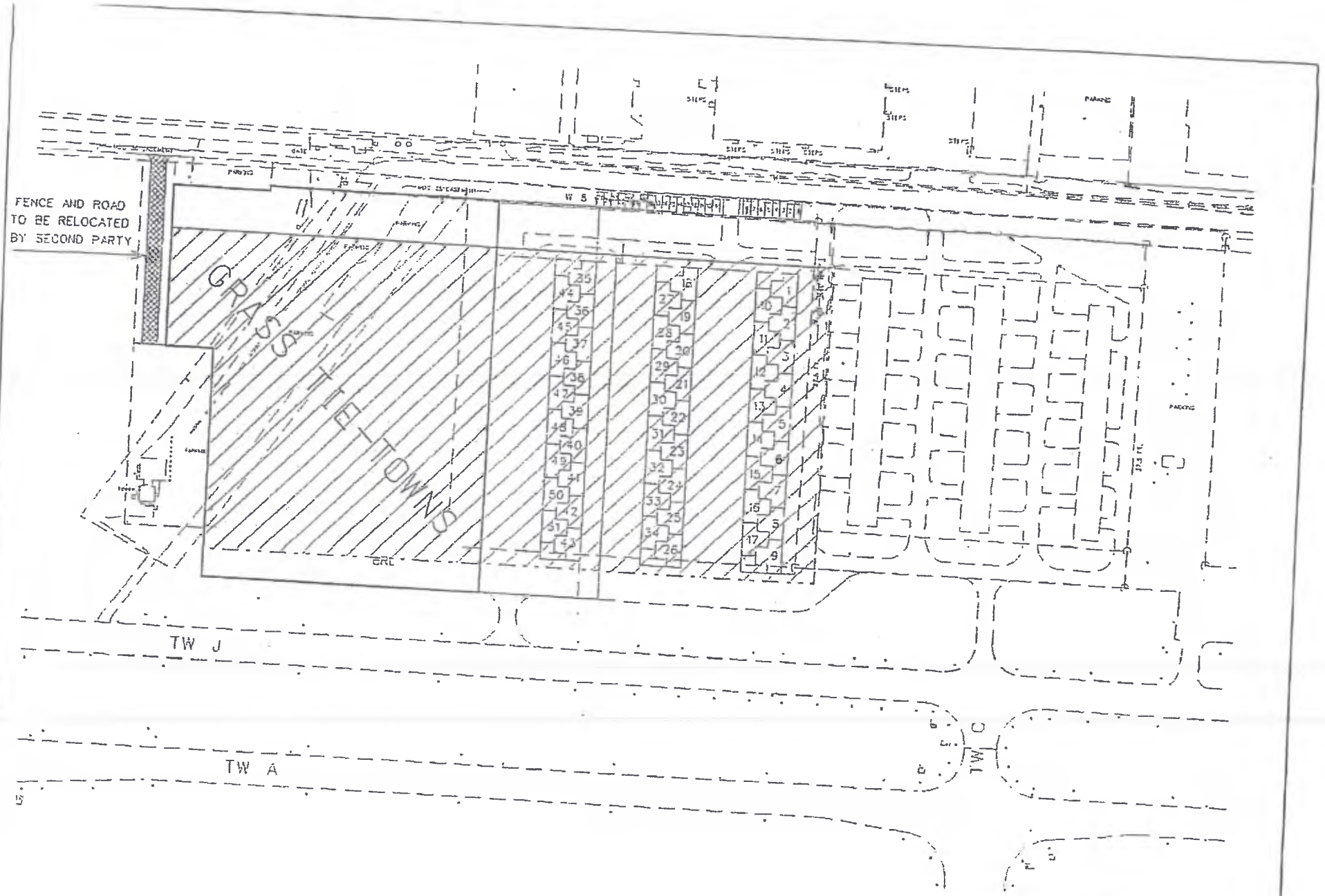
ACTUAL LEASE AREA
AREA = 60,099 SF
1.38 ACRES
TOTAL LEASE AREA - 167,567 SF

PHASE II

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
BUREAU OF AVIATION & PORTS
NEWINGTON, CONNECTICUT 06131

AREA LEASED TO HANGAR CORPORATION OF AMERICA AT HARTFORD-BRAINARD AIRPORT, HARTFORD, CONNECTICUT

DRAWN BY	CHECKED BY	DWG. NO.
WLH	RJB	



ACTUAL LEASE AREA
AREA - 148,315 SF
3.40 ACRES
TOTAL LEASE AREA - 315,885 SF

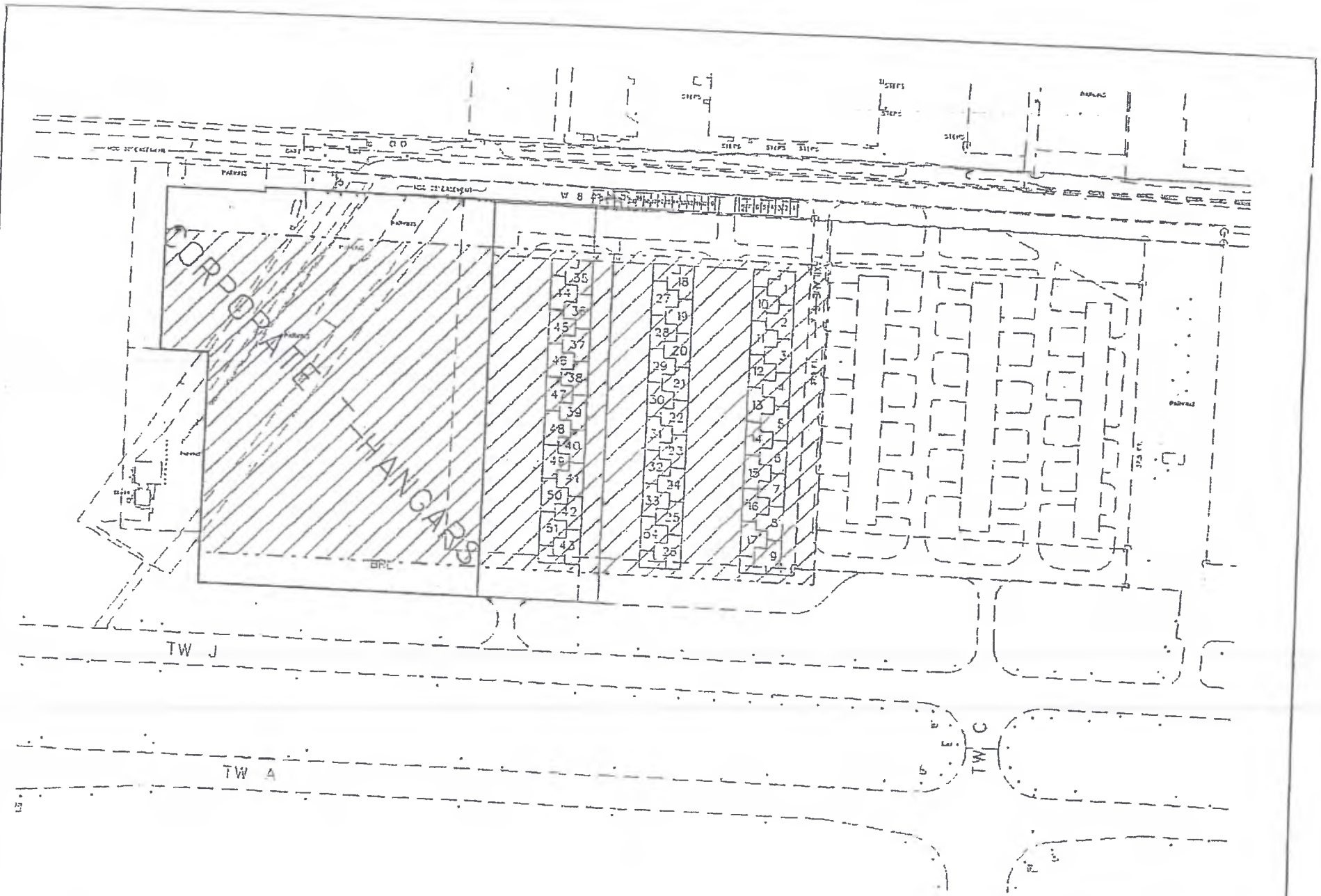
PHASE III

(GRASS TIE-DOWNS)

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
BUREAU OF AVIATION & PORTS
NEWINGTON, CONNECTICUT 06131

AREA LEASED TO HANGAR CORPORATION OF AMERICA AT HARTFORD-BRAINARD AIRPORT, HARTFORD, CONNECTICUT

DRAWN BY	CHECKED BY	DWG. NO.
WLH	RJB	EXHIBIT E
DATE	SCALE	



ACTUAL LEASE AREA
AREA - 148,315 SF
3.40 ACRES
TOTAL LEASE AREA - 315,885 SF

PHASE IV

(CORPORATE HANGARS)

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
BUREAU OF AVIATION & PORTS
NEWINGTON, CONNECTICUT 06131

AREA LEASED TO HANGAR CORPORATION OF AMERICA AT HARTFORD-BRAINARD AIRPORT, HARTFORD, CONNECTICUT

DRAWN BY	CHECKED BY	DWG. NO.
WLH	RJB	