

RESOLUTION OF THE NEW HAVEN PARKING AUTHORITY TO CONFIRM THE TERMS OF AN EXTENSION AGREEMENT WITH TEMPLE STREET ASSOCIATES II LIMITED PARTNERSHIP FOR AN ADDITIONAL 10 YEARS WITH SUCCESSIVE MUTUALLY ACCEPTABLE FIVE YEAR OPTIONS THEREAFTER

WHEREAS, by resolution dated February 3, 2020 the Authority approved the extension of the term of a parking agreement with Temple Street Associates II Limited Partnership and Temple Ventures Limited Partnership for the provision of 525 parking permits that are allocated between the Temple Street Garage and the Temple Medical Garage, which agreement is recorded in Volume 7337 at Page 315 of the New Haven Land Records (and was amended by a First Amendment to Parking Agreement, dated February 23, 2015) and runs through February 28, 2026 for an additional ten (10) year period with two successive mutually acceptable five year options thereafter; and

WHEREAS, the Authority has been requested by the manager of Temple Street Associates II Limited Partnership to confirm that a Second Amendment to Parking Agreement substantially in the form of the attached hereto as Exhibit A (the "Second Amendment") provides for option terms acceptable to the Authority.

NOW THEREFORE, be it resolved as follows:

1. An extension of the parking agreement substantially in the form of the Second Amendment attached hereto is in the best interest of the Authority and approved to be entered into by the Authority; and
2. The Chairman, or in his absence the Vice Chairman, is authorized and directed to execute all necessary and appropriate documents to effectuate this resolution.

EXHIBIT A

Second Amendment to Parking Agreement

RECORD AND RETURN TO:
Berkowitz, Trager & Trager, LLC
8 Wright Street
Westport, CT 06880
Attn: Howard D. Komisar, Esq.

SECOND AMENDMENT TO PARKING AGREEMENT

THIS SECOND AMENDMENT TO PARKING AGREEMENT (this “Amendment”) is made as of _____, 2020, between **PARK NEW HAVEN F/K/A THE NEW HAVEN PARKING AUTHORITY**, the City of New Haven’s parking authority established pursuant to 1951 Special Laws Act 473 of the General Assembly, as amended, and a referendum of the electors of the City of New Haven (the “Authority”), **TEMPLE STREET ASSOCIATES II LIMITED PARTNERSHIP**, a Connecticut limited partnership having an address at c/o The Fusco Corporation, 555 Long Wharf Drive, Suite 14, New Haven, Connecticut 06511 (“**TSAIL**”).

W I T N E S S E T H:

WHEREAS, the Authority and TSAIL are parties to that certain Parking Agreement dated as of September 8, 2005 and recorded in Volume 7337 at Page 315 of the New Haven Land Records, as amended by First Amendment to Parking Agreement dated as of February 23, 2015 between the Authority and TSAIL (the “**First Amendment**” and said Parking Agreement, as amended, the “**Parking Agreement**”); and

WHEREAS, the Parties hereto desire to extend the term of the Parking Agreement, subject to the provisions of this Amendment.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which prior to the execution of these presents is hereby acknowledged, the undersigned hereby agree as follows:

1. Amendment to the Parking Agreement. Section 1 of the Parking Agreement is hereby deleted in its entirety and amended and restated as follows:

“The term of this Agreement (the “Term”) shall be from March 1, 2006 (the “Commencement Date”) through February 28, 2036, subject to earlier termination as provided herein. The Term shall automatically renew for two (2) consecutive additional five (5) year periods, from March 1, 2036 through February 28, 2041 and from March 1, 2041 through February 28, 2046, respectively, subject to earlier termination as provided herein, on the same terms and conditions as set forth in this Agreement unless, on or before the date which is one hundred and eighty (180) days prior to the expiration of the then-current Term, TSAIL (its successors or assigns) provides written notice to the Authority of its election to terminate the Agreement on the last day of the then-current Term (the “Termination Notice”). In the event that the Termination Notice is given in

accordance with the foregoing sentence, the Term of this Lease shall expire at 11:59 p.m. local time on the last day of the then-current Term.”

2. Recitals. The recitals hereinabove contained are true and correct and are made a part hereof.

3. Incorporation by Reference. This Amendment is hereby made a part of, and is incorporated by reference in, the Parking Agreement. Except as expressly amended by this Amendment, the terms and provisions of the Parking Agreement are unchanged and remain in full force and effect and are hereby ratified and confirmed in all respects.

4. Successors and Assigns. The terms and provisions of this Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, and assigns forever.

5. Capitalized Terms. Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Parking Agreement.

6. Counterparts. This Amendment may be executed in any number of counterparts with the same effect as if all Parties hereto had executed the same document. All counterparts shall be construed together and shall constitute one agreement.

7. Authority. Each of the Parties hereto, warrants and covenants that: (i) such Party and the person executing this Amendment on such Party’s behalf has the full power and authority to enter into and execute this Amendment; (ii) this Amendment constitutes the valid, binding and enforceable obligation of such Party; and (iii) the execution and delivery of this Amendment by such Party will not result in a breach of, or constitute a default under, any agreement, contract, document or other instrument to which such Party is a party or by which such Party may be bound.

8. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Connecticut without regard to its conflicts of laws rules.

9. No Oral Modifications. This Amendment may not be amended or modified, except in writing and signed by the Party against whom enforcement of any change is sought.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Amendment the day and year first above written.

Signed, Sealed and Delivered
in the presence of:

PARK NEW HAVEN
f/k/a The New Haven Parking Authority

By: _____

Executive Director
Duly Authorized

TEMPLE STREET ASSOCIATES
LIMITED PARTNERSHIP
By: FUSCO/TSAIL, LLC,
Its General Partner
By: MRF Holdings, LLC

By: _____

Louis R. Pepe
Its Manager

STATE OF _____)
) ss.:
COUNTY OF _____)

On the ____ day of _____, 2020, before me, the undersigned, personally appeared _____, the Acting Executive Director of Park New Haven, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as the Acting Director of Park New Haven, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument on behalf of Park New Haven.

Name:
My Commission Expires:

STATE OF _____)
) ss.:
COUNTY OF _____)

On the ____ day of _____, 2020, before me, the undersigned, personally appeared LOUIS R. PEPE, the Manager of MRF HOLDINGS, LLC, the Manager of FUSCO/TSAIL, LLC, General Partner of TSAIL, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as the Manager of MRF HOLDINGS, LLC, the Manager of FUSCO/TSAIL, LLC, the General Partner of TSAIL, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument on behalf of the Manager of FUSCO/TSAIL, LLC, General Partner of TSAIL.

Name:
My Commission Expires: