

EXHIBIT Z

PARKING AGREEMENT

THIS AGREEMENT is made and entered into as of the __ day of _____ , 2020, by and among the **CITY OF NEW HAVEN**, a municipal corporation with an address of 165 Church Street, New Haven, Connecticut (the "City"), **THE NEW HAVEN PARKING AUTHORITY** (the "Authority"), the City'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 as operator of the Temple Medical Garage and the Temple Street Garage, acting herein by its Chairman, hereunto duly authorized, having an address at 232 George Street, New Haven, Connecticut 06510, and **WE 101 COLLEGE STREET LLC**, a Delaware Limited Liability Company authorized to do business in Connecticut ("WE 101"), acting herein by its Member/Manager, hereunto duly authorized, having an address at 150 Baker Avenue Extension, Suite 303, Concord, Massachusetts 01742.

WHEREAS, the City is the owner and the Authority is the operator of that certain parking garage facility commonly known as the "Temple Street Garage" and being more particularly described in Schedule of Temple Street Garage attached (the "Temple Street Garage"); and

WHEREAS, the City is also the owner and the Authority is also the operator of that certain parking garage facility commonly known as the "Temple George Garage" also known as the "Temple Medical Garage" and being more particularly described

in Schedule of Temple Medical Garage attached, (the "Temple Medical Garage");
and

WHEREAS, WE 101, the City and the Authority have entered into a Development and Land Disposition Agreement (the "DLDA") for WE 101's development of a commercial, medical, laboratory, and office mixed use facility (the "Mixed Use Facility") to be located on a parcel of land to be known as 101 College Street, New Haven, CT (the "101 College Street Parcel"), being more particularly described in Schedule of 101 College Street Parcel attached; and

WHEREAS, the Authority and WE 101 desire to enter into this Agreement so as to provide, on a long-term basis, for the parking needs of the Mixed Use Facility and the City, as owner of the Temple Street Garage and Temple Medical Garage, is a party to this Agreement solely for the purposes of Section 2 (i), Section 5 and (to the extent applicable) Section 6, and shall in no event be deemed liable or otherwise responsible with respect to any alleged default by the Authority with respect to the obligations of the Authority hereunder.

NOW, THEREFORE, in view of the foregoing and in consideration of the terms hereof, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Authority, WE 101 and the City (collectively referred to herein as the "Parties" and individually as a "Party"), do hereby agree as follows:

1. TERM.

(a) The initial term of this Agreement (the "Initial Term") shall be for a period of twenty (20) years, commencing no later than six (6) months after a certificate of occupancy or temporary Certificate of Occupancy (whichever is

earlier) is issued for the Mixed Use Facility, which WE 101 and the Authority anticipate will be in approximately February 2023 (the "Commencement Date"), subject to earlier termination as provided herein. The Parties shall execute a certificate stating the Commencement Date of the Initial Term. The first twenty (20) year period of the Term of this Agreement is sometimes referred to herein as the "Initial Term."

(b) WE 101 shall have three (3) successive options to extend the Term of this Agreement. Each such option shall be for twenty (20) additional years. If WE 101 chooses to exercise the first option to extend the Term, it shall so exercise the first option in writing to the Authority and the City no later than twelve (12) months prior to the expiration of the Initial Term. If WE 101 chooses to exercise the second option to extend the Term, it shall exercise such second option in writing to the Authority and the City no later than twelve (12) months prior to the expiration of the Term as extended by the first extension period. If WE 101 chooses to exercise the third option to extend the term of this Agreement, it shall exercise such third option in writing to the Authority and the City no later than twelve (12) months prior to the expiration of the Term as extended by the second extension period.

(c) WE 101 shall have the right to terminate this Agreement at any time pursuant to the following terms:

(1) If the DLDA terminates, this Agreement shall automatically terminate on the date that the DLDA terminates without the need for any prior notice to the

Authority, and no payment shall be due to the Authority on account of such termination.

(2) If WE 101 gives written notice to the Authority and to the City of the termination of this Agreement under Section 4(c) below, this Agreement shall terminate on the date specified in the notice, except that the Authority shall pay to WE 101 any amounts that have been paid by WE 101 to the Authority for Parking Permits for days subsequent to the date that the Agreement terminates.

(3) If WE 101 gives notice of termination of the Agreement (“Notice of Termination”) within the first seven (7) years of the Initial Term, except under the circumstances set forth in subparagraph 1(c)(2), it shall provide the Notice of Termination in writing to the Authority and the City pursuant to the schedule herein below and shall pay to the Authority \$750,000.00 as liquidated damages within 30 days of the termination date (the “Termination Date”) specified in the Notice of Termination:

- (a) If the Notice of Termination is provided at a time when WE 101 is receiving 100 or fewer permits per month in the Temple Medical Garage, WE 101 shall provide the Notice of Termination at least four (4) months in advance of the Termination Date;
- (b) If the Notice of Termination is provided at a time when WE 101 is receiving 101 or more permits per month in the Temple Medical Garage, WE 101 shall provide the Notice of Termination at least seven (7) months in advance of the Termination Date.

(4) If WE 101 gives the Notice of Termination of the Agreement between the 8th year and 20th year of the Initial Term, except under the circumstances set forth in subparagraph 1(c)(2), it shall provide notice in writing to the Authority and the City no less than 18 months in advance of the Termination Date and shall pay to the Authority as liquidated damages three (3) times the average of the monthly Parking Permit Fees charged by the Authority during the three months prior to the Termination Date. Payment shall be made within 30 days of the Termination Date;

(5) If WE 101 gives the Notice of Termination of the Agreement between the 21st year and 40th year of the Term, except under the circumstances set forth in subparagraph 1(c)(2), it shall provide notice in writing to the Authority and the City no less than 18 months in advance of the Termination Date and shall pay to the Authority as liquidated damages three (3) times the average of the Monthly Parking Permit Fees charged by the Authority to WE 101 during the three months prior to the Termination Date. Payment shall be made within 30 days of the Termination Date;

(6) If WE 101 gives the Notice of Termination of the Agreement between the 41st year and 80th year of the Term, except under the circumstances set forth in subparagraph 1(c)(2), it shall provide notice in writing to the Authority and the City no less than 18 months in advance of the Termination Date, and no liquidated damages shall be due to the Authority on account of such termination.

(7) The Authority and WE 101 agree and acknowledge that the sums payable by WE 101 to the Authority under this provision are liquidated damages and not penalties. The Authority and WE 101 further acknowledge that (i) the

actual amount of loss or damages likely to be incurred is incapable or is difficult to precisely estimate, (ii) the amounts specified above bear a reasonable relationship to and are not plainly or grossly disproportionate to the probable loss likely to be incurred in connection with any termination of this Agreement by WE 101 (iii) the Authority and WE 101 desire to liquidate such amount, and (iv) no further amount shall be owed by WE 101 to the Authority on account of the termination of this Agreement

2. MONTHLY PARKING.

(a) During the Term of this Agreement (which includes the Initial Term and all subsequent extensions of the term of this Agreement, as described above), the Authority shall make available to WE 101 an amount of monthly parking permits (the "Parking Permits") as requested by WE 101 based on the attached Schedule with approximate square footages. In no event shall the Authority make available fewer than 400 Parking Permits, or make available more than 550 Parking Permits under this Agreement, pursuant to the terms of the attached Schedule.

(b) 90 days prior to the Commencement Date, WE 101 shall notify the Authority as to the number of permits that it wishes the Authority to issue on the Commencement Date. During the first seven (7) years of the Initial Term, WE 101 shall have the right to increase the number of Parking Permits to be provided to it upon ninety (90) days' written notice to the Authority up to the maximum allowable 550 Parking Permits per the schedule based on the gross square footage of the Mixed Use Facility. The number of Parking Permits issued by the Authority on the last day of the seventh year of the Initial Term shall be the number of Parking Permits that the Authority shall be required to make available to WE 101 during

the balance of the Term, except as hereinafter provided. Commencing on the first day of the 8th year of the Initial Term, WE 101 shall have the right to reduce the number of Parking Permits issued to it during that year and during each subsequent year of the Term, upon written notice to the Authority given ninety (90) days prior to the commencement of the year for which the reduction is requested. Any such reduction shall create the new maximum number of Parking Permits that the Authority is obligated to provide.

(c) The Parking Permits will permit Eligible Users (as hereinafter defined) to park in the Temple Street Garage and/or the Temple Medical Garage. The Parties agree that the first 250 Parking Permits will be issued for Temple Medical Garage. Eligible Users holding Parking Permits for the Temple Medical Garage as directed by Authority personnel shall be permitted to use such Parking Permits for parking in the Temple Street Garage if there are no available spaces in the Temple Medical Garage for them to use. The Authority shall sign / mark deck 3 at the Temple Medical Garage when the first 100 Parking Permits are issued and will sign / mark deck 3a at the Temple Medical Garage when Parking Permits are issued in excess of the first 100 permits. Such signage will indicate the parking availability for tenants of the Mixed Use Facility or specific tenant(s) of the Mixed Use Facility as directed by WE 101. The Authority shall sign / mark 2 (two) additional decks in Temple Medical Garage for permit holders at the Temple Medical Garage, "for monthly permit holders only" or such other language that may be agreeable by both WE 101 and the Authority. The remainder of the Parking Permits issued shall be issued for parking at the Temple Street Garage. The

Parking Permits provided under the Agreement shall be made available to Eligible Users in the Temple Medical Garage or the Temple Street Garage, respectively, on a 24 hour basis every day of the year.

(d) Use of the Parking Permits will be restricted to WE 101, its tenants (other than Yale University), and other occupants of the Mixed Use Facility, and their respective employees, principals, visitors, and invitees (the "Eligible Users"). The Eligible Users shall have access to the Temple Medical Garage or Temple Street Garage, respectively, by using an access system or other such devices as may be available, with parking cards (or what may be applicable in the future) to be supplied by the Authority and distributed by WE 101 or its tenants to the Eligible Users.

(e) The Parties agree that the Authority hereby declares itself not responsible for fire, theft, damage to or loss of any automobile or any article left therein in the Temple Medical Garage or Temple Street Garage. Storage (a stay in excess of 7 days) of vehicles in the Temple Medical Garage or Temple Street Garage is not permitted. **ONLY A LICENSE IS GRANTED HEREBY AND NO BAILMENT IS CREATED.** Notwithstanding the foregoing, if an individual is leaving his or her car in either of the Temple Medical Garage or Temple Street Garage for more than 24 hours and provides notice to the Authority, such action shall not be considered storage and shall be permitted. Notice shall be provided by calling, emailing, or faxing the Authority's administrative offices and providing the Authority's staff with the make, year, model, and license plate of the vehicle.

(f) During the Term, WE 101 shall be liable to pay a Monthly Parking Permit fee (the "Monthly Parking Permit Fee") for the Parking Permits, which payment shall be made directly to the Authority. Said Monthly Parking Permit Fee shall be based upon the Authority's adopted public monthly parking rate, plus any applicable sales taxes payable by monthly parkers at the Temple Street Garage and the Temple Medical Garage, as applicable (the "Parking Permit Rate").

(g) The Monthly Parking Permit Fee shall be determined by multiplying the total number of monthly Parking Permits issued to WE 101 by the applicable monthly Parking Permit Rate. In the event that parking is not available to a permit holder in either the Temple Medical Garage or Temple Street Garage, the Authority shall direct such permit holder to another Authority- controlled parking which is located within a 500' radius of any portion of the Temple Medical Garage, Temple Street Garage, or the Mixed Use Facility, provided, however, that the Authority shall not redirect permit holders, except as provided for in Paragraph 4 (c), to a parking facility other than the Temple Street Garage or the Temple Medical Garage more than five (5) occasions during any twelve (12) month period. WE 101 shall provide notice to the Authority within two (2) business days of each occasion and then WE 101 and the Authority shall meet within the next five (5) business days to review and discuss a plan to avoid any additional occasions. In the event that parking is not available in either the Temple Medical Garage or the Temple Street Garage on more than five occasions in a twelve month period, such failure to provide parking shall be considered a default under the Agreement, and, in addition any other remedies that WE 101 may have on account of such default,

the Monthly Parking Permit Fee shall be reduced for each day during a month in which a parking space is not available in the Temple Medical Garage or Temple Street Garage.

(h) The Authority will bill WE 101 the Monthly Parking Permit Fee, monthly in advance for the ensuing month as one (1) group account. Payment to the Authority shall be due on the first day of each month. No charge for the Parking Permits is permitted in excess of the cost of the Parking Permits and an administrative fee not to exceed 15%. In the event WE 101 fails to pay any invoices hereunder due to the Authority within thirty (30) days of the due date of such invoice, and if WE 101 has a good faith dispute as to the sum that it owes to the Authority, it shall provide written notice to the Authority of such dispute within fifteen (15) days of receipt of the Authority's monthly invoice to WE 101, pay the Authority for the portion of the invoice that it does not dispute and escrow the disputed amount with a mutually agreeable third party. Until such dispute is resolved. In the event that WE 101 fails to pay the Authority the undisputed amounts that it owes for a period of 30 days past the due date, WE 101's failure to pay the undisputed portion of the invoice shall immediately be brought to Dispute Resolution Procedure set forth in paragraph 6(m) below, and either Party may provide a Notice of Conflict to the other Party to initiate the Dispute Resolution Procedure. If the issue of nonpayment by WE 101 of the undisputed portion of the Monthly Parking Permit Fee is not resolved as a result of the Dispute Resolution Procedure, the Authority and WE 101 shall submit the failure of WE 101 to pay such undisputed amounts to Mediation pursuant to Section 6(m) of the Agreement.

If at the conclusion of the Mediation, there is no agreement regarding WE 101's failure to pay the undisputed portion of the Monthly Parking Permit Fee and such Monthly Parking Permit Fee remains unpaid, unless otherwise agreed to by the Authority, then, the Authority shall have the right, no sooner than one hundred and twenty (120) days from the due date of the invoice (which includes a ninety (90) day cure period) to (i) suspend the Parking Permits granted hereunder and/or (ii) issue a notice of termination to WE 101 and its Mortgagee that the Agreement will terminate thirty (30) days after the date of the notice of termination if payment of the undisputed amounts is not made before the termination date. If the undisputed fees are not paid within thirty days of the date of the notice of termination, then the Agreement shall, at the Authority's option, terminate the Authority agreeing that such termination is not a termination by WE 101 under Section 1 of this Agreement.

(i) The Authority and the City are aware that Yale University is an intended tenant of the Mixed Use Facility. In the event that Yale University vacates some or all of its leased space in the Mixed Use Facility, upon 180 days' notice to the Authority from WE 101 of such intended vacancy, the Authority and the City will endeavor to assist WE 101 in locating parking for the tenant(s) who will replace Yale University in the Mixed Use Facility.

3. TRANSIENT PARKING.

(a) During the Term, the Authority will make available to WE 101 unreserved transient parking in the Temple Medical Garage and/or the Temple Street Garage on a daily basis during normal operating hours, subject to the limits and current usage and availability of the Temple Medical Garage and/or the Temple Street Garage. Such transient parkers will pay the publicly adopted rate at

the Temple Medical Garage and/or the Temple Street Garage, as appropriate, as the same may change from time to time during the Term.

(b) The Authority will make available to WE 101 and its tenants the Authority's Validation Program.

4. OPERATIONS

(a) The Authority shall cause the Temple Medical Garage and the Temple Street Garage to be operated in accordance with the standards set forth by the Authority as described in Exhibit A, which may be amended from time to time, provided that the Authority gives WE 101 seven (7) days prior notice of its intent to change its standards in any way and allows WE 101 to comment in an advisory capacity. In addition, WE 101 and the Authority shall meet not less than on a quarterly basis to discuss any issues that may arise under the Agreement.

(b) The Authority shall at all times during the Term prominently post signage that provides information about the procedures for the parking and recovery of vehicles during times in which the Authority does not have personnel present at the Temple Medical Garage or Temple Street Garage, as applicable.

(c) The Authority and WE 101 agree that:

i) In the event that at any time during the Term, a portion or the entirety of either of the Temple Medical Garage or Temple Street Garage is to be closed for repairs, rebuilding, alterations, renovations, replacement of electrical, mechanical or lighting systems or similar construction activities, or for a public health or safety emergency, then the Authority shall relocate only those Parking Permit holders who cannot be accommodated in their respective garages to either the Temple Medical

Garage or Temple Street Garage during such time. The Authority shall endeavor that, to the extent practical, it will conduct its construction activities, as set forth above herein, in a manner that is the least disruptive to the Parking Permit holders.

ii) In the event that any of the Parking Permit holders cannot be accommodated in either the Temple Medical Garage or the Temple Street Garage pursuant to paragraph 4(c)(i) above, then the Authority shall relocate those Parking Permit holders to other Authority controlled parking which is located within a 500' radius of any portion of the Temple Medical Garage, Temple Street Garage, or the Mixed Used Facility. Once a Parking Permit holder is relocated, the Authority shall adjust the Monthly Parking Permit Fees to the lesser of the adopted public monthly rate of their respective garage or the relocated parking.

(iii) In the event the Authority is unable to relocate the Parking Permit holders pursuant to paragraphs 4(c)(i) and 4(c)(ii), WE 101 shall have the right at its option and upon written notice to the Authority, to temporarily or permanently reduce the number of Parking Permits for Parking Permit holders whom the Authority has not been able to relocate under paragraphs 4(c)(i) and 4(c)(ii).

(iv) In the event such occurrence pursuant to paragraphs 4(c)(ii) above lasts for a period of more than (1) month, then WE 101 shall have the right to either temporarily or permanently reduce those number of Parking

Permits it pays for to reflect such reduction pursuant to such occurrence in paragraphs 4(c)(ii) upon written notice to the Authority.

(v) In addition, in the event such occurrence pursuant to paragraphs 4(c)(ii) and/or 4(c)(iii) lasts for a period of more than one (1) month and includes 25% or more of all the Parking Permits issued pursuant to Sections 2 (a) and 2 (b), WE 101 shall also have the right, if it so chooses, to terminate this Agreement and shall deliver written notice of such termination to the Authority as set forth in Sections 1 and 6.

(d) The Authority shall provide such security for the Temple Medical Garage and Temple Street Garage pursuant to the Authority's Standards as set forth in Exhibit B, which may be amended from time to time, provided that the Authority gives 7 days prior notice to WE 101 of its intent to change its standards in any way and allows WE 101 to comment in an advisory capacity. WE 101 may request that the Authority provide additional security on the condition that WE 101 reimburses the Authority for the reasonable costs of such additional security, which costs shall be approved and paid by WE 101 in advance of the Authority incurring such costs.

5. SUCCESSION; BINDING EFFECT.

(a) This Agreement shall be binding upon, and inure to the benefit of the Authority and WE 101, and their respective successors and assigns and shall be binding on the owners of the Temple Medical Garage and Temple Street Garage, including but not limited to the City, and its successors and assigns.

(b) The City, the Authority and WE 101 agree that, during the Term the Authority shall be obligated to operate the Temple Medical Garage and Temple

Street Garage available to the general public; the City agreeing that the Authority shall be so authorized to do so.

6. MISCELLANEOUS.

(a) Any notice, demand, waiver, approval or consent hereunder shall be in writing and shall be deemed duly served if personally delivered, or delivered by a nationally recognized overnight courier, or if mailed by certified mail, return receipt requested, addressed if to any Party at the address of such Party set forth herein below or to such other address as such Party shall have last designated by written notice to the other Parties. Any notice given by hand delivery shall be deemed to have been given on the same day hand delivered, provided that such hand delivery shall have been confirmed. Any notice given by national overnight carrier or given by certified mail shall be deemed to have been given when mailed.

Notices

IF TO THE CITY:

CITY OF NEW HAVEN
CITY HALL
ATTN: ECONOMIC
DEVELOPMENT ADMINISTRATOR
165 CHURCH STREET
NEW HAVEN, CT 06510

With a copy to:

SPECIAL COUNSEL FOR ECONOMIC

DEVELOPMENT
CORPORATION COUNSEL
165 CHURCH STREET
NEW HAVEN, CT 06510

IF TO THE AUTHORITY:

New Haven Parking Authority
Attn: Executive Director
232 George Street
New Haven, CT 06510

With a copy to:

Rini & Associates
Attn: Joseph L. Rini
51 Elm Street, Suite 420
New Haven, CT 06510

Cohen and Wolf, P.C.
Attn: Clifford A. Merin
1115 Broad Street
Bridgeport, CT 06604

IF TO WE 101 :

WE 101 COLLEGE STREET
LLC
150 Baker Avenue Extension
Suite 303
Concord, Massachusetts 01742
Attn: Carter J. Winstanley
Attn: Demian Gage

with copies to:

Carolyn W. Kone
Brenner, Saltzman & Wallman
LLP
271 Whitney Avenue
New Haven, CT 06511

and to:

Geoffrey Howell
DLA Piper LLP (US)
33 Arch Street
Boston, MA 02110

(b) No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence

(c) During the Term, WE 101 and the Authority shall discuss whether the Authority shall operate the garages located at 100 College Street and 101

College Street, the Authority recognizing that WE 101 is not the owner of the garage at 100 College Street.

(d) The Agreement shall not be interpreted or construed more strictly against one Party or the other merely by virtue of the fact that it was drafted by counsel to any Party; it being hereby acknowledged and agreed that all Parties have both contributed materially and substantially to the negotiations and drafting of the Agreement.

(e) The Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut without giving effect to the principles of conflicts of law.

(f) The captions of the Agreement are for convenience and reference only and in no way define, limit or describe the scope or intent of the Agreement nor in any way affect the Agreement.

(g) No agreement hereafter made shall be effective to change, modify, discharge or effect an abandonment of the Agreement in whole or in part unless such agreement is in writing and signed by the Party against whom enforcement of the change, modification, discharge or abandonment is sought.

(h) The Agreement and the DLDA constitute the entire agreement among the Parties and supersede any prior understandings, agreements, or representations by or among the Parties, written or oral, to the extent they related in any way to the subject matter hereof. In the event that there is a conflict between the Agreement and the DLDA, the terms of the Agreement shall govern.

(i) If any term or provision of the Agreement except as to Term, Parking Permits to be provided, the charges to be paid for such Parking Permits and termination provisions, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

(j) Each of the Parties shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of the parties hereto.

(k) Each Party hereby covenants, warrants and represents: (1) that the individual executing the Agreement on behalf of such Party is duly authorized to execute or attest and deliver the Agreement on behalf of such Party in accordance with the organizational documents of such Party, (2) that the Party has the authority to enter into the Agreement and that the Agreement is fully binding upon such Party, and (3) that the execution, performance and delivery of the Agreement by such Party will not result in any breach of, or constitute a default under or a violation of or impair any of the Party's obligations under any agreement, contract or other instrument to which such Party is a party or by which such Party may be bound or constitute a violation of any applicable law. The Authority represents that the following significant long term agreements, which have at least a year

remaining on the term and account for 50 or more parking permits, exist that relate to the Temple Medical Garage and/or the Temple Street Garage: State of CT Parking Agreement (Gateway); 1977 Temple Street Associates Purchase Agreement; Temple Street Associates II LP Agreement; and 229 George Street LLC Agreement and that WE 101 has been supplied with copies of these agreements. Notwithstanding the foregoing agreements, the Authority warrants and represents that that it has the authority to grant and the ability to provide the Parking Permits (up to 550 Parking Permits) pursuant to the terms of the Agreement, and the execution, delivery and performance of the Agreement by the Authority has been duly authorized by the Board of Commissioners of the Authority at a meeting of said Board duly called and properly held on DATE ____, 2020.

(l) This Agreement may be executed in any number of counterparts with the same effect as if all Parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one Agreement.

(m) The City, WE 101 and the Authority agree that they shall endeavor to resolve any dispute that may arise under the Agreement through a dispute resolution procedure (the "Dispute Resolution Procedure") prior to filing suit in court. Any Party may initiate the Dispute Resolution Procedure by providing a notice of conflict (the "Notice of Conflict") to the Party with which it has a dispute setting forth: (i) the subject of the dispute; (ii) the Party's position and (iii) the relief requested. Within five (5) business days of delivery of the Notice of Conflict, the receiving Party shall respond in writing with a statement of its position. At the request of any Party to the dispute, representatives of each Party involved in the dispute with full

settlement authority shall meet at a mutually acceptable time and place in New Haven, Connecticut within ten (10) days of the Notice of Conflict in order to attempt to negotiate in good faith a resolution to the dispute. If the dispute is not resolved by the parties through the Dispute Resolution Procedure, then if agreed upon by the Parties to the dispute, the dispute may be submitted to mediation under the Commercial Mediation Procedures of the AAA, in effect upon the date that the dispute is submitted to mediation, or under such other rules as the Parties to the dispute may agree upon. Mediation shall be with the AAA, or, if agreed upon, through use of a private mediator chosen by the parties. Mediation shall occur in New Haven, Connecticut or as otherwise agreed upon. The mediator's fees and the filing fees, if any, shall be shared equally among the parties participating in the mediation. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. If the parties agree to mediation, the conclusion of mediation proceedings shall be a condition precedent to litigation. The parties shall conclude mediation proceedings within sixty (60) days after the designation of the mediator. Prior to the conclusion of the Dispute Resolution Procedure or mediation proceedings, any Party may commence litigation for the sole purpose of tolling the statute of limitations, if necessary. If a Party commences litigation for such purposes, it must request that the Court stay the judicial proceedings until the Dispute Resolution Procedure or the mediation proceedings, as the case may be, are concluded.

(n) **Notwithstanding previous provisions in this Agreement, EACH OF THE PARTIES TO THIS AGREEMENT HEREBY AGREES TO WAIVE ITS**

RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THE AGREEMENT OR ANY OF THE RELATED AGREEMENTS OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THE AGREEMENT. The scope of this waiver is intended to be all-encompassing of any and all disputes that may be filed in any court and that relate to the subject matter of this transaction, including contract claims, tort claims, breach of duty claims and all other common law and statutory claims. Each Party hereto acknowledges that it has relied on this waiver in entering into the Agreement, and that each will continue to rely on this waiver in their related future dealings. Each Party hereto further warrants and represents that it has reviewed this waiver with its legal counsel and that it knowingly and voluntarily waives its jury trial rights following consultation with legal counsel. **THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT**

(o) Insurance: The Authority and WE 101 each agree to maintain the following minimum insurance coverage, during the Term of the Agreement
Worker's compensation insurance in accordance with the laws of the State of Connecticut;

Employer's Liability insurance with limits of \$1,000,000 each accident, \$1,000,000 coverage for each employee for disease and \$1,000,000 policy limits for disease;

Commercial general liability insurance with a limit of \$1,000,000 per occurrence and an annual aggregate of \$2,000,000 and a separate aggregate of \$2,000,000 for products completed operations;

Automobile liability insurance with limits of \$1,000,000 per accident;

Umbrella or excess liability insurance with a minimum limit of \$5,000,000 per occurrence/general aggregate excess of all liability insurance described in the Agreement other than worker's compensation insurance.

All policies shall also include a waiver of subrogation. All such insurance shall be primary and non-contributory with any other insurance and self-insurance. WE 101 and the Authority shall periodically review whether these coverages should be changed, and if they agree that there should be changes, such changes shall be set forth in an amendment to the Agreement.

(p) The word "including" shall mean "including, without limitation", and the use of such word and the word "include" in the Agreement shall be by way of example rather than by limitation. Reference to any agreement, document or instrument means such agreement, document or instrument as amended or otherwise modified from time to time in accordance with the terms thereof, and if applicable hereof. Where the context so requires or permits, the use of the singular form includes the plural, the use of the plural form includes the singular, and the reference to either gender includes either and both genders. When used in this Agreement, words such as "herein", "hereinafter", "hereby", "hereof", "hereto", "hereunder" and words of similar import shall refer to the Agreement as a whole

and not to any particular provision of the Agreement, unless the context clearly requires otherwise. The use of the words "or," "either" and "any" shall not be exclusive. The Parties hereto have participated jointly in the negotiation and drafting of this Agreement.

(q) The Agreement and any amendment thereto shall be recorded in the New Haven Land Records.

[Signature Page Follows]

1. **IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date set forth above.

NEW HAVEN PARKING AUTHORITY

By _____
Norman Forrester
Chairman
Duly Authorized to act herein

WE 101 COLLEGE STREET, LLC
By Winstanley Enterprises, LLC

By _____
Carter J. Winstanley
Its Manager
Duly Authorized to act herein

CITY OF NEW HAVEN

By _____
Justin Elicker
Its Mayor
Duly Authorized to act herein
(as to Section 2 (i) Section 5 Section
6, as applicable

Approved as to Form and Correctness

John R. Ward
Special Counsel for Economic Development

STATE OF)

COUNTY OF)

On this _____ day of _____, 2020, before me, the undersigned officer, personally appeared CARTER J. WINSTANLEY, who acknowledged himself to be the Manager of Winstanley Enterprises, LLC, the member/manager of WE 101 COLLEGE STREET LLC, a Delaware limited liability company, and that as such Manager, being authorized so to do, executed the foregoing instrument for the purposes contained therein, by signing on behalf of Winstanley Enterprises LLC, as his free act and deed as such Manager.

Notary Public
Commission expires:
Commissioner of the Superior Court

STATE OF CONNECTICUT)
COUNTY OF NEW HAVEN)

On this _____ day of _____, 2020, before me, the undersigned officer, personally appeared Norman Forrester, who acknowledged himself to be the Chairman of the New Haven Parking Authority, and that as such Chairman, being authorized so to do, executed the foregoing instrument for the purposes contained therein, by signing on behalf of the New Haven Parking Authority, said act being the free act and deed of the New Haven Parking Authority and her/his free act and deed as such Chairman.

Notary Public
Commission expires:
Commissioner of the Superior Court

STATE OF CONNECTICUT)
COUNTY OF NEW HAVEN)

On this _____ day of _____, 2020, before me, the undersigned officer, personally appeared Justin Elicker, who acknowledged himself to be the Mayor of the City of New Haven, and that as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes contained

therein, by signing on behalf of the City of New Haven, said act being the free act and deed of the City of New Haven and his free act and deed as such Mayor.

Notary Public
Commission expires:
Commissioner of the Superior Court

SCHEDULE OF TEMPLE STREET GARAGE

Temple Street Garage legal description

All that certain pieces and parcels of land in the City of New Haven, County of New Haven, State of Connecticut, occupied by the Temple Street Garage bounded and described as follows:

First Parcel:

Commencing at the southeast corner of Crown Street and Temple Street,

Thence running southerly along the easterly side of Temple Street to the northeast corner of George Street and Temple Street,

Thence running easterly along north side of George Street to a point at North 671626.41 East 951059.89,

Thence North 28 degrees 31 minutes 34 seconds East a distance of 340.03 feet to a point North 671925.16 East 951222.27 in the south side of Crown Street,

Thence running westerly along the south side of Crown Street to the place and point of beginning.

Second Parcel:

Commencing at the southeast corner of George Street and Temple Street,

Thence running southerly along the east side of Temple Street to the northeasterly corner of Temple Street and North Frontage Road, now known as Martin Luther King Boulevard,

Thence running easterly along the north side of North Frontage Road, now known as Martin Luther King Boulevard, to the a point at North 671260.42, East 950860.96,

Thence running North 28 degrees 31 minutes 34 seconds East a distance of 342.53 to a point at North 671561.39 East 91024.55 in the south side of George Street,

Thence running westerly along the south side of George Street to the place and point of beginning.

Together with air rights over George Street at the locations abutting the First Parcel

and the Second Parcel,

Excepting therefrom the land and air rights conveyed by the City of New Haven to the State of Connecticut by deed dated April 12, 2009 and recorded in Volume 8377 Page 225 et seq. of the New Haven Land Records and further excepting therefrom the underground tunnel known as the Chapel Square Mall tunnel.

Subject to the easements granted to the State of Connecticut in said deed.

SCHEDULE OF TEMPLE MEDICAL GARAGE

TEMPLE MEDICAL GARAGE A/K/A TEMPLE GEORGE GARAGE

LEGAL DESCRIPTION

All that certain three dimensional piece or parcel of air space including air improvements, hereditaments and appurtenances forming the Air-Rights Property, which is defined in Subsection 101(b) of a certain Garage Purchase and Operating Agreement entered into by and between Temple Street Associates, a Connecticut Limited Partnership and the City of New Haven, acting by and through the New Haven Parking Authority dated November 4, 1977 and recorded among the Land Records of the Town of New Haven on November 8, 1977 at 12:15 p.m., in Vol. 2672 at Pages 256, et seq., (which Garage Purchase and Operating Agreement is hereinafter referred to as the "GARAGE AGREEMENT") and is described as follows:

A three dimensional piece or parcel of air space with all improvements contained therein located on the over Reuse Parcel A-1-c Temple-George Redevelopment Area between George Street and North Frontage Road, in the City of New Haven, County of New Haven and State of Connecticut, a/k/a Multi-Purpose Structure Site, as the same is defined in Subsection 101(j) of the GARAGE AGREEMENT, which Parcel A-1-c is shown on a map entitled: "Map of Property prepared for Temple Street Associates, New Haven, Connecticut by Cahn Engineers, Inc., Scale 1" = 20' dated 1-25-77", on file in the New Haven Town Clerk's Office, more particularly bounded and described as follows:

Commencing at a point in the Southerly street line of George Street, said point being the Northeasterly corner of land now or formerly of Abner A. Alderman, et al., said point having the coordinates North 171,766.45 and East 550,486.71 on the Connecticut Coordinate System;

Thence running South 60 degrees, 50 minutes, 51 seconds East 145.83 feet along Southerly Street line of George Street;

Thence running South 28 degrees, 24 minutes, 45 seconds West 94.03 feet along land now or formerly of the United Illuminating Company;

Thence running South 36 degrees, 39 minutes, 17 seconds West 17.45 feet along land now or formerly of the United Illuminating Company;

Thence running North 61 degrees, 51 minutes, 51 seconds West 5.44 feet along Reuse Parcel A-1-a;

Thence running South 29 degrees, 09 minutes, 09 seconds West 61.91 feet along Reuse Parcel A-1-a;

Thence running South 60 degrees, 50 minutes, 51 seconds East 37.67 feet along Reuse Parcel A-1-a;

Thence running South 29 degrees, 09 minutes, 09 seconds West 22.26 feet along Reuse Parcel A-1-b;

Thence running South 58 degrees, 16 minutes, 43 seconds West
50.34 feet along Reuse Parcel A-1-b;

Thence running South 29 degrees, 09 minutes, 09 seconds West
75.20 feet along Reuse Parcel A-1-b;

Thence running Westerly on the curve to the right having a radius
of 492.00 feet and arc length of 46.66 feet along the Northerly
Street line of North Frontage Road;

Thence running North 54 degrees, 24 minutes, 39 seconds West
112.00 feet along the Northerly street line of North Frontage Road;

Thence running North 25 degrees, 10 minutes, 39 seconds East
131.52 feet along land now or formerly of Abner A. Alderman, et al.;

Thence running South 64 degrees, 42 minutes, 51 seconds East
17.00 feet along land now or formerly of Abner A. Alderman, et al.;

Thence running North 28 degrees, 17 minutes, 17 seconds East
166.86 feet along land now or formerly of Abner A. Alderman, et al.,
to the point of commencement.

The three dimensional piece or parcel of air space being a portion of a Multi-Purpose Structure, defined in Subsection 101(s) of the GARAGE AGREEMENT, the entire building being as shown on drawings entitled City of New Haven, New Haven Parking Authority, Multi-Purpose Building, Temple Street Medical Center by Simeone & Wendler Architects, Incorporated, as revised, being one of the control documents referred to and defined in Subsection 101(k) of the GARAGE AGREEMENT and listed on Exhibit B to the GARAGE AGREEMENT to which drawings by Simeone & Wendler Architects reference is herein made and the

same are incorporated herein by reference, original copies of said drawings being on file in the office of New Haven Parking Authority, in the New Haven office of Chicago Title Insurance Company and in office of Temple Street Associates in New Haven and in the law office of Clark, Hall & Peck-White Brothers, said Multi-Purpose Structure located on said Reuse Parcel A-1-c, as shown on a survey prepared by Cahn Engineers, Inc., Licensed Engineers and Surveyors, of Wallingford, Connecticut, and which survey is dated as of October 24, 1977, a copy of which is on file in the Town Clerk's Office of New Haven, Connecticut, and an additional copy, reduced in size and not to scale, is attached to the GARAGE AGREEMENT as Exhibit C and made a part hereof, and which three dimensional piece or parcel of air space is more particularly described as follows:

The Lower Level of said piece or parcel of air space being an irregular generally horizontal plane located approximately at elevation 22.25 to approximate elevation 28.25 feet, U.S. Coast & Geodetic datum, being the top of the floor slab as shown on Drawing A-2 prepared by Simeone & Wendler Architects, Incorporated, of New Haven, Connecticut, and dated May 20, 1977, reduced in size and not to scale, copy of which is attached to the GARAGE AGREEMENT as Exhibit C-2;

The Upper Level of said piece or parcel of air space being the generally horizontal plane being located approximately at elevation 70.30 feet U.S. Coast & Geodetic datum, being the top of the floor slab as shown on revised Drawing A-6 prepared by Simeone & Wendler Architects, Incorporated, dated October 14, 1977, reduced in size and not to scale, copy of which is attached to the GARAGE AGREEMENT as Exhibit C-3;

The outside perimeter of said piece of parcel of air space is the vertical surface generated by the vertical line following the outside perimeter of the outside walls of the Multi-Purpose Structure located at and being between the Lower Level of

said piece or parcel of air space being the top of the floor slab as shown on the above-mentioned Drawing A-2 prepared by Simeone & Wendler Architects, Incorporated, of New Haven, Connecticut and dated May 20, 1977, and the Upper Level of said piece or parcel of air space being the top of the floor slab as shown on revised Drawing A-6 prepared by Simeone & Wendler Architects, Incorporated, dated October 14, 1977, as referred to above.

TOGETHER WITH certain easements and rights of way and subject to certain other easements and rights as more fully set forth in a certain Warranty Deed between the Temple Street Associates, Limited Partnership as Grantor and the City of New Haven acting by and through the New Haven Parking Authority as Grantee dated December 15, 1977 and recorded in Vol. 2679 at Page 216, et seq.

SCHEDULE OF 101 COLLEGE STREET PARCEL

101 COLLEGE STREET

Beginning at a point on the north side of South Frontage Road at the intersection with the Proposed Temple Street Extension;

thence running N 53°44'36" W a distance of 363.59 feet along the north side of South Frontage Road to a point at the intersection with College Street;

thence running on a curve to the right having a delta angle of 83°07'00" a radius of 15.00 feet and an arc length of 21.76 feet to a point;

thence running N 29°21'26" E a distance of 153.50 feet along the east side of College Street to a point at the intersection with Rev. Dr. Martin Luther King Jr. Boulevard;

thence running on a curve to the right having a delta angle of 92°04'55" a radius of 15.00 feet and an arc length of 24.11 feet to a point;

thence running S 54°21'46" E a distance of 416.94 feet along the south side of Rev. Dr. Martin Luther King Jr. Boulevard to a point at the intersection with the Proposed Temple Street Extension;

thence running on a curve to the right having a delta angle of 98°28'34" a radius of 10.00 feet and an arc length of 17.19 feet to a point;

thence running on a curve to the right having a delta angle of 12°43'40" a radius of 808.78 feet and an arc length of 179.66 feet to a point along the west side of the Proposed Temple Street Extension;

thence running on a curve to the right having a delta angle of $69^{\circ}29'38''$ a radius of 1.00 feet and an arc length of 1.21 feet to the point and place of beginning;

Proposed Property Area = 76,085 S.F. (1.75 Acres)

SCHEDULE OF PARKING PERMITS TO BE MADE AVAILABLE

Gross Footage	Square	Parking Permits
	350,000	400
	375,000	427
	400,000	453
	425,000	480
	450,000	506
	475,000	533
	491,501	550
	500,000	550
	525,000	550
	550,000	550

