

27TH BOARD OF REPRESENTATIVES CITY OF STAMFORD

President
DAVID R. MARTIN
Clerk of the Board
ANNIE M. SUMMERVILLE

Majority Leader
JOHN J. BOCCUZZI
Minority Leader
ROBERT "GABE" DELUCA

RESOLUTION NO. 3192 APPROVING A LICENSE AGREEMENT BETWEEN THE CITY OF STAMFORD AND LANDMARK SQUARE 1-6, LLC FOR THE CITY'S INSTALLATION OF RADIO COMMUNICATION EQUIPMENT AT ONE LANDMARK SQUARE, STAMFORD

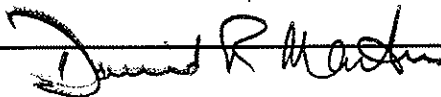
NOW THEREFORE BE IT RESOLVED BY THE 27TH BOARD OF REPRESENTATIVES THAT:

Pursuant to Section C1-50-3 of the Stamford Charter and Section 9-7 of the Stamford Code of Ordinances, the license agreement ("License") between the City of Stamford ("Licensee") and Landmark Square 1-6, LLC ("Licensor") for the City's installation of radio communication equipment at Licensor's property located at One Landmark Square, Stamford, CT in accordance with the terms and conditions set forth in the License, which is incorporated herein by reference, for a term ten years commencing on the date first above written on the License and terminating ten years therefrom, is hereby approved; and

The Mayor is hereby authorized to execute License and to execute any instrument he deems necessary or desirable in connection with the execution of such License.

This Resolution shall be effective as of the date of approval.

This resolution was approved on the Consent Agenda at the regular monthly meeting of the 27th Board of Representatives held on Monday, December 3, 2007.



David R. Martin, President



Annie M. Summerville, Clerk

cc: Mayor Dannel P. Malloy
Benjamin Barnes, Director of Operations
Thomas M. Cassone, Director of Legal Affairs
William Callion, Director of Public Safety, Health & Welfare
Sandy Dennies, Director of Administration
Donna Loglisci, City and Town Clerk
Board of Finance
Planning Board

LICENSE AGREEMENT

THIS AGREEMENT (this "Agreement") is made as of the ___ day of October 2007 between LANDMARK SQUARE 1-6, LLC, a Connecticut limited liability company having its office at c/o SL Green Realty Corp., 420 Lexington Avenue, New York, New York 10170 ("Licensor"), and The City of Stamford, a [_____] having its office at [888 Washington Boulevard, Stamford, Connecticut 06901] ("Licensee"). The parties hereto, for themselves, their heirs, legal representatives, successors and assigns as permitted by this Agreement, hereby agree as follows:

1. Licensor hereby grants to Licensee the non-exclusive privilege to use certain areas in the building known as One Landmark Square, Stamford, Connecticut, 06901 (the "Building"), such licensed premises as delineated on the rental plan annexed hereto as Exhibit A (the "Licensed Premises") for the purpose of installing, maintaining and operating, at Licensee's sole cost and expense, certain cabinets, racks, radio communication equipment and other electronic equipment to the extent specified in Exhibit B (collectively, the "Communications Equipment") and shall permit Licensee, at Licensee's sole cost and expense, to (a) drill and install, as part of the Licensed Premises, one conduit ("Licensee's Conduit") for the sole purpose of extending backup electrical power from the Building's fire pump generator to the Communications Equipment and (b) install next to Licensee's Conduit one additional parallel conduit ("Licensor's Conduit" and together with Licensee's Conduit, collectively, the "Conduits") for Licensor's exclusive use, the location of the Conduits to be designated by Licensor pursuant to the plans and specifications annexed hereto as Exhibit C. The Communications Equipment shall not exceed the floor load capacities of the Building. Licensor shall permit Licensee to have access to the Licensed Premises on reasonable prior notice between normal business hours of 8:00 a.m. and 6:00 p.m. on Mondays through Fridays, excluding holidays, except in the event of an emergency in which event access may be obtained at any time for the limited purpose of preventing damage to persons and property and restoring services which have been interrupted. Licensee shall promptly reimburse Licensor for all reasonable costs incurred by Licensor in connection with any access granted to Licensee outside of normal business hours.

2. (a) Prior to the commencement of any work in or about the Building, Licensee shall provide a specific installation diagram identifying the work to be performed as well as enumerating the path of construction. All wires and cables shall be clearly and properly labeled at each end and at all other appropriate locations and shall be described on wiring diagrams. Such diagram shall be subject to Licensor's approval. Licensee hereby agrees to abide by the Building's rules and regulations attached hereto as Exhibit D. Upon the expiration of the term, Licensor shall have the option to require Licensee to remove wiring and cabling at Licensee's sole cost and expense. In the event that Licensor requires Licensee to remove wiring and cabling and Licensee fails to do so within thirty (30) days after receipt of notice from Licensor directing such removal, the wiring and cabling shall be deemed abandoned by Licensee and may be retained by Licensor as its property or disposed of in any manner deemed appropriate by Licensor. All other personal property installed by Licensee, including the Communications Equipment, may be removed from the Licensed Premises by Licensee, provided that such removal (including the removal of cabling and wiring, if applicable) shall not cause any damage or change. Licensee

agrees to repair and restore any damage caused by such removal without cost or charge to Licensors, provided that Licensors, at its option, may elect to perform such repair and Licensee shall reimburse Licensors for the actual costs incurred by Licensors in connection therewith. Licensee shall not be permitted to perform any other alterations, changes or additions during the term without Licensors's approval. Licensee shall be responsible for payment of all personal property taxes assessed directly upon and arising from its installation of the Communications Equipment and/or the provision of telecommunications services.

(b) Licensee shall allow no liens of any kind for work contracted for or implemented by Licensee to be placed on the Building or any part thereof or the Communications Equipment to the extent that the Communications Equipment constitutes a fixture under the laws of the State in which the Building is located. If any mechanic's lien shall at any time be recorded or filed against the Building or any interest therein by any provider of work, labor or material to Licensee or to any of the Licensee's contractors or agents, Licensee shall cause the same to be discharged of record within thirty (30) days after Licensee receives notice of the recording or filing of the same, by payment, deposit or bond. Licensee shall immediately notify Licensors of the filing of any such lien or the pendency of any claims or proceedings relating to any such lien and shall indemnify and hold Licensors harmless from and against all loss, damages and expenses (including reasonable attorneys' fees and disbursements) suffered or incurred by Licensors as a result of any such lien, claim and/or proceeding.

3. The Licensed Premises shall be used by Licensee for the sole purpose of installing and maintaining the Communications Equipment and Licensee's Conduit to provide Licensee with radio communications services. Licensee hereby covenants and agrees that Licensee shall not utilize the Licensed Premises or the Communications Equipment for any other purpose. Licensee accepts the Licensed Premises "as is" and agrees that Licensors is under no obligation to perform any work, provide any material or incur any expense to prepare same for Licensee. Licensors makes no representation or warranty that the Licensed Premises are suitable for Licensee's use.

4. In addition to installing Licensors's Conduit at Licensee's sole cost and expense, Licensee agrees to pay Licensors (a) fixed rent in the annual sum of \$10.00, payable within ten (10) days after receipt by Licensee of bill therefor, and (b) additional rent consisting of all such other sums of money as shall become due from and payable by Licensee to Licensors hereunder, all to be paid to Licensors at its office, or such other place, or to such agent and at such place, as Licensors may designate by notice to Licensee, in lawful money of the United States of America.

5. (a) Licensee will not make or permit or suffer to be made any use of the Licensed Premises or any part thereof (i) which would violate any of the covenants, agreements, terms, provisions and conditions of this Agreement; (ii) which is directly or indirectly forbidden by public law, ordinance or governmental regulation; (iii) which may be dangerous to life, limb, or property; (iv) which may invalidate or increase the premium of any policy of insurance carried on Licensors's Premises or the Building or covering its operations; (v) which will suffer or permit the Licensed Premises or any part thereof to be used in any manner; or (vi) which will suffer or permit anything to be brought into or kept therein which, in Licensors's sole judgment, shall in any way impair or tend to impair the character, reputation or appearance of the Building as an office

building; and (vi) which would result in interference with any other equipment of any other third party.

(b) Licensee agrees that the Communications Equipment shall be of a type and, if applicable, a frequency which will not cause interference to any other party or with any equipment of any other party including, without limitation, Licensor, tenants, other licensees and users of the Building for telecommunications services or any other purposes (provided that any antennas or communications equipment installed by any such tenant, other licensee or user on the roof of the Building after installation of the Communications Equipment does not interfere with the proper operation of the Communications Equipment as initially installed and operated); or any tenants, or occupants, or any equipment utilized in the Building. In the event that the Communications Equipment causes or is reasonably believed by Licensor to cause any such interference, upon receipt of notice from Licensor of such interference, Licensee will take all steps necessary to correct and eliminate the interference. If the interference is not eliminated within twenty-four (24) hours of Licensee's receipt or refusal of receipt of notice thereof to Licensee then, upon request from Licensor, Licensee shall immediately cease operation of the particular piece(s) of the Communications Equipment that is or are causing the interference pending resolution of the interference, with the exception of intermittent testing upon prior notice to and with the approval of Licensor, which approval shall not be unreasonably withheld.

(c) Licensee shall indemnify Licensor and hold Licensor harmless from all expenses, costs, damages, losses, claims or other expenses and liabilities arising from any interference caused by the Communications Equipment in violation of this Agreement, except to the extent that such interference is caused by the negligence or willful misconduct of Licensor or its agents or employees. Licensee agrees to cease all operations (except for testing as approved by Licensor) until the interference has been corrected to the reasonable satisfaction of the Licensor. Licensee shall be responsible for all costs associated with any tests reasonably deemed necessary to resolve any and all interference caused by the Communications Equipment in violation of this Agreement. If such interference has not been corrected within thirty (30) days, Licensor may require Licensee to remove the specific items of the Communications Equipment causing such interference.

6. The term of this Agreement shall be for a period of ten (10) years commencing on full execution and delivery of this Agreement by the parties (the "Commencement Date"), and ending on the day preceding the day that is ten (10) years after (a) the Commencement Date, if such date is the first day of the month or (b) the first day of the first full calendar month following the Commencement Date, if such date is not the first day of a calendar month (the "Expiration Date"). Notwithstanding the foregoing, Licensor may terminate this Agreement at any time on thirty (30) days written notice to Licensee.

7. Licensee agrees to and shall, on the Expiration Date or the date of sooner termination of this Agreement, promptly surrender and deliver the Licensed Premises to Licensor, without demand therefor, in good condition, ordinary wear and tear excepted. Licensee shall be liable for all repair costs resulting from damage done to the Licensed Premises, the Building or the equipment of Licensor caused by such removal and shall promptly pay such cost to Licensor. The provisions of this Section 7 shall survive the expiration or termination of this Agreement.

8. (a) Licensee shall obtain and maintain in full force and effect during the term of this Agreement, at its own cost and expense, commercial general liability insurance, including umbrella coverage, in a combined single limit as reasonably required by Licensor from time to time, but in no event less than an aggregate of \$5,000,000.00 per occurrence, and such insurance shall be primary over any insurance carried by Licensor, protecting Licensee as named insured and the additional insureds set forth below against any and all claims for personal injury, death or property damage occurring in, upon, adjacent to, or connected with the Licensed Premises.

(b) Licensee shall, at its sole cost and expense, procure and maintain throughout the Term a property insurance policy (written on an "All Risk" basis) insuring all of Licensee's personal property located at the Building including, without limitation, the Communications Equipment for not less than the full replacement cost of said property. All proceeds of such insurance shall be used to repair or replace Licensee's property and Licensee's equipment.

(c) All such insurance required to be carried by Licensee herein shall be with an insurance company reasonably acceptable to Licensor and licensed to do business in the State in which the Building is located. Such insurance: (i) shall contain an endorsement that such policy shall remain in full force and effect notwithstanding that the insured has released its right of action against any party before the occurrence of a loss; (ii) shall name Licensor, any property manager now or hereafter managing all of any part of the Building for the Licensor (the "Property Manager") and its subsidiaries and affiliated companies as existing now or may hereafter exist and, at Licensor's request, any other party having an interest in the Building, as additional insured parties; and (iii) shall provide that the policy shall not be cancelled, fail to be renewed or materially amended without at least thirty (30) days' prior written notice to Licensor and, at Licensor's request, the Property Manager, or any other party having an interest in the Building. On or before the Commencement Date and, thereafter, not less than thirty (30) days before the expiration date of the insurance policy, a certificate of insurance shall be delivered to Licensor and, at Licensor's request, to any mortgagee. Licensor may require Licensee to maintain such other insurance as Licensor may from time to time require but not more often than once in each twelve month period and only consistent with other types of coverage then required by Licensor of new licensees providing telecommunications services. Any such insurance may be effected through a blanket policy otherwise satisfying the provisions of this Section 8, so long as such policy contains a separate allocation to the Building and Licensor approves same.

(d) Each party hereby releases the other party hereto from liability for any loss or damage to any building, structure or tangible personal property, or any resulting loss of income, or losses under worker's compensation laws and benefits, notwithstanding that such loss, damage or liability may arise out of the negligent or intentionally tortuous act or omission of the other party or its agents, if such loss or damage is covered by insurance benefiting the party suffering such loss and damage or was required to be covered by insurance pursuant to this Agreement. Each party hereto shall have a waiver of subrogation clause (providing that such waiver of right of recovery against the other party shall not impair the effectiveness of such policy or the insured's ability to recover thereunder) included in its said policies, and shall promptly notify the other in writing if such clause cannot be included in any such policy. If such waiver of subrogation clause shall not be available, then the foregoing waiver of right of recovery shall be void. The provisions of this Section shall survive the expiration or termination of this Agreement.

(e) Licensee shall promptly give Licensor written notice of any damage to the Building, the Licensed Premises or any property or equipment belonging to Licensor or any other occupant of the Building caused by Licensee, its agents, contractors or employees, and Licensee shall be responsible for payment for repairs due to any such damage to the extent caused by Licensee, its agents, contractors or employees.

9. (a) No assignment of this Agreement or sublicensing of the Licensed Premises or any part thereof or any co-locating arrangement shall be made by Licensee without Licensor's prior written consent which may be withheld for any reason whatsoever. Neither all nor any part of Licensee's interest in the Licensed Premises granted hereunder may be encumbered, assigned, or transferred, in whole or in part, either by the act of Licensee or by operation of law. In addition, Licensee may not permit any other party to occupy, co-locate, license or use all or any portion of the Licensed Premises or the Communication Equipment without the prior written consent of Licensor, which consent may be withheld for any reason whatsoever.

(b) Licensee and any subsequent assignee covenant that, notwithstanding any transfer, whether or not in violation of the provisions of this Agreement, and notwithstanding the acceptance of any sum by Licensor from an assignee, subtenant, transferee, licensee, or any other party, Licensee and any subsequent assignee shall each remain jointly and severally liable for the obligations of Licensee under this Agreement.

10. Licensor shall not be liable or responsible to Licensee (i) for any injury or damage resulting from the acts or omissions of Licensor's employees or from services provided by Licensor, or other persons occupying any part of the Building, (ii) for any failure of services provided; or (iii) for any injury or damage to person or property caused by any person (except for such loss or damage arising from the gross negligence or willful misconduct of Licensor, its agents, contractors, servants, or employees).

11. Licensee shall defend, indemnify and save harmless Licensor and Licensor's agents, contractors and employees against and from liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including, but not limited to, reasonable attorney's fees, which may be incurred by Licensor by reason of, or arising directly or indirectly from, out of, or in connection with, (a) any act or omission of Licensee, its agents, employees, contractors or invitees in or about the Licensed Premises or the Building, (b) any failure on the part of Licensee to perform or comply with any of the terms, conditions or provisions of this Agreement or (c) the operation, maintenance, or installation of the Communications Equipment and Licensor's Conduit or use or manner of use of the Licensed Premises.

12. No failure by either party to insist upon the strict performance of any term or condition of this Agreement or to exercise any right or remedy available for the other party's breach thereof, and no acceptance of full or partial payment during the continuance of any such breach, shall constitute a waiver by either party of any such breach by the other party or any such term or condition. No term or condition of this Agreement required to be performed or observed by Licensee, and no such breach thereof, shall be waived, altered, or modified, except by a written instrument executed by Licensor. No waiver by either Licensor or Licensee of any breach shall

affect or alter any term or condition of this Agreement, and each such term and condition shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

13. Licensee's rights hereunder are and shall be subject and subordinate in all respects to all ground leases and/or underlying leases and to all mortgages and building loan agreements which now or hereafter are placed on or affect such leases and/or the land and the Building of which the Licensed Premises form a part. This provision shall be self-operative and no further instrument of subordination shall be required.

14. If Licensee shall default in the performance of any covenants on Licensee's part to be performed under this Agreement, Licensor may, on ten (10) business days' notice to Licensee and provided Licensee fails to cure such default within such ten (10) business day period, without thereby waiving such default, either (i) withdraw permission to Licensee to use the Licensed Premises and re-enter and remove all persons and property therefrom, or (ii) perform the same for the account of Licensee and at the expense of Licensee. Notwithstanding the foregoing, Licensor shall not be required to provide Licensee with notice of its intention to cure Licensee's default in the event that such default has caused an emergency condition. If Licensor at any time is compelled to pay or elects to pay any sum of money, or do any act which will require the payment of any sum of money by reason of the failure of Licensee to comply with any provision hereof, or, if Licensor is compelled to or elects to incur any expense, including reasonable attorneys' fees, in instituting, prosecuting and/or defending any action or proceeding instituted by reason of any default of Licensee hereunder, the sum or sums so paid by Licensor, with all interest, costs and damages, shall be deemed to be an additional license payment hereunder and shall be due from Licensee to Licensor on the first day of the month following the incurring of such respective expenses or, at Licensor's option, on the first day of any subsequent month. Licensee's obligations under this Article shall survive the expiration or sooner termination of the term of this Agreement.

15. (a) If Licensor or a successor in interest is an individual (which term as used herein includes aggregates of individuals, such as joint ventures, general or limited partnerships or associations, limited liability partnerships or limited liability companies), such individual shall be under no personal liability with respect to any of the provisions of this Agreement, and if such individual hereto is in breach or default with respect to its obligations under this Agreement, Licensee shall look solely to the equity of such individual in the land and Building of which the Licensed Premises form a part for the satisfaction of Licensee's remedies and in no event shall Licensee attempt to secure any personal judgment against any such individual or any partner, employee or agent of Licensor by reason of such default by Licensor.

(b) The word "Licensor" as used herein means only the owner of the Licensor's interest for the time being in the land and Building (or the owners of a lease of the Building or of the land and Building of which the Licensed Premises form a part), and in the event of any sale of the Building and land of which the Licensed Premises form a part, Licensor shall be and hereby is entirely freed and relieved of all covenants and obligations of Licensor hereunder, and it shall be deemed and construed without further agreement between the parties or between the parties and

the purchaser of the Licensed Premises, that such purchaser has assumed and agreed to carry out any and all covenants and obligations of Licensor hereunder.

16. To the extent such waiver is permitted by law, Licensor and Licensee hereby waive trial by jury in any action, proceeding or counterclaim brought by Licensor or Licensee against the other on any matter whatsoever arising out of or in any way connected with this Agreement, the relationship of Licensor and Licensee, the use or occupancy of the Licensed Premises by Licensee or any person claiming through or under Licensee, any claim of injury or damage, and any emergency or other statutory remedy. The provisions of the foregoing sentence shall survive the expiration or any sooner termination of the term of this Agreement. If Licensor commences any proceeding for nonpayment, Licensee agrees not to interpose any counterclaim of whatever nature or description in any such proceedings or to consolidate such proceeding with any other proceeding.

17. This instrument embodies the entire agreement between the parties relative to the subject matter hereof, and shall not be modified, changed, or altered in any respect, except in writing.

18. Any notice under this Agreement must be in writing and must be sent postage prepaid by certified or registered mail, return receipt requested, or by overnight courier, or by personal delivery to the last address of the party to whom notice is being given, as designated by such party in writing. Notices shall be deemed given on the date received or refused. If such mail is properly addressed and mailed or personally delivered, as below, it shall be deemed notice for all purposes herein, even if undelivered:

To Licensor at: Landmark Square 1-6, LLC
One Landmark Square
Stamford, Connecticut, 06901
Attn: Director

With a copy to: SL Green Realty Corp.
420 Lexington Avenue
New York, New York 10170
Attn: Senior Vice President - Leasing Counsel

With a copy to: Greenberg Traurig, LLP
Met Life Building
200 Park Avenue
New York, New York 10166
Attn: Stephen L. Rabinowitz, Esq.

To Licensee at: The City of Stamford
888 Washington Boulevard
Stamford, Connecticut 06901
Attn: Suzanne Ryan

With a copy to:

[]

[]

[]

Attn: []

19. Licensee shall, at all times during the term of this Agreement and at Licensee's sole cost and expense, promptly comply with all present and future laws, orders and regulations of all state, federal, municipal and local governments, departments, commissions and boards, and any direction of any public officer which shall impose any violation, order or duty upon Licensor or Licensee with respect to the Licensed Premises arising out of Licensee's use or manner of use of the Licensed Premises or the Building. Licensee shall obtain, at Licensee's sole cost and expense, all permits, licenses and governmental authorizations required for the installation, operation and maintenance of the Communications Equipment and wiring related thereto.

20. If any term or provision of this Agreement shall be capable of two constructions, one of which would render the term or provision valid, such valid construction shall be deemed to be binding upon the parties and any partial invalidity shall not be deemed otherwise to modify or affect any other term or provision of this Agreement.

21. Licensor makes no representation that the utilities serving the Building are adequate for Licensee's Communications Equipment or Licensee's radio communications. Licensee shall install a submeter, at Licensee's sole cost and expense, to measure the consumption of electricity by Licensee and Licensee's Communications Equipment, and Licensee shall pay Licensor the charges for such electricity as measured by such submeter. Licensor shall allow Licensee to access and utilize the Building's fire pump generator for the sole purpose of supplying backup power to the Communications Equipment, and Licensee shall be responsible, at its sole cost and expense, for the modification (subject to Licensor's approval), repair and maintenance of such fire pump generator.

22. Licensee shall permit Licensor, and its employees, agents and representatives, at any time to enter the Licensed Premises: (a) to examine, inspect and protect the Licensed Premises and the Building, (b) to make such alterations and repairs or perform such maintenance which in the sole judgment of Licensor may be deemed necessary or desirable, provided, however, that such alterations shall not unreasonably interfere with Licensee's use of the Licensed Premises (c) to exhibit the same to prospective purchasers of the Building or to present or future mortgagees, (d) to exhibit the same to prospective tenants, licensees, occupants or users of the Building and (e) for any other reasonable purpose.

23. Licensor and Licensee each represent to the other that they have dealt with no broker, finder, site-selection representative or similar party (any such party constituting a "Broker") in connection with this transaction or with respect to this Agreement. Each party hereby indemnifies and holds the other party harmless from any claim for brokerage commission or other compensation made by any party, including any Broker, claiming to have procured Licensee or to have acted for or on behalf of a party to this transaction or with respect to this Agreement. The provisions of this Section 23 shall survive the expiration or termination of this Agreement.

24. (a) Licensee shall not use any trademark, trade name, trade dress or any name, picture or logo which is commonly identified with Licensor or any of its affiliates without the express written consent of Licensor in each instance, and no such use by Licensee, whether or not permitted hereunder, shall be construed to grant to Licensee any rights in or to any such trademark, trade name, trade dress or any such name, picture or logo.

(b) Licensee shall not engage in any advertising or communication involving physical occupation of any part of the Building outside the Licensed Premises, nor shall Licensee distribute, install or post any materials in the Building, except with the prior knowledge and express written consent of Licensor, which may be withheld in Licensor's sole discretion.

25. Licensee shall not install any Hazardous Substances (as hereinafter defined) in the Building. In the event that any Hazardous Substances are installed or brought into the Building by or on behalf of Licensee, Licensee shall cause the removal of same within twenty-four (24) hours of Licensor's demand and shall indemnify and hold Licensor and Licensor's agents and employees harmless from any claim, loss, cost, damage, or expense resulting from such Hazardous Substances or from Licensor's removal thereof. For purposes of this Section 25, the term "Hazardous Substances" shall mean any substance, whether solid, liquid or gaseous that is listed, defined or regulated as a "hazardous substance", "hazardous waste" or "solid waste", or is otherwise classified as hazardous or toxic, in or pursuant to any Environmental Law, including asbestos-containing materials, radon, any polychlorinated biphenyl, explosive or radioactive material, or motor fuel or other petroleum hydrocarbons.

26. Whenever a period of time is herein prescribed for the taking of any action by Licensor or Licensee, Licensor or Licensee shall not be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to strikes, riots, acts of God, shortages of labor materials (not caused by the party seeking the benefit of this Section), war, governmental laws, regulations or restrictions, or any other cause whatsoever beyond the control of Licensor or Licensee. The provisions of this Section shall not apply to the payment of fees or the payments of other monies to be paid by Licensor or Licensee under this Agreement.

27. Licensor and Licensee acknowledge and agree that the relationship between them is solely that of independent contractors, and nothing herein shall be construed to constitute the parties as employer/employee, partners, joint venturers, co-owners, or otherwise as participants in a joint or common undertaking. Neither party, nor its employees, agents, or representatives, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other. Licensee hereby accepts and assumes full and exclusive liability for, and shall hold Licensor harmless from, the payment of all taxes, monies and other expenses arising from the conduct of Licensee's business in the building and/or arising from the license and other rights granted to Licensee in this Agreement, including without limitation, contributions required under federal law providing for state and federal payroll taxes or contributions for unemployment insurance or old age pensions, or annuities which are measured by wages, salaries, or other remuneration paid by to Licensee or by Licensee to its employees for any and all activities in connection with this Agreement.

28. This Agreement creates a license only, and Licensee acknowledges that Licensee does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the Building or the Licensed Premises by virtue of this license or Licensee's use of the Licensed Premises pursuant hereto. In connection with the foregoing, Licensee further acknowledges that in no event shall the relationship between Licensor and Licensee be deemed a so-called landlord-tenant relationship and that in no event shall Licensee be entitled to avail itself of any rights afforded to tenants under the laws of the state in which the Building is located.

29. The construction, interpretation and performance of this Agreement shall be in accordance with the laws of the State of Connecticut.

[remainder of page intentional left blank]

IN WITNESS WHEREOF, Licensor and Licensee have caused these presents to be duly executed as of the date first written above.

LICENSOR

LANDMARK SQUARE 1-6, LLC

By: _____
Name:
Title:

LICENSEE

THE CITY OF STAMFORD

By: _____
Name:
Title:

Exhibit A

Licensed Premises

(see attached)

Exhibit B

Communications Equipment

Exhibit C

Plans and Specifications

(see attached)

Exhibit D

Rules and Regulations

INSTRUCTIONS TO MOVING CONTRACTORS

1. The directions of the Landlord and/or his managing agent will be followed at all times.
2. No furniture and/or building materials will be moved in or out of the building from 7:00 a.m. to 6:00 p.m., Monday through Friday, unless approved by the Landlord and/or his managing agent.
3. The moving contractor must submit, not later than two weeks prior to the move, a written schedule which indicates the date and time the move will commence and also the same for the completion of the move.
4. All routes over finished floors will be protected with masonite, plywood or similar material runway, which is to be picked up at the close of work each day.
5. Appropriate warning signs are to be posted in all public corridors and lobbies used.
6. Temporary staging of furniture and equipment in public areas is not permitted.
7. All areas traveled are to be broom cleaned at the close of each day. Elevators are to be swept and debris carried from the car, NOT swept across the door opening.
8. Workmen should use the toilet facilities provided by the Landlord or Managing Agent.
9. The load limit of 3,000 pounds in the passenger elevator is NOT to be exceeded.
10. Generally only two (2) trailers will be allowed at the Loading Dock. Arrangements to accommodate more than two (2) must be made in advance with the Property Management Office.
11. Only rubber wheeled dollies and carts, in good operating condition, may be used. Excess oil and grease must be removed from wheels to prevent staining flooring.
12. Reasonable care must be taken at all times to avoid any personal injury or property damage.
13. All packing and crating materials must be removed at the end of each day, and NOT be left to accumulate over night (fire hazard).
14. The moving contractor must utilize labor that will work in harmony with other labor in the building. In addition, Landlord's office should receive not later than two weeks prior to move, insurance certificates evidencing the following minimum coverages:

(i) Insurance carrier must have a Best's rating of A VIII or better.

(ii) Certificates of insurance must be provided prior to the commencement of any work performed.

(iii) Type of insurance:

A. Commercial General Liability:

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal & Advertising Injury, per occurrence	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Liability	\$ 50,000
Medical Expense	\$ 5,000
Broad Form Property Damage	Included
Explosion, Collapse & Underground Hazard	Included

B. Automobile Liability:

Bodily Injury/Property Damage Liability	
Each Occurrence (Combined Single Limit)	\$1,000,000

C. Excess or Umbrella Liability:

Each Occurrence	\$5,000,000 (Coverage to be at least on a "follow form" basis)
-----------------	--

D. Worker's Compensation & Employer's Liability:

Per statutory requirements of the state in which work is to be provided or performed.

E. Connecticut State Short Term Disability:

Per statutory requirements of the state in which work is to be provided or performed.

All certificates are to stipulate that ten (10) days prior notice of cancellation will be given to the Tenant and to:

LANDMARK SQUARE I-6 LLC
c/o SL Green Realty Corp.
420 Lexington Avenue
New York, New York 10170

INSTRUCTIONS TO TENANT'S CONTRACTORS

1. It shall be Tenant's contractor's responsibility to schedule the performance of his work and notify the Landlord's Property Manager of his proposed schedule, so that the contractor's elevator usage for material deliveries and rubbish removal may be coordinated with the over-all project (reserved) hoisting usage.

Elevator use for construction and moves may only occur during the hours of 6:00 P.M. through 7:00 A.M. on business days and only with prior notice and approval of the Landlord. Elevator use on non-business days may occur at any time and again only with prior notice and approval of the Landlord. Tenant is responsible for all building standard charge normally associated with such use.

2. The Tenant's contractor shall notify Landlord's Property Manager at least four (4) weeks prior to his proposed starting date to perform Tenant's Work and at that time will discuss the arrangements and requirements of his schedule. The following items will be discussed to determine the scheduled reservation time:

- a. Material delivery, schedule - dates - times
- b. Number of vehicles
- c. Elevator Service and hoist reservation time
- d. Docking arrangements and reservation time
- e. Insurance requirements
- f. Names and telephone numbers of contact and coordinator
- g. General instructions - rules and regulations

3. The Tenant's contractor shall confirm his schedule with the Landlord's Property Manager, not less than 48 hours in advance of his pre-scheduled material deliveries. It shall be Tenant's contractor's sole responsibility to confirm his reservation times, and in the event that the confirmation is not verified and re-executed it shall be deemed that his reservations are to be voided (cancelled) and allocated to others. He shall then be required to re-schedule both his deliveries and his reservations through the Landlord's Property Manager. In all fairness to the other Tenants going into the building, if Tenant's contractor fails to meet or confirm the date, his contractor will have to wait until there is free time in the material delivery and hoisting schedule before they will be allowed to perform Tenant's Work. Landlord's Property Manager will make every effort to accommodate the Tenant's contractor as early as possible, but it is very likely that to re-schedule would effect a serious time delay; you can clearly see, then, that it is extremely important to confirm the schedule not less than 48 hours in advance, and if possible, preferably three to five days ahead of time.

4. Tenant and its contractors shall remain responsible for the scheduling and transportation of material and equipment used in the performance of Tenant's Work and for the removal from the Building of waste and debris resulting from the performance of Tenant's Work, and Landlord shall not be responsible for coordination of the work of Tenant's contractors with the work of Landlord's contractors. However, Landlord and Tenant shall cooperate in their

respective performances of Landlord's and Tenant's Work in order to enable the same to be properly coordinated. Tenant shall not be under any obligation to employ any of Landlord's contractors or to pay any charge to any of them by reason of Tenant's having other contractors or purchasing any materials or labor or employing any labor from other sources. Tenant and its contractors shall not be under any obligation to pay for water, electricity, heat, ventilation or cooling provided in the Premises during the performance of any of Tenant's Work during normal working hours of the Building construction project.

5. Temporary staging of materials and equipment in public areas is not permitted.

6. Should large equipment or materials need to be transported via dollies and/or carts, then the contractor transporting such equipment or materials shall protect all routes over finished floors with a minimum of 3/8" plywood runway, which will be picked up at the close of work each day.

7. All areas traveled are to be broom cleaned at the close of each day. Elevators are to be swept and debris carried from the car, NOT swept across the door opening.

8. Workmen should use the toilet facilities provided by the general contractor.

9. The hoisting load limit of 3,000 pounds in passenger elevator is NOT to be exceeded.

10. All packing and crating materials must be removed at the end of each day, and not be left to accumulate over night (fire hazard).

11. The Tenant's contractor must utilize labor that will work in harmony with other labor in the Building. In addition, Landlord's Property Manager should receive not later than two weeks prior to contractor's performance of Tenant's Work, insurance certificates evidencing the following minimum coverages:

(i) Insurance carrier must have a Best's rating of A VIII or better.

(ii) Certificates of insurance must be provided prior to the commencement of any work performed.

(iii) Type of insurance:

A. Commercial General Liability:

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal & Advertising Injury, per occurrence	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Liability	\$ 50,000
Medical Expense	\$ 5,000
Broad Form Property Damage	Included
Explosion, Collapse & Underground Hazard	Included

B. Automobile Liability:

Bodily Injury/Property Damage Liability
Each Occurrence (Combined Single Limit) \$1,000,000

C. Excess or Umbrella Liability:

Each Occurrence \$5,000,000 (Coverage to be at
least on a "follow form" basis)

D. Worker's Compensation & Employer's Liability:

Per statutory requirements of the state in which work is to be provided or
performed.

E. Connecticut State Short Term Disability:

Per statutory requirements of the state in which work is to be provided or
performed.

All certificates are to stipulate that ten (10) days prior notice of cancellation will be given to the
Tenant and to:

LANDMARK SQUARE 1-6 LLC
c/o SL Green Realty Corp.
420 Lexington Avenue
New York, New York 10170