

AGREEMENT

This Agreement is made and entered into as of this 17th day of June 2014, by and between the Connecticut Housing Finance Authority ("CHFA"), a body politic and corporate constituting a public instrumentality and political subdivision of the State of Connecticut and having its office at 999 West Street, Rocky Hill, Connecticut 06067 and North Walke Housing Corporation, which is the nonprofit community development housing corporation of the Norwalk Redevelopment Agency, having its offices at 125 East Avenue, Norwalk, Connecticut, 06851 ("Contractor").

In consideration of the mutual covenants, promises and representations contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CHFA and Contractor hereby agree as follows:

ARTICLE 1 - Scope of Services.

Contractor shall perform services as described in Exhibit A attached hereto (the "Services").

ARTICLE 2 - Compensation.

A. CHFA will pay Contractor a total of \$600,000 in accordance with the following schedule:

- \$300,000 upon execution of this Agreement.
- \$300,000 upon approval by CHFA of the construction budget for the property acquired under this program.

B. Contractor shall submit all requests for payment in writing.

ARTICLE 3 - Term.

The term of this Agreement shall commence on June 18, 2014 and continue for up to three years through June 17, 2017 unless: (i) the parties mutually agree in writing to an extension thereof; or (ii) this Agreement is terminated in accordance with the terms and provisions hereof.

ARTICLE 4 - Reports.

Contractor will provide CHFA quarterly reports on its administration of the Services in such form as required by CHFA for the length of this Agreement.

ARTICLE 5 - Termination.

CHFA may terminate this Agreement upon 30 days written notice, provided, however, that CHFA may terminate this Agreement at any time for non performance as determined by CHFA.

ARTICLE 6 - Warranties and Representations.

Contractor warrants and represents that Contractor is authorized to do business in the state of Connecticut and maintains all licenses, permits and approvals required for the operation of its business and performance of the Services. Contractor warrants and represents it is in compliance with statutory provisions described in

Exhibit B attached hereto and made a part hereof and will remain in compliance during the term of this Agreement.

ARTICLE 7 - Assignment and Subcontracting.

This Agreement shall not be assigned or pledged nor shall the duties therein be subcontracted for by Contractor. Contractor may engage consultants as they consider appropriate for Contractor to accomplish the scope of services.

ARTICLE 8 - Applicable Law.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Connecticut.

ARTICLE 9 - Notices.

All notices, requests, demands and other communications hereunder shall be deemed to have been duly given if delivered or mailed via certified first class mail return receipt requested postage prepaid, or overnight express mail service to the addresses on page 1 hereof.

ARTICLE 10 - Entire Agreement.

This Agreement constitutes the entire Agreement between the parties hereto and concerning the subject matter hereof and supersedes any previous agreements, written or oral, between the parties hereto and concerning the subject matter hereof. This Agreement may be modified only by a writing signed by the parties hereto that specifically refers to this Agreement.

ARTICLE 11 - Benefit and Burden.

This Agreement shall not inure to the benefit of and shall not be binding upon the heirs, personal representatives, successors and assigns of the parties hereto. The provisions of this Agreement are solely for the benefit of the parties hereto and not for the benefit of any other person or entity.

ARTICLE 12 - Severability.

If any part, term or provision of this Agreement is held by any court to be invalid, illegal or in conflict with any applicable law, the validity of the remaining portions of this Agreement shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid, illegal or in conflict with any applicable law.

ARTICLE 13 - No Waiver.

Failure to enforce any provision of this Agreement or to require at any time performance of any provision hereof shall not be construed to be a waiver of such provision, or to affect the validity of this Agreement or the right of any party to enforce each and every provision in accordance with the terms hereof.

ARTICLE 14 - Usage.

Whenever nouns or pronouns are used in this Agreement, the singular shall mean the plural, the plural shall mean the singular and the use of any gender shall mean all genders or any other gender, as the context may require.

ARTICLE 15 - Captions.

The captions contained in this Agreement have been inserted for convenience only and shall not affect or be effective to interpret, change or restrict the terms or provisions of this Agreement.

ARTICLE 16 - Status of Contractor.

Contractor acknowledges and agrees that Contractor is acting as an independent contractor in performing Services for CHFA hereunder and that Contractor shall perform such Services in its own manner and method subject to the terms of this Agreement. Nothing in this Agreement shall be construed or interpreted as creating a partnership, a joint venture, an agency, a master-servant relationship or any employer-employee relationship between CHFA and Contractor. Contractor is expressly forbidden from transacting any business in the name of or on account of CHFA, and Contractor has no power or authority to assume or create any obligation or responsibility for or on behalf of CHFA in any manner whatsoever.

ARTICLE 17 - Time is of the Essence.

Time is of the essence.

ARTICLE 18 - Indemnity.

Contractor agrees (which agreement shall survive the expiration or termination of this Agreement) to defend, indemnify and hold CHFA harmless from and against any and all loss, liability, damage, costs, causes of action, claims and expenses, including litigation expenses and attorney's fees (individually and collectively, "Claims") for injury (including death to persons and physical damage to property) resulting from the acts or omissions of the Contractor, its consultants, agents, subcontractors or employees. Contractor also agrees (which agreement shall survive the expiration or termination of this Agreement) to defend, indemnify and hold CHFA harmless from and against any and all Claims arising out of a breach of any of the agreements set forth in this Agreement by Contractor in connection with the Services.

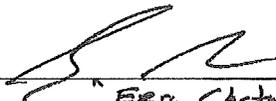
ARTICLE 19 - Miscellaneous.

- A. CHFA will be noted and recognized as a funding source in any public relations or press materials related to the construction and/or completion of the properties benefiting from the funds.
- B. Contractor shall notify CHFA immediately whenever work under this Agreement conflicts with or appears to conflict with Contractor's obligation(s) to another person or organization and shall provide sufficient details for CHFA's evaluation. Contractor shall not proceed with performance of the Services until written notification to do so is given by CHFA.

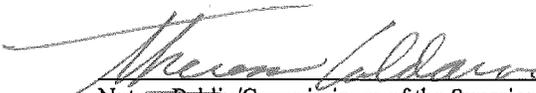
IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first written above.

The undersigned officer of CHFA hereby certifies and swears as true to his/her best knowledge and belief subject to the penalties of false statement that he/she is authorized to execute this agreement and that the selection of the most qualified or highest ranked person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

Connecticut Housing Finance Authority
CHFA

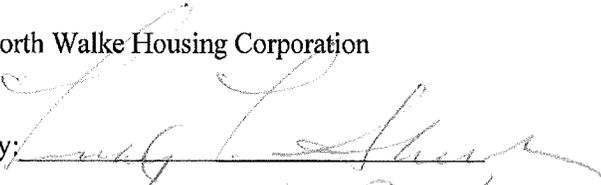
✓ By: 
Eric Chetman
Its: President-Executive Director

Sworn and subscribed before me on this 17th day of June, 2014.


Notary Public/Commissioner of the Superior Court

Signed under notice of penalty for false statement, Connecticut General Statutes Section 53a-157b.

North Walke Housing Corporation

By: 
Its: Executive Director
duly authorized

Sworn and subscribed before me on this 2ND day of JUNE, 2014.


Notary Public/Commissioner of the Superior Court
JOHN S. SLOVAK, Notary Public
MY COMMISSION EXPIRES 2/28/19