

## INDENTURE OF LEASE

THIS INDENTURE OF LEASE made as of the \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the **TOWN OF STONINGTON**, having a mailing address of 152 Elm Street, Stonington, Connecticut (hereinafter referred to as the “**Landlord**”), and the tenant named in Section 1.1(a) below (hereinafter referred to as the “**Tenant**”).

### W I T N E S S E T H :

#### ARTICLE I Basic Data

Section 1.1. The following sets forth basic data hereinafter referred to in this Lease, and, where appropriate, constitute definitions of the terms hereinafter listed.

- (a) The Tenant: St. Michael’s Church Pawcatuck Connecticut
- (b) Tenant’s Federal Identification No.: xx-xxx1472
- (c) Present Mailing Address of the Tenant: 60 Liberty Street, Pawcatuck, CT 06379
- (d) The Tenant’s Trade Name: N/A
- (e) Demised Premises: 131 West Broad Street, Pawcatuck, Connecticut
- (f) Commencement Date: (1<sup>st</sup> month post-approval) 1, 2022
- (g) Lease Term: Commencing on the Commencement Date expiring on (TBD 30/31, 2037) (the “**Expiration Date**”).
- (h) Rent Commencement Date: (1<sup>st</sup> month post-approval) 1, 2022
- (i) Lease Renewal Term: One (1) additional ten (10) year term, if mutually agreed to by the Parties.
- (j) Base Rent Payment: \$300 per month
- (k) Use: Elementary and Middle School (including Pre-Kindergarten)

ARTICLE II  
Demised Premises

Section 2.1. The Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord, upon and subject to the terms and provisions of this Lease, the Demised Premises as more specifically described in Exhibit A annexed hereto and made a part hereof.

ARTICLE III  
Term of Lease

Section 3.1. TO HAVE AND TO HOLD the Demised Premises unto the Tenant for the Lease Term specified in Section 1.1(g) hereof unless sooner terminated as provided herein.

Section 3.2. The Lease Term hereof shall commence on the Commencement Date.

Section 3.3. From the Commencement Date through the Rent Commencement Date the Tenant shall be permitted to occupy the Demised Premises only to clean the facility and install trade fixtures, signs and other equipment.

Section 3.4. From the Rent Commencement Date through to the Expiration Date the Tenant shall use the Demised Premises for the uses herein permitted.

Section 3.5. If mutually agreed to by the Parties in writing, the Term of this Lease may be extended for an additional ten (10) year Term beyond the Expiration Date, under all of the same terms and conditions set forth herein. Said mutual agreement on the extension shall occur no less than ninety (90) days before the Expiration Date.

Section 3.6. The Tenant has had the opportunity to inspect and accepts the Demised Premises in its As Is condition without any obligation on Landlord's part to perform any work with respect thereto. Notwithstanding, the Landlord will make a reasonable attempt to remove old carpeting from the Demised Premises, if said removal is possible. Moreover, the Landlord shall share any prior inspection reports in its possession with the Tenant for the Tenant's informational purposes.

ARTICLE IV  
Rent

Section 4.1. Commencing on the Rent Commencement Date and continuing on the first (1<sup>st</sup>) day of each month of the Lease Term, the Tenant covenants and agrees to pay without notice, demand or offset to the Landlord, at the Landlord's main office in Stonington, Connecticut, or at such place as the Landlord shall from time to time designate in writing, the monthly installment of rent due for the Demised Premises of THREE HUNDRED AND NO/100 Dollars (\$300.00), and

proportionately for any partial month, which rent shall be paid monthly, in advance, on the first (1<sup>st</sup>) day of each and every calendar month during the term hereof, the first such payment to be made on the Rent Commencement Date. For and with respect to each installment of minimum rent that is not paid within 10 days when due, the Tenant shall pay to the Landlord on demand, as additional rent, a late charge in an amount equal to five percent (5%) of the amount of the overdue payment for the purpose of defraying Landlord's administrative expenses relative to handling such overdue payment.

Section 4.2. As a security deposit, Tenant will deposit with the Landlord upon the execution of this Lease Agreement, the sum of \$300.00, to be retained by the Landlord as assurance that the Tenant will duly perform all of its obligations hereunder, to be returned by the Landlord to the Tenant within thirty (30) days after the termination of this Lease Agreement, without interest, if the Tenant has fully complied with all of its terms, conditions, and provisions. Landlord may, at its discretion, choose to pay or apply said deposit, or any part thereof, to fully or partially satisfy any obligation of the Tenant to the Landlord, and the Tenant shall, within ten (10) days after notice thereof, pay to the Landlord such sum or sums that the security deposit shall, at all times, equal the sum of \$300.00.

## ARTICLE V Utilities

Section 5.1. The Tenant shall pay for all utilities servicing the Demised Premises, including, but not limited to, gas, water, electricity, sewer charges, and the like, consumed on the Demised Premises from the Commencement Date forward.

## ARTICLE VI Use of Premises

Section 6.1. It is understood, and the Tenant so agrees, that the Demised Premises during the term of this Lease shall be used and occupied by the Tenant only for the purposes specified as the use thereof in Section 1.1(k) of this Lease, and for no other purpose or purposes.

Section 6.2. The Tenant further agrees that it shall not perform any act or carry on any practice which may injure the Demised Premises, or cause any offensive odor or vibes or loud noise, or constitute a nuisance or menace to other persons, and in no event shall any noises, vibes or odors be emitted from the Demised Premises that are not common and incidental to an elementary and middle school use.

Section 6.3. Notwithstanding any other provisions of this Lease, the Tenant covenants and agrees that it will not assign this Lease or sublet (which term, without limitation, shall include the granting of concessions, licenses, and the like) the whole or any part of the Demised Premised without in each instance having first received the express written consent of the Landlord, which consent may be withheld at the sole discretion of the Landlord.

Section 6.4. Notwithstanding any other provisions of this Lease to the contrary, Tenant shall permit public use of and access to the playground on the Demised Premises during non-school hours, provided that the Landlord (a) executes a hold harmless/indemnification agreement in favor of the Tenant for the public's use of the playground, and (b) lists the Tenant as an additional insured on the Landlord's insurance policies which cover the Demised Premises.

## ARTICLE VII Maintenance of Premises, Etc.

Section 7.1. General Maintenance and Repairs. Tenant agrees that from and after the Commencement Date and continuously thereafter until the end of the term hereof, it will keep neat and clean and maintain in good order, condition and repair, the Demised Premises and every part thereof exclusively serving the Demised Premises. Tenant shall be responsible for general maintenance and repairs of the Demised Premises including, but not limited to, janitorial services, painting, maintenance of all electrical systems, maintenance of all above-ground plumbing, driveway and parking areas, landscaping, heating and cooling systems, and any other repairs as are necessary or reasonably appropriate in the normal course of maintaining and occupying the Demised Premises as an elementary school. Additionally, the Tenant shall be responsible for the orderly maintenance and care of all grounds of the Demised Premises, including any playgrounds, and further including all garbage and recycling pickups and all snow and ice removal from driveways, parking areas and sidewalks servicing the Demised Premises. The Tenant shall not permit or commit any waste.

Section 7.2. General Conditions. The Tenant shall not make any alterations, permanent improvements and/or additions to the Demised Premises without first obtaining, in each instance, the written consent of the Landlord and in any event any such alterations by the Tenant shall be made in accordance with all applicable laws and in a good and first-class, workmanlike manner. Any and all alterations, additions, improvements and fixtures which may be made or installed by either the Landlord or the Tenant upon the Demised Premises shall be surrendered with the Demised Premises as a part thereof without disturbance, molestation or injury. However, the usual trade fixtures and furniture which may be installed in the Demised Premises prior to or during the term hereof at the cost of the Tenant may be removed by the Tenant from the Demised Premises upon the termination of this Lease. Further, the Tenant covenants and agrees, at its own cost and expense, to repair any and all damage to the Demised Premises resulting from or caused by such removal.

Section 7.3. Capital Repairs. The Parties agree that the Tenant shall be responsible for any capital repairs to the primary structure of the Demised Premises, including repairs to the roof, walls, heating systems, fire suppression systems, below ground water systems, sewer systems, and windows, provided that said capital repairs are not the result of any actions or inactions by the

Landlord which resulted in the need for said capital repairs to the Demised Premises.

The Tenant agrees to notify the Landlord of any planned capital repairs to be made to the Demised Premises.

Notwithstanding any provision of this Lease to the contrary, it is expressly agreed to by the Parties that the Tenant shall not be required to expend more than Twenty-five Thousand Dollars (\$25,000.00) cumulatively on capital repairs to the Demised Premises in any one fiscal year (July 1 to June 30). If the Tenant voluntarily agrees to expend more than Twenty-five Thousand Dollars (\$25,000.00) on capital repairs in any given fiscal year, and the Landlord gives its permission for the Tenant to do so, then such excess amount shall be credited to the following year's (years') rental payments until the credit is fully applied. If the carryover extends beyond the lease renewal period and the Tenant does not renew this Agreement, then the Tenant waives the right to recover any unamortized carryover amount. In the event that the Landlord does not renew this Agreement, then the Landlord shall repay to the Tenant any unamortized carryover amount. Said repayment by the Landlord shall be in equal annual installments over no more than five (5) years; provided, however, Landlord shall have the right to pay off any amount sooner.

In the event that the Demised Premises incurs a catastrophic capital impairment, defined as any event requiring the Tenant to expend greater than \$25,000 to remedy, Landlord agrees to work in good faith with the Tenant to come up with a mutually agreed upon plan to address said repairs over time.

## ARTICLE VIII

### Indemnity and Commercial/General Liability Insurance

Section 8.1. To the fullest extent permitted by law, the Tenant shall indemnify, defend, and save harmless the Landlord, from and against all claims, suits, and judgments of whatever nature arising from and alleged to arise from any act, omission or negligence of the Tenant, or the Tenant's contractors, licensees, agents, servants, invitees or employees, and arising from or alleged to arise from any accident, injury or damage whatsoever caused to any person, or to the property of any person, or from any violation of applicable law including, without limitation, any law, regulation or ordinance concerning trash, hazardous materials or other pollutant occurring from and after the date that possession of the Demised Premises is delivered to the Tenant and until the end of the term hereof, in or about the Tenant's Demised Premises, or arising from any accident, injury or damage occurring outside of the Demised Premises but within the Leased Premises, where such accident, damage or injury results or is claimed to have resulted from an act or omission on the part of the Tenant or the Tenant's agents or employees. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof and shall

not be limited by insurance. This provision shall survive termination of this agreement.

Section 8.2. In addition to the insurance required to be maintained by the Tenant, the Tenant agrees to maintain in full force during the term hereof a policy of commercial general liability insurance (or the then successor equivalent from time to time), without any so-called employee exclusion or the like; or otherwise in the broadest and most comprehensive form then generally available from time to time, under which the Landlord (and such other persons as are in privity of estate with the Landlord as may be set out in notice from time to time) is named additional insured on a primary and non-contributory basis and the Tenant is named primary insured, and under which the insurer agrees to indemnify and hold the Landlord and those in privity of estate with the Landlord harmless from and against all cost, expense and/or liability arising out of, alleged to arise out of or based upon any and all claims, accidents, injuries, and damages. Each such policy shall be written by a reputable and financially sound, duly licensed and admitted insurance company with an A-/VIII financial rating and non-cancelable with respect to the Landlord and the Landlord's said designees without thirty (30) days prior written notice to the Landlord, and a duplicate original or certificate thereof shall be delivered to the Landlord. Upon receipt of the policy, Tenant will provide the Landlord with a copy of the Additional Named Insured Endorsement evidencing such status for Landlord and others so required. The minimum limits of liability of such insurance shall be \$1,000,000 per occurrence / \$3,000,000 aggregate / \$5,000,000 excess. Property insurance for personal property and contents owned by tenant is also required.

Section 8.3. The Tenant agrees to use and occupy the Demised Premises at its own risk; and that the Landlord shall have no responsibility or liability for any loss of or damage to the Tenant's leasehold improvements or to fixtures or other personal property of the Tenant or those claiming by, through or under the Tenant.

## ARTICLE IX

### Landlord's Access to Premises

Section 9.1. The Landlord and its designees shall have the right to enter upon the Demised Premises at all reasonable hours for the purpose of inspecting or making emergency repairs to the same or exhibiting the same to prospective purchasers, developers, tenants and lenders. The Landlord shall attempt to notify the Tenant as soon as possible of any scheduled inspections and shall make every effort to schedule non-emergency inspections during non-school hours. In the event that a non-emergency inspection must be done during school hours, said inspection shall only be done after receiving express permission from the Tenant and provided that all rules that the Tenant may have for being in an elementary and middle school during school hours are abided by. If repairs are required to be made by the Tenant pursuant to the terms hereof or if the Tenant is required to perform any other obligation under this Lease, the Landlord may demand that the Tenant make such repairs or perform such obligation forthwith, and if the Tenant refuses or neglects to commence such repairs or performance and complete the same with reasonable dispatch, after such demand, the Landlord may (but shall not be required so to) make or cause such

repairs or performance to be done and shall not be responsible to the Tenant for any loss or damage that may occur to its stock or business by reason thereof. If the Landlord makes or causes such repairs or performance to be done, or endeavors so to do, the Tenant agrees that it will forthwith, on demand, pay to the Landlord the cost thus incurred, and if the Tenant shall default in such payment, the Landlord shall have the remedies provided in ARTICLE XII hereof.

## ARTICLE X

### Eminent Domain and Damage or Destruction

Section 10.1. If the Demised Premises, or such portion thereof as to render the balance (when reconstructed) unsuitable for the purposes of the Tenant in the reasonable opinion of the Landlord, shall be taken by condemnation or right of eminent domain, either party, upon written notice to the other, shall be entitled to terminate this Lease, provided that such notice is given not later than thirty (30) days after the Tenant has been deprived of possession. For the purposes of this ARTICLE, any deed or any transfer of title in lieu of any such taking shall be treated as such a taking. Should any part of the Demised Premises be so taken or condemned, and should this Lease not be terminated in accordance with the foregoing provision, the Landlord covenants and agrees within a reasonable time after such taking or condemnation, and the determination of the Landlord's award therein, to expend so much as may be necessary of the net amount which may be awarded to the Landlord in such condemnation proceedings in restoring the Demised Premises to an architectural unit as nearly like their condition prior to such taking as shall be practicable. Should the net amount so awarded to the Landlord be insufficient to cover the cost of restoring the Demised Premises, as estimated by the Landlord's architect, the Landlord may, but shall not be obligated to, supply the amount of such insufficiency and restore said premises as above provided, with all reasonable diligence, or terminate this Lease. Where the Tenant has not already exercised any right of termination accorded to it under the foregoing portion of this paragraph, the Landlord shall notify the Tenant of the Landlord's election not later than ninety (90) days after the final determination of the amount of the award. Further, if so much of the Leased Premises shall be so taken that continued operation of the Leased Premises would be uneconomical in the Landlord's judgment or prohibited by zoning or other applicable law, the Landlord shall have the right to terminate this Lease by giving notice to the Tenant of the Landlord's desire so to do not later than thirty (30) days after the effective date of such taking.

Section 10.2. Out of any award for any taking of the Demised Premises (including, without limitation, any taking of the Tenant's leasehold interest as aforesaid), in condemnation proceedings or by right of eminent domain, the Landlord shall be entitled to receive and retain the amounts awarded for such Demised Premises and for the Landlord's business loss. The Tenant shall be entitled to receive and retain only such amounts as may be specifically awarded to it in any such condemnation proceedings, because of the taking of its trade fixtures or furniture and its leasehold improvements to the extent the Landlord's award is not thereby reduced and the Tenant is not otherwise reimbursed for the same by the Landlord.

Section 10.3. In the event of any such taking of the Demised Premises, the minimum rent, or a fair and just proportion thereof, according to the nature and extent of the damage sustained, shall be suspended or abated.

## ARTICLE XI Bankruptcy or Insolvency

Section 11.1. If the Tenant shall become a debtor under the United States Bankruptcy Code, (The "Bankruptcy Code"), then, to the extent that the Bankruptcy Code may be applicable or affect the provisions of this Lease, the following provisions shall also be applicable. If the trustee or debtor-in-possession shall fail to elect to assume this Lease within sixty (60) days after the commencement of a case under the Bankruptcy Code, this Lease shall be deemed to have been rejected; and the Landlord shall be thereafter immediately entitled to possession of the Demised Premises and this Lease shall be terminated subject to and in accordance with the provisions of this Lease and of law (including such provisions for damages). No election to assume (and, if applicable to assign) this Lease by the trustee or debtor-in-possession shall be permitted or effective unless: (i) all defaults shall have been cured and the Landlord shall have been provided with adequate assurances reasonably satisfactory to the Landlord, including (a) any reasonably required guaranties and/or security deposits, and (b) any other reasonably required assurances that there will continue to be sufficient funds and personnel available to professionally merchandise, stock, promote, staff and operate the Demised Premises in strict compliance with all provisions of this Lease; and (ii) neither such assumption nor the operation of the Demised Premises subsequent thereto shall, in the Landlord's reasonable judgment, cause or result in any breach or other violation of any provision of this or any applicable Lease, mortgage or other contract, or disrupt the tenant mix of the Leased Premises; and (iii) the assumption and, if applicable, the assignment of this Lease satisfies in full the provisions of the Bankruptcy Code; and (iv) the assumption has been ratified and approved by order of such court or courts as have final jurisdiction over the Bankruptcy Code and the case. No assignment of this Lease by the trustee or debtor-in-possession shall be permitted or effective unless the proposed assignee likewise shall have satisfied (i), (ii), (iii) and (iv) of the preceding sentence regarding such assignment. When pursuant to the Bankruptcy Code the trustee or debtor-in-possession is obligated to pay reasonable use and occupancy charges, such charges shall not be less than the minimum rent and other charges specified herein to be payable by the Tenant. Neither the Tenant's interest or estate in the Demised Premises herein or created hereby nor any lesser interest or estate of the Tenant shall pass to anyone under any law of any state or jurisdiction without the prior written consent of the Landlord. In no event shall this Lease, if the term hereof has expired or has been terminated in accordance with the provisions of this Lease, be revived, and no stay or other proceedings shall nullify, postpone or otherwise affect the expiration or earlier termination of the term of this Lease pursuant to the provisions of this ARTICLE XI or prevent the Landlord from regaining possession of the Demised Premises thereupon.



ARTICLE XII  
Landlord's Remedies

Section 12.1. Any one of the following shall be deemed to be an "Event of Default":

A. Failure on the part of the Tenant to make payment of rent or any other monetary amount due under this Lease within ten (10) days after the date when due.

B. With respect to a non-monetary default under this Lease, failure of the Tenant to cure the same within thirty (30) days after Notice by the Landlord. The Tenant shall be obligated within five (5) days after Notice to commence to complete as soon as possible the curing of such default; and if the Tenant fails so to do, the same shall be deemed to be an Event of Default.

C. The commencement of any of the following proceedings, with such proceeding not being dismissed within sixty (60) days after it has begun: (i) the estate hereby created being taken on execution or by other process of law; (ii) the Tenant being judicially declared bankrupt or insolvent according to law; (iii) an assignment being made of the property of the Tenant for the benefit of creditors; (iv) a receiver, guardian, conservator, trustee in involuntary bankruptcy or other similar officer being appointed to take charge of all or any substantial part of the Tenant's property by a court of competent jurisdiction; or (v) a petition being filed for the reorganization of the Tenant under any provisions of the Bankruptcy Code or any federal or state law now or hereafter enacted.

D. The Tenant filing a petition for reorganization or for rearrangement under, or otherwise availing itself of any provisions of, the Bankruptcy Code or any federal or state law now or hereafter enacted providing a plan or other means for a debtor to settle, satisfy or extend the time for the payment of debts.

Section 12.2. Should any Event of Default occur then, notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance, the Landlord lawfully may, in addition to any remedies available to the Landlord under applicable statutes or case law, or otherwise, immediately or at any time thereafter, and, to the maximum extent permitted by law, without demand or notice (and the Tenant hereby expressly waives any notice to quit possession of the Demised Premises) as may be required by law, enter into and upon the Demised Premises or any part thereof in the name of the whole and repossess the same as of the Landlord's former estate, and expel the Tenant and those claiming through or under it and remove its or their effects (forcibly if necessary) without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant and/or the Landlord may send written notice to the Tenant terminating the term of this Lease; and upon the first to occur of: (i) entry as aforesaid; or (ii) the fifth (5<sup>th</sup>) day following the sending of such notice of termination, the term of this Lease shall terminate.

Section 12.3. The Landlord shall in no event be in default in the performance of any of the Landlord's obligations hereunder unless and until the Landlord shall have failed to perform such obligations within sixty (60) days or such additional time as is reasonably required to correct any such default after written notice by the Tenant to the Landlord properly specifying wherein the Landlord has failed to perform any such obligation.

### ARTICLE XIII Miscellaneous Provisions

Section 13.1. Waiver: Failure on the part of the Landlord to complain of any action or non-action on the part of the Tenant, no matter how long the same may continue, shall never be deemed to be a waiver by the Landlord of any of its rights hereunder. Further, it is covenanted and agreed that no waiver at any time of any of the provisions hereof by the Landlord shall be construed as a waiver of any of the other provisions hereof, and that a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions. The consent or approval of the Landlord to or of any action by the Tenant requiring the Landlord's consent or approval shall not be deemed to waive or render unnecessary the Landlord's consent or approval to or of any subsequent similar act by the Tenant. Any consent required of the Landlord in any provision of this Lease may be withheld by the Landlord in its sole discretion unless the provision requiring such consent specifically states that the Landlord shall not withhold such consent unreasonably. Wherever in this Lease provision is made that Landlord shall not unreasonably withhold consent or approval or where any such standard is required as a matter of applicable law which cannot be waived by Tenant (and Tenant waives its rights under any such law to the extent permitted), Tenant's sole remedy for Landlord's breach of such agreement shall be limited to an action for injunction or declaratory judgment and in no event shall Landlord be liable for any damages to Tenant.

No payment by the Tenant, or acceptance by the Landlord, of a lesser amount than shall be due from the Tenant to the Landlord shall be treated otherwise than as a payment on account. The acceptance by the Landlord of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and the Landlord may accept such check without prejudice to any other rights or remedies which the Landlord may have against the Tenant.

Section 13.2. Covenant of Quiet Enjoyment: The Tenant, subject to the terms and provisions of this Lease, on payment of the rent and observing, keeping and performing all of the terms and provisions of this Lease on its part to be observed, kept and performed, shall lawfully, peaceably and quietly have, hold, occupy and enjoy the Demised Premises during the term hereof without hindrance or ejection by any persons lawfully claiming under the Landlord; but it is understood and agreed that this covenant and any and all other covenants of the Landlord contained in this Lease shall be binding upon the Landlord and the Landlord's successors only with respect to breaches occurring during the Landlord's and the Landlord's successors respective ownership of

the Landlord's interest hereunder. In addition, the Tenant specifically agrees to look solely to the Landlord's interest in the Lease Premises for recovery of any judgment from the Landlord; it being specifically agreed that neither the Landlord nor anyone claiming under the Landlord shall ever be personally liable for any such judgment. It is further understood and agreed that the Landlord shall in no event be liable for failure to perform any obligation under this Lease in the event the Landlord is prevented from so performing by force majeure, strike, lockout, breakdown, accident, order or regulation of or by any governmental authority, or failure of supply, or inability by the exercise of reasonable diligence to obtain supplies, parts, or employees necessary to furnish such services, or because of war or other emergency, or for any cause beyond the Landlord's reasonable control, or for any cause due to any act or neglect of the Tenant or its servants, agents, employees, licensees, or any person claiming by, through or under the Tenant, or any termination for any reason of the Landlord's occupancy of the premises from which any service or work is being supplied by the Landlord, and in no event shall the Landlord ever be liable to the Tenant for any indirect or consequential damages of any kind.

Section 13.3. Mechanic's Liens: Tenant shall have no authority, express or implied, to create or place any lien or encumbrance upon or in any manner to bind the interest of Landlord in the Demised Premises. The Tenant agrees immediately to discharge of record (either by payment or by filing of the necessary bond, or otherwise) any mechanics', materialmen's, or other lien or like filing including, without limitation, any notice of contract against the Demised Premises and/or the Landlord's interest therein, which liens may arise out of any payment due for, or purported to be due for, any labor, services, materials, supplies, or equipment alleged to have been furnished to or for the Tenant in, upon or about the Demised Premises.

Section 13.4. Landlord's Fees and Expenses: Unless prohibited by applicable law, the Tenant agrees to pay to the Landlord the full amount of all legal fees and expenses incurred by the Landlord arising out of or resulting from any act or omission by the Tenant with respect to this Lease or the Demised Premises or from any bankruptcy case involving the Tenant, including, without limitation, any breach by the Tenant of its obligations hereunder or the filing by or against the Tenant of any petition for relief under any applicable bankruptcy law.

Further, if the Tenant shall request the Landlord's consent or joinder in any instrument pertaining to this Lease, the Tenant agrees promptly to reimburse the Landlord the legal fees incurred by the Landlord in processing such request, whether or not the Landlord complies therewith; and if the Tenant shall fail promptly so to reimburse the Landlord, same shall be deemed to be a default in the Tenant's monetary obligations under this Lease.

Section 13.5. Invalidity of Particular Provisions: If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, 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 Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 13.6. Provisions Binding, Etc.: Except as herein otherwise expressly provided, the terms hereof shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of the Landlord and the Tenant. Each term and each provision of this Lease to be performed by the Tenant shall be construed to be both a covenant and a condition. The reference contained to successors and assigns of the Tenant is not intended to constitute consent to assignment by the Tenant, but has reference only to those instances in which the Landlord may later give written consent to a particular assignment as required by the provisions of this Lease.

Section 13.7. Governing Law, Venue, Waiver of Jury Trial: This Lease shall be governed exclusively by the provisions hereof and by the internal laws of the State of Connecticut as the same may from time to time exist. Moreover, the parties agree to be contractually bound to submit themselves to the personal jurisdiction of the courts of Connecticut. The venue for any court proceeding shall be in the Judicial District for New London at New London, Connecticut, and each party waives any venue, convenient forum, removal, jurisdiction, or other rights to the contrary.

FURTHERMORE, TENANT AGREES THAT THIS IS A COMMERCIAL AND NOT A CONSUMER TRANSACTION AND HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE AND/OR ANY CLAIM FOR DAMAGES.

Section 13.8. Recording: Tenant agrees not to record the within Lease, but Landlord agrees, on request of Tenant, to execute a Notice of Lease in recordable form and complying with applicable laws of the State of Connecticut and reasonably satisfactory to the Landlord's attorneys provided Tenant provides to the Landlord's agent to be named by Landlord, a release of such Notice executed by Tenant to be recorded at Landlord's sole election. In no event shall such document set forth the rental or other charges payable by the Tenant under this Lease; and any such document shall expressly state that it is executed pursuant to the provisions contained in this Lease, and is not intended to vary the terms and conditions of this Lease.

Section 13.9. Notices: Whenever by the terms of this Lease notice, demand, or other communication shall or may be given either to the Landlord or to the Tenant, the same shall be in writing and shall be sent by registered or certified mail, postage prepaid, or shall be delivered by private express carrier:

If intended for the Landlord, addressed to it as follows:

To Landlord:	The Town of Stonington
	Attention: First Selectman
	152 Elm Street
	Stonington, CT 06378

w/ a copy to:

Conway Londregan, Sheehan & Monaco, PC  
38 Huntington Street  
New London, CT 06320

or such other addresses as may from time to time hereafter be designated by the Landlord by like notice); and

if intended for the Tenant, addressed to it at:

To Tenant: St. Michael's Church Pawcatuck Connecticut  
60 Liberty Street  
Pawcatuck, CT 06379

w/ a copy to:

Suisman Shapiro, et. al.  
20 South Anguilla Road  
P.O. Box 1445  
Pawcatuck, CT 06379

or to such other address or addresses as may from time to time hereafter be designated by Tenant by like notice).

All such notices shall be effective when deposited in the United States mail or delivered to a private express carrier within the Continental United States, provided that the same are received in the ordinary course at the address to which the same were sent.

Any such notice, demand, or communication from the agent acting or purporting to act on behalf of Landlord or from an attorney acting or purporting to act on behalf of a party shall be deemed to be notice from such party provided that in the case of notice from such attorney, such attorney is authorized to act on behalf of such party.

**Section 13.10. When Lease Becomes Binding:** The submission of this document for examination and negotiation does not constitute an offer to Lease, or a reservation of, or option for, the Demised Premises, and this document shall become effective and binding only upon the execution and delivery hereof by both the Landlord and the Tenant.

All negotiations, considerations, representations and understandings between the Landlord and the Tenant are incorporated herein and may be modified or altered only by agreement in writing between the Landlord and the Tenant, and no act or omission of any employee or agent of the

Landlord shall alter, change, or modify any of the provisions hereof. The Tenant specifically confirms and acknowledges that: (i) before entering into this Lease, the Tenant has made its own observations, studies, determinations and projections with respect to the Tenant's business in the Demised Premises and all other factors relevant to the Tenant's decision to enter into this Lease, and (ii) neither the Tenant nor any representative of the Tenant has relied upon any representation by the Landlord or any representative of the Landlord with respect to any of said factors.

Section 13.11. Paragraph Headings: The paragraph headings throughout this instrument are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction or meaning of the provisions of this Lease.

Section 13.12. Holding Over: Any holding over by the Tenant after the expiration of the term of this Lease shall be treated as a tenancy at sufferance at three (3) times the rent and other charges specified herein (and if varying rates are specified herein, at three (3) times the highest such rate), pro-rated on a daily basis, and shall otherwise be on the terms and conditions set forth in this Lease, so far as applicable.

Section 13.13. Termination: The Tenant reserves the right to terminate this Lease in the event that the Tenant no longer operates an elementary school or is financially unable to meet the obligations under this lease. In the event of a termination of this Agreement, the Tenant will notify the Landlord in writing three (3) months in advance of the Tenant's intent to terminate this Agreement and vacate the Demised Premises. In the event that Tenant terminates this Lease pursuant to this Section 13.13 and there is a carryover amount due to the Tenant for capital improvements as set forth in Section 7.3 herein, the Tenant hereby waives the right to recover any unamortized carryover amount beyond the Termination date.

#### ARTICLE XIV Hazardous Waste

Section 14.1. "Hazardous Materials" shall mean (i) any hazardous waste or solid waste as defined in RCRA as amended, 42 U.S.C. Article 6901 et. seq., CERCLA as amended, 42 U.S.C. Article 9601 et. seq., the Hazardous Materials Transportation Act, as amended, 49 U.S.C. Article 1802 et. seq., the Toxic Substances Control Act, as amended, 15 U.S.C. Article 2601 et. seq., Title 22a of the Connecticut General Statutes, as amended, and any regulations or guidance documents now or hereafter promulgated pursuant thereto; any mixture of sewage or other waste material that passes through a sewer system to a treatment facility; any industrial wastewater discharges subject to regulation under Article 402 of the Clean Water Act, 33 U.S.C. Article 1342 et. seq., any source, spent nuclear or by-product material as defined by the Atomic Energy Act of 1954, 42 U.S.C. Article 2014; and domestic sewage; lead; asbestos; polychlorinated biphenyls (PCBs); any carcinogens; oil and all petroleum products, and any and all substances that are or might be volatile, toxic, pollutant, contaminant, or hazardous, or that could be detriment to the environment.

Section 14.2. “Environmental Laws” means all present and future laws (whether common law, statute, rule, order, regulation or otherwise), permits and other requirements of governmental authorities applicable to the Premises and relating to the environment or to any Hazardous Materials, Hazardous Substance or Hazardous Substance Activity (including, without limitation, CERCLA, the Federal Resource Conservation and Recovery Act, 42 U.S.C. §6901 et. seq., environmental laws administered by the Environmental Protection Agency and similar laws, regulations and guidance of the State of Connecticut.

Section 14.3 Tenant agrees (a) that Tenant will not violate any Environmental Laws; (b) that Tenant will not use, store, dispose, or generate any Hazardous Materials on the Demised Premises; (c) that the Tenant will not cause or permit any condition which would create Hazardous Material contamination on the Demised Premises; (d) to give notice to the Landlord immediately upon the Tenant’s acquiring knowledge of the presence of any Hazardous Material on the Demised Premises or Leased Premises or of any Hazardous Material contamination with a full description thereof; (e) to give notice to the Landlord immediately of any notice of violation of any laws, rules or regulations regulating Hazardous materials or any requests for information from any federal, state, county, regional or local governmental authority concerning Hazardous Materials and Hazardous Materials contamination on the Demised Premises; (f) to promptly comply with any governmental requirements requiring the removal, treatment or disposal of such Hazardous Materials or Hazardous Materials contamination and provide the Landlord with satisfactory evidence of such compliance.

Section 14.4. To the fullest extent permitted by law, Tenant covenants and agrees at all times to indemnify, hold harmless and defend Landlord, its successors and assigns, from and against any and all liability, loss, damage, cost (including, without limitation, all of Landlord’s clean-up costs and all expenses, fees, transportation, testing, decontaminated and other related or similar expenses), expense (including without limitation, reasonable attorney’s fees and expenses), cause of action, suit, claim, demand or judgment against the Landlord and/or the Tenant of any nature, arising directly or indirectly from Tenant’s breach or failure to comply with Tenant’s environmental covenants under this Lease, or pertaining to Hazardous Materials, hazardous substances or solid or hazardous waste materials or other waste-like or toxic substances located on, emanating from, or relating to, or affecting the Demised Premises and/or Leased Premises, or any contiguous property, including, but not limited to, liens or claims of any federal, state or municipal government or quasi-governmental agency or any third persons, whether arising under CERCLA, RCRA, the CWA or any other environmental law, federal state or municipal law or regulation or tort, contract or common law.

WITNESS the execution hereof under seal in any number of counterpart copies, each of which shall be deemed an original for all purposes as of the day and year first above written.

Witnesses:

**LANDLORD  
TOWN OF STONINGTON**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Danielle Chesebrough  
Its: First Selectman, duly authorized

STATE OF CONNECTICUT       )  
                                                  ) ss:  
COUNTY OF NEW LONDON       )

On this the \_\_\_\_ day of \_\_\_\_\_, 2022, before me the undersigned officer, personally appeared, Danielle Chesebrough, First Selectman of the TOWN OF STONINGTON, duly authorized, and as such, signer and sealer of the foregoing instrument and acknowledged the same to be her free act and deed, and the free act and deed of the Town, before me.

\_\_\_\_\_  
Commissioner of Superior Court/  
Notary Public  
My Commission Expires: \_\_\_\_\_



Witnesses:

**Tenant:**

**St. Michael's Church Pawcatuck Connecticut**

\_\_\_\_\_  
  
\_\_\_\_\_

By: \_\_\_\_\_  
Very Reverend Dennis M. Perkins  
Its: Treasurer-Secretary, duly authorized

STATE OF CONNECTICUT        )  
                                                  ) ss:  
COUNTY OF NEW LONDON        )

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me the undersigned officer, personally appeared, the Very Reverend Dennis M. Perkins, the Secretary-Treasurer of the **ST. MICHAEL'S CHURCH PAWCATUCK CONNECTICUT**, and as such being authorized so to do, signer of the foregoing instrument and acknowledged the same to be his/her free act and deed and the free act and deed of the **ST. MICHAEL'S CHURCH PAWCATUCK CONNECTICUT**.

\_\_\_\_\_  
Commissioner of Superior Court/  
Notary Public  
My Commission Expires: \_\_\_\_\_

EXHIBIT A  
PROPERTY DESCRIPTION  
131 WEST BROAD STREET, PAWCATUCK, CONNECTICUT