

AGREEMENT

This agreement is made as of December 1, 2023 by and between the Stratford United Methodist Church ("Owner") and Mutual Housing Association of Southwestern Connecticut, Inc doing business as Connecticut Housing Partners ("MHA").

In consideration of One Dollar (\$1.00) and other good and valuable consideration, including the mutual promises herein, the parties agree as follow:

1. Owner shall lease to MHA a portion of that real property known as 2600 Main Street Stratford, Connecticut (the "Property"), the exact description of the property being leased to MHA to be determined by the parties but is generally described and identified on Exhibit I. Presently the Property consists of a church with an attached structure used as a school and it is anticipated that the Demised premises shall not consist of any property upon which the church is currently located.
2. Said lease shall consist of a Ground Lease for a ninety-eight (98) year term. The total base rent paid by MHA under said lease shall be Five Hundred Thirty-Three Thousand, Six Hundred Eighteen (\$533,618.00) Dollars, which sum will be paid by MHA in full upon execution of the Ground Lease. MHA will also pay all real estate taxes, insurance, utilities, maintenance and repair costs relating to its occupancy of the demised premises subject to the Ground Lease. The Ground Lease to be executed by the parties shall contain such other terms as agreed upon by the parties and shall be in substantial conformance with the Ground Lease attached hereto Exhibit II.
 - a) MHA will develop the Demised premises, for affordable residential housing purposes and shall construct thereon an apartment building, containing a minimum of fifty-seven (57) rental units (and ancillary community and office space) together with approximately 5600 sq. ft. of unfinished space for use by Owner. It is anticipated that the said construction will require the demolition of the existing school building and MHA will pay all costs relating to this demolition, together with any necessary repairs to the existing church building resulting from this demolition in order to restore said church to its original condition, reasonable wear and tear excepted, prior to such demolition.
 - b) Owner will sublease from MHA the approximately 5,600 sq. ft. of unfinished space located in the apartment building to be constructed by MHA upon and within the Demised premises, Base rental for such sub-lease will be One Thousand (\$1,000.00) dollars per month upon the execution of the sublease and through and including the expiration of the tax credit compliance period as provided for in Section 42 of the Internal Revenue Code generally being fifteen (15) years from the date on which a project is deemed to have been "placed in service". Thereafter, Owner shall not be required to make any rental payments for the remainder of the term, but shall continue to pay for utilities, insurance and maintenance relating to the sub-leased premises. The sub-lease to be executed by the parties shall contain

such other terms and conditions as agreed upon by the parties and shall be in substantial conformance with the sub-lease attached hereto Exhibit III.

3. This agreement and the execution of the Exhibits attached hereto shall be expressly contingent upon satisfaction of the following:
 - a) MHA shall have 180 days after Church Approvals are obtained under and as described in Section 3(d) below ("Due Diligence Period") to inspect the property, as well as to conduct such studies, investigations, tests and perform all due diligence MHA feels is necessary, at MHA's sole cost and expense. Upon request by MHA, Owner shall provide MHA with reasonable access to the Property so that MHA can conduct its due diligence activities and copies of any relevant documents requested of it by MHA in Owner's possession concerning the Property, including , but not limited to, any surveys, existing title reports or environmental reports. Prior to making any physically invasive testing or inspections, MHA will obtain Owner's consent, which will not be unreasonably withheld, conditioned or delayed, and the Property will be restored by MHA to substantially the same condition it was prior to MHA's inspection. MHA will cause Owner to be listed an additional insured on any insurance policies of contractors performing work on MHA's behalf. If as a result of MHA's due diligence, the Property is unsatisfactory to MHA in its sole discretion, MHA may terminate this agreement by written notice to Owner delivered prior to the end of the Due Diligence Period.
 - b) MHA shall have one (1) year after the Church Approvals are obtained, under and as defined in Section 3(d) below, to obtain any zoning, building or other land use approvals necessary for the development and construction of the project described in paragraph 2(a) above. In the event of an appeal from the decision of any government boards or agencies, MHA may request an extension of the deadline set forth above, which shall not be unreasonably withheld, delayed or conditioned by Owner. In the event any necessary approvals are not able to be obtained, despite MHA applying in a reasonable, timely and good faith manner, MHA shall be entitled to terminate this agreement by written notice to the Owner given during this contingency period.
 - c) MHA shall have three (3) years after the Church Approvals are obtained, under and as defined in Section 3(d) below, to obtain necessary acquisition and project financing MHA shall make timely application for such financing and shall pursue the same with diligence. In the event MHA shall be unable to obtain such financing despite timely application and diligent pursuit of the same from, without limitation, the then available the available CHFA/DOH programs or other then available financing from any other institutional, private or governmental or quasi-governmental funders and lenders and through the solicitation of private tax credit investment(federal low income housing tax credits), MHA shall be entitled to terminate this agreement by written notice to Owner given during this contingency period. Notwithstanding the foregoing, MHA shall have the right, upon notice to the Owner prior to the expiration of the initial 3-year contingency period, to extend this contingency period for up to one (1) year, should it be diligently pursuing the approvals from the requisite third parties for such financing and tax credit investment, while providing to Owner all reasonably requested information and documentation concerning the same.

- d) It is understood by the parties that this agreement and the execution of the attached Exhibits are further contingent upon the approval of both the District Building Committee of the United Methodist Church (including approvals from the Bishop and his cabinet, as necessary) and the Charge Conference of the Stratford United Methodist Church together the "Church Approvals". Should the Owner be unable to obtain said approvals despite timely application, Owner shall be entitled to terminate this agreement upon written notice to MHA. Such sought after and required Church Approvals are to occur no later than December 2023. Notwithstanding the foregoing, the Owner and MHA will have up to thirty (30) days upon MHA's being informed of this disapproval, to discuss the basis for which such Church Approvals were not granted, and; therefore, before Owner terminates this agreement. Such discussions will take place in an effort to determine if an understanding may be reached relevant to those terms and conditions of this agreement that may have been unacceptable to the Owner.
- e) This agreement and the execution of the attached Exhibits are further contingent upon the Owner's ability to deliver clean, marketable and insurable leasehold title free from liens encumbrances, easements and restrictions which would negatively impact or prevent the development and construction of the project described in Paragraph 2(a) above, unless the same have been accepted by MHA in its sole discretion and at no additional cost to MHA.
- f) During the Due Diligence Period of the Project and upon execution of this Agreement, Owner and MHA will meet to discuss any necessary repairs resulting from the anticipated demolition of the school, and the Owner will be permitted to retain, at its sole cost and expense, an architect and contractor for any proposed repairs to the church building that are not allowed to be covered by the demolition and expected project budget, or scope of work and repairs relating to same. Owner shall be also permitted to design and fit out, again at its sole cost and expense, the subleased space to include a commercial kitchen and dining room that can accommodate up to 100 persons and be partitioned into 4 classrooms, a thrift shop, storage space, bathrooms, and other amenities to comprise the subleased space. Further as part of any necessary repairs to the church building, the parties will address maintaining or upgrading as may be necessary, the utility room and HVAC systems currently serving both the school and church buildings; taking all necessary steps and measures relevant to preservation of the structural integrity of the church building, The parties shall also discuss parking and any other issue which may arise during the Due Diligence Period. This agreement and the execution of the attached Exhibits are further contingent upon the parties reaching tentative agreement concerning said issues during the Due Diligence Period. Should the parties be unable to reach agreement on any such issues then either party may terminate this agreement by written notice given to the other party during the Due Diligence Period.

Notwithstanding the foregoing, any such agreement reached by the parties hereto regarding the work and repair hereinabove described relevant to MHA and its project will be subject to the review and approval of project funders and lenders, along with confirmation that such funding for such purposes is part of the approved project budget and financing. It is hereby further understood that such third-party review and any necessary approvals may not be secured until after expiration of the Due Diligence Period and during acquisition and project financing contingency period, as may be extended as provided for in this agreement.

g) This agreement and the execution of the attached Exhibits are also contingent upon the approval of said Exhibits by any project lender or tax credit investor providing financing for the project. Should said Exhibits not be initially approved by any project lender or tax credit investor, the parties shall attempt in good faith to revise the terms of said Exhibits to comply with the requirements of such project lender or tax credit investor. However, if either party is reasonably unable to agree with such revision, or any other requirements of such project lender or tax credit investor, the parties will first meet in an effort to resolve issues relevant to such third-party approval(s), and make good faith efforts to arrive at a mutually acceptable resolution to be presented to the applicable third party for its review and input. Should, however, an agreement still not be reached after such a meeting and consultation, then either party may terminate this agreement upon written notice to the other party, given prior to the expiration date of the acquisition and project financing period.

Notwithstanding the foregoing, it is hereby understood and acknowledged by the Owner and MHA that (1) the approval by Owner of any requested changes to the draft ground lease and draft sublease by such third parties will not be unreasonably withheld, delayed or conditioned and (2) that MHA will include in any requests for proposal(s) issued with respect to proposed tax credit investors, the requirement that any such investor making a responsive proposal shall have reviewed the draft ground lease and draft sublease and found the same to be satisfactory or, in the alternative, should said investor request modification of the ground lease or sublease that such modifications be set forth in the responsive proposal.

4. Each party hereby represents and warrants the other party, as applicable that:
 - a) Owner and MHA each have the full power and authority to execute and deliver this Agreement and with respect to owner, upon satisfaction of the contingencies set forth in paragraph 3(d).
 - b) Owner is not aware of any fact, issues, matters of litigation or other circumstances which will adversely affect the value or use (as intended by MHA) of the Property or interfere with the closing and leasehold acquisition of the Property by MHA, other than anything previously disclosed to MHA, in writing, which MHA shall independently assess as part of its due diligence.
5. All rights and obligations of the parties under this agreement may not be assigned except with the prior written consent of the other party, which consent will not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, MHA will be permitted with notice to the Owner, to form an entity controlled or affiliated with MHA to succeed to and in the interest of MHA in this agreement and/or enter into the ground lease as the ground lessee thereof. or sublease as the sublessor thereof.
6. This Agreement shall be governed by and construed under the laws of the State of Connecticut. This agreement may be executed in any number of counterparts, all of which when taken together shall constitute but the same agreement. Further, transmission of signature pages by

facsimile or electronically (including pdf) shall evidence acceptance of the terms and conditions of this agreement and qualify as the party's execution of this agreement.

[remainder of page intentionally left blank]

In Witness Whereof the parties have signed this 1st day of December, 2023

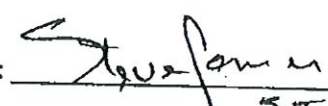
**MUTUAL HOUSING ASSOCIATION OF
SOUTHWESTERN CONNECTICUT, INC.**

By: _____

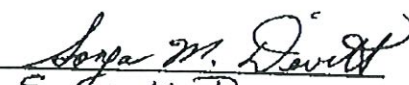

Renée Dobos
Its Chief Executive Officer

STRATFORD UNITED METHODIST CHURCH

By: _____


STEVE JAMES
Its President of the Board of the Trustee

By: _____


SONJA M. DEVITT
Its Chairperson of the Church Council

GROUND LEASE¹

LANDLORD:

STRATFORD UNITED METHOD CHURCH

2600 Main Street
Stratford, Connecticut 06615

TENANT:

[MUTUAL HOUSING ASSOCIATION OF SOUTHWESTERN CONNECTICUT, INC.]²

1235 Huntington Turnpike
Trumbull, Connecticut 06611

as of _____, 202_

¹ This is an exhibit to the agreement between the parties, identifying various terms and conditions agreed to by said parties. This Ground Lease and any documents derivative of same, including any sublease and structure of the sub-tenant/sub-landlord relationship, are subject to the comments and final approvals of the Project funders and tax credit investor and their respective counsel.

² A placeholder only as a single purpose entity will be eventually formed to be the ground lessee. CHP will, however, have an ownership interest and/or affiliation with said ground lessee.

**GROUND LEASE
BETWEEN STRATFORD UNITED METHOD CHURCH AND MUTUAL HOUSING
ASSOCIATION OF SOUTHWESTERN CONNECTICUT, INC.**

BASIC LEASE INFORMATION

DATE: AS OF _____, 202_

LANDLORD: STRATFORD UNITED METHOD CHURCH

TENANT: MUTUAL HOUSING ASSOCIATION OF SOUTHWESTERN
CONNECTICUT, INC.

DEMISED PREMISES: CERTAIN PREMISES SITUATED IN THE TOWN OF
STRATFORD, COUNTY OF FAIRFIELD, STATE OF
CONNECTICUT, AS MORE PARTICULARLY DESCRIBED
IN EXHIBIT A HERETO

ANNUAL BASE RENT: Upon the execution of this Lease, Tenant shall remit to the
Landlord a total of \$533,618.00 (the "Total Base Rent").
Accordingly, upon the payment of the Total Base Rent, the amount
of annual base rent will be \$0.00.

**COMMENCEMENT
DATE:** AS OF _____, 202_

TERM: FOR AN NINETY-EIGHT YEAR PERIOD BEGINNING ON
THE COMMENCEMENT DATE AND ENDING ON
_____, 21__

**LANDLORD'S
ADDRESS FOR
NOTICES:** 2600 Main Street
Stratford, Connecticut 06615
Attention:

**TENANT'S ADDRESS
FOR NOTICES ONLY:** c/o Mutual Housing Association of Southwestern Connecticut
Inc.
1235 Huntington Turnpike
Trumbull, Connecticut 06611
Attention:

The Basic Lease Information is part of the Lease; however, if any of the Basic Lease Information contradicts any provision of the Lease, the provisions of the Lease will prevail.

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (the “Lease”) effective as of March 30, 2023 is by and between the **Stratford United Method Church**, a[n] _____, with an office located at 2600 Main Street, Stratford, Connecticut 06615 (“Landlord”), and [_____], a Connecticut _____ with a principal place of business located at 1235 Huntington Turnpike, Trumbull, Connecticut 06611 (“Tenant”).

ARTICLE 1 - RECITALS

Landlord is the fee simple owner of the land (the “Land”) and any current and future buildings and other improvements located upon the Land (collectively, the “Improvements”, and together with the Land hereinafter referred to as the “Demised Premises”), located in the Town of Stratford, County of Fairfield and State of Connecticut, as such Demised Premises is described on Exhibit A, attached hereto and incorporated herein by this reference.

Tenant, in its role of “lessee” of the Demised Premises, shall assume ownership under the terms of this Lease for all asset management obligations including but not limited to day-to-day operations such as leasing of units or dwellings thereon to sub-lessees or other occupants and compliance with such leases, rent collection, financial management, and any, if any, facilities management to preserve the long-term viability of the Demised Premises as an affordable housing facility. Tenant may contract with a third party or third parties regarding certain of the management duties hereinabove identified (and consented to by the Investor and each Leasehold Mortgagee (to the extent such Leasehold Mortgagee’s consent is required for such contracting) (as those terms are hereinafter defined)).

NOW, THEREFORE, in consideration of these presents, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby enter into this Lease on the terms and conditions set forth herein.

ARTICLE 2 - DEFINITIONS

Capitalized terms used in this Lease shall have the meanings referred to below, unless otherwise set forth herein.

Section 2.1 [Reserved].

Section 2.2 “Town” – shall mean the Town of Stratford County of Fairfield, State of Connecticut.

Section 2.3 “Operating/Partnership Agreement” - shall mean that certain _____ Agreement of Tenant dated as of _____, 202__.

Section 2.4 “Rent” - shall mean, collectively, Base Rent and Additional Rent.

Section 2.5 “Transfer” - See Section 11.1.

Section 2.6 “Investor” shall mean _____, a [_____], and its successors and/or assigns.

ARTICLE 3- DEMISE OF LEASEHOLD INTEREST

Section 3.1 Lease to Tenant. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Demised Premises, upon the terms and conditions stated herein. The Demised Premises is leased (a) subject to (i) any state of facts an accurate survey of the Demised Premises would show, (ii) any state of facts a personal inspection of the Demised Premises would show, (iii) rights, easements and restrictions of record, (iv) present and future zoning laws, ordinances, resolutions and regulations of any governmental authority (as hereinafter defined) and all present and future ordinances, statutes, laws, regulations and orders of all boards, bureaus, departments, agencies, commissions and bodies of any municipal, county, state or federal sovereign, and (v) the effect of all present and future municipal, state or federal laws, orders and regulations relating to the Tenant, any if any, sub-lessees or occupants of the Demised Premises; and (b) together with the right to pass and repass over all existing ways and public areas, in order to, (i) where necessary, access areas of same for the use, development and/or enjoyment of such Demised Premises and construction of and use and enjoyment of any Improvements on said Demised Premises, and (ii) access the Demised Premises, and the right to use all utilities and service conduits and facilities thereon to facilitate the construction and use of all Improvements on said Demised Premises and use of the Demised Premises itself. As used herein the term “governmental authority” means any board, commission, department or body of any municipal, county, state, tribal or federal governmental unit, including any U.S. territorial government, and any public or quasi-public authority, or any subdivision of any of them, that has or acquires jurisdiction over the Demised Premises, including the use, operation or improvement of the Demised Premises.

Section 3.2 Services by Landlord. Except as may be otherwise provided herein, it is expressly agreed that Landlord is not and shall not be required under this Lease to render any services of any kind to Tenant. However, nothing herein shall modify the terms of any, if any, separate agreement between Tenant and Landlord.

Section 3.3 Quiet Enjoyment. Tenant, upon paying the rent and other charges herein provided for and observing and keeping all covenants, agreements and conditions of this Lease on its part to be kept, shall quietly have and enjoy the Demised Premises during the Term (as such term is defined in Section 5) of this Lease without hindrance or molestation by anyone claiming by or through Landlord, subject, however, to the exceptions, reservations and conditions of this Lease.

ARTICLE 4- REPRESENTATIONS AND WARRANTIES; SPECIAL PURPOSE ENTITY

Section 4.1 Landlord’s Representations and Warranties. Landlord hereby represents and warrants to Tenant that:

- (a) Landlord is a duly organized, lawfully existing [_____] and is good standing under the laws of the State of Connecticut.

- (b) Landlord has full right, power and authority to make, execute, deliver, and perform its obligations under this Lease.
- (c) Landlord has obtained all required and necessary consents and approvals to enter into this Lease with Tenant. The entry by Landlord into this Lease with Tenant and the performance of all of the terms, provisions and conditions contained herein does not and will not violate or cause a breach or default under any agreement or obligation to which Landlord is a party or by which it is bound.
- (d) Except as provided in Exhibit 4.1(d) hereto, there are no other tenants, lessees or other occupants of the Demised Premises having any right or claim to possession or use of the Demised Premises.
- (e) Except as provided in Exhibit 4.1(e) hereto, there are no unpaid special assessments of which Landlord has received notice, or of which Landlord is otherwise aware for sewer, sidewalk, water, paving, gas, electrical or utility improvements or other capital expenditures, matured or unmatured, affecting the Demised Premises.
- (f) Except as provided in Exhibit 4.1(f) hereto, Landlord is not obligated under any contract, lease or agreement, oral or written, with respect to the ownership, use, operation, management, maintenance, lease, sale or financing of the Demised Premises.
- (g) To the best of Landlord's knowledge, there is no action, suit, litigation, or proceeding pending or, to Landlord's knowledge, threatened against Landlord which could prevent or impair Landlord's entry into this Lease and/or performance of its obligations hereunder.
- (h) The person signing this Lease on behalf of Landlord is duly and validly authorized to do so.

Section 4.2 Tenant's Representations and Warranties. Tenant hereby warrants and represents to Landlord that:

- (a) Tenant is a duly organized, lawfully existing [_____] and is in good standing under the laws of the State of Connecticut.
- (b) Tenant has the full right, power and authority to make, execute, deliver and perform its obligations under this Lease.
- (c) Tenant's execution and delivery of this Lease has been authorized by all requisite action on the part of Tenant and its general partner, and the execution and delivery of this Lease by Tenant and the performance of its obligations hereunder will not violate or contravene any agreement or obligation to which Tenant is a party or by which it is bound.

- (d) There is no action, suit, litigation, or proceeding pending or, to Tenant's best knowledge, threatened against Tenant or to any entity to which this Lease may be assigned which could prevent or impair Tenant's entry into this Lease and/or the full and complete performance of its obligations hereunder.
- (e) The person signing this Lease on behalf of Tenant is duly and validly authorized to do so.

ARTICLE 5 - TERM

Section 5.1 Term of Lease. The term of this Lease shall be, unless sooner terminated in accordance with the provisions hereof, for a period of time commencing upon the Commencement Date and ending on _____), 210_ (the "Term").

ARTICLE 6 – RENT

Section 6.1 Annual Base Rent. Upon the execution of this Lease, Tenant shall remit to the Landlord a total of \$533,618.00 (the "Total Base Rent"). Accordingly, upon the payment of the Total Base Rent, the amount of annual base rent will be \$0.00.

Section 6.2 Payments by Tenant. Unless otherwise expressly set forth in this Lease, all costs, expenses, liabilities, charges, or other deductions whatsoever with respect to the Demised Premises and the rehabilitation, ownership, leasing, operation, maintenance, repair, rebuilding, use, or occupation of the Demised Premises or with respect to any interest of Landlord in the Demised Premises or this Lease, shall be the responsibility of and paid by Tenant.

Section 6.3 Documents required by Landlord from Tenant. In addition to any documents described in other Sections of this Lease, upon the request by the Landlord, the Tenant shall provide Landlord with a copy of Tenant's annual operating budget for the Demised Premises by December 1 of each year for Tenant's next fiscal year starting January 1 with all requisite detail and schedules reasonably requested by Landlord, and such other financial information as may be reasonably requested of Tenant by the Landlord from time to time, including but not limited to, rent roll for the development, verification of any reported tenant's non-compliance with the affordability requirements of this Ground Lease and any other reported non-compliance with any other affordability covenants to which Tenant is subject.

ARTICLE 7 - TAXES: OPERATING EXPENSES

Section 7.1 Taxes. Tenant will pay any and all real property taxes which are assessed against and owing with respect to the Demised Premises by any taxing or governmental authority and any payments required by any (if any) cooperation or similar agreement providing for payments in lieu of taxes which now exist or at any time in the future may be entered into by Tenant (or Landlord) with the Town. Landlord may, without any obligation to do so, pursue certain real estate tax relief in the form of an abatement agreement from the Town.

Section 7.2 Property Operating Expenses. Tenant will pay or cause to be paid all costs and expenses attributable to or incurred in connection with the operation, maintenance, and

repair of the Demised Premises or any replacement of any Improvements thereon located (collectively, "Operating Expenses").

Section 7.3 Contest. Notwithstanding anything herein to the contrary, Tenant shall have the right at its sole cost and expense to contest all real estate taxes assessed against the Demised Premises, or any portion thereof, provided that (1) the Tenant is diligently and in good faith pursuing its objection to the same by appropriate administrative or legal proceedings, and (2) such action shall operate to prevent the enforcement or collection of the same. While such contest is proceeding, failure to pay such real estate taxes shall not be an Event of Default (as defined in Section 18) hereunder; provided that, such non-payment is expressly permitted under applicable laws.

ARTICLE 8 - INSURANCE

Section 8.1 Tenant's Insurance. Tenant agrees, at its sole expense, to procure and maintain at all times during the Term of this Lease the types of insurance specified below initially and changing from time to time as required by any financing documents with any Leasehold Mortgagees related to the Demised Premises or changes in applicable law, and on the terms specified below, in order to protect Landlord from the liability arising from the actions, inactions, or negligence of the Tenant, its officers, subcontractors, joint venture, members, partners, agents or employees. The insurance carriers used by Tenant must be authorized to conduct business in the State of Connecticut and shall have a BEST Rating of not less than an "A-" except where noted. The insurance provided shall cover all operations under this Lease, whether performed by Tenant, its agents, or by its subcontractors. In the event of the failure or insolvency of any insurer of Tenant which results in the failure of such insurer to pay for a claim that would otherwise be covered under Tenant's policy of insurance with the same, Tenant shall indemnify and hold Landlord harmless from and against any and all claims, suits, liability and damages which might result therefrom, including but not limited to reasonable attorneys' fees and the costs of defending the same.

- (a) Workers Compensation and Occupational Disease Insurance in accordance with the laws of the State of Connecticut along with Employer's Liability in an amount of not less than \$1MM/\$1MM/\$1MM or such other standards of coverage as shall prevail as dictated by State statute or in similarly situated circumstances during the Term of the Lease.
- (b) Commercial Liability Insurance written on an occurrence form (Primary) and Umbrella Liability (Excess). Tenant shall obtain and maintain Commercial Liability Insurance provided with a limit of not less than Two Million Dollars (\$2,000,000) per occurrence with and a per project aggregate of not less than Five Million Dollars (\$5,000,000) (i.e., \$2,000,000/\$5,000,000), with an excess coverage endorsement for \$2,000,000. In addition to the stipulations outlined above, the insurance policy is to include coverage for Contractual Liability, Products-Completed Operations, Personal & Advertising Injury and will also cover injury to Tenant's officers, employees, agents, subcontractors, invitees and guests and their personal property. Landlord shall be endorsed as an additional

insured on the Tenant's policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to Landlord.

- (c) Excess Liability Coverage. Excess Liability coverage, if applicable, is to follow the form of all Primary coverage requirements as outlined above.
- (d) Property and Casualty Insurance/Builder's Risk. Tenant shall obtain and maintain property and casualty insurance in an amount equal to one hundred percent (100%) of the value of the Improvements, or replacement cost of same. Additionally, during the course of the construction of the Project, builder's risk insurance will be obtained and maintained.
- (e) Certificates of Insurance. Prior to the execution of this Lease, Tenant and its contractors shall furnish Landlord with satisfactory evidence (subject to reasonable approval of Landlord) that Tenant and its contractors have the insurance coverage set forth in clauses (a), (b), and (c) hereinabove. The insurance required under clauses (b) and (c) shall name Landlord as an additional insured and provide documentation to that end. Said policies maintained by Tenant's contractors shall not be canceled or permitted to lapse until final completion of the Improvements. Tenant shall promptly Landlord upon receipt of any notice of cancellation or non-renewal of such insurance.
- (f) Notice to Insurers of Contract Provisions. Tenant shall advise all insurers of the contract provisions regarding insurance. The failure of Tenant to notify insurers of the contract provisions shall not relieve Tenant from its insurance obligations under this Lease. Nonfulfillment of the insurance provisions shall constitute a breach of this Lease.
- (g) Force Placed Insurance. Renewal Certificates of Insurance, requested endorsements, or such similar evidence is to be received by the Landlord no later than thirty (30) days prior to expiration of insurance coverage. At the Landlord's option, if Tenant shall not comply with its insurance obligations hereunder after written notice to Tenant and reasonable opportunity to cure (but no less than fifteen (15) days), the Landlord may purchase insurance on behalf of Tenant and charge back all costs to Tenant. The receipt of any certificate does not constitute agreement by the Landlord that the insurance requirements in the Lease have been fully met or that the insurance policies indicated on the certificate are in compliance with the requirements of the Lease.
- (h) Retroactive Coverage. If any of the required insurance is underwritten on a claims made basis, the retroactive date shall be prior to or coincident with the date of this Lease (the "Retroactive Date") and the Certificate of Insurance shall state the coverage is "claims made" and also the Retroactive

Date. Tenant shall maintain coverage for the duration of this Lease. Any extended reporting period premium (tail coverage) shall be paid for by Tenant.

- (i) Annual Insurance Certificates. Tenant shall provide to Landlord annually, a certified copy of the insurance policies obtained pursuant hereto. It is further agreed that Tenant shall provide Landlord thirty (30) days prior notice in the event of the occurrence of any of the following conditions: aggregate erosion in advance of the Retroactive Date, cancellation and/or non-renewal. .
- (j) Subcontractor Insurance. Tenant shall cause the general contractor for the construction of the Improvements to require all subcontractors to carry the insurance required herein and the evidence of insurance submitted shall comply with the same requirements and conditions as set forth in this Section 8.1.
- (k) Other. Tenant expressly understands and agrees that any insurance or self-insurance programs maintained by Landlord shall apply in excess of and will not contribute with insurance provided by Tenant under this Lease.

Section 8.2 Waiver of Insured Claims. Each of Landlord and Tenant hereby waives right of recovery against the other for loss or injury against which the waiving party is protected by insurance, but only to the extent of such insurance. Such waiver may include securing a waiver of subrogation endorsement in favor of Landlord or Tenant as applicable, if obtainable.

ARTICLE 9 - USE OF DEMISED PREMISES; COVENANTS RUNNING WITH THE LAND

Section 9.1 Permitted Use. Tenant shall cause the Demised Premises to be used only in the manner permitted by (i) the Operating/Partnership Agreement, (ii) all Leasehold Mortgagees and their respective documents, including any Leasehold Mortgage, (iii) that certain Extended Low-Income Housing Commitment (the “ELIHC”) from the Connecticut Housing Finance Authority (“CHFA”), (iv) any and all documents issued in connection with the allocation of low-income housing tax credits that were received by and awarded to the Tenant (the “LIHTC Requirements”), (v) any requirements relevant to the financing being extended by State of Connecticut, by and through the Department of Housing (“DOH”) in respect to any State Bond requirements, any HOME Investments Partnerships Program or any other financial assistance provided to Tenant by DOH or CHFA, and (vi) all Town approvals issued in respect to the Demised Premises for affordable rental housing purposes (collectively (i) – (vi), the “Requirements”). Such Requirements contained and/or referenced herein are intended to create covenants running with the land during the term of this Lease, and shall also be binding upon Tenant’s successors and assigns, including any entity which succeeds to Tenant’s interest in the Demised Premises by foreclosure an instrument in lieu of foreclosure, or otherwise, so long as such Requirements remain in effect.

Section 9.2 Compliance with Operating/Partnership Agreement and Laws. Tenant shall not use or occupy or suffer or permit any portion of the Demised Premises to be used or

occupied in violation of any law, ordinance, order, rule, regulation, certificate of occupancy, or other governmental requirement. Tenant will comply with applicable laws and all rules, orders, regulations, and requirements of the board of fire underwriters or insurance service office, or any other similar body having jurisdiction over the Demised Premises, as well as with the Operating/Partnership Agreement. In addition, Tenant shall save Landlord harmless from any liability, cost or expense, including court costs and reasonable attorney's fees, arising out of a violation or alleged violation of this provision by Tenant.

ARTICLE 10 - ENVIRONMENTAL COVENANTS AND INDEMNITIES

Section 10.1 Tenant's Environmental Covenants. Without limitation of any of Tenant's other covenants, agreements and obligations under this Lease, Tenant hereby specifically covenants and agrees to fulfill the responsibilities set forth below with respect to environmental matters:

- (a) Subject to the compliance by Landlord with its obligations under this Article 10, Tenant shall comply with all Environmental Laws (as defined in Exhibit 10.1(a) hereto) applicable to Tenant relative to the Demised Premises, and Tenant's use of the Demised Premises. All required governmental permits and licenses issued to Tenant and associated with the Demised Premises shall remain in effect or shall be renewed in a timely manner, and Tenant shall comply therewith. All Hazardous Materials (as defined in Exhibit 10.1(a) hereto) present, handled or generated or used by Tenant on the Demised Premises which are removed from the Demised Premises by Tenant shall be transported and disposed of in a lawful manner.
- (b) Upon written request, the Tenant shall provide Landlord with copies of all forms, notices and other information received by or on behalf of Tenant concerning any releases, spills or other incidents relating to Hazardous Materials or any violations of Environmental Laws at or relating to the Demised Premises when and as supplied to any government agency.
- (c) Tenant itself shall not bring, nor shall Tenant permit any other person, including, but not limited to, any subtenants or occupants of units or dwellings of the Demised Premises or other third parties with whom Tenant contracts regarding this Lease to bring, onto the Demised Premises any Hazardous Materials other than substances of the kind and in quantities that are customary and necessary for either household use (including household cleaning products) or used or employed in connection with construction of the Improvements on the Demised Premises and any repair, maintenance or replacement of the same (including gasoline, diesel fuel and the like). Tenant shall be liable for the consequences of, and responsible for proper removal and lawful disposal, at its sole expense, of any Hazardous Materials brought onto the site resulting from a default under this Section 10.1(c).
- (d) Tenant shall not be liable for any environmental conditions that existed or arose prior to the effective date hereof (regardless of when such condition

is discovered) (each a “Pre-Existing Environmental Conditions”), except to the extent any such Pre-Existing Environmental Condition was caused by the negligence or actions of Tenant, its agents, employees or subcontractors. Tenant shall not be responsible for removing or rendering harmless any Hazardous Materials from the Demised Premises arising as a result of any Pre-Existing Environmental Condition, but shall advise Landlord and cooperate and coordinate with the work to remove and/or remediate the same performed by others; provided, however, that Tenant will be responsible for any conditions caused by Tenant’s failure to take commercially reasonable efforts to protect against any further harm caused by such Pre-Existing Environmental Condition.

- (e) In the event that Tenant or any contractor or subcontractor involved in connection with the construction of the Improvements encounters any Hazardous Materials on the Demised Premises, Tenant shall immediately notify Landlord and Investor in writing and comply with all laws, ordinances, regulations and orders of all governmental, regulatory and other public and quasi-public agencies, authorities and entities having jurisdiction over the same with respect thereto.

Section 10.2 Landlord’s Environmental Covenants. Without limitation of any of Landlord’s other covenants, agreements and obligations under this Lease, Landlord hereby specifically covenants and agrees to fulfill the responsibilities set forth below with respect to environmental matters:

- (a) Landlord shall comply with all Environmental Laws applicable to Landlord relative to the Demised Premises as well as the retained land ownership. All required governmental permits and licenses issued to Landlord and associated with the Demised Premises, the land upon which the Demised Premises sits shall remain in effect or shall be renewed in a timely manner, and Landlord shall comply therewith. All Hazardous Materials present, handled or generated or used by Landlord on the Demised Premises which are removed from the Demised Premises shall be transported and disposed of in a lawful manner.
- (b) Landlord shall provide Tenant and Investor with copies of all forms, notices and other information received by or on behalf of Landlord concerning any releases, spills or other incidents relating to Hazardous Materials or any violations of Environmental Laws at or relating to the Demised Premises when and as supplied to any government agency.

Section 10.3 Tenant’s Environmental Indemnity. Tenant covenants and agrees to indemnify, defend and hold Landlord free and harmless from and against any and all losses, liabilities, penalties, claims, fines, litigation, demands, costs, judgments, suits, proceedings, damages, disbursements or expenses (including reasonable attorneys’ fees and expenses) which may at any time be imposed upon, reasonably incurred by or asserted or awarded against Landlord in connection with or arising from:

- (a) any Hazardous Materials which are first placed on, in, or under all or any portion of the Demised Premises during the period defined herein as the Term; or
- (b) any violation of any Environmental Laws by Tenant at or relating to the Demised Premises which is not a Pre-Existing Environmental Condition existing prior to the Commencement Date.
- (c) Tenant shall indemnify and hold harmless Landlord, its officers, employees, agents, contractors, and directors from all claims, actions, demands, costs, expenses and attorneys' fees arising out of, attributable to or otherwise occasioned, in whole or in part, by an act or omission of Tenant, its agents, contractors, servants, employees, or invitees, which shall constitute a breach of the Tenant's obligations under this Lease. If any party performing work for the Tenant on the Demised Premises shall assert any claim against the Landlord on account of any damage alleged to have been caused by reason of the negligent acts or intentional misconduct of the Tenant, its agents, servants, employees, invitees or contractors (including, without limitation, any of its construction contractors), Tenant shall defend at its own expense any suit based upon such claim, and if any judgment or claim against Landlord shall be allowed, Tenant shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith. The obligations, indemnities, and liabilities of Tenant under this Section 10.3 shall not extend to any liability caused by the negligence of Landlord, or its employees, contractors or agents. The Tenant's liability shall not be limited to any provisions or limits of insurance set forth in this Lease. Tenant shall not be liable for any claims that result from the action or inaction of Landlord or its contractors, agents or employees with respect to their obligations under this Lease or any other agreement between the parties. Tenant's obligations under this Section 10.3 shall survive termination of this Lease.

Section 10.4 Landlord's Environmental Indemnity. Landlord covenants and agrees to indemnify, defend and hold Tenant, its officers, partners, employees, agents, contractors and directors free and harmless from and against any and all losses, liabilities, penalties, claims, fines, litigation, demands, costs, judgments, suits, proceedings, damages, disbursements or expenses (including reasonable attorneys' fees and expenses) which may at any time be imposed upon, reasonably incurred by or asserted or awarded against Tenant in connection with or arising from:

- (a) any Hazardous Materials which are first placed on, in, or under all or any portion of the Demised Premises prior to the Commencement Date; or
- (b) any violation of any Environmental Laws by Landlord at or relating to the Demised Premises which is not a condition existing prior to the Commencement Date.

- (c) Except as otherwise set forth in Section 10 hereinabove, Landlord shall be responsible for all costs and expenses associated with the remediation of any Hazardous Materials and shall indemnify and hold harmless Tenant, its partners, members, officers, employees, agents, contractors and directors from all claims, actions, demands, costs, expenses and attorneys' fees arising out of, attributable to or otherwise occasioned, in whole or in part, by a negligent act or omission of Landlord, its agents, contractors, servants, employees, or invitees, which shall constitute a breach of the Landlord's obligations under this Lease. Tenant may advance funds to cover such costs or expenses and Landlord shall promptly reimburse Tenant for all such reasonable expenditures upon presentation of the appropriate invoices.

Section 10.5 Survival. The agreements, representations and warranties of Landlord and Tenant respectively in this Article 10 shall survive the expiration or early termination of this Lease.

ARTICLE 11 - ASSIGNMENTS AND TRANSFERS

Section 11.1 Consent Required. Except as expressly provided herein (including, without limitation, with regard to any Leasehold Mortgages), Tenant shall not, without the prior written consent of Landlord and Investor, assign, transfer or otherwise convey this Lease or any interest therein or in the Demised Premises (a "Transfer"). Any attempted Transfer by Tenant without such consents, except for a transfer to Landlord, will be null and void.

Section 11.2 Subsequent Assignment. In cases where Landlord's consent is required, Landlord's consent to one Transfer will not waive the requirement of its consent to any subsequent Transfer.

Section 11.3 Request for Consent. If Tenant requests Landlord's consent to a specific Transfer, Tenant shall provide to Landlord such information as may reasonably be required by Landlord and any Leasehold Mortgagee (as such term is defined in Section 12) or other similarly situated interested mortgagee, lender or governmental authority, as applicable.

Section 11.4 Transfer by Tenant. It shall be deemed to be a Transfer requiring the consents set forth in Section 11.1 above in the event of any attempt by Tenant to (a) demolish all or any material portion of the Demised Premises, or (b) make or permit any voluntary or involuntary, total or partial, sale, lease, assignment, conveyance, mortgage, pledge, hypothecation, encumbrance, or other transfer of any or all of the Demised Premises, other than with prior written consent of Landlord, which Landlord consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding anything in this Lease to the contrary, by its execution of this Lease, Landlord shall be deemed to have consented to (i) a lease of any unit or dwelling located at the Demised Premises, (ii) the execution, delivery and recordation of any Leasehold Mortgage (as such term is defined in Section 12), and the lien created thereby subject to Landlord's review of the same to determine if such consent will be reasonably withheld pursuant to Section 12.1 herein, (iii) the transfer by foreclosure or deed or assignment in lieu thereof (or any leasehold equivalent thereof) pursuant to a mortgage of the Demised Premises (including the Leasehold Mortgages), and (iv) normal uses associated with the operation of the Demised Premises.

Notwithstanding anything to the contrary set forth in this Lease, (A) any transfer of a general partner, limited partner or membership interest, as applicable and as the case may be, in Tenant in accordance with the terms of the Operating/Partnership Agreement, (B) any transfer, in whole or in part, of the Demised Premises in accordance with the Operating/Partnership Agreement, (C) any transfer permitted hereunder or under the ELIHC, any regulatory agreement or declaration of restrictive covenants between the Connecticut Housing Finance Authority, State of Connecticut, Department of Housing and Tenant, (D) any transfer in the ordinary course of business including, without limitation, any residential lease and utility and access easement, and any right of first refusal under Section 42(i)(7) of the Internal Revenue Code (the "Code") or (E) any transfer otherwise given to Tenant or any member/partner thereof shall be a permitted Transfer hereunder and shall not require the Landlord's consent. Further notwithstanding anything to the contrary herein, during the term of this Lease, the Landlord shall not transfer, encumber or otherwise dispose of the Demised Premises or any interest therein without the prior written consent of the Tenant, the Investor and any Leasehold Mortgagee, not to be unreasonably withheld, delayed or conditioned, and to not be withheld; provided that (A) any proposed encumbrancer/mortgagee of the fee interest of Landlord agrees such mortgage shall be subordinated to this Lease by written instrument reasonably acceptable to all Leasehold Mortgagees to be recorded on the Land Records of the Town.; (B) and with respect to any transfer or other disposition of Landlord's interest in or regarding the Demised Premises, such transfer or disposition will not affect any tax exemption or abatement, or the continued receipt by Tenant of any Project operating subsidies or any Project funding or financing.

ARTICLE 12 - LEASEHOLD FINANCING

Section 12.1 Right to Mortgage. Future leasehold mortgages of the Demised Premises shall be subject to the prior written approval of Landlord, which approval shall not be unreasonably withheld, delayed or conditioned. In no event shall Landlord ever be required to execute any such mortgage, or any note secured thereby or any other obligation securing any such note (unless expressly done so through a separate written instrument), or to subordinate Landlord's fee interest in the Demised Premises or any portion thereof to the lien of any such mortgage (or to the lien of any approved Leasehold Mortgages as of the date hereof). The leasehold mortgages held by leasehold mortgagee(s) (each, a "Leasehold Mortgage" or collectively "Leasehold Mortgages") as of the date hereof are listed on Exhibit 12.1 attached hereto and incorporated herein (individually, and together with any future leasehold mortgages approved by Landlord as provided above, a "Leasehold Mortgage" or collectively, "Leasehold Mortgages"). Landlord hereby acknowledges and approves the Leasehold Mortgages set forth on Exhibit 12.1. If a Leasehold Mortgagee or its assigns becomes the holder of Tenant's leasehold interest under this Lease by foreclosure or by an assignment in lieu of foreclosure, the liability of the Leasehold Mortgagee and its assigns shall be limited to its respective interests in the leasehold estate established under its Leasehold Mortgage and this Lease.

Section 12.2 Consent Required for Termination and Amendments. No cancellation, termination, surrender or modification of this Lease by agreement between Landlord and Tenant and no exercise by Tenant of the right to treat this Lease as terminated in the event of the Landlord's bankruptcy under Section 365(h)(A)(i) of Chapter 11 of the U.S. Bankruptcy Code or any successor statute shall be effective as to any Leasehold Mortgagee unless consented to in writing by such Leasehold Mortgagee (and Investor). Any exercise of the above rights by Tenant

without the prior written consent of any Leasehold Mortgagee or the Investor shall be void at the option of such Leasehold Mortgagee or Investor. It shall be deemed to be a reasonable condition of the granting of consent by a Leasehold Mortgagee or the Investor to require the provision of a new lease as provided in Section 12.10 hereof.

Section 12.3 Default Notice. Landlord, upon providing Tenant and Investor with any notice of default under this Lease, shall at the same time provide a copy of such notice to every Leasehold Mortgagee of whom it has knowledge pursuant to notice from Tenant or pursuant to Section 19.9. Any such notice shall not be effective unless a copy is given to each Leasehold Mortgagee pursuant to this Section 12.3. From and after the date on which such notice has been given to a Leasehold Mortgagee, such Leasehold Mortgagee shall, during the same time period after the giving of such notice upon it as is given Tenant after the giving of such notice to Tenant plus such additional time (but not less than sixty (60) days) as may be reasonably required to remedy or commence to remedy such default, have the option (but not the obligation) to remedy any default or cause the same to be remedied, and Landlord may not exercise any right to terminate this Lease during such period and thereafter if the Leasehold Mortgagee has cured such default or while the Leasehold Mortgagee is proceeding to cure such default. Landlord shall accept such payment or performance by or at the instigation of such Leasehold Mortgagee as if the same had been done by Tenant. Tenant authorizes any and each Leasehold Mortgagee to take any such action at such Leasehold Mortgagee's option and does hereby authorize entry upon the Demised Premises by the Leasehold Mortgagee for such purpose. Landlord shall have no right to terminate this Lease for any default which by its nature cannot be performed or cured by any person other than the then Tenant which has defaulted, that is any default not reasonably susceptible to be cured by a Leasehold Mortgagee or a subsequent owner of the leasehold estate of the Demised Premises (individually, an "Incurable Lease Default" and collectively, "Incurable Lease Defaults"); except with the prior written consent of the Investor or any Leasehold Mortgagee.

Section 12.4 Notice to Leasehold Mortgagee. Anything contained in this Lease to the contrary notwithstanding, if any default shall occur which entitles Landlord to terminate this Lease, Landlord shall have no right to terminate this Lease except in accordance with the provisions of this Lease, including Section 18.3 hereof. Notices to each and every Leasehold Mortgagee shall be given in accordance with Section 19.9.

Section 12.5 Assumption of Tenant's Obligations. For purposes of this Article 12, the making of the Leasehold Mortgage to a Leasehold Mortgagee shall not be deemed to constitute a Transfer of this Lease or Tenant's interest created hereby, nor shall any Leasehold Mortgagee, as such, be deemed to be an assignee or transferee of this Lease or of Tenant's interests under this Lease so as to require such Leasehold Mortgagee, as such, to assume the performance of any of the terms, covenants or conditions on the part of Tenant to be performed hereunder, but a Leasehold Mortgagee or its nominee may become the holder of Tenant's leasehold estate and succeed to Tenant's interest in this Lease by foreclosure of its Leasehold Mortgage or as a result of the assignment of this Lease in lieu of foreclosure, and any purchaser at any sale of Tenant's interest under this Lease in any proceeding for the foreclosure of any mortgage or the assignee or transferee of Tenant's interest in this Lease under any instrument of assignment or transfer in lieu of the foreclosure of any mortgage shall be deemed to be an assignee or transferee approved by Landlord and shall be deemed to have agreed to perform all of the terms, covenants and conditions

on the part of Tenant to be performed hereunder, but only for so long as such Leasehold Mortgagee, its nominee or purchaser or assignee is the owner of Tenant's interest in this Lease.

Section 12.6 Time to Obtain Possession. Landlord agrees that, in the event of a default which cannot be cured by a Leasehold Mortgagee without obtaining possession of the Demised Premises, Landlord will not terminate this Lease for a default by Tenant without first giving to the Leasehold Mortgagee reasonable time within which to obtain possession of the Demised Premises, including possession by a receiver, or to institute and complete foreclosure proceedings or otherwise acquire Tenant's leasehold interest in the Demised Premises with diligence and without unreasonable delay (giving effect to force majeure events and any stay under applicable law while in effect). A reasonable time shall mean not in excess of such reasonable time as with due diligence is required to obtain possession or to prosecute and complete foreclosure proceedings. Landlord agrees that upon acquisition of Tenant's leasehold interest in the Demised Premises by a Leasehold Mortgagee and performance by the Leasehold Mortgagee of all covenants and agreements of Tenant except Incurable Lease Defaults, Landlord's right to terminate this Lease shall be waived with respect to the matters which have been cured by the Leasehold Mortgagee and with respect to the Incurable Lease Defaults. Notwithstanding anything in this Lease to the contrary, Landlord retains the right to pursue an injunction, specific performance or monetary damages only in the event of a Lease Default; subject, however, to any notice, cure or other rights inuring to any Leasehold Mortgagee or Investor as set forth in this Lease and; provided that, none of these specific remedies sought to be exercised or in fact exercised may result in the termination of this Lease or the eviction and removal of Tenant during the Term (unless otherwise previously and expressly agreed to, in writing, by any Leasehold Mortgagee or Investor).

No Merger. So long as any Leasehold Mortgage is in existence, unless all Leasehold Mortgagee(s) shall otherwise expressly consent in writing, the fee title to the Demised Premises and the leasehold estate of Tenant therein shall not merge by operation of law but shall remain separate and distinct, notwithstanding the acquisition of said fee title and said leasehold estate by any single owner, other than by termination of this Lease by Landlord in compliance with the provisions of this Article 12.

Section 12.7 Landlord's Fee to Remain Unsubordinated. Landlord and Tenant expressly acknowledge and agree that Landlord shall have no obligation under this Lease or otherwise to subordinate the fee title of Landlord in the Demised Premises or any rights of Landlord in this Lease to the leasehold estate of Tenant created by this Lease or to join any such mortgage or encumbrance or otherwise in any manner that would subordinate the fee title of Landlord in and to the Demised Premises or the interest of Landlord under this Lease. Landlord agrees that (a) it shall cause any mortgage encumbering its fee interest in the Demised Premises as of the Commencement Date to be subject and subordinate to this Lease by written instrument reasonably acceptable to all Leasehold Mortgagees at that time and recorded on the Land Records of the Town; and (b) it shall not grant any mortgage encumbering its fee interest in the Demised Premises without any such mortgage being subordinated to this Lease by written instrument reasonably acceptable to all Leasehold Mortgagees to be recorded on the Land Records of the Town. Tenant shall not be required to subordinate its leasehold interest and its interests in any, if any, subleases and sub rents to an existing or subsequent mortgage of the fee granted by Landlord.

Section 12.8 Sale of Demised Premises. In the event of any sale or conveyance of the Demised Premises by Landlord during the Term hereof, any such sale or conveyance of all or any part of the Demised Premises shall be subject to this Lease and all of the provisions hereof.

Section 12.9 Leasehold Mortgagee's Right to New Lease. In the event of the termination of this Lease prior to this Lease's expiration date for any reason (except pursuant to Article 17 hereof), Landlord agrees that it will enter into a new lease of the Demised Premises with any Leasehold Mortgagee or, if the Leasehold Mortgagee shall so specify, with an entity formed by or on behalf of the Leasehold Mortgagee or its nominee, for a period equal to the remainder of the Term, which is effective as of the date of such termination, at the Base Rent and Additional Rent (as such term is defined in Section 18.1) and upon the covenants, agreements, terms, provisions and limitations herein contained; provided further, however, the Leasehold Mortgagee or such nominee makes written request upon Landlord for such new lease within ninety (90) days from the date of notice of such termination. If Landlord receives more than one written request for a new lease in accordance with the provisions of this Section 12.10, then such new lease shall be entered into pursuant to the request of the First Priority Leasehold Mortgagee (as identified in Exhibit 12.1), and the rights hereunder of any leasehold mortgagee whose permitted mortgage is subordinate to the First Priority Leasehold Mortgage shall be null and void and of no further force and effect. If the First Priority Leasehold Mortgagee no longer has an outstanding First Priority Leasehold Mortgage recorded with the Land Records of the Town, then the new lease request shall be entered into pursuant to the request of the Leasehold Mortgagee then having first priority.

Any new lease made pursuant to this Section 12.10 shall be and remain an encumbrance on the fee title to the Demised Premises having the same priority thereon as this Lease and shall without implied limitation be and remain prior to any mortgage or any lien, charge or encumbrance of the fee of the Demised Premises created by Landlord.

Section 12.10 No Personal Liability. Pursuant to Section 12.1 above, no Leasehold Mortgagee, any successor or assignee thereof, or any successful bidder and purchaser at any sale of Tenant's interest under this Lease in any foreclosure proceeding shall have any liability under this Lease because of its interest in the Lease by virtue of same, unless and until said Leasehold Mortgagee, any successor or assignee thereof, or any such bidder and purchaser becomes the "Tenant" under and assumes this Lease and then only while it is the "Tenant" hereunder.

Section 12.11 No Amendment. Except as may be expressly otherwise provided herein, this Lease shall not be modified or surrendered to Landlord or canceled by Tenant, nor shall Landlord accept a surrender of this Lease without the prior written consent of all Leasehold Mortgagees.

ARTICLE 13 – REHABILITATION/CONSTRUCTION

Section 13.1 Demised Premises. As described herein, upon the Commencement Date the Tenant shall assume all responsibility for the Demised Premises. Any Improvements owned or to be owned by Tenant, constructed, improved, or otherwise to be made or constructed upon the Demised Premises will be as generally described on Exhibit 13.1.

Section 13.2 Project-based Rental Subsidies. As part of any financing plan to recapitalize the Demised Premises and fund any initial improvements to be constructed thereupon, the Tenant may secure certain project-based rental subsidies, in order to support the cash flow for the Demised Premises and to achieve the income targeting goals required herein (including ten (10) project-based subsidies for adults with intellectual disabilities). The Tenant is also permitted in advance of any future program of modernization, to pursue such additional project-based rental subsidies should they become needed and as may be available. Any agreement(s) for project-based rental subsidies must be consistent with this Lease. Any requirement not in conformance with this Lease requires review and approval by the Landlord.

Section 13.3 Compliance with Laws. The Demised Premises shall be developed and constructed in good and workmanlike manner and in accordance with the requirements of all applicable laws, ordinances, codes, orders, rules and regulations of all governmental authorities, agencies or departments having jurisdiction over all improvements to be constructed upon said Demised Premises, including, insofar as applicable, Landlord, any state or federal governmental entity providing grants or loans to the project, to be known as 2600 Main Street (the “Project”)[‡], to be thereupon constructed comprising the Improvements, and the Town.

Section 13.4 Approvals Permits and Licenses. Tenant shall apply for, assume all costs of and prosecute, with reasonable diligence, all necessary approvals, permits and licenses required for the rehabilitation, use, operation and occupation of the Demised Premises in respect to the Project. Landlord agrees to cooperate with and publicly support Tenant’s efforts to obtain such permits and licenses. If required, Landlord shall consent and allow Tenant to apply for and prosecute, with reasonable diligence, any additional approvals, permits and licenses required for any future rehabilitation, use, operation, and occupation of any and all improvements to be constructed upon the Land, at Tenant’s sole cost and expense, subsequent to the completion of the Project.

Section 13.5 Ownership of Improvements. Landlord and Tenant acknowledge and agree that during the entire Term, Tenant shall be the owner of any additional improvements, as well as the Improvements, made or located upon the Land, and as such, Tenant shall be entitled to all depreciation deductions or other benefits for income tax purposes relating to such improvements. At the expiration of the Term by the passage of time or otherwise, indefeasible fee simple title in and to all such improvements, including the Improvements, shall automatically vest in Landlord.

ARTICLE 14 – MAINTENANCE AND REPAIR

Section 14.1 Tenant’s Obligations. Tenant will, at its sole cost and expense (as a portion of Operating Expenses), maintain the Demised Premises both residential and any, if any, non-residential, components, aspects or portions of same, reasonable wear and tear and fire and casualty excepted, and make repairs, restorations, and replacements to the Demised Premises, including without limitation, the heating, ventilating, air conditioning, electrical, mechanical and plumbing systems, building envelope, site, roof, interior walls, and foundations, and the fixtures

[‡] Note, likely a different name ultimately to be used for this project.

and appurtenances to the Demised Premises as and when needed to preserve them in good working order and condition, and regardless of whether the repairs, restorations, and replacements are ordinary or extraordinary, foreseeable or unforeseeable, capital or non-capital, or the fault or not the fault of Tenant, its agents, employees, invitees, visitors, and contractors. All such repairs, restorations, and replacements will be in quality and class, as elected by Tenant, either equal to the original work or installations, or otherwise consistent with the standard then applicable to residential apartment projects within the geographical area of all improvements at such time, but in no event of less quality or class than the original work or installations.

ARTICLE 15- ALTERATIONS

Section 15.1 Non-Structural and Structural Alterations. Tenant may make any non-structural or structural alterations, additions, or improvements to the Demised Premises, without Landlord's prior written consent; provided that, provided the same complies with all applicable laws and all other terms of this Lease.

Section 15.2 No Liens. Tenant shall not have any right, authority or power to bind Landlord, the Demised Premises (other than a Leasehold Mortgage) or any other interest of Landlord in the Demised Premises and will pay or cause to be paid all costs and charges for work done by it or caused to be done by it, in or to the Demised Premises, for any claim for labor or material or for any other charge or expense, lien or security interest incurred in connection with the development, construction or operation of the Demised Premises or any change, alteration or addition thereto. Any lien that is not released or bonded over within sixty (60) days after the filing thereof shall constitute an Event of Default under Section 18.2. Landlord shall have the right, after written notice to Tenant and a reasonable opportunity to cure, in Tenant's name to remove any and all such liens against the Demised Premises, and to defend any action against the same, and Tenant shall reimburse Landlord for the cost of such removal, the costs of defending the same, including, but not limited to, reasonable attorneys' fees in connection therewith.

ARTICLE 16 – SURRENDER

Section 16.1 Expiration of Term. At the end of the Term of this Lease (whether upon the expiration or other termination), Tenant will surrender the Demised Premises, in its "as-is" condition, provided that Tenant has maintained the Demised Premises, (including without limitation any required casualty/condemnation restoration) pursuant to the terms of this Lease, as well as executing an assignment of any, if any, then third party contracts and leases or subleases and at the time of such surrender Tenant shall not remove any fixtures or equipment installed in the Demised Premises.

ARTICLE 17- CASUALTY: CONDEMNATION

Section 17.1 Restoration, Casualty, or Condemnation. If any act or occurrence of any kind or nature (including any taking by condemnation or any casualty) shall result in damage to or loss or destruction of the Demised Premises, in whole or in part, and without diminution of any obligation of Tenant in respect thereof under the approved Leasehold Mortgages, Tenant, to the extent of insurance proceeds or condemnation proceeds made available by advance of such proceeds as any Leasehold Mortgagee may agree to make and other funds, if any (together,

“Proceeds”) permit, shall promptly cause the restoration, reconstruction, and/or repair of the Demised Premises as nearly as possible to its value, condition and character immediately prior to such taking or casualty (together such restoration, etc. to such value, etc., “Restoration”).

Further, subject to Section 17.2, Landlord shall make available its share of any condemnation proceeds to make such Restoration.

Section 17.2 Condemnation. If at any time during the Term of this Lease there shall be a taking (including a temporary taking of more than five (5) years) of the whole or substantially all of the Demised Premises, this Lease shall terminate and expire on the date of such taking and the Rent hereunder shall be paid to the date of such Taking but Tenant shall not be entitled to recoup any portion of the lump sum payment made at the commencement of this Lease. For the purpose of this Section 17.2, “substantially all of the Demised Premises” shall be deemed to have been taken if the remaining part of the Demised Premises shall be insufficient for the restoration of the Improvements such as to allow the economic and feasible operation thereof by Tenant, or access thereto. If there is a taking resulting in the termination of this Lease as above provided, the rights of the parties with respect to the award shall be as follows, each to the extent there are sufficient proceeds, unless there is an agreement among the parties providing otherwise:

- (a) First, to the payment of the costs, fees and expenses incurred by the parties in connection with the collection of the award;
- (b) Second, the First Priority Leasehold Mortgagee shall receive an amount equal to the then outstanding balance due to it, including principal and unpaid interest;
- (c) Third, the Junior Leasehold Mortgagees (as defined in Exhibit 12.1) shall receive an amount equal to the then outstanding balance of the outstanding balances due to them pro rata based on the respective amounts due to them;
- (d) Fourth, Landlord shall receive an amount equal to the then appraised value of the portion of the Land taken (taking into account the fact that the Land is or was subject to this Lease);
- (e) Fifth, Tenant shall receive an amount equal to the balance, if any, of the value of its leasehold estate following the payment to the First Priority Leasehold Mortgagee under clause Second above and the payments to the Junior Leasehold Mortgages under clause Fourth above; and
- (f) Sixth, any remaining proceeds (the “Remaining Proceeds”) shall be divided between Landlord and Tenant in the ratio which the then-value of the Landlord’s interest in the Demised Premises bears to the then-value of Tenant’s leasehold interest in the Demised Premises for the remainder of the Term, determined, in each case, in accordance with generally accepted appraisal principles.

ARTICLE 18 - DEFAULT; REMEDIES

Section 18.1 Landlord's Right to Perform.

- (a) Landlord's Option. If Tenant fails to pay when due amounts payable under this Lease or to perform any of its other obligations under this Lease within the time permitted for its performance, then Landlord, after thirty (30) days' prior written notice to Tenant and without waiving any of its rights under this Lease, may (but will not be required to) pay such amount or perform such obligation.

- (b) Additional Rent. All amounts so paid by Landlord and all reasonable out-of-pocket costs and expenses including legal fees, incurred by Landlord in connection with the performance of any such obligations will be payable by Tenant to Landlord within thirty (30) days after demand therefor and shall constitute additional rent ("Additional Rent") with interest thereon at the rate of twelve percent (12%) per annum from the date of Landlord's having made each such payment or incurred each such cost or expense, and shall be payable by Tenant to Landlord. Landlord shall provide Tenant with invoices and other reasonable evidence of the amounts paid or incurred by Landlord in connection with its exercise of its rights pursuant to this Article.

- (c) Notwithstanding anything to the contrary contained in this Lease, Landlord agrees that any time during the period between the Commencement Date and the date that is the later of (i) the expiration of the applicable fifteen (15) year tax credit compliance period and the extended use period as set forth in Section 42 of the Code, and (ii) the party identified in Article 2 as the Investor (or their affiliate as defined in the Operating/Partnership Agreement) no longer being a limited partner in Tenant (the "Standstill Period"), Landlord shall not exercise any of its remedies under this Lease or seek to terminate this Lease or evict and remove Tenant of its possession of the Demised Premises without the prior written consent of the Investor. Notwithstanding anything in this Lease to the contrary, Landlord retains the right to pursue an injunction, specific performance or monetary damages only in the event of a Lease Default; subject, however, to any notice, cure or other rights inuring to any Leasehold Mortgagee or Investor as set forth in this Lease and; provided that, none of these specific remedies sought to be exercised or in fact exercised may result in the termination of this Lease or the eviction and removal of Tenant during the Term (unless otherwise previously and expressly agreed to, in writing, by any Leasehold Mortgagee or Investor).

Section 18.2 Event of Default. At the option of Landlord, the occurrence of any of the following events shall constitute an "Event of Default" by Tenant

- (a) Tenant defaults in the due and punctual payment of any Additional Rent, and such default continues for thirty (30) days after written notice from Landlord;
- (b) Tenant vacates or abandons the Demised Premises for a period of more than thirty (30) consecutive days;
- (c) This Lease or the Demised Premises or any part of the Demised Premises is taken upon execution or by other process of law directed against Tenant, or are taken upon or subjected to any attachment by any creditor of Tenant or claimant against Tenant, and such attachment is not discharged or bonded within thirty (60) days after its levy;
- (d) Tenant makes any assignment in violation of this Lease which is not cured within thirty (60) days after notice thereof to Tenant;
- (e) A lien is placed on the Demised Premises that is not released or bonded over within ninety (90) days after the filing thereof; or
- (f) Subject to Section 18.4 with respect to any Operational Default (as defined herein), the failure by Tenant to observe or perform any other provision of this Lease to be observed or performed by Tenant other than those described in Sections 18.2(a) through 18.2(e) above, if such failure continues for thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of the default is such that it cannot be cured within such thirty (30) day period, no default shall be deemed to exist if Tenant commences the curing of the default promptly within such thirty (30) day period and thereafter diligently prosecutes the same to completion. The thirty (30) day notice described herein shall be in lieu of and not in addition to, any notice required under law now or hereafter in effect requiring that notice of default be given prior to the commencement of an unlawful detainer or other legal proceeding. Notwithstanding the foregoing, a notice of intent to cancel insurance coverage by an insurer shall be an Event of Default for which there shall be a fifteen (15) day cure period.

Section 18.3 Landlord's Right to Terminate upon Tenant Default. Subject to the rights of any Leasehold Mortgagee under Article 12 and the Investor under Section 18.1(c), in the event of any default by Tenant as provided in Section 18.2 above, Landlord shall have the right without further notice or demand to Tenant except as provided in Section 18.1(c) and Section 18.2 (Tenant hereby irrevocably waiving all notices and demands except as provided in Section 18.2, statutory or otherwise), to terminate this Lease and Tenant's right to possession of the Demised Premises without terminating Tenant's liabilities under this Lease, and Landlord shall be entitled to receive from Tenant such amounts as may be permitted from time to time by applicable law. Notwithstanding anything herein to the contrary, subject to Section 18.1 (c), if an Event of Default occurs under this Lease as a result of a bankruptcy filing by or against Tenant, the Landlord may terminate the Tenant's interest in this Lease and the Demised Premises while maintaining the

existence of the Lease itself with the applicable Leasehold Mortgagee (at its option) acting as tenant.

Section 18.4 Operational Default. Notwithstanding anything herein to the contrary, but subject to Section 18.1 (c), the following shall apply to any failure by Tenant to observe or perform any provision of this Lease which would constitute an Event of Default under Section 18.2(f) hereof if not cured within the time period specified therein:

- (a) Upon a determination by Landlord that Tenant has failed to observe or perform any provision of this Lease in a manner which results in a failure to comply with any obligations to operate the property in a manner consistent with the requirements of this Lease (an “Operational Default”), Landlord shall notify Tenant of (i) the nature of the Operational Default, (ii) the actions required to be taken by Tenant in order to cure the Operational Default, and (iii) the time (a minimum of thirty (30) days or such additional time period as may be reasonable under the circumstances but in no event longer than ninety (90) days), within which Tenant shall respond with reasonable evidence to Landlord that all such required actions have been or are being taken. Operational Default shall include, without limitation, if Tenant uses the Demised Premises for uses other than the permitted use provided for in Section 9.1 herein, which default is not cured within thirty (30) days after notice thereof to Tenant.
- (b) If Tenant, Tenant’s management agent, or the Leasehold Mortgagee (if applicable) shall have failed to respond or take the appropriate corrective action with respect to an Operational Default to the reasonable satisfaction of Landlord within the applicable time period, then Landlord shall have the right to seek appropriate equitable remedies (such as specific performance, injunctive relief, or the appointment of a receiver to take over and operate the Property).
- (c) In addition to and not in limitation of the foregoing, if Landlord shall determine that an Operational Default shall have occurred by reason of a default by Tenant’s management agent, and that corrective action to the reasonable satisfaction of Landlord within the applicable cure period has not been taken, then Landlord may require Tenant to take such actions as are necessary in order to terminate the appointment of management agent pursuant to the terms of the management agreement and to appoint a successor management agent of the Demised Premises, subject to any requirements of any Leasehold Mortgagee or the Investor.

Further, the Investor shall have the right, but not the obligation, to cure any all defaults hereunder, including, without limitation, any Operational Defaults, on behalf of Tenant. The Landlord shall accept any cure tendered by Investor, as though it came directly from Tenant.

Section 18.5 Excusable Delays. Tenant’s rights hereunder shall not be terminated, and Tenant shall not be in default hereunder if a delay in Tenant’s performance of its obligations

hereunder arises from causes beyond the reasonable control and without the fault or negligence of Tenant. Examples of such causes include (a) acts of God or public enemy, (b) acts or failure to act of Landlord, or other governmental entity in either its sovereign or contractual capacity, (c) acts or failure to act of another contractor in the performance of a contract with Landlord, which delays are not attributable to the failure of Landlord to satisfy its obligations to the same, (d) fires, (e) floods, (f) epidemics or pandemics, (g) quarantine restrictions, (h) strikes or labor disputes, (i) freight embargoes, (j) unusually severe weather, (k) delays of subcontractors or suppliers at any tier arising from causes beyond the reasonable control and without the fault or negligence of both Tenant and the subcontractors or suppliers, (l) delays caused by litigation that is not within the reasonable control of Tenant or those whom Tenant controls, (m) unusual disruptions in financial markets, (n) and impediments to performances caused by changes in applicable federal and state statutes or levels of appropriated funds that support the operations of the Demised Premises.

ARTICLE 19- MISCELLANEOUS

Section 19.1 No Brokers. Neither Landlord nor Tenant has dealt with any broker or finder with regard to the Demised Premises or this Lease. Both Landlord and Tenant will indemnify, defend and hold the other harmless from and against any loss, liability and expense (including attorneys' fees and court costs) arising out of claims for fees or commissions in connection with this Lease.

Section 19.2 Recordation. Landlord and Tenant shall record a Memorandum of this Lease in the Land Records of the Town. At the expiration of the Term, this Lease and the notice of lease recorded on the Land Records of the Town shall be and are automatically released upon the expiration of the Term.

Section 19.3 No Waiver. No waiver of any condition or agreement in this Lease by either Landlord or Tenant will imply or constitute a further waiver by such party of the same or any other condition or agreement. No act or thing done by Landlord or Landlord's agents during the Term will be deemed an acceptance of a surrender of the Demised Premises, and no agreement to accept such surrender will be valid unless in writing signed by Landlord. No payment by Tenant, or receipt from Landlord, of a lesser amount than the Additional Rent, or other charges or fees due as stipulated in this Lease will be deemed to be anything other than a payment on account of the same, and to the earliest due of the same. No endorsement or statement on any check, or any letter accompanying any check or payment as Rent, will be deemed an accord and satisfaction. Landlord will accept such check for payment without prejudice to Landlord's right to recover the balance of such Rent or to pursue any other remedy available to Landlord. If this Lease is assigned, or if the Demised Premises or any part of the Demised Premises is sublet or occupied by anyone other than Tenant, except as provided in Section 4.1(b), Landlord may collect rent from the assignee, subtenant, or occupant and apply the net amount collected to the Rent reserved in this Lease. No such collection will be deemed a waiver of the covenant in this Lease against assignment and subletting, or the acceptance of the assignee, subtenant, or occupant as Tenant, or a release of Tenant from the complete performance by Tenant of its covenants in this Lease.

Section 19.4 Joint and Several Liability. If Tenant or Landlord is composed of more than one signatory to this Lease, each party will be jointly and severally liable with each other party for payment and performance according to this Lease.

Section 19.5 Captions, Exhibits, Gender, Etc. The captions are inserted in this Lease only for convenience of reference and do not define, limit, or describe the scope or intent of any provisions of this Lease. The exhibits to this Lease are incorporated into this Lease and are a part hereof. Unless the context clearly requires otherwise, the singular includes the plural, and vice versa, and the masculine, feminine, and neuter adjectives include one another.

Section 19.6 Entire Agreement. This Lease, including all attached exhibits, contains the entire agreement between Landlord and Tenant with respect to its subject matter. Except for those which are specifically set forth in this Lease, no representations, warranties, or agreements have been made by Landlord or Tenant to one another with respect to this Lease. In the event of any inconsistency between this Lease and the documents executed in connection with any Leasehold Mortgage with Landlord acting as the Leasehold Mortgagee, this Lease shall control.

Section 19.7 Amendment. This Lease can be amended only by a written document agreed to and signed by Landlord and Tenant (subject to the rights of any Leasehold Mortgagee or right created by acceptance of a governmental grant or loan, as applicable) and consented to, in writing, by Investor, the approval of which both Landlord and Tenant mutually agree not to unreasonably withhold, delay or condition. In addition, this Lease shall not be amended in any material respect without the prior written approval of Landlord to the extent such approval may be required. No amendment shall impair the obligations of Tenant to develop and operate the Demised Premises.

Section 19.8 Severability. If any provision of this Lease is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Lease will not be affected and shall continue in full force and effect; and in lieu of each provision found to be illegal, invalid, or unenforceable, there will be added to this Lease a provision as similar to such illegal, invalid, or unenforceable provision as may be possible.

Section 19.9 Notices. Any notice, request, demand, consent, approval, or other communication required or permitted under this Lease shall be in writing and shall be deemed given when received, if (i) delivered by hand, (ii) sent by registered or certified mail, return receipt requested, (iii) sent by recognized overnight delivery service such as Federal Express, or (iv) transmitted by facsimile or electronic mail, provided a copy of such notice is also sent simultaneously in the manner provided for in (i), (ii), or (iii) above, addressed as follows:

If to Tenant: [_____]
c/o Mutual Housing Association of Southwestern
Connecticut, Inc.
1235 Huntington Turnpike
Trumbull, Connecticut 06611
Attn:.
Email:

with copies to: James M. Scaramozza, Esq.
Hoopes Morganthaler Rausch & Scaramozza LLC
CityPlace II – 185 Asylum Street
Hartford, Connecticut 06103

Email: jscaramozza@hmrslaw.com

If to Landlord:

Stratford United Methodist Church
2600 Main Street
Stratford, Connecticut 06615
Attn:
Email:

with copies to:

_____, Esq.
[_____] _____
_____, Connecticut 06____
Email:

And copies also to:

[Investor]

_____, _____
Attn: _____

With a further copy to:

[_____] _____
_____, _____
Attention:
Email:

Connecticut Housing Finance Authority
999 West Street
Rocky Hill, Connecticut 06067
Attention:

Department of Housing
505 Hudson Street
Hartford, Connecticut 06106-7106
Attn: Commissioner of Housing

With a further copy to:

[_____] _____
_____, Connecticut 06____
Attention: _____, Esq.

Assistant Attorney General - Housing

165 Capitol Avenue
Hartford, Connecticut 06106

A party may change its address by giving written notice to the other party as specified herein.

Section 19.10 Litigation Fees. Tenant shall be liable for the reasonable and actual legal expenses of Landlord in connection with any collection of Additional Rent or other impositions owed under this Lease, the remedying of any default under this Lease, or any termination of this Lease where such collection, remedying or termination results from an Event of Default. Payment of any litigation cost or expense shall be determined by applicable state and federal law.

Section 19.11 Waiver of Jury Trial/Prejudgment Remedy, Redemption, Counterclaim and Jury Trial. TENANT, FOR ITSELF AND FOR ALL PERSONS CLAIMING THROUGH OR UNDER IT, HEREBY ACKNOWLEDGES THAT THIS LEASE CONSTITUTES A COMMERCIAL TRANSACTION AS SUCH TERM IS USED AND DEFINED IN CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES, SEC. 52-278a et seq., AND HEREBY EXPRESSLY WAIVES ANY AND ALL RIGHTS WHICH ARE OR MAY BE CONFERRED UPON TENANT BY SAID STATUTE TO ANY NOTICE OR HEARING PRIOR TO A PRE-JUDGMENT REMEDY. TENANT FURTHER EXPRESSLY WAIVES ANY AND ALL RIGHTS WHICH ARE OR MAY BE CONFERRED UPON TENANT BY ANY PRESENT OR FUTURE LAW TO REDEEM THE SAID PREMISES, OR TO ANY NEW TRIAL IN ANY ACTION OF EJECTION UNDER ANY PROVISION OF LAW, AFTER RE-ENTRY THEREUPON, OR UPON ANY PART THEREOF, BY LANDLORD, OR AFTER ANY WARRANT TO DISPOSSESS OR JUDGMENT IN EJECTION. IF LANDLORD SHALL ACQUIRE POSSESSION OF THE SAID PREMISES BY SUMMARY PROCEEDINGS, OR IN ANY OTHER LAWFUL MANNER WITHOUT JUDICIAL PROCEEDINGS, IT SHALL BE DEEMED A RE-ENTRY WITHIN THE MEANING OF THAT WORD AS USED IN THIS LEASE. IN THE EVENT LANDLORD COMMENCES ANY SUMMARY PROCEEDINGS OR ACTION FOR NONPAYMENT OF RENT OR OTHER CHARGES PROVIDED FOR IN THIS LEASE, TENANT SHALL NOT INTERPOSE ANY COUNTERCLAIM OF ANY NATURE OR DESCRIPTION IN ANY SUCH PROCEEDINGS OR ACTION. TENANT AND LANDLORD BOTH WAIVE A TRIAL BY JURY OF ANY OR ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN THE PARTIES HERETO OR THEIR SUCCESSORS, UNDER OR CONNECTED WITH THIS LEASE, OR ANY OF ITS PROVISIONS.

Section 19.12 Governing Law and Venue. This Lease will be governed by and construed in accordance with the internal laws of the State of Connecticut, without regard to principles of conflicts of laws.

Section 19.13 Binding Effect. This Lease will inure to the benefit of, and will be binding upon, Landlord's successors and assigns except as otherwise provided in this Lease. This Lease will inure to the benefit of; and will be binding upon, Tenant's successors and assigns so long as the succession or assignment is permitted pursuant to the terms of this Lease.

Section 19.14 Cumulative Rights. Except as expressly limited by the terms of this Lease, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

Section 19.15 Non-Merger. Except upon expiration of the Term or upon termination of this Lease pursuant to an express right of termination set forth herein, there shall be no merger of either this Lease or Tenant's estate created hereunder with the fee estate of the Landlord relevant to the Demised Premises or any part thereof by reason of the fact that the same person may acquire, own or hold, directly or indirectly, (x) this Lease, Tenant's estate created hereunder or any interest in this Lease or Tenant's estate, and (y) the fee estate in the Demised Premises or any part thereof or any interest in such fee estate, unless and until all persons, including any assignee of Landlord, having an interest in (1) this Lease or Tenant's estate created hereunder, and (2) the fee estate in the Demised Premises or any part thereof shall join in a written instrument effecting such merger and shall duly record the same on the land records of the Town.

Section 19.16 Counterparts; Electric/Facsimile Transmission of Signature Pages. This Lease may be executed in counterparts and all such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument. Further, electronic (including .pdf) or facsimile transmission of signature pages to this Lease will constitute acceptance of the terms and conditions hereof.

Section 19.17 Limited Liability. Tenant shall look solely to Landlord's interest in the Demised Premises for the satisfaction of any claims against Landlord or its employees, agents, or assigns for the satisfaction of any claims arising pursuant to the Lease. Neither Tenant nor any of its members or partners, nor any other party, shall have any personal liability for payment of any obligations hereunder.

Section 19.18 Cooperation. Landlord and Tenant agree that they will cooperate with one another in all respects in furtherance of the Demised Premises. In particular, Landlord recognizes that the nature of the construction process and the varied sources of project funding make it extremely difficult to anticipate every potential provision which may be required in this Lease. From time to time, Tenant may request modifications to the Lease to satisfy the requirements of financing sources including, without limitation, government agencies and private lenders and equity sources. Landlord will use all reasonable efforts to accommodate such requests as necessary and will not unreasonably withhold or delay its approval and execution of modifications to this Lease which do not materially and adversely alter the basic terms hereof. Nothing herein shall impose upon Landlord any requirement to approve any modification or amendment to the Lease which would violate or contravene any applicable laws or any contract or agreement to which Landlord is a party, or which is binding on Landlord. Landlord agrees that it will, upon request of Tenant, from time to time, enter into an amended and restated lease combining into one document the entire Lease and all amendments and modifications theretofore entered into.

Section 19.19 Estoppel Certificate. Each party agrees from time to time, upon no less than twenty (20) days' prior notice from the other or upon request from any Leasehold Mortgagee or any permitted assignee, to execute, acknowledge and deliver to the other or to such Leasehold Mortgagee or assignee a statement certifying that (i) this Lease is unmodified and in full force and

effect (or if there have been any modifications, that the same is in full force and effect as modified and stating the modifications), (ii) the dates to which the rent has been paid, and that no additional rent or other payments are due under this Lease (or if additional rent or other payments are due, the nature and amount of the same); and (iii) whether there exists any uncured default by the other party, or any defense, offset, or counterclaim against the other party, and, if so, the nature of such default, defense, offset or counterclaim. Any such statement delivered pursuant to this Section 19.19 may be relied upon by any prospective purchaser or holder of a mortgage of the leasehold interest hereunder from Tenant or any prospective assignee of any such holder of a Leasehold Mortgage.

Section 19.20 Third Party Beneficiaries. The parties hereto agree that it is their specific intent that this Lease shall not be construed or interpreted as granting any rights, interests or remedies to any parties that are not signatories to this Agreement, other than Investor and any Leasehold Mortgagee, who may claim to be third party beneficiaries of this Lease. And, notwithstanding the foregoing, Investor is and shall be a third-party beneficiary to this Lease.

Section 19.21 Force Majeure. Landlord and Tenant shall be excused for the period of any delay in the performance of any obligations hereunder, when prevented from so doing by cause or causes beyond Landlord's or Tenant's control which shall include, without limitation, all labor disputes, civil commotion, war, war-like operations, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, epidemic, pandemic or similar influenza or bacterial infection (which is defined by the United States Center for Disease Control as virulent human influenza or infection that may cause global outbreak, or pandemic or serious illness) or through acts of God.

[Signatures on Following Page]

IN WITNESS WHEREOF, and intending to be legally bound hereby, Landlord and Tenant have executed this Lease as of the date of the Lease set forth above.

Witnesses:

Witnesses

LANDLORD:

STRATFORD UNITED METHODIST
CHURCH

By: _____
Name:
Title:

TENANT:

[_____]

By: [_____]
Its:

STATE OF CONNECTICUT)
)
COUNTY OF _____) ss.

On this __ day of _____ 202_, before me, the undersigned officer, personally appeared _____, who acknowledged herself/himself to be the _____ of Stratford United Methodist Church, a _____, and she/he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained as her/his free act and deed and the free act and deed of said corporation, by signing the name of the corporation by herself/himself as such officer.

In witness whereof I hereunto set my hand.

Commissioner of Superior Court
Notary Public
My Commission Expires on: _____

STATE OF CONNECTICUT)
)
COUNTY OF _____) ss.

On this __ day of _____ 202_, before me, the undersigned officer, personally appeared _____, who acknowledged herself/himself to be the _____ of _____, a Connecticut [_____] of [_____], a Connecticut and she/he, as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained as her/his free act and deed and the free act and deed of said _____, in the aforesaid capacity, and on behalf of said _____, by signing the name of the _____ as such _____.

In witness whereof I hereunto set my hand.

Commissioner of Superior Court
Notary Public
My Commission Expires on: _____

EXHIBIT A

Legal Description of Demised Premises

A leasehold interest in and to the following-described parcel of land situated in the Town of Stratford:

EXHIBIT 4.1(d)

Tenants, Lessees, Occupants

[TO BE COMPLETED]⁴

⁴ But to include an anticipated (sub)lease by and between Tenant, as sublessor and Landlord, as sublessee for a portion of certain space within the Improvements to be constructed.

EXHIBIT 4.1(e)

Unpaid Special Assessments

[TO BE COMPLETED]

EXHIBIT 4.1(f)

Landlord's Other Obligations Respecting the Demised Premises

[TO BE COMPLETED]

EXHIBIT 10.1(a)

Certain Definitions

“Environmental Laws” means any present or future federal, state or local law, ordinance, rule, regulation, permit, license or binding determination of any governmental authority relating to, imposing liability or standards concerning, or otherwise addressing the environment, health or safety, including, but not limited to: the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. (“CERCLA”); the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (“RCRA”); the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq. (“TOSCA”); the Clean Air Act, 42 U.S.C. Section 7401 et seq.; and the Clean Water Act, 33 U.S.C. Section 1251 et seq. and any so-called “Superfund” or “Superlien” law; and the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq. (“OSHA”), as each is from time to time amended and hereafter in effect.

“Hazardous Materials” means:

- (a) “hazardous substances” as defined by CERCLA;
- (b) “hazardous wastes,” as defined by RCRA;
- (c) any hazardous, dangerous or toxic chemical, waste, pollutant, contaminant or substance (“pollutant”) within the meaning of any Environmental Law prohibiting, limited or otherwise regulating the use, exposure, release, emission, discharge, generation, manufacture, sale, transport, handling, storage, treatment, reuse, presence, disposal or recycling of such pollutant;
- (d) petroleum crude oil or fraction thereof;
- (e) any radioactive material, including any source, special nuclear or by-product material as defined in 42 U.S.C. Section 2011 et seq. and amendments thereto and reauthorizations thereof;
- (f) asbestos-containing materials in any form or condition; or
- (g) polychlorinated biphenyls in any form or condition.

EXHIBIT 12.1

All Leasehold Mortgagees to be listed included the “First Leasehold Mortgagee”

EXHIBIT 13.1

General Description and Summary of Improvements to be or currently located upon the Demised Premises

Upon its completion, this project is anticipated to consist of the new construction of a building totaling approximately 16,400 square feet, with 5,600+/- space for the Landlord to sublet from the Tenant, and the remaining 10,800 +/- space for an affordable residential development of a minimum of fifty-seven (57) units and certain office and community space.

LEASE¹

THIS LEASE made as of _____, 202__ by and between [_____], a Connecticut _____ (“Landlord”), and **STRATFORD UNITED METHODIST CHURCH**, a _____ (“Tenant”).

WITNESSETH:

1. **PREMISES.** Landlord leases to Tenant and Tenant rents from Landlord those certain premises comprising approximately 5,600 rentable square feet of the building located on property located at 2600 Main Street, Stratford, Connecticut (the “Property”), as described on **Exhibit A** to this Lease, and which premises are depicted on **Exhibit B** to this Lease (the “Premises”); together with the reasonable use in common with other of any common areas and facilities of the Property, as specifically designated or permitted by the Landlord for such use by Tenant (it being hereby understood and acknowledged by Tenant its space will be accessed through the first floor of a common space lobby with no access to Landlord’s offices or the residential apartments). In addition, Tenant shall be provided up to ____ (__) non-exclusive parking spaces at the Property during the term of this Lease, subject to compliance with the then applicable Town of Stratford approvals. Should such approvals require the dedication of a certain number of spaces to Tenant and/or Landlord, such dedicated spaces will be provided to the Tenant and/or the Landlord, as the case may be.

2. **TERM.** The term of this Lease (the “Term”) shall commence _____ (the “Commencement Date”) and shall expire on _____, **201_** (the “Expiration Date”) unless sooner terminated in accordance with the terms of this Lease.

3. **USE.** Tenant shall use the Premises for the purpose of for the purpose of general church or congregational activities, the development-related services and general office use and the operation of a Sunday school and other missions of Landlord; provided that such use is permitted under all applicable laws and does not interfere with the business of, or unreasonably annoy, any other tenant of the Property or with the normal residential activity of the affordable housing rental complex to be constructed and located upon the Property. Tenant shall not use or permit or suffer the use of the Premises for any other business or purpose.

4. **MINIMUM RENT.** The term “Lease Year” shall mean the twelve (12) month period commencing on the Commencement Date and each subsequent twelve (12) month period. The term “Calendar Year” shall mean each calendar year in which any part of the Term falls, through and including the year in which the Term expires. Fixed minimum rent (the “Base Rent”) during the term of this Lease shall be payable by Tenant beginning on the Commencement Date in monthly installments in advance on the first (1st) day of the month without demand, offset or

¹ This lease, and its terms and overall structure, will be subject to the final approvals of the project funders and tax credit investor. However, the terms and conditions presented herein have been agreed to by Mutual Housing Association of Southwestern Connecticut, Inc. and the Stratford United Methodist Church, subject to said third-party review and approvals.

deduction of any kind in the amount of \$1,000.00 per month. After the fifteenth (15th) anniversary date of the Commencement Date, the Base Rent will be Zero (\$0.00) Dollars.

5. **UTILITIES.** Tenant shall arrange for, and be solely responsible for all charges for, utility services for the Premises. All utilities shall be separately metered by Tenant and at its sole expense. Tenant agrees that it will not install any equipment, which may exceed or overload the capacity of any utility facilities. Landlord shall not be liable for any discontinuance of utility services to the Premises and the same shall not constitute a termination of this Lease or an eviction of Tenant. Landlord shall not be liable to Tenant in damages or otherwise (a) if any utility shall become unavailable, or (b) for any interruption in any service caused by the making of any necessary repairs or improvements or by any cause beyond Landlord's reasonable control, and the same shall not constitute a termination of this Lease or an eviction of Tenant, constructive or otherwise.

6. **NET LEASE.** Tenant acknowledges and agrees that it is intended that this Lease is a completely net lease to Landlord, and that except as may be expressly set forth in this Lease, Landlord is not responsible during the Term for any expenses of any nature whatsoever arising from or relating to the Premises, or the use and occupancy of the Premises, and Tenant shall pay all charges, impositions, costs and expenses of every nature and kind relating to the Premises or the conduct of Tenant's business, including, without limitation, insurance, utility charges and repair expenses.

7. **TAXES.** Landlord shall be responsible the payment of all of real estate taxes relevant to the Property and the Premises.

8. **{Reserved.}**

9. **CHANGES AND ADDITIONS TO THE PROPERTY; ROOFS AND WALLS.** Landlord reserves the right at any time and from time to time (a) to make additions, alterations, and modifications to and rearrangements and reductions of the Property, including any common areas; (b) to change the dimensions and types of businesses; (c) to convert common areas into leasable areas and vice versa; (d) to expand the size of the Property by acquiring or making available additional land or space and constructing additions; and (e) to reduce the size of the Property by devoting portions to other uses; provided, however, that no such changes shall deny reasonable access to and egress from the Premises or materially reduce the size of the Premises or materially interfere with Tenant's use of the Premises.

10. **NO PARTNERSHIP.** Landlord shall in no event be construed, held or become in any way or for any purpose a partner, associate or joint venturer of Tenant or any party associated with Tenant in the conduct of its business or otherwise.

11. **AS-IS, ALTERATIONS & IMPROVEMENTS.**

(a) Tenant has inspected the Premises and agrees to accept them in their present, "as is" condition. Tenant shall be responsible for all work that may be necessary or desirable to prepare

the Premises relevant to its use of same by the Tenant that is anticipated to include a commercial office space, kitchen, bathrooms, and open space for up to one hundred (100) people and to be divided by Tenant with partitions for up to four (4) classrooms for Sunday school (collectively, the "Tenant Work"). Tenant agrees to complete Tenant Work within _____ (___) days following the Commencement Date. Tenant shall be solely responsible for securing all approvals and permits concerning such Tenant Work and all costs, fees and expenses associated with same shall be borne exclusively by Tenant as well.

(b) Upon the expiration of the term or earlier termination of this Lease, all improvements to the Premises made or performed by Tenant shall be surrendered to Landlord, except those which Landlord, by written notice to Tenant may direct Tenant to remove. Tenant shall promptly repair any damage occasioned by removal of any improvements and wiring and cabling, which obligation shall survive the end of the term of this Lease.

(c) No work which Landlord permits Tenant to do or which Tenant is obligated to perform pursuant to this Lease, whether in the nature of construction, alteration or repair, shall be deemed to be for the immediate use and benefit of Landlord so that no mechanic's or other lien shall be allowed against the estate of Landlord by reason of any consent given by Landlord to Tenant to improve the Premises. Tenant shall pay promptly all persons furnishing labor or materials with respect to any work performed by Tenant or its contractor on or about the Premises.

(d) Tenant shall not do any construction work or alteration including the Tenant's Work, nor shall Tenant install any equipment having a cost or value in excess of Five Thousand and 00/100 Dollars (\$5,000.00), without first obtaining Landlord's written approval and consent which consent shall not be unreasonably withheld, conditioned or delayed. If requested by Landlord, Tenant shall present to Landlord plans and specifications for such work (the "Plans") at the time approval is sought. Any permitted alteration shall be constructed by Tenant, at Tenant's sole cost, in a good, lien-free and workman-like manner in accordance with the Plans, all applicable laws and building standards. Tenant shall not commence any such work without first delivering to Landlord a policy or policies of compensation, liability and property damage insurance, naming Landlord as additional insured, in limits and with companies acceptable to Landlord, as well as a completion bond in a form and issued by a surety company acceptable to Landlord. Any alterations, additions, improvements and fixtures installed or paid for by Tenant upon the interior or exterior of the Premises, other than unattached moveable trade fixtures and decorations, shall upon the expiration or earlier termination of this Lease become the property of Landlord unless Landlord elects, by delivering written notice to Tenant to require Tenant to remove such alterations, improvements or fixtures.

12. **COMPLIANCE WITH LAWS.** The term "Applicable Laws", when used herein shall mean all laws, ordinances, regulations and directives of any governmental authority having jurisdiction including, without limitation, the Americans with Disabilities Act, Environmental Laws (as defined below) and all ordinance, regulation, covenant, condition or restriction affecting the Property or the Premises which in the future may become applicable to the Premises and any current or future order, rule, regulation or requirement of the local Board of Fire Underwriters and the New England Fire Insurance Rating Association or any other body having similar function and

exercising jurisdiction over the Premises. Tenant shall not use the Premises, or permit the Premises to be used, in any manner which: (a) violates any Applicable Laws; (b) causes or is reasonably likely to cause damage to the Property or the Premises; (c) violates a requirement or condition of any fire and extended insurance policy covering the Property and/or the Premises, or increases the cost of such policy; (d) constitutes or is reasonably likely to constitute a nuisance, annoyance or inconvenience to other tenants or occupants of the Property or any equipment, facilities or systems located on the Property; (e) interferes with, or is reasonably likely to interfere with, the transmission or reception of microwave, television, radio, telephone or other communication signals by antennae or other facilities. Tenant shall, at Tenant's sole cost and expense, be responsible for compliance with all Applicable Laws with respect to the Premises.

13. **SIGNS, AWNINGS AND CANOPIES.** Tenant shall not place or suffer to be placed or maintain any sign, awning or canopy in, upon or outside the Premises or the Property, including in any window of the Property, without the prior written consent of Landlord in each instance which consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall, at its sole expense, obtain any necessary governmental approvals for such signs, shall maintain any such signs or other installation, as may be approved, in good condition and repair and shall pay for all expenses associated with the erection and maintenance of said sign.

14. **ASSIGNMENT/SUBLEASE.** Notwithstanding any, if any, other provisions of this Lease and except as provided below, Tenant may not assign this Lease, in whole or in part, nor sublet all or any part of the Premises, nor otherwise permit any other person to occupy or use any portion of the Premises (collectively, a "Transfer"). The foregoing prohibition (and the term "Transfer") includes any change in beneficial ownership of Tenant, subletting or assignment which would otherwise occur by operation of law, merger, consolidation, reorganization, transfer of any ownership interest in Tenant or other change of Tenant's corporate or proprietary structure or an assignment or subletting to or by a receiver or trustee in any federal or state bankruptcy, insolvency, or other proceedings. Tenant will, however, be permitted to assign this Lease to an affiliate of Tenant (which term "affiliate" includes any other entity that controls local aspects of Tenant or any entity that may succeed Tenant relevant to the operations of Tenant as a local congregation), a church or religious organization controlled by Tenant or an entity formed and created by virtue of a merger with or acquisition by Tenant (a "Permitted Assignee") and as to any such proposed third party that is not a Permitted Assignee seeking to purchase, assume or otherwise acquire Tenant's interest in this Lease in any respect (collectively, an "Unrelated Tenant Party"), Landlord's and any designated nominee shall a right of first refusal to "acquire" this Lease based on Tenant's having submitted, in writing, the proposed terms and conditions to said Unrelated Tenant Party's becoming the tenant hereunder (the "ROFR"), granting to Landlord or such nominee up to sixty (60) days to accept or decline the ROFR from the date upon which the third party offer is first presented to Landlord and/or its nominee. If Landlord declines it ROFR, such right is, nonetheless, retained for any subsequent proposed Unrelated Tenant Party's proposal. Notwithstanding the foregoing, any proposal from an Unrelated Tenant Party or from a Permitted Assignee will be subject to the prior written approval of the Landlord, not to be unreasonably withheld, delayed or conditioned, despite any ROFR and decision to not exercise same.

15. **REPAIRS TO BE MADE BY LANDLORD.** Landlord's sole repair obligations with respect to the Premises under this Lease are, at its expense, to make, or cause to be made, repairs to the roof, structural elements, and exterior of the Premises (excluding glass) provided that the cost of such repairs shall be included as Operating Expenses and with respect to any damages caused by the negligence of the Landlord, its agents or employees. Tenant shall give Landlord immediate notice of the necessity for all such repairs. Tenant acknowledges and agrees that it shall have no right of self-help and waives any self-help rights granted by any law now or hereafter in effect.

16. **REPAIRS TO BE MADE BY TENANT.** All repairs to the Premises or any installations, equipment or facilities therein, ordinary or extraordinary, excepting only those repairs specifically required to be made by Landlord pursuant to Section 15 above, shall be made by Tenant at its sole expense. Tenant shall be solely responsible at its expense for repairing or replacing all plate glass located within or which encloses the Premises. Anything to the contrary herein contained notwithstanding, all repairs which (i) arise from or are caused directly or indirectly by Tenant's breach of this Lease or by the negligence or willful act of Tenant, its agents, officers, employees, licensees, invitees or contractors; or (ii) Tenant's use of the Premises; or (iii) which relate to any work done by Tenant pursuant to this Lease, shall also be made by Tenant at its expense. Without limiting the generality of the foregoing, Tenant will keep the interior of the Premises, together with any electrical, plumbing, air conditioning, ventilation and/or other mechanical installations and systems serving the Premises, whether located within or outside the Premises in good order and repair and will make all replacements thereto from time to time required at its expense; and will surrender the Premises at the expiration of the Term or at such other time as it may vacate the Premises in as good condition as when received, excepting only ordinary wear and tear and damage by casualty (other than a casualty caused by negligence of Tenant, its agents, officers, employees, contractors, licensees or invitees, and which is not wholly covered by Landlord's hazard insurance policy).

17. **LIENS.** Should any mechanic's or other lien be filed against the Premises, the Property, or any part thereof for any reason whatsoever by reason of Tenant's acts or omissions or because of a claim against Tenant, Tenant shall cause the same to be canceled and discharged of record by bond or otherwise within sixty (60) days after notice by Landlord. Tenant's failure to do so shall constitute a material default under this Lease, without the necessity for any further notice by Landlord to Tenant. If Tenant shall fail to cause the same to be bonded, Landlord may pay the full amount of such lien or bond against the same without notice or liability to Tenant of any kind and the amount so paid by Landlord including reasonable attorney's fees incurred by Landlord in either defending against such lien or procuring the discharge or bonding of such lien, together with interest thereon at the Default Rate (as defined below), shall be due and payable by Tenant to Landlord, as Additional Rent.

18. **COMMON AREA MAINTENANCE.** All common areas of the Property shall be subject to the exclusive control and management of Landlord. Subject to the provisions of Section 16 above, Landlord shall be responsible for the basic maintenance of the common areas, including any costs related thereto. Landlord shall have the right to construct, maintain and operate lighting and other facilities on all said areas of and improvements on the Property. Landlord shall

operate and maintain the common areas of the Property in such manner as Landlord in its reasonable discretion shall determine, and Landlord shall have full right and authority to employ and discharge all personnel with respect thereto. Landlord shall have no duty to provide security services of any kind. All costs incurred by Landlord pursuant to this Section shall be included in Operating Expenses.

19. LIABILITY.

(a) To the maximum extent permitted by law, Tenant shall indemnify and save harmless Landlord, the partners, members, directors, officers, agents and employees of Landlord and those in privity of estate with Landlord, from and against all claims, expenses or liability of whatever nature: (a) arising from any default, act, omission or negligence of Tenant, or Tenant's contractors, licensees, agents, suppliers, servants, employees, invitees, or customers, or the failure of Tenant or of any such persons to comply with any rule, order, regulation or lawful direction now or hereafter in force of any public authority, in each case to the extent the same are related, directly or indirectly, to the Premises or Tenant's use thereof; or (b) arising, directly or indirectly, from any accident, injury or damage, however caused (but excluding accident, injury or damage caused by Landlord's own negligence), to any person or property on or about the Premises; or (c) arising, directly or indirectly, out of any default by Tenant under any of the terms or covenants of this Lease, or in connection with any mechanical, electrical, plumbing, or any other systems, equipment or installations that are to be maintained or repaired by Tenant; or (d) arising from any accident, injury or damage to any person or property occurring outside of the Premises, where such accident, injury or damage results, or is claimed to have resulted from, any act, default, omission or negligence on the part of Tenant, or Tenant's contractors, licensees, agents, suppliers, servants employees or customers, or anyone claiming by, through or under Tenant.

(b) Except for the intentional wrongful act of Landlord or its agents or employees, neither Landlord nor any mortgagee, nor any partner, member, agent or employee of Landlord shall be liable for any death or injury arising from or out of any occurrence in, upon, at or relating to the Property, or damage to property of Tenant or of others located on the Premises, nor shall any of them be responsible for any loss of or damage to any property of Tenant or others from any cause whatsoever.

20. WAIVER OF SUBROGATION. Landlord and Tenant hereby waive any rights each may have against the other on account of any loss or damage occasioned to Landlord or Tenant, as the case may be, their respective property, the Premises, or its contents or to other portions of the Property, arising from any risk to the extent of the actual proceeds received from any applicable fire and extended coverage insurance and the parties each, on behalf of their respective insurance companies insuring the property of either Landlord or Tenant against any such loss, waive any right of subrogation that it may have against Landlord or Tenant, as the case may be. Landlord and Tenant shall obtain such endorsements to all policies of insurance as may be necessary to give full effect to the above waivers.

21. TENANT'S INSURANCE. Tenant further covenants and agrees that throughout the Term, Tenant will carry and maintain, at its sole cost and expense, the following types of

insurance, in the amounts specified and in the form hereinafter provided for:

(a) Public Liability And Property Damage. Bodily injury liability insurance with single limits of not less than One Million Dollars (\$1,000,000.00) insuring against any and all liability of the insured with respect to said Premises or arising out of the maintenance, use or occupancy thereof, and property damage liability insurance with a limit of not less than Two Hundred Fifty Thousand Dollars (\$250,000) per accident or occurrence. All such bodily injury liability insurance and property damage liability insurance shall specifically insure the performance by Tenant of the indemnity agreement as to liability for injury to or death of persons and injury or damage to property set forth above.

(b) Plate Glass. Tenant shall maintain insurance covering all plate glass included within or which encloses the Premises for its full replacement cost value against damage or destruction, including due to vandalism and malicious mischief.

(c) Leasehold Improvements. Insurance covering all leasehold improvements, alterations, additions or improvements, trade fixtures, merchandise and personal property from time to time in, on or upon the Premises, in an amount not less than eighty percent (80%) of their full replacement cost from time to time during the term of this Lease, providing protection against any peril included within the classification "Fire and Extended Coverage," together with insurance against sprinkler damage, vandalism and malicious mischief. Any policy proceeds shall be used for the repair or replacement of the property damaged or destroyed unless this Lease shall cease and terminates as a result of such damage.

(d) Policy Form. All policies of insurance provided for herein shall be issued by insurance companies with general policy holder's rating of not less than A- and a financial rating of not less than Class VIII as rated in the most current available "Best's" Insurance Reports, qualified to do business in the State of Connecticut. Landlord, Landlord's property manager and Landlord's lenders (as discussed and described in Section 31) shall be named, upon request, as additional insureds on all liability insurance policies. Complete certificates of such insurance shall be delivered to Landlord before the earlier of the Commencement Date or the commencement of any work in the Premises and thereafter, complete certificates thereof shall be delivered to Landlord within thirty (30) days prior to the expiration of the term of each such policy. All public liability and property damage policies shall contain a provision that Landlord, although named as an insured, shall nevertheless be entitled to recovery under said policies for any loss occasioned to it, its servants, agents and employees by reason of the negligence of Tenant. All certificates or policies of insurance delivered to Landlord must contain a provision that the company writing said policy will give to Landlord twenty (20) days' notice in writing in advance of any cancellation or lapse or the effective date of any reduction in the amounts of insurance. All public liability, property damage and other casualty policies shall be written as primary policies, not contributing with and not in excess of coverage which Landlord may carry.

(e) Coverage Revisions. The insurance required pursuant to this Section including, without limitation, the forms, types, amounts, insurance carrier qualifications and terms of such policies of insurance may be changed by Landlord from time to time as necessary or desirable

according to sound property management and business practices and as may be required by Landlord's Lenders.

22. **LANDLORD'S INSURANCE.** Landlord shall at all times from and after the commencement date of the term hereof maintain in effect a policy or policies of insurance covering the Property, in an amount not less than eighty percent (80%) of full replacement cost (exclusive of the cost of excavations, foundations and footings) from time to time during the term of this Lease, providing protection against any peril generally included within the classification "Fire and Extended Coverage" together with insurance against sprinkler damage, vandalism and malicious mischief. Landlord's obligation to carry the insurance provided for herein may be brought within the coverage of any so-called blanket policy or policies of insurance carried and maintained by Landlord, provided that the coverage afforded will not be reduced or diminished by reason of the use of such blanket policy of insurance.

23. **DESTRUCTION.** If the Premises shall be partially damaged by any casualty insurable under Landlord's insurance policy, Landlord shall, upon receipt and to the extent of the insurance proceeds, repair the same. The Rent shall be abated proportionately as to that portion of the Premises rendered untenable. Notwithstanding the foregoing, if the Premises (a) by reason of such occurrence are rendered wholly untenable or (b) should be damaged as a result of a risk which is not covered by Landlord's insurance or (c) should be damaged in whole or in part during the last two (2) years of the term or any renewal term hereof, or (d) the Property should be damaged, whether or not the Premises are damaged, to such an extent that, in the sole judgment of Landlord, it is not practicable to restore the Property, then or in any of such events, Landlord may either elect to repair the damage or may cancel this Lease by notice of cancellation within sixty (60) days after such event in which case this Lease shall expire, and Tenant shall vacate and surrender the Premises to Landlord. Tenant's liability for Rent upon the termination of this Lease shall cease as of the day following the event or damage. In the event Landlord elects to repair the damage insurable under Landlord's policies, any abatement of Rent shall end five (5) days after notice by Landlord to Tenant that the Premises have been repaired. Unless this Lease is terminated by Landlord, Tenant shall repair and refixture the interior of the Premises in a manner and to at least a condition equal to that existing prior to its destruction or casualty and the proceeds of all insurance carried by Tenant on its property and improvements shall be held in trust by Tenant for the purpose of said repair or replacement. Notwithstanding the foregoing, in no event shall Landlord be required to expend, on account of any repair or reconstruction, any amount in excess of the insurance proceeds actually received by Landlord after any other expenditures necessitated by such casualty. If this Lease is terminated by Landlord, all proceeds from Tenant's fire and extended coverage insurance attributable to Tenant's leasehold improvements, but excluding proceeds for trade fixtures, merchandise, signs and other personal property, shall be disbursed and paid to Landlord for the repair of the Premises as may be elected by Landlord, or released to Tenant should Landlord elect to not so repair.

24. **CONDEMNATION.**

(a) Total: If the whole of the Premises shall be acquired or taken by eminent domain for any public or quasi-public use or purpose then this Lease shall terminate as of the date of title

vesting in such proceeding.

(b) Partial: If any part of the Premises shall be taken, and such partial taking shall render that portion not so taken unsuitable for the business of Tenant, in Landlord's reasonable discretion, then this Lease shall terminate. If such partial taking is not extensive enough to render the Premises unsuitable for the business of Tenant, then this Lease shall continue in effect except that the Base Rent shall be equitably reduced and Landlord shall, upon receipt of the award in condemnation, make all necessary repairs or alterations to the Premises, but Landlord shall not be required to spend for such work an amount in excess of the net amount received by Landlord as damages for the part of the Premises so taken. "Net Amount received by Landlord" shall mean that part of the award in condemnation after deducting all expenses in connection with the condemnation proceedings, which is free and clear to Landlord of any collection by mortgagees for the value of the diminished fee.

(c) If more than twenty percent (20%) of the floor area of the Property shall be taken, Landlord may, by written notice to Tenant, terminate this Lease, such termination to be effective as set forth above.

(d) If this Lease is terminated as provided in this paragraph, the Rent shall be paid up to the day that possession is so taken by public authority and Landlord shall make an equitable refund of any Rent paid by Tenant in advance.

(e) Tenant shall not be entitled to and expressly waives all claim to any condemnation award for any taking, whether whole or partial, and whether for diminution in value of the leasehold or to the fee, although Tenant shall have the right, to the extent that the same shall not reduce Landlord's award, to claim from the condemner, but not from Landlord, such compensation as may be recoverable by Tenant in its own right for damage to Tenant's trade fixtures and moving expenses, if such claim can be made separate and apart from any award to Landlord and without prejudice to Landlord's award.

25. **PAST-DUE RENT.** Any installment of Rent which is not paid within ten (10) days of the due date shall bear interest at the Default Rate from the due date until paid. "Default Rate" shall mean two (2%) percent. Any failure of Landlord to insist upon the payment of the late charge or Default Rate shall not be deemed a waiver of Landlord's right to impose such late charge or interest for any future delinquent payment.

26. **DEFAULT.**

(a) Each of the following events shall constitute a "Default": (i) Tenant's failure to deliver any payment due to Landlord within ten (10) days after the same is due, (ii) Tenant abandons or appear to abandon the Premises, (iii) Tenant fails to conduct its business in the Premises for a period of thirty (30) or more consecutive business days, (iv) Tenant's failure to fully perform any non-monetary obligation under this Lease for a period of thirty (30) days after written notice of such default is given by Landlord to Tenant or, if not susceptible to cure within thirty (30) days then a reasonable period provided Tenant commences to cure within thirty (30) days and

diligently prosecutes the same thereafter, but in no even longer than sixty (60) days; (v) Tenant makes any transfer, assignment, conveyance, sale, pledge or disposition of all or a substantial portion of its property, or (vi) Tenant's interest herein shall be sold under execution or if Tenant shall file for bankruptcy or be the subject of an involuntary bankruptcy petition, or if a receiver for Tenant's assets shall be sought or appointed. All of the remedies set forth in this Lease are in addition to all other rights or remedies to which Landlord may be entitled under the laws of the State of Connecticut, and all such remedies shall be deemed cumulative such that the election of one shall not be deemed a waiver of any other or further rights or remedies.

(b) If at any time, a Default shall occur, Landlord may terminate Tenant's right to possess the Premises without terminating Tenant's obligations under the Lease, whereupon Tenant shall surrender the Premises in the manner required hereunder upon expiration hereof. Notwithstanding such termination, surrender, and the expiration of Tenant's right, title, and interest, Tenant's liability pursuant to subparagraphs (d) and (e) hereof shall continue.

(c) If this Lease or Tenant's right of possession shall be terminated as herein provided, Landlord, or its agents or employees, may re-enter the Premises at any time and remove therefrom Tenant, Tenant's agents, and subtenants, and any licensees, concessionaires or invitees, together with any of its or their property, either by summary dispossession proceedings or by any suitable action or proceeding at law. In the event of such termination, Landlord may repossess and enjoy the Premises. Landlord shall be entitled to the benefits of all provisions of law respecting the speedy recovery of lands and tenements held over by Tenant, or proceedings in forcible entry and detainer, to the extent applicable. Tenant waives any rights to the service of any notice of Landlord's intention to re-enter provided for by any present or future law. Landlord shall not be liable in any way in connection with any action it takes in good faith pursuant to the foregoing. Notwithstanding any such re-entry, repossession, dispossession or removal, Tenant's liability under subparagraphs (d) and (e) hereof shall continue.

(d) In case of re-entry, repossession or termination of this Lease, whether the same is the result of the institution of summary or other proceedings or not, Tenant shall remain liable (in addition to accrued liabilities) for (i) the (x) Rent, and all other charges until the date this Lease would have expired had such termination, re-entry or repossession not occurred; and (y) reasonable and necessary expenses to which Landlord may be put in re-entering the Premises and repossessing the same; making good any Default of Tenant; painting, altering or dividing the Premises; combining or placing the same in proper repair; protecting and preserving the same by placing therein watchmen and caretakers; reletting the same (including attorney's fees and disbursements, marshal's fees, brokerage fees, in so doing); and any expenses which Landlord may incur during the occupancy of any new tenant; minus (ii) the net proceeds of any reletting. Unless Landlord exercises its option pursuant to subparagraph (e) below, Tenant agrees to pay to Landlord the difference between items (i) and (ii) above with respect to each month, at the end of such month. Such payment shall be made to Landlord at Landlord's address or such other address as Landlord may designate by giving notice to Tenant.

(e) In the event of Default, Landlord may, at its option and without prejudice to its right to collect all accrued liabilities, declare immediately due and payable all the remaining installments

of Base Rent and Additional Rent and such amount, less the fair rental value of the Premises, for the residue of said term shall be construed as liquidated damages and shall bear interest at the Default Rate until collected.

(f) Landlord may relet the whole or any part of said Premises for the whole of the unexpired period of this Lease, or longer, or from time to time for shorter periods, for any rental then obtainable, giving such concessions of rent and making such special repairs, alterations, decorations and paintings for any new tenant as it may in its sole and absolute discretion deem advisable. Tenant's liability shall survive the institution of summary proceedings and the issuance of any warrant thereunder. Landlord shall be under no obligation to relet or to attempt to relet the Premises, or otherwise to mitigate its damages, except as and to the extent otherwise required by law.

(g) Tenant hereby expressly waives (to the extent legally permissible), for itself and all persons claiming by, through, or under it, any right of redemption or for the restoration of the operation of this Lease under any present or future law in case Tenant shall be dispossessed for any cause, or in case Landlord shall obtain possession of the Premises.

(h) In the event of any Default hereunder or in the event Landlord or Tenant is the prevailing party in any litigation commenced by Tenant or Landlord, as the case may be, the prevailing party shall be entitled to recover from the other party on demand the costs and expenses (including reasonable attorneys' fees) incurred by such prevailing party. Further, Landlord shall also make reasonable efforts to mitigate its damages as part of the exercise of its remedies and its seeking to collect all Base Rent, Additional Rent or any other moneys owed by Tenant hereunder.

(i) Landlord shall also make reasonable efforts to mitigate its damages as part of the exercise of its remedies and its seeking to collect all Base Rent, Additional Rent or any other moneys owed by Tenant hereunder.

27. **ACCESS TO PREMISES.** Landlord shall have the right to place, maintain and repair all utility equipment of any kind in, upon or under the Premises as may be necessary for the servicing of the Premises and other portions of the Property. Landlord shall also have the right to enter the Premises at all times to inspect or to exhibit the same to prospective purchasers, mortgagees, and tenants and to make such repairs, additions, alterations or improvements as Landlord may deem desirable upon reasonable advance notice to Tenant and so long as the same does not unreasonably disrupt the use of the premises by Tenant (the foregoing shall not apply or be construed to apply in instances of an emergency, where Landlord determines in its discretion that access to the Premises is needed immediately). Landlord shall be allowed to take all material upon the Premises that may be required therefor without the same constituting an eviction of Tenant in whole or in part and the rents reserved shall not abate in whole or in part, while said work is in progress by reason of loss or interruption of Tenant's business or otherwise and Tenant shall have no claim for damages. If Tenant shall not be personally present to permit an entry into said premises when for any reason an entry therein shall be permissible, Landlord may enter the same by a master key or by the use of force without incurring liability and without in any manner affecting the obligations of this Lease. The provisions of this paragraph shall not be construed to

impose upon Landlord any obligation whatsoever for the maintenance or repair of the Property or any part thereof except as otherwise herein specifically provided. During the twelve (12) months prior to the expiration of this Lease or any renewal term, Landlord may place upon the said premises "To Let" or "For Sale" signs, which shall be reasonable in size and location and which Tenant shall permit to remain.

28. **SUBORDINATION AND ATTORNMENT.** At the option of Landlord or any mortgagee and without requirement of a written instrument, this Lease and Tenant's interest hereunder shall be subject and automatically subordinate to any mortgage, deed of trust, ground or underlying leases or any method of financing or refinancing now existing or hereafter placed against the Premises and/or the Property existing or hereafter built upon same by Landlord; and to all renewals, modifications, replacements, consolidations and extensions thereof.

If Landlord or the holder of record of any mortgage covering the Property or the Premises shall have given prior written notice to Tenant that it is the holder of said mortgage and such notice includes the address at which notices to such mortgagee are to be sent, then Tenant agrees to give to the holder of record of such mortgage notice simultaneously with any notice given to Landlord to correct any default of Landlord as hereinabove provided, and agrees that the holder of record of such mortgage shall have the right, within sixty (60) days after receipt of said notice, to correct or remedy such default before Tenant may take any action under this Lease by reason of such default.

Tenant shall, in the event of the sale or transfer or assignment of Landlord's interest in the Premises, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage, or in the event of a transfer by deed in lieu of foreclosure, made by Landlord covering the Premises or any mortgage covering the Property, attorn to the purchaser or foreclosing mortgagee and recognize such purchaser or foreclosing mortgagee as Landlord under this Lease, but no such mortgagee, assignee or purchaser shall be (a) liable for any act or omission of Landlord, (b) bound by any payment of rent, additional rent or other charges made more than ten (10) days in advance of the due date thereof, or (c) bound by any assignment, surrender, termination, cancellation, amendment or modification of this Lease made without the express written consent of such mortgagee, assignee, or purchaser.

29. **QUIET ENJOYMENT.** Tenant, upon paying the rents and performing all of the terms on its part to be performed, shall peaceably and quietly enjoy the Premises subject to the terms of this Lease and to any mortgage, ground lease or agreements to which this Lease is subordinated.

30. **FORCE MAJEURE.** Landlord and Tenant shall be excused for the period of any delay in the performance of any obligations hereunder, when prevented from so doing by cause or causes beyond Landlord's or Tenant's control which shall include, without limitation, all labor disputes, civil commotion, war, war-like operations, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, epidemic, pandemic or similar influenza or bacterial infection (which is defined by the United States Center for Disease Control as virulent human influenza or

infection that may cause global outbreak, or pandemic or serious illness) or through acts of God.

31. **END OF TERM.** At the expiration of this Lease, Tenant shall surrender the Premises in the same condition as they were in upon delivery of possession, reasonable wear and tear excepted, and shall deliver all keys and combinations to locks, safes and vaults to Landlord. Before surrendering the Premises, Tenant shall remove all its personal property including all trade fixtures, and, at Landlord's sole election, all improvements and/or alterations and all data, electrical and communication cabling and wiring (whether or not located in the Premises) installed by Tenant or on Tenant's behalf and shall repair any damage caused by such removal. Tenant's obligations to perform this Section shall survive to the end of the term of this Lease. If Tenant fails to remove its property upon the expiration of this Lease, the said property shall be deemed abandoned and shall become the property of Landlord, which Landlord may dispose of as it sees fit, at Tenant's sole cost and expense, which Tenant shall pay to Landlord upon demand.

32. **HOLDING OVER.** Any holding over after the expiration of this Lease shall be construed to be a tenancy at will at one hundred fifty percent (150%) of the Base Rent payable immediately prior to such expiration (prorated on a daily basis) and shall otherwise be governed by the applicable terms of this Lease. The preceding sentence shall not be deemed to limit Landlord's right to recover other or further damages from Tenant in the event Tenant holds over after the expiration of the term. In addition to the foregoing, Tenant shall indemnify, defend and hold Landlord harmless from and against all lost, cost, expense and claims arising as a result of Tenant's holding over.

33. **NO WAIVER.** Failure of Landlord to insist upon the strict performance of any provision of this Lease or to exercise any option or any rules and regulations herein contained shall not be construed as a waiver for the future of any such provision, rule or option. The receipt by Landlord of rent with knowledge of the breach of any provision of this Lease shall not be deemed a waiver of such breach. No provision of this Lease shall be deemed to have been waived unless such waiver be in writing signed by Landlord. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent shall be deemed to be other than on account of the earliest rent then unpaid nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease provided, and no waiver by Landlord in respect to one Tenant shall constitute a waiver in favor of any other tenant in the Property.

34. **NOTICES.** Any notice, demand, request or other instrument which may be or are required to be given under this Lease shall be delivered in person or sent by United States Certified or Registered Mail, postage prepaid or by trackable national overnight carrier, and shall be addressed as follows:

if to Landlord: [_____]
 c/o Mutual Housing Association of Southeastern Connecticut, Inc.
 1235 Huntington Turnpike
 Trumbull, Connecticut

Attn:

if to Tenant: Stratford United Methodist Church
2600 Main Street
Stratford, Connecticut 06615
Attn:

Either party may designate such other address as shall be given by written notice. Notices shall be deemed given upon receipt or refusal or three (3) days following the date sent if sent by Certified Mail.

35. **RECORDING.** Neither this Lease nor a memorandum or notice of this Lease shall be recorded.

36. **PARTIAL INVALIDITY.** If any provision of this Lease shall to any extent be invalid, the remainder of this Lease shall not be affected, and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

37. **BROKER'S COMMISSION.** Landlord and Tenant each represent and warrant to the other that there are no claims for brokerage commissions or finder's fees in connection with the execution of this Lease, and each agrees to indemnify the other against and hold it harmless from all liabilities arising from any such claim, including cost of counsel fees, which are alleged to arise out of the acts or conduct of the indemnifying party.

38. **SUCCESSORS AND ASSIGNS.** Except as otherwise expressly provided, this Lease shall be binding upon and shall inure to the benefit of the parties, their legal representatives, and permitted successors and assigns. In the event of any sale of the Property, or of a sale or lease of Landlord's interest in this Lease, Landlord shall be entirely relieved of all obligations hereunder, and "Landlord" shall thereafter be deemed to be Landlord in possession of the Premises from time to time as fee owner or as ground lessee under a ground lease.

39. **ENTIRE AGREEMENT.** All representations and understandings between Landlord and Tenant are merged and incorporated into this Lease and this Lease may be modified or altered only by written agreement signed by both Landlord and Tenant.

40. **RULES AND REGULATIONS.** Tenant agrees to abide by and conform to any reasonable rules and regulations promulgated from time to time by Landlord.

41. **LIMITATION OF LIABILITY.** Anything in this Lease to the contrary notwithstanding, Tenant agrees that it shall look solely to the interest of Landlord in the Property for the satisfaction of any claim against Landlord arising out of this Lease, the Premises or the Property, and no other assets of Landlord or its partners, members, agents or employees shall be subject to levy, execution or other procedures for the satisfaction of Tenant's remedies.

42. **ESTOPPEL CERTIFICATES.** Tenant shall, upon request by Landlord and

within ten (10) days of such request, execute and deliver to Landlord a written declaration in recordable form: (1) ratifying this Lease; (2) expressing the commencement and termination dates thereof; (3) certifying that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended (except by such writings as shall be stated); (4) that all conditions under this Lease to be performed by Landlord have been satisfied; (5) that there are no defenses or offsets against the enforcement of this Lease by Landlord, or stating those claimed by Tenant; (6) the amount of advance rental, if any, (or none if such is the case) paid by Tenant; (7) the date to which rental has been paid; (8) the amount of security deposited with Landlord; and such other matters as Landlord may request. Such declaration shall be executed and delivered by Tenant from time to time within ten (10) days after written request by Landlord. Notwithstanding anything to the contrary, Tenant agrees to execute the form of estoppel certificate required by any of Landlord's mortgage lenders or purchasers. Landlord's mortgage lenders and/or purchasers shall be entitled to rely upon same.

43. **OVERLEASE PROVISIONS.** Attached hereto is a copy of the Ground Lease Agreement between Landlord and Stratford United Methodist Church (the "Church"), dated _____, 202_, (the "Overlease"). This Overlease, and any amendments or changes to it, govern the landlord-tenant relationship between Landlord and the Church as to Landlord's use and occupancy of the Property upon which the Premises is located. The terms and conditions of the Overlease, with any amendments to it (which shall be forwarded to Tenant when in fact entered into from time to time) shall further govern Tenant's use of the Premises, but only to the extent applicable (it being hereby acknowledged by the parties that this Lease of this space for the purposes set forth in Section 3 hereof is not part of any affordable rental housing project that shall comprise a majority of the space to be constructed upon the Property, as generally discussed, provided for, and contemplated in the Overlease). If for any reason the Overlease is terminated, this Lease may, upon proper notice, be similarly terminated, and any and all rights that Tenant may have pursuant to the Lease shall cease to exist, without any liability against the Landlord arising solely as to said termination of the Overlease.

44. **GOVERNING LAW.** This Lease shall be construed, and the rights and obligations of Landlord and Tenant shall be determined, according to the laws of the State of Connecticut.

45. **PRE-JUDGMENT REMEDY, REDEMPTION, COUNTERCLAIM AND JURY TRIAL.** TENANT, FOR ITSELF AND FOR ALL PERSONS CLAIMING THROUGH OR UNDER IT, HEREBY ACKNOWLEDGES THAT THIS LEASE CONSTITUTES A COMMERCIAL TRANSACTION AS SUCH TERM IS USED AND DEFINED IN CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES, SEC. 52-278a et seq., AND HEREBY EXPRESSLY WAIVES ANY AND ALL RIGHTS WHICH ARE OR MAY BE CONFERRED UPON TENANT BY SAID STATUTE TO ANY NOTICE OR HEARING PRIOR TO A PRE-JUDGMENT REMEDY. TENANT FURTHER EXPRESSLY WAIVES ANY AND ALL RIGHTS WHICH ARE OR MAY BE CONFERRED UPON TENANT BY ANY PRESENT OR FUTURE LAW TO REDEEM THE SAID PREMISES, OR TO ANY NEW TRIAL IN ANY ACTION OF EJECTION UNDER ANY PROVISION OF LAW, AFTER RE-ENTRY THEREUPON, OR UPON ANY PART THEREOF, BY LANDLORD, OR AFTER ANY

WARRANT TO DISPOSSESS OR JUDGMENT IN EJECTION. IF LANDLORD SHALL ACQUIRE POSSESSION OF THE SAID PREMISES BY SUMMARY PROCEEDINGS, OR IN ANY OTHER LAWFUL MANNER WITHOUT JUDICIAL PROCEEDINGS, IT SHALL BE DEEMED A RE-ENTRY WITHIN THE MEANING OF THAT WORD AS USED IN THIS LEASE. IN THE EVENT LANDLORD COMMENCES ANY SUMMARY PROCEEDINGS OR ACTION FOR NONPAYMENT OF RENT OR OTHER CHARGES PROVIDED FOR IN THIS LEASE, TENANT SHALL NOT INTERPOSE ANY COUNTERCLAIM OF ANY NATURE OR DESCRIPTION IN ANY SUCH PROCEEDINGS OR ACTION. TENANT AND LANDLORD BOTH WAIVE A TRIAL BY JURY OF ANY OR ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN THE PARTIES HERETO OR THEIR SUCCESSORS, UNDER OR CONNECTED WITH THIS LEASE, OR ANY OF ITS PROVISIONS.

46. **ENVIRONMENTAL LAW.** This Section shall not limit the generality of Section 12 hereof. As used in this Lease, the term "Hazardous Materials" shall mean and include any substance that is or contains petroleum, asbestos, polychlorinated biphenyls, lead, or any other substance, material or waste which is now or is hereafter classified or considered to be hazardous or toxic under any Environmental Laws (as such term is defined in Exhibit 10.1 (a) of the Overlease) or poses or threatens to pose a hazard to the health or safety of persons on the Premises or any adjacent property. Tenant agrees that during its use and occupancy of the Premises it will not permit Hazardous Materials to be present on or about the Premises or the Property, except in a manner and quantity necessary for the ordinary performance of Tenant's business and that it will comply with all Environmental Laws relating to the use, storage or disposal of any such Hazardous Materials. If Tenant's use of Hazardous Materials on or about the Premises or the Property results in a release, discharge or disposal of Hazardous Materials on, in, at, under, or emanating from, the Premises or the Property, Tenant agrees to investigate, clean up, remove or remediate such Hazardous Materials in full compliance with (a) the requirements of (i) all Environmental Laws and (ii) any governmental agency or authority responsible for the enforcement of any Environmental Laws; and (b) any additional requirements of Landlord that are reasonably necessary to protect the value of the Premises. Landlord shall also have the right, but not the obligation, to take whatever action with respect to any such Hazardous Materials that it deems reasonably necessary to protect the value of the Premises or the Property. All costs and expenses paid or incurred by Landlord in the exercise of such right shall be payable by Tenant upon demand. Upon reasonable notice to Tenant, Landlord may inspect Premises for the purpose of determining whether there exists on the Premises any Hazardous Materials or other condition or activity that is in violation of the requirements of this Lease or of any Environmental Laws. The right granted to Landlord herein to perform inspections shall not create a duty on Landlord's part to inspect the Premises, or liability on the part of Landlord for Tenant's use, storage or disposal of Hazardous Materials, it being understood that Tenant shall be solely responsible for all liability in connection therewith. Tenant shall surrender the Premises to Landlord upon the expiration or earlier termination of this Lease free of debris, waste or Hazardous Materials placed on or about the Premises by Tenant or its agents, employees, contractors or invitees, and in a condition which complies with all Environmental Laws. Tenant agrees to indemnify and hold harmless Landlord from and against any and all claims, losses (including, without limitation, loss in value of the Leased Premises or the Property) liabilities and expenses (including reasonable attorney's fees) sustained by Landlord attributable to (i) any Hazardous Materials placed on or about the Premises,

the Building, or the Land by Tenant or its agents, employees, contractors or invitees or (ii) Tenant's breach of any provision of this Section. The provisions of this Section shall survive the expiration or earlier termination of this Lease.

47. **{Reserved.}**

48. **LANDLORD'S LENDERS.** Tenant agrees to comply with all regulations and requirements imposed on the Property and/or the Premises by Landlord's lenders or any of its limited partners. Further, Tenant agrees to modify this Lease as may be reasonably requested by Landlord's lenders or said limited partners.

49. **COUNTERPARTS.** This Lease may be executed in counterparts and all such counterparts shall be deemed originals and together shall constitute but one and the same instrument. For the convenience of the parties, a signature on this Amendment delivered by facsimile or electronic (including .pdf) transmission shall be binding, of full force and effect and shall be treated as an original for all purposes.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF the Landlord and Tenant have executed this Lease as of the date first mentioned above.

WITNESSES:

LANDLORD:

By:
Its:

By: _____
Name:
Title:

TENANT:

**STRATFORD UNITED METHODIST
CHURCH**

By: _____
Name:
Title:

EXHIBIT A

DESCRIPTION OF PROPERTY

EXHIBIT B

DESCRIPTION OF PREMISES