

LEASE AGREEMENT

PORTIONS OF BASEMENT, 1ST FLOOR AND 3RD
FLOOR
175 ATLANTIC STREET
STAMFORD, CT 06901

OLD TOWN HALL QALICB, LLC

TO

BOARD OF EDUCATION OF THE CITY OF
STAMFORD

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Exhibit A	Floor Plans
Exhibit B	Legal Description of the Entire Premises
Exhibit C	Plot Plan
Exhibit D	Rent Schedule
Exhibit E	Lessee's Insurance Certificates

LEASE AGREEMENT

Lease Agreement dated of _____, 2017 between OLD TOWN HALL QALICB, LLC, a domestic limited liability company with its principal place of business located at 888 Washington Boulevard, 10th Floor, Stamford, Connecticut 06901 hereinafter referred to as "Lessor" and BOARD OF EDUCATION OF THE CITY OF STAMFORD, a municipal Board of Education organized under the laws of the State of Connecticut with its principal place of business at 888 Washington Boulevard, 5th Floor, Stamford, Connecticut 06901 hereinafter referred to as "Lessee".

WITNESSETH:

ARTICLE ONE

Demised Premises

1.01 Lessor, hereby leases to Lessee and Lessee hereby leases from Lessor, subject to the limitations on assignability contained elsewhere herein and subject to the other provisions of this Lease Agreement, a portion of the building, consisting of approximately ten thousand one hundred sixty-one (10,161) square feet of space to be situated in the City of Stamford, County of Fairfield and State of Connecticut, being commonly described as a portion of 175 Atlantic Street, Stamford, Connecticut as described on **Exhibit A** floor plans (hereinafter referred to as the "Demised Premises") together with the right in common with others to use the Common Areas defined hereafter. The "Common Areas" are defined as all areas and facilities that are provided and designated for general use and convenience of Lessee and other tenants, including, but not be limited to, the entranceways, elevator, walkways, stairways, bathrooms and lobby areas. Lessor agrees to maintain, or cause to be maintained, all of said Common Areas.

1.02 During the Term of this Lease Agreement (and during any period in which Lessee is allowed to occupy the Demised Premises), Lessee and its agents, employees, contractors, customers and invitees, shall have rights of access to, and the right to use and occupy the Demised Premises, and the right, in common with other occupants of the building and the Entire Premises defined hereafter to use the Common Areas on a twenty-four (24) hour-a-day, seven (7) day-a-week basis. The entire land commonly known as 175 Atlantic Street, Stamford, Connecticut, together with all buildings and improvements thereon as such land is described on **Exhibit B** and as such land, buildings and improvements are approximately depicted on **Exhibit C** and as the same is modified over time is hereinafter collectively referred to as the "Entire Premises". The building

currently existing on the Entire Premises as the same is modified over time is hereinafter referred to as the Building.

1.03 Should the particular spaces depicted in the floor plans attached hereto as **Exhibit A** (the Demised Premises) not be available for Lessee's occupation on September 6, 2017, Lessor shall be considered in default of this Lease Agreement and Lessee may terminate this Lease Agreement without payment of penalty or damages to Lessor of any kind. Lessee may, however, at its option, accept alternate spaces at and within the Entire Premises. Should Lessee accept such alternate spaces: (i) such alternate spaces shall be considered the Demised Premises per the terms of this Lease Agreement for so long as such spaces are occupied by Lessee; (ii) the Rent due to Lessor by Lessee shall be adjusted proportionately to any reduction, but not increase, in the total square footage of the Demised Premises; (iii) notwithstanding any other provisions in this Lease Agreement, Lessee may terminate this Lease Agreement for convenience at any time for so long as the particular spaces depicted in the floor plans attached hereto as **Exhibit A** remain unavailable for occupation by Lessee; and (iv) should Lessee terminate this Lease Agreement pursuant to the terms of this subsection, Lessee shall pay only the Rent due, proportionally, through its last day of occupation of such alternate spaces and Lessor shall not be entitled to payment for penalty or damages of any kind.

ARTICLE TWO

Term

2.01 The Term of this Lease Agreement shall be for a period commencing September 6, 2017, and terminating June 30, 2027, unless terminated earlier by Lessor or Lessee pursuant to the terms of this Lease Agreement.

2.02 On the condition, which the Lessor may waive, at its election and sole discretion, by written notice to the Lessee at any time, that, at the time of option exercise and as of the commencement of the hereinafter described additional terms, the Lessee is not in default of its covenants and obligations under this Lease Agreement beyond all applicable notice and cure periods, the Lessee may elect, by giving notice thereof to the Lessor at least 6 months and not more than 12 months prior to the expiration of the Term of this Lease Agreement, or the expiration of the first exercised option of the Term, as applicable, with time being of the essence in each case, to extend the Term of the Lease Agreement for a maximum of two (2) successive option terms: the first (1st) of which shall be five (5) years in duration and the second (2nd) of which shall be five (5) years in duration, on the same terms and conditions set forth herein, except that the annual fixed rent under Section 3.01 for each year of the option term exercised shall be the amounts set forth below. The additional term options cannot be exercised concurrently. The word

"Term" as used elsewhere in this Lease Agreement shall, unless otherwise expressly provided herein, include the period from September 6, 2017, through June 30, 2027, and each of the two (2) option terms to the extent the same are exercised.

ARTICLE THREE

Rent

3.01 The initial Rent Commencement Date shall be September 6, 2017. Lessee shall pay to Lessor without notice or demand and without abatement, deduction or set-off unless otherwise provided for in this Lease Agreement, in lawful money of the United States of America, at the office of Lessor, or at such other place as Lessor may designate, the fixed rent payments set forth in the Rent Schedule attached hereto as **Exhibit D** and hereby made a part hereof as if fully set forth herein, in advance, on the first day of each and every calendar month during the Term of this Lease Agreement, including any option terms.

3.02 Rent due to Lessor by Lessee pursuant to this Lease Agreement shall be credited each month, on a dollar-for-dollar basis, for any licensing or other fees owed and paid to the City of Stamford by Lessee for use of up to twenty five (25) parking spaces at the Bell Street Garage located at 28 Bell Street, Stamford, Connecticut.

ARTICLE FOUR

Refuse and Security

4.01 **Refuse.** Lessee shall at all times keep the Demised Premises in an attractive, clean and neat condition; and, Lessee shall at its own expense remove all waste materials, recycling materials and refuse from the Demised Premises promptly and shall not permit them to accumulate.

4.02 **Security.** At the election of Lessee by notice to Lessor as provided in this Lease Agreement, Lessor will provide a licensed security guard from the hours of 7:00 a.m. to 11:00 p.m. Mondays through Fridays except holidays.

ARTICLE FIVE

Examination and Access by Lessor

5.01 It is agreed that Lessor, its agents and employees, its present or prospective mortgagees, and prospective purchasers shall have access to the Demised Premises and any part thereof after reasonable notice to Lessee at reasonable times, without charge or diminution of rent, to enable Lessor and/or the others hereinabove mentioned to examine

the same. It is further agreed that Lessor, at its option, may make inspections of the Demised Premises and any part thereof at any and all reasonable times, and without notice in the case of emergency as determined in Lessor's sole discretion, for the purpose of examining the same and to effectuate the care, maintenance, repair, restoration and preservation of the buildings and other systems and facilities on the Entire Premises and the realty.

5.02 Lessor shall have the right to place for rent signs or notices upon the Entire Premises including but not limited to the Demised Premises during the period commencing three months prior to the expiration of the Lease Agreement Term or any exercised option term.

ARTICLE SIX

Use of Premises

6.01 Lessee shall use the Demised Premises for any purpose related to the operations of the Stamford Public School System, including supportive office use. Notwithstanding anything to the contrary set forth in this Lease Agreement, Lessor makes no representation as to the compliance of the above stated use with any applicable laws, statutes, ordinances and regulations.

6.02 Without in any way broadening the scope of the uses permitted above, Lessee shall not (a) suffer or permit the Demised Premises or any part thereof to be used in any manner other than as herein stated, or (b) suffer or permit anything to be done on, brought into or kept on the Demised Premises which would in any way (i) violate any laws or requirements of public authorities; (ii) make void or voidable any fire or liability insurance policy then in force with respect to the Demised Premises of which Lessee has been provided a copy; (iii) cause or, in Lessor's reasonable opinion, be likely to cause material physical damage to the Demised Premises or to any improvements thereon; (iv) constitute a public or private nuisance; or (v) cause Lessor to default in any of Lessor's obligations under this Lease Agreement.

ARTICLE SEVEN

Insurance and Indemnity

7.01 Commencing on the date this Lease Agreement is executed and at all times during the Lease Agreement Term, option terms and any extension thereof, Lessee shall maintain, at its sole cost and expense, property, liability, personal property and workers' compensation insurance coverages as set forth in the insurance certificates attached hereto as **Exhibit E** and hereby made a part hereof as if fully set forth herein. Such

insurance coverages shall be adjusted periodically so as to maintain commercially reasonable limits.

(i) Such policy or policies shall name Lessor and Lessor's mortgagees (of which Lessee has been given written notice) as additional insureds and shall contain a clause that the insurer will not cancel or change the insurance without first giving Lessor and Lessor's mortgages thirty (30) days prior notice.

(ii) Lessee shall require any contractor of Lessee performing work in or about the Demised Premises to carry or maintain, at no cost or expense to Lessor, workers' compensation insurance and comprehensive general liability insurance including contractor's liability coverage, contractual liability coverage, completed operations coverage and broad form property damage endorsement reasonably acceptable to Lessor naming Lessor and Lessor's mortgagees (of which Lessee has been given written notice) as additional insureds and shall contain a clause that the insurer will not cancel or change the insurance without first giving Lessor and Lessor's mortgagees thirty (30) days prior notice.

(iii) Any insurance coverages required under this Article shall be carried with an insurance company or companies licensed to do business in Connecticut and having a Best's Insurance Reports rating of A+ or better. Such insurance may be carried under a policy or policies covering other liabilities and locations of the Lessee. From time to time, and at least annually, Lessee shall furnish Lessor such evidence as Lessor may reasonably require to indicate that the foregoing insurance is in full force and effect and the premiums have been paid and all evidence of renewal shall be delivered to Lessor no less than thirty (30) days prior to the date of expiration of the current policy. Unless due to the negligence or wrongful act of Lessor, Lessee shall indemnify Lessor and hold Lessor harmless against any loss and expense including, but not limited to, attorneys' fees and costs incurred by Lessor as a result of Lessee's failure to maintain each of the insurance coverages set forth above.

7.02 Lessor waives any and all rights to any insurance proceeds resulting from the destruction of any of the personal property of Lessee, it being understood by Lessor that it shall have no right, interest or ownership in any personal property except pursuant to Article Twenty-One of this Lease Agreement.

7.03 Neither Lessee nor Lessee's members, employees, officers, agents or legal representatives shall be responsible for any injury or damage to person or property happening in and or on the Entire Premises by reason of any condition, defect, matter or thing, the existence of which predates July 1, 2017, and Lessor agrees to indemnify and hold harmless the Lessee from any and all fines, claims, suits, actions, judgments, damages or liability, including reasonable attorneys' fees, arising therefrom.

7.04 Lessee shall, during the Term and any exercised option term of this Lease Agreement (and after the Term and any exercised option term of this Lease Agreement in regard to any claim or the basis thereof arising during the Term and/or any exercised option term of this Lease Agreement), indemnify, defend and hold harmless Lessor, its members, officers, employees, agents and legal representatives ("Lessor Indemnified Parties"), from and against all loss, cost, liability, claim, damage and expense, including but not limited to reasonable attorneys' fees and disbursements, judgments, penalties and fines which may be imposed upon or asserted against Lessor Indemnified Parties by reason of any of the following:

i. any default by Lessee beyond any applicable notice or cure period in the observance or performance of any of the terms, covenants, obligations or conditions of this Lease Agreement;

ii. the use, tenancy or occupancy or manner of use, tenancy or occupancy of the Demised Premises and/or the Entire Premises by Lessee, or any person claiming through or under Lessee, including its authorized assignees;

iii. any act, omission or negligence of Lessee, its contractors, subcontractors, agents, employees, licensees, customers, clients and invitees, including, without limitation, the installation of Lessee's Work; and

iv. any accident, injury or damage to any person or property occurring in or on:
(i) the Entire Premises as the same relates in any way to the use, tenancy or occupancy or manner by Lessee of use, tenancy or occupancy of the Demised Premises and/or the Entire Premises by Lessee; and/or (ii) the Demised Premises.

7.05 Lessor hereby agrees to indemnify and save harmless and to further indemnify and hold harmless Lessee, Lessee's members, employees, officers, agents and legal representatives of and from any and all loss or damage to property, injury to persons, fines, claims, suits, actions, judgments, damages or liabilities of any kind arising out of Lessor's or Lessor's members', employees', agents', officers', agents' or legal representatives', negligent acts or omissions or any breach, violation, or non-performance of any covenant or condition of this Lease Agreement or for the violation of any law, statute, regulation or order by Lessor.

7.06 The Entire Premises is currently insured by the City of Stamford, Connecticut, per the insurance certificates attached hereto as **Exhibit E**. Should the City of Stamford discontinue such coverage, Lessor and Lessee shall each procure and maintain, at their respective expense, their own, similar coverages for the Term of this Lease Agreement, including any option terms, and name each other and each other's members, employees, officers, agents and legal representatives as additional insureds.

7.07 The indemnifications provided herein shall survive the expiration or earlier termination of this Lease Agreement.

ARTICLE EIGHT

Subordination and Nondisturbance

8.01 This Lease Agreement and all of the rights of Lessee hereunder are and shall be subject and subordinate to the lien of any mortgage or mortgages previously and/or subsequently placed on the Entire Premises or any part thereof (except the Lessee's personal property or trade fixtures) and to any and all renewals, modifications, consolidations, replacements, extensions or substitutions of any such mortgage or mortgages.

8.02 In the event such mortgage holder or any trustee for such mortgage holder takes possession of the Entire Premises or any portion thereof, as mortgagee-in-possession or otherwise, or forecloses or otherwise causes the Entire Premises or portion thereof to be sold, the mortgage holder agrees not to affect, terminate or disturb Lessee's right to quiet enjoyment and possession of the Demised Premises under the terms of this Lease Agreement or any of Lessee's other rights under this Lease Agreement in the exercise of such mortgage holder's rights so long as Lessee is not then in default under any of the terms, covenants or conditions of this Lease Agreement.

8.03 In the event that such mortgage holder succeeds to the interest of the Lessor or if anyone else acquires title to or the right to possession of the Entire Premises or portion thereof upon foreclosure or by other sale or upon the sale of the Entire Premises by such mortgage holder or its successors or assigns or any trustee for such mortgage holder after foreclosure or other sale or acquisition of title in lieu thereof or otherwise, such mortgage holder or its successors or assigns or the then owner of Lessor's fee title to the Entire Premises or any portion thereof after foreclosure or other sale (hereinafter collectively referred to in this paragraph as "Successor Lessor") and Lessee hereby agree to recognize one another as Lessor and Lessee, respectively, under the Lease Agreement and to be bound to one another under all of the terms, covenants and conditions of the Lease Agreement, and Successor Lessor shall assume all of the obligations of the Lessor under the Lease Agreement. Accordingly, from and after such event, Successor Lessor and Lessee shall have the same remedies against each other for the breach of an agreement contained in this Lease Agreement as Lessor and Lessee had before Successor Lessor succeeded to the interest of the Lessor.

ARTICLE NINE
Lessor and Lessee Certificates

9.01 Each party hereto shall from time to time, within ten (10) days after the request of the other party, execute and deliver to the requesting party a written certificate stating (a) whether this Lease Agreement is in full force and effect; (b) whether this Lease Agreement has been modified or amended and, if so, identifying and describing any such modification or amendment; (c) whether the fixed rent and other charges, if applicable, have been paid more than thirty (30) days in advance of the date when due and, if so, the date to which they have been paid in advance; (d) whether the party to whom the request is directed knows, to the best of its knowledge, that any default exists on the part of the other party and, if so, specifying the nature of such default or claim and (e) such other matters as may be reasonably requested by the party requesting such certificate. The parties agree that such statement may be relied upon by Lessor, Lessee and any mortgagee, purchaser, or assignee of the requesting party's interest in this Lease Agreement or the Demised Premises.

ARTICLE TEN
Alterations and Repairs

10.01 Lessee hereby acknowledges that the Demised Premises and Entire Premises shall be delivered in an "as is" condition and that Lessor has no obligation to alter, repair, renovate, or render fit for Lessee's occupancy, any part of the Demised Premises except to provide the Demised Premises in a condition which allows Lessee to initiate its initial fit-up of the Demised Premises.

10.02 Lessee may renovate the Demised Premises upon taking occupancy as is necessary and incidental to the operation of Lessee's business (said renovations hereinafter referred to as "Lessee's Work") in accordance with the following terms and conditions:

- a. All renovations are to be made at Lessee's sole cost and expense;
- b. All such work to renovate, remodel or reconstruct the Demised Premises shall conform to and be in accordance with the landmark historic character of the Entire Premises and plans prepared by professionally qualified and licensed architect(s) and/or engineer(s), which plans shall be submitted to the Lessor for written approval prior to the implementation and execution of such work, which approval shall not be unreasonably withheld, conditioned or delayed beyond two weeks after submission by Lessee. Lessor's approval of Lessee's plans shall not be deemed to be a statement or representation by

Lessor as to the completeness of said plans, or their compliance with any laws, statutes, ordinances, regulations, or with any Lessee obligation or covenant contained in this Lease Agreement;

c. Lessee shall, before making any renovations, alterations, installations, or other improvements, at its own cost and expense, obtain all permits, approvals and certificates required by any and all governmental or quasi-governmental agencies having jurisdiction, including, but not limited to the City of Stamford. Evidence of all approvals shall be delivered to Lessor prior to the commencement of any work, and certificates of final approval, certificates of completion or certificates of occupancy, as applicable, shall also be delivered to the Lessor. All work performed by Lessee shall conform to and meet any and all requirements of any governmental or quasi-governmental authority, or any other agency having jurisdiction, or any applicable law, statute, ordinance rule, regulation, code or other requirement;

d. All contractors engaged by the Lessee shall be duly licensed;

e. The Lessee shall cause all contractors engaged in any construction to provide the Lessor with a waiver of lien, duly executed by the trade in recordable form;

f. All renovations shall be completed in a professional and workmanlike manner;

g. All alterations and systems, unless otherwise provided for or removable from the Demised Premises without material damage thereto, shall belong to and become part of the real property and shall be surrendered with the Demised Premises as a part thereof upon the expiration or sooner termination of this Lease Agreement; and

h. Lessee agrees to use its best efforts to minimize disruption to other occupants of the Entire Premises. Lessee shall use its best efforts in the construction, design and engineering of the Demised Premises to reduce and minimize noise, odors, or vapors which may emanate through the walls of the Demised Premises to the adjacent areas.

10.03 Lessee, except as otherwise provided in this Lease Agreement, shall not make any renovations, installations, alterations, additions, or improvements in or to the Demised Premises, including, without limitation, any apertures in the walls, partitions, ceilings or floors, without on each occasion obtaining the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. Any such work so approved by Lessor shall be performed only in accordance with plans and

specifications approved by Lessor. Lessee shall procure at Lessee's sole expense all necessary permits and licenses before undertaking any work on the Demised Premises and shall perform all such work in a good and workmanlike manner employing materials of good quality and so as to conform with all applicable zoning, building, fire, health and other statutes, codes, regulations, ordinances and laws and with all applicable insurance requirements. Lessee shall defend, indemnify and hold Lessor harmless from all injury, loss, claims or damage to any person or property occasioned by or growing out of such work including but not limited to reasonable attorney fees. Lessor may inspect the work of Lessee at reasonable times and give notice of observed defects and require correction of the same. Upon completion of any such work, Lessee shall provide Lessor with "as built" plans, copies of all construction contracts and proof of payment for all labor and materials.

Lessee shall pay when due all uncontested claims for labor and material furnished to the Demised Premises by or at the request of Lessee and shall make reasonable efforts to keep the Demised Premises free from liens for labor and materials arising therefrom. Lessee shall give Lessor prior written notice of the commencement of any work on the Demised Premises whenever Lessor's consent to such work is required. Lessor may record and post notices of non-responsibility on the Demised Premises.

Lessee shall surrender the Demised Premises to Lessor broom clean and in the condition which Lessee shall have been required to maintain the Demised Premises under this Lease Agreement, reasonable wear and tear excepted. With respect to any alterations, additions or improvements which require Lessor's approval, such items shall become Lessor's property and shall be surrendered to Lessor upon the expiration or earlier termination of the Lease Agreement, except that Lessee may remove any of Lessee's furniture or equipment which can be removed without damage to the Demised Premises. Lessee shall repair, at Lessee's expense, any damage to the Demised Premises caused by the removal of any such furniture or equipment.

All work shall comply with all applicable governmental rules and regulations, shall be done in a good and workmanlike manner to Lessor's reasonable satisfaction, using new materials and equipment, shall be done in a manner which will assure labor harmony at the Building, shall be consistent with the uses permitted under this Lease Agreement, and in all other respects shall comply with the terms and provisions of this Lease Agreement.

Lessee shall provide to Lessor, prior to commencing any work costing more than \$50,000.00, a guaranty of completion from a guarantor, or a completion bond from a carrier in such amount.

Lessee agrees to provide to Lessor, within ten (10) days of Lessor's written request therefor, copies of all applications, permits, authorizations and approvals related to the Demised Premises. All construction shall be in conformity with all legal and governmental requirements and shall be performed in a good and workmanlike manner.

Any change, alteration, addition or improvement, structural or non-structural, foreseen or unforeseen which is required to be made to the Demised Premises in connection with the Lessee's use of the Demised Premises, including, but not limited to any improvement thereon by reason of any governmental or legal requirement, shall be made by the Lessee at Lessee's sole cost and expense in accordance with the provisions of this Lease Agreement.

Except as set forth in Article Thirteen of this Lease Agreement, Lessee, at its own expense, shall provide, install, maintain, repair and replace all fixtures and equipment that it determines are necessary or desirable (and may substitute for, replace and alter the same) at the Demised Premises. Lessor shall sign any lien waivers or other documents reasonably requested by Lessee, but only if required for the benefit of any lender or lessor providing financing or leases for any equipment, fixtures, inventory or personal property located or to be located on the Demised Premises from time to time.

10.04 After the initial fit-up of the Demised Premises, all work performed by Lessee pursuant to this Article Ten shall be considered included within the definition of "Lessee's Work" as that term is used in this Lease Agreement.

ARTICLE ELEVEN

Violations

11.01 Lessee shall promptly notify Lessor of any written notice it receives of the violation of any law or requirement of any federal, state, municipal or other public authority, and Lessee, at its expense, shall comply with all laws, rules and requirements of such public authorities which shall, with respect to the Demised Premises, the use and occupation thereof, or the abatement of any nuisance, impose any violation, order or duty on Lessor or Lessee arising from (i) Lessee's use of the Demised Premises, (ii) the manner of conduct of Lessee's business or operation of its installations, equipment or other property therein, (iii) any cause or condition created by the Lessee's tenancy hereunder or at the instance of Lessee, or (iv) breach of any of Lessee's obligations hereunder.

11.02 If Lessee should desire to contest the validity of any such law, ordinance, rule, order or regulations with which Lessee is obligated to comply, it may, at its expense,

carry on such contest; and non-compliance by it during such contest shall not constitute a breach of this Lease Agreement provided that Lessee shall, to the satisfaction of Lessor, indemnify and hold Lessor harmless against the cost of compliance and against all liability for any loss, damages and expenses (including reasonable attorney's fees) which might result from or are incurred in connection with such contest or non-compliance and provide Lessor with reasonable security against the same; provided, however, that in no event shall non-compliance continue so as to subject Lessor to any fine or penalty or to prosecution for a crime.

ARTICLE TWELVE

Encumbrances

12.01 Except as may be specifically otherwise permitted in this Lease Agreement, Lessee shall not do any act which shall in any way encumber the title of Lessor in and to said Demised Premises, nor shall the interest or estate of Lessor in said Demised Premises be in any way subject to any claim of lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by Lessee, and any claim to or lien upon the Demised Premises arising from any alleged act or omission of Lessee shall accrue only against the leasehold estate of Lessee and shall in all respects be subject and subordinate to the paramount title and right of Lessor in and to said Demised Premises. Lessee will make reasonable efforts to prevent the Demised Premises subjection to any mechanics', laborers' or materialmen's lien on account of labor or material furnished or claimed to have been furnished to Lessee in connection with work of any character performed or claimed to have been performed on the Demised Premises by or at the discretion or sufferance of Lessee; provided, however, that Lessee shall have the right to contest, in good faith and with reasonable diligence, the validity of any such lien if Lessee shall give to Lessor such reasonable security as may be demanded by Lessor to insure payment thereof and to prevent any sale, foreclosure or forfeiture of the Demised Premises by reason of nonpayment thereof, provided, on final determination of the lien or claim for lien, Lessee will immediately pay any judgment rendered, with all proper costs and charges, and will, at its own cost and expense, have the lien released and any judgment satisfied.

12.02 In case Lessee shall fail to contest the validity of any lien or claimed lien and give security to Lessor to insure payment thereof, or, having commenced to contest the same and having given such security, shall fail or fails to prosecute such contest with diligence, or shall fail to have same released and satisfy any judgment rendered thereon, then Lessor may, at its election (but shall not be required), in its discretion, settle or compromise the same, and any amounts advanced by Lessor for such purposes shall payable to Lessor by Lessee.

12.03 Lessee shall not allow or permit any transfer of this Lease Agreement, or any interest hereunder, by operation of law, nor shall Lessee convey, mortgage, pledge or encumber this Lease Agreement or any interest hereunder, except as provided elsewhere in this Lease Agreement, without the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed, and any attempt to effect one or more of the foregoing activities, without such consent, shall be void and of no effect.

ARTICLE THIRTEEN

Good Repair, Maintenance and Utilities

13.01 Lessee covenants and agrees, at its sole expense, to maintain and keep the Demised Premises, any improvements thereon, any appurtenances thereto and any fixtures and equipment therein in good repair and in a good and clean condition reasonable wear and tear excepted and to fully comply at all times with all lawful health, zoning and other governmental laws, statutes, ordinances and regulations related to the Use of the Demised Premises.

13.02 Lessor shall maintain and be responsible for the structural and operational soundness and the weather tightness of the Entire Premises, including, but not limited to the roof, foundation, floors, exterior walls, columns, beams, and fixtures.

13.03 Lessor shall maintain and be responsible for all building systems, including, but not limited to, HVAC, generators, back-up generators, mechanical, electrical, plumbing, waste, heating, ventilating and air conditioning.

13.04 Lessor shall provide and be solely responsible for all utilities and maintenance functions, except custodial services to the Demised Premises, related to the Entire Premises including, but not limited to, sidewalk maintenance, snow and ice removal, water and sewer services, electricity, fuel oil, gas, custodial services, grounds keeping, janitorial services and supplies, security and other related service agreements.

13.05 Lessee shall be solely responsible for and shall bear all cost and expense for installing, maintaining and repairing Lessee's improvements to the Demised Premises, including all interior walls, all windows including all glass of any kind, all doors, non-structural portions of the Demised Premises, and legally-mandated handicapped facilities within the Demised Premises that are required solely as a result of Lessee's use of the Demised Premises and/or the Entire Premises.

ARTICLE FOURTEEN

Notices

14.01 All notices, demands and other communications required or permitted to be given under this Lease Agreement shall be in writing and shall be deemed to be given when delivered (or, if delivery is refused, on the date delivery was attempted) if sent by recognized overnight courier, or upon three (3) business days after deposit in the U. S. Mail if sent by certified or registered mail, postage prepaid. All notices shall be addressed to Lessor at the last address where rent was paid to the attention of Timothy Curtin and with a copy to John F. X. Leydon, Jr., Law Office of John F. X. Leydon, Jr., LLC, 350 Bedford Street, Suite 403, Stamford, Connecticut 06901, or to Lessee at the following address:

Superintendent of Stamford Schools
Government Center, 5th Floor
888 Washington Boulevard
Stamford, CT 06904

With a copy to:
Stamford Corporation Counsel
Government Center, 9th Floor
888 Washington Boulevard
Stamford, CT 06904

Notice addresses may be changed by either party giving the other written notice of such change in compliance with the terms of this Article Fourteen.

ARTICLE FIFTEEN

Default

15.01 This Lease Agreement, the Term and estate hereby granted and any and all options possessed by Lessee hereunder are subject **inter alia** to the limitation that whenever Lessee shall make an assignment for the benefit of creditors, or shall file a voluntary petition for bankruptcy or insolvency under any bankruptcy act or any other present or future applicable federal, state or other statute or law or whenever a petition shall be filed by or against Lessee seeking any reorganization arrangement, composition, readjustment, adjustment, liquidation, dissolution or similar relief under any present or future federal bankruptcy act or any other present or future applicable federal, state or other statute or law, or shall seek or consent to acquiesce in the appointment of any trustee, receiver or liquidator of Lessee or of all or any substantial part of its properties,

or whenever a permanent or temporary receiver of Lessee or of or for the property of Lessee shall be appointed, or if Lessee shall plead bankruptcy or insolvency as a defense in any action or proceeding, then, Lessor (a) at any time after receipt of notice of the occurrence of any such event, or (b) if such event occurs without the acquiescence of Lessee, at any time after the event continues for thirty (30) days, may give Lessee a notice of intention to end the Term of this Lease Agreement at the expiration of ten (10) days from the service of such notice of intention, and, upon the expiration of said ten (10) day period, this Lease Agreement, the Term and estate hereby granted, shall terminate with the same effect as if that day were the last day of the Term or any exercised option term of this Lease Agreement, but Lessee shall remain liable for damages to Lessor.

15.02 This Lease Agreement and the Term and estate hereby granted are subject to the further limitation that:

(a) Whenever Lessee shall default in the payment of any installment of fixed rent, or in the payment of any impositions, on any day upon which the same shall be due and payable and such default shall continue for ten (10) days after the due date thereof;

(b) Whenever Lessee shall do or permit anything to be done or not prevent anything from being done, whether by action or inaction, contrary to any of Lessee's obligations hereunder, and if such situation shall continue and shall not be remedied by Lessee within thirty (30) days after Lessor shall have given to Lessee a notice in writing specifying the same, or in the case of a default which cannot with due diligence be cured within a period of thirty (30) days and the continuance of which for the period required for cure will not subject Lessor to the risk of fines, penalties or criminal or civil liability or foreclose of any mortgage or other lien, if Lessee shall not duly institute a cure within such thirty (30) day period, and, if allowed pursuant to the above within this Section 15.02 (b), promptly and diligently prosecute to completion all steps necessary to remedy the same;

(c) Whenever any event shall occur or any contingency shall arise whereby this Lease agreement or any interest herein or the estate hereby granted or any portion thereof or the unexpired balance of the Term hereof would, by operation of law or otherwise, devolve upon or pass to any person, firm or corporation other than Lessee, except as expressly herein provided; or

(d) Whenever Lessee shall vacate or abandon the Demised Premises;

then, in any such event, at any time thereafter, Lessor may give to Lessee a notice specifying the specific default and of intention to end the Term of this Lease Agreement

at the expiration of thirty (30) business days from the date of the service of such notice of intention, and, upon the expiration of said thirty (30) days provided Lessee has not cured such default, this Lease Agreement and the Term and estate hereby granted shall terminate with the same effect as if that day were the last day of the Term of this Lease Agreement, but Lessee shall remain liable for damages to Lessor.

ARTICLE SIXTEEN

Re-Entry

16.01 If this Lease Agreement shall terminate for any reason whatsoever, Lessor and Lessor's agents, contractors, attorneys and employees may, without further notice immediately or at any time thereafter, enter upon and re-enter the Demised Premises, or any part thereof, and possess or repossess themselves thereof either by summary dispossession proceedings, or any suitable action or proceeding at law, or by agreement with Lessee, and may dispossess and remove Lessee and all other persons and property from the Demised Premises, and may repossess the Demised Premises and the right to receive all rental income again as and of their first estate and interest therein. The words "enter" or "re-enter" and "possess" or repossess, as herein used, are not restricted to their technical legal meaning. In the event of any termination of this Lease Agreement under the provisions of Article Fifteen or re-entry under this Article Sixteen or in the event of the termination of this Lease Agreement, or of re-entry by summary dispossession proceedings, or by any suitable action or proceeding at law, or by agreement with Lessee, by reason of default hereunder on the part of Lessee, Lessee shall thereupon pay to Lessor the fixed rent due up to the time of such termination of this Lease Agreement and shall pay to Lessor damages as hereinafter provided.

16.02 In the event of any breach or threatened breach by Lessee or Lessor of any of the agreements, terms, covenants or conditions contained in this Lease Agreement, the non-breaching party shall be entitled to enjoin such breach or threatened breach and shall have the right to invoke any right and remedy allowed at law or in equity or by statute or otherwise as though re-entry, summary proceedings and other remedies were not provided for in this Lease Agreement.

16.03 Each right and remedy of Lessor and Lessee provided for in this Lease Agreement shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease Agreement or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Lessor or Lessee of any one or more of the rights or remedies provided for in this Lease Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Lessor or Lessee of any or all other rights or remedies

provided for in this Lease Agreement or now or hereafter existing at law or in equity or by statute or otherwise.

16.04 If this Lease Agreement shall terminate under the provisions of Article Fifteen, or if Lessor shall re-enter the Demised Premises under the provisions of this Article Sixteen, or in the event of the termination of this Lease Agreement, or of re-entry, by or under any summary dispossession or other proceeding or action or any provision of law by reason of default hereunder on the part of Lessee, Lessor shall be entitled to retain all monies, if any, paid by Lessee to Lessor, whether as advance rent, security or otherwise, but such monies shall be credited to Lessor against any fixed rent due from Lessee at the time of such termination against any damages payable by Lessee under this Lease Agreement or pursuant to law.

ARTICLE SEVENTEEN

Damages

17.01 If this Lease Agreement is terminated: (i) under the provisions of Article Fifteen; (ii) if Lessor shall re-enter the Demised Premises under the provisions of Article Sixteen; (iii) in the event of the termination of this Lease Agreement by Lessee at its convenience; (iv) re-entry by summary dispossession proceedings, or (v) by any suitable action or proceeding at law; then Lessee shall pay to Lessor as damages a sum equal to the fixed rent for the twelve (12) month period after such termination or the fixed rent due to the end of the Term, whichever is less, provided, however, that if Lessor shall relet the Demised Premises or any portions thereof during said period, Lessor shall credit Lessee with the net rents received by Lessor from such reletting, such net rents to be determined by first deducting from the gross rents, the reasonable expenses incurred or paid by Lessor in terminating this Lease Agreement or in re-entering the Demised Premises and in securing possession thereof, as well as the reasonable expenses of reletting, including altering, cleaning and repairing the Demised Premises or any portion or portions thereof to place the same in good order and condition for new tenants, reasonable brokers' commissions, reasonable advertising expenses, and all other reasonable expenses properly chargeable against the Demised Premises and the rental therefrom; it being understood that any such reletting may be for a period shorter or longer than the remaining Term of this Lease Agreement, but in no event shall Lessee be entitled to receive any excess of such net rents over the sums payable by Lessee to Lessor hereunder. If the Demised Premises or any part thereof should be relet in combination with other space, then proper apportionment shall be made of the rent received from such reletting and of the expenses of reletting. Lessor has no duty to mitigate damages should any of the circumstances set forth in this Article Seventeen arise.

17.02 After the occurrence of any default by Lessee, Lessor, in addition to or in lieu of exercising other remedies, may, but without any obligation to do so, cure the breach underlying the default for the account of and at the expense of Lessee; however, Lessor must by prior notice first allow Lessee a reasonable opportunity to cure, except in cases of emergency as determined in Landlord's sole discretion, where Lessor may proceed without prior notice to Lessee.

ARTICLE EIGHTEEN

Waiver of Notice

18.01 It is further agreed between the parties hereto that, whenever this Lease Agreement shall terminate, either by lapse of time or by virtue of any of the express stipulations herein, Lessee hereby waives all right to any notice to quit possession as prescribed by the statute relating to summary process.

ARTICLE NINETEEN

Holding Over

19.01 It is further agreed that, in case Lessee shall, with the written agreement of Lessor endorsed thereon, or on the duplicate thereof, at any time hold over the said Demised Premises beyond the period above specified for the termination of this Lease Agreement, or beyond the period of an option to renew this Lease Agreement as hereinafter specified, Lessee shall hold the Demised Premises upon the terms of such written agreement; and no holding over by Lessee shall operate to renew this Lease Agreement without such a written agreement. In the event of any holding over without the written agreement of Lessor, the annual fixed rent for such period shall be equal to the highest annual fixed rent payable by Lessee hereunder for any prior one year period.

ARTICLE TWENTY

Quiet Enjoyment

20.01 Lessor covenants that if, and so long as, Lessee pays all of the annual fixed rental due hereunder, and is not in default in regard to a covenant, agreement, term, provision or foundation herein contained on the part and on behalf of Lessee to be kept and performed, Lessee shall quietly enjoy the Demised Premises without hindrance or molestation by Lessor or by any other person lawfully claiming the same by, through or under Lessor, subject to the covenants, agreements, terms, provisions and conditions of this Lease Agreement.

ARTICLE TWENTY ONE

Surrender

21.01 At the expiration of the period herein specified for the Term of this Lease Agreement, or any sooner termination pursuant to the terms hereof, Lessee shall quit and surrender the Demised Premises in as good state and condition as reasonable use and wear thereof will permit, and the Demised Premises shall be left broom clean and in good order. All personal property of Lessee shall be completely removed from the Demised Premises within thirty (30) days from such surrender under this Article Twenty One and if all or any part of such personal property is not so removed, it shall be conclusively presumed that Lessee had abandoned said personal property and Lessor, at its election, may dispose of said personal property by sale or otherwise and all proceeds received by Lessor in selling said personal property shall belong solely to Lessor and Lessee waives any right, title or interest to said personal property or proceeds thereof.

ARTICLE TWENTY TWO

Recording

22.01 This Lease Agreement shall not be recorded but the parties agree, at the request of either of them, to execute a Notice of Lease or short form Lease Agreement for recording, containing the information required for an effective Notice of Lease by the General Statutes of Connecticut.

ARTICLE TWENTY THREE

Exclusive Remedy

23.01 No remedy herein or otherwise conferred upon or reserved to Lessor or Lessee shall be considered an exclusive remedy given hereunder or now or hereafter existing at law or in equity or by statute, and every power and remedy given by this Lease Agreement to Lessor and Lessee may be exercised independent of and/or utilized in conjunction with any other remedy or remedies or power or powers all at the sole election of the party exercising the same from time to time, as often as occasion may arise or as may be deemed expedient and independent of and/or utilized in conjunction with any other remedy or remedies and/or power or powers all at the sole election of the party exercising the same, except to the extent that such party is precluded from seeking such remedy or remedies or power or powers in this Lease Agreement. The failure of Lessor or Lessee to take action with respect to any breach of any term, covenant, or condition contained in this Lease Agreement shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach of the same, or any other term, covenant, or

condition contained in this Lease Agreement unless and until said breach is cured by the breaching party with the non-breaching party's consent.

23.02 No waiver of any breach of any of the covenants of this Lease Agreement shall be construed, taken or held to be a waiver of any other breach, or waiver, acquiescence in or consent to any further or succeeding breach of the same or any other covenant.

23.03 Neither the rights herein given to receive, collect, sue for or distrain for any rent or rents, moneys or payments or to enforce the terms, provisions and conditions of this Lease Agreement, or to prevent the breach or non observance thereof, or the exercise of any such right or of any other rights or remedies hereunder or otherwise granted or arising, shall in any way affect or impair or toll the right of power of Lessor to declare the Term hereby granted ended, and to terminate Lessor's obligations under this Lease Agreement, because of any default in or breach of the covenants, provisions or conditions of this Lease Agreement if Lessee fails, after proper notice by Lessor, to cure such breach or defect within the time allowed pursuant to this Lease Agreement.

23.04 If, as a consequence of a default by Lessor under this Lease Agreement, Lessee recovers a money judgment against Lessor, such judgment shall be satisfied only out of the proceeds received upon execution of such judgment and levied thereon against the right, title and interest of Lessor in the Entire Premises and out of rent or other income from such property or out of consideration received by Lessor from the sale or other disposition of all or any part of Lessor's right, title or interest in the Entire Premises, and Lessor shall not be liable for any deficiency. In no event shall Lessee seek recourse against Lessor's members, managers, officers, employees, directors, agents or attorneys or any of their personal assets for satisfaction of any liabilities in respect of this Lease Agreement.

ARTICLE TWENTY FOUR **No Representations**

24.01 Except as otherwise stated in this Lease Agreement, Lessee's execution of this Lease Agreement shall conclusively indicate: (1) Lessee agrees and covenants that it has examined the Demised Premises and the Entire Premises; (2) that it is fully satisfied with the physical condition of said Demised Premises and the Entire Premises; (3) that neither Lessor, nor any representative of Lessor has made any representation or promise upon which Lessee has relied or is relying concerning the condition of the Demised Premises or the building and improvements thereon or any other aspect of the Entire Premises; and (4) that neither Lessor nor any representative of Lessor has made any

representation upon which Lessee is relying that the Demised Premises may be suitable for the Lessee's intended purpose.

ARTICLE TWENTY FIVE

Hazardous Material

25.01 (a) Lessor's Representations, Warranties and Covenants. Lessor represents, warrants and covenants that it is, and shall remain during the Term of this Lease Agreement, option terms and any extensions thereof, in compliance with all local, state and federal environmental laws imposing obligations on the Lessor as owner of the Entire Premises. Lessor hereby agrees to indemnify and hold harmless Lessee from and against any damage, penalty, loss, liability, claim or expense, including, without limitation, reasonable remediation, mitigation, engineering and attorney's fees, costs and expenses, arising out of the breach of this covenant. Lessor's representation and indemnity obligation to Lessee under this Article shall survive the cancellation or termination of this Lease Agreement.

(b) Lessee's Covenant and Indemnification Obligation. Lessee covenants that it will not use, maintain, generate, store, treat or dispose of any Hazardous Material in or on the Demised Premises in violation of applicable governmental regulations. Lessee hereby agrees to indemnify and hold harmless Lessor from and against any damage, penalty, loss, liability, claim or expense, including, without limitation, reasonable remediation, mitigation, engineering and attorneys' fees, costs and expenses, arising out of the breach of this covenant. Lessee's representation and indemnity obligation to Lessor under this Article shall survive the cancellation or termination of this Lease Agreement.

(c) Definition. For purposes of this paragraph, the term "**Hazardous Material**" shall mean any toxic or hazardous waste or substance (including without limitation asbestos and petroleum products) which is regulated by applicable local, state or federal environmental laws, statutes, ordinances or regulations.

ARTICLE TWENTY SIX

Binding

26.01 The provisions of this Lease Agreement shall be binding upon and enforceable by the parties and their respective personal representatives, legal representatives, successors and permitted assigns.

ARTICLE TWENTY SEVEN

Partial Invalidity

27.01 If any provision of this Lease Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable, such invalidity or unenforceability shall attach only to such provision and shall not in any manner affect or render invalid or unenforceable any other provision of this Lease Agreement, or the application of the remainder of it to any other person or circumstance, and this Lease Agreement shall be carried out as if any such invalid or unenforceable provision or its invalid or unenforceable application were not contained herein. In the event that any provision is declared invalid or unenforceable, or not to be applied to any person or circumstance, the parties hereto agree to substitute for such invalid, unenforceable or inapplicable provision, or application, a new provision, or application, which reflects, to the closest extent possible, the intent of the parties.

ARTICLE TWENTY EIGHT

Pronouns

28.01 Whenever and wherever in this Lease Agreement required by context, the singular shall include the plural, the plural shall include the singular and the use of any gender shall be deemed the use of the gender the context requires.

ARTICLE TWENTY NINE

Subletting

29.01 Lessee shall have the right to sublet the Demised Premises in whole or in part for any purposes related to Lessee's intended use as set forth in Article Six of this Lease Agreement. Fifty (50%) percent of any fixed rent and/or additional rent, net of any expenses related thereto, received by Lessee from any subtenant which is in excess of the proportionate amount to be paid by Lessee to Lessor under this Lease Agreement shall be paid by Lessee to Lessor.

ARTICLE THIRTY

Assignment

30.01 Lessee further covenants, that except as may be herein specifically provided, it will not assign this Lease Agreement or any one or more of Lessee's rights hereunder, without the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed, and that it will not occupy or use the Demised Premises, nor permit the same to be occupied or used, for any business or

purpose not hereinabove specified without Lessor's prior written consent which shall not be unreasonably withheld, conditioned or delayed and any attempt by Lessee to do any such prohibited act shall be void and of no effect. No assignment by Lessee of this Lease Agreement and no letting or underletting of the Demised Premises, with or without the written consent of Lessor, shall relieve Lessee of any of its covenants, obligations and agreements, including the covenant to pay annual fixed rent under this Lease Agreement, and Lessee shall continue to be liable as a principal, and not as a guarantor or surety, to the same extent as though no assignment had been made or no sublease entered into unless specifically released in writing by Lessor. Fifty (50%) percent of any fixed rent and/or additional rent, net of any expenses related thereto, received by Lessee from any assignee which is in excess of the proportionate amount to be paid by Lessee to Lessor under this Lease Agreement shall be paid by Lessee to Lessor as additional rent.

30.02 If Lessor and an assignee of the Lessee amend this Lease Agreement, Lessee shall not be liable for the performance and observance of the obligations to be performed by the assignee pursuant to the provisions of this Lease Agreement as amended; however, Lessee shall remain liable for the performance and observance of all the original obligations to be performed by Lessee pursuant to this Lease Agreement. For any assignment for which Lessee is not released from liability, Lessor shall mail to the Lessee a copy of each notice of default given by Lessor to the then tenant (the "current tenant") under this Lease Agreement at the same time as any such notice shall be given to the current tenant. Lessor shall not have any right to terminate this Lease Agreement, or otherwise to exercise any of its rights and remedies hereunder, after a default by such current tenant, unless and until (i) Lessee has been mailed a copy of the default notice in question and, (ii) Lessee has an opportunity to remedy such default within the time periods set forth below. Lessor shall accept performance by Lessee of any term, covenant, provision or agreement contained herein on the current tenant's part to be observed and performed with the same force and effect as if performed by the current tenant, provided such performance shall occur within thirty (30) days after Lessor's mailing of the default notice to Lessee; provided, however, that if the default in question cannot with due diligence be remedied by Lessee within a period of thirty (30) days, if Lessee commences to remedy such default within such thirty (30) days and thereafter prosecutes such cure with reasonable diligence, the period of time to cure such default shall be extended so long as Lessee prosecutes said cure with reasonable diligence and the continuance of the period will not subject Lessor to the risk of fines, penalties, criminal or civil liability or foreclosure of any mortgage or other lien. If Lessee cures the default by such current tenant, Lessee shall have the right, to the extent it is allowed by law, to resume actual possession of the Demised Premises for the unexpired balance of the Lease Agreement Term upon all of the then executory terms of this Lease Agreement.

ARTICLE THIRTY ONE

Condemnation

31.01 If the entire buildings on the Entire Premises shall be acquired or condemned by eminent domain for any public or quasi public use or purpose during the Term of this Lease Agreement, then in that event the Term of this Lease Agreement shall cease and terminate as of the date when title vests in such proceeding and Lessee shall have no claim against Lessor as a result but shall have all other rights to claim damages against others as allowed by statutory and common law.

31.02 If only a part of any of the buildings on the Entire Premises shall be taken in such condemnation proceeding, and that portion constitutes more than thirty-three and one-third percent (33 1/3%) of the total square footage of the Demised Premises or of Common Areas, Lessee shall have the right, to be exercised by written notice to Lessor, within thirty (30) days after the date of taking, to terminate this Lease Agreement and the Term hereby demised shall cease and come to an end and Lessee shall have no claim for the value of the unexpired portion of the Term of this Lease Agreement.

31.03 In the event Lessee does not exercise its right to terminate this Lease Agreement in the event of such partial taking, Lessor covenants and agrees to make the proportional proceeds of any such condemnation award available to Lessee for purposes of restoring the Demised Premises.

31.04 In the event of any partial taking, the annual fixed rental shall be prorated to reflect the difference in square footage of the Demised Premises before the taking and thereafter.

ARTICLE THIRTY ONE POINT FIVE

Casualty

31.5.01 In the event of a fire or other casualty (in each instance a "Casualty") materially impacting the Demised Premises, the access thereto (which access areas shall be referred to herein as the "Exterior Repair Areas") or the Common Areas, Lessor shall within forty-five (45) days of its receipt of notice of such Casualty, provide Lessee with an estimate prepared by a reputable contractor regarding the expected time period for completion of the repair and restoration of the Demised Premises, the Exterior Repair Areas and/or the Common Areas to substantially their condition as of July 1, 2017 with the addition of Lessee's Work which was installed at the Demised Premises (the "Repair Period"). Under no circumstances shall Lessor be required to restore or replace Lessee's

or Lessor's furniture, furnishings, trade fixtures, equipment or other items of personal property.

31.5.02 In the event that the estimated Repair Period shall exceed two hundred seventy (270) days, then Lessee may upon notice to the Lessor within fifteen (15) days of receipt of the estimate of the Repair Period terminate this Lease Agreement. In the event of termination under this paragraph, fixed rent shall be paid up to the date of Casualty and this Lease Agreement shall terminate and be of no further force and effect as of the date that is fifteen (15) days after the date of delivery of such notice from Lessee, whereupon neither party shall have any further obligation to the other except for such obligations as are to survive the expiration of the Term or any exercised option term as expressly set forth in this Lease Agreement.

31.5.03 In the event that the estimated Repair Period shall be equal to or less than two hundred seventy (270) days, or shall exceed two hundred seventy (270) days but neither Lessee nor Lessor shall elect to terminate this Lease Agreement pursuant to Section 31.5.02 above or Section 31.5.06 below Lessor shall (subject to the terms of its mortgage(s) and the receipt of insurance proceeds) diligently repair and restore (i) the Demised Premises to their condition on July 1, 2017 with the addition of Lessee's Work which was installed inside the Demised Premises, (ii) the affected Exterior Repair Areas to their condition immediately preceding the Casualty and (iii) the affected Common Areas to their condition immediately preceding the Casualty. In the event of any Casualty, provided that the Casualty affects the continued operation of Lessee's business in the Demised Premises and further provided that the Casualty was not caused by the negligence or willful misconduct of Lessee, its assignees, subtenants, employees, guests, customer, members, officers or contractors, for the period from the date of the Casualty to the date when either (i) this Lease Agreement has been terminated or (ii) the Lessor's repair and restoration obligations hereunder shall have been substantially completed, fixed rent shall abate as to any portion of the Demised Premises, Exterior Repair Area, and/or Common Area that Lessee is unable to use (including due to lack of access) for the conduct of Lessor's business.

31.5.04 No Casualty affecting a portion of a building on the Entire Premises, other than the Demised Premises, the Exterior Repair Areas and/or the Common Areas, shall give Lessee the right to terminate under this Article Thirty One Point Five. Lessor shall use reasonable efforts to minimize interference with the operation of Lessee's business during the repair and restoration of the Casualty; however, under no circumstances shall Lessor be required under this Section 31.5.05 to use overtime labor.

31.5.05 Notwithstanding anything set forth in this Article Thirty One Point Five to the contrary, if (a) a Casualty which damages all or a substantial portion of a building on the Entire Premises (whether or not the Demised Premises are affected) occurs during the last twelve (12) months of the Term or any exercised option term of this Lease Agreement, (b) the Repair Period therefor is estimated in the reasonable determination of Lessor to be in excess of two hundred seventy (270) days, (c) Lessor is not permitted by law to rebuild a building on the Entire Premises, the Demised Premises or the Common Areas in substantially the same form as existed before the Casualty, or (d) sufficient insurance proceeds are not received by Lessor for such repair, reconstruction or replacement despite Lessor's commercially reasonable efforts to procure the same, including the instance where any mortgagee refuses to make such proceeds available, then Lessor may terminate this Lease Agreement upon ninety (90) days written notice to Lessee given within ninety (90) days after such Casualty, in which case, fixed rent shall be paid up to the date of such Casualty, and this Lease Agreement shall terminate and be of no further force and effect as of the expiration of such ninety (90)-day notice period, whereupon neither party shall have any further obligation to the other except for such obligations as are to survive the expiration of the Term or any exercised option term as expressly set forth in this Lease Agreement.

31.5.06 Lessor and Lessee shall cooperate with each other in their efforts to collect insurance proceeds (including rent insurance and business interruption insurance proceeds) relating to any Casualty.

ARTICLE THIRTY TWO

Personal Property of Lessee

32.01 Nothing contained in this Lease Agreement shall prohibit Lessee from allowing a security interest under the Uniform Commercial Code for the State of Connecticut to be placed on its personal property at any time during the Term of this Lease Agreement including a security interest in favor of Lessor. However, Lessee covenants and agrees that it shall not permit any security interests from being placed on any property which is permanently affixed to the building and which becomes a part of the building after the same has been affixed.

ARTICLE THIRTY THREE

Signs

33.01 No sign, advertisement or notice shall be affixed to or placed upon any exterior part of the building or window of the Demised Premises by the Lessee.

At the sole expense of Lessee and with the consent of Lessor which consent shall not be unreasonable withheld, conditioned or delayed, Lessee may utilize the exterior and interior directories.

ARTICLE THIRTY FOUR

Broker

34.01 The parties hereto represent that Pyramid Real Estate Group negotiated the Lease Agreement of the Demised Premises. This Lease Agreement is consummated by the Lessor in reliance on the representation of the Lessee that no other broker or agent brought the Demised Premises to the Lessee's attention or was, in any way, a procuring cause of this Lease Agreement. The Lessor represents to the Lessee that no other broker or agent has any listing on the Demised Premises. The Lessor hereby agrees to indemnify and hold harmless the Lessee against any liability related to the services of Pyramid Real Estate Group or any other broker or agent acting on Lessor's behalf, including any costs of defending any claim related thereto, including reasonable attorneys' fees. The Lessee hereby agrees to indemnify and hold harmless the Lessor against any liability by reason of the claim of any other broker or agent for a commission on account of the execution of this Lease Agreement, provided that it is adjudged by a court of competent jurisdiction, that a commission is due by reason of such other broker or agent calling the Demised Premises to Lessee's attention or interesting Lessee therein, said indemnity to include all costs of defending any such claim, including reasonable attorneys' fees.

ARTICLE THIRTY FIVE

Prejudgment Remedy

35.01 LESSEE AND ANY GUARANTOR OF THIS LEASE AGREEMENT EACH ACKNOWLEDGES THAT THIS LEASE AGREEMENT IS A COMMERCIAL TRANSACTION, AS SUCH TERM IS USED AND DEFINED IN SECTION 52-278A OF THE CONNECTICUT GENERAL STATUTES.

ARTICLE THIRTY SIX

Miscellaneous

36.01 NO OTHER REPRESENTATIONS

The parties expressly acknowledge and agree that they have not made and are not making, and, in executing and delivering this Lease Agreement, are not relying upon, any warranties, representations, promises or statements, except to the extent that the same are

expressly set forth in this Lease Agreement or in any other written document which may be executed concurrently with the execution and delivery of this Lease Agreement.

36.02 ENTIRE AGREEMENT AND COUNTERPARTS

This Lease Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof and may not be modified in any manner except by an instrument in writing executed by said parties or their respective successors in interest. This Lease Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

36.03 GOVERNING LAW AND JURISDICTION

This Lease Agreement shall be governed in all respects by the laws of the State of Connecticut and the parties hereto hereby waive any choice of law. The parties hereto submit to the exclusive jurisdiction of the State Court of the State of Connecticut, and agree that any action which may be brought by any of them under the terms of this Lease Agreement shall be made returnable to and conducted at the Judicial District of Stamford/Norwalk at Stamford, Connecticut.

36.04 HEADINGS

Headings or titles of the articles, paragraphs and subparagraphs are inserted solely for the convenience of reference and shall not constitute a part of this Lease Agreement, nor shall they affect its meaning, construction or effect.

36.05 NO PARTNERSHIP

Nothing contained in this Lease Agreement shall be deemed or construed to create a partnership or joint venture of or between Lessor and Lessee, or to create any other relationship between the parties hereto other than that of landlord and tenant.

36.06 WAIVER OF JURY TRIAL

LESSOR AND LESSEE HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON OR IN RESPECT TO ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE AGREEMENT OR THE RELATIONSHIP

OF LESSOR AND LESSEE HEREUNDER, THE LESSEE'S USE, POSSESSION OR OCCUPANCY OF THE DEMISED PREMISES AND/OR THE ENTIRE PREMISES, AND/OR ANY CLAIM OF INJURY OR DAMAGE.

36.07 MUNICIPAL APPROVAL

All of the Lessee's obligations under this lease are subject to the approval of the City of Stamford Planning Board, Board of Finance, Board of Representatives, Board of Education and Superintendent of Schools.

36.08 ARBITRATION

Any dispute arising under or in any manner relating to the terms and conditions of this Lease, excluding those disputes relating to the possession of the Demised Premises and/or eviction therefrom, shall be resolved exclusively by arbitration, before a single arbitrator who is mutually agreed to by the parties, in Stamford, Connecticut, using the then current applicable Rules of the American Arbitration Association. The arbitrator hearing such dispute shall, in addition to any other award the said arbitrator may make, have the right to order either party to pay the costs and reasonable attorney fees incurred by the other party in connection with the arbitration proceeding if the arbitrator, in his/her sole discretion, determines that the circumstances warrant such an award. All disputes relating to the possession of the Demised Premises and eviction therefrom shall be made returnable to and conducted at the Judicial District of Stamford/Norwalk at Stamford, Connecticut.

ARTICLE THIRTY SEVEN **Maintenance and Construction**

37.01 Lessee acknowledges that during the Term, Lessor may undertake maintenance, renovation and/or construction work which may preclude the use of the Common Areas. For so long as Lessor makes commercially reasonable efforts to limit the impact or modification to the Common Area, no work described in this Article Thirty Seven nor any impact nor modification to the Common Areas, shall provide the basis of any claim by Lessee against Lessor alleging any violation of this Lease Agreement.

ARTICLE THIRTY EIGHT **Exhibits**

38.01 All exhibits attached to this Lease Agreement are hereby made a part of it.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first set forth above.

LESSOR

OLD TOWN HALL QALICB, LLC
By: OLD TOWN HALL MANAGER, INC.
Its Managing Member

Margarita Arenas
Margarita Arenas
John F. Kim, (Superintendent)
John F. Kim, Superintendent

By: Timothy Curran
Timothy Curran, its President

LESSEE

BOARD OF EDUCATION OF THE CITY OF
STAMFORD

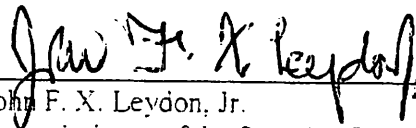
By: Earl Kim
Earl Kim, its Superintendent of Schools

STATE OF CONNECTICUT

COUNTY OF FAIRFIELD

SS. STAMFORD.

On this the 25th day of July, 2017, before me, personally appeared TIMOTHY CURTIN, President of Old Town Hall Manager, Inc., the Managing Member of Old Town Hall QALICB, LLC, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed, and the free act and deed of said corporation and limited liability company, before me.


John F. X. Leydon, Jr.
Commissioner of the Superior Court

STATE OF CONNECTICUT

COUNTY OF FAIRFIELD

SS. STAMFORD

On this the _____ day of _____, 2017, before me, personally appeared Earl Kim, Superintendent of Schools for the Board of Education of the City of Stamford, signer and sealer of the foregoing instrument and acknowledged the same to be his free and deed and the individual with the capacity to sign on behalf of the Board of Education of the City of Stamford.

Chris Dellaseiva
Commissioner of the Superior Court

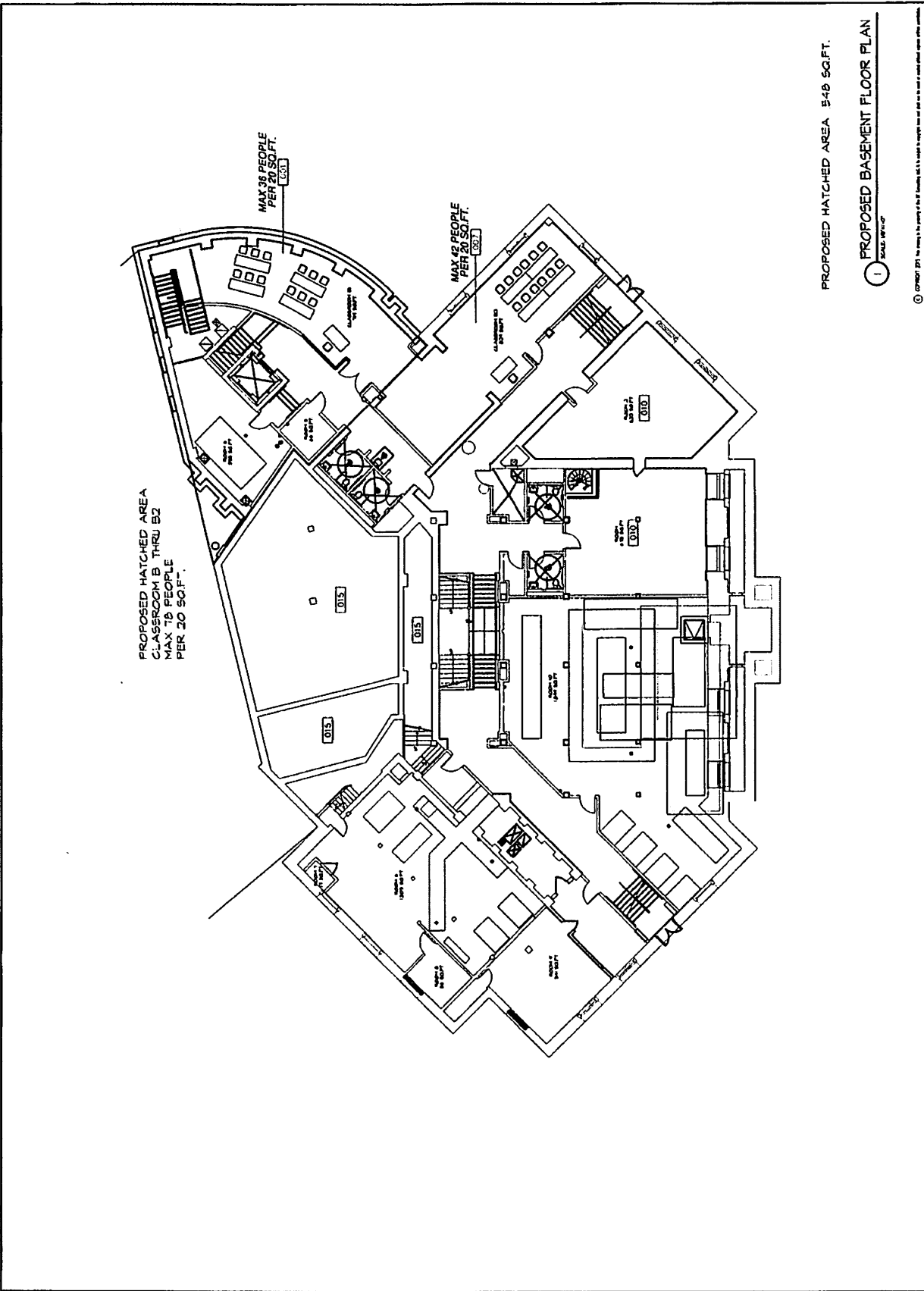
EXHIBIT A
FLOOR PLANS

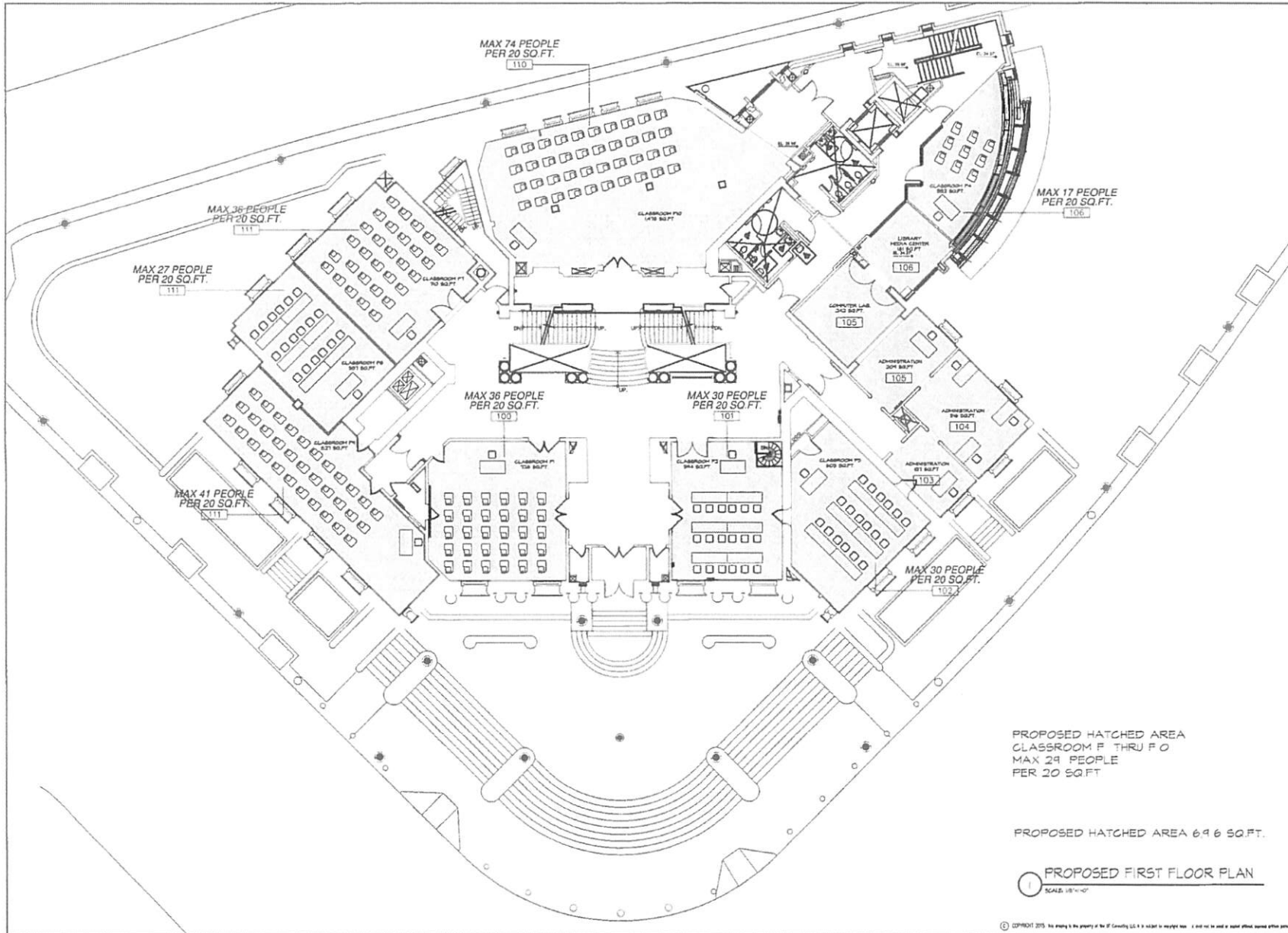
Proposed SPS Adult Education Center
 Old Town Hall
 175 Atlantic Street 06901
 Stamford, Connecticut
 Basement Level
 Proposed Classrooms

NO.	DESCRIPTION	DATE	BY
1	PROPOSED HATCHED AREA	12/17/13	WJH
2	PROPOSED HATCHED AREA	12/17/13	WJH
3	PROPOSED HATCHED AREA	12/17/13	WJH
4	PROPOSED HATCHED AREA	12/17/13	WJH
5	PROPOSED HATCHED AREA	12/17/13	WJH
6	PROPOSED HATCHED AREA	12/17/13	WJH
7	PROPOSED HATCHED AREA	12/17/13	WJH
8	PROPOSED HATCHED AREA	12/17/13	WJH
9	PROPOSED HATCHED AREA	12/17/13	WJH
10	PROPOSED HATCHED AREA	12/17/13	WJH

NO.	DESCRIPTION	DATE	BY
1	PROPOSED HATCHED AREA	12/17/13	WJH
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5	PROPOSED HATCHED AREA	12/17/13	WJH
6	PROPOSED HATCHED AREA	12/17/13	WJH
7	PROPOSED HATCHED AREA	12/17/13	WJH
8	PROPOSED HATCHED AREA	12/17/13	WJH
9	PROPOSED HATCHED AREA	12/17/13	WJH
10	PROPOSED HATCHED AREA	12/17/13	WJH

12/17/13
 WJH
 PROPOSED PLAN





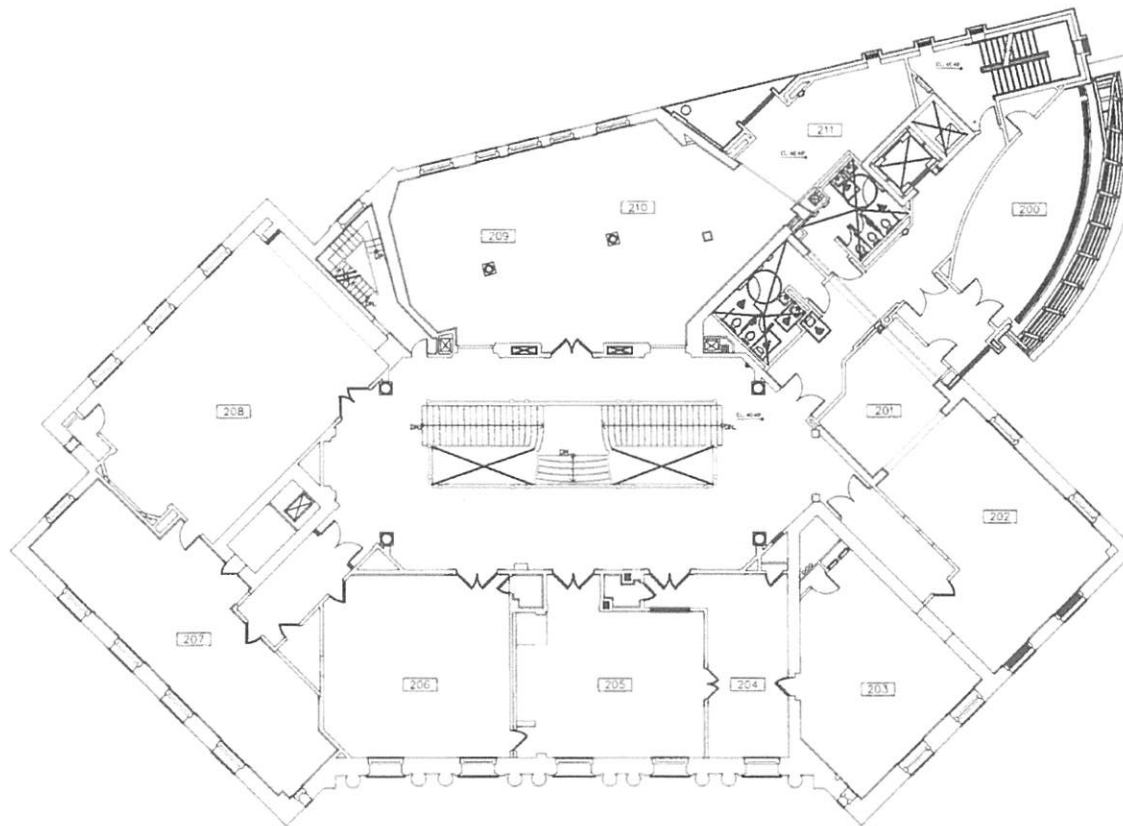
SPS
CONSULTING LLC
300 ESTATE AVE.
STAMFORD, CT 06902
PHONE: 203-358-0800
EMAIL: SPSCONSULTING@GMAIL.COM

Proposed SPS Adult Education Center
Old Town Hall
175 Atlantic Street 06901
Stamford, Connecticut
First Floor
Proposed Classrooms

DATE	BY	REVISION
08/12/15	AL	1. ISSUED PERMIT SET
08/12/15	AL	2. ISSUED PERMIT SET
08/12/15	AL	3. ISSUED PERMIT SET
08/12/15	AL	4. ISSUED PERMIT SET
08/12/15	AL	5. ISSUED PERMIT SET
08/12/15	AL	6. ISSUED PERMIT SET
08/12/15	AL	7. ISSUED PERMIT SET
08/12/15	AL	8. ISSUED PERMIT SET
08/12/15	AL	9. ISSUED PERMIT SET
08/12/15	AL	10. ISSUED PERMIT SET

SCALE	DATE	PROJECT NO.
1/8" = 1'-0"	08/12/15	15-000
DATE	DESIGNED BY	APPROVED BY
08/12/15	AL	AL
08/12/15	AL	AL
08/12/15	AL	AL
08/12/15	AL	AL
08/12/15	AL	AL
08/12/15	AL	AL
08/12/15	AL	AL
08/12/15	AL	AL

DESIGNED BY: **AI**



1 PROPOSED SECOND FLOOR PLAN
SCALE: 1/8"=1'-0"

© COPYRIGHT 2011. This drawing is the property of J.P. Connelly LLC. It is subject to copyright laws and shall not be used or copied without written permission.

J.P. CONNELLY LLC
200 WILMINGTON AVE.
STAMFORD, CT 06901
PHONE: 203-355-1888
FAX: 203-355-1888
WWW.JPCONNELLY.COM

PROPOSED SPS Adult Education Center
Old Town Hall
175 Atlantic Street 06901
Stamford, Connecticut
Second Floor
Proposed Classrooms

DATE	BY	REVISION
10/10/11	JPC	1. INITIAL DESIGN
10/10/11	JPC	2. REVISED DESIGN
10/10/11	JPC	3. REVISED DESIGN
10/10/11	JPC	4. REVISED DESIGN
10/10/11	JPC	5. REVISED DESIGN
10/10/11	JPC	6. REVISED DESIGN
10/10/11	JPC	7. REVISED DESIGN
10/10/11	JPC	8. REVISED DESIGN
10/10/11	JPC	9. REVISED DESIGN
10/10/11	JPC	10. REVISED DESIGN

DATE	BY	REVISION
10/10/11	JPC	1. INITIAL DESIGN
10/10/11	JPC	2. REVISED DESIGN
10/10/11	JPC	3. REVISED DESIGN
10/10/11	JPC	4. REVISED DESIGN
10/10/11	JPC	5. REVISED DESIGN
10/10/11	JPC	6. REVISED DESIGN
10/10/11	JPC	7. REVISED DESIGN
10/10/11	JPC	8. REVISED DESIGN
10/10/11	JPC	9. REVISED DESIGN
10/10/11	JPC	10. REVISED DESIGN

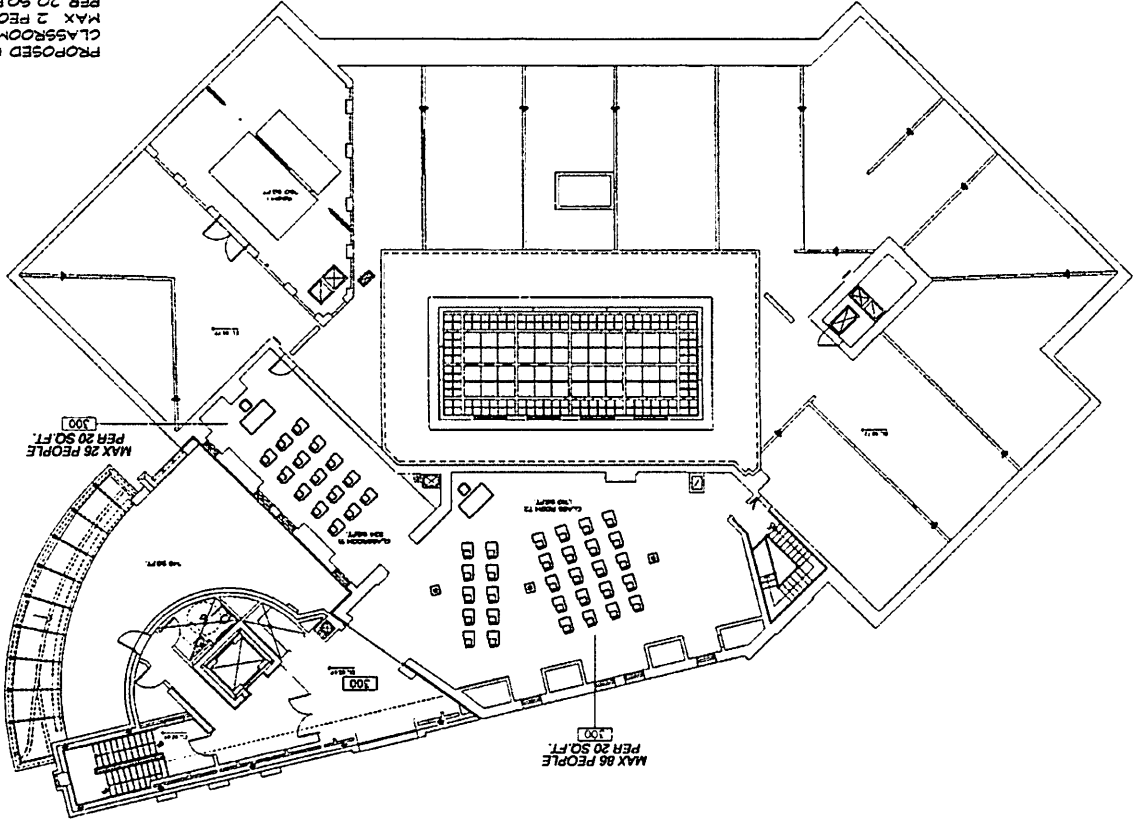
PROPOSED PLAN
A2

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PROPOSED THIRD FLOOR PLAN

PROPOSED HATCHED AREA 2,234 SQ. FT.

PROPOSED HATCHED AREA
CLASSROOM T. THRU T. 2
MAX 2 PEOPLE
PER 20 SQ. FT.



SCALE: 1/8" = 1'-0"

Sheet No. A3

PROPOSED PLAN			
NO.	DATE	BY	CHKD.
1	10/10/98	SPS	SPS
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97	10/10/98	SPS	SPS
98	10/10/98	SPS	SPS
99	10/10/98	SPS	SPS
100	10/10/98	SPS	SPS

Proposed SPS Adult Education Center
Old Town Hall
175 Atlantic Street 06901
Stamford, Connecticut
Second Floor
Proposed Classrooms

SPS CONSULTING, INC.
175 ATLANTIC STREET
STAMFORD, CT 06901
TEL: 203-359-1111
FAX: 203-359-1112
WWW.SPSCONSULTING.COM

EXHIBIT B

LEGAL DESCRIPTION OF THE ENTIRE PREMISES

All that certain piece or parcel of land with the buildings thereon situated in the City of Stamford, County of Fairfield and State of Connecticut, as shown on a certain map entitled "Map Showing Town Hall Site Stamford Conn. Scale: 1" = 30', August 31, 1977", said map is file in the Stamford Town Clerk's Office as Map No. 9977, reference thereto being had for a more particular description thereof.

EXHIBIT C

PLOT PLAN

MAP No 79

BLOCK 100-N



ORIENTATION

RECEIVED OF FILE
IN TOWN CLERK'S OF
STAMFORD, CONN.
SEPT. 7, 1977
ATTEST: *Ruth E. Jo*
Asst. Town Clerk

MAP SHOWING
TOWN HALL SITE
STAMFORD, CONN.

William D. John
CITY ENGINEER
P.E. LIC. NO. 5303 CONN.

APPROVED BY THE STAMFORD PLANNING BOARD
FOR FILING PURPOSES - NOT A SUBDIVISION
DATE 9/2/77

Edward J. Brando
CHAIRMAN



"I HEREBY CERTIFY THAT THIS MAP AND SURVEY WAS PREPARED IN
ACCORDANCE WITH THE STANDARDS OF A CLASS 'A' SURVEY AS
REQUIRED BY THE BOARD OF REGISTRATION FOR PROFESSIONAL
ENGINEERS AND LAND SURVEYORS."
SIGNED *William D. John*
REGISTRATION NO. 5303 DATE 9-3-77

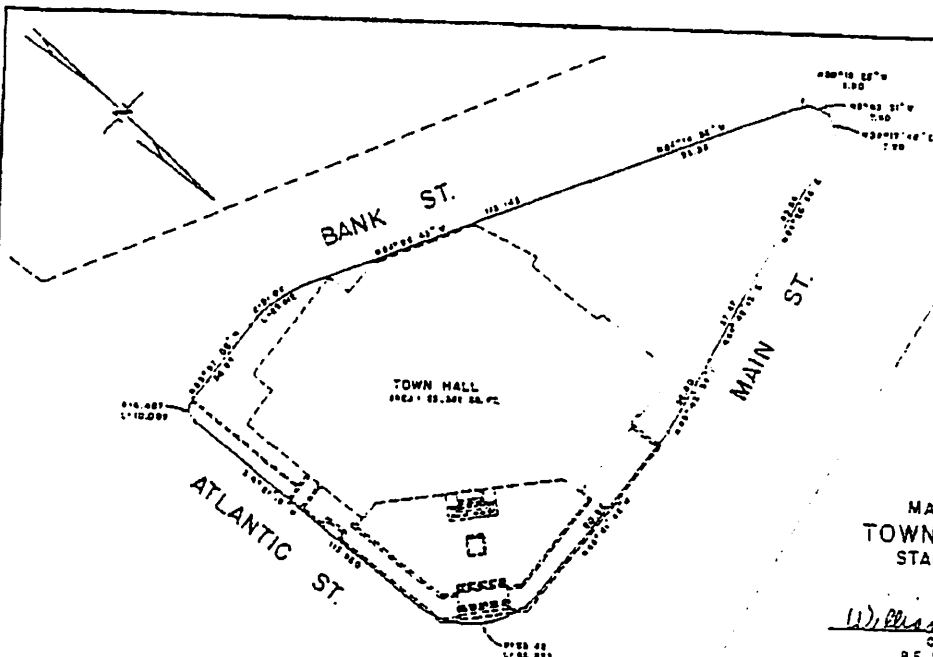


EXHIBIT D
RENT SCHEDULE

Commencement Date	Annual Rent	Monthly Installment
September 6, 2017	\$169,870.83	\$17,275.00
July 1, 2018	\$217,300.00	\$18,108.33
July 1, 2019	\$222,733.00	\$18,561.08
July 1, 2020	\$228,301.00	\$19,025.08
July 1, 2021	\$234,008.00	\$19,500.67
July 1, 2022	\$239,859.00	\$19,988.25
July 1, 2023	\$245,855.00	\$20,487.92
July 1, 2024	\$252,001.00	\$21,000.08
July 1, 2025	\$258,301.00	\$21,525.08
July 1, 2026	\$264,759.00	\$22,063.25
July 1, 2027 (1 st Option)	\$271,378.00	\$22,614.83
July 1, 2028 (1 st Option)	\$278,162.00	\$23,180.17
July 1, 2029 (1 st Option)	\$285,116.00	\$23,759.67
July 1, 2030 (1 st Option)	\$292,244.00	\$24,353.67
July 1, 2031 (1 st Option)	\$299,550.00	\$24,962.50
July 1, 2032 (2 nd Option)	\$307,039.00	\$25,586.58
July 1, 2033 (2 nd Option)	\$314,715.00	\$26,226.25
July 1, 2034 (2 nd Option)	\$322,583.00	\$26,881.92
July 1, 2035 (2 nd Option)	\$330,647.00	\$27,553.92
July 1, 2036 (2 nd Option)	\$338,913.00	\$28,242.75

EXHIBIT E
LESSEE'S INSURANCE CERTIFICATES