

Memorandum

To: Board of Selectmen

From: Mark Barnhart, Director of Community & Economic Development

Date: February 13, 2025

Re: Proposed Ground Lease Agreement for 488 Tunxis Hill Road

I am requesting your favorable consideration of a resolution to authorize the Town to enter into a long-term ground lease with Operation Hope of Fairfield, Inc., for 488 Tunxis Hill Road to facilitate their eventual relocation to this site.

The subject parcel is quite small, comprising less than a third of an acre in size. The property is presently improved with a single-story, 9800sf, masonry block building which had been used by the Town's Department of Public Works for storage. The building, which was constructed in 1920, is in very poor condition; so much so that in recent years the Town has made only limited use of the building, and had solicited bids to demolish the building.

For the past few years, Operation Hope has been seeking a new location in Fairfield with which to relocate and consolidate its homeless support services, food pantry, soup kitchen and administrative offices. Based on Operation Hope's preliminary interest in the subject parcel, the Town sought and secured legislative changes to the special act through which the Town acquired title to the property, which had been previously owned by the State of Connecticut. However, given its size, Operation Hope's interest in 488 Tunxis Hill was contingent upon their ability to acquire a nearby parcel at a reasonable cost in order to fully meet their space requirements.

To that end, Operation Hope has recently entered into an agreement with the Missionary Society of Connecticut to acquire the adjoining Trinity-St. Michael's Church property at 554 Tunxis Hill Road. To meet the purchase price, Operation Hope has requested \$300,000 in financial assistance from the Town. The resolution before you would authorize this funding to be included in the Town's capital non-recurring bond appropriation. These funds would be provided in the form of a no-interest loan that would be secured through a promissory note and mortgage on the property.

February 13, 2025

Both the proposed ground lease and appropriation will also require the approval of other Town bodies, including the Board of Finance (with respect to the appropriation) as well as the Representative Town Meeting (RTM). The proposed lease of town property also requires the review of the Town Plan & Zoning Commission in accordance with CGS 8-24.

I would welcome the opportunity to discuss this proposal and to respond to any questions the Board may have. Thank you again for your consideration.

QUIT-CLAIM DEED

STATUTORY FORM

014364

No Conveyance Tax collected

Margaret A. Satch
Town Clerk of Fairfield

KNOW YE, that the State of Connecticut, acting herein by Denise L. Nappier, Treasurer of the State of Connecticut, under authority granted by Section 23(c) of Special Act No. 01-6 of the General Assembly of the State of Connecticut, approved July 6, 2001, pursuant to the provisions of Section 23(a) of Special Act No. 01-6 of the General Assembly of the State of Connecticut, and with the approval of the State Properties Review Board of the State of Connecticut, for consideration paid (\$1,000.00), Grants to the Town of Fairfield, a Municipal corporation existing under the laws of the State of Connecticut, and having its territorial limits within the County of Fairfield and State of Connecticut, with QUIT-CLAIM COVENANTS,

That certain parcel of land, with the building thereon, situated in the Town of Fairfield, County of Fairfield and State of Connecticut located on the northerly side of Black Rock Turnpike, Route 58, Tunxis Hill Road, containing 0.2902 of an acre, more or less, bounded and described as follows:

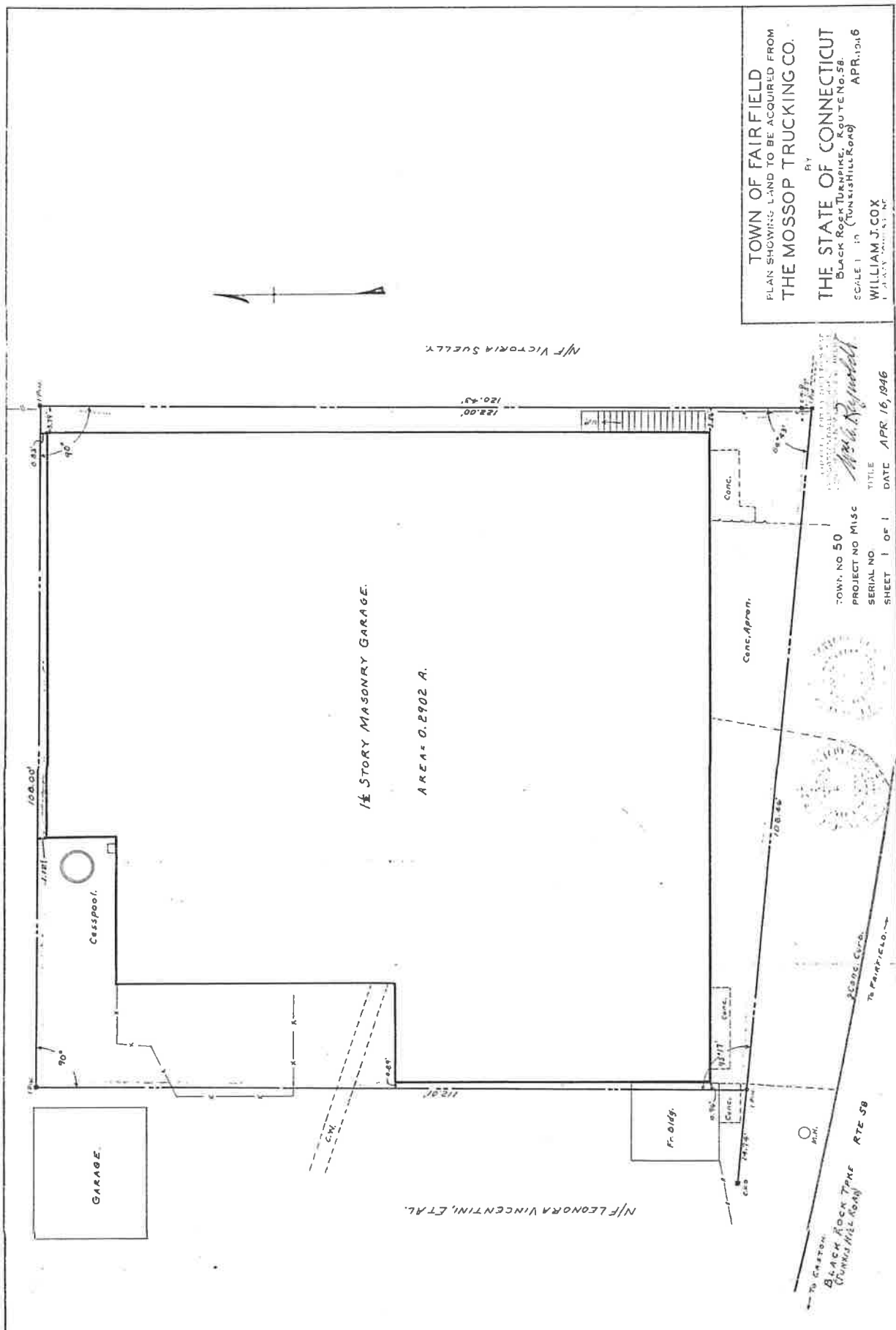
- SOUTHERLY - by Black Rock Turnpike, Route 58, Tunxis Hill Road, 108.46 feet;
- WESTERLY - by land now or formerly of Leonora Vincentini, et al, 112.01 feet;
- NORTHERLY - by hereinwith described parcel of land, 108 feet;
- EASTERLY - by land now or formerly of Victoria Suelly, 120.43 feet.

The above-described premises are conveyed subject to such rights and easements as may appear of record, and to any state of facts which an inspection of the premises may show.

The above-described premises are conveyed subject to any and all provisions of any ordinance, municipal regulation, or public or private law.

The parties hereto understand and agree in accordance with Section 23(b) of Special Act 01-6 that the above-described premises are conveyed with the special limitation that the Town of Fairfield shall use said parcel for a public works garage. If, in the case of the above-described parcel, the Town of Fairfield does not use said parcel for said purposes, does not retain ownership of all of said parcel, or leases all or any portion of said parcel, the parcel shall revert to the State of Connecticut and this deed shall become null and void.

For a more particular description of the above-described premises, reference is made to a map on file in the Fairfield Town Clerk's Office, entitled: "TOWN OF FAIRFIELD PLAN SHOWING LAND TO BE ACQUIRED FROM THE MOSSOP TRUCKING CO. BY THE STATE OF CONNECTICUT BLACK ROCK TURNPIKE, ROUTE NO. 58. (TUNXIS HILL ROAD) SCALE 1" = 10' APR. 1946 WILLIAM J. COX HIGHWAY COMMISSIONER". TOWN NO. 50, PROJECT NO. MISC, SERIAL NO. 177, SHEET 1 OF 1.



N/F VICTORIA SUELLY

N/F LEONORA VINCENTINI, ET AL.

TOWN OF FAIRFIELD
 PLAN SHOWING LAND TO BE ACQUIRED FROM
 THE MOSSOP TRUCKING CO.
 BY
 THE STATE OF CONNECTICUT
 BLACK ROCK TURNPIKE, ROUTE NO. 58.
 SCALE 1" = 100' (UNSHILL ROAD) APR. 16, 1946
 WILLIAM J. COX
 100 W. MAIN ST. N.Y.

TOWN NO 50
 PROJECT NO MISC
 SERIAL NO
 SHEET 1 OF 1
 TITLE APR 16, 1946
 DATE



44-1385



February 6, 2025

William A. Gerber, First Selectman
Town of Fairfield
Sullivan Independence Hall
725 Old Post Road
Fairfield, CT 06824

Dear Bill:

Thank you for taking the time to meet with us to discuss our need to create a stable future for Operation Hope. We'd like to provide you with both some background and our plans to keep you informed as we go through this process.

Operation Hope is a homegrown organization. It was founded in the early 1980's during a time filled with challenges. For a little perspective, the country had transitioned from a manufacturing economy to a service economy and was experiencing the Great Recession. Many businesses had closed, buildings were shuttered, people out of work, and homelessness was on the rise. The movement to permanently close mental health inpatient facilities and send formerly institutionalized people back to their communities further compounded the issue. And unique to our area, New York City was taking action to move the homeless out of the city and this caused natural migration via MetroNorth and I95 – leading many people to communities like ours.

Operation Hope was created because a of a few local visionaries and a lot of committed local residents. Thanks to the insight of Reverend David Spollett of First Church Congregational, who saw a need and opened his church doors; Rabbi Label Waldman of Congregation Beth El (now called Or Hadash) who similarly found people coming to his door looking for help: and the late Jacky Durrell, First Selectwoman and later, State Legislator – Operation Hope went from an idea to reality. The Town was building a new police station on the corner of Reef Road and Nichols Street and Jacky made the old police station available to us for a \$1 a year lease, renewable in 10 year increments. **Thanks to their vision and leadership, Operation Hope was launched.**

A diverse board of clergy and lay people set out to address homelessness and hunger, right here at home. The space became an overnight shelter and held a community kitchen to be able to feed those staying there. Local families, businesses, house of worship, civic groups and others volunteered their time and resources to provide meals. The food pantry was opened there soon after to provide food to local households that were struggling to make ends meet. In time, leadership realized that shelter and meals were temporary solutions and Operation

Hope began to provide permanent supportive housing so people could live independently with case management services as needed. **Affordable housing combined with support around mental health, substance use, and other barriers is how we could ultimately help end homeless, one person at a time.**

We have proven to be a vital resource for the Town and have grown from our humble beginning into a multi-function non-profit 501c3 with state and federal contracts, as well as community support. In my nearly two decades here our budget has grown from under \$1 million annually to nearly \$4 million. Our housing proudly contributes to the Town's affordable housing numbers. We employ about 35 people – people who not only serve our struggling neighbors, but also spend money locally -lunch, shopping, medical services, personal needs and activities here, and help contribute to Fairfield's economy. WE have a deep, local volunteer pool, we partner with agencies across the county and the state to deliver best-practices in our programs, and we care deeply about our clients and our community. **Our roots are strong.**

We contribute to the quality of life in this community. In addition to serving a population that is vulnerable and needs a fresh start, as well as others who are doing the best they can but have challenges most of us are lucky we never face – we provide a venue for service for this community. Volunteering at Operation Hope comes in many forms. School aged children provide help through classroom projects like food drives. The PTAs and classroom provide support through provision of meals. Individuals and groups volunteer to serve in the community kitchen. Others serve in the food pantry. Part time receptionists, people willing to work at community events, food drives, fundraisers and more, donors of groceries, toiletries, cleaning supplies, etc. – we provide this community a way to feel a part of a solution, a way to make a difference, in a local and tangible way. **We are proud to be a part of the fabric of this community and know that there are so many who feel proud to be a part of our family, serving their neighbors in need.**

We are now at a crossroads. Never has our work been so important to our community. Numbers of people needing our services are rising, the economic picture is a mystery and doesn't seem inclusive of those with challenges, we offer programs and services that specifically target identified needs within our own community. Both our current locations, 50 Nichols Street (Town-owned) and 636 Old Post Road (owned by First Church) have served their purpose and we are eternally grateful. But we have outgrown these spaces and both landlords have other plans for their futures. **It is time for us to find a home that will help us serve this community for the next 40 years and beyond.**

Operation Hope sees the Town as our long-range strategic partner. In other municipalities, services like we offer may be heavily subsidized or even funded and managed by the local government. Operation Hope has been able to build a credible, independent and productive organization that takes some of the burden off the Town and provides much-needed services using evidence-based practices, diverse funding streams, and input from those we serve. Our value to the community is demonstrated every day and in turn, we feel fortunate to serve Fairfield in this way. **We are grateful for the Town's support and optimistic that the relationship will continue for decades to come.**

What are our future plans? We are in contract with the owners of the former St. Michaels's church property at 554 Tunxis Hill Road and hope to have conditions and details clearly outlined soon. Simultaneously, we have been in discussions with the Town about the use of 488 Tunxis Hill Road (a Town-controlled property). Together, these two parcels, which are contiguous, should provide the room we need to develop a new facility for Operation Hope. We have secured a bond from the State for \$1.5 million for site acquisition and are in the beginning stages of a capital campaign for the additional funds. **We are hopeful that this will be the site of our future home.**

We are looking forward to next steps to ensure that Operation Hope will be able to provide much needed, life saving services well into the future – for as long as our struggling neighbors need our help. We look forward to working with you and your team to move our project forward. Thank you for this opportunity.

Sincerely,

Carla Miklos

Carla Miklos
Executive Director,
Operation Hope of Fairfield, Inc.

Cc: Mark Barnhart
Darrin Fodor
Jack Miraval

Attached: OH At-a-Glance



At-a-Glance

Operation Hope aims to end hunger and homelessness for our neighbors in need. We believe that everyone deserves supportive relationships, hope for the future and a place to call home.

Homeless Resource Center

Since 1085, OH has been serving men, women and families who struggle with homelessness. In 2019 we launched a homeless resource center, providing homeless outreach, intake, crisis resolution, diversion, and more. Getting people off the streets and into safe, stable housing is a number one priority.

Community Kitchen

Dedicated members of the community prepare, deliver and serve over 50,000 meals a year, providing lunch and dinner to approximately 100 people a day and giving scores of volunteers the opportunity to help our hungry neighbors.

Food Pantry

With the help of dedicated volunteers and a myriad of donations, our food pantry provides at least 175,000 meals a year to over 800 local households – neighbors struggling to make ends meet.

Affordable Housing Program

Operation Hope currently owns or operates nearly 84 units of safe, affordable housing for individuals and families in Fairfield and the surrounding communities to help people who have struggled in the past remain successfully housed.

Housing First Programs

We collaborate on many initiatives to create housing and eliminate homelessness. We are a primary partner in the Fairfield County Continuum of Care – ODFC and Coordinated Access Network -CAN. Through efforts like Housing First and CT Rapid Rehousing programs, we have helped hundreds of individuals and families affected by homelessness obtain stable housing and case management services to help them sustain housing success. We continue to seek appropriate partnerships that meet the needs of those most at risk.

Clinical Support Team

Our team of case managers and MSW-level clinical social workers are dedicated to helping those we serve meet their challenges successfully through specialized case management, targeted referrals, and other critical services to help them thrive.

With your help, Operation Hope will continue to provide people in need the opportunity to experience positive and lasting change.



Letter of Intent

BOARD OF DIRECTORS OFFICERS

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Recording Secretary
Descera Daigle, Esq.

Clergy Member-at-Large
Rabbi Evan Schultz

Executive Director
Carla Miklos, MS, CED

Operation Hope of Fairfield, Inc. (Buyer) and The Episcopal Church of Connecticut (Seller) hereby enter into this "Letter of Intent" for the purchase and sale of the property described below.

Premises: The property known as St. Michael's - Trinity Church located at 554 Tunxis Hill Road, Fairfield, Connecticut

Buyer: Operation Hope of Fairfield, Inc. or a related entity to be formed

Buyer's Address: 636 Old Post Road, Fairfield CT 06824

Seller: The Episcopal Church of Connecticut

Seller's Address: c/o Stewardship Realty 333 E. Palmetto Park Road Suite 823 Boca Raton, FL 33432

Purchase Price: \$2,000,000.00

DEPOSIT: \$200,000.00 AT FORMAL CONTRACT

Formal Contract: To be executed no later than January 18, 2025

Closing: April 30, 2025

Conditions:

- 1. Subject to a 90-day due diligence period from contract execution, which will include but not be limited to a building inspection, acceptable Phase I environmental assessment of the property, and coordination with the Town of Fairfield on various matters.
2. Subject to Seller providing Buyer a \$200,000.00 donation at the closing of title.
3. Upon execution of the formal contract, the Seller will provide to the Buyer any past surveys or environmental reports related to the subject property and any other documentation in Seller's possession relating to the use and/or title to the property.

This letter of intent does not constitute a binding commitment or contract of the parties with respect to the transaction outlined. Upon acceptance of the general terms, this letter will be superseded by a formal purchase and sale contract.

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Laura Wilbur

Agreed and Accepted by Buyer:

Agreed and Accepted by Seller:

Signature of Carla Miklos

Signature of Seller

Date: 12/23/2024

Date: 1/15/2025

Upon recording, please return to:

Cohen and Wolf, P.C.
1115 Broad Street
Bridgeport, CT 06604
Attn: Matthew C. Susman, Esq.

GROUND LEASE AGREEMENT

This Ground Lease Agreement (this "Lease") is made this _____ day of _____, 2025 by and between the **TOWN OF FAIRFIELD** ("Landlord") **OPERATION HOPE OF FAIRFIELD, INC.** a nonprofit public benefit organization with offices located in the Town of Fairfield ("Tenant").

WITNESSETH:

WHEREAS, Tenant desires and Landlord agrees to lease to Tenant certain land situated at 488 Tunxis Hill Road in the Town of Fairfield, County of Fairfield, State of Connecticut, as more fully described on Exhibit A attached hereto (the "Leased Premises");

WHEREAS, the Landlord, through its Board of Selectpersons, is interested in providing Tenant with a location for Tenant's administrative offices, and to enable Tenant to pursue its mission of providing a food pantry, soup kitchen and support for housing and food insecurity purposes (the "Program"); and

WHEREAS, the parties have agreed that upon execution of this Lease, Tenant shall have the obligation, at its own cost and expense, to demolish the existing structure located on the Leased Premises, remediate any environmental contamination at the Leased Premises, and construct, operate, and maintain on the Leased Premises an approximately 15,000 square foot, 3-story building with associated parking (the "Project"), as the Project is more particularly described in Section 4 of this Lease, in furtherance and support of the Program.

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

PROVISIONS OF AGREEMENT:

Section 1. **Leased Premises.**

Landlord, in consideration of the rents and covenants hereinafter mentioned, does hereby demise and lease unto Tenant the Leased Premises for Tenant's use and for the purpose of constructing and managing the Project.

Section 2. **Term.**

The duration of this Lease shall be for a period of seventy-five (75) years, commencing on the date set forth above (the "Commencement Date"). In the event that this Lease commences on a day other than the first day of the month, Tenant shall reimburse Landlord for the Additional Rent (as hereinafter defined) based on the partial month occupied.

Section 3. Rent.

A. Base Rent. Tenant shall pay to Landlord One Dollar (\$1.00) per year base rent ("Base Rent") for the Leased Premises, payable in full, in advance, upon execution of this Lease, the sufficiency and receipt of which Landlord hereby acknowledges.

B. Additional Rent. Tenant shall be solely responsible for, and shall pay, all costs, expenses, and obligations of every kind and nature whatsoever arising from or relating to Tenant's use and occupancy of the Leased Premises and its use and operation by Tenant, which may arise or become due during the Term of this Lease, Without in any manner limiting the foregoing, Tenant shall pay to Landlord, as items of Additional Rent for said Leased Premises, the following costs and expenses:

(i) During the Term of the Lease, Tenant shall pay all Taxes concerning or relating to the land comprising the Leased Premises and Tenant's use and operation thereof. The term "Taxes" shall mean all taxes and assessments, general and special, ordinary and extraordinary, which shall or may, during the Term be assessed, levied, charged or imposed upon the Leased Premises or improvements thereon constructed by Tenant or the possession, operation, management, maintenance, alteration, use or occupancy by Tenant of the Leased Premises, or are levied or imposed upon Tenant's equipment, fixtures and other personal property located in or about the Leased Premises, or on or against the cost of any improvements made in or to the Leased Premises by or for Tenant, including without limitation any gross receipts tax or excise tax. Landlord shall provide Tenant with (or Tenant shall, at its option, arrange to receive directly from the taxing authority) copies of the various tax bills, and Tenant shall pay all such Taxes not later than the date on which such Taxes are due. In the event any Taxes or other impositions may be payable in installments, Tenant shall have the right to pay the same as such installments fall due.

For any fraction of a tax year at the beginning or end of the Term, Tenant's obligation shall be prorated as of the commencement or end of the Lease Term. For any such fraction of a tax year at the beginning of said Term, Tenant agrees to reimburse Landlord for its portion of such Taxes within thirty (30) days after presentation to Tenant of receipted copies of the bills covering the same. For any such fraction of a tax year at the end of the Term, or any extension thereof, Landlord agrees to reimburse Tenant for Landlord's portion of such Taxes within thirty (30) days after presentation to Landlord of receipted copies of the bills. Landlord will timely forward to Tenant copies of all tax notices for the Leased Premises, including the initial tax assessment and all tax notices, wherein an increase is made to the real estate tax assessment of the Leased Premises such that Tenant is able to timely contest any re-assessment.

Tenant shall have the right, at its own cost and expense, to initiate and prosecute any proceedings permitted by law for the purpose of obtaining an abatement of or otherwise contesting the validity or amount of Taxes assessed to or levied upon the Leased Premises and, if required by law, Tenant may take such action in the name of Landlord who shall cooperate with Tenant to such extent as Tenant may reasonably require, including, without limitation, the execution of documents. Landlord shall have the right to initiate and prosecute any proceedings permitted by law for the purpose of obtaining an abatement or otherwise contesting the validity or amount of Taxes assessed to or levied upon the Leased Premises if such proceeding shall in whole or in part pertain or relate to any period of time prior to or subsequent to the expiration or termination of this Lease.

(ii) Tenant shall promptly pay all utility bills, maintenance and service fees and costs, and all other charges and assessments against the Leased Premises related to or arising out of Tenant's use thereof, ordinary or extraordinary, including electricity, gas, rubbish removal, snow removal, internet, telephone,

sanitary or storm sewer charges or assessments, and water rents. Tenant shall contract directly with all utility and service providers for the Leased Premises and Tenant shall timely pay such providers directly for all utility and maintenance services. Landlord shall under no circumstance be liable to Tenant in damages or otherwise for any interruption in service of any utilities or services, and any such interruption shall not constitute an eviction (constructive or otherwise) of Tenant. Tenant shall make arrangements directly with a rubbish and waste disposal company for waste removal services in and to the Leased Premises as may be desired by Tenant or required by law. Tenant shall pay the entire cost of such rubbish and waste removal service directly to the provider of such service. Tenant shall be responsible for bringing water, electricity, internet, telephone, gas, sewer and any other utility lines required for the Project from the property line to any structure constructed by Tenant on the Leased Premises.

(iii) Tenant shall pay for and obtain all permits, licenses and approvals necessary for the occupancy, use, construction, improvement and/or maintenance of the Project.

To the extent that any and all Taxes, or lienable utilities, permits, fees, assessments and the like, as set forth hereinabove and required to be paid by Tenant are not paid, and the same become charges and/or liens or claims against the fee interest underlying the Leased Premises or liens or claims against the leasehold estate created hereunder, then in such event and in addition to such event constituting an Event of Default as defined in Section 16 hereof, Landlord shall have the right (but not the obligation) to pay, satisfy and discharge any such obligations of Tenant, upon thirty (30) days prior written notice to Tenant, and Tenant shall remain liable to and be obligated to repay Landlord the amount so advanced, together with interest thereon at the Prime Rate as published from time to time in the Wall Street Journal, or if it ceases to be published, the New York Times, plus two percent (2%) per annum, and payable as Additional Rent due hereunder under the same terms and conditions as set forth hereinabove.

Section 4. Tenant's Work.

A. Tenant shall cause to be prepared, at Tenant's sole cost and expense, and submitted to Landlord for Landlord's prior written approval (which approval shall not be unreasonably withheld, conditioned or delayed), all necessary reports, plans, drawings and specifications (collectively, the "Drawings and Specifications") describing the work to be completed by Tenant for the demolition of the existing structure on the Leased Premises, the Environmental Work, as defined below, and the construction of the Project; such Drawings and Specifications to be substantially consistent with the items described in the [site plan] attached as Exhibit "B" hereto. The Drawings and Specifications, as approved in writing by Landlord, are herein collectively called the "Tenant's Plans." The work described in Tenant's Plans and all other work and improvements to be constructed by Tenant in connection with the Project, is hereinafter collectively called "Tenant's Work" and shall be performed by Tenant or its contractors at Tenant's sole cost and expense. Tenant shall not commence Tenant's Work until Landlord, through its First Selectman or designee, has approved Tenant's Plans in writing. Upon Landlord's approval of Tenant's Plans, Tenant shall commence Tenant's Work and shall diligently proceed, to complete such work and make all improvements to and install in the Leased Premises all fixtures and other equipment which may be necessary or proper in the operation of the Project. All risk of loss in and to the buildings, fixtures, parking areas, lighting (including bases, poles, fixtures and bulbs), and any other improvements constructed by Tenant on the Leased Premises shall remain with Tenant, and all damage thereto shall be promptly repaired and restored by Tenant. All of Tenant's contractors constructing or installing Tenant's Work shall maintain in effect comprehensive general liability insurance in scope and amounts reasonably acceptable to Landlord and comparable to that provided by contractors working in the Town on projects of comparable size and scope and shall name Landlord as an additional insured. Tenant shall provide Landlord with written evidence of all contractors' insurance prior to the commencement of Tenant's Work.

B. Tenant's Work shall be performed and completed by Tenant and its contractors in a good and workmanlike manner and in accordance with all applicable permits, authorizations, laws, ordinances, orders, regulations and requirements of all governmental authorities having jurisdiction over the same. Tenant shall cause Tenant's Work to be constructed and installed in accordance with Tenant's Plans; provided, however, that Tenant may make substitutions of materials or components of Tenant's Work of equivalent grade and quality and make modifications to Tenant's Work and/or to Tenant's Plans to the extent reasonably necessary to comply with the terms and provisions of governmental laws, ordinances, rules, regulations and with utility company requirements. Landlord's consent shall not be required for substitution of materials which are of equivalent grade and quality; provided, that Tenant shall provide Landlord with prior written notice of such substitution of materials (including the original specified material and the proposed substitution material of equivalent grade and quality), and Landlord shall have a period of up to seven (7) business days after receipt of such notice to object on the basis that such materials are not of equivalent grade and quality. Upon termination of this Lease, ownership of all buildings, fixtures, and improvements, including without limitation all of Tenant's Work, shall transfer and revert automatically without further consent or authorization of Tenant to Landlord and shall remain on the Leased Premises.

Section 5. Use of the Leased Premises.

Prior to the completion of the Project, Tenant shall use the Leased Premises only for the construction of the Project and for no other use or purpose without Landlord's prior written consent. Upon the completion of the Project, Tenant shall use, and shall cause all occupants thereof to use, the Leased Premises only for purposes and such incidental activities related to the Program, and at all times in strict compliance with the Town's zoning regulations, as amended from time to time. Tenant also agrees and acknowledges that the foregoing limitations and all other conditions and restrictions contained in this Lease are essential to Landlord's agreement to enter into this Lease, and are conditions and restrictions on the use of the Leased Premises that are intended to and will run with the land for the full term of this Lease.

Section 6. Financing.

Tenant shall not mortgage, pledge or encumber the Leased Premises or any portion thereof or interest therein except as previously approved by, in writing, by Landlord, such approval to be on terms and conditions acceptable to Landlord in all respects. The recording of any mortgage, pledge or encumbrance upon the Leased Premises without Landlord's prior written consent shall constitute an Event of Default, as defined in Section 16 hereof.

Section 7. Additional Tenant Obligations.

Tenant shall:

A. Not cause or permit any person on the Leased Premises to destroy, deface, damage, impair or remove any part of the Leased Premises or the building, facilities, lighting, equipment or appurtenances thereto, except as necessary or reasonable in connection with the construction, operation, and management of the Project.

B. Not cause or permit liens of any kind (whether for materials, wages, labor or services) to be placed against the Leased Premises in connection with the Tenant's Work or any other work done by or for Tenant. If any such liens are filed, with or without Tenant's knowledge, Tenant shall immediately, at Tenant's sole cost and expense, take whatever action is necessary to cause such liens to be satisfied and discharged. Tenant shall obtain and file appropriate lien waivers and/or subordinations prior to the commencement of the Tenant's Work or any other work on the Leased Premises. Nothing herein is intended

to prevent Tenant from contesting a lien, provided that Tenant shall diligently and continuously proceed to contest any such lien.

C. Not permit any notice of violation to issue and remain uncorrected from the appropriate regulatory agencies having jurisdiction thereof with regard to the operation of the Leased Premises.

D. Not cause any real harm or create any nuisance, public or private, and shall dispose of any waste in a safe and sanitary manner.

Section 8. Maintenance and Repairs.

A. Tenant's Maintenance and Repair Obligations. At its sole cost and expense, Tenant shall at all times maintain all improvements installed by or for Tenant on the Leased Premises in a neat, clean and in good order and repair, including all but not limited to all paved surfaces, sidewalks, curbs, gates, booths, lighting (including bases, poles, fixtures and bulbs), equipment, landscaping, and all fixtures, appliances and facilities installed by or for Tenant, and Tenant shall be responsible for all replacement of and/or repairs thereof. Tenant shall keep and maintain the sidewalks and the parking area on the Leased Premises in good condition and free and clear of all snow, ice, and debris. Tenant shall maintain, at its sole cost and expense, a facility for the disposal of trash on the Leased Premises. Tenant shall place, maintain, and regularly empty trashcans and receptacles in the parking lot of the Leased Premises. All maintenance, repairs and replacements by Tenant shall be made in a workmanlike manner of a quality comparable to facilities of its type in the Town. Tenant shall keep the Leased Premises secured at all times. Landlord shall not be responsible to keep or maintain or repair or replace any of the improvements, lighting (including bases, poles, fixtures and bulbs), fixtures or equipment constructed or installed by or on behalf of Tenant on the Leased Premises.

B. Failure by Tenant. In the event that Tenant fails to maintain the Leased Premises in good order, condition and repair, in addition to such event constituting an Event of Default as defined in Section 16 hereof, Landlord may give written notice to Tenant to perform the work that is reasonably required to remedy the situation. If Tenant fails to commence such work within thirty (30) days following the receipt of notice and fails to diligently prosecute the same to completion, Landlord shall have the right (but shall not be obligated or required) to enter the Leased Premises and to perform such work at the expense of Tenant. Tenant shall reimburse Landlord its reasonable costs and expenses within thirty (30) days following receipt of an invoice from the party completing the work, and such expenses shall be due and payable as Additional Rent hereunder.

C. Emergency Repairs. Notwithstanding the provisions of Section 8.B., whenever emergency repairs are required to preserve the Leased Premises or the safety of persons or property and Tenant fails promptly to effect such repairs, Landlord may undertake such repairs without prior notice to Tenant provided notice to Tenant would not have been practical in light of the then-prevailing emergency situation. Landlord shall give Tenant notice of such emergency repairs promptly after completing them. Tenant shall reimburse Landlord its reasonable costs and expenses within thirty (30) days following receipt of an invoice from the party completing the work, and such expenses shall be due and payable as Additional Rent hereunder.

D. Disclaimer of Liability. Landlord shall not be responsible or liable for any maintenance or repair to the Project unless necessitated by the gross negligence of Landlord, its agents, employees, or contractors. This Lease shall not be affected and there will be no diminution or abatement of Rent or other payments and no constructive eviction shall be claimed or allowed because of the interruption or curtailment of any services or utilities in or to the Leased Premises, unless caused by the gross negligence of Landlord, its agents, employees or contractors.

Section 9. Alterations; Additions; Signs.

A. Except for Tenant's Work, Tenant shall not make any material structural alterations, additions or changes in the Leased Premises without the prior written approval of Landlord, which approval shall not be unreasonably withheld, conditioned or delayed.

All of Tenant's Work, and all additional work performed by Tenant requiring Landlord's approval pursuant to this Section 9, shall be completed at Tenant's sole cost and expense and in a workmanlike manner in accordance with all governmental laws, orders, regulations, ordinances and permits and, to the extent required, Landlord's prior written approval. Such work shall be carried on by responsible contractors who will, prior to commencement of work, submit proof of insurance coverage, satisfactory to Landlord in its reasonable discretion, naming Landlord as an additional insured.

B. Following completion of Tenant's Work, prior to commencing any further alterations, additions or improvements by Tenant to the Leased Premises, Tenant shall furnish Landlord with current plans and specifications reflecting such proposed alterations, additions and improvements, and upon completion of such alterations, additions and improvements, with a certification from Tenant and its general contractor that the improvements to the Leased Premises have been constructed substantially in accordance with the final approved plans and specifications.

C. Tenant expressly acknowledges and agrees that Landlord does not make and has made no representations or warranties of any kind with regard to the availability of exterior signs for the Leased Premises. With respect to any signs, Tenant shall provide Landlord with written notice as to the type, lighting, design, location and structure of any signs, all of which shall be subject to Landlord's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed. Tenant further expressly covenants and agrees that any and all exterior signs, if approved in writing by Landlord, shall be erected and properly maintained by Tenant at Tenant's sole cost and expense, and shall comply with all local, state and federal laws, ordinances and regulations.

Section 10. Condition of Leased Premises.

Landlord does not make any representation or warranty, express or implied, of any kind or nature with respect to the Leased Premises or the condition thereof, including without limitation the environmental condition of the Leased Premises, and Tenant hereby accepts the Leased Premises in its current, "as is" condition.

Section 11. Insurance; Indemnity.

A. Disclaimer of Liability: Landlord shall not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of Tenant's construction, maintenance, repair, use, operation of the Project or the condition of the Leased Premises, unless caused by the gross negligence of Landlord, its agents, employees or contractors.

B. Indemnification: Tenant shall, at its sole cost and expense, indemnify and hold harmless Landlord and all associated, affiliated, allied and subsidiary entities of Landlord, now existing or hereinafter created, and their respective officers, boards, commissions, employees, agents, attorneys, and contractors (hereinafter referred to as "Indemnitees"), from and against:

(i) Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any act

or omission of Tenant, its personnel, employees, agents, invitees, contractors or subcontractors, resulting in personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible or intangible property, libel, slander, invasion of privacy and unauthorized use of any trademark, trade name, copyright, patent, service mark or any other right of any person, firm or corporation, which may arise out of or be in any way connected with the construction, installation, operation, maintenance of the Project, Tenant's use of the Leased Premises, the conduct of the Program at the Leased Premises, or Tenant's failure to comply with any federal, state or local statute, ordinance or regulation.

(ii) Any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and other consultants), which are imposed upon, incurred by or asserted against the Indemnitees by reason of any claim or lien arising out of work, labor, materials or supplies provided or supplied to Tenant, its contractors or subcontractors, for the installation, construction, operation, maintenance of the Project or Tenant's use of the Leased Premises, and, upon the written request of Landlord, Tenant shall cause such claim or lien covering Landlord's property to be discharged or bonded within ninety (90) days following such request (or such longer period of time as shall be reasonably required as long as Tenant is diligently pursuing its discharge or removal or bonding over).

C. Assumption of Risk: Tenant undertakes and assumes for its officers, agents, affiliates, contractors, subcontractors, and employees (collectively "Tenant" for the purpose of this section), all risk of dangerous conditions, if any, on or about the Leased Premises.

D. Defense of Indemnitees: In the event any action or proceeding shall be brought against the Indemnitees by reason of any matter for which the Indemnitees are indemnified hereunder, Tenant shall, upon notice from any of the Indemnitees, at Tenant's sole cost and expense, resist and defend the same with legal counsel mutually selected by Tenant and Landlord; provided however, that Tenant shall not admit liability in any such matter on behalf of the Indemnitees without the prior written consent of Landlord, and provided further that Indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of Tenant.

E. Notice, Cooperation and Expenses: Landlord shall give Tenant prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this paragraph. Nothing herein shall be deemed to prevent Indemnitees from cooperating with Tenant and participating in the defense of any litigation by Indemnitee's own counsel, and in the event indemnification is to be made by Tenant pursuant to this Section, Tenant shall pay or reimburse Indemnitees for any counsel fees for any attorney independently engaged by Indemnitees in the defense of these actions.

In addition to the forgoing, if Tenant requests Landlord to assist it in such defense, then Tenant shall pay all expenses incurred by Landlord in response thereto, including defending all defendants with regard to any such actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as attorney fees and shall also include the costs of any services rendered by Landlord's attorney, and the actual expenses of Landlord's agents, employees or expert witnesses, and disbursements and liabilities assumed by Landlord in connection with such suits, actions or proceedings.

F. Insurance: During the term of this Lease, Tenant shall maintain, or cause to be maintained, in full force and effect and at its sole cost and expense, the following types and limits of insurance:

(i) Worker's compensation insurance meeting applicable statutory requirements and employer's liability insurance with minimum limits of One Hundred Thousand Dollars (\$100,000) for each accident.

(ii) Comprehensive commercial general liability insurance with minimum limits of Two Million Dollars (2,000,000) as the combined single limit for each occurrence of bodily injury, personal injury and property damage.

(iii) Commercial automobile liability insurance including hired & non-owned automobile liability \$1,000,000 limit.

(iv) All policies other than those for Worker's Compensation shall be written on an occurrence and not on a claims made basis.

(v) The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

G. Named Insureds: All policies, except for worker's compensation policies, shall name Landlord and all associated, affiliated, allied and subsidiary entities of Landlord, now existing or hereafter created, and their respective officers, boards, commissions, employees, agents and contractors, as their respective interests may appear as additional insureds on a primary and non-contributory basis and including a waiver of subrogation (herein referred to as the "Additional Insureds"). Each policy which is to be endorsed to add Additional Insureds hereunder, shall contain cross-liability wording, as follows:

"In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder."

H. Evidence of Insurance: Certificates of insurance for each insurance policy required to be obtained by Tenant in compliance with this paragraph, along with written evidence of payment of required premiums shall be filed and maintained with Landlord annually during the term of the Lease. Tenant shall immediately advise Landlord of any claim or litigation that could result in liability to Landlord.

I. Cancellation of Policies of Insurance: All insurance policies maintained pursuant to this Lease shall contain, if available at no additional cost to Tenant, the following endorsement:

"At least sixty (60) days prior written notice shall be given to Landlord by the insurer of any intention not to renew such policy or to cancel, replace or materially alter same, such notice to be given by registered mail to the parties named in this paragraph of the Lease."

J. Insurance Companies: All insurance shall be effective under valid and enforceable policies, insured by insurers licensed to do business by the State of Connecticut or surplus line carriers on the State of Connecticut Insurance Commissioner's approved list of companies qualified to do business in State of Connecticut. All insurance carriers and surplus line carriers shall be rated A- or better by A.M. Best Company.

K. Deductibles: All insurance policies may be written with deductibles, not to exceed \$50,000 unless approved in advance by Landlord. Tenant agrees to indemnify and save harmless Landlord, the Indemnitees and Additional Insureds from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished by this Lease.

Section 12. Environmental Compliance.

A. Tenant's Environmental Covenants. Tenant agrees that with respect to environmental matters it shall:

- (i) Tenant shall, at its own cost and expense: (1) cause all required, necessary and appropriate environmental studies to be conducted at the Leased Premises with respect to the existing structure currently located on the Leased Premises, the land on which the Project shall be constructed, the construction of the Project, and all other Tenant's Work, (2) obtain such environmental reports as may be required with respect thereto, and (3) perform any and all environmental work or remediation that may be required by such reports or by any applicable governmental authority (collectively, the "Environmental Work");
- (ii) Comply with all Environmental Laws applicable to Tenant relative to the Leased Premises, the Project, and Tenant's use of the Leased Premises; and
- (ii) Provide Landlord 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 Leased Premises when and as supplied to any government agency.

B. 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:

- (i) the Environmental Work;
- (ii) any Hazardous Materials which are first placed on, in, or under all or any portion of the Leased Premises during the Term as a result of Tenant's activities; or
- (ii) any violation of any Environmental Laws by Tenant at or relating to the Leased Premises which is not a condition existing prior to the Commencement Date.
- (iv) the existence of any Hazardous Materials on the Leased Premises both prior to and subsequent to the Commencement Date, whether due to the results of Tenant's activities or any other party; or

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

D. Definitions. For purposes of this section, the following terms shall have the meanings set forth:

"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.

Section 13. Casualty.

If the Leased Premises (or any part thereof) shall be damaged or destroyed by fire or other casualty, Tenant shall as soon as reasonably practicable commence and repair and/or rebuild the same to a condition comparable to that which existed prior to such fire or other casualty, with reasonable diligence.

Section 14. Assignment; Subletting.

Except as expressly permitted under this Lease, Tenant shall not assign, sublease, sell or otherwise convey, pledge, transfer, mortgage or hypothecate any of Tenant’s rights under this Lease without the prior written consent of Landlord. Tenant acknowledges and agrees that Landlord shall have the broad and full discretion to withhold such consent in order to further the mutual purposes and goals set forth herein, including, but not limited to, those of the Program. In the event Landlord provides its prior written consent, such permitted assignee, together with Tenant (and any approved successor in interest to Tenant, as applicable) shall be required to execute a Lease assignment, assumption, and modification agreement in a form approved by Landlord in its sole discretion, and the Tenant initially named herein shall remain jointly and severally liable with such permitted assignee for all Tenant obligations hereunder for the entire term of this Lease.

Section 15. Representations and warranties.

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

(i) Landlord owns fee simple, good and marketable title to the Leased Premises, free and clear of all liens, charges, encumbrances, encroachments, easements, restrictions, occupancies or agreements and other matters affecting title ("Permitted Encumbrances") listed on Exhibit C, which Permitted Encumbrances shall include the Amendment to Special Limitation and Reversionary Interest effective September 12th, 2023, attached thereto.

(ii) Landlord has full right, power and authority to make, execute, deliver and perform its obligations under this Lease. Landlord has obtained and received 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.

(iii) There are no tenants, lessees or other occupants of the Leased Premises having any right or claim to possession or use of the Leased Premises.

(iv) There are no unpaid special assessments of which Landlord has received notice for sewer, sidewalk, water, paving, gas, electrical or utility improvements or other capital expenditures, matured or unmatured, affecting the Leased Premises.

(v) Except as listed on Exhibit C, 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 Leased Premises

(vi) No representation, statement or warranty by Landlord contained in this Lease or in any exhibit attached hereto contains or will contain any materially untrue statement or omits a material fact necessary to make the statement of fact therein recited not misleading.

(vii) 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.

(viii) The person signing this Lease on behalf of Landlord is duly and validly authorized to do so.

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

(i) Tenant is a duly organized, lawfully existing nonstock corporation and Tenant is in existence under the laws of the State of Connecticut.

(ii) Tenant has the full right, power and authority to make, execute, deliver and perform its obligations under this Lease. Tenant has obtained and received all required and necessary consents and approvals to enter into this Lease with Landlord. The entry by Tenant into this Lease with Landlord 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 Tenant is a party or by which it is bound.

(iii) Tenant's execution and delivery of this Lease has been authorized by all requisite company action on the part of Tenant and its constituent parts, 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.

(iv) No representation, statement or warranty by Tenant contained in this Lease or in any exhibit attached hereto contains or will contain any materially untrue statement or omits a material fact necessary to make the statement of fact therein recited not misleading.

(v) There is no action, suit, litigation or proceeding pending or, to Tenant's knowledge, threatened against Tenant or any Tenant affiliate which could prevent or impair Tenant's entry into this Lease and/or performance of its obligations hereunder.

(vi) The persons signing this Lease on behalf of Tenant are duly and validly authorized to do so.

Section 16. Tenant's Default.

A. Events of Default. Any one or more of the following shall constitute an "Event of Default" under this Lease:

(i) Failure by Tenant to pay any installment of Base Rent or Additional Rent or any other sum provided for under this Lease when due where such failure continues for a period of ten (10) days after written notice from Landlord; provided, however, that Landlord shall not be required to give written notice hereunder more than two (2) times in any twelve-month period.

(ii) Failure by Tenant to pay or reimburse any of Landlord's expenses required to be paid or reimbursed by Tenant pursuant to this Lease after receiving written notice of such failure from Landlord and failing to cure such default by the making of payment within ten (10) days after the date of receipt of such notice.

(iii) Failure by Tenant to perform or observe any other covenant or condition contained in this Lease which failure shall continue for a period of thirty (30) days after delivery of written notice of such failure by Landlord to Tenant; provided, however, that if Tenant's obligation is of such nature that more than thirty (30) days is required for its performance, then Tenant shall not be deemed to be in default hereunder if Tenant shall commence such performance within said thirty (30) day period and shall thereafter proceed diligently to prosecute the same to completion.

(iv) Tenant's abandonment of the Leased Premises, or any attempted conveyance, assignment, mortgage or subletting or other transfer (by operation of law or otherwise) of this Lease or of the Leased Premises or any part thereof without the prior written consent of Landlord pursuant to the terms of this Lease.

(v) The making by Tenant of any general assignment or general arrangement for the benefit of creditors; the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Leased Premises or of Tenant's interest in this Lease, if possession is not restored to Tenant within thirty (30) days; or the

attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Leased Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days.

B. Lease Termination. In the event that Tenant commits or allows an Event of Default to occur, Landlord may terminate this Lease, subject to applicable notice and cure periods. Tenant shall, however, immediately thereupon surrender quiet and peaceable possession of the Leased Premises to Landlord. Landlord may also assert and exercise any other rights and remedies herein set forth on behalf of Landlord or available at law or in equity, including without limitation taking advantage of, to the maximum extent available, the summary process laws set forth at Section 47a-23, et seq., of the Connecticut General Statutes. All of Landlord's remedies herein set forth (or provided by law or in equity) shall be cumulative and not exclusive.

Section 17. Quiet Enjoyment/Independent Covenant.

Landlord represents and warrants that so long as Tenant shall perform all of Tenant's covenants and obligations hereunder, Tenant shall have and enjoy quiet and peaceable possession of the Leased Premises without hindrance by Landlord or others claiming by, through or under Landlord. This Lease and the obligation of Tenant to pay Base Rent, Additional Rent, and any other charges due hereunder and perform all of the other covenants and agreements hereunder on the part of Tenant to be performed shall in no way be affected, impaired or excused because Landlord is unable or otherwise fails to fulfill any of its obligations under this Lease, it being the intent that Tenant's covenants in this Lease are independent covenants.

Section 18. Subordination; Estoppel.

Each party agrees, at any time and from time to time, as requested by the other party, upon not less than ten (10) days' prior notice, to execute and deliver to the other a statement certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), certifying the dates to which the fixed rent and additional rent (including reimbursements) have been paid, and stating whether or not, to the best knowledge of the signer, the other party is in default in performance of any of its obligations under this lease, and, if so, specifying each such default of which the signer may have knowledge, it being intended that any such statement delivered pursuant hereto may be relied upon by others with whom the party requesting such certificate may be dealing.

Section 19. Waiver of Non-Performance.

Failure of either party to exercise any of its rights hereunder upon any defective performance or non-performance by the other party of any condition, covenant or provision herein contained shall not be construed as a waiver thereof, nor shall any waiver of such defective performance or non-performance of any such condition, covenant or provision by such party be construed as a waiver of the rights of that party as to any subsequent defective performance or non-performance by the other party hereunder.

Section 20. Entire Contract.

This Lease constitutes the entire agreement between the parties hereto with respect to the Leased Premises and there are no understandings, promises, representations or warranties, oral or written, relating to this Lease that exist or bind any of the parties hereto, their respective heirs, executors, administrators, successors or assigns, except as set forth herein. No amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by both parties.

Section 21. Applicable Law.

It is mutually understood and agreed that this Lease shall be interpreted in accordance with the laws of the State of Connecticut, without regard to principles of conflict of laws, and further, the parties agree that no presumption shall be deemed to exist in favor of or against either party hereto as a result of the preparation or negotiation of this Lease.

Section 22. Severability.

If any particular term, covenant or provision of this Lease shall be determined to be invalid and unenforceable, the same shall not affect the remaining provisions of this Lease, which shall nevertheless remain in full force and effect.

Section 23. Waiver and Release of Claims.

Landlord and Landlord's agents, consultants, representatives, partners, servants and employees shall not be liable for, and Tenant hereby releases and relieves Landlord, its agents, consultants, representatives, partners, servants and employees from all liability in connection with, any and all loss of life, personal injury, damage to or loss of property, or loss or interruption of business occurring to Tenant, its agents, consultants, representatives, servants, employees, invitees, licensees, visitors, or any other person, firm, corporation or entity, in or about or arising out of, in or upon the Leased Premises.

Section 24. Exoneration.

It is covenanted and agreed that no personal liability or responsibility is assumed by nor shall any such liability or responsibility at any time be asserted or enforceable against Landlord or any Town official of Landlord, or any Town employees, agents or attorneys, or the successors or assigns of the foregoing, on account of any covenant, undertaking or agreement in this Lease contained, all such personal liability and responsibility, if any, being expressly waived and released, it being understood that Tenant shall look solely to the equity of Landlord in the Leased Premises for satisfaction of any proven damage of Tenant in the event of a breach by Landlord hereunder.

Section 25. Unavoidable Delay.

If either party hereto shall be delayed or hindered in or prevented from performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure material, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under this Lease, the period for performance of any such act (other than any obligation of Tenant with respect to the payment of Base Rent, Additional Rent, or any other sums or charges due hereunder) shall be extended for a period equivalent to the period of such delay.

Section 26. Surrender.

On the last day of the term of this Lease or upon any earlier termination of this lease, Tenant shall quit and surrender the Leased Premises to Landlord in good order, condition and repair, except for ordinary wear and tear and such damage or destruction as Landlord is required to repair or restore under this Lease, and Tenant shall remove all of Tenant's property therefrom except as otherwise expressly provided in this Lease. Tenant shall not be obligated, at or before quitting and surrendering the Leased Premises, to restore the Leased Premises or any part thereof to the state or condition of the Leased Premises or of any such part existing at any time prior to the commencement of this Lease, except to effect such removals and repairs as

Tenant is obligated to perform pursuant to the provisions of this Lease, which obligations shall survive the expiration or earlier termination of this lease.

Section 27 Memorandum of Lease.

Tenant or Landlord may record a Memorandum of this Lease outlining the length of the Term and any other terms of this Lease and being in form and substance acceptable to each party in its reasonable discretion. Notwithstanding the foregoing, the parties hereby agree that an original, fully executed Lease shall be recorded in its entirety on the Fairfield Land records.

Section 28. No Merger.

Fee title to the land owned in fee by Landlord (the "Land") and which comprises the Leased 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. 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 Land 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 Land 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 Land or any part thereof shall join in a written instrument effecting such merger and shall duly record the same.

Section 29. Right of Entry/Inspection.

Landlord expressly reserves and shall have the right by its employees, agents and contractors after prior written notice to Tenant (except in the event of an emergency, in which case prior written notice shall not be required), to enter into and upon the Leased Premises during normal business hours for the purpose of inspecting same.

Section 30. Compliance With Laws and Ordinances.

Tenant agrees that it will, at its sole cost and expense, promptly fulfill and comply with all laws, ordinances, regulations and requirements of the city, county, state and federal governments and any and all departments thereof having jurisdiction over the Leased Premises and/or Tenant's use or operation thereof.

Section 31. Waiver of Trial by Jury.

It is mutually agreed by and between Landlord and Tenant that the respective parties hereto shall, and they hereby do waive trial by jury (unless such waiver would preclude a right to counterclaim) in any action, proceeding or counterclaim brought by either of the parties hereto against the other (except for personal injury or property damages) on any matters whatsoever arising out of or in any way connected with this Lease.

Section 32. Notices.

All notices, requests, demands and other communications required or permitted under this Lease (each, a "Notice") shall be in writing, signed by or on behalf of the party giving Notice and shall be deemed to have been given as follows: (a) if personally delivered: on the date of actual delivery to Landlord or to Tenant or any person in charge of Tenant's office in the Leased Premises; or (b) if mailed or delivered by overnight courier: on the date upon which any Notice shall have been received as shown by certified or registered return (or overnight delivery company) receipts. The following addresses shall be used for the foregoing purposes:

To Landlord:

Town of Fairfield
Independence Hall
725 Old Post Road
Fairfield, CT 06430
Attention: William A. Gerber
First Selectman

With a copy to:

Matthew Susman, Esq.
Cohen and Wolf, P.C.
1115 Broad Street
Bridgeport, CT 06604

To Tenant:

Operation Hope of Fairfield, Inc.

Attn:

With a copy to:

Goldman Gruder & Woods, LLC
200 Connecticut Ave
Norwalk, CT 06854
Attn: Descera Daigle, Esq. (Ddaigle@goldmangrunderwoods.com)

provided, however, that either party hereto may change its address for such purposes from time to time by giving written Notice of such changed address to the other party.

If Notice is given by certified or registered mail and the same is returned by the U.S. Postal Service marked "Refused" or "Unclaimed", service shall be deemed to have been given on the first business day following the date of mailing the same.

Section 33. Headings.

The Headings in this Lease are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Lease or any provision hereof.

Section 34. Binding Effect.

After this Lease shall have been fully signed by all parties and delivered by Landlord to Tenant, the same shall be binding upon the said parties and upon their respective heirs, executors, administrators, successors and assigns.

Section 35. Exhibits and Schedules.

All schedules and exhibits attached to this Lease shall be incorporated herein as if set forth in full, including, without limitation, the following:

EXHIBIT A	LEGAL DESCRIPTION OF LEASED PREMISES
EXHIBIT B	DESCRIPTION OF TENANT'S WORK
EXHIBIT C	PERMITTED ENCUMBRANCES

[SIGNATURE PAGE FOLLOWS]

WITNESS the due execution of this Lease by duly qualified and authorized representatives of each party, in duplicate originals, as of the day and year first above written.

WITNESSES:

LANDLORD:

TOWN OF FAIRFIELD

By: _____

Name: William A. Gerber

Title: First Selectman

TENANT:

OPERATION HOPE OF FAIRFIELD, INC.

By: _____

Name:

Title: _____, duly authorized

STATE OF CONNECTICUT)

) ss.

COUNTY OF FAIRFIELD)

On this the ___ day of _____, 2025, before me, the undersigned officer, personally appeared William A. Gerber, who acknowledged himself to be the First Selectman of the Town of Fairfield, a municipal corporation, and he, as such public official, being authorized so to do, executed the foregoing instrument for the purposes therein contained as his free act and deed and the free act and deed of the Town of Fairfield by himself as First Selectman.

In Witness Whereof, I hereunto set my hand.

Commissioner of the Superior Court
Notary Public
My Commission Expires:

STATE OF CONNECTICUT)

) ss.

COUNTY OF [_____])

On this the ___ day of _____, 2025, before me, the undersigned officer, personally appeared _____, who acknowledged herself/himself to be the _____ of Operation Hope of Fairfield, Inc., a Connecticut nonstock corporation, and that she/he, as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself/himself as such _____.

In Witness Whereof, I hereunto set my hand.

Commissioner of the Superior Court
Notary Public
My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION OF LEASED PREMISES

DRAFT

EXHIBIT B

TENANT'S WORK

[TENANT TO PROVIDE WORK DESCRIPTION]

DRAFT

EXHIBIT C

PERMITTED ENCUMBRANCES

1. Amendment to Special Limitation and Reversionary Interest effective September 12th, 2023 attached hereto.

[ADD ADDITIONAL ENCUMBRANCES IF NEEDED PER TITLE SEARCH]

DRAFT

MORTGAGE DEED AND FINANCING STATEMENT

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETINGS:

KNOW YE, that as of this _____ day of _____, 2025 **OPERATION HOPE OF FAIRFIELD, INC. a nonprofit public benefit organization {Entity to be Confirmed}** with an address of _____, Connecticut (the "Grantor"), for the consideration of One Dollar (\$1.00) and other good and valuable consideration received to its full satisfaction of **TOWN OF FAIRFIELD**, a municipality organized and existing under the laws of the State of Connecticut, having a principal office located at 725 Old Post Road, Fairfield, Connecticut, 06824 (the "Grantee"), does hereby freely give, grant, bargain, sell, alienate, convey and confirm unto the Grantee, its successors and assigns forever, the following property, interest and rights (collectively, the "Mortgaged Property"):

a) All that certain piece or parcel of land, with the buildings and improvements now or hereafter placed thereon, commonly known 554 Tunxis Hill Road, Fairfield, Connecticut, and more particularly bounded and described in **Schedule A** annexed hereto and made a part hereof (the "Premises").

b) All the right, title and interest of the Grantor, now or hereafter, in or to the land lying in the bed of any street, road or avenue, opened or proposed, and any and all sidewalks, plazas, alleys, strips and gores, in front of, adjoining or adjacent to the Premises; and all and singular the privileges, tenements, hereditaments, licenses, easements, rights, royalties, mineral, oil and gas rights, rents, issues and profits, water, water rights, water stock, and appurtenances, reversion or reversions and remainder or remainders belonging or in any way appertaining to the Premises.

c) All the right, title and interest of the Grantor in or to all fixtures of every kind and nature whatsoever, now or hereafter located in, upon or about the Premises, or any part thereof, and used or usable in connection with any present or future occupancy or operation of said Premises, and all renewals and replacements thereof and additions and accessions thereto, (hereinafter collectively referred to as the "Fixtures"). The Fixtures shall be deemed to include, but without limiting the generality of the foregoing, all heating, lighting, laundry, incineration and power equipment, engines, pipes, pumps, tanks, motors, dynamos, boilers, fuel, conduits, switchboards, plumbing, lifting, refrigerating, ventilating, and communications apparatus, sprinkler system and other fire prevention and fire extinguishing apparatus, air cooling and air conditioning apparatus, elevators, escalators, shades, blinds, awnings, screens, storm doors, and windows, stoves, refrigerators, refrigerating plant, attached cabinets, partitions, ducts and compressors, gas and electric fixtures, ranges, stoves, disposals, rugs, and all right, title and interest of the Grantor in and to any Fixtures which may be subject to any security agreement, conditional bill of sale, or chattel mortgage superior to the rights of the Grantee under this Mortgage, and the Grantor agrees to execute and deliver, from time to time, such further documents and instruments as may be requested by the Grantee to confirm, preserve, and enforce the lien of this Mortgage on any Fixtures; and all the proceeds and products of any and all Fixtures, including, but not limited to, any deposits or payments now or hereafter made thereon.

d) Any and all unearned premiums, accrued, accruing or to accrue under insurance

policies now or hereafter obtained by Grantor and all right, title and interest of Grantor in and to proceeds of the conversion, voluntary or involuntary, of the Mortgaged Property, the improvements and/or any other property or rights encumbered or conveyed hereby, or any part thereof, into cash or liquidated claims.

e) All right, title and interest of Grantor in and to any and all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the Mortgaged Property as a result of the exercise of the right of eminent domain, the alteration of the grade of any street, or any other injury to or decrease in the value of the Mortgaged Property, to the extent of all amounts which may be secured by this Mortgage at the date of receipt of any such award or payment by the Grantee, and of the reasonable attorneys' fees, costs and disbursements actually incurred by the Grantee in connection with the collection of such award or payment, and the Grantor agrees to execute and deliver, from time to time, such further instruments as may be requested by the Grantee to confirm such assignment to the Grantee of any such award or payment.

f) Any and all further estate, right, title, interest, property, claim and demand whatsoever, either in law or in equity, of the Grantor, in or to any of the above.

TO HAVE AND TO HOLD the above granted and bargained Mortgaged Property, with the privileges and appurtenances thereof, unto the Grantee, its successors and assigns forever, to its and their own proper use and behoof. And also, the Grantor does for itself and its successors and assigns covenant with the Grantee, its successors and assigns, that at and until the ensembling of these presents it is well seized of the Mortgaged Property as a good indefeasible estate in FEE SIMPLE; and has good right to bargain and sell the same in manner and form as above written; and that the same is free from all encumbrances whatsoever except as shown on **Schedule C** attached hereto (collectively, the Permitted Encumbrances")

AND FURTHERMORE, the Grantor does by these presents bind itself and its successors and assigns forever to WARRANT AND DEFEND the above granted and bargained Mortgaged Property to the Grantee, its successors and assigns, against all claims and demands whatsoever other than the Permitted Encumbrances.

THE CONDITION OF THIS MORTGAGE IS SUCH THAT WHEREAS, Grantee has advanced to Grantor the sum of THREE HUNDRED THOUSAND AND 00/100 DOLLARS (\$300,000.00) (the "Loan") which sum is evidenced by a commercial mortgage note for said sum of even date herewith from Grantor payable to the order of the Grantee (the "Note"), a copy of which is attached hereto as **Schedule B** and made a part hereof; and

WHEREAS, the Grantee is desirous of securing the prompt payment of the Note together with interest thereon, if any, and any other indebtedness accruing to it pursuant to the terms of the Note or hereof (sometimes hereafter referred to as the "Indebtedness"); and

WHEREAS, IN CONSIDERATION OF THE FOREGOING, AND IN ORDER TO MORE FULLY PROTECT THE SECURITY OF THIS MORTGAGE, GRANTOR AND GRANTEE

REPRESENT, WARRANT, COVENANT AND AGREE AS FOLLOWS:

1. Competence to Execute Loan Documents. The Grantor has full power and authority to execute and deliver the Note, this Mortgage, all other mortgage instruments, security agreements, and all other agreements and documents required of it, to the Grantee, and the execution and delivery of the same is not in violation of and will not result in default of any agreements or understanding the Grantor may have with any person or persons.

2. Legal Tender and Application of Payments. The Grantor shall pay all the indebtedness evidenced by the Note, including, but not limited to, all outstanding principal and the interest thereon, if any, in lawful money of the United States at the times and in the manner set forth in the Note.

3. Taxes, Assessments and Other Charges. The Grantor shall pay promptly, before the same shall become delinquent, all taxes, assessments, sewer rents, water rates and other charges of any kind now or hereafter levied or assessed upon the Mortgaged Property or any part thereof, or upon the Note, or upon the interest of the Grantee in the Mortgaged Property, and any governmental or municipal charges and impositions for which lien rights exist; and upon request of the Grantee, the Grantor shall exhibit to the Grantee receipts for the payment of all items specified in this Article prior to the date when the same shall become delinquent.

4. Insurance. Grantor shall provide, maintain, and deliver to the Grantee an original physical hazard insurance policy covering the Mortgaged Property, insuring against loss by fire and broadened to include the so-called "All Risk of Physical Loss" with companies, in format and in amounts approved by Grantee, which approval shall not be unreasonably withheld. All insurance must be in sufficient amounts to prevent the application of any insurance policy co-insurance contribution on any loss. Grantor shall provide the Grantee with certificates of all casualty insurance policies with satisfactory mortgage clauses that may be issued with respect to the Mortgaged Property. All insurance policies shall name Grantee as mortgagee and shall provide that they shall not be canceled, terminated, materially changed or the coverage reduced prior to thirty (30) days' written notification to Grantee. Grantor shall give immediate notice in writing to the Grantee of any loss or damage to any buildings, structures or improvements now in existence or hereafter erected, constructed or placed on the Mortgaged Property caused by any casualty.

5. Maintenance and Repair. The Grantor shall maintain the Mortgaged Property in good condition and repair, shall not commit or suffer any waste of the Mortgaged Property, and shall comply with, or cause to be complied with, all statutes, ordinances and requirements of any federal, state, municipal, or other governmental authority relating to the Mortgaged Property. The Grantor shall promptly repair, restore, replace or rebuild any part of the Mortgaged Property which may be damaged or destroyed by any casualty whatsoever or which may be affected by any proceeding of the character referred to in the Article hereof entitled Eminent Domain.

6. Alteration or Demolition. The Grantor agrees that no building or other property now or hereafter covered by the lien of this Mortgage shall be removed, demolished, or structurally altered, without the prior written consent of the Grantee, which consent shall not be unreasonably withheld or delayed, except that the Grantor may remove or dispose of, free from the lien of this Mortgage, any Fixture as from time to time may become worn out or obsolete, provided that prior to such removal, any such Fixture shall be replaced with another Fixture of value and utility at least equal to that of the replaced Fixture and free from any title retention or security agreement or other encumbrance, and by such removal and replacement, the Grantor shall be deemed to have subjected such other equipment to the lien of this Mortgage.

7. Restrictions on Use of Property and Prohibition Against Sale. The Grantor will not sell, lease (except as provided in Paragraph 22 herein), mortgage, encumber, suffer change in title or ownership of, or otherwise transfer, or vest title in anyone other than the Grantor to all or any part of the Mortgaged Property while any part of the indebtedness secured hereby remains unpaid. Further, unless required by applicable law or unless the Grantee has otherwise agreed in writing, the Grantor shall not allow changes in the nature of the occupancy for which the Premises were intended on the date of this Mortgage, including, but not limited to, any change in any private restrictive covenant or private restrictions, if any, limiting or defining the uses which may be made of any part of the Premises; nor shall the Grantor initiate or acquiesce in a change in the zoning classification of the Premises, without the prior written consent of the Grantee.

8. Eminent Domain. In the event that the whole or any part of the Mortgaged Property shall be taken by eminent domain, or in the event of any alteration of the grade of any street or highway, or of any other injury to or decrease in value of the Mortgaged Property, or the reacquisition of the whole or any part of the Mortgaged Property pursuant to the terms of any redevelopment plan or agreement affecting the Mortgaged Property or if any agreement shall be made between the Grantor and any entity vested with the power of eminent domain, any and all awards and payments on account thereof shall be held by the Grantor in accordance with this section. The Grantor shall give the Grantee prompt notice of the actual or threatened commencement of any of the foregoing proceedings, and shall deliver to the Grantee copies of all papers served in connection with any such proceedings. The Grantee shall have the right to intervene and participate in any proceedings for and in connection with any such taking, unless such intervention shall be prohibited by the Court having jurisdiction over such taking, in which event the Grantor shall consult with the Grantee in connection with such proceedings; and the Grantor shall not enter into any agreement with regard to the Mortgaged Property or any award or payment on account thereof unless the Grantee shall have consented thereto in writing. .

Notwithstanding any such taking, alteration of grade, other injury to or decrease in value of the Mortgaged Property, or reacquisition of title, or agreement, the Grantor shall continue to pay interest on the principal sum secured hereby at the rate provided in the Note, if any, and to make any and all payments required by the Note and this Mortgage. Any reduction in the principal sum resulting from the application by the Grantee of such award or payment as hereinafter set forth shall be deemed to take effect only on the date of such application. The proceeds of any award or payment, after deducting the expenses of collection, including, but not limited to, the reasonable counsel fees, other costs and disbursements, actually incurred by the Grantee, may be applied by the Grantee, at its sole option, toward payment of the indebtedness secured hereby whether or not same shall be then due or payable, or be paid over wholly or in part to the Grantor for the purposes of altering or restoring any part of the Mortgaged Property which may have been damaged as a result of any such taking, alteration of grade, or other injury to the Mortgaged Property, or for any other purpose or object satisfactory to the Grantee, but the Grantee shall not be obligated to see to the proper application of any amount paid over to the Grantor, nor shall the amount so paid over to the Grantor be deemed a payment on any indebtedness secured hereby.

If prior to the receipt by Grantee of such award or payment, the Mortgaged Property shall have been sold on foreclosure of this Mortgage, the Grantee shall have the right to receive said award or payment to the extent of the debt secured by this Mortgage remaining unsatisfied after such sale of the Mortgaged Property, with interest thereon at the rate set forth in the Note, if any, whether or not a deficiency judgment on this Mortgage shall have been sought or recovered or denied, and to the extent of the reasonable counsel fees, costs and disbursements incurred by the Grantee in connection with the collection of such award or payment.

9. Right to Cure. At its option, the Grantee may pay any expense or item (including, but not limited to, taxes, rates, assessments, other charges, insurance premiums, maintenance and repair expenses, expenses incurred in protection of the lien of this Mortgage, etc.) which the Grantor herein agrees to pay in case the Grantor shall fail to pay the same when due, and such failure continues beyond any applicable grace period, and may perform any acts or covenants which the Grantor herein agrees and shall fail to perform, and such failure continues beyond any applicable grace period, and may add the same, and the expense thereof, including, but not limited to, reasonable counsel fees and other reasonable costs, charges and disbursements actually incurred by the Grantee in connection therewith, to the indebtedness secured hereby or may at its option deduct the same from any part of money thereafter advanced; and the Grantor agrees to repay immediately, on demand, the same to Grantee, together with interest thereon at the rate set forth in the Note, if any, from the date on which such payment or expense is made by the Grantee, and the same shall be a lien upon the Mortgaged Property prior to any right, title, interest, lien or claim thereto or thereon attaching or accruing subsequent to the lien of this Mortgage and shall be secured by this Mortgage.

10. Waiver of Liens. The Grantor shall furnish to the Grantee all such waivers and releases of liens or claims upon any Fixtures as the Grantee may require, and shall keep and maintain the Mortgaged Property free from the claim of all persons supplying labor or materials in connection with the construction or repair of any improvements on the Premises, notwithstanding by whom such labor or materials may have been contracted. If any mechanics lien is filed against the Mortgaged Property, the Grantor shall cause the same to be discharged of record within ninety (90) days after the date of filing thereof.

11. Protection of Lien. The Grantor shall pay all costs, expenses and reasonable counsel fees actually incurred by the Grantee in protecting or sustaining the lien of this Mortgage. The Grantor shall indemnify and save the Grantee harmless from all such costs and expenses, including, but not limited to, reasonable counsel fees, recording fees and costs of a title search, continuation of abstract and preparation of survey, incurred by reason of any action, suit, proceeding, hearing, motion or application before any court or administrative body in which the Grantee may be a party by reason hereof, including, but not limited to, condemnation, bankruptcy and administrative proceedings, as well as any other proceedings wherein proof of claim is required to be filed or in which it becomes necessary, in the Grantee's sole opinion, to defend or uphold the terms and priority of this Mortgage. All money paid or expended by the Grantee in that regard, together with interest thereon from date of such payment at the rate set forth in the Note, if any, shall be additional indebtedness secured hereby, and shall be immediately and without notice due and payable to the Grantee by the Grantor.

12. Recording and Title Fees. The Grantor shall pay the cost of title insurance premiums, if any, and charges and recording fees associated with the Loan evidenced by the Note and Mortgage.

13. Late Charge. In addition to constituting an Event of Default, failure of Grantee to pay when due and within any applicable grace period any installment of interest (if any), taxes, assessments and/or insurance required to be paid to Grantee hereunder or under any of the other Financing Agreements (as hereinafter defined), shall also enable the Grantee to collect a "late charge" in an amount equal to the greater of \$35.00 or five percent (5.0%) of any such installment which is not received within fifteen (15) days of the due date thereof.

14. Estoppel Certificate. Grantor upon request, made either personally or by mail, shall certify, by a writing duly acknowledged, to the Grantee or to any proposed assignee of this Mortgage, the amount of principal and interest, if any, then owing on this Mortgage and whether any offsets or defenses exist against the indebtedness secured hereby, within five (5) days if the request is made personally, or within ten (10) days after the mailing of such request if the request is made by mail.

15. Statement on Encumbrances. The Grantor shall use its commercially reasonable efforts to obtain, upon request by the Grantee, from all persons hereafter having or acquiring any interest in or encumbrance on the Mortgaged Property or any part thereof, a writing duly acknowledged, and stating the nature and extent of such interest or encumbrance and that the same is subordinate to this Mortgage and no offsets or defenses exist in favor thereof against this Mortgage or the Note secured hereby, and deliver such writing to the Grantee.

16. Books, Records and Accounts. The Grantor will keep and maintain or will cause to be kept and maintained proper and accurate books, records and accounts reflecting all items of income and expense in connection with the operation of the Mortgaged Property or any part thereof, including, but not limited to, any services, equipment or furnishings provided in connection therewith, whether such income or expenses be realized by the Grantor or by any other person or entity whatsoever. The Grantee or its designee shall have the right from time to time at all times during normal business hours after reasonable prior notice to Grantor to examine such books, records and accounts at the office of the Grantor or other person or entity maintaining such books, records and accounts and to make copies or extracts thereof as the Grantee shall desire.

17. Intentionally Deleted.

18. Right to Enter Premises. The Grantee and any persons authorized by the Grantee shall have the right to enter and inspect the Mortgaged Property at all reasonable times after reasonable prior notice to Grantor and subject to the rights of tenants in possession.

19. No Waiver, Etc. Any failure by the Grantee to insist upon the strict performance by the Grantor of any of the terms and provisions hereof shall not be deemed to be a waiver of any of the terms and provisions hereof, and the Grantee, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the Grantor, of any and all of the terms and provisions of this Mortgage and the Note to be performed by the Grantor; and neither the Grantor nor any other person now or hereafter obligated for the payment of the whole or any part of the sums now or hereafter secured by this Mortgage shall be relieved of such obligation by reason of the failure of the Grantee to comply with any request of the Grantor or of any other person so obligated to take action to foreclose this Mortgage or otherwise enforce any of the provisions of this Mortgage or of any obligation secured by this Mortgage, or by reason of the release, regardless of consideration, of the whole or any part of the security held for the indebtedness secured by this Mortgage; and, regardless of consideration, and without the necessity for any notice to or consent by the holder of any subordinate lien on the Premises, the Grantee may release the obligation of anyone at any time liable for any of the indebtedness secured by this Mortgage or any part of the security held for said indebtedness and may extend the time of payment or otherwise modify the terms of the Note and/or this Mortgage without, as to the security or the remainder thereof, in any way impairing or affecting the lien of this Mortgage, or the priority of such lien, as security for the payment of said indebtedness as it may be so extended or modified, over any subordinate lien; and the holder of any subordinate lien shall have no right to terminate any lease affecting the Premises whether or not such lease be subordinate to this Mortgage; and the Grantee may resort for the payment of the indebtedness secured hereby to any other security therefor, held by the Grantee in such order and manner as the Grantee may elect.

20. Partial Foreclosure. The Grantee may, at its option, upon Event of Default, foreclose this Mortgage for any portion of the debt or any other sums secured thereby which are then due and payable, subject to the continuing lien of this Mortgage for the balance not then due, but nothing in this Article contained shall impair or affect any right or remedy which the Grantee might now or hereafter have, were it not for this Article, but the right given by this Article shall be in addition to any others which the Grantee may have hereunder.

21. Marshaling. Except as hereinafter provided, the Grantee shall not be compelled to release, or be prevented from foreclosing or enforcing this Mortgage upon all or any part of the Mortgaged Property, unless the entire indebtedness and all items hereby secured shall be paid in lawful money as aforesaid; and shall not be required to accept any part or parts of the Mortgaged Property, as distinguished from the entire whole thereof, as payment of or upon the indebtedness to the extent of the value of such part or parts; and shall not be compelled to accept or allow any apportionment of the indebtedness to or among any separate parts of the Mortgaged Property. In case of a foreclosure sale, the Mortgaged Property may be sold in one parcel and as an entirety or in such parcels, manner or order as the Grantee in its sole discretion may elect.

22. Assignment of Rents. To further secure the indebtedness secured hereby, Grantor does hereby assign, transfer and set over unto Grantee all the rents, issues and profits now due or which may hereafter become due under or by virtue of any lease, whether written or oral, or any letting of, or of any agreement for use or occupancy of the Mortgaged Property of any part thereof, which may have been heretofore or may be hereafter made or agreed to, together with any renewals or extensions thereof which may exist at any time or times in the future, whether or not recorded, it being the intention hereby to establish an absolute transfer and assignment of all of such leases and agreements and all rents, issues and profits arising therefor. Grantor hereby irrevocably appoints Grantee its attorney-in-fact, coupled with an interest and authorizes Grantee, at its option to enter upon the Mortgaged Property, collect and receive any and all such rents, the issues and profits therefrom, take possession of the Mortgaged Property, operate and manage the same, make repairs and alterations and do all things that Grantor might do with respect to the Mortgaged Property, including without limitation, the same rights and powers, and subject to the immunities, exoneration of liability and rights of recourse and indemnity as are available to Grantor. Grantor shall not, without the prior written consent of Grantee, receive or collect rent from any tenant or person in possession of the whole or any part of the Mortgaged Property more than thirty (30) days prior to the due date or accrual thereof (except for security deposits collected in the ordinary course of Grantor's business), shall not modify any leases, or waive, release, reduce, discount or otherwise discharge or compromise any of said rents, or accept or consent to a surrender, cancellation, default or termination of any of said leases. Grantor shall not assign or pledge any of the rents, issues and profits of the Mortgaged Property. For so long as there is no Event of Default (as such term is hereinafter defined), Grantor may receive, collect and enjoy the rents, income and profits from the Mortgaged Property, but as a trust fund for the payment of the mortgage debt before using the same for any other purpose. At any time after the happening of an Event of Default, Grantee or its agents shall have the right to enter into and upon the Mortgaged Property, and take possession thereof, and collect the rents, issues and profits therefrom, and to apply the same, after payment of reasonable collection, management and attorneys' fees, in reduction of the mortgage debt in such manner or proportion as Grantee may determine, in its sole discretion. Nothing contained in this Article, and no exercise by Grantee of its rights hereunder, shall constitute or be deemed to constitute Grantee as a mortgagee in possession in the absence of an actual entry into and taking possession of the whole or any part of the Mortgaged Property.

23. Rights and Remedies Cumulative. To the extent permitted by law, the rights and remedies provided for in this Mortgage, or which the Grantee may have otherwise, at law or in equity (including, but not limited to, the right to damages by reason of the failure of the Grantor to keep, observe and perform any of the covenants or agreements contained in this Mortgage), shall be distinct, separate and cumulative, and shall not be deemed to be inconsistent with each other, and none of them, whether or not exercised by the Grantee, shall be deemed to be in exclusion of any other, and any two or more of all such rights and remedies may be exercised at the same time. Further, the Grantee may resort for the payment of the indebtedness secured hereby to its several securities therefor in such order or manner as it may think fit.

If the Grantor has given the Grantee one or more mortgages other than this Mortgage with respect to the Mortgaged Property or any portion thereof, then all such mortgages, and all rights and remedies provided for in all such mortgages shall remain distinct and separate and none of them shall merge or be merged with this Mortgage or any other mortgages.

Without in any way limiting the generality of the foregoing, the Grantee shall have the right from time to time to take action to recover any sums, whether interest, principal or any installment of either, or any other sums required to be paid under the terms of this Mortgage or the Note, as the same become due, without regard to whether or not the principal sum secured, or any other sums secured, hereby shall be due, and without prejudice to the right of the Grantee thereafter to bring an action of foreclosure, or any other action, for a default or defaults by the Grantor existing at the time such earlier action was commenced.

24. Foreclosure Expenses. If this Mortgage shall be foreclosed, there shall be included to the extent permitted by law in the computation of the indebtedness secured hereby, the amount of a reasonable fee for the services of the attorneys retained by the Grantee in the foreclosure action or proceeding, as well as any and all disbursements, costs and other expenses actually incurred by the Grantee in connection with such foreclosure action or proceeding, including all sums (including attorneys' fees) incurred in connection with the environmental assessment, testing and/or remediation of the Mortgaged Property.

25. Future Laws Affecting Mortgages. In the event of the passage, after the date of this Mortgage, of any law, federal, state or local, or in the event of the rendition of a decision of any court of competent jurisdiction, imposing upon the Grantee the taxes, charges or assessments previously paid by the Grantor, or changing in any way the laws for the taxation of mortgages or indebtedness secured by mortgages, or imposing a tax, directly or indirectly, on this Mortgage or the Note, or changing the manner of the collection of any such taxes, charges or assessments, so as to affect this Mortgage or lessen the net income on the indebtedness secured by this Mortgage or upon the rendition of any court of competent jurisdiction of a decision that any undertaking by the Grantor as in this Article or elsewhere in this Mortgage provided, is legally inoperative, then the Grantee shall have the right, at its option, to give thirty (30) days' written notice to the Grantor requiring the payment of the mortgage debt, and the mortgage debt shall become due and payable and collectible, at the expiration of said thirty (30) days; provided, however, said option shall be unavailing and the Note and this Mortgage shall remain in effect as though said law had not been enacted or decision rendered, if under such law or decision the Grantor lawfully may pay any such tax, charge or assessment to or for the Grantee and does in fact pay same when payable and any and all security

and collateral granted by the Grantor to the Grantee under this Mortgage and the Financing Agreements is not impaired by said law or decision.

26. Waiver of Rights. THE GRANTOR ACKNOWLEDGES THAT THE TRANSACTION OF WHICH THIS MORTGAGE IS A PART IS A COMMERCIAL TRANSACTION, AND HEREBY VOLUNTARILY AND KNOWINGLY WAIVES ITS RIGHT TO NOTICE AND PRIOR HEARING UNDER CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES, OR AS OTHERWISE ALLOWED BY THE LAW OF ANY STATE OR FEDERAL LAW WITH RESPECT TO ANY PREJUDGMENT REMEDY WHICH THE GRANTEE MAY DESIRE TO USE AND SPECIFICALLY AUTHORIZES THE ATTORNEY FOR THE GRANTEE TO ISSUE A WRIT FOR ANY PREJUDGMENT REMEDY WITHOUT COURT ORDER. THE UNDERSIGNED HEREBY FURTHER WAIVES ANY REQUIREMENT FOR THE POSTING OF A BOND AND ANY RIGHT TO REQUEST A COURT TO REQUIRE THE GRANTEE TO POST A BOND IN CONNECTION WITH ANY PREJUDGMENT REMEDY SOUGHT. Further, the Grantor hereby waives, to the extent permitted by law, the benefits of all valuation, appraisal, homestead, exemption, stay, redemption and moratorium laws, now in force or which may hereafter become laws.

27. Reliance on Documents, Etc. The Grantee, in making any payment herein authorized in the place and stead of the Grantor which (i) relates to taxes, assessments, water rates, sewer use and rentals and other governmental or municipal charges, fines, impositions or liens asserted against the Mortgaged Property, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy thereof or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; or (ii) relates to insurance premiums, may do so according to any notice, bill, statement or estimate procured from the appropriate insurer without inquiry into the accuracy or validity thereof; or (iii) relates to any apparent or threatened adverse title, lien, statement of lien, encumbrance, claim or charge shall be the sole judge of the legality or validity of same; or (iv) relates to the expense of repairs or replacement of any buildings, improvements, Fixtures or any other Mortgaged Property shall be the sole judge of the state of repairs and the necessity for incurring the expense of any such repairs or replacement; or (v) otherwise relates to any other purpose not specifically enumerated in this Article, may do so whenever, in its judgment and discretion, such payment shall seem necessary or desirable to protect the full security intended to be created by this Mortgage, and provided further that in connection with any such payment, the Grantee, at its option, may and is hereby authorized to obtain a continuation report of title prepared by a title insurance company, the costs and expenses of which shall be repayable by the Grantor without demand and shall be secured hereby.

28. Compliance with Local, State and Federal Regulation.

a. Grantor has to the extent appropriate and obtainable, all necessary certificates, licenses, authorizations, registrations, permits, environmental and zoning resolutions and/or approvals necessary for the operation of all contemplated improvements and businesses at the Mortgaged Property or any part thereof or the commencement or continuance of construction thereof, as the case may be.

b. Respecting the Mortgaged Property and the use and operation thereof, the Grantor

is and shall at all times remain in compliance in all material respects with all federal, state and local laws and ordinances with respect to conduct of business or business operation, and the Grantor is not and shall not be at any time in violation in any material respect of any zoning, environmental protection, (including, without limitation, air pollution, water pollution, and inland-wetland proscriptions), health, occupation, safety or other law, regulation or order.

29. Event of Default. Upon the occurrence of an Event of Default hereunder, the whole of the outstanding principal sum due on the Note, interest accrued thereon, if any, and any and all indebtedness secured hereby shall become due and payable forthwith at the option of the Grantee without notice or demand, and Grantee may, in addition to all other remedies available to it at law or in equity, foreclose this Mortgage. Each of the following events shall be deemed to be an “Event of Default” hereunder:

(i) the failure to keep, perform or carry out any obligation under the Note, this Mortgage, or any of the Financing Agreements, which failure continues beyond any applicable grace period; or (ii) Grantee shall not receive principal and interest, if any, when due pursuant to the Note; or (iii) the Grantor’s failure to keep, perform or carry out any of its obligations under any lease for all or any portion of the Mortgaged Property which failure continues beyond any applicable grace period; or (iv) failure to exhibit to the Grantee, within ten (10) days after demand, receipts showing payment of all taxes, water rates, sewer rents, municipal assessments and insurance premiums; or (v) failure to keep in force any insurance required herein, or default after notice and demand either in delivering the policies of insurance or in reimbursing the Grantee for premiums paid on such insurance, as herein provided; or (vi) the actual or threatened waste, removal or demolition of, or structural alteration to, any part of the Mortgaged Property except as permitted herein; or (vii) assignment by the Grantor of the whole or any part of the rents, income or profits arising from the Mortgaged Property; or (viii) the failure of the Grantor to observe, perform or comply with any obligation, condition or covenant under the Mortgage or under any of the Financing Agreements as hereinafter defined, which failure shall continue beyond any applicable grace period; or (ix) the Grantor shall cease to legally exist or shall be deprived of title, possession or control of the Mortgaged Property by process or operation of law or order of any court, or if any foreclosure proceeding shall be instituted on any lien or mortgage of any kind affecting the Mortgaged Property; or (x) the dissolution of the Grantor or the filing by or against the Grantor of any petition, arrangement, reorganization, or the like under any insolvency or bankruptcy law, which is not dismissed or withdrawn within ninety (90) days, or the adjudication of Grantor as a bankrupt, or the making of an assignment for the benefit of creditors, or the appointment of a receiver for any part of Grantor’s properties; or (xi) any amendment or modification of the Grantor’s business organization or operations which, in the reasonable judgment of the Grantee, materially and adversely affects the ability of the Grantor to pay or perform under any of the Financing Agreements as hereinafter defined or otherwise impairs any security of the Grantee; or (xii) any sale, conveyance, transfer or encumbrance of any of the Grantor’s right, title or interest in the Mortgaged Property; or (xiii) any change in Grantor’s financial condition which materially and adversely affects the Grantor’s ability to pay or perform under the Note, this Mortgage or any of the Financing Agreements as hereinafter defined; (xiv) any material representation, warranty or disclosure made by the Grantor herein, or any material representation, or warranty made by Grantor or by any officer in any of the Financing Agreements as hereinafter defined proves to be materially false or misleading on the date as of which made, whether or not that

representation or disclosure appears in this Mortgage; or (xv) default under any Permitted Encumbrances which continue beyond any applicable grace period.

30. Miscellaneous Provisions.

a. In the event of a foreclosure of this Mortgage, the purchaser of the Mortgaged Property, if the Grantee so consents, shall succeed to all the rights of the Grantor to the Mortgaged Property, including, without limitation, any right to unearned premiums, in and to all policies of insurance assigned and delivered to the Grantee pursuant to the provisions hereof.

b. A demand upon or notice to the Grantor hereunder shall be sufficient notice and shall be effective if sent by email transmission, by recognized overnight courier, or by registered mail, first class, postage prepaid, return receipt requested, addressed to the Grantor at the following address: _____, Attn: _____, or such other address as Grantor shall furnish in writing to Grantee. Any notice to the Grantee hereunder shall be sufficient notice and shall be effective if sent by email transmission, by recognized overnight courier, or by registered mail, first class, postage prepaid, return receipt requested, addressed to the Grantee at the following address: 725 Old Post Road, Fairfield, Connecticut, 06824, Attn: _____, or such other address as Grantee shall furnish in writing to Grantor.

c. The Grantor and each party to the Financing Agreements shall observe, perform or comply with all obligations, conditions and covenants contained herein and in the Financing Agreements. Any and all provisions of the Financing Agreements are hereby made a part hereof to the same extent as if fully set forth herein. The term "Financing Agreements", as used herein, shall mean and refer to any and all agreements evidencing, securing or relating in any way to the past, present or future indebtedness or obligations or liabilities of every kind, nature and description of the Grantor or any maker of the Note owing to the Grantee, including, but not limited to, this Mortgage Deed and the Note, all executed of even date herewith, and such other agreements as are executed by the Grantor on this date or in the future, and any modification, supplementation or amendment thereof made from time to time.

d. The security interests, liens and other rights and interests in and relative to any of the real or personal property of Grantor now or hereafter granted to Grantee by Grantor by or in any instrument or agreement, including but not limited to the Financing Agreements, shall serve as security for any and all liabilities of Grantor to Grantee, including but not limited to the liabilities described in the Note, and, for the repayment thereof, Grantee may resort to any security held by it in such order and manner as it may elect.

e. The Grantor shall immediately give prompt notice to the Grantee of the occurrence of any of the following:

- (i) a fire or other casualty causing damage to the Mortgaged Property;
- (ii) receipt of notice of eminent domain proceedings or condemnation of the Mortgaged Property;

- (iii) receipt of notice from any governmental authority relating to the structure, use or occupancy of the Mortgaged Property or any real property adjacent to the Mortgaged Property;
- (iv) receipt of any notice from any tenant of all or any portion of the Mortgaged Property asserting that Grantor is in breach of an obligation to such tenant;
- (v) substantial change in the use of the Mortgaged Property;
- (vi) commencement of any litigation affecting the Mortgaged Property;
- (vii) receipt of any notice of default under any agreement and contract relating to the construction of contemplated improvements at the Mortgaged Property and the operation of Grantor's business at the Mortgaged Property;
- (viii) any contract or agreement with respect to any sale or other transfer of any part of the Mortgaged Property.

f. Wherever used in this Mortgage, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the word "Grantor" shall include "any subsequent owner or owners of the Mortgaged Property or any part thereof", the word "Grantee" shall include "any subsequent holder or holders of this Mortgage", the word "mortgage debt", shall mean "any and all indebtedness of the Grantor to the Grantee as evidenced by the Note and/or secured by this Mortgage" and the word "person" shall include "an individual, corporation, partnership or unincorporated association", and plural or singular shall include each other, and pronouns in any gender shall be construed as masculine, feminine or neuter as the context requires.

g. If any term or provision of this Mortgage or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Mortgage, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Mortgage shall be valid and enforceable to the fullest extent permitted by law.

h. The captions or section headings used in this Mortgage are for convenience only and of no substance or significance, and shall not be used to interpret, modify or affect in any way the covenants and agreements herein contained.

i. This Mortgage and the Note shall be governed by and construed in accordance with the laws of the State of Connecticut. All grants, covenants, agreements and other provisions herein contained shall run with the land, and shall be binding upon and inure to the benefit of the respective successors and assigns of the Grantor and the Grantee.

31. Special Provisions. The Grantor further agrees and covenants as follows:

a. Grantor shall provide, at Grantee's request, a written statement certifying that there exists no condition of any default by the Grantor in the performance of any obligation to the Grantee under any of the Financing Agreements.

b. Grantor shall provide to Grantee, upon Grantee's request, copies of all leases for any portion of the Mortgaged Property. Grantor shall require all tenants of the Mortgaged Property to execute, in form acceptable to Grantee, such subordination and attornment agreements and estoppel letters as Grantee may reasonably request.

c. The Grantor agrees that the Mortgaged Property shall be used exclusively for the purpose of community nonprofit charitable services and for no other purpose whatsoever. Any change in the use of the Property requires the prior written consent of the Mortgagee, which may be withheld in its sole discretion. A breach of this provision shall be deemed a material default under the terms of this Mortgage.

32. Financing Statement. This Mortgage is intended to be effective as a financing statement pursuant to the Connecticut Uniform Commercial Code with respect to the following collateral: All machinery, equipment (including power driven machinery and equipment), tools, parts, fixtures, furniture, furnishings, leasehold improvements and other personal property of any nature, wherever located, tangible or intangible, presently owned or hereinafter acquired by Grantor being used or for use in the conduct of its business, together with additions and accessions thereto and substitutions and replacements therefor, and all rights under or arising out of the present or future contracts and general intangibles relating to the foregoing, and the products and proceeds (including insurance and condemnation proceeds) thereof and in all other Fixtures.

Together with all accessions and accessories to the foregoing, renewals, substitutions and replacements therefor and any interest now existing or hereafter arising with respect thereto; all proceeds and products of the foregoing; and all proceeds or rights to payment of any hazard insurance or condemnation awards with respect thereto.

The Grantee is the secured party and the Grantor is the debtor with respect to this financing statement and the mailing addresses of the secured party and the debtor for the purpose of this financing statement are set forth herein. The security interest has been granted to Grantee by Debtor pursuant to a Security Agreement of even date.

NOW, THEREFORE, if the Note aforesaid and any additional indebtedness secured hereby, and any extensions or renewals thereof shall be well and truly paid according to their tenor, and if all agreements and provisions contained in the Financing Agreements are fully kept and performed, then this Mortgage shall become null and void; otherwise to remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

**SCHEDULE A
DESCRIPTION OF PREMISES**

DRAFT

**SCHEDULE B
PROMISSORY NOTE**

[See Attached]

DRAFT

PROMISSORY NOTE

\$300,000.00

_____, ____ 2025

Fairfield, Connecticut

FOR VALUE RECEIVED, the undersigned **OPERATION HOPE OF FAIRFIELD, INC. a nonprofit public benefit organization with offices located at** an address of _____, Connecticut **[Entity Name to be Confirmed]** (the "Payor"), promises to pay to the order of **TOWN OF FAIRFIELD**, a municipality organized and existing under the laws of the State of Connecticut, having a principal office located at 725 Old Post Road, Fairfield, Connecticut, 06824 (collectively with any subsequent holder of this Note, the "Holder") or at such other place as the Holder shall designate, the principal sum of **THREE HUNDRED THOUSAND AND 00/100 DOLLARS (\$300,000.00)** (the "Loan") all as conclusively evidenced by the books and records of the Holder.

No interest shall accrue on the outstanding principal balance of this Note, except as hereafter provided.

No installment payments shall be due on this Note. All outstanding principal and all other sums which may be due and payable hereunder or under that certain Mortgage Deed and Financing Statement (the "Mortgage") of even date herewith which secures this Note, or any other Financing Agreement, as defined in the Mortgage, if not sooner paid, shall be due and payable in full on _____ 30, 2100 (the "Maturity Date").

All payments on this Note shall be payable to the Holder of this Note in lawful currency of the United States of America in immediately available funds in the manner and location indicated in the first paragraph of this Note or wherever else the Holder may, in writing, specify.

The Note may be prepaid, in whole or in part, at any time, without payment or penalty, upon at least seven (7) days' prior notice to the Holder.

Said sums shall be paid together with all taxes levied or assessed on this Note or the debt evidenced hereby against the Holder, and together with all costs, expenses and reasonable attorneys' fees incurred in any action to collect this Note or to realize on any collateral securing this Note or to protect or sustain the lien of the Holder, or in any litigation or controversy arising from or connected with this Note, the Mortgage, or any other Financing Agreement, as defined in the Mortgage.

Upon the occurrence of any event of default hereunder or as defined in the Mortgage (an "Event of Default"), the entire principal sum due under this Note, with accrued interest thereon, if any, shall at the option of Holder become immediately due and payable forthwith, without demand, presentment, protest or notice or any kind, all of which are hereby expressly waived by the Payor. After the occurrence of an Event of Default and the failure to cure same within any applicable cure periods, and including the period after any judgment has been rendered with respect hereto, or after the Maturity Date, Payor agrees that Holder shall have the option of

requiring interest to accrue on the outstanding principal balance of this Note from the execution date hereof at a per annum interest rate of eight percentage points (8.0%). Failure to exercise any of the foregoing options shall not constitute a waiver by Holder of the right to exercise any such option in the event of any subsequent default.

The Payor and each and every other endorser, guarantor and surety of this Note, and all others who may become liable for all or any part of this obligation, do hereby agree that their liability hereunder shall be joint and several and hereby waive demand, presentment for payment, protest, notice of protest and notice of nonpayment of this Note, and do hereby consent to any number of renewals or extensions of the time of payment hereof, and agree that any such renewal or extension may be without notice to any of said parties and without affecting their liability hereunder, and further consent to the release of any part or parts or all of the security for the payment hereof and to the release of any party or parties liable hereon, all without affecting the liability of the other persons, partnerships or corporations or other entity liable for the payment of this Note.

The Payor hereby gives the Holder a lien and right of setoff for all the Payor's liabilities to the Holder upon and against the Payor's deposits, credits and property now or hereafter in the possession or control of the Holder or in transit to it. The Holder may, at any time after the occurrence of an Event of Default apply the same or any part thereof, to any of the Payor's liabilities to the Holder, though unmatured, without notice and without first resorting to any other collateral.

All agreements between Payor and Holder are hereby expressly limited so that in no event whatsoever, whether by reason of acceleration of maturity of the indebtedness evidenced hereby or otherwise, shall the amount paid or agreed to be paid to Holder for the use or the forbearance of the indebtedness evidenced hereby exceed the maximum permissible under applicable law. As used herein, the term "applicable law" shall mean the law in effect as of the date hereof. In this regard, it is expressly agreed that it is the intent of Payor and Holder in the execution, delivery and acceptance of this Note to contract in strict compliance with the laws of the State of Connecticut from time to time in effect. If, under or from any circumstances whatsoever, fulfillment of any provision hereof or of any of the loan documents at the time of performance of such provision shall be due, shall involve exceeding the maximum rate prescribed by applicable law, then the obligation to be fulfilled shall automatically be reduced to the maximum permitted rate, and if under or from any circumstances whatsoever Holder should ever receive as interest an amount which would exceed the highest lawful rate, such amount which would be excessive interest shall be applied to the reduction of the principal balance evidenced hereby and not to the payment of interest. This provision shall control every other provision of all agreements between Payor and Holder.

Failure by the Holder to insist upon the strict performance by Payor of any terms and provisions herein shall not be deemed to be a waiver of any terms and provisions herein, and the Holder shall retain the right thereafter to insist upon strict performance by the Payor of any and all terms and provisions of this Note or any agreement securing the repayment of this Note.

PAYOR ACKNOWLEDGES THAT THE LOAN EVIDENCED BY THIS NOTE IS A COMMERCIAL TRANSACTION AND WAIVES ITS RIGHT TO NOTICE AND HEARING UNDER CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES, OR AS OTHERWISE ALLOWED BY ANY STATE OR FEDERAL LAW WITH RESPECT TO ANY PREJUDGMENT REMEDY WHICH HOLDER MAY DESIRE TO USE, AND FURTHER, WAIVES DILIGENCE, DEMAND, PRESENTMENT FOR PAYMENT, NOTICE OF NONPAYMENT, PROTEST AND NOTICE OF PROTEST, AND NOTICE OF ANY RENEWALS OR EXTENSIONS OF THIS NOTE, AND ALL RIGHTS UNDER ANY STATUTE OF LIMITATION. THE PAYOR ACKNOWLEDGES THAT IT MAKES THIS WAIVER KNOWINGLY, VOLUNTARILY, WITHOUT DURESS AND ONLY AFTER CONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER WITH ITS ATTORNEYS.

PAYOR AND HOLDER MUTUALLY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE OR ANY OTHER LOAN DOCUMENTS CONTEMPLATED TO BE EXECUTED IN CONNECTION HEREWITH OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR HOLDER TO ACCEPT THIS NOTE AND MAKE THE LOAN.

This Note shall be governed, construed and enforced in accordance with the laws of the State of Connecticut, without reference to the conflicts or choice of law principles thereof.

IN WITNESS WHEREOF, the undersigned has executed this Note under seal as of the day and year first written above.

OPERATION HOPE OF FAIRFIELD, INC.
[Entity Name to be Confirmed]

By: _____
Name: _____
Its: _____

RIGHT OF FIRST REFUSAL AND RIGHT OF FIRST OFFER

In consideration of One Dollar and other good and valuable consideration **OPERATION HOPE OF FAIRFIELD, INC. a nonprofit public benefit organization {Entity to be Confirmed}**, _____, Connecticut (“Operation Hope”) hereby grants to the **TOWN OF FAIRFIELD**, a municipality organized and existing under the laws of the State of Connecticut, having a principal office located at 725 Old Post Road, Fairfield, Connecticut, 06824 (“Town”) an irrevocable Right of Refusal and irrevocable Right of First Offer to purchase th certain piece or parcel of land, with the buildings and improvements now or hereafter placed thereon, commonly known 554 Tunxis Hill Road, Fairfield, Connecticut, and more particularly bounded and described in **Schedule A** annexed hereto and made a part hereof (the “Premises”).

Article 1 Right of First Refusal

1.1 Right of First Refusal. The Town is hereby granted an irrevocable exclusive Right of First Refusal to purchase the Premises on the terms and conditions hereinafter set forth.

1.2. Receipt of Offer to Purchaser the Premises. The terms and conditions of this Right of First Refusal are triggered by Operation Hope’s receipt of a written bonafide good faith offer from any prospective good-faith purchaser, to purchase the Premises (the “Offer”).

1.3. Notice of Acceptable Offer. Operation Hope shall give the Town written notice of the identity of the offeror and all of the terms and conditions of the Offer on the date the Operation Hope decides to accept the Offer (the “Notice Date”).

1.4 Exercise of Right of First Refusal. The Town shall have a period of ninety (90) days following of the Notice Date to exercise its Right of First Refusal by giving Operation Hope written notice of its election to purchase the Premises under the same terms and conditions as those set forth in the Notice. (the “Election Notice”). If the Town timely delivers an Election Notice, the parties shall negotiate in good faith to enter into a binding purchase and sale agreement within thirty (30) days of the Election Notice delivery date.

1.5 The Closing. In the event the Town elects to exercise its Right of First Refusal the closing for such purchase shall be held at the Town offices no later than the thirtieth (30th) day (or the next succeeding business day is such date is a Saturday, a Sunday or a holiday) following the execution of a purchase and sale agreement (the “Closing Date”), or at such other time and place mutually agreed to by the parties. At such closing, the Town shall pay the purchase price in readily available funds and Operation Hope shall deliver to the Town a Connecticut warranty deed, conveying good and marketable title to the Premises subject to encumbrances of record, provided that such encumbrances do not materially effect the marketability of title to the Premises. All taxes, utilities and other recurring charges shall be prorated to the Closing Date and Operation Hope shall pay all applicable local and State conveyance taxes and any similar costs or expenses customarily paid by sellers of real property

Article 2
The Right of First Offer

2.01 Right of First Offer. The Town is hereby granted an irrevocable exclusive Right of First Offer to purchase the Premises on the terms and conditions hereinafter set forth.

2.02 Notice of Intent to Sell the Premises. If at any time Operation Hope decides to sell or otherwise transfer the Premises, Operation Hope shall first provide written notice to the Town that Operation Hope intends to sell the Premises prior to marketing or listing the Premises for purchase by a third-party (the "Offer Notice").

2.03 Exercise of Right of First Offer. The Town shall have ninety (90) days from the date of receipt of the Offer Notice for the Town to deliver written notice to Operation Hope indicating its intent to purchase the Premises and the terms and conditions of the Town's offer ("Acceptance Notice"). If The Town timely delivers an Acceptance Notice, the parties shall negotiate in good faith to enter into a binding purchase and sale agreement within thirty (30) days of the Acceptance Notice delivery date.

2.04. The Closing. In the event the Town elects to exercise its Right of First Offer and Operation Hope has accepted the Town's offer, the closing for such purchase shall be held at the Town offices no later than the thirtieth (30th) day (or the next succeeding business day if such date is a Saturday, a Sunday or a holiday) following the execution of a purchase and sale agreement (the "Closing Date"), or at such other time and place mutually agreed to by the parties. At such closing, the Town shall pay the purchase price in readily available funds and Operation Hope shall deliver to the Town a Connecticut warranty deed, conveying good and marketable title to the Premises subject to encumbrances of record, provided that such encumbrances do not materially effect the marketability of title to the Premises. All taxes, utilities and other recurring charges shall be prorated to the Closing Date and Operation Hope shall pay all applicable local and State conveyance taxes and any similar costs or expenses customarily paid by sellers of real property.

Article 3
Miscellaneous

3.01 Right to Sell. Nothing contained in this Right of First Refusal and Right of First Offer shall prohibit Operation Hope from selling, conveying, assigning, or transferring its interest in the Premises, or any other interest in the Premises, provided that any such sale shall be subject to the terms of this Right of First Refusal and Right of First Offer.

3.02. Notices. All notices provided for hereunder shall be in writing and shall be deemed given and received when (i) a period of two (2) business days has elapsed after the same is deposited in the U.S. mail sent by certified or registered mail, postage prepaid, or (ii) delivered by hand, in each case to a party's principal business address.

3.03. Governing Law. This agreement shall be construed in accord with the laws of the State of Connecticut in effect at the time of the execution thereof.

3.04. Binding Effect. This agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

Executed this ____ day of _____, 2025.

In Witness Whereof

OPERATION HOPE OF FAIRFIELD,
INC.,

Witness

By: _____

Witness

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

On this, the ____ day of _____, 2025, before me, the undersigned officer, personally appeared _____, of the Operation Hope of Fairfield Inc. , signer and sealer of the foregoing instrument, and acknowledged the same to be his/her free act and deed, and the free act and deed of said Operation Hope of Fairfield Inc., before me.

Commissioner of Superior Court
Notary Public

Schedule A
Property Description

DRAFT