

## LEASE

LEASE AGREEMENT dated this 5<sup>th</sup> day of May, 2022, by and between EMANUEL SYNAGOGUE, a religious corporation organized and existing under the laws of the State of Connecticut having an address at 160 Mohegan Drive, West Hartford, Connecticut, (hereinafter referred to as "**Landlord**") and THE CHILDREN'S MUSEUM, a Connecticut corporation having a place of business at 950 Trout Brook Drive, West Hartford, Connecticut, (hereinafter referred to as "**Tenant**")

## WITNESSETH

### ARTICLE I. TERM AND RENT

1.01 Landlord hereby leases to Tenant, and Tenant hereby hires from Landlord, certain demised spaces set forth below and located within the building known as 160 Mohegan Drive, West Hartford, Connecticut (the "**Building**") with said demised spaces are hereinafter collectively referred to as the "**Premises**" and consist of:

- (a) 8 classrooms identified as 201, 202, 203, 204, 205, 206, 207 & 208 (collectively the "Classrooms");
- (b) Storage room 209; and
- (c) Office room 210

1.02 Tenant represents and covenants that Tenant is leasing and taking the Premises in its "AS IS CONDITION WITH ALL FAULTS AND DEFECTS" as of the date hereof. Tenant acknowledges that the taking of possession of the Premises by Tenant shall be conclusive evidence that the Premises were in satisfactory condition at the time such possession was taken possession is delivered to Tenant. The parties hereby agree that the Landlord or Landlord's agents have neither made nor has the Tenant relied upon any representations, warranties, either expressed or implied, or promises with respect to the physical condition of the Building, Playground (as such term is defined below in Section 2.01 below) and the Premises, the expense of operation or any other matter or thing affecting or related to the Premises, and no rights, easements or licenses are acquired by Tenant by implication or otherwise except as expressly set forth in the provisions of this Lease. Notwithstanding the foregoing, Landlord shall, at its sole cost and expense, be responsible for curing any existing violations of law solely with respect to the presence of lead in the water servicing in the Building in violation of applicable law or the presence of radon in the Building in violation of law that are not caused or triggered by Tenant or by any use, improvement, alteration or installation by Tenant.

1.03 The "Initial Term" of this Lease shall commence on June 27, 2022 ("Commencement Date"), and shall terminate on June 26, 2025 ("**Expiration Date**"), unless sooner terminated or extended as provided hereunder.

1.04 Landlord herein grants Tenant the right and option to extend the Initial Term of this Lease for two (2) periods of one (1) year each (each individually an "**Extension Period**" and collectively the "**Extension Periods**") with the first Extension Period commencing upon the expiration date of the Initial Term and the second Extension Period commencing upon the expiration of the first Extension Period provided, however, Tenant's rights and option to extend the term of this Lease are conditioned and contingent upon: (a) written notice of the Tenant's election to exercise its right and option to extend the term of this Lease as set forth herein is given to the Landlord at least one hundred eighty (180) days prior to the expiration of the Initial Term or the first Extension Period, as the case may be; and (b) no default exists under this Lease (or would exist with the providing of notice or passage of time, or both). If the Tenant has properly exercised its option to extend the term of this Lease as aforesaid and if no default exists under this Lease (or would exist with the providing of notice or passage of time, or both), then the term of this Lease shall be duly extended solely for the forthcoming Extension Period upon all of the same terms, provisions

and conditions, except for rent as hereinafter provided and all references contained in this Lease to the term of this Lease shall be construed to refer to the Initial Term as extended by the applicable Extension Period, whether or not specific reference thereto is made in this Lease; provided, however, the Tenant shall not have any further option to extend the term of this Lease after the expiration of the second Extension Period.

1.05 (a) Commencing with the Commencement Date through the Expiration Date of this Lease, Tenant covenants to pay to Landlord a fixed rent during the Initial Term of the Lease and any applicable Extension Periods (the "**Fixed Rent**"), as follows:

<u>Initial Term</u>	<u>Fixed Rent</u>	<u>Twelve (12) Monthly Installments of Fixed Rent</u>
June 27, 2022 – June 26, 2023	\$106,608.00	\$8,884.00
June 27, 2023 – June 26, 2024	\$109,939.50	\$9,161.63
June 27, 2024 – June 26, 2025	\$113,271.00	\$9,439.25
<u>First Extension Term</u>		
June 27, 2025 – June 26, 2026	\$116,602.50	\$9,716.88
<u>Second Extension Term</u>		
June 27, 2026 – June 26, 2027	\$119,934.00	\$9,994.50

(b) Fixed Rent shall be payable during the Initial Term and any applicable Extension Periods in equal monthly installments as set forth above for the applicable period during the term of the Lease on the first day of each month of the term of this Lease in advance without notice, deduction or setoff.

(c) Tenant shall pay to Landlord all Fixed Rent without notice or demand, in lawful money of the United States of America, at the office of Landlord or at such other place as Landlord may designate.

(d) There shall be no abatement of, deduction from, reduction of, or counterclaim or setoff against any Fixed Rent or any other sums and charges due and payable by Tenant to Landlord under this Lease, (such other sums and charges being referred to as "**Additional Rent**"); and

(e) If Tenant shall fail to pay the Fixed Rent or any Additional Rent within 10 days of when the same is due and payable, Tenant shall pay a late payment charge of 5% of such unpaid amount and such unpaid amount shall bear interest from thirty (30) days after the due date thereof to the date of payment at 10% per annum.

1.06 No payment by Tenant or receipt of Landlord of a lesser amount than the correct Fixed Rent and/or Additional Rent shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or any letter accompanying any check or payment an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance due or pursue any other remedy in this Lease or at law provided.

## ARTICLE II. USE

2.01 Subject to the provisions of this Lease and the provisions of all applicable permits and licenses, local, state and federal law, Tenant shall have exclusive use of the Premises for professional office use purposes and preschool educational programming and for no other purpose as follows. The use of the Premises shall be strictly limited to the hours of 7:30 am to 5:30 pm on Mondays through Friday ("**Hours of Operation**") subject, however, to prohibitions and restrictions set forth in this Lease, including but not limited to, Section 2.02 below. Authorized personnel of the Tenant shall have access from 7:00 am through 8:30 pm to and from the Premises solely by use of the door to the "School Wing" of the Building depicted on Exhibit C attached hereto and made apart hereof that provides entrance to the Premises located on the southern side of the Building ("**Dedicated Classroom Door**") provided however, such access shall be subject to any and all security measures as deemed necessary or appropriate at any time and from time to time by Landlord in its sole and absolute discretion. In addition, Tenant shall have exclusive use of the existing outdoor playground area with approximate dimensions of forty feet by fifty feet (40' x 50') consisting of an approximate area of two thousand (2,000) square feet located outside the Building and designated as "playground" on Exhibit C (the "**Playground**") solely during Hours of Operation provided and contingent upon Tenant procuring and maintaining such liability insurance coverage satisfactory to Landlord and listing the Landlord as a loss payee or additional insured as the Landlord may require ("**Liability Coverage**"). Any and all improvements in alterations, additions, modifications, installations to such Playground (including but not limited to, the existing fence) shall be performed by the Tenant, at its sole cost and expense, after obtaining the prior written consent of the Landlord, which consent shall not be unreasonable withheld. Tenant shall have nonexclusive use of the parking spaces that are located on the southern side of the Building and in front of the Dedicated Classroom Door may be used solely for child drop off purposes provided that Tenant's teachers, staff and invitees shall have non-exclusive use of the main parking area located to the east of the Playground for the parking of passenger vehicles. In addition, Tenant may have nonexclusive use of the grass area immediately adjacent to the Playground during Hours of Operation contingent upon obtaining: (i) Landlord's prior written consent as to any such times, which consent of the Landlord shall not be unreasonably withheld; and (ii) Tenant procuring and maintaining Liability Coverage.

2.02 Tenant shall not have use of the Premises on the Jewish Holidays or festivals described on **Exhibit A** attached hereto and made a part hereof, or outside of the Hours of Operation. Tenant is strictly prohibited from the use of any other space or portion of the Building other than the Premises except for: (i) access out of the Building during any bona fide emergency; and (ii) non-exclusive use of the hallways and bathrooms located on the second floor of the Building. Use of any and all other areas of the Building and areas outside of the Building by Tenant and its employees, agents, representatives, contractors and invitees shall be subject to terms, restrictions and obligations of this Lease.

2.03 (a) Tenant shall not place a load upon any floor of the Premises which exceeds a live load of forty (40) pounds per square foot or an amount which is allowed by law, whichever is less. In the event Tenant desires to make changes within the Premises not otherwise prohibited hereunder, which may significantly affect the live load on all or any part of the floors thereof, Tenant shall give Landlord not less than twenty (20) days' prior written notice of such proposed change. Such notice shall include a certification by Landlord's engineers that such proposed changes will not (a) have any detrimental impact upon the Building or the Premises and (b) exceed the live load limitations set forth above. Such certification shall be at the Tenant's expense; and

(b) Business machines and mechanical equipment belonging to Tenant which cause in excess of reasonable amount of noise, vibration, chilling, heating, annoyance and inconvenience to Landlord, or its guests shall at Tenant's expense, be eliminated by the Tenant, normal office and school equipment excluded.

2.04 Notwithstanding the fact that the Tenant may continue to pay rent to the Landlord, Tenant shall be deemed to have abandoned the Premises if the Tenant shall substantially vacate, relocate, or

otherwise cease its ordinary business operations at the Premises for a period in excess of fifteen (15) business days.

2.05 Tenant shall comply with the Building Rules set forth in **Exhibit B**.

### **ARTICLE III. SUBORDINATING, MODIFICATION NOTICE TO MORTGAGEES**

3.01 This Lease, and all rights of Tenant hereunder, are and shall be subject and subordinate to all ground leases, overriding leases and underlying leases of the Building now or hereafter existing and to any mortgage which may now or hereafter affect the Building and any of such leases, whether or not such mortgage shall also cover other lands and/or buildings and/or leases, to each and every advance made or hereafter to be made under such mortgage, and to all renewals, modifications, replacements, consolidations, substitutions and extensions of such leases and such mortgage. This Section shall be self-operative, and no further instrument of subordination shall be required. In confirmation of such subordination, Tenant shall, at Landlord's own cost and expense and in recordable form if requested, upon ten (10) days prior written notice, execute, acknowledge and deliver any reasonable instrument that Landlord, the Lessor under any such lease or the holder of any such mortgage (including leasehold mortgages) or any of their respective successors in interest may reasonably request to evidence such subordination. Any lease to which this lease is, at the time referred to, subject and subordinate is herein called "Superior Lease" and the lessor of a Superior Lease or its successor in interest, at the time referred to, is herein called "Superior Lessor," and any mortgage to which this Lease is, at the time referred to, subject and subordinate is herein called "Superior Mortgage" and the holder of a Superior Mortgage is herein called "Superior Mortgagee."

3.02 In the event that any Superior Mortgagee or any other present or future financial institution or insurance company which holds or is about to provide mortgage financing on the Building shall request any modification of this Lease, Tenant shall promptly execute and deliver to Landlord a recordable amendment hereto, at Landlord's expense evidencing such modification, provided such amendment does not materially adversely affect Tenant's rights under this Lease.

### **ARTICLE IV. ASSIGNMENT AND SUBLETTING**

4.01 Except as expressly others provided in this Article, neither this Lease nor any part hereof, nor the interest of Tenant in any sublease or the rentals thereunder, shall, by operation of law or others, be assigned, mortgaged, pledged, encumbered or otherwise transferred by Tenant, its successors or assigns, and neither the Premises nor any part thereof nor any Tenant's property shall be encumbered in any manner by reason of any act or omission on the part of Tenant, or anyone claiming under or through Tenant, or shall be sublet or be used, occupied or utilized for desk space or for mailing privileges by anyone other than Tenant. Tenant agrees and acknowledges that Tenant lacks the authority, right and power to assign this Lease or sublet the Premises or any portion thereof and any assignment of this Lease or subletting of the Premises or any portion thereof shall be null and void *ab initio*. A transfer in any single transaction or in a series of transactions of more than fifty (50%) percent in interest of Tenant (whether stock, partnership interest or otherwise) by any party(ies) in interest shall be deemed an assignment of this Lease.

4.02 The consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. Notwithstanding any assignment or subletting, Tenant shall not be released from performing any of the terms, covenants and conditions of this Lease, but Tenant and such assignee or sublessee shall thereafter be jointly and severally liable for the full and faithful performance of all of the obligations of Tenant under this Lease.

### **ARTICLE V. COMPLIANCE WITH LAWS AND REQUIREMENTS OF PUBLIC AUTHORITIES**

Tenant shall, at its sole cost and expense, (i) obtain any and all licenses and permits in connection with the conduct of Tenant's business at the Premises; (ii) abate any nuisance within the Premises; and (iii) comply with all laws and requirements of public authorities which shall, with respect to the Premises or

the use and occupancy thereof, impose any violation, order or duty on Landlord or Tenant arising from (a) Tenant's use of the Premises, (b) the manner of conduct of Tenant's business or its installation or operation of its equipment or other property therein, (c) any cause or condition created by the Tenant, or (d) breach of any of Tenant's obligations hereunder.

#### **ARTICLE VI. FIRE INSURANCE COMPLIANCE - WAIVER OF SUBROGATION**

6.01 Tenant shall not do or permit anything to be done, or keep or permit anything to be kept, in the Building which would subject Landlord to any liability or responsibility for personal injury or death or property damage, or which would increase the fire or other casualty insurance rate on the Building or the property therein over the rate which would otherwise then be in effect or which would result: in insurance companies of good standing refusing to insure the Building or any such property in amounts reasonably satisfactory to Landlord.

6.02 If, by reason of Tenants permitted use or in the event of any failure of Tenant to comply with the provisions of Section 6.01, the rate of any insurance covering the Building, equipment or other property of Landlord shall be higher than it otherwise would be, Tenant shall reimburse Landlord, as provided in Article XXVII, for that part of the premiums for said insurance and extended coverage incurred by Landlord because of such failure on the part of Tenant.

#### **ARTICLE VII. TENANT'S PROPERTY**

7.01 All fixtures, equipment, improvements, and appurtenances, attached to or built into the Premises at the commencement of or during the Term of this Lease, whether or not by or at the expense of Tenant, shall be and remain a part of the Premises, and shall be deemed the property of Landlord and shall not be removed by Tenant, except as hereinafter in this Article expressly provided.

7.02 All movable partitions, other business and trade fixtures, machinery and equipment, communications equipment, and office equipment, which are installed in the Premises by or for the account of Tenant, without expense to Landlord, and which can be removed without structural damage to the Building and all furniture, furnishings and other articles or movable personal property owned by Tenant and located in the Premises (all of which are sometimes called "**Tenant's Property**") shall be and shall remain the property of Tenant and may be removed by it at any time during the term of this Lease; provided that if any of Tenant's Property is removed, Tenant shall repair or pay the cost of repairing any damage to the Premises or to the Building resulting from such removal, reasonable wear and tear excepted.

7.03 At or before the Expiration Date, or the date of any earlier termination of this Lease, or as promptly as practicable after such an earlier termination date, Tenant's Property, except such items thereof as Tenant shall have expressly agreed in writing with Landlord were to remain and to become the property of Landlord, shall be removed by Tenant and Tenant shall repair any damage to the Premises or the Building resulting from such removal, reasonable wear and tear excepted.

7.04 Any other items of Tenant's property (except money, securities and other like valuables) which shall remain in the Premises 30 days after the termination of the Term of this Lease or after a period of thirty (30) days following an earlier termination date, may, at the option of the Landlord, be deemed to have been abandoned, and in such case either may be retained by Landlord as his property or may be disposed of, without accountability, at Tenant's expense, in such manner as Landlord may see fit.

#### **ARTICLE VIII. ELECTRICITY AND GAS**

8.01 Tenant's use of electric, oil or gas energy in the Premises shall not at any time exceed the capacity of any of the electrical conductors and equipment in or otherwise serving the Premises. In order to ensure that such capacity is not exceeded and to avert possible adverse effects upon the Building's electric service, Tenant shall not, without Landlord's prior written consent, connect appliances or equipment to the Building electric distribution system or make any alterations or addition to the electric system of the

Premises, normal business equipment and school equipment excluded. Should Landlord grant such consent, all additional risers or other equipment required therefor shall be provided by Landlord and the cost thereof, which shall be deemed Additional Rent, shall be paid by Tenant pursuant to Article XXVII of this Lease. As a condition to granting such consent, Landlord may require Tenant to agree to an increase in the Fixed Rent to an amount which will reflect the cost to Tenant of the additional service to be furnished by Landlord, that is, the potential additional electric energy to be made available to Tenant based upon the estimated additional capacity of such additional risers or other equipment. If Landlord and Tenant cannot agree thereon, such amount shall be determined by a reputable, independent electrical engineer, to be mutually selected by the Landlord and Tenant and payment shared equally. When the amount of such increase is so determined, the parties shall execute an agreement supplementary hereto, to reflect such increase in the amount of Fixed Rent stated in this Lease, effective from the date such additional service is made available to Tenant; but such increase shall be effective from such date even if such supplementary agreement is not executed.

#### **ARTICLE IX. HEAT, VENTILATING AND AIR CONDITIONING**

9.01 Landlord shall maintain and operate heating and ventilating systems and shall furnish heat and ventilating in the Premises through the systems in conformity and subject to the capacity of such systems. Such heat and ventilating shall be furnished as Landlord reasonably deems necessary and appropriate during the Hours of Operation.

9.02 In the event, Tenant wishes, at its sole cost and expense, to air condition or heat any portion or all of the Premises by virtue of Tenant's installation of window air conditioning units and/or supplemental heating equipment, units or systems, then any and all costs associated with the installation, operation, repair, replacement, etc. of the window air conditioning equipment, fixtures and units and supplemental heating units, equipment and systems or split systems shall be the sole responsibility of the Tenant. Tenant shall not install any air conditioning or supplemental heating units or equipment without the consent of Landlord, which consent will not be unreasonably withheld and such units, equipment and systems shall be installed in accordance with all town and state building requirements and Article V of this lease agreement. Tenant agrees to have installed at its expense separate electric circuits, meters and/or submeters and agrees to pay fully for any and all electric costs associated with said air conditioning and heating.

#### **ARTICLE X. (INTENTIONALLY DELETED)**

#### **ARTICLE XI. ACCESS, CHANGES IN BUILDING FACILITIES**

11.01 Except for inside surfaces of the Premises, any access to the Premises, all of the Building, including interior Building walls, core corridor walls and doors and any core corridor entrance, any terraces or roofs adjacent to the Premises and any space in or adjacent to the Premises used for shafts, stacks, pipes, conduits, fan rooms, ducts, electric or other utilities, sinks or other Building facilities, and the use thereof, as well as access thereto through the Premises for the purposes of operation, maintenance, decoration and repair, are reserved to Landlord.

11.02 Tenant shall permit Landlord to install, use and maintain pipes, ducts and conduits within the demised walls, bearing columns and ceilings of the Premises.

11.03 Landlord and/or Landlord's agent shall have the right to enter and/or pass through the Premises or any part thereof, at reasonable times during business hours, or after business hours for the purpose of inspecting and making such repairs or changes to the Building or its facilities as may be provided for by this Lease or as Landlord may be required to make by law or in order to repair and maintain the Building or its fixtures or facilities. Landlord shall be allowed to take all materials into and upon the Premises that may be required for such repairs, changes, repainting or maintenance, without liability to Tenant. Landlord shall have the right to enter on and/or pass through the Premises, or any part thereof, at such

times as such entry shall be required by circumstances of emergency affecting the Premises or the Building. Other than emergency situations, Landlord will give Tenant reasonable notice.

11.04 Landlord reserves the right, at reasonable times, without incurring any liability to Tenant therefor, to make such changes in or to the Building and the fixtures and equipment thereof, as well as in or to the street, entrances, halls, passages, elevators and stairways thereof, as Landlord may deem necessary or desirable in the sole discretion of the Landlord.

11.05 Any and all improvements, alterations, changes and additions to the interior or exterior of the Premises made by or on behalf of Tenant at any time and from time to time (collectively, the "Improvements"), shall be performed at the sole cost and expense of Tenant after Tenant has obtained the prior written approval of Landlord, which approval may be withheld in the sole and absolute discretion of the Landlord. Tenant warrants that all work done by it to and upon the Premises will be performed in a good and workmanlike manner, using new building standard materials, and in strict accordance with all applicable laws, ordinances, regulations and codes. Tenant shall repair all damage caused by any removal of any Improvements prior to the expiration or sooner termination of the Lease. Notwithstanding the foregoing, Landlord may elect by written notice to the Tenant prior to the expiration or sooner termination of this Lease to have any or all Improvements become the property of Landlord upon the expiration or sooner termination of this Lease and Tenant shall surrender to Landlord those Improvements specified in such written notice from the Landlord in accordance with the applicable terms of this Lease.

Improvements installed by Tenant during the term of the Lease shall be done in strict compliance with all of the following:

- (a) All Improvements shall be done by contractors reasonably satisfactory to Landlord and in conformity with a valid building permit and/or all other permits or licenses when and where required, copies of which shall be furnished to Landlord before the work is commenced, and any work not acceptable to any governmental authority or agency having or exercising jurisdiction over such work, or not done in a good workmanlike manner, shall be promptly replaced and corrected at Tenant's expense. Landlord's approval or consent to any such work shall not impose any liability upon Landlord.
- (b) Tenant shall, within 30 days following Landlord's demand therefor, reimburse Landlord for all actual, reasonable and documented out-of-pocket costs incurred by Landlord by reason of any faulty work done by Tenant or Tenant's contractors, or any work which is not done by Tenant or Tenant's contractors in a good workmanlike manner or by reason of inadequate cleanup; and
- (c) Tenant or its contractors shall not make any Improvements to the Premises which
  - (i) could adversely affect any of the building systems or building structures of the Building;
  - (ii) adversely affect the exterior appearance of the Building; (iii) increase any cost to be incurred by Landlord hereunder with respect to the Premises; or (iv) breach or violate any applicable laws, regulations, ordinances or codes.

## **ARTICLE XII. NOTICE OF ACCIDENTS**

12.01 Tenant shall, promptly, give notice to Landlord of (i) any accident in or about the Premises for which Landlord might be liable, (ii) all fires in the Premises, (iii) all damages to or defects in the Premises, including the fixtures, equipment and appurtenances thereof, for the repair of which Landlord might be responsible, and (iv) all damage to or defects in any parts or appurtenances of the Building's sanitary, electrical, heating, ventilating, air conditioning, elevator and other systems located in or passing through the Premises or any part thereof.

**ARTICLE XIII. INSURANCE, NON-LIABILITY, INDEMNIFICATION AND WAIVER OF SUBROGATION**

13.01 Tenant agrees to use and occupy the Premises at Tenant's own risk. Neither Landlord nor any officer, representative, contractor, agent or employee of Landlord (collectively referred to as "**Landlord Parties**") shall be liable to Tenant, its employees, agents, contractors, guests, invitees and licensees for any damage, injury, loss, compensation, or claim (including, but not limited to, claims for the interruption of or loss to Tenant's business) based on, arising out of or resulting from any cause whatsoever, including, but not limited to, repairs to any portion of the Premises, any fire, robbery, theft, mysterious disappearance and/or any other crime or casualty, the actions of any other tenants of the Premises or of any other person or persons, or any leakage in any part or portion of the Premises or from water, rain or snow that may leak into, or flow from any part of the Premises or from drains, pipes or plumbing fixtures in the Premises, unless due to the gross negligence or willful misconduct of Landlord or Landlord's agents, contractors or employees. Any goods, property or personal effects stored or placed in or about the Premises shall be at the sole risk of Tenant, and neither Landlord nor Landlord's insurers shall in any manner be held responsible therefor. Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant. In no event shall Landlord, its servants, employees or agents have any liability to Tenant based on any loss with respect to or interruption in the operation of Tenant's business. Landlord shall have no liability to Tenant by reason of any inconvenience, annoyance, interruption or injury to business arising from Landlord, its agents or any other tenant making any repairs, restoration or alterations or performing maintenance services. Landlord shall, however, make good faith efforts to perform such repairs, restorations, alterations and maintenance in a manner which minimizes the interruption of Tenant's business. However, Landlord shall not, under any circumstances, be required to use overtime labor.

13.02 Tenant agrees that its sole remedies in cases where Landlord's reasonableness in exercising its judgment or withholding or delaying its consent or approval is applicable and in issue shall be those in the nature of an action for an injunction or specific performance, the rights to money damages or other remedies each being hereby specifically waived (including the right to claim money damages by way of setoff, counterclaim or defense). Failure by Tenant to seek relief within thirty (30) days of the date of Landlord's decision or alleged failure to render a decision shall be deemed a waiver of any right to dispute such action.

13.03 Tenant shall defend, reimburse, indemnify and save harmless Landlord and any and all Landlord Parties from and against any and all liability, damages and costs (including reasonable attorneys' fees) and any and all suits, claims, losses, costs, damages or expenses of whatever nature, by or on behalf of any person, which, in either case, arising: (i) from any accident, injury or damage whatsoever to any person, or to the property of any person, occurring in or about the Premises; (ii) from any accident, injury or damage whatsoever to any person, or to the property of any person, occurring on or about any area inside or outside of the Building including the land of which the Building is a part; or (iii) the use or occupancy of the Premises or of any business conducted therein or anything or work whatsoever done or any condition created in or about the Premises, and, in any case, occurring after the Commencement Date (or such earlier date as of which Tenant takes possession of the Premises) until the expiration of the Term of this Lease and thereafter so long as Tenant is in occupancy of any part of the Premises. This indemnity and hold harmless agreement shall include indemnity against all losses, costs, damages, expenses and liabilities incurred in or in connection with any such claim or any proceeding brought thereon, and the defense thereof, including, without limitation, reasonable attorneys' fees and costs at both the trial and appellate levels. The provisions of this Section 13.03 shall survive the expiration or earlier termination of this Lease. Tenant acknowledges that the Landlord will not provide security guards for the Tenant and that Tenant has declined to procure such guards at its own cost.

13.04 Tenant shall, at its own cost and expense, obtain and throughout the Term shall maintain (i) Commercial General Liability insurance (with contractual liability and legal liability coverage riders) for bodily injury or death, personal injury and property damage occurring to, upon or about the Premises, the Building and the real property containing the Building (including but not limited to, any sidewalks, entranceways, accessways, playgrounds and driveways) with a minimum combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (ii) Special Form Property Insurance written



at replacement cost value and with a replacement cost endorsement covering all of Tenant's trade fixtures, equipment, furniture, betterments and improvements and other personal property within the Premises ("**Tenant's Property**"), and including Business Interruption coverage with limits not less than the value of twelve (12) months of Rent; (iii) Worker's Compensation Insurance as required by the State of Connecticut and in amounts as may be required by applicable statute; (iv) Employers Liability Coverage of at least \$1,000,000 per occurrence; (v) Umbrella liability insurance of at least \$5,000,000 per occurrence excess coverage over the general liability policy; and (vi) student accident insurance. Insurance shall be written by companies qualified to do business in the State of Connecticut with an A.M. Best rating of A- VIII or better and otherwise reasonably acceptable to Landlord. All Commercial General Liability and umbrella insurance policies shall name Tenant as a named insured and Landlord (or any successor), as additional insureds on a primary and non-contributory basis. Tenant's property insurance policy shall name Landlord as a loss payee with respect to Landlord's interest the betterments and improvements. All policies of Tenant's insurance shall contain endorsements that the insurer(s) shall give Landlord and its designees at least thirty (30) days' advance written notice of any change, cancellation, termination or lapse of insurance. Tenant shall provide Landlord with a certificate of insurance and a copy of the endorsement adding Landlord and other designees to Tenant's insurance policy prior to the earlier to occur of the Commencement Date or the date Tenant is provided with possession of the Premises for any reason, and upon renewals at least thirty (30) days prior to the expiration of the insurance coverage. Except as specifically provided to the contrary, the limits of Tenant's insurance shall not limit its liability under this Lease. The risk of loss to Tenant's Property is upon Tenant, and Landlord shall have no liability with respect thereto.

Tenant shall cause each insurance policy it obtains to provide that the insurer thereunder waives all right of recovery by way of subrogation as required herein in connection with any injury or damage covered by the policy.

#### **ARTICLE XIV. DESTRUCTION OR DAMAGE**

14.01 If the Building or the Premises shall be damaged or destroyed by flood, fire, tornado, explosion, windstorm, by the elements or other casualty, Landlord shall have the option to either (a) repair the damage and restore and rebuild the Building and/or the Premises, with reasonable dispatch after notice of the damage or destruction; provided, however, that Landlord shall not be required to repair or replace any of Tenant's personal property or any alteration or leasehold improvements made behalf of the Tenant, or (b) terminate the Lease upon thirty (30) days' notice to Tenant. If Landlord elects to repair the Premises, Landlord will use its best efforts to make the repairs as expeditiously as possible.

#### **ARTICLE XV. EMINENT DOMAIN**

15.01 If the whole of the Building or any part of the Premises shall be lawfully taken by condemnation or in any other manner for any public or quasi-public use or purpose, this Lease and the term and estate hereby granted shall forthwith terminate as of the date of vesting of title in such condemning authority (which date is hereinafter also referred to as the date of taking), and the rents shall be prorated and adjusted as of such date.

15.02 If any part of the Building, which materially affects Tenant's use and occupancy of the Premises, shall be taken by condemnation or in any other manner for any public or quasi-public use or purpose, this Lease and the term and estate hereby granted shall forthwith terminate as of the date of vesting of title in such condemning authority (which date is hereinafter also referred to as the date of taking), and the rents shall be prorated and adjusted as of such date.

15.03 In the event of any taking, partial or whole, provided for in this Article, all of the proceeds of any award, judgment or settlement payable by the condemning authority shall be and remain the sole and exclusive property of the Landlord, and Tenant shall not be entitled to any portion of such award, judgment or settlement received by Landlord from such condemning authority. Tenant, however, may pursue its own claim against the condemning authority for any damage to be paid to the Tenant without diminishing or reducing the award, judgment or settlement receivable by Landlord.

**ARTICLE XVI. SURRENDER**

16.01 Upon the expiration or other termination of the term of this Lease, Tenant shall quit and surrender the Premises in good order and condition, ordinary wear and tear and damage by fire or other casualty, the elements and any cause beyond Tenant's control excepted. Tenant acknowledges that possession of the Premises must be surrendered upon the expiration or sooner termination of this Lease, TIME BEING OF THE ESSENCE. Tenant shall reimburse, indemnify and hold Landlord harmless from any loss, cost or expense, including reasonable attorney's fees, resulting from Tenant's failure or refusal to vacate the Premises in a timely fashion. In addition, Tenant agrees to pay for use and occupancy of the Premises after the expiration or sooner termination of this Lease at a rate equal to 200% of the Fixed Minimum Rent, Additional Rent and adjustments to rent payable immediately prior to such termination or expiration. No such payment shall, however, serve to renew or extend the term of this Lease.

**ARTICLE XVII. TENANT'S DEFAULT**

17.01 Each of the following events or circumstances shall be considered a default under this Lease:

(a) Failure to make a payment of any rent, Additional Rent or any other sum payable under this Lease or any part thereof within ten (10) days after the same has become due and payable; or

(b) Failure by the Tenant to perform or comply with any of the covenants, agreements, terms or provisions contained in this Lease, other than those referred to in the preceding subparagraph (a), provided that, except with respect to a breach of the provisions of Section 2.01, Section 4.01 and Section 28.05 of this Lease for which no curing period is provided to Tenant hereunder, the Tenant shall have thirty (30) days after written notice from the Landlord of such breach to cure such breach; or

(c) The filing by Tenant of a petition under the United States Bankruptcy Code or the entry of an order for relief against Tenant as a debtor in any proceeding pending under the United States Bankruptcy Code, or the filing by Tenant or any petition or other pleading seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any further federal bankruptcy act or any other present or future applicable federal, state or other statute of law or the seeking, consenting or acquiescing in the appointment of any trustee, receiver or liquidator of Tenant or of all or any substantial part of their properties or of the Premises; or

(d) If within 60 days after the commencement of any proceeding against Tenant seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any other statute or law, such proceeding shall not have been dismissed, or if, within 60 days after the appointment, without the consent or acquiescence of Tenant, of any trustee, receiver or liquidator of Tenant, or of all of any substantial part of their properties or of the Premises, such appointment shall not have been vacated or stayed on appeal or otherwise, or if, within 60 days after the expiration of any such stay, such appointment shall not have been vacated; or

(e) Failure by Tenant to comply with the covenants and agreements contained in Section 2.01, Section 4.01 and Section 28.05 of this Lease.

17.02 Landlord's Remedies. If a default occurs under this Lease, the Landlord shall have the following rights and remedies, in addition to all other remedies at law or equity, and none of the following, whether or not exercised by Landlord, shall preclude the exercise of any other right or remedy whether herein set forth or existing at law or equity:

(a) Landlord shall have the right to terminate this Lease by giving the Tenant notice in writing of the termination date of this Lease, and upon the giving of such notice, this Lease as well as all the right, title and interest of the Tenant under this Lease shall wholly cease on the termination date set

forth in the notice as if such date were the expiration date of the term of this Lease, without the necessity of re-entry or any other act on the Landlord's part. Upon such termination of this Lease, the Tenant shall quit and surrender the Premises to the Landlord;

(b) Landlord shall have the right to accelerate the whole or any part of the rent for the entire unexpired balance of the term, and any rent if so accelerated shall, in addition to any and all installments of Rent already due and payable and in arrears, be deemed due and payable as if, by the terms and provisions of this Lease, such accelerated Rent was on that date payable in advance (and, for such purposes, all items of Rent due hereunder, which are not then capable of precise determination, shall be estimated by Landlord, in Landlord's reasonable judgment, for the balance of the then current Term);

(c) The Landlord may, without demand or notice, reenter and take possession of the Premises or any part thereof, and repossess the same as of the Landlord's former estate in the manner prescribed by the Connecticut statute relating to summary process and expel the Tenant and those claiming through or under the Tenant, and remove the effects of any and all such persons without prejudice to any remedies for arrears of rent or the Tenant's preceding breach of covenants. Should the Landlord elect to reenter as provided in this paragraph or should the Landlord take possession pursuant to legal proceedings or pursuant to any notice provided for by law, the Landlord may, from time to time, without terminating this Lease, relet the Premises or any part thereof for such terms and at such rental, and upon such other conditions as the Landlord may deem advisable, with the right to make alterations and repairs to the Premises. To the extent permitted by law, Landlord shall, however, be under no duty to relet the Premises or to collect any rent in connection with a reletting. No such re-entry or repossession of the Premises by the Landlord shall be construed as an election on the Landlord's part to terminate this Lease unless a written notice of termination is given to the Tenant by the Landlord. No such re-entry or repossession of the Premises shall relieve the Tenant of its liability and obligation under this Lease, all of which shall survive such re-entry or repossession. Upon the occurrence of such re-entry or repossession, the Landlord shall be entitled to liquidated damages in the amount of the Rent, Additional Rent, taxes, fees, charges, assessments, and other sums, which would be payable hereunder if such re-entry or repossession had not occurred, less the net proceeds, if any, of any relating of the Premises after deducting all the Landlord's expenses in connection with such relating, including, but without limitation, all repossession costs, brokerage commissions, legal expenses, attorneys' fees, expenses of employees, alteration costs, and expenses of preparation for such reletting. The Tenant shall pay such liquidated damages to the Landlord on the days on which the Rent, Additional Rent, or any other sums due hereunder would have been payable hereunder if possession had not been retaken. Notwithstanding any re-entry without termination, Landlord may elect to terminate the Lease at any time thereafter.

17.03 Legal Expenses. In case suit shall be brought for recovery of possession of the Premises, for the recovery of rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the part of Tenant to be kept or performed, and a breach shall be established, Tenant shall pay to Landlord all expenses incurred therefor, including reasonable attorney's fees.

17.04 Waiver of Jury Trial. The parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises and/or any claim of injury or damage.

17.05 Waiver of Rights of Redemption. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of the Premises, by reason of the violation by Tenant of any of the covenants or conditions of this Lease or otherwise.

17.06 Commercial Transaction. Tenant hereby acknowledges that this Lease constitutes a commercial transaction, as such term is used and defined in Connecticut General Statutes Section 52-

278(a) of the Connecticut Public Acts, and Tenant hereby waives any prejudgment remedy hearing as therein provided.

17.07 Additional Waiver. IN ANY ACTION BY LANDLORD RELATING TO THE PAYMENT OF MINIMUM RENT, ADDITIONAL RENT, OR OTHER SUMS PAYABLE BY TENANT UNDER THE LEASE, TENANT HEREBY WAIVES ANY OFFSET, COUNTERCLAIM OR OTHER DEFENSE OTHER THAN PAYMENT. SUCH CLAIMS MAY ONLY BE RAISED IN A SEPARATE COURT ACTION.

#### **ARTICLE XVIII. WAIVERS AND LIMITATIONS OF LIABILITY**

18.01 Landlord reserves the right, without any liability to Tenant, to stop service of any of the heating, ventilating, air conditioning, electric, sanitary, elevator or any of the other services required by Landlord under this Lease, wherever and for so long as may be necessary, by reason of accidents, emergencies, strikes or the making of repairs or changes which Landlord is required by this Lease or by law to make or in good faith deems necessary, by reason of difficulty in securing proper supplies of fuel, steam, water, electricity, labor or supplies, or by reason of any other cause beyond Landlord's control. Landlord will make reasonable efforts to make suitable alternative space available and will use its best effort to make repairs promptly.

18.02 Landlord shall have no liability to Tenant by reason of any inconvenience, annoyance, interruption or injury to business arising from Landlord making any repairs or changes which Landlord is required or permitted by this Lease, or required by law, to make in or to any portion of the Building or the Premises, or in or to the fixtures, equipment or appurtenances of the Building of the Premises. Landlord will use its commercially reasonable efforts to minimize disruption of Tenant's business operations at the Premises.

18.03 Without limiting the generality of any of the foregoing provisions of this Lease, Tenant waives any and all claims of any kind, nature or description against Landlord arising out of the failure of the Landlord from time to time furnish any of the services required to be furnished by Landlord under this Lease, including specifically, but without limitation, air conditioning, heat, electricity, elevator service and toilet facilities unless due to landlord's negligence.

#### **ARTICLE XIX. NO OTHER WAIVERS OR MODIFICATIONS**

19.01 The failure of Landlord to insist in any one more instances upon the strict performance of any one or more of the obligations of this Lease, or to exercise any election herein contained, shall not be construed as a waiver or relinquishment for the future of the performance of such one or more obligations of this Lease or of the right to exercise such election, but the same shall continue and remain in full force and effect with respect to any subsequent breach, act or omission. No agreement hereafter made between Landlord and Tenant shall be effective to change, modify, waive, release, discharge, terminate or effect an abandonment of this Lease, in whole or in part, unless such agreement is in writing, refers expressly to this Lease and is signed by the party against whom enforcement of the change, modification, waiver, release, discharge or termination or effectuation of the abandonment is sought. No agreement to accept a surrender of all or any part of the Premises shall be valid unless in writing and signed by Landlord. The delivery of keys to an employee of Landlord or of his agents shall not operate as a termination of this Lease or a surrender of the Premises, except on or after the expiration of the Term.

#### **ARTICLE XX. SECURITY DEPOSIT**

20.01 The Tenant shall upon the execution of the Lease by the parties hereto deposit with Landlord the sum of seventeen thousand seven hundred sixty eight (\$17,768.00) dollars. Said deposit shall be held by said Landlord without liability for interest as security for the faithful performance by Tenant of all the terms of this Lease by said Tenant to be observed and performed including, without limitation, the provision of Article XXVII below. If any of the rents herein reserved or any other sum payable by Tenant to Landlord shall be overdue and unpaid beyond any notice and cure period set forth herein or should Landlord

make payments on behalf of the Tenant after Tenant has failed to make the same within ten (10) days after notice from Landlord that the same are due and owing, or Tenant shall fail to perform any of the terms of this Lease after the notice and cure periods set forth herein, then Landlord may, at its option and without prejudice to any other remedy which Landlord may have on account thereof, appropriate and apply said entire deposit or so much thereof as may be necessary to compensate Landlord toward the payment of rent, additional rent or other sums payable by Tenant to Landlord under this Lease and/or losses or damage sustained by Landlord due to such breach on the part of Tenant, and Tenant shall forthwith upon demand restore said security to an amount equal to the sum of seventeen thousand seven hundred sixty eight (\$17,768.00) dollars. Subject to the provisions of Article XXVII below, said deposit, or any balance thereof remaining, shall be returned to Tenant at the expiration of the term of this Lease; provided that Tenant was not in default at the end of the term of the Lease. In the event of bankruptcy or other credit-debtor proceedings against Tenant, all securities shall be deemed to be applied first to the payment of rent and other charges due Landlord for all periods prior to the filing of such proceedings. Landlord can maintain the security deposit separate and apart from Landlord's general funds or can commingle the security deposit with Landlord's general and other funds. Landlord shall not be required to pay interest on the security deposit to the Tenant.

Landlord may deliver the funds deposited hereunder by Tenant to any purchaser of Landlord's interest in the Premises in the event that such interest be sold. Thereupon Landlord shall be discharged from any further liability with respect to such deposit.

#### **ARTICLE XXI. BROKER**

21.01 Landlord and Tenant have not dealt with anyone entitled to claim compensation on account of this Lease other than Broder Commercial (the "Broker"), and each will indemnify the other against any loss, liability, or expense that may arise from such claims by, through or under it and such indemnification shall survive the expiration or earlier termination of this Lease. The Broker will be paid by Landlord pursuant to a separate written agreement.

#### **ARTICLE XXII. NOTICES**

22.01 Any notice, statement, demand or other communication required or permitted to be given, rendered or made by either party to the other, pursuant to this Lease or pursuant to any applicable law or requirement of public authority, shall be in writing, (whether or not so stated elsewhere in this Lease) and shall be deemed to have been properly given, rendered or made, if sent by registered mail or certified mail, postage prepaid, return receipt requested, or by nationally recognized overnight courier addressed to the other party at the address hereinafter set forth, and shall be deemed to have been given, rendered or made on the day so received (or refused). Either party may, by notice as aforesaid, designate a different address or addresses for notices, statements, demand or other communications intended for it.

22.02 Address of Tenant to which notices shall be sent:

Director of Operations  
The Children's Museum  
160 Mohegan Drive  
West Hartford, Connecticut 06117

22.03 Address of Landlord to which notices shall be sent:

Executive Director  
Emanuel Synagogue  
160 Mohegan Drive  
West Hartford, Connecticut 06117

### ARTICLE XXIII. ESTOPPEL CERTIFICATE

23.01 Tenant agrees, at any time and from time to time as requested by Landlord, upon not less than ten (10) days prior notice, to execute and deliver to Landlord or any proposed mortgagee or purchaser, a statement in writing 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 have been paid, and stating whether Landlord is in default in performance of any of its obligations under this Lease, and, if so, specifying each such default of which the Tenant may have knowledge, it being intended that any such statement delivered pursuant hereto may be relied upon by others with whom the Landlord may be dealing. The failure of Tenant to execute, acknowledge and deliver the statement as above required shall constitute an acknowledgment by Tenant that this Lease is unmodified and in full force and effect and that the Fixed Rent and Additional Rent due hereunder have been and are fully paid to and including the respective due dates immediately preceding the date of Landlord's request and shall constitute as to any person a waiver of any and all defaults of Landlord which may have existed prior to such request.

### ARTICLE XXIV. REPRESENTATIONS AND AGREEMENTS

24.01 Tenant expressly acknowledges and agrees that Landlord has not made and is not making, in executing and delivering this Lease, and Tenant is not relying upon any warranties, representations, promises or statements, except to the extent that the same are expressly set forth in this Lease. It is understood and agreed that all understandings and agreements set forth in the Lease alone fully and completely express the agreement of the parties and that the same are entered into after full investigation, neither party relying upon any statement or representation not embodied in the Lease Documents, made by the other.

24.02 If any of the provisions of this Lease, or the application thereof to any person or circumstances, shall, to any extent, be invalid or legally unenforceable, the remainder of this Lease, or the application of such provision or provisions to person or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and every provision of this Lease shall be affected thereby, and every provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

24.03 Tenant hereby agrees, warrants, acknowledges and represents that:

(a) The Tenant has inspected the Premises and is satisfied with the Premises in its AS IS CONDITION WITH ALL FAULTS AND DEFECTS; and

(b) All physical modifications or improvement to the Premises will be at Tenant's sole cost and expense, comply with all applicable laws and code;

24.04 This Lease shall be governed in all respect by the laws of the State of Connecticut.

### ARTICLE XXV. CONSTRUCTION OF LEASE

25.01 The various terms which are defined in other Articles of this Lease or are defined in Exhibits annexed hereto, shall have the meanings specified in such other article and such Exhibits for all purposes of this Lease and all agreements supplemental thereto, unless the context shall otherwise require.

25.02 The Article headings in this Lease are inserted only as a matter of convenience in reference and are not to be given any effect whatsoever in construing this Lease.

25.03 The expression "**Term of this Lease**" or "**Term**" of this Lease shall mean the Initial Term of this Lease and the period of the option to extend the term of this Lease, if any.

25.04 All payments due to Landlord from Tenant pursuant to the terms of this Lease, other than Fixed Rent, are hereby deemed to be Additional Rent. In the event of a default in the payment of Additional Rent, Landlord shall have the same remedies as for a default in the payment of Fixed Rent.

#### **ARTICLE XXVI. QUIET ENJOYMENT**

26.01 So long as Tenant pays all of the Fixed Rent and Additional Rent and performs all of Tenant's other obligations hereunder, Tenant shall peaceably and quietly have, hold and enjoy the Premises without hindrance, ejection or molestation by Landlord or any person lawfully claiming through or under Landlord, subject, nevertheless, to the provisions of this Lease, any Superior Leases, any Superior Mortgages and all other matters of record. This covenant shall be construed as a covenant running with the Land, and is not, nor shall it be construed as, a personal covenant of Landlord or its assigns, except to the extent of Landlord's or its assigns' interest in this Lease and only so long as such interest shall continue.

#### **ARTICLE XXVII. ADDITIONAL RENT**

27.01 "Taxes" shall mean all real estate taxes, school taxes, sewer rates and charges, transit taxes and other governmental sector charges assessed, levied or imposed upon the Property. If at any time during the Term the methods or standards of taxation prevailing at the date hereof shall be altered so that in lieu of or as an addition to, or as a substitute for the whole or any part of the Taxes now levied, assessed or imposed, there shall be imposed (a) a tax, assessment levy, imposition or charge based on the rents received (whether or not wholly or partially as a capital levy or otherwise), or (b) a license fee measured by the rent payable by Tenant to Landlord; then all such taxes, assessments, levies, impositions, charges or license fees, or the part thereof so measured or based, shall be deemed to be Taxes; provided that Taxes shall not include income or franchise taxes imposed on Landlord.

27.02 Tenant agrees to pay from and after the commencement of the Initial Term and during any and all applicable Extension Periods to the Landlord as additional rent, in addition to the Fixed Rent payable pursuant to Section 1.03(a) above, any and all real property taxes, assessments, charges and impositions of any kind or nature levied or assessed against the Building, land containing the Building, and other improvements comprising the Building in connection with or as a result of the Lease and/or Tenant's occupancy in the Building or any Tenant improvements or items of personal property located at the Building, including, but not limited to, any new Taxes, impositions or assessments upon or against or in any way related to the rents, receipts and/or revenue of the Premises either by way of substitution for or in addition to any existing, real estate tax, assessment, imposition or charge. Notwithstanding anything herein to the contrary, the term "Taxes" shall not include any federal or state income taxes payable by the Landlord as a result of this Lease. Tenant shall pay Taxes within ten (10) days of Landlord's submission of an applicable bill or invoice to Tenant provided, however, following the establishment and/or projection by Landlord of the Taxes during the Term of this Lease, Tenant shall, in addition to the monthly payments of Fixed Rent payments required above, pay to Landlord monthly payments of Taxes due and payable on the first day of each and every month in advance, with each monthly payment equal to 1/12th of the amount of the established Taxes or projected Taxes as determined by Landlord (including, but not limited to, any projected increases in Taxes) subject, however, to adjustment at any time upon any increase in the Taxes so that Tenant shall fully pay all Taxes during each applicable lease year.

#### **ARTICLE XXVIII. ADDITIONAL PROVISIONS**

28.01 Tenant agrees it shall not place or cause anything whatsoever to be placed upon the classroom walls, hallway, walls, outside of doors, etc. or within the Premises or in proximity thereto without the written permission of the Landlord. Notwithstanding the foregoing, Tenant may have displays or decorations within the Premises that are not related or associated with in any way to or with any religion.

28.02 Tenant agrees to repair or replace at Tenant's expense any and all glass which may become broken through the negligence of Tenant, its employees, guests, invitees or students.

28.03 Tenant shall be responsible for the costs of all keys and fobs that Landlord furnishes to Tenant for access to the Premises and Tenant agrees to pay a charge of fifty (\$50.00) dollars for each and every key or fob that is not returned prior to the expiration or earlier termination of the Lease.

28.04 Tenant shall ensure that no food products are brought by employees, students, agents, contractors, guests, invitees and licensees to any portion of the Building outside of the "School Wing" as such portion of the Building is depicted on Exhibit C other than and excepting the Premises.

28.05 Tenant acknowledges and agrees that Landlord shall not provide any security services at the Premises and that Tenant shall be responsible to obtain and provide any security it may require to operate its school at the Premises.

28.06 Landlord will use reasonable efforts to remove snow from parking area, walkways and doorways and apply sand or similar substance to slippery areas in a timely manner on days when Tenant's business is in session.

28.07 Tenant shall be responsible, at its sole cost, to obtain, operate and install all computer infrastructure and telephone system as required by Tenant subject to obtaining Landlord's prior approval, which approval shall not be unreasonably withheld.

28.08 Tenant shall be responsible for securing the Premises at all times, including but not limited, locking all doors to the Premises.

28.09 Exculpation. In the event of any actual failure, breach or default hereunder by Landlord, Tenant's sole and exclusive remedy shall be against the Landlord's interest in the Premises and in no event shall any action or claim be brought against or satisfied out of any other assets of the Landlord or any other assets of any congregant, officer, trustee or employee of the Landlord or any other assets of the agents, servants, officers or employees of the Landlord for any claim of damages of any kind, nature or description. In addition, any action brought by Tenant for damages arising from a breach or default by Landlord under this Lease shall not include any claim for consequential damages or lost profits. Tenant hereby waives any and all claims and rights to recover consequential damages or lost profits arising from Landlord's default or breach hereunder.

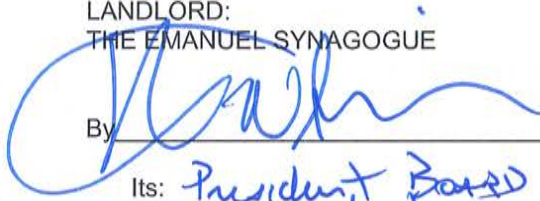
28.10 Signage. Tenant, at its sole cost and expense, may install an exterior sign upon the real property containing the Building provided, however, that the sign location, content, design and size must be: (i) approved by the Landlord (which approval shall be in the sole and absolute discretion of the Landlord); and (ii) in strict compliance with any and all applicable laws, regulations, ordinances of the State of Connecticut and the Town of West Hartford, Connecticut.



**IN WITNESS WHEREOF**, the Parties have hereunto set their hands and seals the day and year first above written.

LANDLORD:  
THE EMANUEL SYNAGOGUE

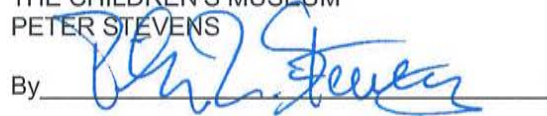
\_\_\_\_\_  
\_\_\_\_\_

By 

Its: *President Board of Trustees*  
*5/10/22*

TENANT:  
THE CHILDREN'S MUSEUM  
PETER STEVENS

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

By 

Its: Board of Trustees Chairperson

**EXHIBIT A**

**HOLIDAYS**

Rosh Hashonah – 2 days

Yom Kippur - 1 day

Sukkot – 1 day

Passover – 1 day

**EXHIBIT B****BUILDING RULES**

**Congregational Security Protocols  
The Emanuel Synagogue, West Hartford  
160 Mohegan Drive, West Hartford, Connecticut 06117**

*Please read and familiarize yourself with the contents of this document, the emergency exits, and the action plan outlined herein to assist in ensuring the continued safety and security of our staff, congregants, and guests.*

**I. Your Role in the Security of The Emanuel.**

The importance of your role in our security cannot be emphasized enough. Please be mindful of the following:

- A. **The Emanuel's external doors must remain locked from the outside at all times.**  
*Please do not prop doors open.*
- B. Pay attention to your surroundings, and if you notice something that does not seem right, please immediately report it to our clergy, staff, a board member, or the police (911), i.e., "see something, say something."
- C. When you enter the building, please take note of people "piggybacking" (people tagging along with you as you gain entrance to the building).
- D. If you do not recognize someone, introduce yourself to get a sense of who the individual is. As you speak with them, pay attention to how they respond (are they acting like they have a purpose in the building?), consider how they are dressed (are they wearing unusual or bulky clothing that is inconsistent with the weather?), and notice what they are carrying (are they carrying a backpack or large satchel?). If something seems odd or suspicious, do not hesitate to report it to our clergy, staff, a board member, or the police (911).
- E. If you have concerns about dramatic changes in the behavior of a family member, friend, or loved one, please share your concerns with our clergy.
- F. If you receive any threatening or questionable emails, call the police (911) and take the following steps to preserve the email: if possible, leave the email open; if not possible, print or take a screen shot of the email, document the time the email was sent, what was in the subject line, and the email address from which it was sent.

**II. Emergencies****A. Should You Hear the Fire Alarm**

In the event that the fire alarm is sounded, evacuate immediately in an orderly manner through the nearest and safest exits identified below. Proceed to the back parking lot or front lawn and stand away from the building.

**B. Should a Suspicious Package Be Found or a Bomb Threat Be Made**

Notify individuals in the building to evacuate immediately in an orderly manner through the nearest and safest exit (identified below), instruct individuals to proceed to the gathering spaces away from the building (identified below), and Call 911.

**C. In the event of a threat realized within the building/sanctuary (such as an active shooter or intruder) – Call 911 and share the location of the shooter/intruder.**

Individuals should try to **RUN**, if not possible **HIDE**, and as a last resort **FIGHT**

## 1. RUN

- Shut interior doors with locks (Sanctuary, Chapel, Auditorium, Koret, Door between the Chapel and the Beth Hillel Community Room, or the sets of Doors Leading to the School and School Lobby) to delay the movement of an active shooter or intruder (before shutting any of these interior doors, instruct any individuals or students in the hallways to come through the doors).
- Escape through the nearest and safest exit identified below (See Section III below).
- Leave personal belongings behind.
- Put your hands in the air to signal that you are unarmed to law enforcement responders.
- Once clear of the building, keep going, get clear of the area and allow others to also escape.
- Take others with you, but do not stay behind because others refuse to leave.
- Gather at Summerwood, Carolyn Topol's house, or King Philip Middle School (see Section IV below).

## 2. HIDE

- May be necessary for people who cannot run or are unable to exit safely.
- Places to hide:

**Sanctuary** – close the doors in the rear and by the Ritual Director's office to lock them, move the kids' activity cart in front of the door leading in from Koret, hide on the ramp, behind the bimah, or in the loft.

**The Women's and Single Accessible Bathrooms adjacent to Silverman Auditorium** - lock the doors.

**The Men's Bathroom across from the Office** – lock the door.

**The Women's and Men's Bathrooms across from the Sanctuary near the Small Board Room** – lock the doors.

**The Library** – close both sets of doors to lock them.

**The Chapel** – close the doors to lock them.

**Offices** – close the doors to lock them.

**Classrooms** – close the doors to lock them.

**The Girls' and Boys' Bathrooms in the Hebrew School Wing near the Youth Lounge, Beth Hillel Community Room, and Library** – lock the doors.

**Inner Hallway in the Hebrew School Office** – close the outer hallway doors, the door to the reception area, and the door to the copy room

- Before closing and locking doors, take a quick peek into the hallway and instruct any individuals or students in the hallways to come into the rooms.
- Barricade the locked doors with heavy furniture, if possible.
- Close and lock windows and close blinds or cover windows (release lockdown shades).

- Turn off lights.
- Silence all electronic devices.
- Remain silent.
- Look for other avenues of escape.
- Identify ad-hoc weapons.
- When safe to do so, use strategies to silently communicate with first responders, if possible (e.g., in rooms with exterior windows, make signs to silently signal law enforcement and emergency responders to indicate the status of the room's occupants).
- Hide in an area out of the shooter's view - along the wall closest to the exit might be the best option for ambushing the shooter and for possible escape if the shooter enters or passes by the room.
- Remain in place until given an all clear by identifiable law enforcement.

### 3. FIGHT

- As a last resort and only when your life is in imminent danger.
- Act with physical aggression and throw items at the active shooter.

#### **D. In the event of a threat realized outside the building (such as an active shooter or intruder) - Call 911 and share the location of the shooter/intruder.**

Run and gather at Summerwood, Carolyn Topol's house, or King Philip Middle School (see Section IV below).

Or, if that is not possible, get inside the building and hide as instructed above.

#### **E. In the event of a medical emergency, first, call 911, and, then, ask if there is a medical provider available in the building. There is a defibrillator and Ambu Breathing Bag in the closet area outside the Ritual Director's office off the front hallway.**

### III. Please Be Aware of Your Nearest Exits:

#### **From the Sanctuary**

The sanctuary has exits in the front and rear.

Front Exit: as you face the bimah, exit through the emergency doors to the left of the bimah.

Rear Exit: if the bimah is behind you, exit through the doors at the rear of the sanctuary on your left.

#### **From Silverman Auditorium**

Exit through the doors located in the glass wall on the north side of the Auditorium. Alternatively, leave Silverman Auditorium through the doors in the movable partition between Silverman and Koret, and proceed through the emergency exit on the north side. Another alternative is to exit the auditorium through the doors opposite the glass wall, cross the back lobby, and proceed through the door leading to the back parking lot.

**From Koret Hall**

Exit through the emergency exit on the north side of Koret. Alternatively, leave Koret Hall through the doors in the movable partition between Koret Hall and Silverman Auditorium and proceed through the emergency exits in the glass wall on the north side of Silverman. Another alternative is to exit Koret through the doors opposite the glass wall and proceed through the front (Mohegan Drive entrance) or back (off the back parking lot) doors of the synagogue.

**From the Chapel**

Exit through the main entrance to the chapel which is located in the rear to the lobby. Turn left in the lobby to exit through the front (Mohegan Drive) synagogue entrance. Alternatively, proceed down the ramp in the front right of the chapel and proceed through the emergency exit door leading to the outside.

**From the Beth Hillel Community Room**

Exit through the emergency exit door in the short hallway leading to the chapel to the outside. Alternatively, exit through the door leading to the school wing, turn right, and proceed through the Youth Lounge to the emergency door leading to the outside front of the building.

**From the Library**

Exit through the door leading to the school wing and proceed through the Youth Lounge to the emergency door leading to the outside front of the building. Alternatively, turn right, proceed through the Beth Hillel Community Room, and exit through the emergency exit door in the short hallway between the Beth Hillel Community Room and the Chapel.

**From the Youth Lounge**

Exit through the emergency door leading to the outside front of the building.

**From the Lobby**

Depending on where you are standing, the front (Mohegan Drive) door or rear door off the parking lot may be the closest exits. Alternatively, proceed down the ramp in the front right of the chapel and exit through the emergency exit door leading to the outside front.

**From the Small Board Room or Banks Garden**

Exit into the Lobby and proceed to the front (Mohegan Drive) door to exit the building. Alternatively, proceed down the ramp in the front right of the chapel and exit through the emergency exit door leading to the outside front.

**From the Main Office**

Exit into the Lobby and leave through the front (Mohegan Drive) door or rear door off the parking lot. There is also an emergency exit in the glass wall on the north side of the Auditorium.

**From the Hebrew School Office or Hebrew School classrooms 306 and 307 (Hebrew School Wing)**

Exit through the Hebrew School entrance or through the emergency door in the Youth Lounge leading to the outside front of the building.

**From the upstairs Hebrew School classrooms**

Exit through the Hebrew School entrance or through the stairs between classrooms 206 and 208. Alternatively, walk down the hallway stairs and proceed from the School wing into the Synagogue building and leave through the front (Mohegan Drive) door or rear door off the parking lot. There is also an emergency exit on the north side of Koret.

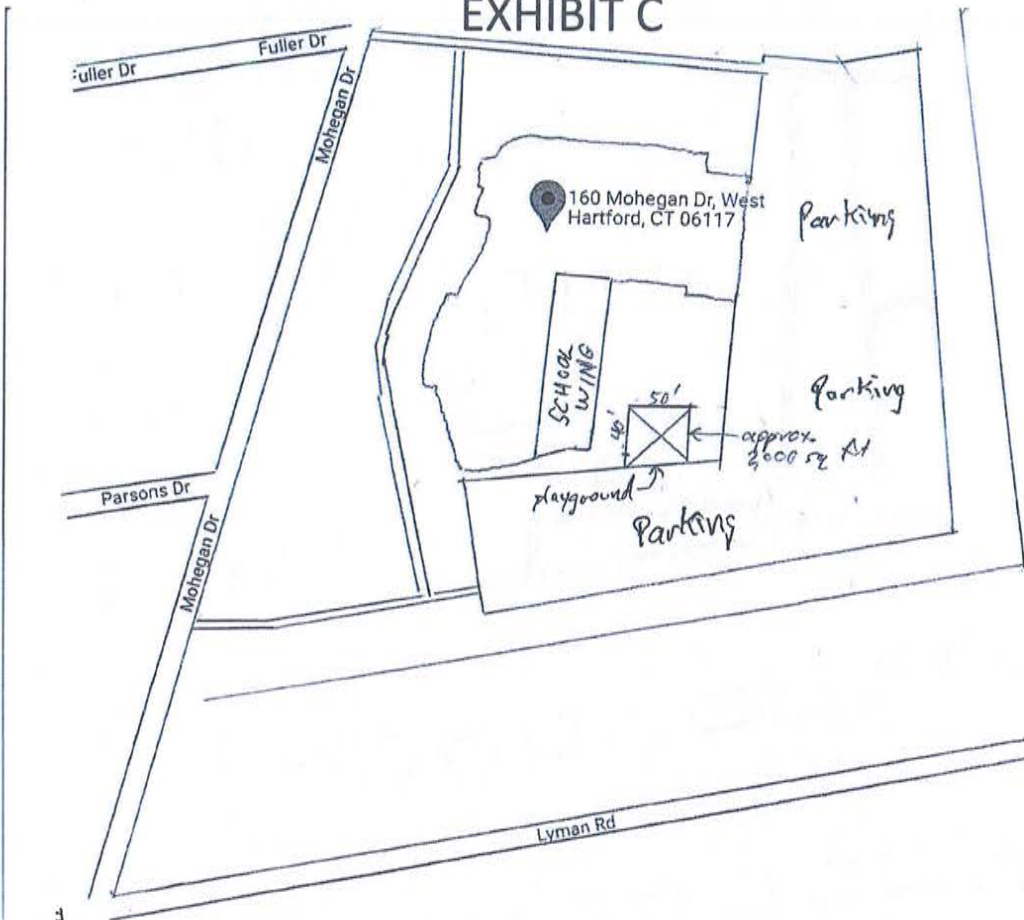
**From the ECE room and downstairs Hebrew School classrooms**

Exit through the Hebrew School entrance. Alternatively, proceed via the stairs from the School wing into the Synagogue building and leave through the front (Mohegan Drive) door or rear door off the parking lot. There is also an emergency exit on the north side of Koret.

**IV. Where to Go Once You Have Exited the Building:**

Proceed to Mohegan Drive, cross the street, head north towards Simsbury Road, cross over Simsbury Road, and gather at Summerwood. If necessary, proceed left on Mohegan Drive, turn left at Lyman Road, and gather at Carolyn Topol's home, 36 Lyman Road. King Philip Middle School is another alternative gathering place. Proceed left on Mohegan Drive and enter the King Philip Middle School property through the path by the stop sign opposite Seminole Circle.

### EXHIBIT C



Emanuel Synagogue  
160 Mohegan Drive  
West Hartford, CT

**Proposed Location of Playground Area**