

LEASE

This Lease (“Lease”) is made and entered into as of the ___ day of June, 2022, by and between **AREA COOPERATIVE EDUCATIONAL SERVICES**, a quasi-state entity created pursuant to Connecticut General Statutes Sect. 10-66a et seq., with an address of 350 State Street, North Haven, Connecticut 06473 (hereinafter called the “Landlord”), and **HAMDEN BOARD OF EDUCATION**, a _____ with an address of 2750 Dixwell Avenue, Hamden, Connecticut 06518 (hereinafter called the “Tenant”).

NOW THEREFORE: That the Landlord hereby demises and leases unto the Tenant, and the Tenant hereby leases and takes from the Landlord, the Demised Premises described below on the following terms and conditions.

ARTICLE 1 Demised Premises

1.01 In consideration of the rents, covenants and agreements hereinafter reserved, mentioned and contained, to be paid, kept and performed, Landlord does hereby lease, rent, let and demise unto Tenant, and Tenant does hereby lease, rent, let, demise and take, from Landlord, upon and subject to the conditions hereinafter expressed, an agreed upon amount of space not to exceed 25,000 rentable square feet (the “Demised Premises”) in the building (the “Building”) on the land (the “Land”) located at, and commonly known as, 670 Wintergreen Avenue, Hamden, Connecticut and being more particularly described on **Exhibit A** attached hereto and made a part hereof.

1.02 The Tenant shall as appurtenant to the Demised Premises have the nonexclusive right to use and permit its guests, invitees, licensees and employees to use in common with others the common facilities appurtenant to the Building. The term “common facilities” as used herein shall be construed to include those facilities located on the Land which are for the nonexclusive use of Tenant in common with other authorized users, and shall include, but not be limited to, sidewalks, parking areas, planted areas, and open means of ingress and egress.

ARTICLE 2 Term

The Demised Premises are leased for a term of one (1) year (the “Term”) which shall commence on July 1, 2022 (the “Commencement Date”) and ending on June 30, 2023.

ARTICLE 3 Base Rent

3.01 Beginning on the Commencement Date, Tenant shall pay to Landlord monthly base rent (the “Base Rent”) for the Demised Premises in the amount of \$19.00 per rentable square foot, which shall be paid without set-off or deduction in advance on the first day of each and every calendar month during the Term of this Lease, to Landlord or to Landlord’s agent, at such place as Landlord may designate to Tenant. Any sum of money which this Lease requires Tenant to pay

in addition to the Base Rent, specifically including, without limitation, any other monies due Landlord from Tenant under this Lease shall be hereinafter referred to as "Additional Rent".

3.02 Monthly installments of Base Rent shall be due and payable on the first day of each calendar month during the Term of this Lease.

3.03 If any amount of Base Rent or Additional Rent due hereunder is not paid within ten (10) days after it is due, Tenant shall pay Landlord a late charge equal to five (5%) percent of such amount of Base Rent or Additional Rent, which late charge once incurred shall be immediately due and payable and shall also be collectable as Additional Rent hereunder.

ARTICLE 4 Utilities and Real Estate Taxes

4.01 Landlord shall contract for and pay all costs and charges for (i) heating (natural gas and oil), water and electricity supplied to the Building, and (ii) refuse removal from the Building. Tenant shall contract for, and shall directly pay, as Additional Rent, all costs and charges for (i) telephone, cable, internet and other communication services which it may desire, (ii) interior cleaning and maintenance to the Demised Premises, and (iii) snow and ice removal from the parking lot(s) located on the Land and sidewalks adjacent to the Building. Landlord shall pay all real estate taxes and assessments, special or otherwise, upon or with respect to the Building and Land assessed, levied, or imposed by any governmental authority having jurisdiction.

4.02 The Landlord shall not be responsible for any interruption of or delay in any of the services referenced in this Article for any reason whatsoever unless the reason for the interruption or delay was caused by the gross negligence or willful misconduct of the Landlord, its agents, servants and/or employees. Any such interruption or discontinuance of service of any of the aforementioned shall not be deemed an eviction or disturbance of Tenant's use and possession of the Demised Premises, or any part thereof, nor render Landlord liable to Tenant for damages by abatement of the Base Rent or Additional Rent or otherwise, nor relieve Tenant from performance of Tenant's obligations under this Lease. Landlord further reserves the right to stop the service of utilities when, in Landlord's sole discretion, such stoppage is necessitated by reason of accident, repairs, inspections, alterations or improvements, until any of the same have been completed; such stoppage shall not be a breach of this Lease, and Tenant shall not be entitled to any abatement of its Rent obligations under this Lease on account thereof.

ARTICLE 5 [Intentionally Omitted]

ARTICLE 6 Peaceful Possession

6.01 The Landlord covenants that the Tenant, on paying said Base Rent and Additional Rent and all other sums due pursuant to this Lease and performing the covenants and conditions in this Lease contained, shall and may peaceably and quietly have, hold and enjoy the Demised Premises for the term of this Lease, subject to the terms and conditions of any mortgages in accordance with

Article 16. Subject to the terms of this Lease (and any reasonable security requirements of Landlord), Tenant shall have access to the Building 24 hours per day, seven (7) days per week, 365 days per year.

ARTICLE 7
Use of Premises

7.01 The Demised Premises shall be used solely and only by Tenant for a public school. Tenant shall utilize the Premises for no other purpose. The Tenant will use and conduct its business in the Demised Premises in accordance with all applicable rules, regulations and ordinances and consistent with industry standards.

7.02 Tenant shall not use, occupy, or permit the Demised Premises or any part thereof to be used in any manner, or anything to be done therein or suffer or permit anything to be brought into or kept therein, which would in any way tend to or: (a) cause substantial or objectionable noise, (b) violate any laws or requirements of a governmental authority, (c) make void or voidable any insurance policy then in force with respect to the Demised Premises, (d) make unobtainable from reputable insurance companies authorized to do business in the State of Connecticut at standard rates any fire insurance with extended coverage, or liability, elevator, boiler or other insurance, (e) cause, or be likely to cause, physical damage to the Building or any part thereof, (f) constitute a public or private nuisance, (g) impair the appearance, character or reputation of the Building, or (h) discharge objectionable fumes, vapors or odors.

7.03 Tenant shall, at Tenant's sole cost and expense, comply with the Americans with Disabilities Act, 42 U.S.C. §12101 et seq. to the extent said Act affects the Demised Premises.

7.04 Tenant shall not permit the Demised Premises or any part thereof to be used in any manner that will impair the structural strength thereof or permit the installation of any machinery or apparatus the weight or vibration of which may tend to injure or impair the foundations or structural strength thereof. Tenant shall not permit the installation of any computer or electrical machinery or equipment which is beyond the electrical capabilities of the Building, as determined by the mutual agreement of the parties.

7.05 Tenant shall, at Tenant's sole cost and expense, comply with any and all requirements of any statute, rule, ordinance, order, regulation or notice of any governmental authority relating to food preparation standards, environmental laws, and the recycling of waste, including without limitation, Connecticut Public Act 87-544 and the regulations promulgated pursuant thereto.

7.06 Tenant, at Tenant's expense, shall be required to obtain all governmental licenses and permits, including, without limitation, zoning approvals and building certificates of occupancy (except in the case of improvements to the Demised Premises which may be undertaken by Landlord), that shall be required for the proper and lawful conduct of Tenant's business in the Demised Premises or any part thereof, and shall duly and timely procure and thereafter maintain such approvals, licenses, permits and certificates and submit the same for inspection by Landlord. Tenant shall at all times comply with the terms and conditions of each such approvals, licenses,

permits and certificates, but in no event shall failure to procure and maintain same by Tenant affect Tenant's obligations hereunder.

ARTICLE 8
Repairs, Alterations, Improvements, etc.

8.01 Tenant agrees to keep the Demised Premises and all parts thereof in a clean and sanitary condition and free from trash, inflammable material and other objectionable matter. The Tenant shall also cause all parking facilities on the Land, including lighting thereof, to be maintained in good repair and clean condition at all times during the Term of this Lease. Accumulations of snow will be cleared from said parking areas and will be deposited or stockpiled in such locations as are reasonably feasible so as to permit adequate use of the parking areas. The Tenant shall quit and surrender the Demised Premises at the end of the Term in as good condition as the reasonable use thereof will permit. The Tenant shall not make any alterations, additions, or improvements to the Demised Premises without the prior express written consent of the Landlord which consent shall not be unreasonably withheld, provided such work does not violate any mortgage now or hereafter affecting the Demised Premises. All permitted alterations, improvements and additions shall be performed at Tenant's sole cost and expense and shall be performed (i) diligently, (ii) in a first class workmanlike manner, (iii) in compliance with all applicable permits and authorizations, building and zoning laws, and all other applicable laws, codes, ordinances, requirements, orders and regulations of any federal, state and municipal authorities (iv) in conformity with the plans and specifications provided to and approved by Landlord, and (v) by contractors and subcontractors approved by Landlord. In no event shall Tenant perform any work or cause any work to be performed without having first obtained, at its sole cost and expense, all necessary permits, authorizations and approvals. Tenant shall defend, indemnify and hold Landlord harmless from any claims or liability arising by reason of doing any permitted alterations, improvements or additions.

8.02 Except as provided in Section 8.03 below, during the Term, Tenant, at its expense, as further Additional Rent hereunder, shall promptly make all necessary non-structural repairs and replacements to the Demised Premises, including any maintenance, repairs, and replacements to the HVAC system serving the same, except where due to the gross negligence or willful misconduct of Landlord or its employees or agents.

8.03 Landlord shall promptly perform, at its sole cost and expense, all interior and exterior repairs and replacements to all structural elements of the Demised Premises including, but not limited to, the walls, roof, foundation and/or floor, except where due to the negligence or misconduct of Tenant or its employees, invitees or agents, in which event Tenant shall be responsible for the same. For the avoidance of doubt, the Tenant shall be responsible for maintaining and repairing all parking areas.

8.04 All erections, alterations, additions and improvements, whether temporary or permanent in character, which may be made upon the Demised Premises either by the Landlord or the Tenant, except Tenant's personal property, furniture and equipment or moveable trade fixtures installed at the expense of the Tenant, shall be the property of the Landlord and shall remain upon and be

surrendered with the Demised Premises as a part thereof at the termination of this Lease, without compensation to the Tenant.

8.05 If Tenant performs any alterations, Tenant shall, prior to the commencement of construction or demolition, at its expense, obtain all building permits, approvals and certificates required by any governmental authority or quasi-governmental bodies and upon completion, a certificate of occupancy, if required, and shall deliver promptly duplicates of all such permits, approvals and certificates to Landlord. Tenant will cause Tenant's contractors and subcontractors to carry workers' compensation, general liability, automotive liability, and property damage insurance, naming Landlord and Landlord's property manager, as Landlord may require. Tenant agrees to obtain and deliver to Landlord certificates of insurance evidencing the required coverage, written and unconditional waivers of mechanic's liens upon the real property on which the Demised Premises are located, for all work, labor and services to be performed and all materials to be furnished in connection with such work, signed by all contractors, subcontractors, materialmen and laborers to become involved in such work. Tenant may, at its sole cost and expense, and subject to all applicable laws, rules, regulations and ordinances and all other terms and conditions of this Lease, install a security gate at the entrance to the Property.

ARTICLE 9

Liens

9.01 With regard to any alterations or repairs to the Demised Premises made by the Tenant or services rendered for Tenant in the Demised Premises, the Tenant shall defend, indemnify and hold the Landlord harmless from any claims for material, labor, services or workmen's compensation claims in connection therewith, and the Tenant shall have no authority on behalf of the Landlord to give anyone the right to place a lien on the Land or any part thereof, and should any such lien be placed, the Tenant shall have the same removed immediately, but not later than thirty (30) days after notice thereof, and upon failure to do so, the Landlord may take whatever steps are necessary to have the same removed, and all the costs and related expenses thereof shall be paid upon demand by the Tenant to the Landlord as Additional Rent. However, if Tenant in good faith believes that the lien should be contested, then prior to the expiration of such thirty (30) day period Tenant shall furnish such security, by bond or otherwise, as may be necessary, or be prescribed by law, to release the same as a lien and to prevent any foreclosure of such lien during the pendency of such contest.

ARTICLE 10

Liability of Landlord

10.01 Except for its (and its agents, invitees and employees) gross negligence or willful misconduct, the Landlord shall not be responsible for the loss of or damage to property or injury to persons occurring in or about the Demised Premises, by reason of any existing or future condition, defect, matter or thing in or about the Demised Premises or the property of which the Demised Premises are a part, or for the acts, omissions or negligence of other persons or entities in and about the Demised Premises, and, except as otherwise specifically provided herein, Tenant accepts the Demised Premises in their present "as is" condition. Neither Landlord nor any of

Landlord's agents has made any representation or promise with respect to the Demised Premises or the Building, except for the representations herein expressly set forth.

10.02 The Tenant shall defend, indemnify and hold the Landlord harmless from all claims and liability for losses of or damage to property, or injuries to persons occurring in or about the Demised Premises, except from any claims, losses, or damages arising out of Landlord's, its employee's, agent's or invitee's gross negligence or willful misconduct.

10.03 Anything in this Lease to the contrary notwithstanding, Tenant shall look solely to the estate and property of the Landlord in the Demised Premises for the satisfaction of Tenant's respective remedies for the collection of a judgment (or other judicial process) requiring the payment of money in the event of any default or breach with respect to any of the terms, covenants and conditions of the Lease to be observed and/or performed by Landlord, and no other property or assets of such Landlord, or any officer, manager or member thereof, shall be subject to levy, execution, deficiency judgment, or other enforcement procedure for the satisfaction of the remedies of Tenant, or other enforcement procedure for the satisfaction of the remedies of Landlord.

ARTICLE 11

Right to Inspect

11.01 The Landlord, its lender, and their respective employees and agents shall have the right to enter the Demised Premises at reasonable hours in the day or night, provided reasonable advance notice is given to the Tenant (except that no such notice shall be required in the event of an emergency), to examine the same, or to make such repairs, additions or alterations as Landlord shall deem reasonably necessary for the safety, preservation or restoration of the Building and improvements, or for the safety or convenience of the occupants or users thereof, or to exhibit the same to prospective purchasers and put upon the Demised Premises a suitable sign. For six (6) months prior to the expiration of this Lease, or any renewal term hereof, the Landlord or its employees or agents may similarly exhibit the Demised Premises to prospective tenants and may place the usual "To Let" signs thereon.

ARTICLE 12

Fire or Other Causes

12.01 In the event of the (1) total destruction of the Demised Premises or the Building by fire, explosion, the elements or otherwise during the Term, or previous thereto, or (2) such partial destruction thereof as to render the Demised Premises (a) wholly untenable and unfit for Tenant's use and occupancy, or (b) not repairable within the earliest to occur of three (3) months from the happening of such injury or the expiration of the Term, then and in such case the Term, at the option of the Landlord, cease and become null and void from the date of such damage or destruction and the Tenant shall immediately surrender said Demised Premises and all the Tenant's interest therein to the Landlord, and shall pay Base Rent and all other sums due pursuant to this Lease only to the time of such surrender, in which event the Landlord may re-enter and re-possess the Demised Premises thus discharged from the Lease and may remove all parties therefrom.

12.02 Should the Demised Premises be partially destroyed and rendered partially untenable and unfit for Tenant's use and occupancy, but yet be repairable the earliest to occur of three (3) months from the happening of such injury or the expiration of the Term, the Landlord shall and may enter and repair the same, shall commence repairs as soon as practical and proceed diligently to complete said repairs, and the Base Rent and all other sums due pursuant to this Lease shall not accrue after said injury or while repairs are being made, but shall recommence immediately after said repairs shall be completed. Should the Demised Premises not be rendered untenable and unfit for Tenant's use and occupancy by the mutual agreement of Landlord and Tenant, then the Landlord agrees to repair the same with reasonable promptness and in that case the Base Rent and all other sums due pursuant to this Lease accrued and accruing shall not cease or be reduced. The Landlord's obligation to repair shall be limited to restoration of the Building as it existed upon delivery to the Tenant under this Lease. Tenant shall be responsible for all other repairs of fit up.

12.03 The Tenant shall immediately notify the Landlord in case of fire or other damage in the Demised Premises.

ARTICLE 13 Condition of Premises

13.01 Tenant acknowledges that Landlord has not made any representation or warranty with respect to the condition of the Demised Premises or the Building or with respect to the suitability or fitness of either for the conduct of Tenant's Use or for any other purpose except as specifically set forth herein. Tenant agrees to accept the Demised Premises "As Is" and without any agreements, representations, understandings or obligations on the part of Landlord to perform any other alterations, repairs or improvements in connection with the preparation of the Premises for Tenant's occupancy (or to provide any allowance for same, except as otherwise set forth in this Lease).

ARTICLE 14 Observation of Laws

14.01 The Tenant shall observe and comply in all material respects with all laws, ordinances, rules and regulations of the Federal, State, County and Municipal authorities applicable to the Land, the Building, the Demised Premises and the business to be conducted by the Tenant in the Demised Premises. Landlord makes no representations relative to Tenant's use of the Demised Premises, including without limitation any zoning approvals that may be necessary in connection therewith.

14.02 Without limiting the provisions of Section 14.01, Tenant shall comply with all environmental laws, orders, ordinances and regulations including without limitation those pertaining to hazardous materials, hazardous substances and/or environmental hazards with respect to its use and occupancy of the Demised Premises (collectively, "Environmental Laws"). If, at any time during or after the Term of this Lease, the Demised Premises is found to contain hazardous substances and/or environmental hazards due to Tenant's failure to comply with any Environmental Law, Tenant agrees to defend, indemnify and hold harmless Landlord and its successors and assigns from any and all claims, demands, actions, liabilities, causes, damages,

losses and obligations of any nature (including, without limitation, attorneys' fees and costs of investigation and audit) arising from or as a result thereof, including without limitation any cost, expense or liability incurred by Landlord under Connecticut's Transfer Act (the foregoing indemnity shall survive the expiration or earlier termination of this Lease).

14.03 The Tenant agrees not to do or permit anything to be done in the Demised Premises, or keep anything therein, which will increase the rate of fire insurance premiums on the improvements or any part thereof, or on property kept therein, or conflict with the regulations of the Fire Department or with any insurance policy upon the Building, the Land and/or any other improvements on said Land. In the event of any increase in insurance premiums resulting from the Tenant's occupancy of the Demised Premises, or from any act or omission on the part of the Tenant, the Tenant agrees to pay said increase in insurance premiums on the improvements or contents thereof as Additional Rent.

ARTICLE 15

Signs

15.01 Tenant shall have the right, at its sole cost and expense, to erect signage for Tenant on the interior or exterior of the Building and parking areas and entrance/exits for all streets and drives subject to the approval of any applicable governmental or quasi-governmental agencies. Tenant shall be responsible for obtaining any and all necessary approvals from any agency, department, commission, board, bureau or instrumentality having jurisdiction over the Demised Premises, prior to the construction and installation of the signs. Upon expiration or earlier termination of this Lease, it shall be Tenant's obligation, at its sole expense, to remove such signs and to restore the exterior faces of the Building to the extent reasonably practicable, normal wear and tear excepted.

ARTICLE 16

Subordination

16.01 This Lease is and shall be subject and subordinate to any and all mortgages now or hereafter affecting the fee or ground leasehold title of the Building or the Land or any part thereof, and to any and all present and future extensions, modifications, renewals, replacements and amendments thereof. The provisions of this Section shall be self-operative, without necessity of any other written consent, approval or subordination by Tenant. In confirmation of such subordination, Tenant will execute and deliver to Landlord, within ten (10) business days of demand therefor, any reasonable subordination agreement, certificate, or other instrument which Landlord, from time to time, may request for confirmation of the provisions of this Section. Tenant, in furtherance confirmation of the foregoing, hereby irrevocably nominates, constitutes and appoints Landlord Tenant's proper and legal attorney-in-fact for any purpose required to effectuate and carry out the intent of this Section, as coupled with interest, hereby ratifying all that Landlord may do as such attorney-in-fact of Tenant.

16.02 Neither the foreclosure of a superior mortgage, nor the institution of any suit, action, summary or other proceedings by or against Landlord or any successor landlord under such ground lease or by the holder of any such mortgage, shall, by operation of law, result in the cancellation or termination of the obligations of Tenant hereunder, and Tenant agrees to attorn to and recognize

Landlord and any successor landlord under such ground lease or the holder of any such mortgage, or the purchaser of the Demised Premises in foreclosure or any subsequent owner of the fee, as the case may be, as Tenant's landlord hereunder in the event that any of them shall succeed to Landlord's interest in the Demised Premises.

ARTICLE 17

Default

17.01 If (i) Tenant defaults in the payment, when due, of any installment of Base Rent or Additional Rent and Tenant fails to remedy such payment default within five (5) days after notice by Landlord to Tenant; (ii) Tenant defaults in fulfilling any other term, obligation or covenant of this Lease and Tenant fails to remedy such default within fifteen (15) days after notice by Landlord to Tenant specifying the nature of such default, (iii) Tenant vacates or abandons the Demised Premises, (iv) Tenant or any guarantor files a petition for bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state, or is dissolved, or makes an assignment for the benefit of creditors, (v) involuntary proceedings under any bankruptcy laws or insolvency act or for the dissolution of Tenant are instituted against Tenant or any guarantor, or a receiver or trustee is appointed for all or substantially all of Tenant's property, and such proceeding is not dismissed or such receivership or trusteeship is not vacated within forty-five (45) days after such institution or appointment, or (vi) Tenant defaults in fulfilling any term, obligation or covenant of this Lease more than once during the Term (each of (i) through (vi) shall constitute an "Event of Default"), then Landlord may, by written notice to Tenant, cancel this Lease, and this Lease and the Term hereunder shall end and expire as fully and completely as if the date of cancellation were the day herein definitely fixed for the end and expiration of this Lease and the Term hereof. Tenant shall then quit and surrender the Demised Premises to Landlord, but Tenant shall remain liable as hereinafter provided.

17.02 If (i) an Event of Default occurs, or (ii) any execution shall be issued against Tenant or any of Tenant's property, whereupon the Demised Premises shall be taken or occupied or attempted to be taken or occupied by someone other than Tenant, then and in any of such events, Landlord may, without notice, re-enter the Demised Premises, and dispossess Tenant, and the legal representative of Tenant or other occupant of the Demised Premises, by summary proceedings or otherwise, and remove their effects and hold the Demised Premises as if this Lease had not been made. Tenant hereby waives the service of notice of intention to re-enter or to institute legal proceedings to that end, but Tenant shall remain liable for damages as hereinafter provided.

17.03 Upon the occurrence of an Event of Default, the Landlord at any time thereafter may give written notice to the Tenant specifying such Event of Default and stating that this Lease shall terminate on the date specified in such notice, which shall be at least ten (10) days after the giving of such notice, and upon the date specified in such notice this Lease and all rights (but not obligations) of the Tenant hereunder shall terminate. Further, upon the expiration of the period specified in Landlord's notice, if Tenant shall not have otherwise cured the Event of Default, Landlord may declare the following to be due and payable: (i) the Base Rent and Additional Rent, which was due up to the occurrence of said Event of Default, (ii) an amount equal to the present value of the Base Rent and Additional Rent which would have become due through the Term of

this Lease which would have remained had this Lease not been so terminated (less the present value of the fair market value rental of the Demised Premises for said period (both determined by applying a discount rate of the Wall Street Journal Prime Rate)), and (iii) all other amounts due at the time of termination including any legal expenses in connection with enforcing this Lease. Following termination of this Lease, Landlord shall use reasonable efforts to re-let the Demised Premises or any part or parts thereof. In the event of such termination Tenant shall indemnify Landlord against all loss of rent and other direct and/or consequential damages or costs reasonably incurred by Landlord including without limitation reasonable attorney's fees which Landlord may incur by reason of such termination.

17.04 In case of any such default, re-entry, expiration and/or dispossession by summary proceedings or otherwise: (a) the Base Rent and Additional Rent (collectively, "Rent") shall become due thereupon and be paid up to the time of such re-entry, dispossession and/or expiration, together with such reasonable expenses as Landlord may incur for counsel fees, brokerage and/or putting the Demised Premises in good order, or for preparing the same for re-rental; (b) Landlord may re-let the Demised Premises or any part or parts thereof, either in the name of Landlord or otherwise, for a term or terms, which may at Landlord's option be less than or exceed the period which would otherwise have constituted the balance of the Term, and may grant concessions of free rent; and/or (c) Tenant or the legal representatives of Tenant shall also pay Landlord any deficiency between (i) the Rent hereby reserved and/or covenanted to be paid, and (ii) the net amount, if any, of the rents collected on account of the lease or leases of the Demised Premises for each month of the period which would otherwise have constituted the balance of the Term. There shall be added to such deficiency the sum of (a) such reasonable expenses as Landlord may incur in connection with re-letting the Demised Premises, including without limitation, counsel fees, brokerage commissions, tenant improvement allowances and expenses incurred in maintaining the Demised Premises in good order and in connection with renovating and preparing the same for re-letting, and (b) the full amount of any tenant improvement allowances provided by Landlord to Tenant, and the full value of any tenant improvements made by Landlord for the benefit of Tenant, each calculated without regard to principles of depreciation or amortization. Any such rent deficiency shall be paid in monthly installments by Tenant on the rent day specified in this Lease, and any suit brought to collect the amount of the deficiency for any month shall not prejudice in any way the rights of Landlord to collect the deficiency for any subsequent month or months by a similar proceeding. In addition, Landlord shall have the option of commencing suit against Tenant at any time for an amount equal to the Rent reserved for the balance of the Term less the fair rental value of the Demised Premises for the same period. Any Rent not paid by Tenant within twenty (20) days after the due date thereof, shall thereafter be payable with interest at the rate of six percent (6%) per annum in excess of the prime or base rate of Bank of America (or its successor) in effect from time to time (the "Default Rate"), from the due date to the date of payment in addition to any late charge accrued pursuant to Section 4 hereof. Landlord, at its option, may make such alterations, repairs, replacements and/or decorations in the Premises as Landlord considers advisable for the purpose of re-letting the Demised Premises; and the making of such alterations and/or decorations shall not operate or be construed to release Tenant from liability hereunder as aforesaid. The failure of Landlord to re-let the Demised Premises or any part thereof shall not release or affect Tenant's liability for continued rent or damages hereunder nor shall Landlord in any event be liable in any way whatsoever for failure to re-let the Demised Premises. In the event of a breach by Tenant of any of the covenants or provisions hereof, Landlord shall have the right

of injunction and the right to invoke any remedy allowed at law or in equity, as if re-entry, summary proceedings and other remedies were not herein provided for.

17.05 Mention in this Lease of any particular remedy shall not preclude Landlord from any other remedy in this Lease, at law or in equity. The foregoing Sections of this Article shall apply even if the default by Tenant has occurred prior to the Commencement Date and/or prior to Tenant taking possession of the Demised Premises. The parties acknowledge that this instrument is a Lease and not a contract to make a Lease.

ARTICLE 18

Notices

18.01 Any notice, demand, consent, approval, direction, agreement or other communication required or permitted hereunder or under any other documents in connection herewith shall be in writing and shall be directed as follows:

To Tenant: Hamden Board of Education
2750 Dixwell Avenue
Hamden, CT 06518
Attention:

With a copy to: Fasano, Ippolito, Lee & Florentine, LLC
388 Orange Street
New Haven, Ct 06511
Attention: Timothy J. Lee, Esq.

To Landlord: Area Cooperative Educational Services
350 State Street
North Haven, CT 06473-3108
Attention: Timothy Howes

With a copy to: Halloran Sage LLP
265 Church Street
New Haven, CT 06510
Attn: Robert B. Cox, Esq.

or to such changed address as a party hereto shall designate to the other parties hereto from time to time in writing. Notices shall be (i) personally delivered (including delivery by Federal Express, United Parcel Service or other comparable nation-wide overnight courier service) to the offices set forth above, in which case they shall be deemed delivered on the date of delivery (or first business day thereafter if delivered other than on a business day or after 5:00 p.m. Eastern Time to said offices); or (ii) sent by certified mail, return receipt requested, in which case they shall be deemed delivered on the date shown on the receipt unless delivery is refused or delayed by the addressee in which event they shall be deemed delivered on the third day after the date of deposit in the U.S. Mail.

ARTICLE 19
Holdover

19.01 If Tenant retains possession of the Demised Premises or any part thereof after the expiration or earlier termination of this Lease without the written consent of Landlord, Tenant's occupancy shall be under all of the terms and conditions of this Lease, except that (i) the tenancy shall be at will, terminable by either party on ten (10) days' written notice; (ii) the Base Rent per month shall be two hundred percent (200%) of the Base Rent specified herein for the month preceding the termination; and (iii) Tenant shall indemnify, defend and hold Landlord harmless for all damages sustained and liabilities incurred by Landlord as a result of Tenant's continued occupancy beyond ten (10) days after Landlord's notice to Tenant under this subsection. Anything in this Lease to the contrary notwithstanding, if Tenant shall retain possession of part or all of the Demised Premises after the expiration or earlier termination of this Lease, extension or renewal rights, first offer and first refusal rights, and expansion rights, if any, herein shall terminate.

ARTICLE 20
Eminent Domain

20.01 If the property or any material portion of part thereof wherein the Demised Premises are located shall be taken by public or quasi-public authority under any power of eminent domain or condemnation, this Lease at the option of the Landlord shall forthwith terminate and the Tenant shall have no claim or interest in or to any award of damages for such taking.

20.02 Notwithstanding the foregoing, Tenant shall have the right separately to pursue against the condemning authority an award in respect of the loss, if any, to Leasehold improvements and moving expenses paid for by Tenant without any credit or allowance from Landlord and in respect to the loss of Tenant's Leasehold interest.

ARTICLE 21
[Intentionally Omitted]

ARTICLE 22
Delivery of Lease

22.01 No rights shall be conferred upon the Tenant until this Lease has been signed by the Landlord, and an executed copy of this Lease has been delivered to the Tenant.

ARTICLE 23
Parties Bound

23.01 All of the terms, covenants and conditions of this Lease shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and, except as otherwise provided herein, assigns of the parties hereto.

23.02 The word “Landlord” as used in this Lease means only the owner for the time being of Landlord’s interest in this Lease. In the event of any sale or assignment of Landlord’s interest in this Lease, Tenant shall look solely to the assignee or transferee with respect to matters in connection with this Lease arising after the date of such assignment or transfer and the assignor in each case shall no longer be liable for the performance or observance of any agreements or conditions on the part of the Landlord to be performed or observed after such assignment or transfer.

ARTICLE 24

Insurance

24.01 Tenant shall, at its expense, secure and maintain during the Term for the mutual benefit of Landlord and Tenant, with copies of policies to be deposited with Landlord, public liability (including use and molestation coverage) and property damage insurance in a form acceptable to Landlord and providing coverage of not less than Two Million Dollars (\$2,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate. Landlord reserves the right to require Tenant to increase such coverage if it becomes customary for tenants of similar buildings located in the Town of Hamden to maintain increased coverage limits. Such policies shall cover injury or death to persons or damage to property of any person or persons in or about the Demised Premises and shall be issued by companies acceptable to Landlord. Each policy shall name Landlord, Landlord’s mortgagee, any superior lessor and the managing agent of the Building as an additional insured and shall contain a provision that the policy shall not be changed or canceled without thirty (30) days’ prior written notice to Landlord.

24.02 Tenant shall, at its expense, at all times during the Term, keep any improvements installed by Tenant (“Tenant Improvements”) and Tenant’s Property insured on an “all risk” basis in an amount equal to not less than one hundred (100%) percent of the full replacement cost of such Tenant Improvements. In addition to insurance against loss by fire, windstorm and other perils, Tenant agrees to provide all other types of insurance as may be reasonably required by Landlord but consistent with the insurance approved at commencement of this Lease. All policies shall be carried by companies licensed to do business in Connecticut and otherwise reasonably satisfactory to Landlord. Copies of all policies of insurance or certificates therefor shall be delivered to Landlord and shall contain a provision that the policy shall not be changed or canceled without thirty (30) days’ prior written notice to Landlord.

24.03 Upon written request by Landlord, Tenant shall procure and maintain, at its expense, for the mutual benefit of Landlord and Tenant, such other and additional insurance in such amounts as may from time to time reasonably be required by Landlord.

24.05 Each of Tenant’s policies must: (i) be primary; and (ii) require Tenant’s insurance provider to give Landlord and any mortgagee at least 30 days prior written notice of any cancellation, nonrenewable, or material modification.

24.06 All policies of insurance provided for in this Section shall name Landlord and Tenant as insured, as their respective interests may appear, and shall include the interests of the holder of any mortgage to which this Lease is subject, as its respective interests may appear.

24.07 Upon execution of this Lease, Tenant shall deliver to Landlord duplicate certificates of the insurance required hereunder and shall deliver new certificates at least thirty (30) days prior to the expiration of the existing coverage and within ten (10) days of demand delivered to tenant by Landlord.

24.08 In the event Tenant fails to procure, maintain or pay for any policy of insurance required herein at the times and for the duration specified, or fails to timely deliver a certificate of insurance as required above, Landlord shall have the right, but not the obligation, upon ten (10) business days' written notice to Tenant, to procure any required policy of insurance and/or pay the premiums therefor, in which event Tenant shall repay Landlord immediately upon demand all sums so paid together with any costs or expenses incurred, and interest at the Default Rate, without prejudice to any other rights or remedies of Landlord under this Lease.

24.09 Landlord and Tenant hereby waive all rights to recover against each other for any loss or damage covered by any casualty insurance required under this Lease, or otherwise actually carried by each of them. Landlord and Tenant shall diligently attempt to cause their respective insurers to issue appropriate waiver of subrogation endorsements to all policies and insurance carried in connection with the Demised Premises, the Building or the contents of either of them. If there shall be any additional premium charged for the issuance of a waiver of subrogation, the insured party shall pay same, so long as the additional premium is commercially reasonable. Anything in this Lease to the contrary notwithstanding, Landlord and Tenant shall look first to the proceeds of their respective insurance policies before proceeding against each other in connection with any claim relating to any matter covered by this Lease.

24.10 If at any time during the Term of this Lease the Landlord's rate of casualty insurance shall increase as a result of the Tenant's use of the Demised Premises, then the Tenant shall be responsible for reimbursing the amount of such increase to the Landlord within twenty (20) days written notice from Landlord to Tenant.

ARTICLE 25
Governing Law; Headings; Entire Agreement

25.01 This Lease shall be governed by the laws of the State of Connecticut. The headings of the various clauses are for convenience only, and are not to be considered in construing this Lease. This Lease sets forth the entire agreement between the parties. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Lease shall be binding upon Landlord and Tenant unless reduced to writing and signed by Landlord and Tenant. Submission of this Lease for examination does not constitute an option for the Premises and becomes effective as a Lease only upon execution and delivery thereof by Landlord to Tenant.

ARTICLE 26
Invalidity

26.01 If any provision of this Lease shall prove to be invalid, such invalidity shall only affect the part of such provision which shall be invalid, and no other portion or provision of this Lease shall be invalidated, impaired or affected thereby.

ARTICLE 27
Non-Waiver By Landlord

27.01 The failure of Landlord to insist in any one or more instances upon the strict performance of any one or more of the agreements, terms, covenants, conditions or obligations of this Lease, or to exercise any right, remedy or 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, whether of a similar nature or otherwise.

ARTICLE 28
Occupation Acknowledgment

28.01 Tenant's occupation of the Demised Premises will constitute acknowledgment that the same is in good and satisfactory order, repair and condition and that Tenant accepts the Demised Premises for occupancy in an "as is" condition.

ARTICLE 29
Rules & Regulations

29.01 Landlord shall have the right to make such reasonable rules and regulations from time to time, which in Landlord's reasonable judgment may from time to time be necessary or advisable for the appearance, safety, care and preservation of the Landlord's Building, parking lot and roadways and for the keeping of good order therein provided that same do not have a material adverse effect on Tenant's use (in whole or in part), quiet enjoyment of the Demised Premises or Building or interfere with Tenant's daily business operations in, visibility of and customer access to, the Demised Premises or Building. Such rules and regulations shall be deemed to be covenants of this Lease, and shall include, but not be limited to, provisions regulating signage for Tenant, window covering or other treatment and the use of common areas and the like. Landlord agrees to make no rule which materially inhibits Tenant's use of the Demised Premises as contemplated herein or reasonable access thereto or which conflicts with any Lease provision. The current rules of regulations are attached hereto as **Exhibit B**.

29.02 Tenant will comply and cause its employees, agents and invitees to comply with all rules and regulations adopted by Landlord in connection with the use of the parking area and common facilities, and with all supplements thereto and amendments thereof which Landlord may hereafter adopt. All such rules and regulations shall pertain to the safety, care, use and cleanliness of the parking area and common facilities and the preservation of good order therein and thereon. No rules or regulations now in effect or hereafter adopted shall unreasonably interfere with Tenant's use and enjoyment of the Demised Premises. All rules and regulations and supplements thereto

and amendments thereof which Landlord may adopt shall be in writing, and a copy thereof shall be delivered to Tenant.

29.03 If Tenant shall fail within seven (7) days after receipt of written notice-of any violation by Tenant or its employees, agents or invitees of any such rules or regulations to cure such violation such failure shall constitute a default under this Lease.

ARTICLE 30 **Performance of Obligations**

30.01 With respect to any services to be furnished to Tenant or other obligations of Landlord, the Landlord shall in no event be liable for (and Tenant shall not be excused hereunder from the prompt and full payment of Rent by reason of) failure or delay caused by war, strikes, labor difficulties, lockouts, breakdown, accident, order or regulation of federal or state governmental authority, failure of supply or inability by exercise of reasonable diligence, to obtain supplies, parts or employees necessary to perform such services or obligations, or for any cause beyond Landlord's reasonable control, or for any cause due to any act or neglect on the part of the Tenant or its agents, employees, invitees or any person for whom Tenant is legally responsible; and in no event shall the Landlord ever be liable to the Tenant for any consequential damages or any inconvenience to the Tenant or interruption of its business.

30.02 The Landlord shall in no event be in default in the performance of any of its obligations hereunder unless and until the Landlord shall have failed to perform such obligations within thirty (30) days after written notice by Tenant to Landlord properly specifying wherein the Landlord has failed to perform any such obligation.

30.03 Without limiting any other release provision of this Lease, Landlord shall not be liable for any damage to, or be required (under any provision of this Lease or otherwise) to repair, restore or replace, any property in the Demised Premises or be liable to Tenant for damage arising from rain or snow or from the bursting, overflowing or leakage of water, steam or gas pipes or defect in the plumbing, HVAC, mechanical or electrical systems of the Building or from any act or neglect of any other tenant or occupant in the Building, unless the same is the result of Landlord's, its employee's, agent's or invitee's gross negligence or willful misconduct.

ARTICLE 31

THIS ARTICLE INTENTIONALLY OMITTED

ARTICLE 32 **Assignment, Subletting, Etc.**

32.01 Notwithstanding any other provisions of this Lease, Tenant covenants and agrees that it will not voluntarily or involuntarily assign, mortgage or encumber this Lease or sublet the whole or any part of the Demised Premises without, in each instance, having first received the express written consent of Landlord. Landlord's consent to any assignment or subletting shall not be construed as consent to any further assignment or subletting. In any case, where the Landlord shall

consent to such assignment or subletting, the Tenant named herein shall remain fully liable for the obligations of the tenant hereunder, including without limitation, the obligation to pay Rent and the other amounts provided under this Lease. The transfer (or transfers in the aggregate) of more than a thirty percent (30%) interest in Tenant to one not an owner of Tenant on the date hereof, shall be deemed an assignment of this Lease for the purposes of this Section. Landlord agrees not to unreasonably withhold or delay its consent, which shall be in writing, to an assignment or subletting, provided that Landlord shall not in any event to be obligated to consent to such assignment or subletting unless (i) Tenant has submitted to Landlord the information required with respect to the proposed assignee or subtenant under Section 32.02 below, (ii) the net worth, credit and financial responsibility of the proposed assignee subtenant are satisfactory to Landlord in its reasonable discretion, (iii) the proposed assignee or subtenant is a reputable party, and (iv) the nature and character of the proposed assignee or subtenant, its business or activities and intended use of the Demised Premises, in Landlord's judgment, are in keeping with the standards of the Building.

32.02 If Tenant desires to assign this Lease or to sublease all or substantially all of the Demised Premises in the aggregate, Tenant shall first give written notice to Landlord of the proposed transaction which notice shall include (i) the name and address of the proposed transferee and the nature and character of its business, (ii) the proposed effective date of the transaction, which shall be no less than forty-five (45) days nor more than one hundred eighty (180) days after the date of delivery of Tenant's notice, (iii) all of the terms of the proposed transaction and the consideration therefor, (iv) a copy of all existing and/or proposed documentation pertaining to the proposed transfer, (v) current financial statements of the proposed transferee certified by an officer, partner, member or owner thereof, (vi) such other information as Landlord may reasonably require. Landlord shall have the right, by notice to Tenant within thirty (30) days after receipt of Tenant's notice, to terminate this Lease. In the case of a permitted assignment or sublease, Landlord (i) shall be entitled to, in consideration for Landlord's consent to the assignment or sublease, one hundred percent (100%) of any profit on any such assignment or sublease and (ii) may collect all payments from the assignee or subtenant. For purposes of this provision, "profit" shall be the difference between (i) all payments made by a subtenant or assignee to Tenant or Landlord as rent or otherwise under or in connection with the sublet or assignment and (ii) the Base Rent and Additional Rent payable with respect to the space affected by the sublet or assignment. Whether or not Landlord shall grant its consent, Tenant shall pay Landlord's review and processing fees, as well as any reasonable attorneys' fees incurred by Landlord in connection with a requested assignment or sublease, within ten (10) days after written demand by Landlord.

ARTICLE 33

Surrender of Demised Premises

33.01 At the expiration or earlier termination of this Lease, Tenant will peacefully yield up to Landlord the Demised Premises, broom clean, in as good order and repair as when delivered to Tenant, damage by fire, casualty and ordinary wear and tear excepted, and with Tenant's property removed. Any of Tenant's property left by Tenant in the Demised Premises shall be deemed abandoned by Tenant and may be disposed of by Landlord at Tenant's expense.

ARTICLE 34

Fees and Expenses

34.01 If Tenant shall default in the observance or performance of any term or covenant of this Lease, Landlord may, after thirty (30) days' notice to Tenant to cure the default and failure of Tenant to cure the same within such period, or at any time thereafter without notice in event of emergency, perform the same for the account of Tenant. If Landlord makes any expenditures or incurs any obligations in connection with a default by Tenant, including, but not limited to, reasonable attorneys' fees, in instituting, prosecuting or defending any action or proceeding against Tenant (provided Landlord is successful in such action or proceeding against Tenant), such sums paid or obligations incurred, with interest (as provided below) and costs, shall be deemed to be Additional Rent hereunder and shall be paid by Tenant to Landlord within ten (10) days of rendition of any bill or statement to Tenant hereunder.

ARTICLE 35 Broker

35.01 Tenant represents that it has not had or dealt with any realtor, broker or agent in connection with the negotiation of this Lease, and Tenant shall pay and indemnify, defend and hold Landlord harmless from any cost, expense or liability (including costs of suit and attorneys' fees) for any compensation, commission or charges claimed by any realtor, broker or agent with respect to this Lease and the negotiation thereof, other than a claim based upon any written agreement between such person and Landlord.

ARTICLE 36 Recordation

36.01 Neither party shall record this Lease or any part therein without the prior consent of the other party. At Tenant's request, Landlord shall execute a statutory Notice of Lease in recordable form provided such instrument shall include an appointment of Landlord as Tenant's attorney in fact, coupled with an interest, to execute and record on Tenant's behalf an agreement terminating and releasing the Notice of Lease in the event the Lease is terminated and Tenant fails to promptly provide such termination and release.

ARTICLE 37 Waiver of Jury Trial

37.01 To the extent permitted by law, each of Landlord and Tenant hereby waives trial by jury in any action or proceeding or counterclaim brought by either of them against the other.

ARTICLE 38 Counterparts

38.01 This Lease may be executed in any number of counterparts and each counterpart will, for all purposes, be deemed to be an original, and all counterparts will together constitute one instrument.

[The remainder of this page intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands and seals as of the day and year first above written.

LANDLORD:

AREA COOPERATIVE EDUCATIONAL
SERVICES

By: _____
Thomas Danehy, Ed.D.
Executive Director

STATE OF CONNECTICUT)
) ss. New Haven
COUNTY OF NEW HAVEN)

On June 28, 2022, before me, the undersigned officer, personally appeared Thomas Danehy, Ed.D., who acknowledged himself to be the Executive Director of Area Cooperative Educational Services, a quasi-state entity created pursuant to Connecticut General Statutes Sect. 10-66a et seq., and that he as such Executive Director being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as such Executive Director.

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

TENANT:

HAMDEN BOARD OF EDUCATION

By: _____

Name: Jody Goeler

Title: Its Superintendent

STATE OF CONNECTICUT)
) ss: HAMDEN
COUNTY OF NEW HAVEN)

On June 27, 2022, before me, the undersigned officer, personally appeared Jody Goeler, who acknowledged themselves himself to be the Superintendent of the Hamden Board of Education, a quasi-municipal entity and that he as such Superintendent being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as such Superintendent.

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

EXHIBIT A

[Legal Description of 670 Wintergreen]

situated in the Town of Hamden, County of New Haven and State of Connecticut and bounded:

- WESTERLY by Wintergreen Avenue, 559.05 feet more or less;
- NORTHERLY by other land of Walter Max Mikolinski, 250 feet more or less by a straight line drawn parallel to the Southerly line of the barn standing on remaining land of said Walter Max Mikolinski and perpendicularly distant Southerly 15 feet therefrom;
- WESTERLY again by other land of Walter Max Mikolinski, by a line drawn parallel to and perpendicularly distant Easterly 250 feet from the Easterly line of Wintergreen Avenue;
- NORTHERLY again by land now or formerly of Benjamin Mikolinski, 478 feet more or less;
- EASTERLY again in part by land now or formerly of Louis Mikolinski and in part by land now or formerly of Raymond Mikolinski and Theodore Mikolinski, in all, 1003 feet more or less;
- SOUTHERLY by land now or formerly of Raymond W. Mikolinski and Theodore S. Mikolinski, 584 feet more or less;
- WESTERLY again by land now or formerly of Robert I. Mikolinski, 101 feet more or less; and
- SOUTHERLY again by land now or formerly of Robert J. Mikolinski, 200 feet more or less.

Together with possible right of way and easement as set forth in the instrument recorded in Volume 512, Page 590 of the Hamden Land Records.

EXHIBIT B

RULES AND REGULATIONS

1. The sidewalks, entrances, driveways, passages, courts, elevators, vestibules, stairways, corridors or halls shall not be obstructed or encumbered by Tenant or used for any purpose other than for ingress to and egress from the Demised Premises and for delivery of such merchandise and equipment in a prompt and efficient manner using elevators and passageways designated for such delivery by Landlord. There shall not be used in any space, either by Tenant or any jobbers or others in the delivery or receipt of merchandise, any hand trucks, except those equipped with rubber tires and sideguards.
2. The water and wash closets and plumbing fixtures shall not be used for any purpose other than those for which they were designed or constructed and no sweepings, rubbish, rags, acids or other substances shall be deposited therein, and the expense of any breakage, stoppage, or damage resulting from the violation of this rule shall be borne by Tenant.
3. No carpet, rug or other article shall be hung or shaken out of any window of the Building; and Tenant shall not sweep or throw or permit to be swept or thrown from the Demised Premises any dirt or other substances into any of the corridors or halls, elevators, or out of the doors or windows or stairways of the Building, and Tenant shall not use, keep or permit to be used or kept any foul or noxious gas or substance in the Demised Premises, or permit or suffer the Demised Premises to be occupied or used in a manner offensive or objectionable to Landlord by reason of noise, odors and/or vibrations, nor shall any animals or birds be kept in or about the Building. Smoking or carrying lighted cigars or cigarettes in the elevators of the Building is prohibited.
4. No awnings or other projections shall be attached to the outside walls of the Building without the prior written consent of Landlord.
5. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by Tenant on any part of the outside of the Demised Premises or the Building or on the inside of the Demised Premises if the same is visible from the outside of the Building without the prior written consent of Landlord, except that the name of Tenant may appear on the entrance door of the Demised Premises. In the event of the violation of the foregoing, Landlord may remove same without any liability, and may charge the expense incurred by such removal to Tenant.
6. Tenant shall not mark, paint, drill into, or in any way deface any part of the Demised Premises or the Building. No boring, cutting or stringing of wires shall be permitted, except with the prior written consent of Landlord, and as Landlord may direct.
7. Canvassing, soliciting and peddling in the Building is prohibited and Tenant shall cooperate to prevent the same.

8. Landlord shall have the right to prohibit any advertising by any Tenant which, in Landlord's opinion, tends to impair the reputation of the Building or its desirability as a commercial Building, and upon written notice from Landlord, Tenant shall refrain from or discontinue such advertising.
9. Tenant shall not bring or permit to be brought or kept in or on the Demised Premises or Building, any inflammable, combustible or explosive fluid, material, chemical or substance, or cause or permit any unusual or other objectionable odors to permeate in or emanate from the Demised Premises.
10. Landlord shall not be responsible for any lost or stolen property, equipment, money or jewelry from the Demised Premises or public rooms regardless of whether such loss occurs when the items is locked against entry or not.
11. No birds, animals, bicycles or vehicles shall be brought into or kept in the Building.