

**THE CITY OF WATERBURY, CONNECTICUT**

**LEASE TO**

**WATERBURY TALMUDIC INSTITUTE**

**DATED: November 15, 2001**

## TABLE OF CONTENTS

ARTICLE I	TERM, RENEWAL OPTION	1
ARTICLE II	USE OF DEMISED PREMISES	2
ARTICLE III	RENT	2
ARTICLE IV	TAXES, ASSESSMENTS AND UTILITIES	2
ARTICLE V	INSURANCE	3
ARTICLE VI	CONDITION OF PREMISES	3
ARTICLE VII	CARE OF PREMISES	3
ARTICLE VIII	ALTERATIONS (WITH RELATED INSURANCE PROVISIONS)	5
ARTICLE IX	INDEMNITY TO LANDLORD	6
ARTICLE X	ASSIGNMENT, ETC., OF LEASE	7
ARTICLE XI	LOSS OR DESTRUCTION BY FIRE OR OTHER CASUALTY	8
ARTICLE XII	CONDEMNATION	9
ARTICLE XIII	TERMINATION OF LEASE FOR NONPAYMENT	9
ARTICLE XIV	TERMINATION OF LEASE UPON CERTAIN DEFAULTS	10
ARTICLE XV	RE-ENTRY	10
ARTICLE XVI	RELETTING AND DAMAGES	11
ARTICLE XVII	WAIVER OF RIGHT OF REDEMPTION	12
ARTICLE XVIII	RECOVERY OF "ADDITIONAL RENT"	12
ARTICLE XIX	MECHANIC'S LIENS	12
ARTICLE XX	REMEDIAL RIGHTS	13

ARTICLE XXI	NON-WAIVER PROVISIONS	13
ARTICLE XXII	TITLE TO IMPROVEMENTS	14
ARTICLE XXIII	NON-LIABILITY OF LANDLORD	14
ARTICLE XXIV	SUBORDINATION	14
ARTICLE XXV	SURRENDER AT END OF TERM	15
ARTICLE XXVI	COVENANTS AND CONDITIONS	15
ARTICLE XXVII	QUIET ENJOYMENT	15
ARTICLE XXVIII	NOTICES	16
ARTICLE XXIX	INTERPRETATION OF TERM "LANDLORD"	16
ARTICLE XXX	LANDLORD'S COOPERATION	17
ARTICLE XXXI	COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS	17
ARTICLE XXXII	HAZARDOUS WASTE	18
ARTICLE XXXIII	BROKER	18
ARTICLE XXXIV	LEASE DEPOSIT	18
ARTICLE XXXV	COMPLETENESS OF INSTRUMENT	19
ARTICLE XXXVI	CONDITIONS SUBSEQUENT	19
ARTICLE XXXVII	PERFORMANCE STANDARDS	20
ARTICLE XXXVIII	ACCESS TO PORTIONS OF DEMISED PREMISES	21
ARTICLE XXXIX	BENEDICT-MILLER MANSION	21
ARTICLE XXXX	BINDING SUCCESSORS IN INTEREST	21
ARTICLE XXXXI	TENANT'S GUARANTOR	22

EXHIBIT A	PROPERTY DESCRIPTION AND MAP
EXHIBIT B	NEIGHBORHOOD BOUNDARIES
EXHIBIT C	HILLSIDE HISTORIC DISTRICT BOUNDARIES
EXHIBIT D	GUARANTY OF LEASE

THIS INDENTURE, made this \_\_\_\_\_ day of November, 2001, by and between **THE CITY OF WATERBURY, CONNECTICUT**, with its principal business office at 236 Grand Street, Waterbury, Connecticut (hereinafter called "Landlord"), and **WATERBURY TALMUDIC INSTITUTE**, with a principal place of business at 359 Cooke Street, Waterbury, Connecticut (hereinafter called "Tenant").

WITNESSETH:

That the Landlord hereby leases and demises to the Tenant, and the Tenant hereby hires and takes from the Landlord, upon the terms and conditions hereinafter set forth, property known as the University of Connecticut Waterbury Branch Campus located on Hillside Avenue in Waterbury, Connecticut, including the structures known as Kirschbaum Hall (Library), the Science and Engineering Building, the Benedict-Miller Mansion, The Classroom Building, the Smith House, the lot and improvements known as the Administrative Building and the Hart House property. Said property is shown, and more particularly bounded and described, on Exhibit A attached hereto and hereby made a part hereof and is hereinafter referred to as the "Demised Premises".

Landlord and Tenant hereby agree upon the following terms, covenants, conditions, restrictions and limitations affecting the said Demised Premises, to wit:

**ARTICLE I**  
**TERM, RENEWAL OPTION**

Section 1. The term hereof shall be fifty (50) years commencing on the first day of the month following the month in which the University of Connecticut fully vacates the Demised Premises which shall under all circumstances be no later than January 1, 2004.

Section 2. The Tenant shall have the option to extend this Lease for one additional term of twenty-five (25) years upon the same terms and conditions as herein provided. Said option shall be exercised by written notice from Tenant to Landlord at least one (1) year prior to the expiration date of the original leasehold term. Landlord shall endeavor to provide written notification to the Tenant of the pending expiration of the original Lease term between thirty (30) months and eighteen (18) months prior to the expiration of the original Lease term (the "Expiration Notice"). In the event that Landlord fails to provide the Expiration Notice on a timely basis, the original Lease term shall be deemed to continue for a period that terminates six (6) months after the receipt by the Tenant of the Expiration Notice and Tenant's option to extend the Lease must be exercised as provided in this paragraph within six (6) months after receipt of the Expiration Notice.

**ARTICLE II**  
**USE OF DEMISED PREMISES**

Section 1. Tenant's use and occupancy of the Demised Premises shall be limited to religious and educational activities and all activities reasonably related thereto; provided, however, that the Demised Premises shall not be used as a technical school or trade school providing instruction on campus in the use of machinery, automotive equipment, carpentry tools and related equipment. Landlord affirms that the Demised Premises are properly zoned for the educational activities permitted hereunder.

**ARTICLE III**  
**RENT**

Section 1. The Tenant shall pay annual rental to the Landlord as follows:

With respect to the first year of the Lease, the sum of Sixty Thousand Dollars (\$60,000.00), payable in advance in twelve (12) equal installments of Five Thousand Dollars (\$5,000.00) on the first day of each month. Each year thereafter the annual rental shall increase by three percent (3%) from the previous year's annual rent.

Tenant shall pay annual rent and any "additional rent" hereinafter provided for at the times and in the manner hereinafter provided for. Said rent, unless and until further written notice, shall be made payable to The City of Waterbury and shall be mailed to 236 Grand Street, Waterbury, Connecticut 06702, Attention: \_\_\_\_\_. All other charges or obligations of the Tenant hereunder other than the payment of annual rent shall be considered "additional rent".

**ARTICLE IV**  
**TAXES, ASSESSMENTS AND UTILITIES**

Section 1. The Tenant shall bear, pay and discharge punctually as and when the same shall become due and payable throughout the term of this Lease all such taxes, duties, assessments, and governmental impositions as shall or may during the term of this Lease (a) be laid, levied, assessed or imposed upon, (b) become due or payable, or (c) become liens upon or chargeable against, the Demised Premises or any part thereof as a result thereof, or against the occupant of the Demised Premises or both, save and except that as to the fiscal tax years of which part of the first year and part of the last year of the term hereby granted are parts, the Tenant shall bear and pay only that proportionate part of the taxes (if any) for each of said fiscal tax years which the period of the term hereunder occurred during each of the said fiscal tax years bears to an entire year.

Section 2. The Tenant shall be solely responsible for the cost of all utilities serving the Demised Premises, both inside and outside, including, without limitation, heat, air conditioning, light, power, fuel, sanitary sewer, water, and the heating of hot water. The Tenant shall also be solely responsible for snow removal and sidewalk maintenance.

Section 3. The Tenant shall have the right to contest, or review, by legal proceedings, or in such other manner as it may deem suitable (which, if instituted, shall be conducted promptly, in its own name or the name of the Landlord, or both, but at the Tenant's own expense and free of all expense to the Landlord), any tax, duty, assessment, governmental imposition, water rates, rent, or charges, above referred to, upon condition that within the time limited by this Lease for the payment of such tax, assessment, water rents, or other charges, the same are paid.

#### **ARTICLE V** **INSURANCE**

Section 1. The Tenant will keep the Demised Premises insured against loss or damage from the perils insured against under a commercial policy issued in the State of Connecticut for fire, other casualty and extended coverage insurance, including loss of rents coverage for a minimum of twelve months, earthquake, and flood insurance, if applicable, for the full replacement value of the Demised Premises. All such insurance shall be issued by insurers of recognized responsibility authorized to do business in the State of Connecticut, and shall name the Landlord as an additional insured or loss payee, as applicable (protecting Landlord even with respect to acts of Tenant) and shall contain a provision whereby the insurer agrees not to cancel such insurance or otherwise allow the coverage of such insurance to terminate or to be terminated or materially modified without thirty (30) days prior written notice to Landlord. On or before the commencement date of this Lease, Tenant shall furnish Landlord with a Certificate of Insurance evidencing the aforesaid insurance coverage and renewals shall be furnished to Landlord at least thirty (30) days prior to the expiration of date of such policy. In the event of the failure of the Tenant to provide such property insurance or any renewal thereof, or to pay the premium thereon so as to keep the same valid, the Landlord may either provide the insurance itself, or may itself pay the premium on the insurance effected by the Tenant and, in either case, all sums paid or the obligation to pay which has been incurred by the Landlord may be recovered by the Landlord from the Tenant as "additional rent".

#### **ARTICLE VI** **CONDITION OF PREMISES**

Section 1. Tenant shall accept the premises in "as is" condition.

#### **ARTICLE VII** **CARE OF PREMISES**

Section 1. Throughout the term of this Lease, the Tenant shall, at its own cost and

expense:

(a) Maintain and repair, inside and out, the Demised Premises, including the roofs, walls and foundations thereof, and all fixtures and appurtenances therein and thereto and all equipment thereof, including, but not being limited to, all engines, boilers, elevators, machinery, pipes, plumbing, wiring, gas, steam and electrical fittings, sidewalks, water, sewer and gas connections (including all lateral connections into the adjacent streets and other public rights-of-way), heating equipment, and all other fixtures, machinery and equipment now or hereafter belonging to or connected with the Demised Premises or used in their operation, and all alterations, additions and improvements thereto, make all repairs, replacements and renewals, in and about the same, inside and outside, ordinary and extraordinary, structural or otherwise, necessary to preserve the Demised Premises in the same condition as they were in at the time of delivery to Tenant, ordinary wear and tear excepted, which repairs, replacements and renewals shall be in quality and class at least equal to that of the original work.

(b) Promptly pay the expenses of such repairs, replacements and renewals.

(c) Suffer no waste or injury upon the Demised Premises and keep the sidewalks, curbs, and parking areas included within the Demised premises in good repair and free from snow, ice, dirt and rubbish.

(d) Permit at reasonable intervals during Tenant's usual business hours the Landlord and representatives of the Landlord to enter the Demised Premises for the purpose of inspection.

(e) Permit during the year next prior to the expiration of the term, or any renewals thereof, the usual notices of "For Sale" and "To Let" to be placed and to remain unmolested in a conspicuous place or places upon the exterior of the Demised Premises, but not on the windows and doors, and repair at or before the end of the term all injury done by the installation or removal of trade fixtures, furniture, machinery and other property.

Section 2. Without intending to limit the generality of the foregoing, it is understood that if the Tenant, after the use of due diligence and the expenditure of all reasonable efforts, be delayed in performing any of the obligations set forth in Section 1 of ARTICLE VII, or any of its obligations under any other provisions of this Lease, by reason of governmental preemption, prohibition, limitation or restriction in connection with any national emergency declared by the President of the United States, or in connection with any rule, order or regulation published by any department or subdivision thereof of any governmental agency, or any other cause beyond its control (including but not limited to strikes and other labor disputes), then (but only while such governmental preemption, prohibition, limitation, restriction or other cause continues in force) the time for the Tenant to perform its obligations under Section 1 of ARTICLE VII, or under any other provisions of this Lease, shall be extended until a reasonable time after any such reason shall have ceased to exist.

Section 3. The Tenant shall not obstruct the street or sidewalk adjacent to the Demised Premises, nor do or suffer anything to be done upon the Demised Premises which will cause structural injury to the Demised Premises; nor permit the accumulation of waste or refuse matter upon the Demised Premises.

**ARTICLE VIII**  
**ALTERATIONS (WITH RELATED INSURANCE PROVISIONS)**

Section 1. In the event of the Tenant making any construction or alteration or addition or improvement to the Demised Premises costing Twenty Five Thousand Dollars (\$25,000.00) or more, the Tenant shall cause plans with details and specifications covering the proposed construction, alteration, addition or improvement to be prepared and submitted to the Landlord for its approval, and the Landlord (acting solely as Landlord and not on behalf of any agency or department of the City of Waterbury) agrees to promptly approve said plans and specifications which approval shall not be unreasonably withheld, conditioned or delayed; and the Tenant shall also cause said plans with details and specifications to be approved by the governmental authorities having jurisdiction thereof, all of such approvals to be obtained before any work is commenced and such submission to, and approval by the Landlord and public authorities shall likewise be required as to any amendments to such plans with details and specifications. The Tenant agrees that it will do and perform all of this work, or cause the same to be done and performed, in a good and workmanlike manner, and will prosecute the said work to completion with due diligence. Upon the completion of any construction, alterations, additions or improvements, the Tenant shall furnish to the Landlord certificates of compliance with all requirements of all governmental authorities having jurisdiction and of the Board of Fire Underwriters having jurisdiction, if such certificates are commonly issued.

Section 2. In the event of the Tenant making any construction or alteration or addition or improvement on the Demised Premises, the Tenant shall deliver to the Landlord a Certificate of Insurance of casualty and liability insurance, naming the Landlord as an additional party insured indemnifying and saving harmless the Landlord from all loss or damage by reason of any injury or alleged injury to any person or persons or property caused by or on account of or arising out of ownership, maintenance, or use of the Demised Premises or arising out of the risks of such building operations and from any and all liability in connection therewith, to the extent of the terms of a standard liability policy then available, which said policy shall be in minimum amount of Five Million Dollars (\$5,000,000.00) as of the date hereof (and subject to increase at the discretion of the Landlord) in respect to bodily injury and or property damage, in respect to any one occurrence or accident, for injury to or death of any one person. Such policy of insurance shall be in a company duly authorized by the State of Connecticut to do business in the said State, which the Landlord agrees to approve unless it is reasonable to withhold approval.

**ARTICLE IX**  
**INDEMNITY TO LANDLORD**

Section 1. The Tenant shall indemnify, defend and save harmless the Landlord against any and all claims arising from any acts or omissions of Tenant, or any of its agents, servants, or employees, in or about the Demised Premises, and from and against all costs, reasonable attorneys' fees, expenses and liabilities incurred in or about any such claim or any action or proceeding brought thereon, except for claims arising solely out of any acts or omissions of the Landlord, its agents, servants or employees, and Workmen's Compensation claims by Landlord's employees. In case any action or proceeding be brought against the Landlord by reason of any such claim, except as excluded above, the Tenant shall, on request from the Landlord, and may at its option, resist or defend such action or proceeding. It is further agreed and understood that the Tenant shall at its own cost and expense, for the further protection of the Landlord, cause to be delivered to the Landlord a Certificate of Insurance issued by an insurance company satisfactory to the Landlord, said Certificate naming Landlord as an additional insured, and which the Landlord agrees to approve unless it is reasonable to withhold approval, indemnifying the Landlord against any and all of the claims and liabilities in this Article provided for, in the minimum sum of Five Million Dollars (\$5,000,000.00) as of the date hereof (and subject to increase at the discretion of the Landlord) in respect to bodily injury, and or property damage, or in respect to any one occurrence or accident. Such insurance policies shall contain a provision whereby the insurer agrees not to cancel such insurance or otherwise allow the coverage of such insurance to terminate or to be diminished or modified without thirty (30) days prior written notice to Landlord.

When such policy of liability insurance shall be about to expire and likewise when each renewal thereof shall be about to expire, the Tenant shall, at least thirty (30) days before the expiration date, cause to be delivered to the Landlord a new Certificate. In the event of the failure of the Tenant to provide such liability insurance or any renewal thereof, or to pay the premium thereon so as to keep the same valid, the Landlord may either provide the insurance itself, or may itself pay the premium on the insurance effected by the Tenant and, in either case, all sums paid or the obligation to pay which has been incurred by the Landlord may be recovered by the Landlord from the Tenant as "additional rent".

In the event of the bringing of any claim for which the Tenant has agreed hereunder to indemnify Landlord, the Landlord shall give the Tenant immediate notice thereof. Tenant shall not be required to indemnify Landlord against any claim which is settled by Landlord without the approval and consent of Tenant.

Notwithstanding anything above to the contrary, the indemnity of the Landlord by the Tenant shall remain in full force and effect even if the claim arose out of any act or omission of the Landlord, its agents, servants, or employees, so long as the claim is covered by the Tenant's liability policy then in effect, which shall be a standard liability policy. If said claim is not covered by said liability policy, said indemnity shall not apply.

**ARTICLE X**  
**ASSIGNMENT, ETC., OF LEASE**

Section 1. The Tenant shall have no right to assign this Lease, or sublet all or any portion of the Demised Premises, without the written permission of the Landlord (after approval by the Board of Aldermen) to do so, which permission may be withheld for any reason. Notwithstanding the provisions of this Article X, Section 1, the Tenant shall at all times have the right to assign or sublet this Lease to a Hebrew school of education accredited by the State of Connecticut or sponsored by Torah Umesorah, provided that no such assignment or subletting shall relieve the Tenant from any liability to fulfill any obligation hereunder, unless the assignee has an equal or greater net worth and financial ability to pay compared to Tenant as reasonably determined by the Landlord at the time of the proposed assignment, and Tenant's Guarantor (as defined in Article XXXXI hereof) agrees to guaranty the obligations of such assignee hereunder in the same manner it has agreed to guaranty the obligations of Tenant.

Section 2. In the event Landlord consents to an assignment or sublet by the Tenant as set forth above:

(a) Tenant covenants and agrees that immediately upon entering into said assignment or sublease, Tenant will deliver to the Landlord a true and correct copy of same;

(b) In the event that the Tenant shall default in the performance of any of the terms, provisions, covenants, agreements or conditions of this Lease on the part of the Tenant to be performed, and should such default continue for the respective periods in this Lease set forth, the Landlord shall have the right, at its option, forthwith, after providing Tenant with written notice thereof, to collect the rentals and other charges from the subtenant or assignee, and apply them to curing the default or defaults of the Tenant hereunder until such default or defaults have been cured.

Section 3. Tenant shall be entitled to grant a leasehold mortgage with respect to the Demised Premises so long as: (a) the leasehold mortgagee acknowledges and agrees that such leasehold mortgage is subordinate to this Lease, (b) such leasehold mortgagee acknowledges and agrees that upon foreclosure of the leasehold mortgage such leasehold mortgagee (and any assignee) will be bound by all of the terms and conditions of this Lease, including without limitation the provisions of Article II hereof relating to the use of the Demised Premises, and (c) such leasehold mortgagee agrees to other restrictions and agreements consistent with clauses (a) and (b) of this Article X, Section 3, as requested by Landlord. In the event that Tenant does grant a leasehold mortgage with respect to the Demised Premises in accordance with the terms of this Article X, Section 3, Landlord will agree, upon the default of Tenant hereunder, to provide leasehold mortgagee with reasonable notice and an opportunity to cure the default.

**ARTICLE XI**  
**LOSS OR DESTRUCTION BY FIRE OR OTHER CASUALTY**

Section 1. Tenant hereby irrevocably assigns to Landlord any insurance payment, including, without limitation, payments provided under the Loss of Rents coverage, to which Tenant may become entitled if the Demised Premises, or any part thereof, is either substantially or partially damaged or destroyed by fire, flood or other casualty.

Section 2. If any portion of the Demised Premises is damaged by fire or other casualty, then Landlord shall be obligated to promptly repair or restore the Demised Premises, but only to the extent that the insurance proceeds actually received by Landlord under Tenant's insurance policies are sufficient to complete the repair or restoration. The parties agree that the amount of funding required to complete such repair or restoration (the "Required Restoration Funding") shall be reasonably determined by Landlord. In the event that the insurance proceeds actually received by Landlord under Tenant's insurance policies are insufficient to satisfy the Required Restoration Funding, the Landlord shall have no obligation to repair or restore unless Tenant provides Landlord prior to the commencement of the repair or restoration an amount necessary to make up the shortfall between the Required Restoration Funding and the insurance proceeds actually received by Landlord under Tenant's insurance policies. In the event that the actual cost of repair or restoration is greater than the estimated Required Restoration Funding, Tenant shall fund (or, at Landlord's option, reimburse Landlord with respect to) the difference. In the event that the actual cost of repair or restoration is less than the estimated Required Restoration Funding, Landlord shall pay to Tenant any remaining amounts of insurance proceeds actually received by Landlord under Tenant's insurance policies (as well as any remaining amounts of additional funding provided by Tenant prior to the commencement of repair or restoration to satisfy the Required Restoration Funding, if any). Until such repairs and restoration are completed, the minimum annual rent shall be equitably abated to the extent that the damage to the Demised Premises and/or other portions of the property materially and adversely interferes with the conduct of Tenant's use of the Demised Premises, as reasonably determined by Landlord.

Section 3. Notwithstanding the repair and restoration provisions of Article XI, Section 2 hereof, (a) in the event that any damage by fire or other casualty occurs within two (2) years prior to the termination of the initial term of this Lease, then Landlord shall not be obligated to repair or restore the Demised Premises unless Tenant first exercises its renewal option as provided in Section 2 of Article I hereof, and (b) in the event that any damage by fire or other casualty occurs within two (2) years prior to the termination of the renewal period, Landlord shall be under no obligation to repair or restore.

**ARTICLE XII**  
**CONDEMNATION**

Section 1. If during the term of this Lease there is a total condemnation (as hereinafter defined) of the Demised Premises, the Tenant shall not be entitled to any apportionment of the award for the taking of the fee, but shall be entitled to damages for moving costs, and personal property loss.

In the event of said total condemnation of the Demised Premises, or in the event of a negotiated sale to the condemning authority in lieu of condemnation, then the term of this Lease shall cease and terminate as of the date of said taking or sale.

Section 2. In the event of a partial condemnation (as hereinafter defined) of the Demised Premises, the Tenant shall not be entitled to any apportionment of the award for the taking of the fee, but shall be entitled to damages for moving costs and personal property loss to the extent awarded by the condemning authority.

After such partial taking, the yearly minimum rental shall be equitably reduced, but all of the terms and covenants of this Lease shall remain in full force and effect.

Section 3. As used herein, a partial condemnation shall mean a taking of the Demised Premises by governmental authority or public or private corporation authorized to take interests in land by condemnation, which is not a total condemnation.

As used herein, a total condemnation shall mean a taking as described above, which taking renders a minimum of twenty-five percent (25%) building space located on the Demised Premises unusable for Tenant's operations as previously conducted thereon.

**ARTICLE XIII**  
**TERMINATION OF LEASE FOR NONPAYMENT**

Section 1. If the Tenant shall make default in the payment of any monthly installment of the annual rent reserved hereunder on any day fixed for the payment of any such installment or shall make default in the payment of any item of additional rent herein provided for or in making any other payment herein provided for, and such default shall continue uncured for a period of fifteen (15) days, at Landlord's option, the term under this Lease and the leasehold estate hereby granted shall expire as fully and completely as if that day were the date herein definitely fixed for the expiration of the term, and the Tenant shall then and thereupon quit and surrender the Demised Premises to the Landlord.

**ARTICLE XIV**  
**TERMINATION OF LEASE UPON CERTAIN DEFAULTS**

Section 1. If the Tenant should be adjudicated a bankrupt, or make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy, or for an arrangement or for reorganization, or take the benefit of any insolvency, act or statute, in its capacity as a debtor, or if a receiver or trustee be appointed for its property in or under any insolvency, act or statute, or in connection with the liquidation (voluntary or involuntary) of the Tenant or Tenant's Guarantor, and such trustee or receiver be not dismissed within sixty (60) days after the appointment of such trustee or receiver, or if an involuntary petition in bankruptcy or for an arrangement or for reorganization be filed against the Tenant or Tenant's Guarantor (unless the petition be thereafter dismissed), or if a receiver be appointed for the property of the Tenant or Tenant's Guarantor and such receivership be not vacated within sixty (60) days, or if this Lease or the leasehold estate created hereunder be transferred or pass to or devolve upon any other person or corporation, except as herein permitted, or if the Tenant or Tenant's Guarantor shall make a default in fulfilling any of the terms, conditions or covenants of this Lease (other than the covenants for payment of rent, additional rent or other monies as set forth in the preceding Article), or if the Demised Premises be abandoned or deserted, the Landlord may give to the Tenant fifteen (15) days' written notice of intention to end the term of this Lease, specifying the cause therefor, and thereupon at the expiration of such fifteen (15) day period, if said default shall continue or if said cause or condition which was the basis of said notice shall continue to exist, the term under this Lease and the leasehold estate hereby granted shall expire as fully and completely as if that day were the date herein definitely fixed for the expiration of the term, and the Tenant shall then and thereupon quit and surrender the demised premises to the Landlord. Notwithstanding anything above to the contrary, if during said fifteen (15) day period the Tenant has begun to diligently pursue the cure for the cause or condition which was the basis for said notice, then Tenant shall have a reasonable time within which to cure said default without a termination of this Lease.

**ARTICLE XV**  
**RE-ENTRY**

Section 1. If the Tenant shall make default in the payment of the rent reserved hereunder or any item of additional rent beyond applicable cure periods herein mentioned, or any part of either, or in making any other payment herein provided for, as a result of which default the leasehold estate hereby granted shall expire as provided in ARTICLE XIV of this Lease, or if this Lease shall expire as provided in either of the two preceding Articles hereof, the Landlord may immediately or at any time thereafter re-enter the Demised Premises and remove all or any persons and all or any property therefrom, either by summary proceedings or by any suitable action or proceeding at law or in equity, without being liable to indictment, prosecution or damages therefor, and repossess and enjoy said premises together with all additions, alterations and improvements. The words "re-enter" and "re-entry" as used in this Lease are not restricted to their technical legal meaning.

**ARTICLE XVI**  
**RELETTING AND DAMAGES**

Section 1. In the event that the Demised Premises are abandoned, (abandonment shall not mean the mere failure to occupy the premises), or in the event that the Tenant is evicted by summary proceedings or otherwise, whether the Landlord re-enters in or for such event or not, or in the event that the relation of Landlord and Tenant shall cease or terminate by reason of the re-entry of the Landlord under the terms and conditions contained in this Lease or by the eviction or ejection of the Tenant by summary proceedings or otherwise, or in the event that the Landlord, in accordance with the provisions thereof, terminates this Lease by reason of any nonpayment of rent or other breach of the covenants of said Lease by the Tenant at any time (whether pursuant to the law or to the provisions of this Lease), the Landlord shall, in addition to any and all other rights and remedies which it may have, have the rights and remedies following, and the Tenant shall, in addition to all other obligations and liability, be subject to the obligations, liability and duties following:

(a) The Tenant shall, nevertheless, remain and be liable to the Landlord for and on account of all arrearages of rent, including both the fixed rent and the additional rent, and for the breach of all other agreements and conditions imposed by force of this Lease, and shall also be liable to pay, and shall pay, to the Landlord, as damages for the breach of this Lease on the days originally fixed in this Lease for payment thereof during the remainder of the term of this Lease, sums of money equivalent to what would be the fixed rent and additional rent and other monies payable by the Tenant if this Lease were still continuing in force, less, however, the net avails (ascertained as provided in succeeding subparagraph (b) of this ARTICLE XVI), if any, of any reletting of the premises by the Landlord; and the Landlord shall be entitled to any and all appropriate actions at law or in equity for the enforcement of Tenant's liability and obligations hereunder, and shall be entitled to recover the said damages either in one action or in successive actions from time to time, each brought to recover one or more installments of damage theretofore accrued, as the Landlord may desire.

(b) The Landlord shall be entitled, at its option, to repair the Demised Premises, in order to restore the Demised Premises to the condition they were in at the commencement of the Lease, reasonable wear and tear excepted, the Tenant remaining liable and responsible for the cost and payment of same, providing said costs are reasonable and reflect an actual arm's length transaction. The Landlord shall use its good faith efforts, with or without causing any such repairs, to relet the said Demised Premises or portions thereof, from time to time, as opportunity may offer, to any person or persons, firm or corporation and for any purpose deemed by it suitable that is consistent with Section 1 of Article II hereof, for such rental as it deems fit, and for any period equal or greater than or less than the remainder of the demised term, and shall apply the rents so received to the cost of re-entry, repairs, redecorating, payment of broker's commission in connection with the obtaining of such new tenant, management, costs and reasonable counsel fees incurred by the Landlord in connection with any of the foregoing; and then to apply the balance ("net avails"), on account of the obligations of the Tenant for rent theretofore accrued and thereafter to accrue hereunder or for damages occasioned by breach of any covenants and conditions herein provided to be performed or observed on the part of the

Tenant; provided, however, that in no case shall the Tenant be entitled to any surplus remaining as the result of any such reletting, and that the Tenant's obligations hereunder (including its obligation to pay the rent herein reserved) shall not be affected or diminished by reason of any failure on the part of the Landlord to relet said premises, provided Landlord has used good faith efforts to relet. Notwithstanding anything above to the contrary, the Tenant's obligation to pay Landlord's expenses for reletting the premises as set forth hereinabove, shall be that percentage arrived at by the following formula. Said percentage shall be computed by using the number of months remaining in the leasehold term as the numerator of a fraction and the number of months of the replacement leasehold term (exclusive of any options) as the denominator. The resulting percentage from said fraction shall be multiplied by the Landlord's cost of reletting and the resulting sum shall constitute the amount due from the Tenant.

**ARTICLE XVII**  
**WAIVER OF RIGHT OF REDEMPTION**

Section 1. The Tenant hereby expressly waives any and all right of redemption which it may have under statute now in effect or hereafter enacted, or any rule of law now in effect or hereafter promulgated or otherwise, in case it shall be dispossessed or removed from the premises by judgment or warranty of any court or judge, or in the event that the term of this Lease shall be shortened, abbreviated or limited by nonpayment of rent, additional rent or any other monies, or by notice given by the Landlord as herein authorized.

**ARTICLE XVIII**  
**RECOVERY OF "ADDITIONAL RENT"**

Section 1. If the Tenant shall make default in performance of any covenant herein contained, whether calling for the payment of monies or the doing of an act, the Landlord may, after fifteen (15) days written notice, pay such monies or do such act for account of the Tenant. Any amount paid or expense incurred by the Landlord by reason of the failure of the Tenant to comply with any provision of this Lease, shall be deemed to be "additional rent" for the Demised Premises and shall be due and payable by the Tenant to the Landlord on the first day of the next calendar month, or at the option of the Landlord on the first day of any succeeding month, or at the further option of the Landlord the same may be recovered by the Landlord after the expiration of the term. If said default constitutes the doing of an act (as opposed to the payment of money) then said default shall not enter so long as the Tenant is diligently acting to cure said default and the Tenant shall thereupon have a reasonable time to effectuate said cure.

**ARTICLE XIX**  
**MECHANIC'S LIENS**

Section 1. The Tenant shall at all times keep the Demised Premises free of any mechanic's liens or similar encumbrances caused by or attributable to any acts of Tenant.

Section 2. If a notice of mechanic's lien be filed against the Demised Premises or the Landlord's interest therein, for, or purporting to be for, labor or material alleged to have been furnished or to be furnished at the Demised Premises to or for the Tenant or to or for someone claiming under the Tenant, and if the Tenant shall fail to cause such lien to be discharged within twenty-five (25) days after Tenant's receipt of written notice of such lien, the Landlord may discharge or cause the discharge of such lien by deposit or by bonding proceedings and the Landlord may require the lienor to prosecute an appropriate claim to enforce such lienor's claim, and if such lienor be successful the Landlord may, after written notice to the Tenant, pay the amount of any judgment recovered on such claim. Any amount paid or expense incurred by the Landlord as in this clause provided (including surety company premiums on bond to discharge the lien) and any expense incurred or sum of money paid by the Landlord in connection with the defense of such action shall be paid by the Tenant to the Landlord and shall be recoverable by the Landlord as "additional rent".

## **ARTICLE XX** **REMEDIAL RIGHTS**

Section 1. All remedies, rights and elections of either party, which are given by this Lease, are in addition to and not in substitution for, nor exclusive of, the rights of action and causes of action or other remedies that may be available to either party at law or in equity or under any present or future statutes. In the event of a breach or threatened breach by either party of any of the covenants hereof, either party shall have the right of injunction and the right to invoke any remedy allowed at law or in equity, as if specific remedies, indemnity or reimbursement were not herein provided for.

## **ARTICLE XXI** **NON-WAIVER PROVISIONS**

Section 1. The failure of either party to insist, in any one or more instances, upon a strict performance of any of the covenants of this Lease, or to exercise any option herein contained, shall not be construed as a waiver or a relinquishment for the future of such covenant or option, but the same shall continue and remain in full force and effect. The receipt by the Landlord of rent or additional rent or any other sum of money, with knowledge of the breach of any condition or covenant hereof, shall not be deemed a waiver of such breach. No waiver by either party of any provision hereof shall be deemed to have been made unless in writing.

Section 2. If this Lease be assigned, or if the Demised Premises or any part hereof be underlet or occupied by anybody other than the Tenant, and if the Tenant be in default in respect to any payment to be made by the Tenant hereunder, the Landlord may collect rent or other monies from the assignee, undertenant or occupant, and apply the net amount collected to any amounts due hereunder, and no such collection shall be deemed to be a waiver of the covenant herein against assignment nor to be an acceptance of the assignee, under tenant or occupant as

tenant, nor to be a release of the Tenant from the performance by the Tenant of the covenants herein contained on the part of the Tenant.

**ARTICLE XXII**  
**TITLE TO IMPROVEMENTS**

Section 1. All improvements, additions and alterations made by the Tenant to or upon the Demised Premises (except trade fixtures), shall when made, at once be deemed to be attached to the freehold and become the property of the Landlord and at the end or other expiration of the term shall be surrendered to the Landlord. This paragraph shall not apply to trade fixtures or equipment of the Tenant.

Section 2. If after default in payment of rent or violation of any other provision of this Lease, which default is not cured within applicable grace periods, or upon the expiration of this Lease for any cause, the Tenant moves out or is dispossessed and fails to remove any trade fixtures or other property, other than merchandise, within sixty (60) days thereafter, then and in that event, the said fixtures and property shall be deemed abandoned by the said Tenant and shall become the property of the Landlord.

**ARTICLE XXIII**  
**NON-LIABILITY OF LANDLORD**

Section 1. The Tenant has inspected the Demised Premises and accepts the Demised Premises in their present condition without any warranty or representation of any nature whatsoever on the part of the Landlord.

Section 2. The Landlord shall not be liable for any action of the elements, or any failure of water supply, gas, or electric current, or for injury or damage to person or property caused by or resulting from steam, gas, electricity, water, rain or snow, which may leak or flow from any part of the Demised Premises, or from any pipes, appliances, or plumbing works of the same, or from the street or sub-surface, or for interference with light or other incorporeal hereditaments, however caused.

**ARTICLE XXIV**  
**SUBORDINATION**

Section 1. This Lease shall be subject and subordinate at all times to any and all mortgage or mortgages hereafter placed on or against the Demised Premises and to all renewals, modifications, consolidations, replacements and extensions thereof, which said mortgage or mortgages may be in any principal amount or amounts, provided that the mortgagee or mortgagees is or are a lending institution or institutions and/or an insurance company or companies duly authorized to do business in the State of Connecticut.

This Lease shall also be subject and subordinate at all times to any and all other mortgages hereafter placed on or against the Demised Premises, and to all renewals, modifications, consolidations, replacements and extensions thereof.

In confirmation of such subordination, the Tenant shall execute and deliver promptly any certificate or instruments subordinating this Lease and the leasehold estate hereby granted to any such mortgage or mortgages, and to the lien thereof, that the Landlord may request, to execute and deliver any such instrument or instruments for the Tenant; provided, always, however, that this paragraph is and shall be self-executing, and that this Lease is and shall be subject and subordinate to all such mortgage or mortgages, without the execution by the Tenant of any instrument or instruments whatsoever.

There shall be a condition precedent to said subordination that the subordination instrument contain affirmative language acknowledging that this Lease shall continue in full force and effect and the Tenant's right to occupy the premises shall not be disturbed so long as the Tenant is not in default under this Lease.

#### **ARTICLE XXV** **SURRENDER AT END OF TERM**

Section 1. Upon the expiration of the term hereby demised, the Tenant shall quit and surrender to the Landlord the Demised Premises with all alterations, additions and improvements, in the same condition as at the commencement of this Lease, reasonable wear and damage by fire or casualty no matter how occurring and damage by the elements excepted; except that the Tenant shall have the right to remove its trade fixtures as described in Article XXII, Section 1.

#### **ARTICLE XXVI** **COVENANTS AND CONDITIONS**

Section 1. Each and every covenant on the part of the Tenant shall be deemed and construed to be and the same hereby is made a condition of the Tenant's leasehold estate. Each and every condition herein contained shall be deemed and construed to be and the same hereby is made a covenant which the Tenant and the Landlord, as the case may be, promises and agrees to perform.

#### **ARTICLE XXVII** **QUIET ENJOYMENT**

Section 1. The Landlord covenants and agrees with the Tenant that if and so long as the Tenant duly pays the rent reserved herein and duly performs all of the terms, provisions, covenants, agreements and conditions hereof on the part of the Tenant to be performed, the

Tenant shall peaceably enjoy the Demised Premises, subject, however, the terms, provisions, covenants, agreements and conditions of this Lease and to all mortgages and encumbrances on or against the Demised Premises prior in lien to this Lease; but the Tenant covenants and agrees that the Landlord shall not be liable for any breach of this covenant that may occur after the Landlord shall have ceased to be the owner of the Demised Premises. Said covenants of quiet enjoyment shall then become the responsibility of the successor in interest to the Landlord herein.

**ARTICLE XXVIII**  
**NOTICES**

Section 1. Any notice by the Landlord to the Tenant or by the Tenant to the Landlord shall be given and shall be deemed to have been duly given if either delivered personally, overnight mail, or mailed in a postpaid envelope by certified mail return receipt requested, with delivery deemed to be on the date shown on the delivery receipt, addressed to the respective addresses below stated, or (after an address for notices has been duly changed as below provided) if so enclosed and mailed and addressed to the changed address below provided for:

To the Landlord at: City of Waterbury  
236 Grand Street  
Waterbury, CT 06702  
Attention: Office of the Mayor

To the Tenant at: Waterbury Talmudic Institute  
359 Cooke Street  
Waterbury, CT 06710  
Attention: \_\_\_\_\_

To the Tenant's  
Guarantor at: Torah Umesorah  
160 Broadway  
New York, NY 10038  
Attention: Rabbi Nate Segal

Either party may at any time change the address for notices to such party, by delivering or mailing as aforesaid a notice, at least five (5) days previously, stating the change and setting forth the changed address.

**ARTICLE XXIX**  
**INTERPRETATION OF TERM "LANDLORD"**

Section 1. The Tenant covenants and agrees that the term "Landlord", as used in this Lease, means only the owner for the time being of the Demised Premises so that, in the event of any sale or other transfer of the Demised Premises, the owner of said Demised Premises prior to

such sale or other transfer, shall be and hereby is entirely freed, relieved, released and discharged of all covenants, agreements, liability and obligations of the Landlord thereunder, thereafter accruing, and it shall be deemed and construed without further agreement between the parties or between the parties and the purchaser or other transferee of the Demised Premises that such purchaser or other transferee has assumed and agreed to carry out any and all covenants, agreements and obligations of the Landlord hereunder.

**ARTICLE XXX**  
**LANDLORD'S COOPERATION**

Section 1. Landlord covenants and agrees to cooperate reasonably with and assist the Tenant (at the sole cost and expense of Tenant) upon request therefor by Tenant, in such cases where the joinder or act of the fee titleholder of the Demised Premises shall be necessary or expedient, in all legislative, quasi-legislative, judicial, quasi-judicial and/or administrative proceedings, for the use or operation of the Demised Premises and improvements thereon permitted under this Lease.

**ARTICLE XXXI**  
**COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS**

Section 1. The Tenant hereby covenants that at all times the business it conducts on the Demised Premises shall be in full compliance with all Federal, State, and City applicable laws, statutes, ordinances and regulations.

Section 2. The Tenant further covenants to comply with and conform to all the laws of the State of Connecticut, and the by-laws, rules and regulations of the City of Waterbury so far as the premises are or may be concerned and the Tenant agrees to save the Landlord harmless from all fines, penalties, or costs or violation of or non-compliance with the same, except as such is the result of a condition pre-existing the execution of this Lease.

Section 3. Tenant shall comply with all City of Waterbury, State and Federal regulations and environmental laws concerning the storage, handling and disposal of oil or petroleum or chemical liquid or solid, liquid or gaseous products, or hazardous materials and air, water and noise pollution. Tenant hereby agrees not to handle, store, or dispose of any hazardous materials or substance upon the premises which is prohibited by any Federal, State or City of Waterbury statutes, ordinances, regulations. Tenant hereby covenants to indemnify and hold Landlord, its successors and assigns, harmless from any loss, damage, claims, costs, including reasonable attorneys' fees, liabilities or cleanup costs arising out of Tenant's use, handling, storage or disposal of any such hazardous materials or substances on the Demised Premises.

**ARTICLE XXXII**  
**HAZARDOUS WASTE**

Section 1. As used herein, the term hazardous materials shall include:

(a) any hazardous substances as defined in the Comprehensive Environmental Response Compensation and Liability Act, as amended, (42 U.S.C. §9601 et seq);

(b) hazardous materials as defined in the Hazardous Materials Transportation Act, as amended, (49 U.S.C. §1801 et seq);

(c) hazardous waste as defined in the Resource Conservation and Recovery Act, as amended, (42 U.S.C. §6901 et seq), or in Section 22a-115 of the Connecticut General Statutes, as amended;

(d) hazardous chemical substances and mixtures as described in the Toxic Substances Control Act, as amended, (15 U.S. §2601 et seq);

(e) hazardous waste as defined in Chapter 95 of Code of Ordinances of the City of Waterbury; and

(f) radioactive material, substances within the description contained in Paragraph (a) of Section 22a-449 of the Connecticut General Statutes, as amended, or any other substance which may pose or present potential hazard to human health or the environment when improperly disposed of, treated, stored or managed.

**ARTICLE XXXIII**  
**BROKER**

Section 1. Each party acknowledges that it has dealt with no broker or realtor in connection with this transaction.

**ARTICLE XXXIV**  
**LEASE DEPOSIT**

Section 1. Landlord and Tenant acknowledge that the State of Connecticut and the University of Connecticut are relocating the Waterbury Branch of the University (the "Branch") based, in part, on the lease of the Demised Premises to Tenant. In order to insure that Tenant will honor its commitment to occupy and lease the Demised Premises on the commencement date set forth herein, a deposit of Fifty Thousand Dollars (\$50,000.00) is, contemporaneously with the execution of this Lease, being delivered by Tenant to Landlord's attorney. Said deposit shall be held in escrow in an interest-bearing account by Landlord or a third party mutually satisfactory to Landlord and Tenant and shall only be refundable upon the occurrence of one or more of the following events: (i) the failure of Landlord to have satisfied any of the conditions

subsequent set forth in Article XXXVI, Section 1(a), (b), (c) and (d) of this Lease; (ii) the failure of Landlord to deliver the Demised Premises to the Tenant on or before January 1, 2004, which delivery date may be extended, at the sole discretion of the Landlord, for up to an additional six (6) months and for additional periods upon the written agreement of Landlord and Tenant; or (iii) Landlord's written notice to Tenant that it is terminating the Lease Agreement pursuant to Article XXXVIII of this Lease.

Section 2. Said deposit shall constitute full and complete liquidated damages to Landlord in the event of Tenant's failure to take occupancy of the Demised Premises in accordance with the terms of this Lease Agreement.

Section 3. Upon occupancy of the Demised Premises by Tenant on the commencement date set forth herein in accordance with the terms of this Lease Agreement, the deposit and all interest accrued thereon shall be applied by Landlord to offset a portion of Tenant's rent obligation for the first year of the leasehold term.

**ARTICLE XXXV**  
**COMPLETENESS OF INSTRUMENT**

Section 1. This Lease embodies the entire agreement of the parties and there are no other or collateral agreements or engagements in existence between them or binding on either of them. The parties hereto agree that this Lease shall not be modified in any manner, except by a written instrument signed by both parties hereto. The titles or headings of the several articles are inserted for convenience of references, and this Lease and the several parts thereof are to be construed without reference to said titles or headings.

**ARTICLE XXXVI**  
**CONDITIONS SUBSEQUENT**

Section 1. Landlord's obligation to lease the Demised Premises to Tenant is specifically contingent upon the following:

(a) that on or before May 31, 2002, all governmental and University approvals required to transfer the Branch to a new campus location in downtown Waterbury have been obtained;

(b) that on or before August 31, 2002, all governmental approvals required for the lease of the Demised Premises by Landlord to Tenant have been obtained;

(c) that on or before August 31, 2002, the State of Connecticut and the City of Waterbury shall have signed a contract in which the State agrees to transfer the Demised Premises to the City of Waterbury upon the completion of a new campus for the Branch in downtown Waterbury;

(d) that on or before August 31, 2002, all land use approvals required by local and state agencies for anticipated use of the Demised Premises shall have been received; and

(e) that prior to the commencement date of this Lease Agreement Tenant has relocated at least fifteen (15) families into the neighborhood (the "Neighborhood") in which the Demised Premises is located (such Neighborhood being more particularly described in Exhibit B hereto), with at least five (5) of such relocated families residing in that portion of the Neighborhood known as the Hillside Historic District (such Hillside Historic District being more particularly described in Exhibit C hereto); and

(f) that prior to the commencement date of this Lease Agreement Tenant shall have provided Landlord with the insurance certificates required under this Lease.

**ARTICLE XXXVII**  
**PERFORMANCE STANDARDS**

Section 1. Landlord and Tenant acknowledge that a material reason for Landlord to lease the Demised Premises to the Tenant is Tenant's representation that it will relocate families to the Neighborhood, with at least one-third of such families relocating into the Hillside Historic District (the "Relocation Commitment").

Section 2. Tenant agrees to relocate families affiliated with Tenant and currently residing outside the City limits of Waterbury to the Neighborhood, in such numbers and at such times as set forth in the following relocation schedule:

<u>Date</u>	<u>Number of Additional Relocated Families</u>
Commencement date	15
Upon expiration of the 2 <sup>nd</sup> year of the leasehold term	20
Upon expiration of the 3 <sup>rd</sup> year of the leasehold term	10
Upon expiration of the 4 <sup>th</sup> year of the leasehold term	35
Upon expiration of the 7 <sup>th</sup> year of the leasehold term	<u>20</u>
Total Relocated Families	100 families

Tenant further agrees that in order to be in compliance with the Relocation Commitment, at all times during the first seven (7) years of the leasehold term, a minimum of one-third of the relocated families must reside in the Hillside Historic District portion of the Neighborhood.

Section 3. The intent of Landlord and Tenant is that the relocated families will purchase and rehabilitate existing housing in the Neighborhood. The houses shall be privately owned throughout the term of this Lease and shall not be subject to any property tax exemption.

Section 4. Tenant's failure to meet the relocation schedule set forth above will constitute a default under this Lease Agreement and Landlord may in such event, at its option, terminate this Lease. Notwithstanding the default provisions set forth in Article XIV of this Lease, in the event of a default in the Relocation Commitment provided in this Article, Tenant shall be required to vacate the Demised Premises within sixty (60) days after its receipt of notice of termination from Landlord, but in no event shall Tenant be required to vacate the Demised Premises between September 1<sup>st</sup> and June 30<sup>th</sup> of any year because of a default in the Relocation Commitment.

**ARTICLE XXXVIII**  
**ACCESS TO PORTIONS OF DEMISED PREMISES**

Section 1. Tenant shall allow the group known as "the Hillside Neighborhood Association" to use Tenant's facilities for meetings to be held at reasonable times and upon reasonable notice to Tenant provided that said Hillside Neighborhood Association gives full credence to the religious needs and sensitivities of Tenant and that it does not interfere with Tenant's school programs.

**ARTICLE XXXIX**  
**BENEDICT-MILLER MANSION**

Section 1. Landlord and Tenant acknowledge that a building included among the Demised Premises, the Benedict-Miller Mansion, is on the national register of historic places. Tenant shall comply with any and all Federal or State laws, regulations and guidelines applicable to buildings included on the national register of historic places.

Section 2. Tenant agrees that an advisory counsel shall be established to make non-binding recommendations to Tenant regarding the maintenance of the Benedict-Miller Mansion and the Demised Premises generally. Said advisory board shall be comprised equally of (i) individuals appointed by the Tenant, and (ii) neighborhood residents appointed by the City of Waterbury.

**ARTICLE XXXX**  
**BINDING SUCCESSORS IN INTEREST**

Section 1. The terms and provisions of this Lease shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto, provided, however, that no assignment by or through the Tenant in violation of the provisions hereinbefore contained shall vest any right in any party claiming under any such assignment, and provided, further, that no assignment or subletting made by the Tenant with the consent of the Landlord shall relieve the Tenant from any liability to fulfill any obligation hereunder, it being the intention of the parties

hereto that the Tenant shall assume and be liable to the Landlord for any and all acts or omissions of any and all assignees or subtenants.

**ARTICLE XXXXI  
TENANT'S GUARANTOR**

Section 1. Torah Umesorah ("Tenant's Guarantor") hereby agrees to guaranty the faithful and timely performance of all of the obligations of Tenant hereunder in accordance with the terms of a Guaranty of Lease attached hereto as Exhibit D.

Dated at Waterbury, Connecticut, this 15<sup>th</sup> day of November, 2001.

*Signed, sealed and delivered  
in the presence of:*

*[Signature]*  
*[Signature]*

LANDLORD:  
THE CITY OF WATERBURY,  
CONNECTICUT

By *[Signature]*  
Sam S.F. Caligiuri  
Its Acting Mayor

*[Signature]*  
*[Signature]*

TENANT:  
WATERBURY TAI MUDIC INSTITUTE

By *[Signature]*  
Its  
By *[Signature]*  
Its

*[Signature]*  
*[Signature]*

TENANT'S GUARANTOR:  
TORAH UMESORAH

By *[Signature]*  
Its

APPROVED AS TO FORM  
*[Signature]* 11/14/2001  
ASSISTANT TO CORPORATION COUNSEL