

RETURN OF NOTICE

I HEREBY CERTIFY that on **Wednesday, September 18, 2013**, I left a duplicate of the attached warning and notice of a Town Meeting of the Town of Brooklyn, Connecticut, with Leona A. Mainville, its Town Clerk.

I FURTHER CERTIFY that I caused a copy of said warning and notice to be published in the Norwich Bulletin, a newspaper having a substantial circulation in said Town, on **Thursday, September 19, 2013**

I FURTHER CERTIFY that on **Wednesday, September 18, 2013**, I caused to be set upon the signpost or other exterior place nearest the office of the Town Clerk and at all other places and signposts designated by the Town a written copy of said warning and notice signed by the Selectmen.

I FURTHER CERTIFY that all of the above acts were done at least five days before the holding of said meeting on **Tuesday September 24, 2013**.

Austin Tanner

First Selectman

Town of Brooklyn

The Town meeting was called to order immediately following the Public Hearing at 7:55pm. First item on the agenda was to elect a Moderator. Doug Kramer nominated Joseph Voccio, seconded by Donald Francis. Austin Tanner nominated Robert Kelleher, seconded by Michael Niejadlik. A vote was taken for both nominees. Joseph Voccio received 53 votes. Robert J. Kelleher received 31 votes. The Town Clerk declared Joseph Voccio duly elected Moderator of the meeting. Mr. Voccio requested a motion to waive the call of the meeting. A motion to waive the reading was made by Gene Michael Deary, seconded by Donald Francis. Motion passed.

- A. To authorize the Board of Selectmen to cause Charles Pasteryak, Jr. Inc. of Lisbon, Connecticut to carry out and perform the following project; 1 ½ " overlay paving of Mason Road, 1.2 miles; Preston Road .77 miles, North Society Road .58 miles, which project shall be paid for from TAR funds, LOCIP Grant and Highway Budget, at a cost not to exceed \$250,000. A motion to approve was made Austin Tanner, seconded by Rick Ives. A vote was taken and Moderator Voccio declared the item approved.
- B. To authorize the Board of Selectmen to award a cleaning contract to Windham County Cleaners in the amount of \$16,200. A motion to approve was made by Gene Michael Deary, seconded by Len Bissonnette. A vote was taken and Moderator Voccio declared the item approved.
- C. To authorize the Board of Selectmen enter into an agreement to repair a Town-owned recreation truck (2008 Ford-250 1FTSX21578EC87426), at a cost not to exceed \$7,500. A motion to approve was made by Len Bissonnette, seconded by Diane Wimmer. Austin Tanner, First Selectman stated there was an error in the Make & Model of the truck. It should read 2003 Ford F-350, not 2008 Ford F-250. A vote was taken and Moderator Voccio declared the item approved.
- D. To authorize the Board of Selectmen to enter into a proposed lease of a portion of Town-owned property located at 69 South Main Street, Brooklyn, Connecticut with the Northeast Probate Court District #26. A copy of the proposed lease, subject to the ability of the Board of Selectmen to make minor, non-substantive revisions as it or the Tenant may require, is filed in the office of the First Selectman and available for public inspection during the normal business hours. A motion to approve was made by Courtney Tanner-Bellows, seconded by Sandra Brodeur. A motion was made to vote by paper ballot by Donald Francis, seconded by Rick Ives. A vote was taken and the motion to vote by paper ballot was approved. A paper ballot vote was then conducted and the Moderator declared the following results:

YES 34

NO 52

Being no further business on the agenda, a motion to adjourn was made by Donald Francis, seconded by Robert Kelleher. Meeting adjourned at 8:15pm.

Respectfully submitted,
Leona A. Mainville, MMC

LEASE

This Indenture of Lease ("Lease") is made as of this _____ day of _____, 2013, by and between the **Town of Brooklyn**, a Connecticut municipal corporation with an address at P.O. Box 356, Route 169, Brooklyn, Connecticut 06234 ("Landlord") and **Northeast Probate Court District # 26** ("Tenant"), to furnish facilities for the Northeast Probate Court District # 26 in accordance with Section 45a-8 of the Connecticut General Statutes. Landlord and Tenant are sometimes individually referred to herein as a "Party" and are sometimes collectively referred to herein as "Parties".

WHEREAS, the Town of Brooklyn is the owner of the real property, and the building and improvements thereon, located at 69 South Main Street, Brooklyn, Connecticut (the "Property"); and

WHEREAS, the Northeast Probate Court District #26 is currently comprised of the Towns of Ashford, Brooklyn, Eastford, Pomfret, Putnam, Thompson and Woodstock, all located within the State of Connecticut; and

WHEREAS, the Tenant Northeast Probate Court District #26 desires to rent a portion of said Property from Landlord, which leased premises is more particularly defined in Section 1 of this Lease and Exhibit A hereof, and said Landlord desires to lease and rent said premises to Tenant, in accordance with and subject to the terms and condition of this Lease; and

WHEREAS, Landlord has obtained all necessary municipal approvals to enable enter into this lease and rent the leased premises to Tenant.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Premises; Term; Proportionate Share.

1.1 *The Premises.* Upon and subject to the provisions of this Lease, Landlord hereby leases exclusively to the Tenant and Tenant hereby leases from Landlord a portion of the Property, as such leased premises is more particularly shown and designated on **Exhibit A** attached hereto and made a part hereof consisting of approximately One Thousand, Five Hundred Sixty-one (1,561) rentable square feet (the "Premises"), together with certain areas, improvements, facilities and equipment from time to time designated by Landlord for the general and non-exclusive common use or benefit of Tenant, other Tenants of the Property and Landlord ("Common Areas"). For purposes of this Lease, the terms "Property" or "Building" shall be deemed to include the land upon which the Building is situated, the Common Areas, the parking facilities and any other buildings, walkways, driveways, fences and landscaping forming a portion of the real property and/or buildings and improvements thereon, located at 69 South Main St., Brooklyn, CT.

1.2 *The Term.* Upon and subject to the terms and conditions herein set forth, this Lease shall commence on the first day of the calendar month following the date of substantial completion of Landlord's Work as required by Section 9.2 of this Lease (the "Commencement Date") and shall terminate on January 4, 2023 unless sooner terminated in accordance with the provisions of this Lease.

It is expressly acknowledged by Landlord that Tenant shall not be required to take possession of the Premises or pay base rent or any additional rent under this Lease until the Commencement Date as defined in section 1.1 hereof. The term "lease year" as used in this Lease shall mean each consecutive twelve-month period elapsing after the Commencement Date. Upon the occurrence of the Commencement Date, the parties shall promptly execute a commencement agreement confirming the commencement dates and expiration dates of the Term.

Notwithstanding anything in this Lease to the contrary, either party shall have the option to terminate this lease to be effective anytime after December 31, 2018 upon providing at least one (1) year advanced written notice to the other party that it is electing to do so. This lease shall remain in effect and all rent and additional rent shall continue to be paid until the lease is terminated in accordance with such notice. Tenant may also terminate this lease without providing one (1) year advance written notice if by judicial, legislative or other government act ("Act") outside of Tenant's control, the Northeast Probate Court District # 26 is terminated, restructured and/or further consolidated, in which case Tenant shall provide at

least three (3) months written notice of its intent to terminate the lease, and provide further that this Lease shall remain in effect and all rent and additional rent shall be paid until the effective date of such Act.

2. Rent.

2.1 *Base Rent.* Tenant agrees to pay Base Rent at the annual rate of Fourteen Thousand, Two Hundred Fifty Dollars (\$14,250) for the first year of the Initial Term in equal monthly installments of One Thousand, One Hundred Eighty-Seven and 50/100 (\$1,187.50) Dollars each commencing on the Commencement Date of this Lease and on the first day of each calendar month thereafter. Monthly rent shall be pro rated, as necessary, to account for all partial months.

2.2 For the purposes of this Section 2 and Section 3.2 the term CPI means the U. S. Consumer Price Index of the Bureau of Labor Statistics of the Department of Labor, for the Northeast region, All Urban Consumers.

a. Tenant's Base Rent set forth in section 2.1 and operating expense obligations set forth in section 3.2 of this Lease shall both be increased, effective on the first day of the second Lease Year and on the first day of each subsequent Lease Year (the Rent/Operating Expense Increase Date) by a percentage equal to the percentage increase in the CPI for the period between the first of the calendar month immediately preceding the Rent/Operating Expense Increase Date and the first day of the month 12 months immediately preceding such date. If the CPI is no longer published, then the adjustment to Base Rent and Operating Expense obligations shall be based on an alternate index (mutually agreed upon) that most closely reflects the applicable Index referenced herein

3. Maintenance and Repair.

3.1 *Tenant.* Tenant shall throughout the Term at Tenant's sole cost and expense, keep and maintain all interior non-capital, non-structural elements and aspects of the Premises in good order and repair, ordinary wear and tear excepted. Tenant's maintenance obligations shall include the routine and non-capital maintenance repairs and replacements promptly as needed with respect to the interior, non-structural components of the Premises, including the carpeting and wall coverings. Tenant shall not commit or suffer to be committed any waste upon or about the Premises. Tenant's repair and maintenance obligations under this Section 3.1 shall not extend to the Common Areas.

3.2 *Landlord.* Landlord, at its sole cost and expense, shall keep, maintain and repair the Building (excluding only the Tenant's repair and maintenance obligations as set forth in Section 3.1 herein) and the Building's capital and structural components, fixtures, appurtenances, systems, facilities and the Common Areas, and other appurtenances thereto in good working order and condition and shall make all repairs and replacements, structural and otherwise, promptly as and when needed in or about the Building to keep it in good working order and repair and in compliance with all codes, law and regulations applying to it, including but not limited to the Americans With Disabilities Act ("ADA"). Landlord's obligations shall include, but not limited to: the roof (membrane and structural components), exterior walls bearing walls, support beams, foundation, columns, exterior doors and windows and lateral support to the Building; plumbing, sprinkler, heating, ventilating and air conditioning systems (excluding the Tenant's routine maintenance obligations with respect thereto as set forth in section 3.1 hereof), Building electrical and mechanical lines and equipment associated therewith; the exterior improvements to the land, including curbs, driveways, parking areas, sidewalks lighting, shrubbery, landscaping and fencing; toilet facilities and supplies, water, sewage facilities, vermin extermination, in each case as reasonably required by Tenant; such repainting as is necessary to maintain the Building in first-class condition; parking area lighting necessary to permit use of the premises by Tenant during normal business, five weekdays; and removal of ice, snow and debris from the parking lot and any sidewalks at the Property. Landlord shall procure, at its expense, janitorial services for the Building and Common Areas, excluding the Premises.

In consideration of Landlord's maintenance obligations as set forth in this Section 3.2 and utility obligations set forth in Section 4, Tenant shall pay Landlord, as additional rent, an annual operating expense charge, payable in equal monthly installments in addition to base rent being charged in Section 2.1. The operating expense charge shall be Seven Hundred Fifty (\$750) Dollars for the initial year of the lease, payable in equal monthly installments of

Sixty-Two and 50/100 (\$62.50) Dollars each. The operating expense shall be increased, effective on the first day of the second Lease Year and on the first day of each subsequent Lease Year, based on the CPI adjustment set forth in Section 2.2 of this Lease. Monthly Operating Expense charges shall be pro rated, as necessary, to account for all partial months.

Landlord shall make every reasonable effort to perform all such repairs or maintenance in such a manner so as to cause minimum interference with Tenant and the Premises but Landlord shall not be liable to Tenant for any interruption or loss of business pertaining to such activities, except as otherwise provided. In the event Landlord fails or neglects to remedy any condition that it is responsible for hereunder, after thirty (30) days notice from Tenant (except in the case of emergency) or, if it has commenced to cure same within said period but such condition cannot be cured within such thirty (30) day period, then within such additional time as reasonably required to cure such condition provided that Landlord is diligently and continuously pursuing to cure same to completion, but in no event later than thirty (30) days, then Tenant may cause such condition to be corrected itself and may (unless contested in writing and in good faith by Landlord within ten (10) days of Tenants notice to do so) abate fixed rent to the extent necessary fully to reimburse itself for such costs or repair or replacement. Subject to the provisions contained in this Lease with regard to damage by fire or other casualty and/or Tenant's obligations hereunder, Landlord agrees to maintain the Building and Premises in good order and repair during the Term; provided, however, if a repair is customarily Landlord's responsibility under this Lease but the damage necessitating such repair shall have been caused by the act or neglect of Tenant, its agents, employees, contractors or invitees, Landlord shall repair same at the expense of Tenant. Similarly, if a repair is customarily Tenant's responsibility under this Lease but the damage necessitating such repair shall have been caused by the act or neglect of Landlord, its agents, employees, contractors or invitees, Landlord shall promptly repair same at the expense of Landlord. Unless otherwise provided in this Lease, Landlord shall be responsible for all repairs, operating expenses, common area maintenance expenses, taxes and insurance related to the Building.

4. Utilities.

Services to the Premises. During the Term and subject to Tenant's operating expense obligations set forth in Section 3.2, Landlord shall furnish, at Landlord's cost, HVAC, running water for drinking purposes, electricity, restroom facilities, in and for the Premises. Landlord shall be responsible for all repairs and replacements related to all building systems, including but not limited to repairs and replacements of the HVAC system (other than the cost of routine maintenance applicable to such HVAC system). Tenant shall procure and pay for janitorial services for the Premises, or pay its pro rata share of such services if Landlord elects to provide same for the entire Building.

Except as otherwise set forth in this lease, failure by Landlord to any extent to furnish or cause to be furnished the services described in this section, or any interruption or cessation therefore, resulting from causes beyond the reasonable control of Landlord shall not render Landlord liable for damages to either person or property, nor be construed as an eviction of Tenant, nor relieve Tenant from fulfillment of any covenant or agreement contained in this lease provided however, and notwithstanding the foregoing, if any interruption continues for more than three consecutive business days, then fixed rent shall thereafter equitably abate, until the interruption ceases. In addition, any such interruption or cessation lasting more than 30 days shall entitle Tenant to terminate this lease. Landlord shall use its best efforts to restore any such services the provision of which is been interrupted to the Building.

5. Use of the Premises.

Subject to all applicable laws, the premises shall be used for the operation of the regional probate court and any uses incidental thereto. All use of the premises must be in compliance with all applicable laws, ordinances and regulations of all governmental or quasi-governmental authorities and of all insurance companies insuring the Premises. Landlord represents and warrants that the premises may be lawfully used for purposes set forth in this section 5 and that upon substantial completion of Landlords Work, the premises, and the Building shall comply with all applicable federal, state and local laws, ordinances, orders, rules and regulations, including but not limited to the ADA. Landlord further represents and warrants that it has obtained all requisite municipal approvals to enable it to enter into this Lease and to fulfill its obligations hereunder.

6. Signage.

Tenant shall have the right to display signage on and/or from the Premises so long as Tenant gains Landlord's prior written approval of the design and size of said sign, such approval not to be unreasonably withheld, conditioned or delayed, and said sign fully complies with all applicable laws, rules and/or regulations.

7. Assignment and Subletting.

Tenant shall not assign this Lease, nor sublet or rent premises without the prior written consent of Landlord, which the Landlord may grant or decline in its absolute discretion.

8. Compliance with Law, Etc.

Tenant shall, throughout the Term, and at its sole expense, promptly comply, if and to the extent of Tenant's obligations under this Lease, with all applicable present and future laws and regulations of all federal, state and municipal governments and appropriate departments, commissions, boards and officers thereof, or of any policies of insurance affecting the Premises, or any other body now or hereafter exercising similar functions, applicable to Tenant's use of the

Premises and/or business operations therefrom or otherwise applicable to the Premises if and to the extent such law or policy applies to an obligation of Tenant under this Lease, and shall hold Landlord harmless from any fine, penalty or other charge that may be imposed as a result of any such non-compliance. Landlord and Tenant agree that responsibility for compliance with the Americans With Disabilities Act of 1990 (the "ADA") shall be allocated as follows: (i) Landlord shall be responsible for compliance provisions of Title III of the ADA for the interior and exterior of the Building and all common areas; (ii) Landlord shall be responsible for compliance with the provisions of Title III of the ADA for any construction, renovations, alterations and repairs made within the premises (including but not limited to Landlord's Work as defined in Section 9.2) if such construction, renovations, alterations or repairs are made by Landlord for the purpose of improving the Building generally; (iii) Tenant shall be responsible for compliance with the provisions of Title III of the ADA for any constructions, renovations, alterations and repairs made within the premises required by Tenant's specific use of the premises so long as such repairs do not constitute Landlord's Work or otherwise constitute Landlord's obligation under this Lease.

9. Condition of the premises.

9.1 Condition of Premises. Tenant hereby agrees that it has examined the Premises, is satisfied with the condition thereof, is not relying upon any information, warranty, or other statement by Landlord not specifically set forth herein with respect to the Premises, and subject to Landlord's completion of Landlord's Work, shall accept the premises "as is" in all respects.

9.2 Landlord's Work. Landlord shall, at the sole cost and expense of the Tenant, design, furnish and install, or cause to be designed, furnished and installed, the items of work delineated as Landlord's Work on **Exhibit B** hereof ("Landlord's Work"). Landlord's Work shall be completed by no later than _____ 2013. Landlord shall notify Tenant upon the completion of Landlord's Work and the parties shall perform a walk through to verify same. If the parties, during their walk through, determine that there are Landlord's Work items that remain uncompleted, such items shall be performed within ten (10) days of the walk through. Upon the parties agreeing that the Landlord's Work is substantially complete, they shall forthwith memorialize the date of same in writing and the Tenant shall immediately pay over to the Landlord the cost of such Landlord's Work as documented by appropriate bills, invoices or receipts furnished by the Landlord. The Commencement Date shall be the first day of the calendar month immediately following same. If the Tenant shall elect to take occupancy before the Commencement Date, then the Tenant shall pay to the Landlord a pro rata share of a month's Base Rent.

9.3 Tenant Alterations and Improvements. Tenant shall not make any alterations or improvements in or to the premises or to any systems or Building(s) of the premises, without the prior written consent of Landlord in each instance, such approval not to be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Tenant may perform nonstructural improvements that do not affect the operation of the Building systems and cost less than \$2500.00, without Landlord's consent. If approved by Landlord,

whether at the Commencement Date or any other time during the Term, such improvements or alterations shall be performed at the sole cost of the Tenant. Prior to commencing any such work, Tenant shall procure (or cause its contractor to procure) comprehensive builder's risk "all risk" and comprehensive general liability and property damage insurance certificates. Any approved alterations or improvements shall be performed in a good and workmanlike manner, in accordance with all applicable laws, and in a manner so that the structural integrity of the premises shall not be impaired. Tenant shall obtain all necessary permits and at Landlord's option, shall submit to Landlord as built drawings and/or lien waivers, as required by Landlord. Upon the making of such alterations or improvements the same shall become the property of Landlord, unless otherwise agreed to by the parties at the time such alterations or improvements are made.

10. Landlords Right of Entry.

Landlord and Landlords authorized agent shall have the right, upon reasonable prior notice (except for cases of emergency when no such notice shall be required), to enter upon the premises from time to time in order to inspect the same and to perform any work therein as Landlord deems necessary, including without limitation, maintenance, repairs and replacements therein which Landlord deems appropriate, or for the purpose of showing the premises to prospective purchasers, lessees or mortgagees; provided that, this right shall be exercised in such a manner so as not to unreasonably interfere with the Tenant's use and enjoyment of the premises; and provided further that the Premises shall not be shown to potential lessees unless Tenant is in default hereunder or such showing is the final year of the Term of the Lease.

11. Liens.

Tenant will indemnify and save Landlord harmless from all mechanic's liens or damages arising with respect to the premises as a result of any work performed by Tenant or allowed by or on behalf of Tenant and should any such lien be recorded, Tenant will, within 60 days after such lien is recorded, pay or bond and discharge same. Should any such lien be recorded and not be released or discharged as provided in this Section 11, Landlord may, at Landlord's option (but without obligation so to pay or discharge such lien) and after 15 days notice to Tenant, pay and discharge any such lien, at the cost and expense of Tenant. Landlords consent to the performance by Tenant of work on the premises shall not be deemed consent to or permission for the filing of a lien on the Premises or Property by any of Tenant contractors.

Similarly, Landlord will indemnify and save Tenant harmless from all mechanic's liens or damages arising with respect to the Premises and/or Property as a result of any work performed by Landlord or allowed by or on behalf of Landlord and should any such lien be recorded, Landlord will, within 60 days after such lien is recorded, pay or bond and discharge same. Should any such lien be recorded and not be released or discharged, as provided in this Section 11 Tenant may, at Tenant's option (but without obligation so to pay or discharge such lien) and after 15 days notice to Landlord, pay and discharge any such lien, at the cost and expense of Landlord. Tenant's consent to the performance by Landlord of work within the Premises shall not be deemed consent to or permission for the filing of a lien on the Premises by any of Landlord contractors.

12. Default by Tenant; right to terminate: damages; self-help.

12.1 Default by Tenant. If default shall be made in the payment of any sum to be paid by Tenant under this lease and such default shall continue for 10 days after written notice to Tenant, or default shall be made in the performance or observance of any of the other covenants or conditions of this lease which Tenant is required to observe and to perform and such default shall continue for 30 days after written notice to Tenant (provided that if such default cannot be cured within said 30 day period and Tenant has commenced to cure within said 30 day period then such period shall be extended as may reasonably be required), or if the interest of Tenant under the lease shall be levied on under execution or other legal process, or if any petition shall be filed by against Tenant to declare Tenant bankrupt or to delay, reduce, or modify Tenants debts or obligations, or if any petition shall be filed or other action taken to reorganize or modify Tenants capital structure or indebtedness, or if Tenant be declared insolvent according to law, or if any assignment of Tenant's property shall be made for the benefit of creditors, or if a receiver or trustee is appointed for Tenant or its property, or if Tenant shall be dissolved or otherwise liquidated, then Landlord may treat the occurrence of any one or more of the foregoing events as a default under this lease (provided that no such levy, execution, legal process of petition filed against Tenant shall constitute a default under this lease Tenant shall vigorously contest the same by appropriate proceedings and shall remove or vacate the same within 60

days from the date of its creation, service or filing and thereupon, at Landlord's option Landlord may have anyone or more the following described remedies:

a) Landlord may terminate this lease and forthwith repossess the premises and be entitled to recover forthwith as damages a sum of money equal to the total of (i) the cost of recovery the premises, including reasonable attorney's fees, the unpaid rent earned at the time of termination, plus interest thereon at the prime rate published in the Wall Street Journal plus 1% (the "Interest Rate") per annum (or if such index is no longer in effect, a mutually agreed upon comparable index) and (iii) any other sum of money or damages then owned by Tenant to Landlord for the period prior to the date of such termination.

b) Landlord may terminate Tenant's right of possession (but not the lease) and may repossess the premises in accordance with the summary process laws of the State of Connecticut. Landlord shall use commercially reasonable efforts to relet the same for the account of Tenant for such rent and upon such terms as shall be reasonably satisfactory to Landlord. For the purpose of such reletting Landlord is authorized to decorate or to make any repairs, changes, alternations or additions in or to the premises that may be reasonably necessary. If the premises are relet and a sufficient sum shall not be realized from such reletting after paying (i) the unpaid fixed rent due hereunder earned but unpaid at the time of reletting plus interest thereon at the interest rate; (ii) the cost of recovering possession, including reasonable attorney's fees, (iii) the expenses of such reletting and of the collection of the rent accruing therefrom to satisfy the rent provided for in this lease to be paid, then Tenant shall pay to Landlord as damages a sum equal to the amount of the rental reserved and this lease for such period or periods, less the aggregate reasonable rental value of the premises for the remainder of lease term (calculated using a discount rate of equivalent to the Interest Rate defined in Section 12.1(b) or if the premises has been relet, the Tenant shall satisfy and pay any such deficiency upon demand therefore from time to time. Notwithstanding the foregoing, for the purposes of determining Tenant's liability to Landlord for its costs incurred in connection with reletting, such costs shall be fully amortized over and assumed five-year term of an assumed replacement lease, with Tenant's liability for such costs being limited to that portion of the amortized amounts which are properly allocable to the remainder of the term of this lease. In addition, Tenant agrees that Landlord may file suit to recover any sums falling due under the terms of this section 12, from time to time, and that no delivery to or recovery by Landlord of any portion due Landlord hereunder shall be any defense in any action to recover any amount not theretofore received by Landlord, nor shall such reletting be construed as an election on the part of the Landlord to terminate this lease unless a written notice of such intention be given to Tenant by Landlord. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this lease for such previous default.

12.2 Default by Landlord. Subject to section 3.2 hereof allowing for a 15 day repair period, if Landlord shall fail to perform any covenant or provision of this lease on its part to be performed and fail to remedy such failure within three (3) business days after Tenant shall have given Landlord written notice of such failure, then the same shall be an event of default and Tenant shall have all rights, powers and remedies available at law for equity (provided that if such default cannot be cured within said 3 business day period and Landlord has commenced to cure within said 3 business day period then such period shall be extended as may reasonably be required to cure such default so long as such cure is diligently pursued to completion as soon as possible thereafter). Without limiting the foregoing, in the event that (i) Landlord, for any reason, other than by reason of any default by Tenant, fails to fulfill any covenant or provision of this lease on its part to be performed, and (ii) such failure materially and adversely interferes with the conduct of Tenant's business, as reasonably determined by Tenant; and (iii) such failure is not remedied within three days after Landlord receives actual notice of such failure, then fixed rent shall be abated as of the date of such failure until such failure is remedied. Without limiting Tenant's rights set forth in this section 12.

12.3 Landlord's and Tenant's Right to Perform Other's Obligations. If one party fails to perform any one or more of its obligations hereunder, the other party shall have the right but not the obligation to perform all or any part of such obligations if the other party fails to do so upon thirty (30) days prior written notice of same. If one party performs the obligations of the other after complying with said thirty (30) day period, it shall provide the other party an invoice for its costs and expenses related to same (including but not limited

to reasonable attorney's fees). Upon receipt of such invoice therefore from the performing party, the other party shall reimburse the performing party for the all such costs and expenses of the performing party of performing such obligations plus (iii) interest thereon at the Interest Rate, from the date such cost were incurred until paid in full.

12.4 Attorneys Fees. In the event either party defaults in the performance of any of the terms, conditions, agreements or conditions contained in this lease and the other party places the enforcement of this lease, or any part thereof, or the collection of any rent due or other services due, or to become due hereunder or recovery of the possession of the premises, in the hands of an attorney who files suit upon the same, all reasonable attorney's fees for such action on either side shall be paid by the non-prevailing litigant.

13. Indemnity.

13.1 Tenant. Tenant agrees to indemnify and save Landlord harmless from and against all claims arising in or about the premises from any act or omission of Tenant, or Tenant's contractors, licensees, agents, invitees, servants or employees, or arising from any accident, injury or damage whatsoever (including but not limited to any person and/or to any property) caused by Tenant's negligence or any such act, omission or incident reasonably under Tenant's control as Tenant in the premises, , occurring during the lease term thereafter, so long as Tenant is in occupancy of any part of the premises. The indemnity and hold harmless agreement shall include, but not be limited to, indemnity against all reasonable costs, expenses and liabilities accrued in or in connection with such claim or proceeding brought their own, and the defense thereof with counsel acceptable to Landlord, and shall survive termination or earlier expiration of this lease.

13.2 Landlord. Landlord agrees to indemnify and save Tenant harmless from and against all claims arising in or about the Building, including but not limited to the Premises, from any act or omission of Landlord, or Landlord's contractors, licensees, agents, invitees, servants or employees, or arising from any accident, injury or damage whatsoever (including but not limited to any person and/or to any property) caused by Landlord's negligence or any such act, omission or incident reasonably under Landlord's control as Landlord of the premises, occurring during the lease term and thereafter. This indemnity and hold harmless agreement shall include, but not be limited to, indemnity against all reasonable costs, expenses and liabilities accrued in or in connection with any such claim or proceeding brought their own, and the defense thereof with counsel acceptable to Tenant. Landlord's obligations under this Section 13.2 shall survive termination or expiration of this Lease.

14. Insurance.

14.1 Insurance. Landlord, at its sole cost and expense, shall maintain during the lease term fire and extended coverage insurance insuring the Building and premises (excluding Tenant's goods, furniture or property placed in the premises and trade fixtures) against damage or loss from fire or other casualty normally insured against under the terms standard policies of fire and extended coverage insurance on the special causes of loss -100% replacement cost basis. Tenant shall be responsible for providing, at Tenants own expense all insurance coverage necessary for the protection against loss or damage from fire or other casualty any trade fixture, and Tenant's goods, furniture or other property placed in the premises. Landlord shall not be obligated to insure any of Tenant's goods, trade fixtures, furniture or other property placed in or incorporated in the leased premises. Upon request of either party, all such policies of insurance shall name such requesting party as an additional insured.

14.2 Liability Insurance. Landlord and Tenant shall each, at their respective expense, maintain a policy or policies of comprehensive general liability insurance, issued by an insurance company authorized to do business and in good standing in the State of Connecticut. Such insurance shall afford minimum protection of not less than \$1,000,000.00 per occurrence/\$2,000,000.00 aggregate for personal injury and \$300,000.00 per occurrence/\$300,000.00 aggregate for property damage, or combined single limit \$1,000,000.00 per occurrence/\$2,000,000.00 aggregate for personal injury and property damage.

14.3 Waiver of Subrogation. Landlord and Tenant each waive any and all rights to recover

against the other or against the agents such other party for any loss or damage to such waiving party in excess of deductible amounts arising from any cause covered by any property insurance required to be carried by such party pursuant to this lease or any other property insurance actually carried by such party to the extent of the limits of such policy. Landlord and Tenant, from time to time, will cause their respective insurers to issue appropriate waiver of subrogation rights endorsements to all property insurance policies carried in connection with the premises or the contents of the premises. Tenant agrees to cause all other occupants of the premises claiming by, under or through Tenant, to execute and deliver to Landlord such a waiver of claims and to obtain such waiver of subrogation rights endorsements.

15. Damage to Premises.

In the event of "substantial damage" (as hereinafter defined) to the premises by fire, the elements, or other casualty, Landlord shall have the option, exercisable within 30 days ("notice period") after such damage, to terminate this lease or to repair the premises. In the event of substantial damage to the premises, Tenant shall have the option to terminate this lease within the notice period. As used in this section, ("substantial damage") is damage which cannot reasonably be expected to be completed within 90 days of commencement of repairs. In the event of damage to premises which is not substantial, Landlord shall promptly repair the premises. If such damage renders the premises untenable in whole or in such part that it is impracticable to conduct Tenants business therein, the Base Rent and any additional rent hereunder shall abate until the damages have been repaired, based on the proportion that the {!00873526.DOC; v.} 10

unoccupied portion of the premises bears to the total premises. If the damage to the premises is not repaired by Landlord within reasonable time, or in any event within 90 days after such casualty, Tenant shall have the right to terminate this lease forthwith by giving the Landlord notice of such termination no later than 30 days after such 90 day period has elapsed. Said 90 day period shall be extended by any period, not to exceed 90 additional days, of time necessary as a result of delays caused by reasons beyond Landlord's control, including but not limited to, strikes, lockouts, war, unavailability of materials, prevailing weather conditions and actions of Tenant.

16. Condemnation.

If 25% or more the premises, or if access to the premises are taken by condemnation or any right of eminent domain, either party may terminate the lease. Such right of termination shall be effectuated by giving 30 days notice from one party to the other. If less than 25% of the premises are taken or if access thereto is not taken by condemnation or any right of eminent domain, fixed rent shall be reduced by the ratio that the rentable square footage of the portion of the premises so taken bears to the rentable square footage of the premises before such taking, effective as of the date when title vests in the condemning authority. Tenant shall have no claim against Landlord (or otherwise) as a result of such taking. Tenant shall have the right to participate in and receive damages and/or compensation for any such taking. Tenant hereby grants to Landlord all of the Tenants rights, if any, to such damages and covenants to execute and deliver such further instruments of assignment thereof as Landlord may from time to time request, provided that the limitations imposed upon Tenant by this section shall be conditioned upon Landlord diligently pursuing its rights to compensation and/or damages.

17. Subordination. Mortgagee Protection.

This lease is and shall be subordinate to any mortgage or mortgages now or hereafter encumbering the premises or any portion thereof or interest therein, without the necessity of any further documents. Such instrument shall provided that Tenant's use and occupancy of the premises shall not be disturbed by the mortgagee so long as Tenant performs all of its obligations under this lease. Tenant agrees to execute and deliver any further instruments which may be required to further effectuate said subordination and to attorn to the holder of any such mortgage if the holder subsequently becomes the owner of the premises, if such mortgagee shall require such attornment, upon demand of Landlord.

18. Notices.

All notices or demands, given or required to be given hereunder shall be in writing, and shall be deemed delivered hand-delivered, sent by United States certified mail, with proper postage prepaid, or by a nationally recognized overnight delivery service with proof of delivery, addressed to the party to be affected thereby, at the addresses for each Landlord and Tenant as

provided herein.

19. Expiration/Holdover.

At the expiration of the lease term, Tenant will quit and surrender the premises in as good a state and condition as it was on the commencement date, reasonable wear thereof excepted. Any nonconsensual holding over by Tenant shall not operate, except by written agreement, to extend or renew this lease, and no tenancy of any duration shall be created thereby, provided, however, if Tenant does hold over, without creating any additional estate in Tenant, the then fixed rent during the holding over period shall be the fixed rent in effect for the term immediately preceding the hold over period, plus an additional \$1,000 per month

20. Waiver of Trial by Jury: Waiver of notice.

Both parties hereby waves trial by jury in any action, proceeding or counterclaim brought by the other party or its successors or assigns on any matters arising out of or connected with this lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the premises and any emergency, statutory or other remedy.

21. Integration.

All understandings between Landlord and Tenant are incorporated herein and no prior representations, understandings or agreements from one party to the other shall be binding upon the parties. The terms hereof may be modified or altered only by written agreement between Landlord and Tenant.

22. Successors and Assigns.

Subject to the terms hereof, all of the terms of this lease shall inure to the benefit of and be binding upon the respective successors (and to the extent permitted hereunder) and assigns the parties hereto.

23. Governing Law.

This lease shall be governed by the law of the State of Connecticut.

24. Invalidity of Particular Provisions.

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

25. Recording.

Tenant shall not record this lease or any notice thereof, but upon request of Tenant Landlord shall execute and Tenant may record a memorandum of lease in a form reasonably acceptable to both parties.

26. Survival.

Without limitation, the obligations here under shall survive termination of this lease.

27. Environmental.

Each party covenants to and agrees with the other party that: (a) that it will not knowingly violate any environmental laws (as hereinafter defined); (b) that it will not knowingly use, store, dispose or generate any hazardous materials (as hereinafter defined) in, on, at or under the premises, except in strict compliance with environmental laws; (c) that it will not knowingly cause or permit any release, leak, discharge, spill, disposal, or emission of hazardous materials in, at, on, or under the premises; (d) to give notice to the other party immediately upon such party acquiring any knowledge of the presence of any hazardous materials at the premises or of any release, leak discharge, spill, disposal or emission of hazardous materials at the premises, with a full description thereof; (e) to give notice to the other party immediately of any notice of violation or potential violation of any environmental laws received by such party; and (f) to

promptly comply with any governmental requirements relating to the removal, treatment or disposal of hazardous materials caused by or resulting from its actions, inactions and/or business operations at the premises, and provide the other party with satisfactory evidence of such compliance.

Tenant covenants and agrees that it shall indemnify, hold harmless and defend Landlord and its successors and assigns as owner of the premises, from and against any and all liability, loss, damage, cost and expense (including, without limitation, attorneys fees, consultant fees, and experts fees), causes of action, suit, claim, demand or judgment against Tenant, Landlord and/or the premises of any nature pertaining to a violation by Tenant of the covenants set forth in the immediately preceding paragraph and/or of any nature resulting from the existence of hazardous materials at, in, on or under the premises as a result of any action, inaction and/or business operations of Tenant. The foregoing indemnification shall not apply in the event Landlord has caused the event or circumstance giving rise to the indemnification.

Landlord represents, to the best of its knowledge, that there is no hazardous material on the land on which the Building is located or in the Building, including its interior, systems or structures. If any hazardous material is discovered in or on the property during the lease term and the presence of such hazardous material is not due to the actions or omissions of Tenant, or its agents, employee or contractors, Landlord shall, at its sole cost and expense, completely remove or encapsulate all of such hazardous material strictly in accordance with all laws within 30 days after Landlord is notified of such discovery. If the removal of such hazardous material cannot be completed within said 30 day period, this period shall be extended for a reasonable additional time, provided Landlord has commenced the removal within 30 days after notice of discovery and proceeds diligently thereafter to effect such removal; provided however, that if either the presence for removal any hazardous material will prevent Tenant from carrying on its normal business operations for a period of more than 60 days, then Tenant may terminate this lease by giving notice to Landlord. The Base Rent and any additional rent shall abate equitably based on the practical non-availability of any portion of the premises for the purposes permitted by this lease due to the presence or removal of the hazardous material. If Landlord fails to commence and complete the removal of such hazardous material as provided above, this lease may be terminated by Tenant upon notice to Landlord given at any time up to the date of complete removal. Upon such termination, Tenant's obligations hereunder, including the obligation to pay rent, shall cease as of the date specified in the notice. Fixed rent shall be apportioned as of the date of termination and all prepaid fixed rent shall be repaid to Tenant.

Landlord covenants and agrees that it shall indemnify, hold harmless and defend Tenant and its successors and assigns as owner of the premises, from and against any and all liability, loss, damage, cost and expense (including, without limitation, attorneys fees, consultant fees, and experts fees), causes of action, suits, claim, demand or judgment against Tenant, Landlord and/or the premises of any nature pertaining to a violation by Landlord of the covenants set forth in the immediately preceding paragraph and/or of any nature resulting from the existence of hazardous materials at, in, on or under the premises as a result of any action, inaction and/or business operations of Landlord, Landlord's agents, employees, contractors, invitees, Tenants, successors, or assigns. The foregoing indemnification shall not apply in the event Tenant has caused the event or circumstance giving rise to the indemnification.

As used in this section, "environmental laws" means any and all present and future federal, state or local laws (whether common law, statute, rule, order, regulation or otherwise), permits, and other requirements of governmental authorities relating in any manner to the environment (land, air and/or water) or to any hazardous materials. As used in this section, "hazardous materials" means any and all present and/or future materials and/or substances which are in anyway prohibited, controlled or regulated by, or are otherwise defined as hazardous, toxic or controlled under, any environmental law.

Without limitation, the representations, covenants and obligations of the parties as set forth in this section shall survive any expiration or termination of this lease.

28. Quiet Enjoyment.

Landlord covenants and agrees that Tenant shall, and may quietly have, hold and enjoy the premises, subject to the terms and conditions set forth in this lease.

IN WITNESS WHEREOF, the parties hereto have executed this lease on the day and year first above written.

Signed, sealed and delivered
In the presence of:

Witness

Witness

Witness:

Witness:

Witness:

Witness:

Witness:

Witness:

Witness:

Witness:

Witness:

Witness:

Witness:

Witness:

Witness:

Witness:

LANDLORD:
THE TOWN OF BROOKLYN

By: _____
Austin Tanner

TENANT:
NORTHEAST REGIONAL
PROBATE COURT DISTRICT #26

Ashford

By: _____

Brooklyn

By: _____

Eastford

By: _____

Pomfret

By: _____

Putnam

By: _____

Thompson

By: _____

Woodstock

By: _____

STATE OF CONNECTICUT)
SS Brooklyn
COUNTY OF WINDHAM)

Personally appeared Austin Tanner, First Selectmen of THE TOWN OF BROOKLYN, signer and sealer of the foregoing instrument, and acknowledged the same to be his/her free act and deed, and the free act and deed of said, before me.

Commissioner of the Superior Court Notary Public

My Commission Expires:

STATE OF CONNECTICUT)
SS.
COUNTY OF WINDHAM)

Personally appeared _____, of NORTHEAST
REGIONAL PROBATE COURT DISTRICT #26, signer and sealer of the foregoing
instrument, and acknowledged the same to be his/her free act and deed, and the free act and
deed of said, before me.

Commissioner of the Superior Court Notary Public
My Commission Expires: