

Residential Lease Agreement

WITNESSETH: This Residential Lease Agreement (hereinafter referred to as "lease agreement" or "lease") is between you, the Tenants, **Orlando M. Pola and Wendy Banks Pola** (hereinafter referred to "Tenant" or "Tenants"), and the Landlord, **258 North Street, LLC, by Margaret Price, Managing Member** (hereinafter referred to as "Landlord"). You have agreed to rent the real property with improvements thereon located at **258 North Street, Ridgefield, Connecticut**, as more particularly set forth in the attached Exhibit A Legal Description, which is incorporated by reference as if set forth at length herein, (hereinafter referred to as "house" or "premises") for use as a primary private residence only, and subject to any and all existing encumbrances thereon:

- For the term of **TWENTY-FIVE (25) YEARS** (or until such term shall sooner cease and expire as hereinafter provided);
- To commence on the ~~30th~~ ^{8th} day of ~~November~~ ^{December}, 2017, and to end on the ~~31st~~ ^{7th} day of December, 2042 (or until such term shall sooner cease and terminate as hereinafter provided);
- For the annual rent of ~~██~~ utilities and other requirements as hereinafter provided, payable in advance each and every year during said term without any set off or deduction whatsoever, at the office of the Landlord or at such other place as the Landlord may designate, as follows: 258 North Street, LLC, c/o Ridgefield Supply Co., 29 Prospect Street, Ridgefield, CT 06877.
- One Hundred Percent (100%) of Property Taxes shall be paid by Tenant to 258 North Street, LLC, no later than sixty (60) days before said taxes are due to the Town of Ridgefield.

Redacted
WBP

THEREFOR: The parties hereto, for themselves, their heirs, distributees, executors, administrators, legal representatives, successors and assigns, hereby covenant as follows:

1. USE AND OCCUPANCY: The demised premises shall be occupied as the primary residence of the Tenants only. Tenant will not at any time use or occupy the demised premises in violation of any certificate of occupancy which may have been issued for the premises. In the event that any department, agency, commission or board of any state or locality shall hereafter at any time contend and/or declare by notice, violation, order or in any other official manner whatsoever that the premises hereby demised are used for a purpose which is a violation of such certificate of occupancy, or should Tenant allow said premises to be used for any illegal or immoral purposes, or should he do, or suffer to be done, in or about said premises any act or thing which may be a nuisance, annoyance, inconvenience or damage to the Landlord, Landlord's tenants or the neighborhood, then Tenant shall, upon five (5) days' written notice from Landlord, immediately discontinue any such use of said premises. Failure by Tenant to discontinue such use after such notice shall be considered a default in the fulfillment of a covenant of this lease and Landlord shall have the right to exercise any and all rights and privileges and remedies given to Landlord, in this lease.

2. **ALTERATIONS:** All alterations, decorations, installations, additions or improvements upon demised premises, made by either party, including all maintenance, repairs, outbuildings, improvements, paneling, decorations, partitions and the like, shall be done at Tenant's sole expense and, unless Landlord elects otherwise, become the property of Landlord, and shall remain up and be surrendered with, said premises, as part thereof, at the end of the term. In the event the Landlord shall elect otherwise, then such alterations, installations, additions or improvements made by Tenant upon the demised premises as the Landlord shall select, shall be removed by the Tenant and Tenant shall restore premises to the original conditions, at its own cost and expense, prior to the expiration of the term. If any fixture, equipment, improvement or installation aforesaid may or is required to be removed by the Tenant is not so removed by the Tenant prior to the expiration of this lease, then the Landlord may at its election deem that the same has been abandoned by the Tenant to the Landlord, but no such election shall relieve the Tenant of its obligation to pay the cost and expense of removing the same or the cost of repairing damage arising from such removal.

The Tenant shall not suffer or permit any mechanics' or artisans' or other liens to be filed or placed or exist against the fee of the demised premises not against the Tenant's leasehold interest in said premises by reason of work, labor, services or materials supplied or claimed to have been supplied to the Tenant, and nothing in this lease contained shall be deemed or construed in any way as constituting the consent or request of the Landlord, expressed or implied by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishings of any materials for any specific improvements, alteration or repair of or to the demised premises or any part thereof, nor as giving the Tenant any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any mechanics' or other liens against the fee of the demised premises. If any such mechanic's lien shall at any time be filed against the demised premises, the Tenant shall cause the same to be discharged of record within ten (10) days after the date of filing the same, at Tenant's expense, or, in addition to any other right or remedy of the Landlord, the Landlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit in Court or bonding and in any such event the Landlord shall be entitled, if the Landlord so elects, to compel the prosecution of an action for the foreclosure of such mechanic's lien by the lienor and to pay the amount of the judgment, if any, in favor of the lienor with interest, costs and allowances, all at Tenant's expense.

3. **REPAIRS AND MAINTENANCE OF THE PROPERTY:** Tenant shall take good care of the demised premises and the fixtures, roof, siding, septic, plumbing, heating, air conditioning, telephone and electric systems, and appurtenances located within the demised premises or its ceiling, and at its sole cost and expense maintain and repair the same as and when needed to preserve them in good working order and condition. The Tenant shall redecorate, paint, and renovate the said premises as may be necessary to keep them in repair and good appearance with the approval of the Landlord, in advance, in writing. All damage or injury to the demised premises and to its fixtures, appurtenances and equipment or to the building of which the same form a part caused by the Tenant, or resulting from fire, explosion, air-conditioning unit or system, short circuits, flow or leakage of water, steam or by frost or by bursting or leaking of pipes or plumbing works, caused by the Tenant, or any damage or injury caused by the Tenant in moving in or out of the building, or installing or removing any of the Tenant's property or fixtures, or from any other cause of any other kind or nature whatsoever due to carelessness, omission, neglect, improper conduct or other cause of Tenant, its servants, employees, agents or licensees shall be repaired and restored promptly by Tenant at its sole cost and expense to the satisfaction of Landlord. If Tenant fails to make such repairs and restorations, same may be made by Landlord at Tenant's expense. There shall be no

liability on the part of Landlord by reason of inconvenience, annoyance, or injury arising from Landlord, Tenant or others making any repairs, alterations or improvements in or to any portion of the building, or in or to fixtures, appurtenances, or equipment thereof, and no liability upon Landlord for failure of Landlord to make any repairs, alterations, additions, or improvements in or to any portion of the building or of demised premises, or in or to the fixtures, appurtenances or equipment thereof. The Tenant further agrees to keep said premises and all parts thereof in a clean and sanitary condition and free from trash, inflammable material and other objectionable matter.

Tenant further agrees that Landlord may construct, at Landlord's expense, a Paddock to be located in the far said of the outdoor riding ring on the property.

4. COMPLIANCE WITH LAWS AND REGULATIONS: Tenant at its sole expense shall comply with all laws, orders and regulations of Federal, State, County and Municipal Authorities, and with any direction of any public officer or officers, pursuant to law, which shall impose any violation, order or duty with respect to demised premises or the occupation thereof. Tenant shall not do or permit to be done any act or thing upon said premises, which will invalidate or be in conflict with fire insurance policies covering the building of which demised premises form a part, and fixtures and property therein, and shall not do, or permit to be done, any act or thing upon said premises which shall or might subject Landlord to any liability or responsibility for injury to any person or persons or to property by reason of any business or operation being carried on upon said premises or from any other reason.

5. SUBORDINATION: This lease is subject and subordinate to all ground or underlying easements, leases and to all mortgages which may now or hereafter affect such leases or the real property of which demised premises form a part, and to all renewals modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument or subordination shall be required by any mortgagee. In confirmation of such subordination, Tenant shall execute promptly any certificate that Landlord may request. Tenant hereby constitutes and appoints Landlord the Tenant's attorney-in-fact to execute any such certificate or certificates for and on behalf of Tenant.

6. LANDLORD'S LIABILITY: Landlord or its agents shall not be liable for any damage to property of Tenant, nor for the loss or damage to any property of Tenant. Landlord or its agents shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, electricity, water, rain or snow or leaks from any part of said building or from the pipes, appliances or plumbing works or from the roof, street, or sub-surface or from any other place or by dampness or by any other cause of whatsoever nature, nor shall Landlord or its agents be liable for any such damage caused by persons in said building; nor shall Landlord be liable for any latent defect or any existing or future condition in the demised premises; nor shall the Landlord be liable by reason of inconvenience, annoyance or injury to business arising from the Landlord, the Tenant or others making any repairs, alterations or improvements in or to any portion of the building or in or to fixtures, appurtenances, or equipment thereof. Tenant shall reimburse and compensate Landlord as additional rent within five (5) days after rendition of a statement for all expenditures made by or damages or fines sustained or incurred by Landlord due to non-performance or non-compliance with or breach or failure to observe any term, covenant or condition of this lease upon Tenant's part to be kept, observed, performed or complied with. Tenant shall give immediate notice to Landlord in case of fire or accidents in the demised premises or in the building or defects therein or in any fixtures or equipment.

7. INSURANCE: The Tenant further agrees to purchase and keep in full force and effect, during the entire lease term hereof, at the Tenant's sole expense, general liability insurance and (if applicable) workman's compensation insurance including employers liability, excess/umbrella liability insurance in companies acceptable to the Landlord to protect both the Landlord and the Tenant against any liability for damages or injuries to persons or property incident to the use of or resulting from any accident in or about said premises, from any cause whatsoever, in the amounts of \$1,000,000/\$2,000,000, it being the Tenant's responsibility hereunder to replace at its own expense any and all glass which may become broken in and on the demised premises. Certificates of all insurance policies required by any of the terms of this lease shall be promptly furnished to the Landlord and the Tenant shall submit to Landlord annually, on the anniversary date of this lease, copies of all paid premiums for any such insurance policies. The Tenant is to obtain a written obligation on the part of the insurance carriers to notify the Landlord in writing prior to any cancellation of insurance, and the Tenant agrees that if the Tenant does not keep such insurance in full force and effect the Landlord may take out the necessary insurance and pay the premium and the repayment thereof shall be deemed to be part of the rental and payable as such on the next day upon which the rent becomes due. Tenant agrees that it shall keep its fixtures, merchandise and equipment insured against loss or damage by fire with the usual extended coverage endorsements. It is understood and agreed that Tenant assumes all risk of damage to its own property arising from any cause whatsoever, including, without limitation, loss by theft or otherwise. Tenant further agrees to indemnify, and save harmless, the Landlord and its officers, directors, agents and employees from and against all liability (statutory or otherwise), claims, suits, demands, judgments, costs, interest and expenses, including counsel fees and disbursements incurred in the defense thereof to which the Landlord or any such officer, director, agent or employee may be subject or suffer whether by reason of, or by reason of any claim for, injury to, or death of, any person or persons or damage to property (including any loss of use thereof) or otherwise arising from or in connection with the use of, or from any work or thing whatsoever done in, any part of the premises during the terms of this lease, or arising from any condition of the premises due to or resulting from any default by the Tenant in the keeping, observance or performance of any covenant, agreement, term, provision or condition contained in this lease or from any act or negligence of the Tenant or any of its agents, contractors, servants, employees, licensees or invitees, whether the Landlord may be legally liable therefore or not.

8. ASSIGNMENT BY TENANT: Tenant, for itself, its heirs, distributees, executors, administrators, legal representatives, successors and assigns, expressly covenants that it shall not assign, mortgage or encumber this agreement, nor underlet, or suffer or permit the demised premises or any part thereof to be used by others, without the prior written consent of Landlord in each instance.

9. LANDLORD'S RIGHTS OF ENTRY: Tenant shall permit Landlord to erect, use and maintain, pipes and conduits in, under and through the demised premises. Landlord or Landlord's agents shall have the right to enter the demised premises at all times to examine the same, and to make such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable, and Landlord shall be allowed to take all material into and upon said premises that may be required therefor without the same constituting an eviction of Tenant in whole or in part. Nothing herein contained shall imply or impose any duty on the Landlord to perform such work.

If Tenant shall not be personally present to open and permit an entry into said premises, at any time, when for any reason an entry therein shall be necessary, Landlord or Landlord's agents may enter the same by a master key, or may forcibly enter the same, without rendering Landlord or such agents liable therefor (if during such entry Landlord or Landlord's agents shall accord reasonable

care to Tenant's property), and without in any manner affecting the obligations and covenants of this lease. Nothing herein contained, however, shall be deemed or construed to impose upon Landlord any obligation, responsibility or liability at any time, without the same constituting an actual or constructive eviction and without incurring any liability to Tenant therefor, to change the arrangement and/or location of entrances or passageways, doors and doorways, and corridors, elevators, stairs, toilets, parking areas or other public parts of the premises and to change the name, number or designation by which the building is commonly known.

10. DEFAULT: If the demised premises become vacant or deserted, or if Tenant fails to occupy the demised premises in the manner set forth in Paragraph 1 hereof, or if Tenant sells, assigns, underlets or mortgages this lease without the Landlord's consent, or if the Tenant shall file a petition in bankruptcy or be adjudicated bankrupt, or make an assignment for the benefit of creditors, or file any petition for any composition or plan for reorganization, or take advantage of any insolvency act, or fail to pay and discharge all taxes and assessments which shall during the terms of this lease be charged, laid, levied, assessed or imposed upon or become a lien upon the personal property of the Tenant, or if the Tenant defaults in fulfilling any other covenants of this lease, the Landlord may, at its sole option, with fifteen (15) days' notice to Tenants (in which time Tenant's must fully cure said default), terminate this lease, reenter the demised premises either by force or otherwise, dispossess the Tenant or its legal representative or any occupant of the demised premises by summary proceedings or otherwise and remove their effects, and the Tenant hereby waives the service of notice to quit or to institute legal proceedings to that end and the Landlord shall have all remedies herein set forth.

11. REMEDIES FOR DEFAULT: In case of any such default, reentry, expiration and/or dispossession by summary proceedings or otherwise, (a) the total of all rents due under this lease shall immediately thereupon become due and payable without credits or offsets; (b) Landlord may re-let the premises or any part or parts thereof, either in the name of Landlord or otherwise for a term which may at Landlord's option be less than or exceed the period which would otherwise have constituted the balance of the term of this lease and may grant concessions or free rent; and (c) Tenant shall also pay Landlord as liquidated damages for the failure of Tenant to observe and perform said Tenant's covenants herein contained, all the rent hereby reserved and/or covenanted to be paid. The failure or refusal of Landlord to re-let the premises or any part or parts thereof shall not release or affect Tenant's liability for damages. In computing such liquidated damages there shall be added to the above sums and deficiency such expenses as Landlord may incur in connection with re-letting, such as legal expenses, attorney's fees, brokerage and for keeping the demised premises in good order and for preparing the same for re-letting. Landlord may make such alterations, repairs, replacements and/or decorations in the demised premises as Landlord in Landlord's sole judgment considers advisable or desirable for the purpose of re-letting the demised premises which shall not operate or be construed to release Tenant from liability hereunder as aforesaid. Landlord shall in no event be liable in any way whatsoever for failure to re-let the demised premises, or in the event that the demised premises are re-let, for failure to collect the rent thereof under such re-letting. In the event of a breach or threatened breach by Tenant of any of the covenants or provisions hereof, Landlord shall have the right of injunction and the right to invoke any remedy allowed at law to sue for rent or other charges due either on a monthly basis or otherwise, or in equity as if re-entry, summary proceedings and other remedies were not herein provided for. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of demised premises, by reason of the violation by Tenant of any of the covenants and conditions of lease, or otherwise.

12. TERMINATION: In addition to all other rights and remedies proscribed under the terms of this lease, this lease shall be terminated in accordance with Paragraph 10 hereof in the event of:

- a. Abandonment of the premises. Tenants may not vacate the premises for more than five (5) months in any calendar year. Said five months need not be consecutive to constitute abandonment.
- b. Tenants cease to reside on the premises as their primary residence. Tenants shall supply Landlord with proof of residency once per annum, on or before December 31 each year.
- c. The death of the last to die of the Tenants.
- d. Subletting or Assigning this Lease Agreement.
- e. Permitting guests or other persons not named in this Lease Agreement to occupy the premises in excess of fourteen (14) days in any month.
- f. Failure to timely pay all property taxes and personal property taxes levied on the premises.
- g. Failure to maintain all Insurances required hereinabove. Tenants shall supply landlord with the necessary Certificates of Insurance annually.
- h. Violation of the Rules and Regulations, as hereinafter defined.
- i. Violation of fire, safety, health or criminal laws, regardless of whether or where arrest or conviction occurs.
- j. Tenant is arrested, convicted, given deferred adjudication, or pleads *nollo contendre* for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana or drug paraphernalia under state statute.
- k. Tenant, in bad faith, makes an invalid complaint to an official or employee of a utility company or the government.

Surrender, abandonment and eviction end Tenant's right of possession for all purposes and gives Landlord the immediate right to: clean up, make repairs in, and relet the house; and remove property left in the house. Surrender, abandonment and eviction affect Tenant's rights to property left in the house, but do not affect Landlord's mitigation obligations.

13. INDEMNIFICATION: If Tenant shall be in default in the observance of any term or covenant on Tenant's part to be observed or performed under or by virtue of any of the terms or provisions in any article of this lease, Landlord may immediately or at any time thereafter and without notice perform the same for the account of Tenant, including the prosecution or defense of any action or proceeding, all at Tenant's expense. In the event that the Tenant is in arrears in payment of any sums due under this lease, the Tenant waives the Tenant's right, if any, to designate the items against which any payments made by the Tenant are to be credited, and the Landlord may apply any payments made by the Tenant to any items the Landlord sees fit, irrespective of and notwithstanding any designation or request by the Tenant as to the items against which any such payment shall be credited. The Landlord reserves the right, without liability to the Tenant and without constituting any claim of constructive eviction, to suspend furnishing or rendering to the Tenant any property, material, labor, utility or other service, wherever the Landlord is obligated to furnish or render the same at the expense of the Tenant, in the event that the Tenant is in arrears in paying the Landlord therefor at the expiration of five (5) days after the rendition of any such bill or statement.

14. REPRESENTATIONS: Landlord or Landlord's agents have made no representations or promises with respect to the said building or demised premises except as herein expressly set forth or to induce the Tenant to rent the said premises or to enter into this lease. Nothing herein contained shall be construed as warranting that said premises are in good condition or fit or suitable for the use and purposes for which they are hereby let, and the Tenant herewith agrees that it has examined the premises and is fully satisfied with the physical condition thereof and will make all alterations and repairs necessary for its use of the premises. The taking possession of the demised premises by Tenant shall be conclusive evidence as against Tenant that it accepts same "as is" and that said premises and the building of which the same forms a part were in good and satisfactory condition at the time such possession was so taken.

15. CONDITION ON TERMINATION: Prior to the expiration of the term of this lease, Tenant shall quit and surrender to Landlord the demised premises, broom clean, in good order and condition, ordinary wear excepted, and Tenant shall remove all of its property. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this lease. If Landlord elects to treat Tenant as a hold-over from month to month, any concession of rent or agreement in respect of decorations or the like in the initial term shall not apply to such hold-over term or terms. If Tenant fails to remove all effects from the premises, either upon the termination of its possession of the premises or upon the termination of this lease, the Landlord, at its option, may remove the same in any manner that the Landlord may choose and may elect to store or otherwise dispose of the said effects without liability to the Tenant for loss thereof, at Tenant's expense; or, the Landlord, at its option, without notice, may sell such effects, or any of the same, at private sale and without legal process, for such prices as Landlord may obtain, and apply the proceeds of such sale against any amounts due under this lease from the Tenant to the Landlord and against the expense incident to the removal and sale of such effects, rendering the surplus, if any, to the Tenant.

16. HOLDING OVER: In the event that the Tenant shall remain in the demised premises after the expiration of the term of this lease without having executed a new written lease with the Landlord, such holding over shall not constitute a renewal or extension of this lease. The Landlord may, at its option, elect to treat the Tenant as one who has not removed at the end of his term, and thereupon be entitled to all the remedies against the Tenant provided by law in that situation, or the Landlord may elect, at its option, to construe such holding over as a tenancy from month to month, subject to all the terms and conditions of this lease, except as to duration thereof, and the monthly rent shall be fixed at the then-current rental rate per month, to be paid in advance.

17. PEACEFUL POSSESSION: Landlord covenants and agrees with Tenant that upon Tenant paying the rent and observing and performing all the terms, covenants and conditions, on Tenant's part to be observed and performed, Tenant may peaceably and quietly enjoy the premises hereby demised subject, nevertheless, to the terms and conditions of this lease. Tenant acknowledges

18. OBLIGATION TO PAY RENT AND OTHER CHARGES: This lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on the part of Tenant to be performed (including but not limited to the payment of taxes and insurance) shall in no wise be affected, impaired or excused and Landlord shall have no responsibility or liability because Landlord does not fulfill any of its obligations under this lease or to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making repairs, additions, alterations, or decorations or does not supply or is delayed in supplying any equipment or fixtures if Landlord does so because of strike or labor troubles or any

outside cause whatsoever including, but not limited to accidents, repairs, government preemption or by reason of any law, rule, recommendation, request, order or regulation of any department or subdivision thereof of any government authority, agency or subdivision, or by reason of the conditions of supply and demand which have been or are affected by any emergency, shortage or crisis, including, but not being limited to, highway or street repair, changes or restrictions in the flow of traffic, and condemnation or razing of adjacent buildings or because of the breakdown of any equipment or any other cause beyond the Landlord's control. No diminution or abatement of rent, or other compensation, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the building or to its appliances nor for any space taken to comply with any law, ordinance, or order of a governmental authority.

19. UTILITIES AND REPAIRS: Landlord reserves the right to stop the heating, plumbing and electric systems, when necessary, by reason of accident, or emergency, or for repairs, alterations, replacements or improvements until same have been completed.

20. REAL ESTATE TAXES; PERSONAL PROPERTY TAXES; SEWER TAXES: Tenant shall pay, in addition to the rent set forth above, any and all real estate taxes assessed on the premises. Tenant shall pay, in addition to the rent set forth above, any and all personal property taxes, sewer use taxes, and all other taxes assessed on the personal property located in and around the premises.

21. RULES AND REGULATIONS: Tenant and Tenant's servants, employees, agents, visitors, and licensees shall observe faithfully, and comply strictly with such reasonable Rules and Regulations as Landlord or Landlord's agents may from time to time promulgate, adopt or amend, and which Landlord may deem desirable for the safety, care, cleanliness and use of the premises, and for the preservation of good order therein, which rules, when so made and notice thereof given to the Tenant, shall have the same force and effect as if originally made a part of this lease. Preliminary Rules and Regulations, which may be amended from time to time, are attached hereto as Exhibit B. Such other and further rules shall not, however, be inconsistent with the proper and rightful enjoyment by the Tenant of the demised premises.

22. CHANGES AND WAIVER: This lease or any covenant, agreement or conditions contained herein cannot be terminated, altered, waived or modified in any way on behalf of the Landlord except by an instrument in writing. Receipt of rent shall not be deemed or construed to be a waiver of any other rent or charges due or of the rights of the Landlord under a breach of any covenants or conditions herein contained, nor shall any waiver be claimed as to any provisions of this lease unless the same be in writing. Acceptance of the keys shall not be tantamount to or evidence of a surrender. The failure of Landlord to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this lease, or any of the Rules and Regulations set forth or hereafter adopted by Landlord, shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation.

23. UTILITIES: The Tenant will directly pay all charges for electricity, water, heat, air conditioning, garbage and refuse removal, sidewalk snow removal and all other utilities and expenses incurred by and/or associated with the premises.

24. PARKING AREAS: The Tenant may use the parking areas provided by the Landlord from time to time, subject to the rules and regulations issued by the Landlord. The Tenant, at its sole cost and expense, shall keep and maintain the parking areas adjacent to the leased premises clear of

obstructions, and shall use reasonable efforts to keep the said parking areas free of dirt, snow, debris and other unsightly materials.

25. GARBAGE: All garbage and refuse shall be kept in the kind of container specified by Landlord and shall be placed outside of the leased premises prepared for collection in the manner and at the times and places specified by Landlord. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at Tenant's cost. Tenant shall pay the cost of removal of any of Tenant's refuse and rubbish.

26. MULTIPLE TENANTS: Each Tenant is jointly and severally liable for all lease obligations. If Tenant or any guest violates this Lease Agreement or rules, all Tenants are considered to have Violated the Lease Agreement. Notices and requests from any Tenant (including notices of lease termination, repair requests, and entry permissions) constitute notice from all Tenants

27. LEAD PAINT DISCLOSURE: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. The premises may contain lead based paint in all areas. The basis for this knowledge is that the premises were constructed prior to 1978. Tenant acknowledges the presence (or potential presence) of lead based paint in the premises.

28. LIEN OF LANDLORD: The Landlord is hereby granted a lien, in addition to any statutory lien or right to distrain that may exist, on all personal property of the Tenant in or upon the demised premises, to secure payment of the rent and performance of the covenants and conditions of this lease. The Landlord shall have the right, as agent of the Tenant to take possession of any furniture, fixtures or other personal property of the Tenant found in or about the premises and of all laws exempting property from execution, levy and sale on distress or judgment.

29. RECORDING: Tenant shall not record this lease without the written consent of Landlord. However, upon the request of either party hereto the other party shall join in the execution of a memorandum or so-called "short form" notice of this lease for the purposes of recordation. Said memorandum or notice of this lease shall describe the parties, the leased premises and the term of this lease and shall incorporate this lease by reference.

30. CONSENT TO JURISDICTION: This agreement shall be deemed to have been made in the State of Connecticut, and shall be interpreted, and the rights and liabilities of the parties here determined, in accordance with the laws of that State and as part of the consideration for the Landlord's executing this lease. Tenant hereby agrees that all actions or proceedings arising directly or indirectly from this lease shall be litigated only in the Courts of the State of Connecticut and Tenant hereby consents to the jurisdiction of any court located within that State and waives the personal service of any and all process upon Tenant herein, and consents that all such service of process may be made by certified or registered mail, return receipt requested, directed to the Tenant at the address hereinabove stated; and service so made shall be complete five (5) days after the same shall have been posted as aforesaid. **WAIVER OF JURY TRIAL.** To minimize legal expenses and, to the extent allowed by law, a trial of any lawsuit or claim whatsoever, based on statute, common law, and/or related to this Lease Agreement, shall be to a judge and not a jury.

31. WORD USAGE: As used in this indenture of lease and when required by the context, each number (singular or plural) shall include all numbers, and each gender shall include all genders;

and unless the context otherwise requires, the word "person" shall include "corporation, firm or association."

32. CHANGES TO BE IN WRITING: No changes or other modification of this lease shall be binding upon a party to this lease unless in writing and signed by a duly authorized officer or agent of the party to be charged therewith.

33. 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 of this lease shall be valid and be enforced to the fullest extent permitted by law.

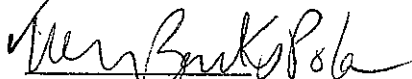
34. PROVISIONS BINDING, ETC.: Except as herein otherwise expressly provided, the terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns, respectively, of Landlord and Tenant.


35. NOTICES: All notices and demands, legal or otherwise, incidental to this lease, or the occupation of the demised premises, shall be in writing. Any notice or demand shall be sufficient if sent by registered or certified mail, addressed to the Tenant at the demised premises, or to the Landlord at the place for payment of rent.

This is a binding document. Read carefully before signing.

Tenants


Orlando M. Pola


Wendy Banks Pola

~~Owner Landlord~~
258 North Street, LLC
By 
Margaret Price managing member

Address and phone number of Landlord for notice and rent payment purposes:

Margaret Price

c/o Ridgefield Supply Co.

29 Prospect Street

Ridgefield, CT 06877

Date this Lease Contract is executed: December 8, 2017

EXHIBIT A

ALL THOSE certain piece, parcel or tract of land, together with the buildings and improvements thereon, situated in the Town of Ridgefield, County of Fairfield, and State of Connecticut, designated as Parcel 2 as shown on that certain map entitled "Map Showing Subdivision of Property Owned By Ethel O. Conklin Ridgefield, Connecticut" Scale: 1" = 60' Total Area = 19.395 Ac., which map is certified "substantially correct" by Andrew G. Viggiano, L.S. No. 7918 Ridgefield, Conn., February 10, 1989, July 11, 1989, November 7, 1989, which map is filed in the Office of the Town Clerk of Ridgefield as Map No. 7702A.

Together with an easement or right of way for the purposes of ingress and egress and the installation and maintenance of utilities over, upon, and under the accessway as shown on said map.

Together with an easement or right of way over the existing drive as shown on said map to the extent if presently exists and serves said Parcel 2.

Subject to:

1. Any and all provisions of any ordinance, municipal regulation, or public or private law.
2. Taxes to the Town of Ridgefield, hereinafter due and payable.
3. Notes, conditions, symbols, and easements as show on said map.
4. Easements, covenants, conditions and restrictions as set forth or referred to in a certain deed to Orlando M. Pola and Wendy Banks Pola dated January, 1992 recorded in Volume 442 at Page 561 of the Ridgefield land Records.

EXHIBIT B:

RULES AND REGULATIONS

The following shall constitute the initial Rules and Regulations of the demised premises, which shall be subject to modification by Landlord upon written notice to Tenant:

1. **LIMITATIONS ON CONDUCT.** The premises and property reserved for Tenant's private use must be kept clean. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. Tenant may not anywhere in the premises: use candles or use kerosene lamps or kerosene heaters without Landlord's prior written approval; or solicit business or contributions. Absent Landlord's written agreement, conducting any kind of business (including child care services) in the premises is prohibited, except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to the premises for business purposes.

Landlord may exclude from the house and property guests or others who, in Landlord's discretion and judgment, have been violating the law, violating the parties' Lease Agreement or any premises rules, or disturbing other residents, neighbors, visitors, or owner representatives. Landlord may also exclude from any outside area a person who refuses to show photo identification or refuses to identify himself or herself as a guest.

In accordance with applicable law, Tenant shall notify Landlord if Tenant, or any occupants, are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. Tenant shall notify Landlord if Tenant registers as a sex offender in any state. Informing Landlord of criminal convictions or sex offender registry does not waive Landlord's right to evict Tenant.

2. **PROHIBITED CONDUCT.** Tenant and Tenant's guests may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others in or near the premises; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm on the premises; bringing hazardous materials onto the premises; or injuring Landlord's reputation by making bad faith allegations against Landlord to others.
3. **PARKING.** Landlord may regulate the time, manner and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. Landlord may have unauthorized or vehicles towed under an appropriate statute. A vehicle is unauthorized on the premises if it:

(1) has a flat tire or other condition rendering it inoperable; or

(2) is on jacks, blocks or has wheel(s) missing; or

(3) has no current license or no current inspection sticker; or

(4) blocks another vehicle from entering / exiting.