

## LEASE AGREEMENT

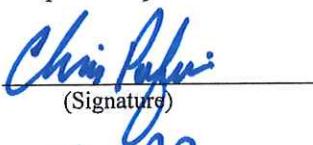
This Lease is hereby made by and between the **TOWN OF WATERFORD**, (hereinafter "Town") a municipal corporation, Landlord, and the **OSWEGATCHIE FIRE COMPANY NO. 4, INC.**, (hereinafter "Company") a not-for-profit corporation, Tenant, in furtherance of an Agreement between the Town and the Company which memorializes the continued working relationship between the Parties Said Agreement is incorporated hereto and shall function as a part of this Lease. (See Exhibit A)

### **SIGNATURES OF LANDLORD AND TENANT**

TENANT:

Oswegatchie Fire Company No. 4, Inc.,  
a not-for-profit Corporation

By:



Name:  
Title:

Chris Pufu  
Chief

LANDLORD:

Town of Waterford, a municipal  
Corporation

By:



Name: Robert J. Brule  
Title: First Selectman

### **TERMS AND CONDITIONS**

#### **1. DEFINITIONS AND KEY BUSINESS TERMS.**

- (a) The "Effective Date" of the Lease shall be TBD.
- (b) "Building" means the building located at 441 (and a portion of 439) Boston Post Road, Waterford, Connecticut 06385.
- (c) "Premises" means that certain TBD square feet of rentable area located on the first floor of the Building designated as the new Oswegatchie Fire Station. A description of the leased Premises appears in Exhibit "B".
- (d) The "Lease Term" or "Term" shall be twenty (20) years, renewable by agreement of the parties.

(e) "Landlord's Address for Receipt of Notice" shall be *Office of the First Selectman, Town of Waterford, 15 Rope Ferry Road, Waterford, CT 06385.*

(f) Tenant's Address for Receipt of Notice" shall be 441 Boston Post Road, Waterford, Connecticut.

2. GRANT OF A PORTION OF THE PREMISES TO TENANT.

Tenant leases a portion (See Oswegatchie Fire Company No. 4, Inc. Space Requirements in Exhibit B) of the Premises from Landlord upon the terms and conditions stated in this Lease. Tenant will also have the non-exclusive right to use for fire fighting purposes and other Company business, other areas of the Building designated by Landlord from time to time as common and town space, pursuant to all directives of the Town Director of Fire Services for those areas of the Town Building, as amended as the Town deems necessary from time to time. The Company acknowledges the Town as owner and operator of the Fire Station is vested with the authority to establish and amend (with reasonable notice) building rules, procedures and protocols. The Town intends to develop such rules in collaboration with the Oswegatchie Fire Company No. 4, Inc. in order to create a building environment which meets the operational needs of both organizations.

3. TERM OF THE LEASE.

The term of the lease shall be for a term of 20 years, upon completion of the new firehouse facility, with the potential to renew by agreement of the parties for an additional period of not less than 10 years.

4. RENT.

Nominal Rent of \$1.00 per year is due on the first of January of every calendar year. No other operating charges above and beyond the dollar shall be paid by the Tenant.

5. USE OF LEASED PREMISES.

Tenant shall use the leased Premises and any other areas of the building made available to the Company for the purpose of meeting its obligations under the aforementioned Town-Company Agreement, to advance the mission of providing fire fighting, training, recruitment, retention and fire safety educational activities for the Town as well as conduct the organizational business of the Company. The Parties mutually anticipate that such use of non-leased portions of the building may include but is not necessarily limited to regular scheduled use of the main station meeting room for departmental business as well as additional use of the meeting space to be scheduled as needed through the Town; access to storage of gear equipment and apparatus in responding to incidents, use of the kitchen both for scheduled functions as well as incidental use in a manner consistent with building and Town Fire Department rules,

access sleeping quarters as part of the departmental participation to events warranting extended stays in the building. Tenant shall not use the leased Premises for any unlawful purpose or in any manner that in Landlord's reasonable opinion will constitute waste, nuisance or unreasonable annoyance to Landlord or any other use of the Building. Maintenance of the leased Premises are the responsibility of the Landlord. Use of the leased Premises and all other parts of the building is subject to all rules, policies and procedures established by the Town as amended as necessary over time. Tenant shall not generate, use, store, or cause or permit the escape, disposal or release of any Hazardous Materials in or about the Building or the Land. "Hazardous Materials" shall mean any substance, material or other item designated as hazardous or toxic under any applicable federal, state or local laws and the regulations adopted thereunder and any substance whose presence in Landlord's reasonable judgment could be detrimental to the Building or the Land or hazardous to health or the environment.

6. SERVICES AND UTILITIES.

Landlord will furnish to the leased Premises heating, ventilation and air-conditioning ("HVAC") during hours of operation defined in the Use of the leased Premises section above during the seasons they are required at levels of temperature and humidity that are comfortable and consistent with the services supplied by other commercial buildings in the neighborhood. Tenant shall not install any equipment in the leased Premises or elsewhere in the building that generates excessive heat. "Excessive heat" shall be deemed to result from the installation of machinery or equipment, other than normal office machinery and equipment, in an area not engineered for such office machinery and equipment, or the installation and concurrent operation of a number of normal office machines or pieces of equipment in an area not engineered for such a concentration. Landlord will provide electricity, water, elevator service, exterior window-cleaning service, and all grounds maintenance, including snow removal. Landlord reserves the right to curtail or suspend any utility, service or Building system when necessary or desirable in the reasonable judgment of Landlord, by reason of accident, emergency, repairs, alterations, replacements or improvements or any other reason whatsoever, until such cause has been removed or remedied. Landlord shall provide office cleaning service and trash removal for the leased Premises. All other services not specified in this Lease for the leased Premises will be the Tenant's responsibility using contractors or vendors approved by Landlord. Such approvals will be provided in a timely manner through an agreement with the Director of Fire Services.

7. MAINTENANCE AND REPAIRS.

Tenant shall keep and maintain the leased Premises and all fixtures and equipment located therein in clean, safe and sanitary condition and in compliance with all legal requirements, shall take good care thereof and notify the landlord for requested repairs thereto, shall suffer no waste or injury thereto, and at the expiration or earlier termination of the Lease Term, shall surrender the leased Premises in the same order and condition in which they were on the Lease Commencement Date (ordinary wear and tear consistent with the permitted use hereunder excepted). All injury, breakage and damage to the

leased Premises and to any other part of the Building or the Land caused by any act or omission of any invitee, agent, employee, subtenant, assignee, contractor, client, family member, licensee, customer or guest of Tenant (collectively "Invitee") or Tenant, shall be repaired or replaced (as applicable) by and at Tenant's expense, after requesting said repair or replacement and after affording Tenant a reasonable period of time to respond, Landlord shall have the right at Landlord's option to make any such repair or replacement and to charge Tenant for all costs and expenses incurred in connection therewith. Maintenance and repair of leased areas, facilities, finishes and equipment (including, but not limited to, telecommunications and computer equipment, kitchen/galley/coffee equipment, and all other furniture, finishings and equipment of Tenant and any alterations (as hereinafter defined) made by Tenant) shall be the sole responsibility of Tenant. Landlord shall have the right to require Tenant, at Tenant's sole expense, to enter into maintenance contracts with duly qualified contractors satisfactory to Landlord in all respects providing for good, workmanlike, first-class and prompt maintenance and repair of such areas, facilities, finishes, equipment and alterations as may be designated by Landlord in its reasonable discretion. Landlord shall keep the exterior walls, load bearing elements, foundations, pipes and conduits, roof and common areas that form a part of the Building, and the Building standard mechanical, electrical, HVAC and plumbing systems that are provided by Landlord in the operation of the Building, clean and in good operating condition and, shall make all required repairs thereto.

#### 8. ALTERATIONS.

Upon completion of construction, Tenant shall accept delivery of the leased Premises on the Delivery Date in "as is" condition as of the Effective Date. Tenant shall not make or permit anyone to make any alteration in or to the leased Premises or the Building without Landlord's prior written consent, which consent may be granted, withheld, or conditioned in Landlord's reasonable discretion. If any alteration is made without Landlord's prior written consent, then Landlord shall have the right, in addition to the right to exercise all other available remedies, at Tenant's expense to remove and correct such alteration and restore the leased Premises and the Building to their condition immediately prior thereto or to require Tenant to do the same. If any lien (or a petition to establish a lien) is filed in connection with any alteration, then Tenant shall discharge such lien (or petition) at Tenant's expense within ten (10) days after the filing of such lien by the payment thereof or filing of a bond acceptable to Landlord. Alterations to the leased Premises or the Building made by either party and all fixtures attached thereto shall immediately become Landlord's property and shall remain upon and be surrendered with the leased Premises at the expiration or earlier termination of the Lease Term. Tenant shall have the right to remove from the leased Premises all of Tenant's personal property, furniture, fixtures and equipment, so long as any repairs required after the removal has been completed are performed at Tenant's expense. If any property is left in the leased Premises beyond sixty (60) days by Tenant upon expiration or earlier termination of the Lease Term, then the same shall, at Landlord's option be deemed abandoned and shall thereupon become Landlord's property and shall be surrendered with the leased Premises as a part thereof and Landlord shall have the right to dispose of all

such property without any liability or obligation to account to Tenant or to any party having any interest in such property.

9. SIGNS.

Except for Oswegatchie Fire Company No. 4, Inc. bulletin board in agreed upon location, Tenant shall not paint, affix or otherwise display on any part of the exterior or interior of the Building (or any part of the leased Premises which is visible from outside the leased Premises) any sign, advertisement or notice without the Landlord's prior approval.

10. COVENANTS OF TENANT.

Tenant further covenants and agrees as follows:

10.1 Assignment or Subletting. Tenant shall not transfer or assign its interest in this Agreement or sublet the leased Premises, in whole or in part, without the Landlord's prior written consent.

10.2 Insurance. Tenant shall be responsible for its personal property and equipment of located within the leased Premises, including the provision of such amounts of insurance or contents as Tenant shall deem advisable.

10.3 Maintenance.

11. LIABILITY OF LANDLORD AND TENANT.

Landlord, its employees and agents shall not be liable to Tenant, any invitee or any other person or entity for any damage (including indirect and consequential damage), injury, loss or claim (including claims for the interruption of or loss to business) based on or arising out of any cause whatsoever (except for liability caused by the negligence or intentional act of Landlord or as otherwise provided in this Section), including without limitation repair to any portion of the leased Premises or the Building; interruption in the use of the leased Premises or any equipment therein; any accident or damage resulting from any use or operation (by Landlord, Tenant or any other person or entity) of elevators or heating, cooling, electrical, sewerage, or plumbing or mechanical equipment or apparatus; termination of this Lease by reason of damage to the leased Premises or the Building; fire, robbery, theft, vandalism, mysterious disappearance or any other casualty; actions of any other occupant of the Building or of any other person or entity; failure or inability to furnish any service specified in this Lease; leakage in any part of the leased Premises or the Building from water, rain, ice, snow or other cause that may leak into, or flow from, any part of the leased Premises or the Building or the Land, or from drains, pipes or plumbing fixtures in the leased Premises or the Building or the Land. If any condition exists which may be the basis of a claim of constructive eviction, then Tenant shall give Landlord written notice thereof and a reasonable opportunity to correct such condition, and in the interim Tenant shall not claim that it has been constructively evicted.

or is entitled to a rent abatement. Any property placed by Tenant or Invitees in or about the leased Premises, the Building or the Land shall be there at the sole risk of Tenant, and Landlord shall not in any manner be responsible therefor. Any non-fire service related activities or events will be conducted in a manner consistent with the requirements of the Town's liability carrier (regarding insurance or hold harmless agreements).

12. TENANT'S INDEMNITY.

Tenant shall reimburse Landlord for, and shall indemnify, defend upon request and hold Landlord, its employees and agents harmless from and against, all legal liability (including attorneys' fees) suffered by or claimed against Landlord, directly or indirectly, based on or arising out of, in whole or in part, Tenant's negligence in use and occupancy of the leased Premises or the business conducted therein.

13. LANDLORD'S INDEMNITY.

Landlord shall reimburse Tenant for, and shall indemnify, defend upon request and hold Tenant, its employees and agents harmless from and against, all legal liability (including attorneys' fees) suffered by or claimed against Tenant, directly or indirectly, based on or arising out of, in whole or in part, Landlord's negligence in the operation of the Building.

14. RULES.

Tenant and Invitees shall observe the rules specified in Exhibit C. Tenant and Invitees shall also observe any other rule that Landlord may promulgate for the operation or maintenance of the Building, provided that notice thereof is given and such rule is not inconsistent with the provisions of this Lease, including directives of the Director of Fire Services, subject to appeal of such directive to the Office of the First Selectman.

15. DAMAGE OR DESTRUCTION.

If the leased Premises or the Building are totally or partially damaged or destroyed thereby rendering the leased Premises totally or partially untenantable, then Landlord and Tenant each shall have the right to terminate this Lease as of the sixtieth (60th) day after such damage or destruction by giving written notice of termination within forty-five (45) days after the occurrence of such damage or destruction. If this Lease is not terminated as a result of such damage or destruction, then Landlord shall bear the expenses of such repair and restoration of the leased Premises and the Building; provided, however, that if such damage or destruction was caused by the act or omission of Tenant or any Invitee, then Tenant shall pay the amount by which such expenses exceed the insurance proceeds, if any, actually received by Landlord on account of such damage or destruction; and provided further, however, that in no event shall Landlord be required to repair or restore any work and materials not deemed by Landlord to be building standard work and materials, any alteration previously made by Tenant or any of Tenant's trade fixtures, furnishings, equipment or personal property.

16. COVENANTS OF LANDLORD.

Landlord covenants that if Tenant shall perform timely all of its obligations, then, subject to the provisions of this Lease, Tenant shall during the Lease Term peaceably and quietly occupy and enjoy possession of the leased Premises without hindrance by Landlord or anyone claiming through Landlord. Landlord reserves the right to change the arrangement and location of entrances, passageways, doors, doorways, corridors, elevators, stairs, toilets or other public parts of the Building, and, in connection with such work, to temporarily close door entry ways, common or public spaces and corridors of the Building so long as the leased Premises remain reasonably accessible; erect, use and maintain pipes and conduits in and through the leased Premises; grant to anyone the exclusive right to conduct any particular business in the Building not inconsistent with the permitted use of the leased Premises; the sidewalks and other exterior areas, including any antenna rights or rights in any air space; install and display signs, advertisements and notices on any part of the exterior or interior of the Building; install such access control systems and devices as Landlord deems appropriate; create easements over the leased Premises and in the entrances, aisles and stairways of any parking areas for utilities, telephone lines, sanitary sewer, storm sewer, water lines, pipes, conduits, drainage ditches, sidewalks, pathways, emergency vehicles, and ingress and egress for the use and benefit of others, without Tenant joining in the execution thereof and the Lease shall automatically be subject and subordinate thereto; and alter the site plan, landscaping, walkways and common areas outside the Building within the context of general site improvements, repairs and maintenance.

17. GENERAL PROVISIONS.

(a) All notices or other required communications shall be in writing and shall be deemed duly given only when delivered in person (with receipt therefor), or when sent by certified or registered mail, return receipt requested, postage prepaid, to the following addresses: (i) if to Landlord, at the Landlord Address for Notices, (ii) if to Tenant, at the Tenant Address for Notices. Landlord may, but shall not be obligated to, give notice through an attorney or other agent. Either party may change its address for the giving of notices by notice given in accordance with this Section.

(b) Each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. If any provision or its application to any person or circumstance shall to any extent be invalid or unenforceable, then such provision shall be deemed to be replaced by the valid and enforceable provision most substantively similar thereto, and the remainder of this Lease and the application of such provision to other persons or circumstances shall not be affected.

(c) Feminine, masculine or neuter pronouns shall be substituted for those of another form, and the plural or singular shall be substituted for the other number, in any place in which the context may require.

(d) The provisions of this Lease shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns, subject to the provisions herein restricting assignment or subletting.

(e) Landlord and its designees may enter the leased Premises with at least 24 hour notice and with the prior approval of the Company, to examine, inspect or protect the leased Premises and the Building, to make such alterations or repairs as Landlord may deem necessary.

(f) This Lease may be executed in multiple counterparts, each of which is deemed an original and all of which constitute one and the same document.

(g) Neither this Lease nor a memorandum thereof shall be recorded.

(h) Landlord reserves the right to make reasonable changes to the plans and specifications for the Building without Tenant's consent, provided such changes do not alter the character of the Building as a Fire Station.

(i) If Landlord is in any way delayed or prevented from performing any obligation due to fire, act of God, governmental act or failure to act, labor dispute, inability to procure materials or any cause beyond Landlord's reasonable control (whether similar or dissimilar to the foregoing events), then the time for performance of such obligation shall be excused for the period of such delay or prevention and extended for the time necessary to compensate for the period of such delay or prevention.

(j) The person executing this Lease on Tenant's behalf warrants that such person is duly authorized to so act. If more than one (1) party constitutes Tenant hereunder, the liability of each such party shall be joint and several for all purposes hereunder.

END OF TERMS AND CONDITIONS

EXHIBITS FOLLOW

EXHIBIT A  
OSWEGATCHIE FIRE COMPANY NO. 4, INC. AGREEMENT  
WITH THE TOWN OF WATERFORD

Vol 251 1924

A G R E E M E N T

THIS AGREEMENT, made this <sup>5<sup>th</sup></sup> day of August, 1979, by and between the TOWN OF WATERFORD, a municipal corporation located in the County of New London and State of Connecticut, hereinafter called "Town" and the OSWEGATCHIE FIRE COMPANY, NO. 4, INC., a Connecticut non-stock corporation situated in the Town of Waterford, County of New London and State of Connecticut, hereinafter called "Company".

WHEREAS, the Town has annually made appropriations to support the activities of the Company, and;

WHEREAS, the Company is desirous of continuing to receive said appropriations, and;

WHEREAS, the Town wishes to be assured that the Company will continue to provide fire fighting service to the Town.

NOW, THEREFORE, it is agreed as follows:

(1) The Company agrees that in consideration of said appropriations that it will continue to provide fire fighting service to the Town.

(2) The Company agrees that should it cease to provide such fire fighting service other than as a result of circumstances beyond its control, or should the Company be dissolved, it will convey the premises described on Schedule "A", attached hereto and made a part hereof, to the Town at no cost to said Town.

(3) No mortgage shall be placed upon the within described premises after the date of this agreement without the written consent of the Town.

(4) The Town will continue to make annual appropriations to the Company in an amount to be determined by the Town.

(5) This agreement shall be binding on the parties and their successors or assigns, and shall be deemed a covenant running with the land.

IN WITNESS WHEREOF, the parties have set their hands and seals the date first above written.

TOWN OF WATERFORD

Ralph R. Dupont

Lawrence P. Mettencourt  
First Selectman

John A. McGarry

OSWEGATCHIE FIRE COMPANY NO. 4, INC.

Ralph R. Dupont

By: R. Alan Rheaume Chief  
R. Alan Rheaume  
Chief

John A. McGarry

Judith L. McTalff

By: E. J. Rousseau  
E. J. Rousseau  
Chairman, Executive Board

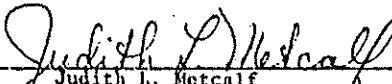
Susan J. Lute

VOL 251 PAGE 926

STATE OF CONNECTICUT } ss. Waterford, Conn., August 8, 1979  
COUNTY OF NEW LONDON }

On this the 8th day of August, 1979, before me, JUDITH L. METCALF, the undersigned officer, personally appeared LAWRENCE J. BETTENCOURT, who acknowledged himself to be the FIRST SELECTMAN of the Town of Waterford, a municipal corporation, and that he as such First Selectman, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as First Selectman.

In Witness Whereof, I hereunto set my hand and official seal.



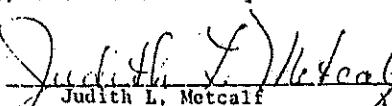
Judith L. Metcalf  
Notary Public  
Title of Officer

MY COMMISSION EXPIRES  
MARCH 31, 1981

STATE OF CONNECTICUT } ss. Waterford, Conn., August 8, 1979  
COUNTY OF NEW LONDON }

On this the 8th day of August, 1979, before me, JUDITH L. METCALF, the undersigned officer, personally appeared R. ALAN RHEAUME, who acknowledged himself to be the Chief of Oswegatchie Fire Company No. 4, Inc., a non-stock corporation, and that he as such Chief, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Chief.

In Witness Whereof, I hereunto set my hand and official seal.



Judith L. Metcalf  
Notary Public  
Title of Officer

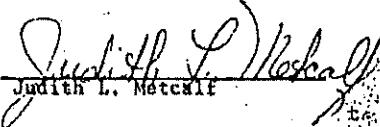
MY COMMISSION EXPIRES  
MARCH 31, 1981

VOL 251 PAGE 927

STATE OF CONNECTICUT      }  
COUNTY OF NEW LONDON      } ss, Waterford, Conn., August 11, 1979

On this the 11th day of August, 1979, before me, Judith L. Metcalf, the undersigned officer, personally appeared H.J. Rousse, who acknowledged himself to be the Chairman of the Executive Board of Oswegatchie Fire Company No. 4, Inc., a non-stock corporation, and that he as such Chairman, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Chairman.

In Witness Whereof, I hereunto set my hand and official seal.

  
Judith L. Metcalf

Notary Public  
Title of Officer

NY COMMISSION EXPIRES  
MARCH 31, 1984.

EXHIBIT "A"

FIRST TRACT

A certain tract of land, with the buildings thereon, situated on the north side of the Boston Post Road in the Town of Waterford, County of New London and State of Connecticut and being shown as Lot #1 on a plan entitled "Subdivision Plan of the Hoagland Property Boston Post Road Waterford, Connecticut" dated January 1973 Scale 1" = 40' " which plan is on file in the Town Clerk's Office of the Town of Waterford, said property being more particularly bounded and described as follows:

Beginning at a drill hole which marks the southeast corner of the property herein conveyed and the southwest corner of Lot #2 as shown on said plan; thence north 52° 05' west 122.20 feet to a Connecticut highway bound; thence north 36° 29' west 95.00 feet to a merestone and other land of The Oswegatchie Fire Company No 4, Inc. and being the Second Tract hereinafter described; thence north 35° 58' east along said Second Tract 111.95 feet to a merestone and other land of said Fire Company being the Fourth Tract hereinafter described; thence south 50° 39' east along said Fourth Tract 213.57 feet to an iron pipe and the northwest corner of Lot #2 as shown on said Plan; thence south 34° 31' west along said Lot #2 131.06 feet to the point and place of beginning.

Said premises are subject to well rights as set forth in Volume 171, page 308 of the Waterford Land Records.

Being the same and all the same premises conveyed to the Oswegatchie Fire Company No. 4, Inc. by Warranty Deed of Catherine E. Hoagland dated February 3, 1973, and recorded in Volume 200, page 354 in the Land Records of the Town of Waterford, Connecticut.

SECOND TRACT

A certain tract of land situated in the Town of Waterford, on the Northerly side of the Boston Post Road and bounded and described as follows:

Beginning at the Southeasterly corner of the land herein described, and running thence westerly along the northerly line of the said Boston Post Road, as established by the merestone set by the State Highway Department, sixty-five (65) feet; thence running northerly at right angles to the said highway ninety-six and seven tenths (96.7) feet; thence deflecting to the right seventy four degrees and fifty minutes 74° 50' and running easterly thirty four (34) feet to the northwesterly corner of the land of the Oswegatchie Fire Company No. 4, Inc., being the First Tract

hereinbefore described, thence deflecting to the right eighty-eight degrees and thirteen minutes (88° 13') and running southerly along said First Tract one hundred ten and four tenths (110.4) feet to the point of beginning.

Being the same and all the same premises conveyed to the Oswegatchie Fire Company No. 4, Inc. by Warranty Deed of Courtland R. Darrow dated April 10, 1931, and recorded in Volume 46, page 370 in the Land Records of the Town of Waterford, Connecticut.

THIRD TRACT

A certain tract of land situated in the Town of Waterford on the northerly side of the Boston Post Road, so-called, more particularly bounded and described as follows:

Beginning at a point on the northerly side of the Boston Post Road, the same being the southwesterly corner of the tract herein conveyed and the southwesterly corner of other land of Oswegatchie Fire Company No. 4, Inc. being the Second Tract hereinbefore described; thence running westerly by and along the northerly line of said Boston Post Road fifteen (15) feet to a point; thence running northerly at right angles to the said line of said Boston Post Road and parallel to the westerly boundary line of the said Second Tract one hundred five and six-tenths (105.6) feet to a point; thence running easterly at right angles to the last described line forty-seven and eighty-two one hundredths (47.82) feet to the northeasterly corner of said Second Tract; thence deflecting to the right one hundred sixty-four degrees and ten minutes (164° 10') running thirty-four (34) feet by and along said Second Tract to the northwesterly corner of said Second Tract; thence deflecting to the left seventy-four degrees and ten minutes (74° 10') and running southerly by and along the westerly line of the said Second Tract ninety-six and seven-tenths (96.7) feet to the point of beginning.

Being the same and all the same premises conveyed to the Oswegatchie Fire Company No. 4, Inc. by Warranty Deed of Courtland R. Darrow dated March 8, 1938, and recorded in Volume 52, page 328 in the Land Records of the Town of Waterford.

EXHIBIT B  
THE LEASED PREMISES  
Oswegatchie Fire Company No. 4, Inc. Space Requirements

- 1) Office - x feet by x feet      TBD
- 2) Antique Pumper Space - x feet by x feet    TBD

**EXHIBIT C**  
**RULES AND REGULATIONS**

1. Tenant shall not obstruct or encumber or use for any purpose other than ingress and egress to and from the leased Premises any sidewalk, entrance, passage, court, elevator, vestibule, stairway, corridor, hall or other part of the Building not exclusively occupied by Tenant. Landlord shall have the right to control and operate the town portions of the Building and the facilities furnished for town use, in such manner as Landlord deems best for the benefit of the town generally. Tenant shall not permit the visit to the leased Premises of persons in such numbers or under such conditions as to interfere with the use and enjoyment of the entrances, corridors, elevators and other common portions or facilities of the Building by the town. Tenant shall coordinate in advance with Landlord's Director of Fire Services all deliveries to the Building so that arrangements can be made to minimize such interference.
2. Tenant shall not place any showcase, mat or other article in any common or town area of the Building without prior Landlord consent.
3. Tenant shall not use the water and wash closets and other plumbing fixtures for any purpose other than those for which they were constructed, and Tenant shall not place any debris, rubbish, rag or other substance therein.
4. Tenant shall not construct, maintain, use or operate within the leased Premises any electrical device, wiring or apparatus in connection with a loudspeaker system or other sound system without Landlord's prior written consent. Tenant shall not construct, maintain, use or operate any such loudspeaker or sound system outside of the leased Premises.
5. Tenant shall not use any space in the Building for the sale of goods or for the sale at auction of goods or property of any kind. Tenant shall not suffer or permit any trade or occupation or activity to be carried on or use made of the leased Premises which shall be unlawful, noisy, offensive or injurious to any person or property.
6. Tenant shall not place on any floor a load exceeding the floor load per square foot which such floor was designed to carry. Landlord shall have the right to prescribe the weight, position and manner of installation of safes and other heavy items. Landlord shall have the right to repair or replace at Tenant's expense any damage caused by Tenant's moving property into or out of the leased Premises or due to the same being in or upon the leased Premises or to require Tenant to do the same. Tenant shall not receive into the Building or carry in the elevators any furniture, equipment or bulky item except as approved by Landlord, and any such furniture, equipment and bulky item shall be delivered only through the designated delivery entrance of the Building and the designated freight elevator. Tenant shall remove promptly from sidewalks adjacent to the Building items delivered for Tenant.

7. Tenant shall not place additional locks or bolts of any kind on any door or window or make any change in any lock or locking mechanism without Landlord's prior written approval. Tenant shall keep doors leading to a corridor or main hall closed during business hours except as such doors may be used for ingress or egress. Upon the termination of its tenancy, Tenant shall deliver to Landlord the operations manual for any security or other system installed by Tenant and all keys furnished to or procured by Tenant, and if any key so furnished is not delivered, then Tenant shall pay the replacement cost thereof.

8. Tenant shall not install or operate in the leased Premises any equipment that operates on greater than 110 volt power without obtaining Landlord's prior written consent. Landlord may condition such consent upon Tenant's payment of additional rent in compensation for the excess consumption of electricity or other utilities and for the cost of any additional wiring or apparatus that may be occasioned by the operation of such equipment. Tenant shall not install any equipment of any type or nature that will or may necessitate any changes, replacements or additions to, or changes in the use of, the water system, heating system, plumbing system, air-conditioning system or electrical system of the leased Premises or the Building, without obtaining Landlord's prior written consent, which consent may be granted or withheld in Landlord's sole and absolute discretion. If any equipment of Tenant causes noise, vibration, radiation or any other type of interference that may be transmitted to such a degree as to be objectionable to Landlord or any tenant in the Building, then Landlord shall have the right to install at Tenant's expense vibration eliminators or other equipment, materials or devices sufficient to reduce such noise, vibration, radiation or other interference to a level satisfactory to Landlord or to require Tenant to do the same; it being understood and agreed, however, that if Landlord determines that such noise, vibration, radiation or other interference cannot be reduced to a level sufficient to address such objections, Landlord shall have the right to prohibit Tenant's use of such equipment.

9. Landlord may exclude from the Building any person who does not properly identify himself to the Building management or guard on duty. Landlord may require any person admitted to or leaving the Building to register.

10. Tenant shall not use the leased Premises for lodging, except in designated areas.

11. Before closing and leaving the leased Premises at any time, Tenant shall close all windows and turn off all lights. Tenant shall cooperate with Landlord in Landlord's effort to conserve energy. Tenant shall utilize the Building's Venetian blinds, if any, in such a manner as to assist Landlord in maintaining reasonably comfortable temperatures in the Building.

12. Tenant shall not request Landlord's employees to do anything outside of such employees' regular duties without Landlord's prior written consent. Tenant's special requirements will be attended to only upon application to Landlord, and any such special requirements shall be billed to Tenant in accordance with the schedule of charges

maintained by Landlord from time to time or as is agreed upon in writing in advance by Landlord and Tenant. Tenant shall not employ any employee of Landlord for any purpose whatsoever without Landlord's prior written consent.

13. Canvassing, soliciting and peddling in the Building are prohibited. Tenant shall cooperate to prevent the same.

14. Only hand trucks equipped with rubber tires and side guards may be used in the Building. Tenant shall be responsible for loss or damage resulting from any delivery made by or for Tenant.

15. Landlord may, upon request of Tenant, waive Tenant's compliance with any of the rules, provided that no waiver (a) shall be effective unless signed by Landlord, (b) shall relieve Tenant from the obligation to comply with such rule in the future unless otherwise agreed in writing by Landlord, (c) granted to any tenant shall relieve any other tenant from the obligation of complying with these rules and regulations, and (d) shall relieve Tenant from any liability for any loss or damage resulting from Tenant's failure to comply with any rule.

16. Flammable, explosive or other hazardous liquids and materials shall not be brought on the leased Premises or into the Building without the prior written consent of Landlord.

17. Tenant shall store all trash and garbage within the leased Premises and shall not burn or otherwise dispose of any trash or garbage in or about the leased Premises or in any of the common areas of the Building.

18. Tenant shall use plastic chair mats under desk chairs in all carpeted areas in the leased Premises.