

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF CONNECTICUT
HARTFORD DIVISION**

In re:

THE NORWICH ROMAN CATHOLIC
DIOCESAN CORPORATION,¹

Debtor.

Chapter 11

Case No: 21-20687 (JJT)

Re: Dkt. Nos. 1225 and 1307

**ORDER APPROVING THE SALE OF CERTAIN PROPERTY, INCLUDING ALL
IMPROVEMENTS THEREON IN MONTVILLE, CONNECTICUT AND
GRANTING CERTAIN RELATED RELIEF**

Upon the *Motion for Entry of (I) Order (A) Approving Sale Procedures for the Sale of Certain Property, Including All Improvements Thereon in Montville, Connecticut, (B) Scheduling and Auction and a Sale Hearing Related Thereto, (C) Authorizing and Approving the Form of Purchase and Sale Agreement and (D) Approving the Form of Notice of the Auction and a Sale Hearing; and (II) Order (A) Approving Such Sale of the Property Free and Clear of Liens, Claims, Encumbrances and Other Interests and (B) Related Relief*, filed April 5, 2023 [[Dkt. No. 1225](#)] (the “Motion”)² of the Norwich Roman Catholic Diocesan Corporation, debtor and debtor in possession in the above-captioned cases (the “Debtor” or “Diocese”) seeking, *inter alia*, entry of this *Order Approving the Sale of Certain Property, Including All Improvements Thereon in Montville, Connecticut and Granting Certain Related Relief* (this “Order”) which seeks approval of the Purchase and Sale Agreement (PSA) between Debtor and Purchaser (as defined herein) and other

¹ The Debtor in this chapter 11 case is The Norwich Roman Catholic Diocesan Corporation, a/k/a The Roman Catholic Diocese of Norwich. The last four digits of the Debtor’s federal tax identification number are 7373.

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion or the Purchase and Sale Agreement (“PSA”), attached hereto as **Exhibit A**.

relief; and pursuant to this Court’s *Order (A) Approving Sale Procedures for the Sale of Certain Property, Including All Improvements Thereon in Montville, Connecticut; (B) Scheduling an Auction and a Sale Hearing Related Thereto; (C) Approving the Form of Purchase and Sale Agreement; and (D) Approving the Form of Notice of the Auction and Sale Hearing* [[Dkt. No. 1307](#)] (the “Sale and Bidding Procedures Order”) approving the sale and bidding procedures annexed thereto as Schedule A (the “Sale Procedures”); the filing, service and publication of the *Notice of Sale Procedures, Auction, Hearing and Deadlines Related to the Sale of Certain Property, Including All Improvements Thereon In Montville, Connecticut*, filed on May 15, 2023 [[Dkt. No. 1312](#)] (the “Notice of Sale Procedures”); and the Debtor having determined, in consultation with the Official Committee of Unsecured Creditors (the “Committee”), at the conclusion of the Auction that the highest and otherwise best offer for the Sale of the Property³ was made by MTIC Acquisitions, LLC (referred to along with all affiliates, successors and assigns as the “Purchaser” or “MTIC”) and having named the Purchaser as the Successful Bidder; and having named VanderVelde/Buscetto as the backup bidder (the “Backup Bidder”); and the Debtor having filed and served the *Notice of (I) Successful Bidder and Second Highest Bidder at Auction for the Sale of Certain Property, Including All Improvements Thereon in Montville, Connecticut* on June 2, 2023 [[Dkt. No. 1318](#)] (the “Notice of Auction Outcome”); and the Court having held a hearing on June 7, 2023 (the “Sale Hearing”) to approve the Motion and authorize the consummation of the transaction contemplated by the Sale and Bidding Procedures Order and PSA (including, without limitation, its related documents, exhibits, and schedules); and the Debtor

³ As defined in the PSA: “Property” is defined as “the land and all Improvements thereon located in Montville, Connecticut, known as 1593 Route 32, MBL 041-003-000 consisting of approximately 113.19 acres and more particularly described on Exhibit A” to the PSA; “Improvements” is defined as “all buildings, structures, and improvements located on the Land; “Land” is defined in the as “the real property more particularly described on Exhibit A” to the PSA.

having filed and served the *Notice of Objection Deadline and Submission of Revised Proposed Order Approving the Sale of Certain Property, Including All Improvements Thereon in Montville, Connecticut and Granting Certain Related Relief* [Dkt. No. 1337] (the “Montville Sale Notice”) in the manner described therein; and the Court having reviewed and considered (i) the Motion, (ii) the Notice of Auction Outcome, (iii) a form of this Order, (iv) the Reservation of Rights filed by The St. Bernard’s School of Montville, Incorporated (the “School”) [Dkt. No. 1323], (v) the *Declaration of Brian C. Courtney In Support of the Sale of Certain Property and All Improvements Thereon in Montville, Connecticut* [Dkt. No. 1336], (vi) the arguments of counsel made and the evidence proffered or adduced at the Sale Hearing, and (vii) the record of the above-captioned chapter 11 case (the “Chapter 11 Case”); and the Court finding that the relief requested in the Motion is in the best interests of the Debtor, its estate and creditors and other parties in interest; and after due deliberation thereon; and good cause appearing therefor, **FOUND AND DETERMINED THAT:**

A. **Jurisdiction and Venue.** The Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334, and this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(a). Venue of this Chapter 11 Case and the Motion in this Court is proper under 28 U.S.C. §§ 1408 and 1409. The Court may enter a final order with respect to the Motion, the Sale, the transactions contemplated thereby, and all related relief, in each case, consistent with Article III of the United States Constitution.

B. **Statutory Predicates.** The statutory predicates for the relief sought in the Motion and granted by this Order are sections 105(a), 363, 365, 1123(b) and 1146 of the Bankruptcy Code, and the applicable rules of procedure include Bankruptcy Rules 2002, 6004, 6006, 9014, and 9019 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Rules 6004-1, 6004-

2, 6004-3, 9014-1, and 9019-1 of the Connecticut Local Rules of Bankruptcy Procedure (the “Local Rules”).

C. **Petition Date.** On July 15, 2021, the Debtor commenced the Chapter 11 Case by filing a voluntary petition for relief under chapter 11 of the Bankruptcy Code.

D. **Entry of Sale and Bidding Procedures Order.** On May 8, 2023, this Court entered the Sale and Bidding Procedures Order, which, *inter alia*, (a) approves the Sale Procedures, (b) schedules the Auction, (c) authorizes and approves the Form PSA, and (d) authorizes the sale of the Property free and clear of any and all liens, claims, encumbrances and other interests.

E. **Compliance with Sale Procedures.** As demonstrated by the (i) testimony and other evidence proffered or adduced at the Sale Hearing, (ii) representations made in the Motion and on the record at the Sale Hearing and the hearing to approve the Sale and Bidding Procedures Order, and (iii) the record in this Chapter 11 Case, the Debtor has marketed the Property and conducted the sale process in compliance with the Sale and Bidding Procedures Order. The Debtor and its professionals have actively and sufficiently marketed the Property and have afforded all potential purchasers a full, fair, and reasonable opportunity to perform due diligence on the Debtor and the Property.

F. **Notice.** As evidenced by (A) the affidavits of service previously filed with the Court, including the *Affidavit of Service* filed May 17, 2023 [[Dkt. No. 1313](#)] of the Notice of Sale, which was served on May 9, 2023 on the parties stated therein; (B) the *Declaration of Reverend Peter J. Langevin In Support of Order Approving the Sale of Certain Property, Including All Improvements Thereon in Montville, Connecticut and Granting Certain Related Relief*, which details under oath the distribution and publication of the Notice of Sale Procedures, as well as additional marketing undertaken by the Debtor in furtherance of the Sale and Bidding Procedures

Order [[Dkt. No. 1328](#)]; (C) the *Declaration of Patrick J. Wellspeak In Support of Sale of Certain Property Including All Improvements Thereon in Montville, Connecticut* [[Dkt. No. 1329](#)]; (D) the filing and service of the Notice of Auction Outcome; (E) the service of the Montville Sale Notice; and (F) based on the representations of counsel made at the Sale Hearing, the Court finds that (i) proper, timely, adequate, and sufficient notice of the Motion, the Bid Deadline, the Sale Procedures, the Auction conducted on June 2, 2023 in accordance with the Sale Procedures (the “Auction”), the Sale Hearing, Sale, the result of the Auction as set forth in the Notice of Auction Outcome and the Montville Sale Notice (collectively, the “Notices”) have been provided in accordance with sections 105(a), 363, and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, and 6006, Local Rules 6004-1 and 6004-2 and in compliance with the Sale and Bidding Procedures Order, (ii) such notice pursuant to the Notices was sufficient and appropriate under the particular circumstances, and (iii) no other or further notice of the Motion, the Bid Deadline, the Auction, the Sale Hearing, the Sale or the Montville Sale Notice is or was necessary under the particular circumstances.

G. **Authority.** Subject to entry of this Order, (i) the Debtor has full power and authority to execute, deliver, and perform all obligations under the PSA and all other documents contemplated thereby, and the Sale of the Property to the Purchaser has been duly and validly authorized by all necessary corporate action of the Debtor under all laws (including any applicable Canon law), (ii) the Debtor has all of the power and authority necessary to enter into and consummate the transactions contemplated by the PSA, (iii) the Debtor has taken all action necessary to authorize and approve the PSA and the consummation by the Debtor of the transaction contemplated thereby, and (iv) no further consents or approvals are required for the Debtor to consummate such transactions.

H. **Opportunity to Object; Objections Overruled.** As evidenced by the Notice of Sale, Notice of Auction Outcome, and Montville Sale Notice, fair and reasonable opportunity to object or be heard with respect to the Motion and the relief requested therein has been afforded to various interested persons and entities as reflected on the certificates of service filed in connection with the Motion, including: (i) the United States Trustee for the District of Connecticut, (ii) counsel to the Committee, (iii) counsel to the School, (iv) the School, (v) all parties who have expressed a written interest in the Property, (vi) all parties who are known or reasonably believed, after reasonable inquiry, to have asserted any lien, encumbrance, claim, or interest in the Property (including the Survivors), (vii) the Internal Revenue Service, (viii) the Attorney General of the State of Connecticut; (ix) all other applicable state and local taxing authorities, (x) all other parties listed on the Debtor's creditor matrix, (xi) all known potential interested Bidders and (xii) all parties that have requested or that are required to receive notice pursuant to Bankruptcy Rule 2002; and (xiii) the Town of Montville Tax Collector. All objections to the entry of this Order have been resolved, withdrawn or overruled.

I. **Sale in Best Interest.** Consummation of the Sale at this time is in the best interests of the Debtor, its creditors, the estate, and other parties in interest.

J. **Business Justification.** Sound business reasons exist for the Sale. Entry into the PSA constitutes the exercise of sound business judgment by the Debtor. The Court finds that the Debtor has articulated good and sufficient business reasons justifying the Sale. Such business reasons include, but are not limited to, the following: (i) a *Joint Chapter 11 Plan of Reorganization Proposed By The Norwich Roman Catholic Diocesan Corporation and the Official Committee of Unsecured Creditors* (the "Joint Plan") that will be filed in the Chapter 11 Case provides for the sale of the Property to help create a pool of cash to fund a trust that will make distributions to

individuals who have asserted claims for alleged sexual abuse against the Diocese (the “Survivors”); (ii) the PSA constitutes the highest and best offer for the Property; (iii) the PSA and the closing thereof presents the best opportunity to realize the value of the Property and avoid decline and devaluation of the Property; and (iv) the PSA and closing thereof will provide the highest recovery for the Debtor, the estate, including the Survivors, and other parties in interest.

K. **Arm’s-Length Sale.** The PSA was negotiated, proposed, and entered into by the Debtor and the Purchaser without collusion, in good faith, and from arm’s-length bargaining positions. Neither the Debtor nor the Purchaser has engaged in any conduct that would cause or permit the PSA to be avoided under section 363(n) of the Bankruptcy Code or any other remedy for rescission or avoidance under law or equity.

L. **Good Faith Purchaser.** The Purchaser (and only to the extent as may become applicable, the Backup Bidder) is a good faith purchaser for fair consideration and, as such, is entitled to all of the protections afforded under section 363(m) of the Bankruptcy Code and any other applicable or similar bankruptcy and non-bankruptcy law. The Purchaser (and only to the extent as may become applicable, the Backup Bidder) has been and will be acting in good faith within the meaning of section 363(m) of the Bankruptcy Code in closing the transaction contemplated by the PSA.

M. **Consideration.** The consideration of \$6,550,000.00 provided by the Purchaser (and \$6,500,000.00 by the Backup Bidder) for the Property pursuant to the PSA (i) is fair and reasonable, (ii) is the highest and best offer (and in the case of the Backup Bidder, the next highest and best offer) for the Property, (iii) will provide a greater recovery for the Debtor’s creditors than would be provided by any other practical available alternative, and (iv) constitutes reasonably

equivalent value and fair consideration under the Bankruptcy Code and any other applicable non-bankruptcy law.

N. **Assumption of Assumed Contracts.** The Debtor is assuming and assigning no contracts or leases pursuant to section 365 of the Bankruptcy Code in conjunction with the Sale.

O. **Cure/Adequate Assurance.** The Debtor is assuming and assigning no contracts or leases pursuant to section 365 of the Bankruptcy Code in conjunction with the Sale and as such, no issues of default are present.

P. **Prompt Consummation.** The Sale of the Property must be approved and consummated promptly pursuant to the time is of the essence clause contained in Section 14.11 of the PSA and, therefore, time is of the essence in consummating the Sale, and the Debtor and the Purchaser intend to close the Sale as soon as possible.

Q. **No Intentional Fraudulent Transfer.** The PSA was not entered into for the purpose of hindering, delaying, or defrauding creditors under the Bankruptcy Code or applicable non-bankruptcy law.

R. **No Merger, Purchaser Not an Insider; No Successor Liability.** Neither the Purchaser nor the Backup Bidder is holding itself out to the public as a successor to or continuation of the Debtor or its estate. The Purchaser and Backup Bidder are not and shall not be considered a successor in interest to any of the Debtor or its estate. At all times prior to the Closing Date, neither the Purchaser nor the Backup Bidder was an “insider” or “affiliate” of the Debtor, as those terms are used in the Bankruptcy Code, and no common identity of incorporators, directors or controlling stockholders existed between either the Purchaser or Backup Bidder and the Debtor. To the greatest extent permitted by law, the transfer of the Property to the Purchaser or the Backup Bidder does not and will not, subject the Purchaser or Backup Bidder to any liability

whatsoever with respect to Claims, Liens and Interests arising from the Debtor's ownership of the Property prior to the Closing Date or by reason of such transfer, including under the laws of the United States, the State of Connecticut, Canon law, or any foreign jurisdiction.

S. **Legal, Valid Transfer.** The transfer of the Property to the Purchaser will be a legal, valid, enforceable, and effective sale and transfer of the Property and will vest the Purchaser with all legal, equitable, and beneficial right, title, and interest of the Debtor to the Property free and clear of all Liens, Claims and Interests (as defined herein). This provision does not affect the rights of the School as expressly provided in the New School Lease.⁴

T. **Sale Effectuated In Contemplation of the Joint Plan.** As demonstrated by (i) representations made in the Motion and on the record at the Sale Hearing and the hearing to approve the Sale and Bidding Procedures Order, (ii) testimony and other evidence proffered or adduced at the Sale Hearing, and (iii) the record in this Chapter 11 Case, the Sale is an instrument of transfer in contemplation of the Joint Plan.

U. **Transfer Tax.** The Purchaser has agreed to pay the transfer tax for the Property provided Closing occurs within one (1) Business Day of the entry of the Order as set forth under the PSA; *provided however*, if a delay in the Closing Date is a result of or consented to by Purchaser, then the transfer tax will nevertheless be paid by Purchaser.”

V. **PSA Not Modified.** The terms of the PSA, including any exhibits, amendments, supplements, and modifications thereto, are fair and reasonable in all respects.

W. **Not a Sub Rosa Plan.** The Sale does not constitute a *sub rosa* chapter 11 plan for which approval has been sought without the protections that a disclosure statement would afford.

⁴ By separate agreement and as a condition to Closing under the PSA, the School is entering into a New School Lease as that term is defined in the PSA.

The Sale neither impermissibly restructures the rights of the Debtor's creditors, nor impermissibly dictates a plan of reorganization or liquidation for the Debtor.

X. **Sale Free and Clear.** The Property constitutes property of the Debtor's estate and good title thereto is vested in the Debtor's estates within the meaning of section 541(a) of the Bankruptcy Code. The Debtor has (except to the extent otherwise provided in the PSA) all right, title, and interest in the Property. Except as expressly set forth in the PSA, the transfer of the Property to the Purchaser will be, as of the Closing Date, a legal, valid, and effective transfer of the Property, which transfer vests or will vest the Purchaser with all right, title, and interest of the Debtor to the Property free and clear of any and all (i) referenced liens (including any liens as that term is defined in section 101(37) of the Bankruptcy Code) or other encumbrances recited in the PSA relating to, accruing, or arising any time prior to the Closing Date ("collectively, "Liens"), and (ii) all (a) debts (as that term is defined in section 101(12) of the Bankruptcy Code) arising under, relating to, or in connection with any act of the Debtor or (b) claims (as that term is defined in section 101(5) of the Bankruptcy Code), liabilities, obligations, demands, guaranties, options in favor of third parties, rights, contractual commitments, restrictions, leases, licenses, deeds of trust, security interests or similar interests, causes of action, choses in action, rights of first refusal or first offer, liability, and matters of any other kind and nature, held by any creditor, person (including any and all Survivors) or entity (including the School except as otherwise expressly provided under the New School Lease), whether arising prior to or subsequent to the commencement of this Chapter 11 Case, whether known or unknown, legal or equitable, matured or unmatured, contingent or noncontingent, liquidated or unliquidated, asserted or unasserted, and whether imposed by agreement, understanding, law, equity, or otherwise (the items in this clause (ii), collectively, along with any rights related thereto, the "Claims," and together with other

interests of any kind or nature whatsoever, the “Claims and Interests”), or as expressly provided in this Order. Except as provided herein, the term “Claims and Interests” used in this Order shall be read expressly to be subject to the permitted encumbrances as set forth on **Exhibit F** to the PSA attached to this Order (the “Permitted Encumbrances”).

Y. **Section 363(f) Satisfied.** The Debtor may sell the Property free and clear of all Liens, Claims and Interests because, with respect to each creditor asserting any Liens, Claims and Interests against the Debtor or Property, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Those holders of Liens, Claims and Interests, receiving due notice, who did not object or withdrew objections to the Sale are deemed to have consented to the Sale pursuant to section 363(f)(2) of the Bankruptcy Code. No persons holding Liens, Claims or Interests objected; however if such hypothetical objectors existed, said holders of Liens, Claims and Interests would fall within one or more of the other subsections of section 363(f) Bankruptcy Code. The Purchaser would not have entered into the PSA and would not consummate the transactions contemplated thereby if the Sale of the Property to the Purchaser were not free and clear of all Liens, Claims and Interests of any kind or nature whatsoever, or if the Purchaser would, or in the future could, be liable for any of such Liens, Claims and Interests. The total consideration to be provided under the PSA reflects the Purchaser’s reliance on this Order to provide it to the greatest extent possible pursuant to sections 105(a) and 363 of the Bankruptcy Code, with title to and possession of the Property free and clear of all Liens, Claims and Interests as provided herein.

Z. **Backup Bidder.** In the event of a termination of the PSA, this Order, including each of the findings of fact and conclusions of law set forth herein, shall apply to the Backup Bidder and the purchase and sales agreement between the Debtor and the Backup Bidder (the

“Backup Bidder PSA”) with equal force as if the Backup Bidder were the Purchaser, and the Debtor may consummate a transaction with the Backup Bidder on the terms set forth in the Backup Bidder PSA, subject to the Sale and Bidding Procedures Order and this Order.

It is therefore **ORDERED, ADJUDGED, AND DECREED EFFECTIVE IMMEDIATELY AS PROVIDED HEREIN THAT:**

General Provisions

1. The Motion is GRANTED and APPROVED and MODIFIED to the extent applicable as set forth herein.

2. All objections or responses to the Motion that have not been withdrawn, waived, or resolved, and all reservations of rights included therein (except those objections relating to the rights to sale proceeds), are overruled on the merits.

3. Proper, timely, adequate, and sufficient notice of the Motion, the Bid Deadline, the Sale Procedures, the Auction, the Sale Hearing, and the Sale and the result of the auction as set forth in the Notice of Auction Outcome and Montville Sale Notice have been provided in accordance with sections 105(a), 363, and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, and 6006, Local Rules 6004-1 and 6004-2 and in compliance with the Sale and Bidding Procedures Order, (ii) such notice was sufficient and appropriate under the particular circumstances, and (iii) no other or further notice of the Motion, the Bid Deadline, the Auction, the Sale Hearing, or the Sale is or was necessary under the particular circumstances.

Approval of the Sale of the Property to the Purchaser

4. Except to the extent at variance with this Order, the PSA, attached hereto as **Exhibit A**, including any exhibits, amendments, supplements, and modifications thereto, is hereby approved.

5. Pursuant to section 363(b) of the Bankruptcy Code, the Sale of the Property to the Purchaser free and clear of all Liens, Claims and Interests against the Debtor or the Property, held by any entity or person (including any Survivor) and the transactions contemplated thereby, are approved. This provision does not affect the rights of the School as expressly provided in the New School Lease.

6. Upon the Closing Date, except as otherwise specifically provided in the PSA or this Order, to the greatest extent permitted under applicable law, (a) the Property shall be transferred to the Purchaser free and clear of all Liens, Claims and Interests, and any Liens, Claims and Interests shall attach to the proceeds of the Sale in the order of their priority, with the same validity, force and effect which they now have as against the respective Property, subject to any Claims and defenses, setoffs or rights of recoupment the Debtor may possess with respect thereto, (b) the Purchaser shall not be liable for any Liens, Claims and Interests against the Debtor or any of its affiliates. Notwithstanding the foregoing, the proceeds of the Sale shall be subject to any *bona fide* rights to escrows, reserves, surcharges, customary closing adjustments and allocations of the Purchase Price and any net proceeds of sale shall be held by the Debtor in a separate interest-bearing account and shall not be disbursed absent further order of this Court or any other court of competent jurisdiction.

7. The transactions contemplated by the PSA are undertaken by the Purchaser in good faith, as that term is used in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein by this Order to consummate the Sale shall not affect the validity of the Sale to the Purchaser. The Purchaser is a purchaser in good faith of the Property, and is entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code.

8. As a good faith purchaser of the Property, the Purchaser has not entered into an agreement with any other potential bidders for the Property, and has not colluded with any of the other bidders, potential bidders, or any other parties interested in the Property, and therefore neither the Debtor nor any successor in interest to the Debtor's estate shall be entitled to bring an action against the Purchaser, and the Sale may not be avoided pursuant to section 363(n) of the Bankruptcy Code.

9. The Successful Bid, as contemplated under the PSA, was and is a valid and proper bid under section 363(b) of the Bankruptcy Code and a Qualified Bid pursuant to the Bid Procedures Order. The Purchase Price to be paid by the Purchaser under the PSA, which totals Six Million Five Hundred Fifty Thousand and No Cent Dollars (\$6,550,000.00) constitutes fair and reasonable consideration for the Property.

Sale and Transfer of Assets

10. Pursuant to section 363(b) of the Bankruptcy Code, the Debtor is hereby authorized to sell the Property to the Purchaser and consummate the Sale in accordance with the PSA and its related documents, exhibits, and schedules, and to transfer and assign all rights, title, and interests (including common law rights) to all property, licenses, and rights as related to the Property to be conveyed in accordance with the PSA. The Debtor is further authorized to execute and deliver, and is empowered to perform under, consummate and implement, the PSA, together with all additional instruments and documents that may be reasonably necessary or desirable to implement this Order, the PSA, including, without limitation, the related documents, exhibits, and schedules, and to take all further actions as may be reasonably requested by the Purchaser for the purposes of assigning, transferring, granting, conveying, and conferring to the Purchaser or reducing the

Property to possession, as may be necessary or appropriate to the performance of the Debtor's obligations under the PSA.

11. On the Closing Date, this Order shall be construed as and shall constitute a full and complete general assignment, conveyance, and transfer of the Property.

12. Except for the rights of the School as expressly provided under the New School Lease, all persons who are and entities that are, on the Closing Date or thereafter, in possession of some or all of the Property are hereby directed to surrender possession of the Property to the Purchaser on the Closing Date or upon any subsequent demand by Purchaser.

13. Except as expressly permitted by this Order, all persons and entities, including, but not limited to, all debt security holders, the Survivors, governmental, tax, and regulatory authorities, lenders, and creditors holding Liens, Claims and Interests arising under or out of, in connection with, or in any way relating to, the Debtor, the Property, or the transfer of the Property to the Purchaser, are hereby forever barred, estopped, and permanently enjoined from asserting any such Liens, Claims and Interests against the Purchaser and its successors, assigns, or the Property as delineated herein; *provided however*, nothing in this Order shall prohibit the School or the Purchaser from enforcing their respective rights and remedies in the New School Lease on and after the effective date of the School Lease (the "School Lease Effective Date").

14. The transfer of the Property to the Purchaser pursuant to the PSA constitutes a legal, valid, and effective transfer of the Property, and shall vest the Purchaser with all rights, title, and interests of the Debtor in and to the Property free and clear of all Liens, Claims and Interests. This provision does not affect the rights of the School as expressly provided in the New School Lease.

15. To the greatest extent available under applicable law, the Purchaser shall be authorized, as of the Closing Date, to operate under any license, permit, registration, and

governmental authorization or approval of the Debtor with respect to the Property, and all such licenses, permits, registrations, and governmental authorizations and approvals are deemed to have been transferred to the Purchaser as of the Closing Date to the extent permissible in law, except when prohibited by federal, state or local governments pursuant to police or regulatory powers or for the protection of public, health, safety and welfare.

16. To the extent section 525 of the Bankruptcy Code is applicable, no governmental unit may deny, revoke or suspend, or refuse to renew or honor, any permit, license, agreement or similar grant relating to the operation of the Property on account of the filing or pendency of the Chapter 11 Case or the consummation of the transactions contemplated by the PSA, including the Sale, except in the federal, state or local governments pursuant to police or regulatory powers or for the protection of public health, safety and welfare.

Prohibition of Actions against Purchaser

17. Except for the Permitted Encumbrances, the Purchaser shall not have, assume, or be deemed to have or to assume any liability or obligation of the Debtor or its estate, or any of the Debtor's affiliates with respect to the Property or Liens, Claims and Interests against the Debtor arising prior to the Closing Date. Nothing in this Order or in the PSA releases, nullifies or enjoins the enforcement of any liability that the Purchaser would be subject to after the Closing Date relating to the Purchaser's independent ownership or operation of the Property after the Closing Date, including matters pertaining to the School Lease.

18. Except with respect to (a) federal, state or local governments enforcing their respective rights pursuant to police powers or for the protection of public, health, safety and welfare; (b) Permitted Encumbrances; (c) the School and Purchaser enforcing their respective rights under the School Lease after the School Lease Effective Date; or (d) as otherwise permitted

by the PSA or this Order; holders of Liens, Claims and Interests shall be, and are hereby are forever barred, estopped and permanently enjoined from: (i) commencing or continuing in any manner any action or other proceeding, the employment of process, or any act (whether in law or equity, in any judicial, administrative, arbitral, or other proceeding) against the Purchaser; (ii) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against the Purchaser; (iii) creating, perfecting, or enforcing any Liens, Claims or Interests against the Purchaser; (iv) asserting any postpetition setoff, or right of subrogation of any kind against any obligation due to the Purchaser; or (v) commencing or continuing any action, in any manner or place, that does not comply with or is inconsistent with the provisions of this Order.

19. The Purchaser shall have no liability, responsibility, or obligation for any Liens, Claims and Interests of the Debtor or its estates related to any of the Property which may become due or owing (i) prior to the Closing Date or (ii) from and after the Closing Date but which arise out of relate to any act, omission, circumstances, breach, default, or other event occurring prior to the Closing Date.

20. This Order (i) shall be effective as a determination that, as of the Closing Date, all Liens, Claims and Interests of any kind or nature whatsoever existing as to the Property prior to the Closing Date have been unconditionally released, discharged, and terminated, that any Liens, Claims or Interests have attached to the proceeds of the Sale in the order of their priority, with the same validity, force and effect, and that the conveyances described herein have been effected; and (ii) shall be binding upon and shall govern the acts of all entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by

operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Property. Each and every federal, state, and local governmental agency or department is hereby directed to accept for filing and/or recording any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the PSA. The Purchaser and the Debtor shall take such further steps and execute such further documents, assignments, and instruments as is necessary, required or otherwise reasonably requested by the other party to implement and effectuate the transactions contemplated in this paragraph and in the PSA in order to assure that all Liens, Claims and Interests existing as of the date of this Order shall be forthwith removed and stricken as against the Property effective as soon as reasonably practical after the Closing Date..

21. Except with respect to Permitted Encumbrances, if any person or entity that has filed financing statements, mortgages, mechanic's liens, tax liens, *lis pendens*, or other documents or agreements evidencing Liens, Claims and Interests with respect to the Debtor and/or any of the Property does not deliver valid, duly-executed termination statements, instruments of satisfaction, releases of liens and easements, and any other documents necessary for the purpose of documenting the release of all Liens, Claims and Interests to the Purchaser and the Debtor prior the Closing Date, the Purchaser and/or the Debtor are hereby authorized to file, register, or otherwise record a certified copy of this Order, which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all Liens, Claims and Interests in, solely against and solely with respect to the Property. This Order is deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every federal, state, and local governmental agency, department, or office.

22. Except as expressly set forth in the PSA or this Order, to the greatest extent permitted under applicable law, the Purchaser and its affiliates and their respective successors and assigns shall (A) have no liability or responsibility for any liability or other obligation of the Debtors arising under or related to the Property with respect to Liens, Claims and Interests, other than the Permitted Encumbrances.

23. Following the Closing Date, no holder of any Lien, Claim or Interest in the Debtor shall interfere with the Purchaser's title to or use and enjoyment of the Property based on or related to such Lien, Claim or Interest or any actions that the Debtor has taken, or may take, in this Chapter 11 Case.

Backup Bidder

24. In the event the of a termination of the PSA, the Backup Bidder PSA, including any exhibits, amendments, supplements, and modifications thereto, shall be approved, and pursuant to section 363(b) of the Bankruptcy Code, the sale of the Property to the Backup Bidder free and clear of all Liens, Claims and Interests, and the transactions contemplated thereby, shall hereby be approved, and this Order shall, with no further order required from this Court apply to the Backup Bidder and the Backup Bidder PSA with equal force as it does to the Purchaser.

Additional Provisions

25. The consideration provided by the Purchaser for the Property under the PSA constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and applicable non-bankruptcy law.

26. As specifically provided in the PSA, the Debtor will cooperate with the Purchaser, and the Purchaser will cooperate with the Debtor, in a reasonable manner, in each case to ensure that the transaction contemplated in the PSA is consummated, and the Debtor will make such

modifications or supplements to any bill of sale or other document executed in connection with the closing to facilitate such consummation as contemplated by the PSA.

27. This Court shall retain jurisdiction to enforce and implement the terms and provisions of this Order and the PSA, including all amendments thereto, any waivers and consents thereunder, except as otherwise provided therein, and of each of the agreements executed in connections therewith in all respects, including, but not limited to, retaining jurisdiction to (i) compel delivery of the Property to the Purchaser free and clear of all Liens, Claims and Interests, or compel the performance of other obligations owed by the Debtor to the Purchaser, (ii) compel performance of any obligations owed to the Debtor, (iii) resolve any disputes arising under or related to the PSA, except as otherwise provided therein, (iv) interpret, implement, and enforce the provisions of this Order, and (v) protect the Purchaser against claims made related to any Liens, Claims and Interests asserted in the Debtor or the Property.

28. To the greatest extent permitted at law, the terms and provisions of the PSA and this Order shall be binding in all respects upon (i) the Debtor, (ii) the Debtor's estates, (iii) all creditors of the Debtor, including the Survivors, (iv) all holders of Liens, Claims and Interests in, against, or on all or any portion of the Property, (v) the Purchaser and all successors and assigns of the Purchaser, (vi) the Property, and (vii) all successors and assigns of each of the foregoing, including, without limitation, any trustee subsequently appointed in the Chapter 11 Case, or a Chapter 7 trustee appointed upon a conversion of the Chapter 11 Case to a case under Chapter 7 of the Bankruptcy Code. This Order shall inure to the benefit of the Debtor, its estates and creditors, the Purchaser, and the respective successors and assigns of each of the foregoing, including, without limitation, any trustee subsequently appointed in the Chapter 11 Case, and any

person seeking to assert rights on behalf of any of the foregoing or that belong to the Debtor's estates. The PSA shall be binding in all respects upon the Debtor.

29. The failure specifically to include any particular provisions of the PSA or its exhibits, schedules, or amendments in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the PSA and its exhibits, schedules, or amendments be authorized and approved in its entirety, except as modified by this Order.

30. The PSA and any related agreements, documents, or other instruments may be modified, amended, or supplemented in a writing signed by both parties, and in accordance with the terms thereof, without further order of the Court, provided that such modifications or amendments are non-material and, prior to the effective date of any confirmed plan, such modifications or amendments are served on the Committee at least five (5) Business Days prior to the provisions becoming final.

31. Nothing contained in any order entered in the Chapter 11 Case subsequent to entry of this Order, nor in any chapter 11 plans confirmed in the Case, shall conflict with or derogate from the provisions of the PSA or the terms of this Order.

32. The provisions of this Order are non-severable and mutually dependent.

33. The Sale shall not be subject to any bulk sales laws or any similar laws of any state or jurisdiction.

34. The Debtors and each other person having duties or responsibilities under the PSA or this Order, and their respective agents, representatives, and attorneys, are authorized and empowered to carry out all of the provisions of the PSA, to take any action contemplated by the PSA or this Order, and to issue, execute, deliver, file and record, as appropriate, such other contracts, instruments, releases, deeds, bills of sale, assignments, or other agreements, and to

perform such other acts as are consistent with, and necessary or appropriate to, implement, effectuate and consummate the PSA and this Order and the transactions contemplated thereby and hereby, all without further application to, or order of, the Court. Without limiting the generality of the foregoing, this Order shall constitute all approvals and consents, if any, required by applicable business corporation law and applicable Canon law with respect to the implementation and consummation of the PSA and this Order and the transactions contemplated thereby and hereby.

35. To the extent that any provision of this Order conflicts with the PSA, this Order shall control.

36. Within ten (10) days of the Closing, the Seller shall file with the Court a closing statement and report of sale in a form acceptable to the Office of the United States Trustee.

37. All of the School's rights are reserved related to its ability to obtain in the Joint Plan, including a settlement agreement that will be filed in connection with the Joint Plan, full, final and complete releases pertaining to certain claims the Debtor holds against the School, including those claims that the Committee believes may be recoverable under Bankruptcy Code section 544, 548 and 550, and the Connecticut Uniform Fraudulent Transfer Act, [Conn. Gen. Stat. §§ 52-552a – 52-552l](#); and the Court acknowledges the assurances the Debtor and the Committee provided on the record at the Sale Hearing related to the aforesaid reservation of rights. For the avoidance of doubt, the immediate prior sentence does not limit or effect the Purchaser's acquisition of the Property free and clear of all the Liens, Claims and Interests other than the rights of the School as expressly provided in the New School Lease as set forth in Section S (Legal, Valid Transfer) above.⁵

⁵ Under the PSA§ 8.1(h), the Existing School Lease is required to be terminated as a condition to Closing.

38. Notwithstanding the possible applicability of Bankruptcy Rule 4001(a)(3), Bankruptcy Rule 6004(h), Bankruptcy Rule 6006(d) or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry and the requirements of Bankruptcy Rule 4001(a)(3), Bankruptcy Rule 6004(h) and Bankruptcy Rule 6006(d) are hereby waived, and the parties may consummate the transactions contemplated under the PSA immediately upon entry.

39. This Order constitutes a final order for purposes of Bankruptcy Rules 5003 and 9021.

Dated at Hartford, Connecticut this 20th day of June, 2023.

James J. Tancredi
United States Bankruptcy Judge
District of Connecticut



Exhibit A

PSA

PURCHASE AND SALE AGREEMENT
(Approximately 113.19 acres in Montville, CT)

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (the “Agreement”) is made as of this 2nd day of June, 2023, by and between The Norwich Roman Catholic Diocesan Corporation, a religious corporation organized under the laws of the State of Connecticut (the “Seller” or “Debtor”), whose address is 201 Broadway Norwich, Connecticut 06360 and MTIC Acquisitions, LLC, 13 Crow Hill Road, Uncasville, Connecticut 06382 or its Assigns (the “Purchaser”).

RECITALS

A. The Debtor is the owner of the land and all Improvements thereon located in Montville, Connecticut, known as 1593 Route 32, MBL 041-003-000 consisting of approximately 113.19 acres and as more particularly described on **Exhibit A** annexed hereto (the “Property”).

B. On July 15, 2021, the Debtor filed a voluntary bankruptcy petition pursuant to Chapter 11 of the Bankruptcy Code in the Bankruptcy Case.

C. On April 5, 2023, the Debtor filed the Sale Motion in contemplation of one or more plans on file seeking entry of an order authorizing the Debtor, among other things, to conduct a sale of the Property including approving procedures with respect thereto.

D. In accordance with the Sale Motion, the Debtor now desires to sell the Property on the terms and conditions contained in this Agreement, including obtaining the Final Sale Order, which provides relief pursuant to sections 105, 363, and 365 of the Bankruptcy Code and Rules 4001, 6004, 6006 of the Bankruptcy Rules authorizing the transactions contemplated hereunder.

E. Purchaser desires to acquire Seller’s fee interest in the Property from Seller and Seller desires to transfer its fee interest in the Property to Purchaser, free and clear of all liens, claims and interests pursuant to the Sale Motion and Final Sale Order.

NOW, THEREFORE, in consideration of the mutual covenants and representations herein contained, Seller and Purchaser agree as follows:

ARTICLE 1.
DEFINITIONS

1.1 In this Agreement, and in the Exhibits and Schedules attached hereto, and unless otherwise defined in the recitals or otherwise herein, the following words and phrases shall have the following meanings:

“**Amendment**” means an amendment, renewal, supplement, modification, expansion, restatement, extension, or any other change or revision.

“**Appurtenance**” means all easements, covenants, restrictions, tenements, rights, and appurtenances benefiting or appertaining to the Property and the land lying in the streets and roads in front of and adjoining the Property.

“**Assumed Contracts and Leases**” means contracts and leases listed on **Exhibit E** to be assumed and assigned to the Purchaser under Bankruptcy Code § 365. Any Contract and/or Lease not listed on **Exhibit E** shall be rejected by the Debtor under Bankruptcy Code § 365.

“**Auction**” has the meaning set forth in the Sale Motion.

“**Backup Bidder**” has the meaning set forth in the Bidding Procedures.

“**Bankruptcy Case**” means the case styled *In re: The Norwich Roman Catholic Diocesan Corporation*, Case No. 21-20687.

“**Bankruptcy Code**” means title 11 of the United States Code, §§ 101 *et seq.*

“**Bankruptcy Court**” means the United States Bankruptcy Court for the District of Connecticut.

“**Bankruptcy Rules**” means the Federal Rules of Bankruptcy Procedure.

“**Bidding Procedures**” means the procedures contained in the Sale Motion related to, among other things, the conduct of a sale process for the Property.

“**Bill of Sale**” means the document attached hereto as **Exhibit B**.

“**Business Day**” means any day other than (a) a Saturday or Sunday, (b) a federal or State of Connecticut banking holiday.

“**Closing**” means the closing of the transactions contemplated under this Agreement.

“**Closing Date**” shall have the meaning set forth in Section 6.1.

“**Contracts**” means all agreements of the Debtor.

“**Deposit**” means \$650,000.00.

“**Deposit Refund**” means return of the Deposit to Purchaser without offset, recoupment or

reduction of any kind.

“Development Rights” means all rights of Seller, if any, to the air space above the Land, and all zoning entitlements, development rights and appurtenances accruing to the Property under, or by reason of, any applicable zoning ordinance or other laws.

“Encumbrances” means any and all liens, mortgages, deeds of trust, security agreements, security interests, options, rights of purchase or first refusal, rights-of-way, restrictive covenants, reservations, judgments, Leases, subleases, licenses, assignments, restrictions, or other encumbrances affecting title to the Property.

“Escrow Agent” means Brown Jacobson PC.

“Existing School Lease” means the oral lease of a certain portion of Property between the Seller and School which shall be terminated upon execution of the New School Lease and Closing.

“Final Sale Order” means a final, non-appealable order of the Bankruptcy Court approving the Sale Motion that is not subject to a valid stay.

“Governmental Entity” means the United States, the State, the County, the Town, or the City where the Property is located and any other State in which a party to this Agreement is incorporated or organized.

“Improvements” means all buildings, structures, and improvements located on the Land.

“Land” means the real property more particularly described on **Exhibit A** attached hereto.

“Lease” means all leases, rental agreements, occupancy agreements, subleases, or other agreements which permit or authorize the use and occupancy of the Property, together with any and all, if any, guaranties, security deposits, or other security for performance of a Tenant’s obligations thereunder, all Amendments and/or other agreements forming a part thereof.

“Legal Proceeding” means any litigation, arbitration, administrative proceeding, or other legal proceeding of any kind.

“Licenses and Permits” means all building and other certificates, licenses, permits, and approvals granted by any Governmental Entity pertaining to the ownership or operation of the Property by Seller.

“Local Rules” means the local bankruptcy rules for the United States Bankruptcy Court for the District of Connecticut.

“New School Lease” means the lease that shall be entered into between Purchaser and the School, which shall become effective immediately after the Closing Date, in the form attached hereto as **Exhibit C**.

“Permitted Encumbrance” means an Encumbrance as defined in Section 4.2 hereof accepted by the Purchaser and expressly listed on **Exhibit E**.

“**Person**” means an individual person, a corporation, limited liability company, partnership, trust, joint venture, proprietorship, estate, association, Governmental Entity or other incorporated or unincorporated enterprise, entity, or organization of any kind.

“**Personal Property**” means equipment, machinery and other personal property of every nature and description owned by Seller and located on the Property as set forth in **Exhibit G**.

“**Plans**” means any environmental “Phase I” or other environmental reports prepared by third parties at the direction of Seller or a Tenant in connection with the Property or any portion thereof, which are in Seller’s possession or control “**Property**” means the Land and the Improvements, and Seller’s interest in all Appurtenances, Personal Property (if any), Development Rights, Contracts, Licenses and Permits, Plans, and Warranties and Guaranties.

“**Rejected Contracts and Leases**” means all Contracts and Leases not expressly included on **Exhibit E**.

“**Sale Motion**” means the motion filed on April 5, 2023 in the Bankruptcy Court by the Debtor at Docket No. 1225 seeking approval of this Agreement and authority to sell the Property under section 363 of the Code.

“**School**” means St. Bernard’s School of Montville, Inc.

“**Successful Bidder**” has the meaning set forth in the Sale Motion.

“**Tenant**” means any person or entity having rights to use or occupy portions of the Property, including the School, all of which are collectively referred to herein as the “Tenants”.

“**Termination Date**” means 5:00 p.m. (Connecticut Time) on June 30, 2023.

“**Title Company**” means Chicago/Commonwealth and Fidelity National.

“**Warranties and Guaranties**” means all unexpired warranties and guaranties running to the benefit of Seller in connection with the operation of the Property, if any.

1.2 Unless specified to the contrary, references to sections, exhibits and schedules mean the particular section, exhibit or schedule in or to this Agreement, all of which exhibits and schedules are made a part hereof for all purposes the same as if set forth herein verbatim; it being expressly understood that if any exhibit attached hereto which is to be executed and delivered at Closing contains blanks, such exhibit attached hereto shall be deemed completed in the form executed.

1.3 Wherever used in this Agreement:

1. the words “include” or “including” shall be construed as incorporating, also, “but not limited to” or “without limitation”;
2. the word “day” means a calendar day unless otherwise specified;
3. the word “party” means each of Seller and Purchaser;
4. the word “law” (or “laws”) means any statute, ordinance, resolution, regulation, code, rule, order, decree, judgment, injunction, mandate, or other legally binding

requirement of a Governmental Entity; provided, however, only the partnership, corporate or limited liability company laws, as applicable, of a State other than Connecticut shall be deemed to be “laws” under this Agreement; and

5. each reference to “\$” or “dollars” means United States dollars.

1.4 Certain other words and phrases are defined or described elsewhere in this Agreement.

ARTICLE 2. **PURCHASE AND SALE**

2.1 Purchase and Sale. Subject to the terms and conditions of this Agreement, Seller in consideration of the Purchase Price (defined below), hereby agrees to sell and convey to Purchaser, and Purchaser hereby agrees to purchase from Seller, the Seller’s right, title and interest in the following:

The Property, all rights, privileges and easements appurtenant to the Property, all development rights and entitlements relating to the Property, all water, wastewater and other utility rights relating to the Property, and any and all easements, rights-of-way, adjacent streets, walls, alleys and other Appurtenances used in connection with the beneficial use and enjoyment of the Property;

All of either Seller’s right, title and interest in and to any and all (i) Warranties and Guaranties and beneficial indemnities currently in force and effect with respect to the Property, (ii) Licenses and Permits, certificates of occupancy, agreements, utility contracts, or similar documents relating to the Property, and (iii) design contracts, plans, drawings, specifications, surveys, engineering reports, environmental reports and other third-party reports pertaining to the physical characteristics of the Property; and

All of either Seller’s right, title and interest in and to any insurance proceeds or awards for damages to the Property resulting from any taking in eminent domain and/or from any fire or other casualty.

ARTICLE 3. **PURCHASE PRICE**

3.1 Purchase Price. Subject to the prorations and adjustments described elsewhere in this Agreement, the total purchase price (the “Purchase Price”) for the Property shall be **\$6,550,000.00.**

3.2 Payment of Purchase Price. The Purchase Price shall be paid by Purchaser to Seller as follows:

- (a) The Deposit that the Purchaser tendered at the time of the submission of its Qualified Bid (as that term is defined in the Bidding Procedures) shall be applied toward the Purchase Price at Closing and shall otherwise be paid or applied in accordance with this Agreement and Final Sale Order. The Deposit shall not be subject to any lien, attachment, trustee process or any other judicial process of any creditor of Seller or Purchaser. If the Deposit is not timely deposited, this Agreement shall automatically terminate ab initio and shall be of no force or effect. The Deposit Refund shall occur as more fully set forth in this Agreement including, without limitation, as provided in Section 10.2 regarding Seller’s default under this Agreement.

- (b) Upon Closing, by wire transfer drawn by and upon a federally regulated or state-chartered bank, the proceeds of which are immediately available, the sum of \$5,900,000.00.
- (c) The Escrow Agent shall hold the Deposit pursuant to the following:
 - (i) Escrow Agent shall hold the Deposit in a non-interest bearing trust account until the Closing, or until this Agreement is sooner terminated as provided herein and shall pay over or apply the Deposit in accordance with the terms of this Agreement. At the Closing, the Deposit shall be paid by Escrow Agent to Seller.
 - (ii) If for any reason the Closing does not occur and either party makes a written demand upon Escrow Agent for payment of the Deposit, which demand shall specify the reason the Closing did not occur, Escrow Agent shall deliver a copy of the written demand to the other party. If Escrow Agent does not receive a written objection to the proposed payment from the other party within ten (10) Business Days after receiving such notice, Escrow Agent is hereby authorized to make such payment. If Escrow Agent does receive written objection within such ten (10) Business Days, or, if for any other reason, Escrow Agent in good faith shall elect not to make such payment, Escrow Agent shall continue to hold the Deposit until otherwise directed by written instructions from both parties to this Agreement or a final judgment of the Bankruptcy Court. In such event, the parties agree to diligently pursue a resolution of the dispute regarding the Deposit.
 - (iii) Seller and Purchaser understand and agree that Escrow Agent's duties under this Agreement are purely ministerial, and that Escrow Agent's sole duty shall be to act in accordance with the express terms of this Agreement. Escrow Agent may act in reliance upon any writings or signatures believed by it, in good faith, to be genuine and may assume that any person purporting to give any writing, notice or instruction in connection with the provisions of this Agreement have been authorized to do so.
 - (iv) Notwithstanding anything contained herein to the contrary, if, for any reason, Escrow Agent becomes involved in any formal or informal dispute, litigation or arbitration relating hereto, Escrow Agent is hereby authorized to withdraw as Escrow Agent and to deposit the Deposit with the Bankruptcy Court. Upon the withdrawal of Escrow Agent, Escrow Agent shall be fully relieved and discharged of any further duties as Escrow Agent.
 - (v) Seller and Purchaser hereby jointly and severally agree to indemnify Escrow Agent and hold Escrow Agent harmless from any losses, liabilities, claims, damages, costs, or expenses, including without

limitation attorney's fees and litigation costs, suffered, or incurred by Escrow Agent in connection with the performance of Escrow Agent's duties hereunder.

3.3 Liabilities Not Assumed. Subject to Section 6.4, Purchaser shall not assume or become responsible for any debts, liabilities, contractual obligations, expenses, duties, obligations or claims of any nature whatsoever of Seller (and Seller shall continue to be solely and fully responsible therefor) (collectively, the "Excluded Liabilities"), other than liabilities arising after the Closing.

ARTICLE 4.
DELIVERY OF DOCUMENTS, CONDITIONS
OF TITLE AND PERMITTED ENCUMBRANCES

4.1 Within seven (7) Business Days after a fully executed counterpart of this Agreement is delivered to Purchaser (except as otherwise provided), Seller shall deliver (except as otherwise provided) the following information and documents to Purchaser:

(a) Copies of statements in Seller's possession of the ad valorem, intangible and other real and personal property taxes, special and general assessments, school taxes, water, and sewer charges against the Property.

(b) The most recent surveys of the Property in Seller's possession, if any, (collectively, the "Survey"). Any updated surveys required in connection with Purchaser's acquisition of the Property shall be ordered and paid for by Purchaser.

(c) Copies of any unrecorded written agreements with utility companies or any other entity, in Seller's possession or control, and copies of any unrecorded easements in Seller's possession.

(d) Copies of all Leases, Lease files, Licenses and Permits, Plans, and Warranties and Guaranties related to the Property in Seller's possession.

(e) The most recent title commitments and title policies for the Property in Seller's possession.

(f) Copies of all Plans.

4.2 Within ten (10) Business Days after the date of this Agreement, Purchaser shall cause the Title Company to deliver to Purchaser and Seller: (a) a current commitment for an ALTA Owner's Policy of Title Insurance issued by the Title Company (the "Title Policy"), whereby said Title Company commits to issue its Title Policy written in accordance with this Agreement (the "Commitment"); and (b) copies of all instruments shown as exceptions on the Commitment. The Commitment shall describe the Property; shall list Purchaser as the prospective named insured; shall show as the policy amount the Purchase Price; and shall contain the commitment of the Title Company to insure Purchaser's fee interest in the Property upon the Closing. The Commitment shall show the status of the title of the Property and all exceptions that would appear in the Title Policy. Any items or exceptions to title which are accepted or waived in writing or deemed to have been accepted or waived by Purchaser pursuant to the terms of this Agreement, are Permitted Encumbrances. For the avoidance of doubt, any Encumbrance other than a Permitted Encumbrance, including any Encumbrance or ownership interest of the School in the Property shall be disallowed or otherwise deemed invalid by the Final Sale Order.

ARTICLE 5.
CONDITIONS TO CLOSING

5.1 Conditions to Obligations of Purchaser. The obligations of Purchaser to execute and deliver the applicable Closing Documents (as defined in Section 6.2) and to pay the Purchase Price shall be subject to the satisfaction of each of the following conditions at or prior to the Closing, unless otherwise specified:

(a) Title to the Property shall be free of Encumbrances other than Permitted Encumbrances and except as otherwise provided herein.

(b) Seller shall have executed (where applicable) and delivered the Closing Documents to be executed and delivered by Seller.

(c) All of the representations and warranties of Seller contained in this Agreement shall have been true and correct in all material respects when made, and shall be true and correct in all material respects on the Closing Date with the same effect as if made on and as of such date.

(d) Seller shall have performed, observed, and complied in all material respects with all covenants, agreements, and conditions required by this Agreement to be performed, observed, and complied with on Seller's part prior to or as of the Closing Date.

(e) Entry of the Final Sale Order.

(f) Purchaser shall have received the Commitment for the Title Policy, which shall be consistent with this Agreement, including Section 4.2.

5.2 Conditions to Obligations of Seller. The obligations of Seller to execute and deliver the applicable Closing Documents and to perform Seller's other obligations at the Closing under this Agreement are and shall be subject to the satisfaction of each of the following conditions at or prior to the Closing:

(a) Purchaser shall have delivered the Purchase Price to Seller at the Closing pursuant to the terms of this Agreement.

(b) Purchaser shall have executed (where applicable) and delivered the Closing Documents to be executed and delivered by Purchaser.

(c) Entry of the Final Sale Order.

(d) Seller having obtained the approval of sale by the bishop and the Holy See as provided for Canon Law 1291 et seq. Purchase shall cooperate with Seller in obtaining all approvals as required by Canon Law 1292. In the event that one of the above conditions precedent in Section 5.2(a)-(b) to the obligations of Seller shall not occur on or by the Closing Date and the occurrence of such condition is not waived by Seller, then upon written notice from Seller to Purchaser delivered on or prior to the Closing Date, this Agreement shall terminate, and within five (5) Business Days the Deposit Refund shall occur, and neither party shall have any further obligation to the other. In the event that the condition precedent in Section 5.2(c) to the obligations of Seller shall not occur on or by the Closing Date, the Purchaser is not in default hereunder and the occurrence of such condition is not waived by Seller, then upon written notice from Seller to Purchaser delivered on or prior to the Closing Date, this Agreement shall terminate, and within five (5) Business Days the Deposit Refund shall occur, and neither party shall have any further obligation to the other. Seller's acceptance of the Purchase Price at Closing shall signify that all conditions to Seller's obligations to close the transaction contemplated in this Agreement have either been fulfilled by Purchaser or waived by Seller, subject only to such matters as may be specifically stated in this Agreement to survive the Closing. In the event that the condition precedent in Section 5.2(d) to the obligations of Seller shall not occur on or by the Closing Date, the Purchaser is not in default hereunder and the occurrence of such condition is not waived by Seller, then upon written notice from Seller to Purchaser delivered on or prior to the Closing Date, this Agreement shall terminate, and within five (5) Business Days the Deposit Refund shall occur, and neither party shall have any further obligation to the other. Alternatively, Seller shall have an additional thirty (30) day time period to obtain the required approvals under Canon Law 1292. Seller's acceptance of the Purchase Price at Closing shall signify that all conditions to Seller's obligations to close the transaction contemplated in this Agreement have either been fulfilled by Purchaser or waived by Seller, subject only to such matters as may be specifically stated in this Agreement to survive the Closing.

5.3 Fiduciary Out Clause. If Seller reasonably determines in good faith based upon the advice of outside counsel that continued performance under this Agreement would be inconsistent with the exercise of its fiduciary duties under applicable law, then Seller shall provide notice of such determination to the Purchaser within five (5) Business Days after the date thereof and, thereafter, Seller may terminate this Agreement upon return to Purchaser the amount being held in escrow.

ARTICLE 6. **CLOSING**

6.1 Closing. The Closing will take place remotely via the exchange of electronic documents and signatures by electronic mail (or wet signatures, as required for the Property) on the date that is within one (1) Business Day of the entry of the Final Sale Order ("Closing Date"), time is of the essence as to the Closing Date.

6.2 Seller's Obligations at Closing. At the Closing, Seller shall deliver to Purchaser possession of the Property free from any rights of possession of anyone whomsoever, including Tenants or other occupants, except as a condition of closing, the Purchaser shall enter into the New School Lease

with the School as Tenant, and shall deliver to Purchaser, as applicable, the following documents (the “Closing Documents”):

(a) a quit claim deed (herein so called), in form and substance reasonably satisfactory to Purchaser, as applicable for the Property, conveying fee simple title in the Property to Purchaser, subject only to Permitted Encumbrances;

(b) counterparts of a Bill of Sale, if applicable (herein so called), in form and substance as set forth on **Exhibit B** attached hereto, duly executed by Seller, conveying the Personal Property, Development Rights, Contracts, Licenses and Permits, Warranties and Guaranties and Plans owned and transferable by Seller for the Property to Purchaser;

(c) customary affidavits executed by Seller as the Title Company shall reasonably require in order to omit from the Title Policy all exceptions for (i) mechanic’s and materialman’s liens for work conducted by Seller, and (ii) Tenants.

(d) good and immediately available funds in the amount due Purchaser under the proration provisions of Article 7 below; provided, however, at the election of Seller, such sums may instead be credited against the Purchase Price to be paid by Purchaser to Seller under Section 6.3 below;

(e) a certificate of an officer of Seller, reflecting the authorization of (i) the actions to be taken by Seller under this Agreement and (ii) the execution and delivery of this Agreement, the Closing Documents and all other documents required to be executed and delivered by Seller pursuant to this Agreement;

(f) originals (or photocopies certified by Seller to be true and complete if originals are not available) of Contracts, Licenses and Permits, Plans and Warranties and Guaranties, if any, in Seller’s possession;

(g) any State and local transfer tax or other forms required to be filed in connection with the sale of the Property or the recording of the quit claim deed, together with sufficient funds to pay said transfer taxes;

(h) a closing statement prepared by Seller, as reasonably approved by Purchaser, reflecting the Purchase Price and all adjustments and proration provided for herein (the “Closing Statement”), executed by Seller;

(j) an affidavit of Seller certifying that Seller is not a ‘foreign person,’ as defined in the federal Foreign Investment in Real Property Tax Act of 1980, and the 1984 Tax Reform Act, as amended; and

(k) the New School Lease, duly executed by Purchaser and Tenant.

6.3 Purchaser’s Obligation at Closing. At Closing, Purchaser shall deliver to Seller through the Title Company, as applicable, the following:

(a) the balance of the Purchase Price (\$5,900,000.00) by wire transfer of immediately available funds to the account of Seller after credit for all applicable credits and proration;

(b) executed counterparts of the Bill of Sale, if any, originally executed by Purchaser; and

(c) counterparts of the Closing Statement, executed by Purchaser.

6.4 Closing Costs. Except as otherwise expressly provided herein, Purchaser shall pay (i) all sales taxes on personal property, if any, (ii) the title premiums and the cost of any endorsements to the Title Policy required by Purchaser, if any, and the search and examination fees, (iii) Purchaser's share of prorations, (iv) the cost of updating the Survey, if required by Purchaser and (v) all recording charges (other than for discharges of mortgages). Seller shall pay (i) Seller's share of prorations, and (ii) all applicable state, city and county deed stamp tax, excise, documentary stamp, conveyance, and transfer taxes, except if (1) the Closing Date occurs within one Business Day of the entry of the Final Sale Order, and (2) the Bankruptcy Court finds that the Sale is not exempt under section 1146(a) of the Bankruptcy Code, the Purchaser shall be responsible for state and local conveyance taxes, if any. Except as otherwise provided herein, each party shall pay its own attorneys' fees.

6.5 Allocation of Purchase Price. Seller and Purchaser shall reasonably cooperate with each other to allocate the Purchase Price to the Land and Improvements, the Personal Property, and such other components constituting the Property to be conveyed herein.

ARTICLE 7. **PRORATIONS**

7.1 The following shall be apportioned and adjusted between Seller and Purchaser as of 11:59 p.m. (Connecticut time) the day preceding the Closing Date:

(a) Any water and sewer rents and charges; vault taxes or charges, elevator inspection charges (if any) and other like and similar municipal taxes and charges, each on the basis of the fiscal year or other period for which assessed, and apportioned upon the basis of the actual number of days in such year or period;

(b) Any electric, gas, steam and other public utility charges for services furnished to the Property on the basis of the actual number of days in any period covered by the charge being apportioned (except that no apportionment shall be made for any of such items as are furnished and charged by the applicable utility company directly to Tenant under any Leases).

7.2 LEFT INTENTIONALLY BLANK.

7.3 LEFT INTENTIONALLY BLANK.

7.4 The apportionment (if any) of utility charges shall be made upon the basis of charges shown on the latest available bills of such utilities. The charges shown on such available bills for periods prior to the Closing Date shall be paid by Seller, and for the period from the date of each such last available utility bill to the Closing Date an apportionment shall be made based on the amount charged for the period covered by such last available bill. Seller will use all reasonable efforts to cause the respective utility companies to read its meters or fix its charges to the Closing Date, in which event Seller shall pay such charges, when billed, to the Closing Date and Seller's accounts with the utility companies will be cancelled, and Purchaser shall open new accounts with the utility companies and pay such charges from and after the Closing Date and/or promptly reimburse Seller for any such charges paid by Seller for any period subsequent to the Closing Date.

7.5 If any item covered by this Article cannot be apportioned because the same has not been (or cannot be) fully ascertained on the Closing Date, or if any error has been made with respect to any apportionment, then such item shall be apportioned (or corrected, as applicable) as soon as the same is fully ascertained and shall be paid promptly thereafter by the appropriate party.

7.6 LEFT INTENTIONALLY BLANK.

7.7 In the event either Purchaser or Seller shall owe the other any money as a result of the terms of this Article 7 (whether at Closing or thereafter), then the party owing such money shall pay the other party such money promptly, as soon as the amount is finally determined.

7.8 This Article 7, and all rights and duties of the parties hereunder, shall survive the Closing for 180 days.

ARTICLE 8. **REPRESENTATIONS AND WARRANTIES**

8.1 **Representations and Warranties of Seller.** Seller represents and warrants to Purchaser as follows, which representations and warranties shall be true and correct as of the date hereof and as of the Closing Date:

(a) Seller has sole, good and marketable fee simple title to the Property.

(b) The Property is sufficient for the continued conduct of the School's educational mission after the Closing in substantially the same manner as conducted prior to the Closing and constitutes all of the Property necessary to conduct the School's educational mission as currently conducted. Each structure and fixture on the Property is, to the Knowledge of Seller, structurally sound with no known structural defects, and in good operating condition and repair (normal wear and tear excepted).

(c) Subject to entry of the Final Sale Order and such other authorization as is required by the Bankruptcy Court or Canon Law, Seller has the requisite capacity, power and authority, and has taken all action necessary to execute and deliver this Agreement and to consummate the transactions contemplated by this Agreement. This Agreement has been duly executed and delivered by Seller. Subject to entry of the Final Sale Order and such other authorization as is required by the Bankruptcy Court and Canon Law, this Agreement constitutes a legal, valid and binding agreement of Seller, enforceable against Seller in accordance with its terms.

(d) Upon the entry of the Final Sale Order and receipt of the request approvals under Canon Law, the execution and delivery of the Closing Documents will not (A) violate any provision of the articles of organization of Seller; (B) violate, conflict with or result in a breach or termination of, or give any other party the right to terminate, or constitute a default under the terms of, any agreement to which Seller is a party or by which it is bound; (C) violate any judgment, order, injunction, award or decree of any Governmental Entity against or binding upon Seller or upon the Property or business of Seller; or (D) constitute a violation by Seller of any applicable law or regulation to which Seller is subject.

(e) **FIRPTA.** Seller is not a foreign person within the meaning of Section

1445(b) (2) of the Internal Revenue Code of 1986, as amended.

(f) **Documents Delivered.** The Seller documents delivered or to be delivered to Purchaser pursuant to Section 4.1 are true, correct, and complete copies in all material respects of the documents in Seller's possession.

(g) **Other Agreements.** Seller is not a party to any outstanding contracts or options to purchase the Property or any portion thereof in favor of any third party.

(h) **Leases.** Seller represents that other than the Existing School Lease (which shall be terminated as a condition to Closing), no leases are in effect for the Property.

8.2 Representations and Warranties of Purchaser. Purchaser represents and warrants to Seller as follows:

(a) **Organization.** The Purchaser is a limited liability company formed under the Connecticut Act by filing its Articles of Organization with the Secretary of State of Connecticut on or about June 6, 1996, duly organized, validly existing and in good standing and has all requisite authority to carry on its business; its sole member is the Mohegan Tribe of Indians of Connecticut.

(b) **Corporate Authorization.** The execution, delivery and performance of this Agreement by Purchaser, and the consummation by Purchaser of the transactions contemplated by this Agreement (the "Transaction"), subject to requisite Bankruptcy Court approvals, have been duly and validly authorized by all requisite organizational action, and no other corporate or similar organizational proceedings are necessary to authorize the execution, delivery or performance of this Agreement by it. This Agreement has been duly and validly executed and delivered by Purchaser, and, assuming this Agreement is a valid and binding obligation of the Seller, this Agreement constitutes a valid and binding obligation of Purchaser, enforceable against it in accordance with its terms, upon approval of the Bankruptcy Court.

(c) **Governmental Authorization.** The execution, delivery and performance by Purchaser of this Agreement and the consummation of the Transactions by Purchaser require no action by or in respect of, or filing with, any governmental authority other than (a) consents, approvals or authorizations of, or declarations or filings with, the Bankruptcy Court, and (b) any such action or filing as to which the failure to make or obtain would not have a material effect on Purchaser or its ability to consummate the Transactions.

(d) **Noncontravention.** Neither the execution and delivery of this Agreement nor the consummation of the Transactions will (a) conflict with or result in any breach of any provision of organizational documents of Purchaser; (b) require any filing with, or the obtaining of any permit, authorization, consent or approval of, any Governmental Entity; (c) violate, conflict with or result in a default (or any event which, with notice or lapse of time or both, would constitute a default) under, or give rise to any right of termination, cancellation or acceleration under, any of the terms, conditions or provisions of any note, mortgage, other evidence of indebtedness, guarantee, license, agreement, lease or other contract, instrument or obligation to which Purchaser is a party or by which Purchaser or any of its assets may be bound; or (d) violate any Law applicable to Purchaser, except, with respect to clauses (b), (c) and (d), such requirements, violations, conflicts, defaults or rights which would not prevent Purchaser from consummating the Transactions.

(e) **Availability of Purchase Price.** Purchaser has sufficient funds available to it in cash to pay or cause to be paid any cash portion of the Purchase Price. Upon the consummation of the Transactions, (a) Purchaser will not be insolvent as defined in Section 101 of the Bankruptcy Code,

(b) Purchaser will not be left with unreasonably small capital, Purchaser will not have incurred debts beyond its ability to pay such debts as they mature, and the capital of Purchaser will not be impaired.

(f) **Litigation.** There is no action, suit, investigation or proceeding pending against or, to the knowledge of Purchaser, threatened against Purchaser before any governmental authority which in any manner challenges or seeks to prevent, enjoin, materially alter or materially delay the Transactions.

(g) **Use of Property.** The Purchaser intends to use the Property after Closing as follows: The Purchaser's proposed use of the Property is to continue and enhance the current use by using it for cultural, educational and tribal community purposes. In purchasing the Property, the Purchaser's intended use also is to maintain its current state, which is used by the School for educational purposes. By purchasing the Property, the Purchaser is promoting the reacquisition of tribal homelands.

(h) **School Lease.** The Purchaser shall enter into the New School Lease at the Closing and honor the terms and conditions of the New School Lease post-Closing.

(i) **No Outside Reliance; Investigation.** Purchaser acknowledges and agrees that the representations and warranties made by Sellers to Purchaser in Section 8.1 (as qualified by the express terms and conditions (including limitations and exclusions) of this Agreement) (the "Express Representations") are the sole and exclusive representations, warranties and statements of any kind made to Purchaser and on which Purchaser may rely in connection with the Transactions. Purchaser acknowledges and agrees all other representations, warranties and statements (other than the Express Representations) of any kind or nature expressed or implied, whether in written, electronic or oral form, in each case, made or provided by Seller, its advisors or any other person are disclaimed by Seller. Purchaser acknowledges and agrees that in making its decision to enter into this Agreement and all agreements and instruments in connection herewith and to consummate the transactions contemplated hereby and thereby it (i) has been afforded the opportunity to ask questions of and receive answers from the Seller or the School, (ii) has conducted its own independent investigation of Seller and the School, and has not relied on any representation, warranty or other statement by Seller, the School or any other Person on behalf of any Seller or the School, other than the Express Representations and (iii) has relied solely upon its own investigation and the Express Representations.

(j) **Outside Reliance; Investigation.** NEITHER PURCHASER, NOR ANY OTHER PERSON HAS MADE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER, RELATING TO PURCHASER IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED HEREBY, OTHER THAN PURCHASER'S EXPRESS REPRESENTATIONS.

8.3 Survival. None of the representations or warranties of Seller set forth in this Agreement, or in any other agreement or certificate executed in connection with, or delivered pursuant to, this Agreement shall survive the Closing. Other than the requirements of further assurances and actions specifically identified to be taken post-Closing, all other covenants of Seller shall expire upon Closing. All representations and warranties of Purchaser shall survive the Closing for a period of twelve (12) months, and any other covenants of Purchaser shall expire upon Closing. This Section 8.3 shall not limit any covenant or agreement of any Party which, by its term, contemplates performance after the Closing, but only to the extent such covenants and agreement are to be performed, or prohibit actions, subsequent to the Closing.

ARTICLE 9.
RISK OF LOSS

9.1 Risk of Loss. Until the transfer of title and possession on the Closing Date, the risk of loss by fire or other casualty to the Property shall be borne by Seller who shall keep the Property insured against such loss to the full extent of the fair insurable value thereof. In the event of any such loss prior to the Closing, Purchaser may elect to either rescind this Agreement with a consequent payment of the Deposit Refund or to accept the proceeds of any insurance proceeds received by Seller and to perform under the terms of this Agreement.

9.2 Condemnation. If, prior to the Closing, an action is initiated to take the Property by eminent domain proceedings or by deed in lieu thereof (a "Condemnation"), Seller, upon receipt of written notice of such action from any Governmental Entity, shall immediately give Purchaser written notice of such Condemnation, Purchaser shall have the right to (a) terminate this Agreement, in which event the Deposit Refund shall occur within five (5) Business Days or (b) consummate the Closing, in which latter event all of Seller's assignable right, title and interest in and to the award of the condemning authority shall be assigned to Purchaser at the Closing and there shall be no reduction in the Purchase Price.

ARTICLE 10.
DEFAULT

10.1 Permitted Termination. If this Agreement is terminated by either party pursuant to a right expressly given to it hereunder (a "Permitted Termination"), neither party shall have any further obligation to the other party except as expressly provided in the Agreement.

10.2 Default Remedies of Purchaser.

(a) Seller shall be in default hereunder if through no fault of Purchaser, Seller shall fail to Close on the sale of the Property on or before the Termination Date.

(b) In the event of a default by Seller under this Section 10.2, then provided Purchaser is not in default hereunder (and provided Purchaser has notified Seller of the specific nature of such default and allowed Seller a ten (10) Business Day period to cure such default (the "Remedy Period")), Purchaser may, at Purchaser's sole option on or prior to Closing, either (i) terminate this Agreement by written notice delivered to Seller at or prior to the Closing, in which event the Deposit Refund shall occur within five (5) Business Days and thereafter neither Seller nor Purchaser shall have any obligations to the other under this Agreement, except as specifically set forth herein, or (ii) obtain specific performance of Seller's obligations hereunder pursuant to a motion to enforce the Final Sale Order.

10.3 Default Remedies of Seller.

(a) Purchaser shall be in default hereunder if Purchaser shall fail to meet, comply with, or perform in any material respect any covenant, agreement, or obligation on its part required, and Purchaser fails to cure such breach or failure within ten (10) Business Days after written notice from Seller of such breach.

(b) In the event of a default by Purchaser under Section 10.3(a), then Seller may terminate this Agreement by written notice delivered to Purchaser at or prior to the Closing, in which

event Seller shall retain the Deposit, it being agreed between Purchaser and Seller that such sum shall be liquidated damages and the sole and exclusive remedy for Seller for a default by Purchaser hereunder because of the difficulty, inconvenience and uncertainty of ascertaining actual damages for such default and thereafter neither Seller nor Purchaser shall have any obligations to the other under this Agreement, except as specifically set forth herein.

ARTICLE 11.
SELLER'S PRE-CLOSING OBLIGATIONS

11.1 Operations. Seller hereby agrees and covenants that from the date hereof through the Closing or earlier termination of this Agreement:

(a) Seller shall not, without the prior written approval of Purchaser, enter into any Contract or Lease with regards to the Property that will be binding on Purchaser or the Property after the Closing except a Contract or Lease in the ordinary course of business of the Property provided that any such Contract or Lease in any event can be terminated upon 30 days' notice without payment or penalty.

(b) Seller shall not consent to any zoning changes of the Property without the prior written consent of Purchaser.

(c) Seller shall maintain its current liability insurance for the Property.

(d) Seller shall not sell or otherwise encumber the Property.

(e) Seller will not alter the physical condition of the Property in any material respect.

ARTICLE 12.
BROKERS

12.1 The parties hereby agree and acknowledge that there is no agent or broker involved in the transaction contemplated under this Agreement and no other agent(s) or broker(s) showed the Property to Purchaser or participated in the sale of the Property.

ARTICLE 13.
BANKRUPTCY MATTERS

13.1 Bankruptcy Court Approval.

(a) Seller is the debtor and debtor in possession in the Bankruptcy Case. As soon as practicable the Debtor shall file papers with the Bankruptcy Court identifying the Purchaser as the Successful Bidder and seeking approval of a process to obtain authority to sell the Property pursuant to a sale under section 363 of the Code. Accordingly, the Bankruptcy Court shall have approved this sale for this purchase to proceed. For the avoidance of doubt, the transaction contemplates the entry of Bidding Procedures and, ultimately, the entry of a Final Sale Order, which shall include findings that 1) the Purchaser is a good faith purchaser for fair consideration under section 363(m) of the Bankruptcy Code, and 2) the sale and purchase of the Property is free and clear of all liens, claims (including those that constitute a "claim" as defined in section 101(5) of the Bankruptcy Code), rights, liabilities, encumbrances, and interests of any kind or nature whatsoever

against the Debtors or the Property (other than the rights of the School as expressly provided in the New School Lease). The parties shall also seek for the Final Sale Order to provide a waiver of the 14 day stay period under Bankruptcy Rule 6004(h) and that the terms and conditions of the Final Sale Order will be immediately effective and enforceable upon its entry. Unless Purchaser unilaterally extends the date for Court Approval, if Court Approval does not occur by June 30, 2023, this Agreement shall terminate, and within five (5) Business Days the Deposit Refund shall occur, and neither Party shall have any further obligation to the other, except those that specifically survive termination of the Agreement.

(b) Seller and Purchaser each acknowledge that this Agreement and the sale of the Property by Purchaser are subject to Bankruptcy Court approval. Purchaser acknowledges that to obtain such approval, Seller must demonstrate that it has taken reasonable steps to obtain the highest and otherwise best offer possible for the Property, and that such demonstration will include giving notice of the transactions contemplated by this Agreement to creditors and other interested parties as ordered by the Bankruptcy Court, and, if necessary, conducting the Auction.

(c) Final Sale Order. Purchaser agrees that it will take such actions as are reasonably requested by Seller to assist in obtaining entry of the Final Sale Order, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of demonstrating that Purchaser is a “good faith” purchaser under Section 363(m) of the Bankruptcy Code.

(d) Bidding Procedures. Prior to the conclusion of the Auction, Purchaser agrees and acknowledges that Seller, including through its respective legal and financial advisors, is and may continue soliciting inquiries, proposals, or offers from third parties for all or any part of the Property, and are and may continue discussing and negotiating such inquiries, proposals or offers and providing information to Third Parties in connection therewith, as contemplated by the Bidding Procedures.

(e) Backup Bidder. If an Auction is conducted, and Seller does not choose Purchaser as the Successful Bidder, but instead choose Purchaser as the Backup Bidder, Purchaser must perform as the Backup Bidder in accordance with the Bidding Procedures. If Purchaser is chosen to be the Backup Bidder, Purchaser will be required to keep its bid to consummate the transactions contemplated by this Agreement on the terms and conditions set forth in this Agreement (as the same may be improved upon by Purchaser prior to or at the Auction) open and irrevocable until the Closing of the sale of the Purchased Assets to the Successful Bidder. If the agreement with the Successful Bidder is terminated prior to the termination of this Agreement, and if Purchaser is the Backup Bidder, Purchaser will be deemed to be the Successful Bidder and will forthwith consummate the transactions contemplated by this Agreement on the terms and conditions set forth in this Agreement (as the same may be improved upon by Purchaser prior to or at the Auction).

(f) Rejected Contracts and Leases. Contracts and Leases, if any, not expressly included on Exhibit E shall be rejected by the Debtor under Bankruptcy Code § 365. For the avoidance of doubt, the Debtor will be solely responsible for any cure amounts or rejection damages corresponding therewith under Bankruptcy Code § 365.

(g) If any conflict arises between the terms of this, on the one hand, and the Final Sale Order, on the other, the terms of the Final Sale Order shall control in all respects.

ARTICLE 14.
MISCELLANEOUS

14.1 **Notices.** All notices, demands and requests which may be given or which are required to be given by either party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective when (a) personally delivered to the address of the party to receive such notice set forth below, (b) transmitted if sent via facsimile or email (with confirmation of successful transmission), (c) the next succeeding Business Day after deposit with a nationally recognized overnight courier service (e.g., Federal Express) and addressed to the party as set forth below, or (d) three days after when deposited in any post office or mail receptacle regularly maintained by the United States Government, certified or registered mail, return receipt requested, postage prepaid, addressed as follows, or to such other place as Seller or Purchaser or Title Company, respectively, may from time to time designate by written notice to the other. A notice may be given by a party or by a party's attorney at law:

If to Seller: The Norwich Roman Catholic Diocesan Corporation
201 Broadway
Norwich, CT, 06360
Attn: Bishop Michael Cote

With copies to: Brown Jacobson, PC 22
Courthouse Square
Norwich, CT, 06360
Attn: Jeffrey R. Godley, Esq.
Phone: (860)889-3321
Fax: (860) 886-0673
E-mail: jgodley@brownjacobson.com

If to Purchaser: MTIC Acquisitions, LLC

Attn: Manager

13 Crow Hill Road

Uncasville, CT 06382

With copies to: Mohegan Tribe of Indians

Attn: Attorney General

13 Crow Hill Road

Uncasville, CT 06382

14.2 **Entire Agreement.** This Agreement embodies the entire agreement between the parties relative to the subject matter hereof, and there are no oral or written agreements between the parties, nor any representations made by either party relative to the subject matter hereof, which are not expressly set forth herein. The parties hereto do not intend to confer any benefit hereunder on any

Person other than the parties hereto.

14.3 Amendment. This Agreement may be amended only by a written instrument executed by the party or parties to be bound thereby.

14.4 Headings. The captions and headings used in this Agreement are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Agreement.

14.5 Governing Law. This Agreement shall be governed and construed by the internal laws of the State of Connecticut.

14.6 Successors and Assigns. This Agreement shall bind and inure to the benefit of Seller and Purchaser and their respective successors and permitted assigns.

14.7 Invalid Provision. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and, the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid, or unenforceable provision or by its severance from this Agreement.

14.8 Multiple Counterparts; Electronic Signatures. This Agreement may be executed in a number of identical counterparts which, taken together, shall constitute collectively one (1) agreement; in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart with each party's signature. Further, this Agreement may be executed by facsimile or by portable document format (.pdf) signature, such that execution of this Agreement by facsimile or by portable document format (.pdf) signature shall be deemed effective for all purposes as though this Agreement was executed as a "blue ink" original.

14.9 Construction. The words "herein" "hereof" "hereunder" and other similar compounds of the words "here" when used in this Agreement shall refer to the entire Agreement and not to any particular provision or section. Whenever used in this Agreement, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. Marginal notes are inserted for convenience only and shall not form part of the text of this Agreement. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same.

14.10 Waivers. No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

14.11 Time of Essence. Seller and Purchaser hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation, and provision hereof and that failure to timely perform any of the terms, conditions, obligations or provisions hereof by either party shall constitute a material breach of and a non-curable default under this Agreement by the party so failing to perform.

14.12 No Joint Venture. This Agreement shall not create a partnership or joint venture relationship between Purchaser and Seller.

14.13 Assignment. Purchaser shall have a right to assign this Agreement to any entity which directly or indirectly, controls, is controlled by or under common control with Purchaser (an “Affiliate”), or to a Qualified Intermediary as part of a 1031 transaction. Any such assignment to Purchaser’s Affiliate shall release Purchaser from its duties, liabilities, or obligations under this Agreement.

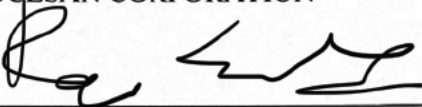
14.14 Timing. If the final date of any period which is set out in any provision of this Agreement falls on a Saturday, Sunday, or legal holiday under the law of the United States or the State of Connecticut, in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

[Signatures on following page]

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the date first written above.

SELLER:

SELLER NAME
THE NORWICH ROMAN CATHOLIC
DIOCESAN CORPORATION

By: 

Name: Msgr. Leszek Janik
Title: Vicar General

PURCHASER:

PURCHASER NAME
MTIC ACQUISITIONS, LLC

By: 

Name: R. James Gessner
Title: Manager

(Signature Page to Purchase and Sale Agreement)
(Approximately 113.19 acres in Montville, CT)

EXHIBIT A

(Legal Description)

EXHIBIT "A"

Legal Description

PARCEL 1

A certain tract or parcel of land with the buildings thereon standing located on the easterly side the highway known as Route No. 32 in the Town of Montville and is bounded and described as follows:

Beginning at a point on the Easterly Line of the State Highway known as Route No. 32 at the dividing line between the herein conveys tract and land of Edward N. O'Brien and running; thence North 37° 1' East, 173.81 feet to a Connecticut Highway Department merestone; thence running North 30° 8' East 179.8 feet to another Connecticut Highway Department merestone it the Southwesterly, corner of land of The and Anna Schwell; thence running South 57° 17" East 207.44 feet; thence running North 34° 57' East along the center of a stone well to a will corner 327.7 feet; thence running North 57° 10' West 209.53 feet to a Connecticut Highway Department merestone, the last three described lines rounding Northerly, Westerly and Southerly on land of said Schwell; thence running North 31° 27' East along acid Easterly Highway Line 254.3 feet to another Connecticut highway Department merestone; thence North 21° 58' East 1.30 feet to land of Harry A. Hershman; thence running South 55° 48' East 306.60 feet to a drill hole in the well; thence running South 55° 48' East 110.35 feet to another drill hole in said well; thence running South 57° 56' East 567.87 feet to another drill hole in said well; thence running South 57° 30' East 273.35 feet to another drill hole at a well corner, the last four described lines abutting Northerly on Land of Harry A. Mershon; thence running North 21° 49' East 215.15 feet to a drill hole in a well; thence running North 18° 1' East 175.37 feet to a drill hole at a well corner; thence running North 63° 7' West 84.51 feet to a drill hole in the well; thence running North 94° 7' west 185.93 feet to another drill hole in the well; thence running North 76° 1' West 74.21 feet to a drill hole at the end of the well, the last five described lines abutting westerly and Southerly on Land of said Hershman; thence running North 18° 53' East along a fence to an iron pipe 202.35 feet; thence running North 66° 53' west along a fence 252.05 feet; thence at North 58° 33' West still along said fence 84.11 feet to a 12" birch tree: thence running North 71° 16' West 225.52 feet to a drill hole in a stone well, the last four described lines abutting Westerly and Southerly on land of said Hershman ; thence running along said well South 14° 44' East 102.47 feet to a drill hole in said well; thence North 71° 05' West 429.57 feet to the Easterly line of said highway; thence North 21° 58' East 236.6 feet to a brass pin; thence North 29° 09' East 70.9 feet to an iron pipe those two lines abutting westerly on said highway; thence South 63° 19' East 189.31 feet to a drill hole in a well corner; thence running along a well North 26° 15' East 100.65 feet to a drill hole at a well corner, these two lines abutting North Easterly and Northwesterly on land now and forward of the Ecclesiastical Society Congregational of Montville; thence running along a well South 64° 55' East 57.63 feet to a drill hole; thence still along said well South 73° 41' East 104.72 feet to a East; thence still said well South 84° 51' East 63.30 feet to a drill hole; thence North 24° 16' East 36.49 feet to a 20" Oak tree; thence North 43° 36' East 144.18 feet to a drill hole in a well, these five lines abutting Northeasterly and Northwesterly on land of LaCourse; thence along a well South 59° 33' East 639.33 feet to a drill hole; thence along said well South 59° 51' East 683.18 feet to a drill holes; thence along said well South 59° 34' East 471.29 feet to a drill holes; thence still along said well South 48° 50' East, 130.27 feet to a drill hole; these four lines abutting Northwesterly on land of Fowler; thence running along a well South 4° 46' west 287.01 feet to a drill hole; thence still along said a South 50° 00' West 571.40 feet to a drill hole at a well corner, these two lines abutting Eatery on land formerly of Olin Browning; thence along a well South 87° 03' East 423.18 feet to a past at a Well corner; thence along a well South 5° 27' West 476.11 feet to drill hole; thence still along said well South 5° 5' West 474.36 feet to a drill hole at a well corner, these three lines abutting Northerly and easterly on land formerly of said Browning; thence along a well North 85° 36' west 156.19 feet to a drill hole; thence still along Said well North 85° 36' West 1253.08 feet to drill Hole; thence along said well North 85° 50' west 353.97 feet to a drill hole; thence along said well North 84° 18' West 491.27 feet a drill hole; thence along said well North 84° 32' West 229.08 feet to a drill hole; thence along said well North 83° 42' west 229.08 feet to a drill hole; thence still along said well North 85° 05' West 64.49 feet to a drill hole in a well corner, these seven lines abutting Southwesterly on land now or formerly of John S. Lennox; thence along a well North 14° 04' feet 151.20 feet to a drill hole; thence North 14° 40' East 122000 feet to a drill hole; thence still] along said well North 13° 25' East, 132.44 feet to c drill hole in a Well corner; thence along said North 57° 37', West 264.87 feet to a drill hole; thence along said well North 57° 16' West 162.45 feet to a drill hole, these last five lines abutting Northwesterly and Southwesterly on hand of Stanley; thence continuing along said well North 57° 13" West 240.84 feet abutting Southwesterly on land of said easterly and land of said O'Brien; thence continuing along well north 58° 12' well North

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EXHIBIT "A"
Legal Description

420.98 feet to a west 98 feet to a drill hole at the end of well ; thence North 57° 14' west 209.72 feet to an iron post; thence North 57° 58" west 530.10 feet to the point of beginning, these last three lines abutting Southwesterly on land of said O'Brien.

Being as shown on a "Plan made for Charles A. Gager of Norwich, Connecticut showing Farm in Town of Montville, Connecticut, Scale 1 inch equals 100 feet, Chandler Palmer Engineers, June 1954".

PARCEL 2

All that certain piece or parcel of land situated in the Town of Montville, County of New London and State of Connecticut on the easterly side of Norwich and New London Turnpike and more particularly described as follows:

Northerly by land now or formerly of Charles A. Gager, Jr. 209 feet; easterly by land now or formerly of Charles A. Gager, Jr. 329 feet; southerly by land now or formerly of Charles A. Gager, Jr. 209 feet; westerly by Norwich and New London Turnpike, 329 feet.

Excepting therefrom the land described in a Quit Claim Deed from the Norwich Roman Catholic Diocesan Corporation to the Town of Montville dated July 19, 1979 and recorded August 16, 1979 in [Volume 139, Page 1135](#) of the Montville Land Records.

The following are appurtenant to the Parcel 1 above:

1. Right of Way set forth in a deed from the Estate of Sally Fowler to Charles A. Gager, Jr. dated April 7, 1920 and recorded April 8, 1920 in [Volume 37, Page 26](#) of the Montville Land Records.
2. Right of Way set forth in a deed from John S. Lennox to Charles A. Gager, Jr. dated March 29, 1922 and recorded March 29, 1922 in [Volume 36, Page 354](#) of the Montville Land Records; as affected by a Right of Way Agreement by and between the Norwich Roman Catholic Diocesan Corporation and Ridgeview Hills Inc. dated November 8, 1989 and recorded December 11, 1989 in [Volume 218, Page 423](#) of the Montville Land Records.
3. Drainage Agreement by and Between the State of Connecticut and the Norwich Roman Catholic Diocesan Corporation dated June 29, 1967 and recorded July 20, 1967 in [Volume 96, Page 118](#) of the Montville Land Records.
4. Judgment regarding Drainage Rights in favor of the Norwich Roman Catholic Diocesan Corporation dated April 11, 1972 and recorded January 8, 1973 in [Volume 118, Page 396](#) of the Montville Land Records.
5. Covenants and Agreements set forth in a Quit Claim Deed from the Norwich Roman Catholic Diocesan Corporation to the Town of Montville dated July 19, 1979 and recorded August 16, 1979 in [Volume 139, Page 1135](#) of the Montville Land Records.
6. Right of Way Agreement by and between the Norwich Roman Catholic Diocesan Corporation and Ridgeview Hills Inc. dated November 8, 1989 and recorded December 11, 1989 in [Volume 218, Page 423](#) of the Montville Land Records.

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EXHIBIT B

(Bill of Sale)

To be Supplemented

EXHIBIT C

(Lease)

LEASE

THIS AGREEMENT made as of the 2nd day of June, 2023 between MTIC Acquisitions, LLC, a Connecticut limited liability company having a principal office at 13 Crow Hill Road, Uncasville, Connecticut (hereinafter, the "Lessor"), and SAINT BERNARD SCHOOL OF MONTVILLE, INCORPORATED, a Connecticut corporation having an office at 1593 Norwich-New London Turnpike, Uncasville, Connecticut (hereinafter called the "Lessee").

WITNESSETH:

The Lessor hereby leases to the Lessee and the Lessee hires and rents from Lessor, the buildings, land and improvements more particularly described in **Schedule A** attached hereto and hereby incorporated by reference, situated at 1593 Norwich-New London Turnpike, Uncasville, Connecticut and known as Saint Bernard School (the "School") located on a parcel of land containing 42.9 acres more or less (such land and improvements, hereinafter called the "Leased Premises"). The Leased Premises abuts an additional 69.8 acres of land, more or less, owned by Lessor but not leased to Lessee, as more particularly shown on **Schedule A** (such abutting parcel, hereinafter, the "Lessor's Additional Property").

The parties hereto covenant and agree as follows:

1. TERM OF LEASE

The term of this Lease shall be for a period of ten (10) years, commencing as of _____, and ending on the earlier of midnight on _____ or six (6) months following the last day the Leased Premises operates as a Roman Catholic school or such other purposes as are customary or proper to a Catholic, nonprofit school (the "Intended Use").

Each party hereto agrees, upon the demand of the other party, to execute and deliver to the other party a Notice of Lease in the form and executed in the manner required by Section 47-19 of the Connecticut General Statutes, as amended.

2. RENEWAL TERMS

The Term of this Lease shall automatically be renewed for one (1) additional term of ten (10) years from the original Lease expiration date hereof (the "First Renewal"), unless written notice of Lessee's intention not to renew the Lease term is given to the Lessor by the Lessee at least one (1) year prior to the expiration of the original term. It is provided, however, that the automatic renewal provision shall not apply if the Lessee is in default as of the effective date of such renewal provided that the Lessor shall notify the Lessee that the Lease has been terminated by reason of such default. The First Renewal of this Lease shall be upon all the terms and conditions as set forth herein for the initial term. In the event that the Lease is extended for the First Renewal, all references contained in this Lease to the term hereof, whether by number of years or number of months, shall be construed to refer to the original term hereof, as extended aforesaid, whether or not specific reference thereto is made in this Lease.

On or before the date that is three years prior to the expiration of the First Renewal, Lessor shall request notice of Lessee's intent to request a further extension. If Lessee responds seeking an

extension, Lessor shall negotiate in good faith and offer an extension with terms based on the needs of Lessee at that time, taking into account the School's financial condition, physical condition, and enrollment.

3. COVENANT TO PAY RENT

For the term hereunder, Lessee agrees to pay and Lessor agrees to accept as rental the sum of ONE (\$1.00) DOLLAR per annum, payable on the first day of _____ following the date hereof, and on each anniversary date thereafter. Payments shall be rendered to the Lessor, MTIC Acquisitions LLC.

4. ASSIGNMENT AND SUBLETTING

Lessee shall not mortgage or assign this Lease, or sublease the Leased Premises or any part thereof.

5. USE OF PREMISES

During the term of the Lease, the use of the Leased Premises shall be limited to the Intended Use.

6. LESSOR'S RIGHT TO ENTRY

Lessee agrees that Lessor and Lessor's agents and other representatives shall have the right, without abatement of rent, to enter into and upon the Leased Premises, or any part thereof, at any time, to access Lessor's Additional Property or for the purpose of examining the Leased Premises or for making such repairs or alterations to the Leased Premises as may be necessary for the safety and preservation thereof; provided, however, that such access, examinations, repairs or alterations shall be so made as to cause a minimum of interference with the operation of the Lessee's business conducted in the Leased Premises. Lessor shall have the right to enter the Leased Premises at any time in the event of an emergency.

7. REPAIRS, ALTERATIONS AND ADDITIONS

Lessee agrees to keep the Leased Premises in good order, condition and repair at its own expense, including cleaning, vacuuming, dusting, trash removal and other janitorial services. Lessee shall be responsible for ordinary, routine maintenance and repairs to the grounds, and to the heating, cooling, electrical and plumbing systems of the buildings located on the Leased Premises. In addition, Lessee shall be responsible for replacing any such system or for any major capital expenditures to the physical plant of the Leased Premises (each, a "Major Repair"), but subject to the limitations set forth below.

- a. If any such Major Repair with a total cost over \$100,000 becomes advisable at any point during the final five (5) years of the Term, as may have previously been extended, Lessee shall have the right, at its option, to make the Major Repair, or, provided it remains in compliance with applicable law and all reasonable safety standards, to not make the Major Repair, but to continue to perform needed maintenance and upkeep for the final period of the Term and to then surrender the Premises in its then "as is" condition with respect to such identified, but not completed, Major Repair.

- b. In the case where Lessee or Lessor determines that this maintenance course of action for a Major Repair with a total cost over \$100,000 by Lessee is not reasonably possible or advisable from a safety or legal compliance perspective, Lessor shall, at its expense, make the Major Repair. Upon completion of such Major Repair, Lessee shall, by way of reimbursement, pay to Lessor an annualized amount equal to the cost of the Major Repair, amortized out over the useful life of such Major Repair.

Lessee shall never pay to Lessor more than the actual and reasonable cost of the Major Repair. Each such annual payment shall be due and payable on or before December 31st of year during the Term (as may be extended, as applicable) from and after the date such work is completed, pro-rated for any partial year period. Lessee shall have no obligation to reimburse Lessor with respect to any unamortized amount remaining upon the expiration of the Term.

In the event that Lessee has opted for (a) above, but thereafter, the parties reach agreement on an extension/renewal with a term of at least seven (7) years, Lessee shall then be obligated, at its expense, promptly following the effective date of the agreement extending the Term for such minimal length, to complete such Major Repair at Lessee's expense, acting in a commercially reasonable manner.

In the event prior to such extension/renewal agreement, the Major Repair has already been addressed in accordance with (b) above, Lessee will continue to make such payments in accordance with the terms and limitations described above during the applicable period of the renewal/extension Term.

Lessee shall not have the right to make any alterations to the Leased Premises, including any ground-disturbing activities, without first obtaining the written approval of the Lessor. Lessee shall submit plans and specifications to Lessor and shall obtain Lessor's prior written approval of each repair or replacement costing in excess of \$10,000, which approval shall not be unreasonably withheld or delayed. Lessee agrees to indemnify and hold Lessor harmless from and against any claims for damage to persons or property resulting from Lessee's performance of any such alterations or repairs to the Leased Premises, and Lessee further agrees to obtain all required consents for the performance of such alterations, replacements, or repairs from the governmental or other regulatory authorities having jurisdiction thereof, and to carry Workers' Compensation Insurance. At any time during the term of this Lease, Lessee may remove from said Leased Premises all personal property and fixtures which were placed by it in or upon said Leased Premises, whether nailed or screwed or otherwise fastened to the Leased Premises as identified on **Schedule B**, which shall be updated by Lessee from time to time. If the Lessee shall leave any such fixtures or personal property at the Leased Premises at the termination of its occupancy, Lessor shall have the right either to take ownership thereof or to remove the same at the expense of the Lessee. Any damage or disfigurement to the walls, ceilings or floors caused by such removal (whether by Lessor or by Lessee) shall be repaired by the Lessee, at Lessee's expense.

8. LESSEE'S COVENANT TO REPAIR

Except as otherwise expressly provided herein to the contrary, Lessee covenants to make all necessary repairs and replacements to the roof, the structural and exterior portions of all buildings and the grounds of the Leased Premises, and to the heating, cooling, electrical and plumbing systems, for the entire term of this Lease, including routine maintenance of the buildings and grounds, as provided elsewhere in this agreement. Routine maintenance to the heating, cooling, plumbing, lighting and electrical systems shall be the responsibility of the Lessee.

9. INSURANCE

a. The Lessee will, throughout the term of this Lease, provide and keep in force a public liability insurance policy covering the Leased Premises against all liability claims and demands for injuries to persons or loss of life, and damage to property arising out of the occupancy, maintenance or use of the Leased Premises with commercially reasonable deductibles in the amount of not less than \$1,000,000.00, and in an amount of not less than \$10,000,000 excess liability umbrella coverage, if such coverages are available, or if not in as great a dollar amount of coverage as possible, with an insurer(s) reasonably satisfactory to the Lessor, which policy or policies shall name the Lessor as an additional insured.

b. The Lessor shall, throughout the term of this Lease, carry insurance on the Leased Premises, insuring against fire and the perils included in standard extended coverage in an aggregate amount which shall be not less than one hundred per cent (100%) of the full replacement value thereof. For such periods as this lease shall remain in effect, and during any renewals thereof, the Lessee agrees to reimburse the Lessor for the cost of the premiums for such fire and extended coverage insurance on the Leased Premises.

c. Lessee shall obtain and keep in force during the term of this Lease a policy or policies of insurance covering loss or damage to Lessee's personal property, inventory, trade fixtures and furniture, and personal property of others, providing protection against all in the amount of their full replacement cost (i.e., the cost to replace without deduction for depreciation). Lessor is not responsible for Lessee's personal property, inventory, trade fixtures and furniture, and personal property of others within the Lessee's care, custody or control.

At or prior to the commencement date of this Lease, the parties shall provide each other with certificates of insurance certifying that all insurance required to be carried under the terms of this Lease is in full force and effect and bearing the endorsement that the other party shall receive not less than thirty (30) days' prior written notice of the expiration or other termination thereof and no policy for any such insurance will be canceled or materially changed without at least thirty (30) days prior written notice to the other party.

Notwithstanding anything stated in this lease to the contrary, Lessor and Lessee, for themselves and for their respective insurers, do hereby mutually release each other from any and all claims, demands, actions and causes of action that each may have or claim to have against the other (including, but not in limitation of the foregoing, all rights of subrogation accruing to any insurers of the parties) for loss of or damage to the property of the other, whether real or personal, caused by or resulting from any risk covered by fire or extended coverage insurance required to be carried under this lease, based on coverage for 100% replacement cost, without regard for any deductible

amounts, without regard for whether such insurance is then in effect, and notwithstanding that any such loss or damage may be due to or result from the negligence of either of the parties or their respective officers, employees, or agents.

All policies of property insurance required to be carried by either party under this Section shall include a clause or endorsement whereby such party's insurer waives all right of subrogation, and all rights based upon an assignment from its insured, against the other party, its officers, employees, agents, and invitees, and in the case of Lessee, their officers, employees, agents, and invitees, in connection with any loss or damage thereby insured against. If any policy of insurance requires the agreement of a party's insurer as a condition to the effectiveness of this mutual waiver of subrogation, such party agrees to make a commercially reasonable effort to obtain such agreement.

d. In the event that construction is in process at any time on a substantial improvement on the Leased Premises, the Lessee shall carry fire and extended coverage with so-called builder's risk coverage in completed value form on the improvement during the course of construction. For such periods as this lease shall remain in effect and during any renewals thereof, the Lessee agrees to reimburse the Lessor for the cost of the fire and extended coverage and/or builder's risk coverage on construction improvements.

e. Lessee will deliver to the Lessor certificates of such policies, which certificates shall indicate the coverages herein required, and certificates of renewals, at least ten (10) days before the expiration dates of said policies.

f. The Lessee shall insure its own fixtures, equipment and other personal property owned by it and used in the operation of its business, in such amounts as it shall deem advisable.

10. CONDITION OF PREMISES

The Lessee agrees that it has inspected the Leased Premises and leases the same "as is" at the commencement of this Lease, and further acknowledges that neither Lessor, nor any person acting on Lessor's behalf, has made any representation or warranty to Lessee with respect to the condition of the Leased Premises or its suitability for Lessee's use thereof, upon which Lessee has relied, except as expressly set forth in this Lease. Lessor shall have no obligation to perform any repair, replacement, or maintenance work to the Leased Premises during the term of this Lease.

11. COMPLIANCE WITH LAWS

During the term hereof, Lessee shall, at its expense, comply with all statutes, laws, ordinances, rules, orders, regulations and requirements of the federal, state and municipal governments applicable to conditions existing by reason of Lessee's use and occupancy of the Leased Premises.

12. FIRE AND OTHER CASUALTY

a. If the Leased Premises or any portion thereof is damaged by fire or other casualty, then, except as provided below, the damage shall be promptly repaired by Lessor with and to the extent

of insurance proceeds provided pursuant to Paragraph 9 in a manner reasonably consistent with the Intended Use of the Leased Premises, with Lessee having reasonable rights to approve the design aspects of any applicable restoration work. Until such repairs and restoration are completed, Rent shall be equitably abated to the extent that damage to the Leased Premises materially and adversely interferes with the conduct of Lessee's school operations. Lessor shall notify Lessee (the "Casualty Notice") in writing within fifteen (15) days of the occurrence of such damage when the damage is reasonably expected to be repaired. If (i) such damage to the Leased Premises shall materially and adversely interfere with the conduct of Lessee's operation of its school as reasonably determined by Lessee, and the estimated repair/restoration period is in excess of one hundred twenty (120) days after the occurrence of such casualty, then in such event Lessee may, by written notice to Lessor within forty-five (45) days after the date of such casualty, terminate this Lease as of the date of occurrence of such damage. If such damage can be repaired within one hundred twenty (120) days and Lessor fails to repair or restore such damage within such period, then Lessee may terminate this Lease, by giving thirty (30) days' prior written notice to Lessor, in addition to all other remedies Lessee may have under this Lease, at law or in equity.

b. If Lessee does not terminate this Lease as set forth above, Lessor shall complete the repair and restoration of such damage as soon as reasonably possible, and if Lessor fails to complete such repair and restoration in any case within one hundred eighty (180) days following the date of loss, then Lessee may terminate this Lease, by giving thirty (30) days' prior written notice to Lessor, in addition to all other remedies Lessee may have under this Lease, at law or in equity.

c. If the Leased Premises is damaged by fire or other casualty during the final two (2) years of the Term (provided Lessee has not otherwise exercised its right to renew, as permitted herein), and (i) the estimated repair/restoration period is in excess of one (1) year, and (ii) the cost to repair such damage is in excess of fifty percent (50%) of the replacement cost of the damaged improvements, then Lessor may, by written notice to Lessee within forty-five (45) days after the date of such casualty, terminate this Lease,. Upon such termination, Lessee shall be entitled to remain in the Leased Premises for not longer than six (6) months subsequent to such termination.

13. CONDEMNATION

a. If the Leased Premises or any material part thereof shall be taken under the power of eminent domain for any public or quasi-public improvement or use, and taking which serves to make continued use and occupancy of the Leased Premises no longer reasonably possible, the term of this Lease shall terminate as of the date when the possession of the Leased Premises shall be required for such use or purpose.

b. In the event of any such taking under the power of eminent domain, Lessor shall be entitled to and shall receive the entire award without deduction for any estate hereby vested in Lessee, but the Lessee shall have, and hereby reserves. the right to receive such compensation as may be available to it for the value of Lessee's trade fixtures and equipment.

14. DEFAULT

a. This Lease and the term and estate hereby granted are subject to the limitation that:

(i) Whenever Lessee shall default in payment of any installment of rent on any day upon which the same ought to be paid, and if such default shall continue for ten (10) days following Lessee's receipt of written notice that the same is overdue; or

(ii) Whenever Lessee shall do, or permit anything to be done, contrary to any of the covenants, agreements, terms or provisions of this Lease, or shall fail in the keeping or performing of any of the covenants, agreements, terms or provisions of this Lease, which on the part or behalf of Lessee are to be kept or performed, other than the payment of rent, and Lessee shall fail to remedy the same within thirty (30) days after Lessor shall have given to the Lessee notice specifying the same, or, if such complained of condition is not curable within such period, and Lessee shall fail to commence to take steps to remedy the same within such period, or having so commenced, shall thereafter fail to proceed diligently to remedy the same; or

(iii) Whenever an involuntary petition shall be filed against the Lessee under any bankruptcy or insolvency laws or under the reorganization provisions of any law of like import, or a receiver of Lessee, or for the property of Lessee, shall be appointed without the acquiescence of Lessee and such situation or condition shall continue and shall not be removed by Lessee within ninety (90) days after the happening of any such event; or

(iv) Whenever Lessee shall make an assignment of the property of Lessee for the benefit of creditors or shall file a voluntary petition under any bankruptcy or insolvency law, or whenever any court of competent jurisdiction shall approve a petition filed by Lessee under the reorganization provisions of the United States Bankruptcy Code or under the provisions of any law of like import; or

(v) Whenever Lessee shall desert, abandon, or not use the Leased Premises for the Intended Use (it being acknowledged by Lessor that Lessee's failure to open for business during the months of June, July and August, or any portion thereof, shall not constitute abandonment or desertion of the Leased Premises); then, regardless of and notwithstanding the fact that Lessor has or may have some other remedy under this Lease or by virtue thereof, or in law or in equity, Lessor may give to Lessee a notice (herein called the "second notice") of intention to end the term of this Lease, specifying a date not less than fifteen (15) days thereafter, and upon the giving of the second notice, this Lease and the term and estate hereby granted shall expire and terminate upon the day so specified in the second notice, as fully and completely and with the same force and effect as if the day so specified were the date hereinbefore fixed for the expiration of the term of this Lease, and all rights of the Lessee hereunder shall expire and terminate, but Lessee shall remain liable for damages as hereinafter provided.

b. In the event that this Lease shall be terminated as hereinabove provided, or by judicial proceedings, or if the Leased Premises shall be abandoned by Lessee, Lessor may, without notice, re-enter the Leased Premises, either by force or otherwise, and remove the Lessee's effects and

hold the Leased Premises as though this Lease had not been made, and Lessee hereby waives the service of notice of intention to re-enter or to institute legal proceedings to that end.

In case of any default, re-entry, expiration and/or dispossession by summary proceedings or otherwise: (i) the rent shall become due thereupon and be paid up to the time of such re-entry, dispossession and/or expiration; (ii) Lessee or the legal representatives of Lessee shall also pay Lessor, as liquidated damages for the failure of Lessee to observe and perform said Lessee's covenants herein contained, any deficiency between the rent hereby reserved and/or covenants to be paid and the amount of any rents collected on account of the lease or leases of the Leased Premises for each month of the period which would otherwise have constituted the balance of the term of this Lease. The failure of Lessor to re-let the Leased Premises or any part or parts thereof shall not release or affect Lessee's liability for damages. In computing such liquidated damages, there shall be added to the said deficiency such reasonable expenses as Lessor may incur in legal expenses, attorneys' fees, brokerage fees and a reasonable amount for keeping the Leased Premises in good order. Any such liquidated damages shall be paid by the Lessee upon demand of the Lessor and any suit brought to collect the amount of the deficiency shall not prejudice in any way the rights of Lessor to collect the amount of any deficiency. Lessor, at Lessor's sole cost and expense and at Lessor's option, may make such alterations, repairs, replacements and/or decorations in the Leased Premises as Lessor, in Lessor's sole judgment, considers advisable and necessary for the purpose of maintaining the Leased Premises; and the making of such alterations, repairs, replacements and/or decorations shall not operate or be construed to release Lessee from liability hereunder as aforesaid. In the event of a breach by Lessee of any of the covenants or provisions hereof, Lessor shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings and other remedies were not herein provided for. Mention in this Lease of any particular remedy shall not preclude Lessor from any other remedy at law or in equity.

c. In the event that (i) Lessor, for any reason, other than by reason of any default by Lessee, 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 Lessee's business conducted from the Leased Premises, as reasonably determined by Lessee; and (iii) such failure is not remedied within five (5) business days after Lessor receives actual notice of such failure, then (x) rent shall be abated as of the date of such failure until such failure is remedied; and (y) Lessee shall have the right, but not the obligation, to remedy Lessor's failure and charge Lessor for the reasonable cost of such remedy, which charges shall be payable by Lessor within ten (10) days of Lessee's demand therefor. Without limiting whatever rights and remedies may be available to Lessee arising from such default, and upon Lessor's failure to pay the same, Lessee shall have the right to credit such cost against any future installments of rent until such cost is fully recouped by Lessee. In addition, if such failure is not remedied within thirty (30) days after Lessee shall have given Lessor written notice of such failure, then Lessee shall have the right to terminate this Lease by giving Lessor written notice.

15. UTILITIES

a. Lessee shall pay for heat to the Leased Premises.

b. Lessee shall provide for the removal of snow and ice from the Leased Premises, and Lessee shall pay for the usage charges for use of water and sewer provided at the Leased Premises.

c. Lessee shall pay for electricity furnished to the Leased Premises and maintenance within the Leased Premises, including replacement of all light bulbs and fluorescent light bulbs within the Leased Premises. Lessee shall pay any and all utilities other than those mentioned herein which are provided at the leased premises.

16. WAIVER

No waiver of any provisions of this Lease shall be effective unless in writing, signed by the waiving party. One or more waivers of any covenant or condition by Lessor or Lessee shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition, and the consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be construed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

17. INTERPRETATION

Whenever used herein, and the context so requires, the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders. The paragraph headings used herein are for reference and convenience only. The words "re-enter" and "re-entry", as used herein, are not restricted to their technical legal meaning. The word "term" shall mean and include the term of this Lease and any extensions thereof, unless the context indicates otherwise. The terms of this lease shall be governed by and interpreted under the laws of the State of Connecticut.

18. ENTIRE AGREEMENT

No oral statement or prior written matter shall have any force or effect. Lessee and Lessor agree that they are not relying on any representations or agreements other than those contained in this Lease. This Lease shall not be modified, except by a writing, subscribed by all parties, nor may this Lease be canceled by Lessee, except with the written consent of Lessor, unless otherwise specifically provided herein.

19. SURRENDER OF LEASED PREMISES

Upon the expiration of the term hereof, Lessee shall surrender the Leased Premises to Lessor in as good order and condition as at the commencement of the term, reasonable wear and tear, damage by fire or other casualty excepted and subject to the terms and conditions of Section 7 hereof.

20. WAIVER OF LESSOR'S LIABILITY

Lessee acknowledges that Lessor shall not be liable to Lessee for any losses incurred by Lessee due to the condition of the Leased Premises during the term of this Lease, including, but not limited to, loss of business due to the uninhabitability of the Leased Premises, damage to fixtures or personalty owned by Lessee from any cause whatsoever, including water damage, or injury to persons occurring within the Leased Premises or any area within the exclusive control of the

Lessee. Lessee shall, at its option obtain insurance to cover Lessee with respect to any such losses or injuries.

21. QUIET ENJOYMENT

Lessor covenants that so long as Lessee pays the rent reserved in this Lease and performs and observes all of the other covenants and provisions hereof, Lessee shall quietly enjoy the Leased Premises as herein provided for the term hereof. Lessor maintains a right of ingress and egress across the Leased Premises, in a manner which will not unreasonably interfere with the Intended Use. Notwithstanding any other provision in this Lease, Lessor may use the Leased Premises on dates and times that do not conflict with Lessee's Intended Use upon the consent of Lessee, which shall not be unreasonably withheld, delayed or conditioned.

22. INDEMNITY

The Lessee shall save Lessor harmless and indemnify Lessor from all injury, loss, claims or damage to any person or property while on the Leased Premises, unless caused by the willful acts or omissions or gross negligence of Lessor, its employees, agents, licensees or contractors. On occasions that Lessor uses the Leased Premises with the consent of Lessee, Lessor shall indemnify Lessee from all injury, loss, claims or damage to any person or property while on the Leased Premises for such occasions, unless caused by the willful acts or omissions or gross negligence of Lessee, its employees, agents, licensees or contractors.

23. MECHANICS LIENS

Lessee will have no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind the interests of Lessor in the Premises or to charge the rentals payable hereunder for any claim in favor of any person dealing with Lessee, including those who may furnish materials or perform labor for any construction or repairs and nothing contained in this Lease will be construed as a consent on the part of the Lessor to subject the estate of the Lessor to liability under the Construction Lien Law of the State of Connecticut, it being expressly understood that the Lessor's estate will not be subject to liens for improvements made by Lessee and each such claim will affect and each such lien will attach to, if at all, only the leasehold interest granted to Lessee by this instrument. Lessee covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in connection with any work performed on the Premises on which any lien is or can be validly and legally asserted against its leasehold interest in the Premises or the improvements thereon and that Lessee will save and hold Lessor harmless from any and all loss, cost or expense based on or arising out of asserted claims or liens against the leasehold estate or against the right, title and interest of the Lessor in the Premises or under the terms of this Lease. Lessee agrees to give Lessor immediate written notice if any lien or encumbrance is placed on the Premises.

Notwithstanding any provision of this Lease relating to improvements, additions, alterations, repairs or reconstruction of or to the Premises, Lessee and the Lessor each agree and confirm that: (i) Lessor has not consented nor will Lessor ever consent to the furnishing of any labor or materials

to the Premises that would or may result in any mechanic's or materialman's lien attaching to Lessor's interest in the Premises; (ii) Lessee is not the agent of Lessor for the purposes of any such improvements, additions, alterations, repairs or reconstruction; and (iii) except as expressly provided herein, Lessor has retained no control over the manner in which any such improvements, additions, alterations, repairs or reconstruction are accomplished, and has made no agreement to make or be responsible for any payment to or for the benefit of any person furnishing labor or materials in connection therewith. No one furnishing labor or materials to or for Lessee's account will be entitled to claim any lien against the interest of Lessor in the Premises and such entities will look solely to Lessee for the satisfaction of any such claims. If, notwithstanding the foregoing, any mechanics' lien is recorded against the Leased Premises by anyone with whom Lessee has hired to provide labor or materials, Lessee, within thirty (30) days after notice of the filing thereof, will cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise.

24. NOTICES

Except as any statute relating to summary process may otherwise require, any notice or demand which, under the terms of this Lease or under any statute, must or may be given or made by the parties hereto, shall be in writing and shall be given or made by Certified Mail, Return Receipt Requested, addressed to the respective parties, as follows:

TO THE LESSEE:

Saint Bernard School
1593 Norwich-New London Turnpike
Uncasville, CT 06382

TO THE LESSOR:

MTIC Acquisitions, LLC
Attn: Manager
13 Crow Hill Rd.
Uncasville, CT 06382

Such notice or demand shall be deemed to have been given or made when deposited, postage prepaid, in the United States Mail. The above addresses may be changed at any time by giving thirty (30) days' prior written notice as above provided.

25. RIGHTS OF HEIRS, SUCCESSORS AND ASSIGNS

The covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of the Lessor and the Lessee and their respective heirs, successors and assigns, but neither Lessor nor Lessee shall be bound hereby or liable hereunder unless and until this Lease shall have been executed and delivered by both Lessor and Lessee.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

Signed and Delivered

In the Presence of:

Jan. Mt
Jan P. Newk

MTIC ACQUISITIONS, LLC

Anthony Casdia
Anthony Casdia

By: [Signature]
R. James Gessner
Title: Manager

Jan. Mt
Jan P. Newk

ST. BERNARD SCHOOL OF MONTVILLE,
INCORPORATED

Anthony Casdia
Anthony Casdia

By: [Signature]
Donald Macrino
Title: Head of School

STATE OF CONNECTICUT:

: ss., Hartford

COUNTY OF HARTFORD :

On this, the 2nd day of June, 2023, before me, Jon P. Newton, the undersigned officer, personally appeared Ralph J. Gessner Jr., who acknowledged himself/herself to be the Manager of MTIC Acquisition LLC, a limited liability company, and that ~~she~~/he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of said company by herself/himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand.



Commissioner of the Superior Court

~~Notary Public~~

~~My Commission Expires:~~

STATE OF CONNECTICUT:

: ss., Hartford

COUNTY OF HARTFORD :

On this, the 2nd day of June, 2023, before me, Jon P. Newton, the undersigned officer, personally appeared Donald Macrine, who acknowledged himself/herself to be the Head of School of Saint Bernard School of Montville, Incorporated, a corporation, and that ~~she~~/he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by ~~herself~~/himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand.



Commissioner of the Superior Court

~~Notary Public~~

~~My Commission Expires:~~

SCHEDULE A LEASED PREMISES SAINT BERNARD SCHOOL

DATE: 4/24/2023 SHEET 1 OF 1

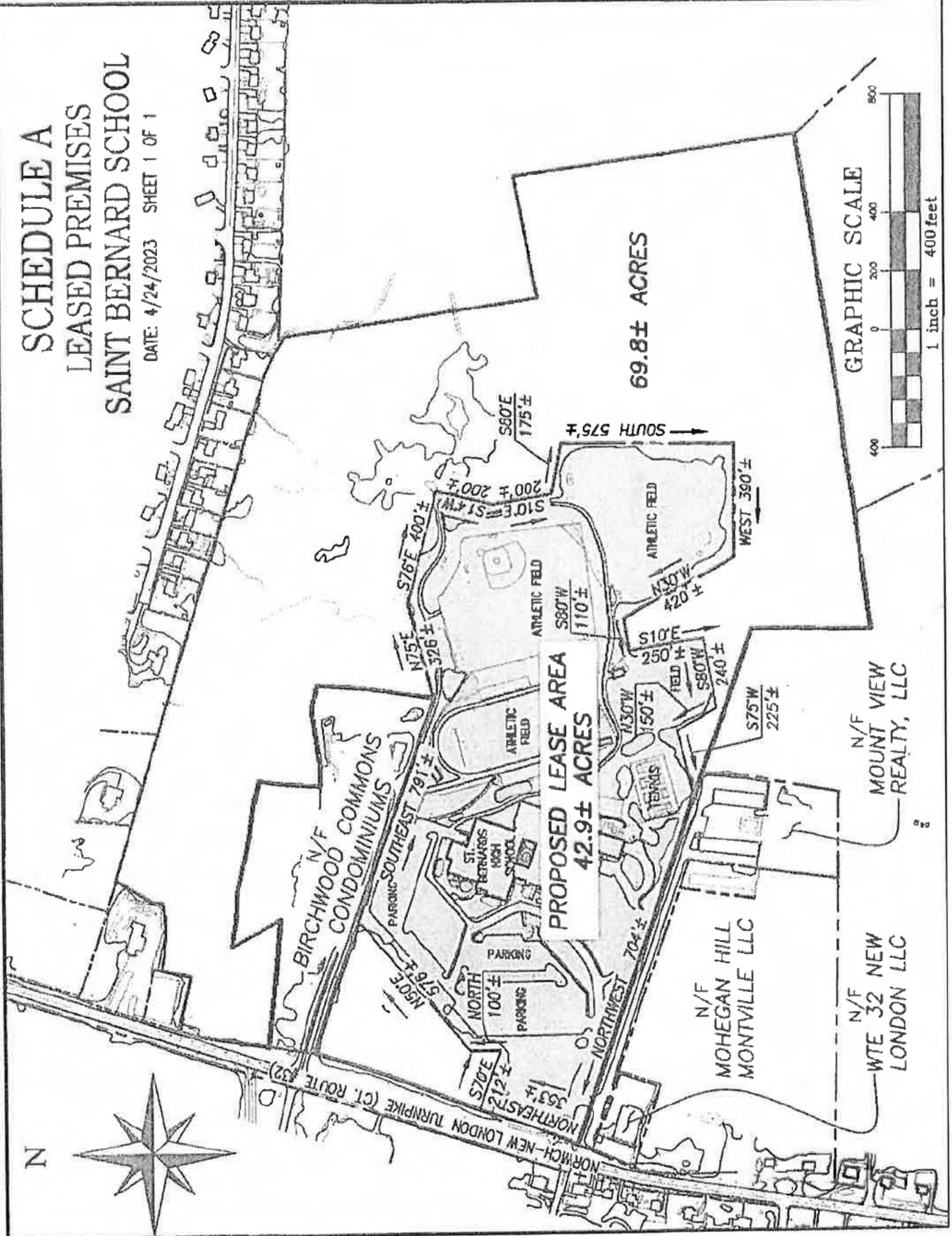


EXHIBIT D

(Intentionally Omitted)

EXHIBIT E

(Assumed Executory Contracts and Leases)

None

EXHIBIT F

(Permitted Encumbrances – Utility Easements)

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Rights of the present tenants, lessees or parties in possession not shown by the public records.
3. Any lien, or right to a lien, for services, labor or material, heretofore or hereafter furnished, imposed by law and not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. Paragraph 2 (c) of the Covered Risks is hereby deleted in its entirety.
5. Real Estate Taxes to the Town of Montville on the Grand List of October 1, 2022. Property is currently tax exempt.
6. Water and sewer use fees as may be due the municipal authorities.
7. Drainage Agreement by and Between the State of Connecticut and the Norwich Roman Catholic Diocesan Corporation dated June 29, 1967 and recorded July 20, 1967 in [Volume 96, Page 118](#) of the Montville Land Records.
8. Easement from Norwich Roman Catholic Diocesan to The Connecticut Light and Power Company dated February 26, 1988 and recorded March 16, 1988 in [Volume 198, Page 674](#) of the Montville Land Records; Reference is made to Map No. [968](#) on file in the Office of the Montville Town Clerk.
9. Caveat Notice of Deferred Assessment in favor of the Town of Montville dated January 26, 1989 and recorded September 15, 1989 in [Volume 216, Page 384](#) of the Montville Land Records.
10. Terms and conditions of appurtenant easements set forth in Exhibit A.

EXHIBIT G
(Personal Property)

None