

## Asylum Hill Congregational Church

Board of Deacons Meeting Minutes, November 11, 2021

Attendance: Marjorie Berger, Tory Chavey, Jim Grigsby, Laura Harker, Chloe Horton, Claudia Lindsey, Debbie Mosebach, Paul O'Mara, Glenn Olson, Lila Pierce, Tom Pringle, Brent Robertson, Mike Stockman, Debbora Sutherland, Jane Torrey, Francis Vincent, Frank Virnelli

Staff: Tobey Aubert, Helena Carvalho, Catherine Magnusson, Rev. Tracy Mehr-Muska, Rhonda Mitchell, Jack Pott, Pastor Jordan Rebholz, Rev. Erica Thompson

Special Guests: Dean Amadon, Andi Lloyd, David Stevenson

Moderator Tory Chavey opened the meeting at 6:02pm in prayer.

### Discussion on Endowment (David Stevenson)

David Stevenson, Chair of AHCC's Investment Committee, provided an update on the performance and investment strategy of the endowment. Mr. Stevenson spoke to the investment process and management, the endowment's growth and its contribution to AHCC's operating budget. The Diaconate discussed opportunities to continue to grow, and how to manage our draw on the endowment. On November 18, 2021 AHCC will be hosting a discussion on the endowment with Mr. Stevenson.

### Consideration to adopt Consent Agenda

Consideration of Minutes of October 14, 2021 Diaconate Meeting

Amend Opening Prayer given by Pastor Jordan Rebholz and Paul O'Mara was in attendance.

Jane Torrey motioned to adopt amended Minutes. Paul O'Mara seconded. Motion passed unanimously.

### Financial Update (Helena Carvalho, Claudia Lindsey)

Ms. Carvalho and Ms. Lindsey presented the current and projected church financials. Ms. Carvalho shared AHCC expenses are still low, building up to when programs start spending more. Contributions continue to come in at a steady clip, in part due to prepaid.

### Reimaging Church Workgroup (Andi Lloyd)

Ms. Lloyd shared progress on her engagement with AHCC. She serves as a student facilitator for AHCC. The workgroup has been focusing on the "impact" part of AHCC Roadmap 2024 and evaluating ideas for a short-term experiment.

### Habitat Property Sale Resolution

Last year, the diaconate approved the sale of the leased land of the four Habitat properties to Habitat. In order to finalize that sale, the diaconate passed the following resolutions.

- Authorize AHCC to sell the properties
- Authorize Helena Carvalho, Director of Operations, to act on behalf of AHCC to negotiate terms

- Authorize Helena Carvalho, Director of Operations, to implement/execute the sale agreement

Mr. Earl Exum and Ms. Helena Carvalho led the negotiations. AHCC has historically held the land Habitat houses sit on to influence development around the Church. Market factors were used to determine the price agreed to with Habitat and the homeowner. The sale will yield \$80k in proceeds. AHCC will discuss how funds are used.

Mally Cox-Chapman motioned to approve the resolution. Glenn Olson seconded. Motion passed unanimously.

#### Boar's Head Festival Update

The decision has been made to proceed with one Boar's Head performance in 2022, both in-person and live streamed. Three considerations were examined in making the decision: 1. Having an adequate cast; 2. Ability to manage financial risk; 3. COVID risk in Connecticut remaining at a low or moderate level. Masks and COVID vaccinations will be required for guests and cast members over 12 years old. The goal will be to sell 500 tickets, as well as selling tickets to livestream.

#### Thrift Shop Advisory Committee Update (Pastor Jordan Rebholz and Dean Amadon)

The Thrift Shop operations have temporarily been moved due to significant flood damage in the basement. It is difficult to predict timing for when basement space used by the Thrift Shop will be accessible. In lieu of the basement space, we've had several Pop Up Shops of the Thrift Store on the first Sunday of the month during the Community Meal. The Thrift Store advisory committee has contemplated going offsite for a while and believe this is the right time to pursue finding an offsite location in the Asylum Hill community where we can operate the Thrift Store. The plan would be to spend a year or two in a new space to learn more about what the community needs. The advisory committee will research different options and provide updates.

#### Review of Posting Guidelines

The Diaconate reviewed AHCC posting guidelines for signage outside the Church. The Clergy or Diaconate is where the congregation can go with inquiries about postings.

Jim Grigsby motioned to adopt the posting guidelines. Jane Torrey seconded. Motion passed unanimously.

#### Moderator's Report (Tory Chavey)

Moderator Chavey shared there has been a delay in the website build.

#### Senior Minister Update (Rev. Erica Thompson)

Rev. Thompson reflected on success of ministries – Faith Lab continues to be well received by our youth; and recent events, such as Rev. Tracy Mehr-Muska's installation.

Rev. Thompson shared with the Diaconate a lot of clergy are having challenging times in ministry – taking early retirement or taking a break for mental health reasons or to discern their call – and asked we continue to pray for our leadership, church and our vision.

Paul O'Mara closed the meeting in prayer.

Meeting adjourned at 8:13pm.

Respectfully submitted,

Francis Vincent

**Asylum Hill Congregational Church**  
**Statement of Activities - Cash Basis**  
**For the Three Month Period Ending September 30, 2021**

	FY 2021-2022 7/1/21 - 6/30/22 Budget	FY 2021-2022 7/1/21 - 9/30/21 Actual	FY 2020-2021 7/1/20 - 09/30/20 Actual	FY 2021-2022 % of Budget	YTD Notes
<b>Ordinary Revenue</b>					
Contributions	\$ 900,000	\$ 194,221	\$ 181,090	22%	33% of budget including prepaid contributions
Gifts/Donations	-	6,737	15,336	100%	
Program/Event Revenue	133,481	2,150	150	2%	includes FY21 back rent for daycare
Rental Income & Reimbursement	105,000	41,095	32,513	39%	
Other Revenue	-	49	147	100%	
Endowment Draw	745,296	-	179,336	0%	
<b>Total Revenue</b>	<b>1,883,777</b>	<b>244,252</b>	<b>408,572</b>	<b>13%</b>	
<b>Ordinary Expense</b>					
Adult Education	2,341	140	-	6%	
Children & Family Ministries	9,114	2,177	2,175	24%	
Communications	29,545	5,693	4,376	19%	
Member Engagement	1,996	36	(1,846)	2%	
Membership	5,501	766	169	14%	
Music and Arts	177,998	13,239	9,166	7%	
Office	126,000	27,120	28,483	22%	
Outreach	146,300	100	5,348	0%	
Personnel	1,255,115	304,706	330,529	24%	
Plant	331,200	69,744	62,798	21%	
Capital Depreciation	55,000	13,750	13,750	25%	
UCC Allocation	18,000	-	-	0%	
Women's Spirituality & Fellowship	8,390	-	1,493	0%	
Worship	6,233	308	40	5%	
Youth Education	7,976	2,337	414	29%	
<b>Total Expense</b>	<b>2,180,709</b>	<b>440,118</b>	<b>456,896</b>	<b>20%</b>	
<b>Net Ordinary Income</b>	<b>\$ (296,932)</b>	<b>\$ (195,865)</b>	<b>\$ (48,324)</b>		

Adjustments		
Add: FY 2022 Contributions Prepaid in FY 2021		100,282
Add: Off-budget support	83,278	83,278
Add: Outreach Support	140,000	140,000
Add: Operating Gift	67,428	67,428
<b>Adjusted Net Income</b>	<b>\$ (6,226)</b>	<b>\$ 195,123</b>

payments designated for this year, but made in prior years

### External Visual Displays Guidelines

Guideline Name:	Objective:	Task Force Members:	Key Stakeholders:
<p>AHCC External Visual Displays Guidelines</p>	<p>Guidelines for AHCC to determine what to visually display publicly and external to the congregation to include banners, signs, symbols, and other physical displays.</p>	<p>Earl Exum Francis Vincent Tracey Mehr-Muska Helena Carvalho</p>	<p>Clergy, Lay Leadership, Diaconate, Congregation, Community, Prospective New Members</p>

**Scope:** create guidelines focused on external visual displays that include social issues and messages. This would encompass how long displays would remain, and how many should be displayed at one time. The scope of these guidelines will not include internal displays, displays that support administration of the church, social media, or displays that support sermons, liturgy and church programs.

**Guidelines:** Outward visual displays that include social issues and messages will be brought to the Diaconate for review and approval. All displays must be consistent with the values of AHCC using The AHCC 2024 Roadmap as a guide. In the uncommon circumstance where the senior minister feels a sense of timeliness and urgency to authorize a display in advance of Diaconate review and approval, this may be done with the authorization of the Executive Committee and then reviewed at the next scheduled Diaconate meeting to determine if the display will remain posted.

**Key considerations:**

**How long will displays be posted?** Displays will be reviewed at least annually, and renewal by the Diaconate is required for displays to be posted for each additional year. No displays that are removed, should be replaced by opposing, conflicting or inconsistent messages within one year of removal.

**How many displays at one time?** There should be no more than 3 displays with social messages at one time.

**Intent:** External visual displays made by AHCC should seek to invite Inquiry about a topic of concern and assure Acceptance that responsible points of view will be heard and considered in order to have carefully considered Impact.

**RESOLUTIONS OF  
ASYLUM HILL CONGREGATIONAL CHURCH  
FOR THE SALE OF  
3 (A/K/A 7), 11 (A/K/A 9), 19 AND 21 HUNTINGTON STREET,  
HARTFORD, CONNECTICUT**

**RESOLVED**, pursuant to the authority granted to the Diaconate of Asylum Hill Congregational Church (“**AHCC**”), AHCC is authorized to sell the real properties commonly known as 3 (sometimes referred to as 7) Huntington Street, 11 (sometimes referred to as 9) Huntington Street, 19 Huntington Street and 21 Huntington Street, Hartford, Connecticut 06105 (collectively, the “**Property**”) to Habitat for Humanity of North Central Connecticut, Inc. f/k/a Hartford Area Habitat for Humanity, Inc., a Connecticut non-stock corporation having an address of 780-C Windsor Street, Hartford, Connecticut 06120 (the “**Purchaser**”), substantially in accordance with the terms and conditions of that certain Purchase and Sale Agreement by and between AHCC and the Purchaser attached hereto as **Exhibit A** (“**Purchase and Sale Agreement**”); and it is

**FURTHER RESOLVED**, that Helena Carvalho, as Director of Operations of AHCC (the “**Director**”), or any individual acting at her direction, be, and hereby is, authorized and empowered in the name of and on behalf of AHCC to negotiate the terms of and to execute and deliver for and on behalf of AHCC each of the instruments, documents and agreements as may be necessary or convenient to carry out any of the foregoing resolutions, all with such changes, and in such form, as the Director, or any individual acting at her direction, may approve, the execution and delivery of each document to be conclusive evidence of said approval; and it is

**FURTHER RESOLVED**, that the Director, or any individual acting at her direction, be, and hereby is, authorized and empowered to do and perform all such further acts and things as may be necessary or convenient in order to consummate the transactions authorized in the foregoing resolutions, and any actions heretofore or hereafter taken by the Director, or any individual acting at her direction, in carrying out the purposes of these resolutions, are hereby confirmed, approved and ratified in all respects.

**Exhibit A**

Purchase and Sale Agreement

(see attached)

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the “Agreement”) is made as of the \_\_\_ day of October, 2021 (the “Effective Date”), by and between **ASYLUM HILL CONGREGATIONAL CHURCH** having an address of 814 Asylum Avenue, Hartford, Connecticut 06105 (the “Seller”), and **HABITAT FOR HUMANITY OF NORTH CENTRAL CONNECTICUT, INC. f/k/a HARTFORD AREA HABITAT FOR HUMANITY, INC.**, a Connecticut non-stock corporation having an address of 780-C Windsor Street, Hartford, Connecticut 06120 (the “Purchaser”).

### Recitals

A. Seller is the owner of the fee interest in and to those certain pieces or parcels of real property, together with the appurtenances thereto located thereon and situated in the City of Hartford, County of Hartford and State of Connecticut and commonly known as **3 (sometimes referred to as 7) Huntington Street, 11 (sometimes referred to as 9) Huntington Street, 19 Huntington Street and 21 Huntington Street, Hartford, Connecticut 06105**, as more particularly set forth and described on Exhibit A, attached hereto and made a part hereof (each such piece or parcel of real property, a “Property”).

B. Seller desires to sell the Property to Purchaser and Purchaser desires to purchase each Property from Seller, all in the manner and in accordance with and subject to the terms and conditions set forth in this Agreement.

### Agreement

In consideration of the Recitals set forth above, which is incorporated herein by reference, and the mutual covenants, promises and conditions contained in this Agreement, the parties, intending to be bound legally, agree as follows:

1. Agreement to Purchase and Sell. Seller and Purchaser agree that Seller shall sell and convey to Purchaser and Purchaser shall purchase from Seller, in the manner set forth below, on or before the Closing Date (as hereinafter defined), each Property, together with (a) all right, title and interest of Seller in and to any land lying in the bed of any streets (open or proposed) adjacent or abutting or adjoining each Property, together with all rights, privileges, rights of way and easements appurtenant to each Property, including, without limitation, all minerals on or under each Property, development rights, air rights, and any easements, rights of way or other interests in, on or under any lands, highways, alleys, streets, roadbeds or rights of way abutting or adjoining each Property, and all buildings and other improvements located thereon (collectively, the “Appurtenances”); (b) all transferable reports, approvals, licenses, permits, certificates, special permits, site plan approvals and variances benefiting, owned or caused to be prepared by Seller with respect to each Property (collectively, the “Approvals”); and (c) all right, title and interest of Seller in and to those certain leases affecting each Property, as more particularly set forth on Exhibit B, attached hereto and made a part hereof (collectively, the “Leases” and, together with the Approvals, the Appurtenances and each Property, collectively, the “Premises”).

The Premises shall be conveyed by Seller to Purchaser subject to and in accordance with the terms, conditions and provisions as set forth in this Agreement.

2. Purchase Price. Purchase Price. Subject to the adjustments and prorations hereinafter described, Purchaser agrees to pay to Seller as the total purchase price for the Premises, the aggregate sum of **EIGHTY THOUSAND and 00/100 DOLLARS (\$80,000.00)** (the "**Purchase Price**"), with each piece or parcel of the Property individually being attributed a price and value of \$20,000. The Purchase Price, in such lesser or greater amount as adjusted pursuant to the express terms of this Agreement, shall be payable to Seller by cash, certified or bank check, or by wire transfer of immediately available federal funds on the Closing Date.

3. Closing. The closing of the purchase and sale of the Premises (the "**Closing**") shall take place at Shipman & Goodwin LLP, One Constitution Plaza, Hartford, Connecticut, or at such other place as the parties may agree on the Effective Date (the "**Closing Date**"). The payment of the Purchase Price at the Closing shall be by wire transfer of immediately available funds.

4. Delivery of Documents.

(a) At Closing, Seller shall deliver to Purchaser the following documents:

(i) Quitclaim Deed in proper Connecticut form sufficient to convey Seller's fee simple interest in and to each Property to Purchaser substantially in the form attached hereto as **Exhibit C** and made a part hereof (the "**Deed**");

(ii) state and municipal conveyance tax forms as to each Property together with funds sufficient to pay all state and municipal conveyance taxes for the transactions contemplated by the terms of this Agreement, to the extent applicable;

(iii) affidavits customarily required by title insurance companies in the State of Connecticut for the issuing of title insurance;

(iv) affidavits of Seller certifying that Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended;

(v) copies of the Leases and evidence of intangible property that affect the Premises and an assignment of the Leases and intangible property to Purchaser by way of an assignment and assumption agreement substantially in the form attached hereto as **Exhibit D** and made a part hereof (the "**Assignment and Assumption Agreement**");

(vi) all records and files which are in the actual possession of Seller relating to the operation and maintenance of the Premises, if any, to be delivered pursuant to arrangements made by Seller and Purchaser and shall be in electronic form if available;

(vii) a settlement statement (the "**Settlement Statement**");

(viii) a resolution of Seller authorizing the transactions set forth herein;

(ix) a copy of an executed IRS Form 1099-S, to the extent applicable;  
and

(x) such additional documents as may be reasonably required by Purchaser to consummate the sale of the Premises to Purchaser.

(b) At Closing, Purchaser shall deliver to Seller the following: (i) the Purchase Price as required pursuant to this Agreement; (ii) the Assignment and Assumption Agreement; (iii) the Settlement Statement; and (iii) such additional documents as may be reasonably required by Seller to consummate the sale of the Premises to Purchaser.

5. Costs and Expenses.

(a) Purchaser shall be liable for all of Purchaser's costs and expenses arising out of or in connection with the transactions contemplated by this Agreement, including, without limitation, (i) the cost to record the Deed in the Hartford Land Records, (ii) Purchaser's legal fees incurred in connection with the purchase of the Premises under this Agreement, and (iii) the cost of any and all searches and examinations of title to the Premises and title insurance policies relating thereto.

(b) Seller shall be liable for all of Seller's costs and expenses arising out of or in connection with the transactions contemplated by this Agreement, including, without limitation, (i) all real property, transfer and conveyance taxes, if any; (ii) Seller's legal fees incurred in connection with the sale of the Premises under this Agreement; (iii) all release fees and other charges required to be paid in order to release from the Premises the lien of any mortgage or other security interest or encumbrance which Seller is obligated to remove pursuant to the terms of this Agreement.

6. Title. It is understood and agreed that the marketability of title herein required to be conveyed by Seller shall be determined in accordance with the Standards of Title of the Connecticut Bar Association now in effect (the "Title Standards"). It is also agreed that any and all defects in or encumbrances against the title which come within the scope of said Title Standards shall not constitute a valid objection on the part of Purchaser if such Title Standards do not so provide, provided that Seller furnishes any affidavits or other instruments which may be required by the applicable Title Standards or if Purchaser's title company will issue a commitment to provide the Owner's Policy of Title Insurance at standard rates without exception for such item or insuring against loss or damage arising therefrom.

7. Adjustments. Adjustment of real property taxes, sewer, and other charges, to the extent Purchaser is assessed any such charges, shall be made as of the Closing Date in accordance with the closing customs of the Hartford County Bar Association.

8. Condition of the Premises. Purchaser agrees and represents that Purchaser is purchasing the Premises in "AS IS" condition, "WHERE IS" and "WITH ALL FAULTS" as of the Effective Date subject to reasonable wear and tear and casualty and/or condemnation as set forth herein, subject to the Leases. In making and executing this Agreement, Purchaser has not relied upon nor been induced by any statements or representations of any person with respect to the title to, or the physical condition of, the Premises, or of any other matter affecting, or relating

to the Premises, including, but not limited to building and/or zoning permits for the use or the operation thereof or this transaction which might be pertinent in considering the making or the execution of this Agreement, except as specifically set forth herein. Seller makes no representations or warranties as to the truth, accuracy or completeness of any materials, data or other information supplied to Purchaser in connection with Purchaser's inspection of the Premises. It is the parties' express understanding and agreement that such materials are provided only for Purchaser's convenience in making its own examination and determination as to whether it wishes to purchase the Premises. Purchaser has relied solely on the investigations, examinations, and inspections, if any, as Purchaser has chosen to make or has made. Purchaser accepts and agrees that Purchaser is and/or has been in possession and control of the Premises, and that Seller has afforded Purchaser ample opportunity for full and complete investigations, examinations, and inspections of the Premises. At Closing, Buyer shall assume the risk that adverse matters, including, but not limited to, construction defects and adverse physical and environmental conditions, may not have been revealed by Purchaser's investigations, and Purchaser, upon Closing, shall be deemed to have waived, relinquished and released Seller (and Seller's officers, directors, shareholders, employees and agents) from and against any and all claims, demands, causes of action (including without limitation causes of action in tort), losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) of any and every kind or character, known or unknown, which Purchaser might have asserted or alleged against Purchaser (and Purchaser's officers, directors, shareholders, employees and agents) at any time by reason of or arising out of any latent or patent physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Premises.

Seller makes no representation nor warranty with respect to the presence of Hazardous Materials (as hereinafter defined) on, above or beneath each Property (or any parcel in proximity thereto) or in any water on or under each Property. Purchaser's consummation of the Closing hereunder shall be deemed to constitute an express waiver of Purchaser's right to cause Seller to be joined in any action brought under any Environmental Law (as hereinafter defined). "**Environmental Law**" means any applicable statute, law, ordinance, regulation, rule, code, common law, and any governmental order or binding agreement with any governmental authority: (a) relating to pollution (or the cleanup thereof) or the protection of natural resources, endangered or threatened species, human health or safety, or the environment (including ambient air, soil, surface water or groundwater, or subsurface strata); or (b) concerning the presence of, exposure to, or the management, manufacture, use, containment, storage, recycling, reclamation, reuse, treatment, generation, discharge, transportation, processing, production, disposal or remediation of any Hazardous Materials. The term "Environmental Law" includes, without limitation, the following (including without limitation their implementing regulations): the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq.; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6901 et seq.; the Federal Water Pollution Control Act of 1972, as amended by the Clean Water Act of 1977, 33 U.S.C. §§ 1251 et seq.; the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. §§ 2601 et seq.; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 et seq.; the Clean Air Act of 1966, as amended by the Clean Air Act Amendments of 1990, 42 U.S.C. §§ 7401 et seq.; and the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 et seq.; and any state analogs, including without limitation Title 22a of the Connecticut General

Statutes, including the Connecticut Property Transfer Act, Conn. Gen. Stat. §§ 22a-134 et seq., and all rules and regulations promulgated pursuant to any and all of the foregoing regulating the storage, use and disposal of Hazardous Materials (as hereinafter defined) and any state or local counterpart or equivalent of any of the foregoing, and any federal, state or local statutes, ordinances or regulations regarding environmental notifications or approvals with respect to the transfer of real property. “**Hazardous Materials**” means, without limitation: (a) any material, substance, chemical, waste, product, derivative, compound, mixture, solid, liquid, mineral or gas, in each case, whether naturally occurring or manmade, that is hazardous, acutely hazardous, toxic, or words of similar import or regulatory effect under any Environmental Law, including without limitation any other material or substance now or in the future defined or described as a “hazardous material,” “hazardous substance,” “hazardous waste,” “industrial waste,” “contaminant,” “pollutant,” “hazardous,” “toxic” or “infectious” or words of similar import or regulatory effect by any Environmental Law, and any other substance with respect to which any Environmental Law or governmental authority requires special handling, environmental investigation, monitoring or remediation; and (b) any petroleum or petroleum-derived products, radon, radioactive materials or wastes, asbestos in any form, lead or lead-containing materials, urea formaldehyde foam insulation, polychlorinated biphenyls, explosives, flammable materials, mold, fungi, bacterial or microbial matter of a type which may pose a risk to human health or the environment or adversely affect the value of property, underground or aboveground storage tanks whether empty or containing any substance, poly- and perfluoroalkyl substances, and other emerging contaminants.

9. Seller’s Representations. Seller represents as follows:

(a) Seller has full power, capacity and authority to execute this Agreement and all other documents required to be executed and delivered by Seller under this Agreement and to perform its obligations hereunder.

(b) This Agreement is, and all agreements, instruments and documents to be executed and delivered by Seller pursuant to this Agreement shall be, valid and legally binding upon Seller and enforceable in accordance with their respective terms.

(c) No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under Federal or state bankruptcy law is pending against or, to the best of Seller’s knowledge, contemplated by Seller.

(d) Seller is not a foreign person as defined in 26 U.S.C. Section 1445(f)(3).

Seller’s representations as set forth in this Section 9 shall not survive Closing.

10. Purchaser’s Representations. Purchaser represents as follows:

(a) Purchaser is a legally existing non-stock corporation, duly organized under the laws of the State of Connecticut.

(b) Purchaser has full power, capacity and authority to execute this Agreement and all other documents required to be executed and delivered by Purchaser under this Agreement and to perform its obligations hereunder.

(c) This Agreement is, and all agreements, instruments and documents to be executed and delivered by Purchaser pursuant to this Agreement shall be, valid and legally binding upon Purchaser and enforceable in accordance with their respective terms.

(d) No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under Federal or state bankruptcy law is pending against or, to the best of Purchaser's knowledge, contemplated by Purchaser.

(e) Purchaser is not a foreign person as defined in 26 U.S.C. Section 1445(f)(3).

Purchaser's representations as set forth in this Section 10 shall not survive Closing.

11. Brokers. Purchaser represents and warrants that it has not engaged, on its behalf, any broker in connection with this Agreement for the purchase of the Premises. Seller represents and warrants that it has not engaged, on its behalf, any broker in connection with this Agreement for the sale of the Premises. Each party shall indemnify, defend, and hold the other free and harmless from any and all losses, damages, costs and expenses (including reasonable attorneys' fees) that Purchaser or Seller, as the case may be, may suffer as a result of any claim or suit brought by any broker arising out of or in connection with the transactions contemplated by the terms of this Agreement. This Section 11 shall survive the delivery of the Deed and the Closing.

12. Calendar Days. If any date herein set forth for the performance of any obligations by Seller or Purchaser or for the delivery of any instrument or notice as herein provided should fall on a Saturday, Sunday, or Legal Holiday (as hereinafter defined), the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or Legal Holiday. As used herein, the term "**Legal Holiday**" shall mean any local, state or federal holiday on which post offices are closed in Connecticut.

13. Entire Agreement and Counterparts. This Agreement, together with the schedules and exhibits attached hereto, all of which are incorporated by reference, is the entire agreement between the parties with respect to the subject matter hereof, and no alteration, modification or interpretation hereof shall be binding unless in writing and signed by both parties. This Agreement may be executed in any number of counterparts and each counterpart will, for all purposes, be deemed to be an original, and all counterparts will together constitute one instrument. The parties hereto agree that this Agreement may be transmitted between them or their respective attorneys by electronic mail. The parties intend that .pdf signatures constitute original signatures and that an Agreement containing the signatures (original or .pdf) of all the parties is binding on the parties once sent via electronic mail to the opposing counsel.

14. Effect of Delivery. Seller's delivery, and Purchaser's acceptance, of the Deed will constitute full compliance by Seller of all of the terms, conditions, covenants and representations contained in this Agreement, except as otherwise specifically stated in this Agreement that such terms or conditions will survive the Closing and delivery of the Deed.

15. Applicable Law and Attorneys' Fees. The validity, interpretation and performance of this Agreement shall be controlled and construed under the laws of the State of Connecticut without regard to conflicts of laws principles, and the state or federal district courts located in

Hartford County, Connecticut, shall have exclusive jurisdiction over any legal action concerning or relating to this Agreement. In the event any party brings suit against the another party in connection with this contract, the prevailing party in such litigation shall be entitled to reimbursement for all costs incurred in connection with said suit, including without limitation, reasonable attorneys' fees.

16. Successors and Assigns. The rights, duties and obligations contained herein shall be binding upon and inure to the benefit of Seller, Purchaser and their respective successors and assigns.

17. Severability. If any provision of this Agreement or application to any party or circumstance is determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement or the application of that provision to that party or those circumstances, other than those as to which it is determined invalid or unenforceable, will not be affected thereby, and each provision of this Agreement will be valid and will be enforced to the fullest extent permitted by law.

18. Existing Leasehold Interests. Purchaser and Seller agree that Purchaser, as tenant, and Seller, as landlord, are parties to some or all of the Leases, and that Purchaser is currently in possession and control of the Premises. Purchaser agrees and accepts that it shall continue to pay all rent, use and occupancy payments, and other charges as and when due pursuant to the Leases, as applicable, including without limitation any and all renewals and/or extensions of the term thereof, and reaffirms its leasehold obligations pursuant to the Leases (including without limitation any and all renewals and/or extensions of the term thereof), as applicable, which Purchaser accepts and agrees are superior to its rights pursuant to this Agreement. In the event that a dispute occurs in connection with the Leases or any of them, Purchaser waives any and all claims and defenses that it may have arising out of, in connection with or in any way related to any equitable interest in the Premises granted to it by virtue of this Agreement. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties hereto or their respective successors and assigns.

19. Captions and Interpretation. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope or content of any of its provisions. Whenever the context may require, words used in this Agreement shall include the corresponding feminine, masculine, or neuter forms, and the singular shall include the plural and vice versa. Unless the context expressly indicates otherwise, all references to "Section" are to sections of this Agreement.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, Seller and Purchaser have executed this Agreement as of the date first above written.

**SELLER:**

**ASYLUM HILL CONGREGATIONAL  
CHURCH**

By: \_\_\_\_\_  
Name: Helena Carvalho  
Its: Director of Operations  
Duly Authorized

**PURCHASER:**

**HABITAT FOR HUMANITY OF NORTH  
CENTRAL CONNECTICUT, INC.**

By: \_\_\_\_\_  
Name:  
Title:  
Duly Authorized

**Exhibit A**

Legal Description

**AS TO 3 HUNTINGTON STREET:**

A certain piece or parcel of land, with the buildings thereon standing, situated in the Town of Hartford, County of Hartford and State of Connecticut, known as Nos. 3-5-7 Huntington Street, and being more particularly bounded and described as follows, to wit:

Beginning at a point in the west line of Huntington Street, two hundred five (205) feet north of its intersection with the north line of Asylum Street, measured along said west line of Huntington Street; thence Westerly, in a line at right angles with said west line of Huntington Street, one hundred seven and 11/100 (107.11) feet; thence Northerly, along land of Charles E. Gross, now or formerly, seventeen and 59/100 (17.59) feet; thence Westerly along land now or formerly of Charles E. Gross, forty-three and 53/100 (43.53) feet; thence Northerly along land now or formerly of James B. Marchant, forty-four and 5/10 (44.5) feet; thence running Easterly, in a straight line along land now or formerly of The Nicholas Carabillo Company, one hundred fifty (150) feet to a point in the said west line of Huntington Street sixty and 2/10 (60.2) feet north of the point of beginning; thence Southerly, along the west line of Huntington Street, sixty and 2/10 (60.2) feet to the place of beginning.

Being the same premises conveyed to The Wilson Realty Company by Warranty Deed of The Nicholas Carabillo Company dated March 28, 1929 and recorded in Volume 660, Page 226 of the Hartford Land Records, and being the same premises acquired by Asylum Hill Congregational Church by Certificate of Foreclosure dated May 6, 2005 and recorded May 6, 2005 in Volume 5321, Page 67 of the Hartford Land Records.

**AS TO 11 HUNTINGTON STREET:**

A CERTAIN PIECE OR PARCEL OF LAND SITUATED WESTERLY OF HUNTINGTON STREET IN THE CITY OF HARTFORD, COUNTY OF HARTFORD AND STATE OF CONNECTICUT. SAID PARCEL BEING DEPICTED AS "LOT A" ON A MAP ENTITLED "VARIANCE REQUEST/SUBDIVISION PLAN PROPERTY SURVEY PREPARED FOR HABITAT FOR HUMANITY HUNTINGTON STREET HARTFORD, CONNECTICUT" DATE 06-20-03 REVISED 9-18-03 REVISED 8-12-04 REVISED 02-08-05 SCALE: 1"=20' SHEET 1 OF 1 BY F.A. HESKETH & ASSOCIATES, INC. SAID PARCEL BEING BOUNDED AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT MARKING THE INTERSECTION OF THE NORTHERLY STREETLINE OF ASYLUM AVENUE AND THE WESTERLY STREETLINE OF HUNTINGTON STREET.

THENCE, N 12°53'20" E A DISTANCE OF 265.20 FEET AS MEASURED ALONG THE WESTERLY STREETLINE OF HUNTINGTON STREET TO THE SOUTHEASTERLY CORNER OF THE HEREIN DESCRIBED PARCEL AND TRUE POINT OF BEGINNING.

THENCE, N 73°06'00" W A DISTANCE OF 150.33 FEET ALONG THE NORTHERLY PROPERTY LINE OF LAND NOW OR FORMERLY OF ROBERT A. HANSMAN TO A POINT.

THENCE, N 12°53'20" E A DISTANCE OF 55.26 FEET ALONG LAND NOW OR FORMERLY OF ASYLUM HILL PROJECT, LLC TO A POINT. SAID POINT ALSO BEING THE SOUTHWESTERLY CORNER OF LOT B DEPICTED ON SAID MAP.

THENCE, S 75°51'35" E A DISTANCE OF 150.00 FEET ALONG THE SOUTHERLY LINE OF SAID LOT B TO A POINT IN THE WESTERLY STREETLINE OF HUNTINGTON STREET.

THENCE, S 12°53'20" W A DISTANCE OF 62.50 FEET ALONG THE WESTERLY STREETLINE OF HUNTINGTON STREET TO THE POINT AND PLACE OF BEGINNING.

SAID PARCEL CONTAINS 8,830 SQUARE FEET MORE OR LESS.

### **AS TO 19 HUNTINGTON STREET:**

A CERTAIN PIECE OR PARCEL OF LAND SITUATED WESTERLY OF HUNTINGTON STREET IN THE CITY OF HARTFORD, COUNTY OF HARTFORD AND STATE OF CONNECTICUT. SAID PARCEL BEING DEPICTED AS "LOT B" ON A MAP ENTITLED "VARIANCE REQUEST/SUBDIVISION PLAN PROPERTY SURVEY PREPARED FOR HABITAT FOR HUMANITY HUNTINGTON STREET HARTFORD, CONNECTICUT" DATE 06-20-03 REVISED 9-18-03 REVISED 8-12-04 REVISED 02-08-05 SCALE: 1"=20' SHEET 1 OF 1 BY F.A. HESKETH & ASSOCIATES, INC. SAID PARCEL BEING BOUNDED AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT MARKING THE INTERSECTION OF THE NORTHERLY STREETLINE OF ASYLUM AVENUE AND THE WESTERLY STREETLINE OF HUNTINGTON STREET.

THENCE, N 12°53'20" E A DISTANCE OF 327.70 FEET AS MEASURED ALONG THE WESTERLY STREETLINE OF HUNTINGTON STREET TO THE SOUTHEASTERLY CORNER OF THE HEREIN DESCRIBED PARCEL AND THE TRUE POINT OF BEGINNING.

THENCE, N 75°51'35" W A DISTANCE OF 150.00 FEET ALONG THE NORTHERLY LINE OF LOT A DEPICTED ON SAID MAP TO A POINT.

THENCE, N 12°53'47" E A DISTANCE OF 55.31 FEET ALONG LAND NOW OR FORMERLY OF ASYLUM HILL PROJECT, LLC TO A POINT. SAID POINT ALSO BEING THE SOUTHWESTERLY CORNER OF LOT C DEPICTED ON SAID MAP.

THENCE, S 75°44'30" E A DISTANCE OF 150.00 FEET ALONG THE SOUTHERLY LINE OF LOT C DEPICTED ON SAID MAP TO A POINT IN THE WESTERLY STREETLINE OF HUNTINGTON STREET.

THENCE, S 12°53'20" W A DISTANCE OF 55.00 FEET ALONG THE WESTERLY STREETLINE OF HUNTINGTON STREET TO THE POINT AND PLACE OF BEGINNING.

SAID PARCEL CONTAINS 8,271 SQUARE FEET MORE OR LESS.

**AS TO 21 HUNTINGTON STREET:**

A CERTAIN PIECE OR PARCEL OF LAND SITUATED WESTERLY OF HUNTINGTON STREET IN THE CITY OF HARTFORD, COUNTY OF HARTFORD AND STATE OF CONNECTICUT. SAID PARCEL BEING DEPICTED AS "LOT C" ON A MAP ENTITLED "VARIANCE REQUEST/SUBDIVISION PLAN PROPERTY SURVEY PREPARED FOR HABITAT FOR HUMANITY HUNTINGTON STREET HARTFORD, CONNECTICUT" DATE 06-20-03 REVISED 9-18-03 REVISED 8-12-04 REVISED 02-08-05 SCALE: 1"=20' SHEET 1 OF 1 BY F.A. HESKETH & ASSOCIATES, INC. SAID PARCEL BEING BOUNDED AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT MARKING THE INTERSECTION OF THE NORTHERLY STREETLINE OF ASYLUM AVENUE AND THE WESTERLY STREETLINE OF HUNTINGTON STREET.

THENCE, N 12°53'20" E A DISTANCE OF 382.70 FEET AS MEASURED ALONG THE WESTERLY STREETLINE OF HUNTINGTON STREET TO THE SOUTHEASTERLY CORNER OF THE HEREIN DESCRIBED PARCEL AND THE TRUE POINT OF BEGINNING.

THENCE, N 75°44'30" W A DISTANCE OF 150.00 FEET ALONG THE NORTHERLY LINE OF LOT B DEPICTED ON SAID MAP TO A POINT.

THENCE, N 12°53'47" E A DISTANCE OF 55.30 FEET ALONG LAND NOW OR FORMERLY OF ASYLUM HILL PROJECT, LLC TO A POINT.

THENCE, S 75°37'30" E A DISTANCE OF 150.00 FEET ALONG LAND NOW OR FORMERLY OF LLOYD WILLIAMS TO A POINT IN THE WESTERLY STREETLINE OF HUNTINGTON STREET.

THENCE, S 12°53'20" W A DISTANCE OF 55.00 FEET ALONG THE WESTERLY STREETLINE OF HUNTINGTON STREET TO THE POINT AND PLACE OF BEGINNING.

SAID PARCEL CONTAINS 8,270 SQUARE FEET MORE OR LESS.

## **Exhibit B**

### Leases

1. Lease dated as of August 1, 2006, by and between Asylum Hill Congregational Church, as landlord, and Hartford Area Habitat for Humanity, Inc., as tenant, with respect to the real property commonly known as 3 Huntington Street (sometimes known as 7 Huntington Street), Hartford, Connecticut 06105, as affected by that certain Notice of Lease dated as of November 2, 2007, as assigned pursuant to that certain Assignment and Acceptance of Lease dated November 2, 2007, by and between Hartford Area Habitat for Humanity, Inc., as assignor, and Carlos Arroyo, as assignee.
2. Lease dated as of May 27, 2003, by and between Asylum Hill Congregational Church, as landlord, and Hartford Area Habitat for Humanity, Inc., as tenant, with respect to the real property commonly known as 11 Huntington Street (sometimes known as 9 Huntington Street), Hartford, Connecticut 06105, as modified by that certain Ground Lease Modification Agreement dated November 29, 2004, and recorded in Volume 5205 at Page 134 of the Hartford Land Records, as further modified by that certain Second Ground Lease Modification Agreement dated February 17, 2005.
3. Lease dated as of November 29, 2004, by and between Asylum Hill Congregational Church, as landlord, and Hartford Area Habitat for Humanity, Inc., as tenant, with respect to the real property commonly known as 19 Huntington Street, Hartford, Connecticut 06105, as modified by that Ground Lease Modification Agreement dated February 17, 2005.
4. Lease dated as of November 29, 2004, by and between Asylum Hill Congregational Church, as landlord, and Hartford Area Habitat for Humanity, Inc., as tenant, with respect to the real property commonly known as 21 Huntington Street, Hartford, Connecticut 06105, as modified by that Ground Lease Modification Agreement dated February 17, 2005.

**Exhibit C**

Form of Quitclaim Deed

**PLEASE RETURN TO:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**QUITCLAIM DEED**

**TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING:**

**KNOW YE THAT: ASYLUM HILL CONGREGATIONAL CHURCH** having an address of 814 Asylum Avenue, Hartford, Connecticut 06105 (the “**Releasor**”), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, received to Releasor’s full satisfaction, does hereby grant and release unto **HABITAT FOR HUMANITY OF NORTH CENTRAL CONNECTICUT, INC.**, a Connecticut non-stock corporation having an address of 780-C Windsor Street, Hartford, Connecticut 06120 (the “**Releasee**”), and unto Releasee’s successors and assigns forever, **WITH QUITCLAIM COVENANTS**, all the right, title, interest, claim and demand whatsoever as the said Releasor has or ought to have in and to:

Those certain pieces or parcels of real property located in the City of Hartford, County of Hartford and State of Connecticut and commonly known as \_\_\_\_\_ **Huntington Street, Hartford, Connecticut 06105**, and more particularly bounded and described on **Schedule A** attached hereto and made a part hereof.

**TO HAVE AND TO HOLD** the premises hereby remised, released and quitclaimed with all the appurtenances thereof unto the said Releasee and to the Releasee’s successors and assigns forever, so that neither the Releasor nor any other person in its name or behalf shall or will have any claim, right or title in or to the premises or any part thereof, but therefrom the Releasor and they are by these presents, forever barred and excluded.

[SIGNATURE PAGE FOLLOWS]



**Exhibit D**

Form of Assignment and Assumption Agreement

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

**THIS ASSIGNMENT AND ASSUMPTION AGREEMENT** (the “**Assignment**”) is entered into as of this \_\_\_\_\_ day of October, 2021 (the “**Effective Date**”), by and between **ASYLUM HILL CONGREGATIONAL CHURCH** having an address of 814 Asylum Avenue, Hartford, Connecticut 06105 (“**Assignor**”), and **HABITAT FOR HUMANITY OF NORTH CENTRAL CONNECTICUT, INC. f/k/a HARTFORD AREA HABITAT FOR HUMANITY, INC.**, a Connecticut non-stock corporation having an address of 780-C Windsor Street, Hartford, Connecticut 06120 (“**Assignee**”).

**WHEREAS**, Assignor and Assignee have entered into that certain Purchase and Sale Agreement dated of even date herewith (the “**Agreement**”) for the sale and purchase of certain Property (as defined in the Agreement) as more particularly described in Exhibit A attached to the Agreement, including all right, title and interest of Assignor in and to the Leases (as such term is defined in the Agreement); and

**WHEREAS**, Assignor desires to quitclaim unto Assignee all of Assignor’s right, title and interest in and to the Intangible Property (as hereinafter defined) as hereinafter provided; and

**WHEREAS**, Assignee desires to assume the duties and obligations of Assignor with respect to the Intangible Property.

**NOW, THEREFORE**, in accordance with the Agreement and in consideration of the sum of Ten Dollars (\$10.00), the sufficiency and receipt of which are hereby acknowledged, the parties do hereby covenant and agree as follows and take the following actions:

1. Capitalized terms not defined herein shall have the same meaning as ascribed to such terms in the Agreement.
2. Assignor does hereby quitclaim unto Assignee all of the Assignor’s right, title and interest in and to the following property to the extent the same is transferable by Assignor (collectively, “**Intangible Property**”): the Leases, the Approvals and all of the intangible property as set forth in the Agreement.
3. THE INTANGIBLE PROPERTY IS BEING QUITCLAIMED “AS IS”, “WHERE IS”, AND “WITH ALL FAULTS” AS OF THE DATE OF THIS ASSIGNMENT, WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER AS TO ITS CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. ASSIGNOR SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED, CONCERNING THE INTANGIBLE PROPERTY OR

ASSIGNOR'S TITLE THERETO. ASSIGNEE IS HEREBY THUS ACQUIRING THE INTANGIBLE PROPERTY BASED SOLELY UPON ASSIGNEE'S OWN INDEPENDENT INVESTIGATIONS AND INSPECTIONS OF THAT PROPERTY AND NOT IN RELIANCE UPON ANY INFORMATION PROVIDED BY ASSIGNOR OR ASSIGNOR'S AGENTS OR CONTRACTORS.

4. Assignee hereby accepts the foregoing assignment of the Intangible Property and hereby assumes all duties and obligations of Assignor with respect to the Intangible Property from and after the date of this Assignment. Assignee shall defend, indemnify and hold harmless Assignor from and against any and all Claims (as hereinafter defined) asserted against or incurred by Assignor in connection with any acts or omissions, on or after the date of this Assignment, with respect to the Intangible Property. "**Claims**" means claims, demands, causes of action, losses, damages, liabilities, judgments, costs and expenses (including attorneys' fees, whether suit is instituted or not).

5. This Assignment shall be (a) binding upon, and inure to the benefit of, the parties to this Assignment and their respective successors and assigns, and (b) construed in accordance with the laws of the State of Connecticut, without regard to the application of choice of law principles, except to the extent such laws are superseded by federal law.

6. Each individual executing and delivering this Assignment on behalf of a party hereby represents and warrants to the other parties that such individual has been duly authorized and empowered to make such execution and delivery.

7. This Assignment may be executed in any number of separate counterparts, each of which shall be deemed an original, but all of which, collectively and separately, shall constitute one and the same Assignment. The parties intend that .pdf signatures constitute original signatures and that an Agreement containing the signatures (original or .pdf) of all the parties is binding on the parties once sent via electronic mail to the opposing counsel.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, this Assignment has been executed and delivered by the parties as of the Effective Date.

**ASSIGNOR:**

**ASYLUM HILL CONGREGATIONAL  
CHURCH**

By: \_\_\_\_\_  
Name: Helena Carvalho  
Its: Director of Operations  
Duly Authorized

**ASSIGNEE:**

**HABITAT FOR HUMANITY OF NORTH  
CENTRAL CONNECTICUT, INC.**

By: \_\_\_\_\_  
Name:  
Title:  
Duly Authorized

**RESOLUTIONS OF  
ASYLUM HILL CONGREGATIONAL CHURCH  
FOR THE SALE OF  
3 (A/K/A 7), 11 (A/K/A 9), 19 AND 21 HUNTINGTON STREET,  
HARTFORD, CONNECTICUT**

**RESOLVED**, pursuant to the authority granted to the Diaconate of Asylum Hill Congregational Church (“**AHCC**”), AHCC is authorized to sell the real properties commonly known as 3 (sometimes referred to as 7) Huntington Street, 11 (sometimes referred to as 9) Huntington Street, 19 Huntington Street and 21 Huntington Street, Hartford, Connecticut 06105 (collectively, the “**Property**”) to Habitat for Humanity of North Central Connecticut, Inc. f/k/a Hartford Area Habitat for Humanity, Inc., a Connecticut non-stock corporation having an address of 780-C Windsor Street, Hartford, Connecticut 06120 (the “**Purchaser**”), substantially in accordance with the terms and conditions of that certain Purchase and Sale Agreement by and between AHCC and the Purchaser attached hereto as **Exhibit A** (“**Purchase and Sale Agreement**”); and it is

**FURTHER RESOLVED**, that Helena Carvalho, as Director of Operations of AHCC (the “**Director**”), or any individual acting at her direction, be, and hereby is, authorized and empowered in the name of and on behalf of AHCC to negotiate the terms of and to execute and deliver for and on behalf of AHCC each of the instruments, documents and agreements as may be necessary or convenient to carry out any of the foregoing resolutions, all with such changes, and in such form, as the Director, or any individual acting at her direction, may approve, the execution and delivery of each document to be conclusive evidence of said approval; and it is

**FURTHER RESOLVED**, that the Director, or any individual acting at her direction, be, and hereby is, authorized and empowered to do and perform all such further acts and things as may be necessary or convenient in order to consummate the transactions authorized in the foregoing resolutions, and any actions heretofore or hereafter taken by the Director, or any individual acting at her direction, in carrying out the purposes of these resolutions, are hereby confirmed, approved and ratified in all respects.

**Exhibit A**

Purchase and Sale Agreement

(see attached)

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the “Agreement”) is made as of the \_\_\_\_ day of October, 2021 (the “Effective Date”), by and between **ASYLUM HILL CONGREGATIONAL CHURCH** having an address of 814 Asylum Avenue, Hartford, Connecticut 06105 (the “Seller”), and **HABITAT FOR HUMANITY OF NORTH CENTRAL CONNECTICUT, INC. f/k/a HARTFORD AREA HABITAT FOR HUMANITY, INC.**, a Connecticut non-stock corporation having an address of 780-C Windsor Street, Hartford, Connecticut 06120 (the “Purchaser”).

### Recitals

A. Seller is the owner of the fee interest in and to those certain pieces or parcels of real property, together with the appurtenances thereto located thereon and situated in the City of Hartford, County of Hartford and State of Connecticut and commonly known as **3 (sometimes referred to as 7) Huntington Street, 11 (sometimes referred to as 9) Huntington Street, 19 Huntington Street and 21 Huntington Street, Hartford, Connecticut 06105**, as more particularly set forth and described on Exhibit A, attached hereto and made a part hereof (each such piece or parcel of real property, a “Property”).

B. Seller desires to sell the Property to Purchaser and Purchaser desires to purchase each Property from Seller, all in the manner and in accordance with and subject to the terms and conditions set forth in this Agreement.

### Agreement

In consideration of the Recitals set forth above, which is incorporated herein by reference, and the mutual covenants, promises and conditions contained in this Agreement, the parties, intending to be bound legally, agree as follows:

1. Agreement to Purchase and Sell. Seller and Purchaser agree that Seller shall sell and convey to Purchaser and Purchaser shall purchase from Seller, in the manner set forth below, on or before the Closing Date (as hereinafter defined), each Property, together with (a) all right, title and interest of Seller in and to any land lying in the bed of any streets (open or proposed) adjacent or abutting or adjoining each Property, together with all rights, privileges, rights of way and easements appurtenant to each Property, including, without limitation, all minerals on or under each Property, development rights, air rights, and any easements, rights of way or other interests in, on or under any lands, highways, alleys, streets, roadbeds or rights of way abutting or adjoining each Property, and all buildings and other improvements located thereon (collectively, the “Appurtenances”); (b) all transferable reports, approvals, licenses, permits, certificates, special permits, site plan approvals and variances benefiting, owned or caused to be prepared by Seller with respect to each Property (collectively, the “Approvals”); and (c) all right, title and interest of Seller in and to those certain leases affecting each Property, as more particularly set forth on Exhibit B, attached hereto and made a part hereof (collectively, the “Leases” and, together with the Approvals, the Appurtenances and each Property, collectively, the “Premises”).

The Premises shall be conveyed by Seller to Purchaser subject to and in accordance with the terms, conditions and provisions as set forth in this Agreement.

2. Purchase Price. Purchase Price. Subject to the adjustments and prorations hereinafter described, Purchaser agrees to pay to Seller as the total purchase price for the Premises, the aggregate sum of **EIGHTY THOUSAND and 00/100 DOLLARS (\$80,000.00)** (the "**Purchase Price**"), with each piece or parcel of the Property individually being attributed a price and value of \$20,000. The Purchase Price, in such lesser or greater amount as adjusted pursuant to the express terms of this Agreement, shall be payable to Seller by cash, certified or bank check, or by wire transfer of immediately available federal funds on the Closing Date.

3. Closing. The closing of the purchase and sale of the Premises (the "**Closing**") shall take place at Shipman & Goodwin LLP, One Constitution Plaza, Hartford, Connecticut, or at such other place as the parties may agree on the Effective Date (the "**Closing Date**"). The payment of the Purchase Price at the Closing shall be by wire transfer of immediately available funds.

4. Delivery of Documents.

(a) At Closing, Seller shall deliver to Purchaser the following documents:

(i) Quitclaim Deed in proper Connecticut form sufficient to convey Seller's fee simple interest in and to each Property to Purchaser substantially in the form attached hereto as **Exhibit C** and made a part hereof (the "**Deed**");

(ii) state and municipal conveyance tax forms as to each Property together with funds sufficient to pay all state and municipal conveyance taxes for the transactions contemplated by the terms of this Agreement, to the extent applicable;

(iii) affidavits customarily required by title insurance companies in the State of Connecticut for the issuing of title insurance;

(iv) affidavits of Seller certifying that Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended;

(v) copies of the Leases and evidence of intangible property that affect the Premises and an assignment of the Leases and intangible property to Purchaser by way of an assignment and assumption agreement substantially in the form attached hereto as **Exhibit D** and made a part hereof (the "**Assignment and Assumption Agreement**");

(vi) all records and files which are in the actual possession of Seller relating to the operation and maintenance of the Premises, if any, to be delivered pursuant to arrangements made by Seller and Purchaser and shall be in electronic form if available;

(vii) a settlement statement (the "**Settlement Statement**");

(viii) a resolution of Seller authorizing the transactions set forth herein;

(ix) a copy of an executed IRS Form 1099-S, to the extent applicable;  
and

(x) such additional documents as may be reasonably required by Purchaser to consummate the sale of the Premises to Purchaser.

(b) At Closing, Purchaser shall deliver to Seller the following: (i) the Purchase Price as required pursuant to this Agreement; (ii) the Assignment and Assumption Agreement; (iii) the Settlement Statement; and (iii) such additional documents as may be reasonably required by Seller to consummate the sale of the Premises to Purchaser.

5. Costs and Expenses.

(a) Purchaser shall be liable for all of Purchaser's costs and expenses arising out of or in connection with the transactions contemplated by this Agreement, including, without limitation, (i) the cost to record the Deed in the Hartford Land Records, (ii) Purchaser's legal fees incurred in connection with the purchase of the Premises under this Agreement, and (iii) the cost of any and all searches and examinations of title to the Premises and title insurance policies relating thereto.

(b) Seller shall be liable for all of Seller's costs and expenses arising out of or in connection with the transactions contemplated by this Agreement, including, without limitation, (i) all real property, transfer and conveyance taxes, if any; (ii) Seller's legal fees incurred in connection with the sale of the Premises under this Agreement; (iii) all release fees and other charges required to be paid in order to release from the Premises the lien of any mortgage or other security interest or encumbrance which Seller is obligated to remove pursuant to the terms of this Agreement.

6. Title. It is understood and agreed that the marketability of title herein required to be conveyed by Seller shall be determined in accordance with the Standards of Title of the Connecticut Bar Association now in effect (the "Title Standards"). It is also agreed that any and all defects in or encumbrances against the title which come within the scope of said Title Standards shall not constitute a valid objection on the part of Purchaser if such Title Standards do not so provide, provided that Seller furnishes any affidavits or other instruments which may be required by the applicable Title Standards or if Purchaser's title company will issue a commitment to provide the Owner's Policy of Title Insurance at standard rates without exception for such item or insuring against loss or damage arising therefrom.

7. Adjustments. Adjustment of real property taxes, sewer, and other charges, to the extent Purchaser is assessed any such charges, shall be made as of the Closing Date in accordance with the closing customs of the Hartford County Bar Association.

8. Condition of the Premises. Purchaser agrees and represents that Purchaser is purchasing the Premises in "AS IS" condition, "WHERE IS" and "WITH ALL FAULTS" as of the Effective Date subject to reasonable wear and tear and casualty and/or condemnation as set forth herein, subject to the Leases. In making and executing this Agreement, Purchaser has not relied upon nor been induced by any statements or representations of any person with respect to the title to, or the physical condition of, the Premises, or of any other matter affecting, or relating

to the Premises, including, but not limited to building and/or zoning permits for the use or the operation thereof or this transaction which might be pertinent in considering the making or the execution of this Agreement, except as specifically set forth herein. Seller makes no representations or warranties as to the truth, accuracy or completeness of any materials, data or other information supplied to Purchaser in connection with Purchaser's inspection of the Premises. It is the parties' express understanding and agreement that such materials are provided only for Purchaser's convenience in making its own examination and determination as to whether it wishes to purchase the Premises. Purchaser has relied solely on the investigations, examinations, and inspections, if any, as Purchaser has chosen to make or has made. Purchaser accepts and agrees that Purchaser is and/or has been in possession and control of the Premises, and that Seller has afforded Purchaser ample opportunity for full and complete investigations, examinations, and inspections of the Premises. At Closing, Buyer shall assume the risk that adverse matters, including, but not limited to, construction defects and adverse physical and environmental conditions, may not have been revealed by Purchaser's investigations, and Purchaser, upon Closing, shall be deemed to have waived, relinquished and released Seller (and Seller's officers, directors, shareholders, employees and agents) from and against any and all claims, demands, causes of action (including without limitation causes of action in tort), losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) of any and every kind or character, known or unknown, which Purchaser might have asserted or alleged against Purchaser (and Purchaser's officers, directors, shareholders, employees and agents) at any time by reason of or arising out of any latent or patent physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Premises.

Seller makes no representation nor warranty with respect to the presence of Hazardous Materials (as hereinafter defined) on, above or beneath each Property (or any parcel in proximity thereto) or in any water on or under each Property. Purchaser's consummation of the Closing hereunder shall be deemed to constitute an express waiver of Purchaser's right to cause Seller to be joined in any action brought under any Environmental Law (as hereinafter defined). "**Environmental Law**" means any applicable statute, law, ordinance, regulation, rule, code, common law, and any governmental order or binding agreement with any governmental authority: (a) relating to pollution (or the cleanup thereof) or the protection of natural resources, endangered or threatened species, human health or safety, or the environment (including ambient air, soil, surface water or groundwater, or subsurface strata); or (b) concerning the presence of, exposure to, or the management, manufacture, use, containment, storage, recycling, reclamation, reuse, treatment, generation, discharge, transportation, processing, production, disposal or remediation of any Hazardous Materials. The term "Environmental Law" includes, without limitation, the following (including without limitation their implementing regulations): the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq.; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6901 et seq.; the Federal Water Pollution Control Act of 1972, as amended by the Clean Water Act of 1977, 33 U.S.C. §§ 1251 et seq.; the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. §§ 2601 et seq.; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 et seq.; the Clean Air Act of 1966, as amended by the Clean Air Act Amendments of 1990, 42 U.S.C. §§ 7401 et seq.; and the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 et seq.; and any state analogs, including without limitation Title 22a of the Connecticut General

Statutes, including the Connecticut Property Transfer Act, Conn. Gen. Stat. §§ 22a-134 et seq., and all rules and regulations promulgated pursuant to any and all of the foregoing regulating the storage, use and disposal of Hazardous Materials (as hereinafter defined) and any state or local counterpart or equivalent of any of the foregoing, and any federal, state or local statutes, ordinances or regulations regarding environmental notifications or approvals with respect to the transfer of real property. “**Hazardous Materials**” means, without limitation: (a) any material, substance, chemical, waste, product, derivative, compound, mixture, solid, liquid, mineral or gas, in each case, whether naturally occurring or manmade, that is hazardous, acutely hazardous, toxic, or words of similar import or regulatory effect under any Environmental Law, including without limitation any other material or substance now or in the future defined or described as a “hazardous material,” “hazardous substance,” “hazardous waste,” “industrial waste,” “contaminant,” “pollutant,” “hazardous,” “toxic” or “infectious” or words of similar import or regulatory effect by any Environmental Law, and any other substance with respect to which any Environmental Law or governmental authority requires special handling, environmental investigation, monitoring or remediation; and (b) any petroleum or petroleum-derived products, radon, radioactive materials or wastes, asbestos in any form, lead or lead-containing materials, urea formaldehyde foam insulation, polychlorinated biphenyls, explosives, flammable materials, mold, fungi, bacterial or microbial matter of a type which may pose a risk to human health or the environment or adversely affect the value of property, underground or aboveground storage tanks whether empty or containing any substance, poly- and perfluoroalkyl substances, and other emerging contaminants.

9. Seller’s Representations. Seller represents as follows:

(a) Seller has full power, capacity and authority to execute this Agreement and all other documents required to be executed and delivered by Seller under this Agreement and to perform its obligations hereunder.

(b) This Agreement is, and all agreements, instruments and documents to be executed and delivered by Seller pursuant to this Agreement shall be, valid and legally binding upon Seller and enforceable in accordance with their respective terms.

(c) No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under Federal or state bankruptcy law is pending against or, to the best of Seller’s knowledge, contemplated by Seller.

(d) Seller is not a foreign person as defined in 26 U.S.C. Section 1445(f)(3).

Seller’s representations as set forth in this Section 9 shall not survive Closing.

10. Purchaser’s Representations. Purchaser represents as follows:

(a) Purchaser is a legally existing non-stock corporation, duly organized under the laws of the State of Connecticut.

(b) Purchaser has full power, capacity and authority to execute this Agreement and all other documents required to be executed and delivered by Purchaser under this Agreement and to perform its obligations hereunder.

(c) This Agreement is, and all agreements, instruments and documents to be executed and delivered by Purchaser pursuant to this Agreement shall be, valid and legally binding upon Purchaser and enforceable in accordance with their respective terms.

(d) No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under Federal or state bankruptcy law is pending against or, to the best of Purchaser's knowledge, contemplated by Purchaser.

(e) Purchaser is not a foreign person as defined in 26 U.S.C. Section 1445(f)(3).

Purchaser's representations as set forth in this Section 10 shall not survive Closing.

11. Brokers. Purchaser represents and warrants that it has not engaged, on its behalf, any broker in connection with this Agreement for the purchase of the Premises. Seller represents and warrants that it has not engaged, on its behalf, any broker in connection with this Agreement for the sale of the Premises. Each party shall indemnify, defend, and hold the other free and harmless from any and all losses, damages, costs and expenses (including reasonable attorneys' fees) that Purchaser or Seller, as the case may be, may suffer as a result of any claim or suit brought by any broker arising out of or in connection with the transactions contemplated by the terms of this Agreement. This Section 11 shall survive the delivery of the Deed and the Closing.

12. Calendar Days. If any date herein set forth for the performance of any obligations by Seller or Purchaser or for the delivery of any instrument or notice as herein provided should fall on a Saturday, Sunday, or Legal Holiday (as hereinafter defined), the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or Legal Holiday. As used herein, the term "**Legal Holiday**" shall mean any local, state or federal holiday on which post offices are closed in Connecticut.

13. Entire Agreement and Counterparts. This Agreement, together with the schedules and exhibits attached hereto, all of which are incorporated by reference, is the entire agreement between the parties with respect to the subject matter hereof, and no alteration, modification or interpretation hereof shall be binding unless in writing and signed by both parties. This Agreement may be executed in any number of counterparts and each counterpart will, for all purposes, be deemed to be an original, and all counterparts will together constitute one instrument. The parties hereto agree that this Agreement may be transmitted between them or their respective attorneys by electronic mail. The parties intend that .pdf signatures constitute original signatures and that an Agreement containing the signatures (original or .pdf) of all the parties is binding on the parties once sent via electronic mail to the opposing counsel.

14. Effect of Delivery. Seller's delivery, and Purchaser's acceptance, of the Deed will constitute full compliance by Seller of all of the terms, conditions, covenants and representations contained in this Agreement, except as otherwise specifically stated in this Agreement that such terms or conditions will survive the Closing and delivery of the Deed.

15. Applicable Law and Attorneys' Fees. The validity, interpretation and performance of this Agreement shall be controlled and construed under the laws of the State of Connecticut without regard to conflicts of laws principles, and the state or federal district courts located in

Hartford County, Connecticut, shall have exclusive jurisdiction over any legal action concerning or relating to this Agreement. In the event any party brings suit against the another party in connection with this contract, the prevailing party in such litigation shall be entitled to reimbursement for all costs incurred in connection with said suit, including without limitation, reasonable attorneys' fees.

16. Successors and Assigns. The rights, duties and obligations contained herein shall be binding upon and inure to the benefit of Seller, Purchaser and their respective successors and assigns.

17. Severability. If any provision of this Agreement or application to any party or circumstance is determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement or the application of that provision to that party or those circumstances, other than those as to which it is determined invalid or unenforceable, will not be affected thereby, and each provision of this Agreement will be valid and will be enforced to the fullest extent permitted by law.

18. Existing Leasehold Interests. Purchaser and Seller agree that Purchaser, as tenant, and Seller, as landlord, are parties to some or all of the Leases, and that Purchaser is currently in possession and control of the Premises. Purchaser agrees and accepts that it shall continue to pay all rent, use and occupancy payments, and other charges as and when due pursuant to the Leases, as applicable, including without limitation any and all renewals and/or extensions of the term thereof, and reaffirms its leasehold obligations pursuant to the Leases (including without limitation any and all renewals and/or extensions of the term thereof), as applicable, which Purchaser accepts and agrees are superior to its rights pursuant to this Agreement. In the event that a dispute occurs in connection with the Leases or any of them, Purchaser waives any and all claims and defenses that it may have arising out of, in connection with or in any way related to any equitable interest in the Premises granted to it by virtue of this Agreement. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties hereto or their respective successors and assigns.

19. Captions and Interpretation. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope or content of any of its provisions. Whenever the context may require, words used in this Agreement shall include the corresponding feminine, masculine, or neuter forms, and the singular shall include the plural and vice versa. Unless the context expressly indicates otherwise, all references to "Section" are to sections of this Agreement.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, Seller and Purchaser have executed this Agreement as of the date first above written.

**SELLER:**

**ASYLUM HILL CONGREGATIONAL  
CHURCH**

By: \_\_\_\_\_  
Name: Helena Carvalho  
Its: Director of Operations  
Duly Authorized

**PURCHASER:**

**HABITAT FOR HUMANITY OF NORTH  
CENTRAL CONNECTICUT, INC.**

By: \_\_\_\_\_  
Name:  
Title:  
Duly Authorized

**Exhibit A**

Legal Description

**AS TO 3 HUNTINGTON STREET:**

A certain piece or parcel of land, with the buildings thereon standing, situated in the Town of Hartford, County of Hartford and State of Connecticut, known as Nos. 3-5-7 Huntington Street, and being more particularly bounded and described as follows, to wit:

Beginning at a point in the west line of Huntington Street, two hundred five (205) feet north of its intersection with the north line of Asylum Street, measured along said west line of Huntington Street; thence Westerly, in a line at right angles with said west line of Huntington Street, one hundred seven and 11/100 (107.11) feet; thence Northerly, along land of Charles E. Gross, now or formerly, seventeen and 59/100 (17.59) feet; thence Westerly along land now or formerly of Charles E. Gross, forty-three and 53/100 (43.53) feet; thence Northerly along land now or formerly of James B. Marchant, forty-four and 5/10 (44.5) feet; thence running Easterly, in a straight line along land now or formerly of The Nicholas Carabillo Company, one hundred fifty (150) feet to a point in the said west line of Huntington Street sixty and 2/10 (60.2) feet north of the point of beginning; thence Southerly, along the west line of Huntington Street, sixty and 2/10 (60.2) feet to the place of beginning.

Being the same premises conveyed to The Wilson Realty Company by Warranty Deed of The Nicholas Carabillo Company dated March 28, 1929 and recorded in Volume 660, Page 226 of the Hartford Land Records, and being the same premises acquired by Asylum Hill Congregational Church by Certificate of Foreclosure dated May 6, 2005 and recorded May 6, 2005 in Volume 5321, Page 67 of the Hartford Land Records.

**AS TO 11 HUNTINGTON STREET:**

A CERTAIN PIECE OR PARCEL OF LAND SITUATED WESTERLY OF HUNTINGTON STREET IN THE CITY OF HARTFORD, COUNTY OF HARTFORD AND STATE OF CONNECTICUT. SAID PARCEL BEING DEPICTED AS "LOT A" ON A MAP ENTITLED "VARIANCE REQUEST/SUBDIVISION PLAN PROPERTY SURVEY PREPARED FOR HABITAT FOR HUMANITY HUNTINGTON STREET HARTFORD, CONNECTICUT" DATE 06-20-03 REVISED 9-18-03 REVISED 8-12-04 REVISED 02-08-05 SCALE: 1"=20' SHEET 1 OF 1 BY F.A. HESKETH & ASSOCIATES, INC. SAID PARCEL BEING BOUNDED AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT MARKING THE INTERSECTION OF THE NORTHERLY STREETLINE OF ASYLUM AVENUE AND THE WESTERLY STREETLINE OF HUNTINGTON STREET.

THENCE, N 12°53'20" E A DISTANCE OF 265.20 FEET AS MEASURED ALONG THE WESTERLY STREETLINE OF HUNTINGTON STREET TO THE SOUTHEASTERLY CORNER OF THE HEREIN DESCRIBED PARCEL AND TRUE POINT OF BEGINNING.

THENCE, N 73°06'00" W A DISTANCE OF 150.33 FEET ALONG THE NORTHERLY PROPERTY LINE OF LAND NOW OR FORMERLY OF ROBERT A. HANSMAN TO A POINT.

THENCE, N 12°53'20" E A DISTANCE OF 55.26 FEET ALONG LAND NOW OR FORMERLY OF ASYLUM HILL PROJECT, LLC TO A POINT. SAID POINT ALSO BEING THE SOUTHWESTERLY CORNER OF LOT B DEPICTED ON SAID MAP.

THENCE, S 75°51'35" E A DISTANCE OF 150.00 FEET ALONG THE SOUTHERLY LINE OF SAID LOT B TO A POINT IN THE WESTERLY STREETLINE OF HUNTINGTON STREET.

THENCE, S 12°53'20" W A DISTANCE OF 62.50 FEET ALONG THE WESTERLY STREETLINE OF HUNTINGTON STREET TO THE POINT AND PLACE OF BEGINNING.

SAID PARCEL CONTAINS 8,830 SQUARE FEET MORE OR LESS.

### AS TO 19 HUNTINGTON STREET:

A CERTAIN PIECE OR PARCEL OF LAND SITUATED WESTERLY OF HUNTINGTON STREET IN THE CITY OF HARTFORD, COUNTY OF HARTFORD AND STATE OF CONNECTICUT. SAID PARCEL BEING DEPICTED AS "LOT B" ON A MAP ENTITLED "VARIANCE REQUEST/SUBDIVISION PLAN PROPERTY SURVEY PREPARED FOR HABITAT FOR HUMANITY HUNTINGTON STREET HARTFORD, CONNECTICUT" DATE 06-20-03 REVISED 9-18-03 REVISED 8-12-04 REVISED 02-08-05 SCALE: 1"=20' SHEET 1 OF 1 BY F.A. HESKETH & ASSOCIATES, INC. SAID PARCEL BEING BOUNDED AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT MARKING THE INTERSECTION OF THE NORTHERLY STREETLINE OF ASYLUM AVENUE AND THE WESTERLY STREETLINE OF HUNTINGTON STREET.

THENCE, N 12°53'20" E A DISTANCE OF 327.70 FEET AS MEASURED ALONG THE WESTERLY STREETLINE OF HUNTINGTON STREET TO THE SOUTHEASTERLY CORNER OF THE HEREIN DESCRIBED PARCEL AND THE TRUE POINT OF BEGINNING.

THENCE, N 75°51'35" W A DISTANCE OF 150.00 FEET ALONG THE NORTHERLY LINE OF LOT A DEPICTED ON SAID MAP TO A POINT.

THENCE, N 12°53'47" E A DISTANCE OF 55.31 FEET ALONG LAND NOW OR FORMERLY OF ASYLUM HILL PROJECT, LLC TO A POINT. SAID POINT ALSO BEING THE SOUTHWESTERLY CORNER OF LOT C DEPICTED ON SAID MAP.

THENCE, S 75°44'30" E A DISTANCE OF 150.00 FEET ALONG THE SOUTHERLY LINE OF LOT C DEPICTED ON SAID MAP TO A POINT IN THE WESTERLY STREETLINE OF HUNTINGTON STREET.

THENCE, S 12°53'20" W A DISTANCE OF 55.00 FEET ALONG THE WESTERLY STREETLINE OF HUNTINGTON STREET TO THE POINT AND PLACE OF BEGINNING.

SAID PARCEL CONTAINS 8,271 SQUARE FEET MORE OR LESS.

**AS TO 21 HUNTINGTON STREET:**

A CERTAIN PIECE OR PARCEL OF LAND SITUATED WESTERLY OF HUNTINGTON STREET IN THE CITY OF HARTFORD, COUNTY OF HARTFORD AND STATE OF CONNECTICUT. SAID PARCEL BEING DEPICTED AS "LOT C" ON A MAP ENTITLED "VARIANCE REQUEST/SUBDIVISION PLAN PROPERTY SURVEY PREPARED FOR HABITAT FOR HUMANITY HUNTINGTON STREET HARTFORD, CONNECTICUT" DATE 06-20-03 REVISED 9-18-03 REVISED 8-12-04 REVISED 02-08-05 SCALE: 1"=20' SHEET 1 OF 1 BY F.A. HESKETH & ASSOCIATES, INC. SAID PARCEL BEING BOUNDED AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT MARKING THE INTERSECTION OF THE NORTHERLY STREETLINE OF ASYLUM AVENUE AND THE WESTERLY STREETLINE OF HUNTINGTON STREET.

THENCE, N 12°53'20" E A DISTANCE OF 382.70 FEET AS MEASURED ALONG THE WESTERLY STREETLINE OF HUNTINGTON STREET TO THE SOUTHEASTERLY CORNER OF THE HEREIN DESCRIBED PARCEL AND THE TRUE POINT OF BEGINNING.

THENCE, N 75°44'30" W A DISTANCE OF 150.00 FEET ALONG THE NORTHERLY LINE OF LOT B DEPICTED ON SAID MAP TO A POINT.

THENCE, N 12°53'47" E A DISTANCE OF 55.30 FEET ALONG LAND NOW OR FORMERLY OF ASYLUM HILL PROJECT, LLC TO A POINT.

THENCE, S 75°37'30" E A DISTANCE OF 150.00 FEET ALONG LAND NOW OR FORMERLY OF LLOYD WILLIAMS TO A POINT IN THE WESTERLY STREETLINE OF HUNTINGTON STREET.

THENCE, S 12°53'20" W A DISTANCE OF 55.00 FEET ALONG THE WESTERLY STREETLINE OF HUNTINGTON STREET TO THE POINT AND PLACE OF BEGINNING.

SAID PARCEL CONTAINS 8,270 SQUARE FEET MORE OR LESS.

## **Exhibit B**

### Leases

1. Lease dated as of August 1, 2006, by and between Asylum Hill Congregational Church, as landlord, and Hartford Area Habitat for Humanity, Inc., as tenant, with respect to the real property commonly known as 3 Huntington Street (sometimes known as 7 Huntington Street), Hartford, Connecticut 06105, as affected by that certain Notice of Lease dated as of November 2, 2007, as assigned pursuant to that certain Assignment and Acceptance of Lease dated November 2, 2007, by and between Hartford Area Habitat for Humanity, Inc., as assignor, and Carlos Arroyo, as assignee.
2. Lease dated as of May 27, 2003, by and between Asylum Hill Congregational Church, as landlord, and Hartford Area Habitat for Humanity, Inc., as tenant, with respect to the real property commonly known as 11 Huntington Street (sometimes known as 9 Huntington Street), Hartford, Connecticut 06105, as modified by that certain Ground Lease Modification Agreement dated November 29, 2004, and recorded in Volume 5205 at Page 134 of the Hartford Land Records, as further modified by that certain Second Ground Lease Modification Agreement dated February 17, 2005.
3. Lease dated as of November 29, 2004, by and between Asylum Hill Congregational Church, as landlord, and Hartford Area Habitat for Humanity, Inc., as tenant, with respect to the real property commonly known as 19 Huntington Street, Hartford, Connecticut 06105, as modified by that Ground Lease Modification Agreement dated February 17, 2005.
4. Lease dated as of November 29, 2004, by and between Asylum Hill Congregational Church, as landlord, and Hartford Area Habitat for Humanity, Inc., as tenant, with respect to the real property commonly known as 21 Huntington Street, Hartford, Connecticut 06105, as modified by that Ground Lease Modification Agreement dated February 17, 2005.

**Exhibit C**

Form of Quitclaim Deed

**PLEASE RETURN TO:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**QUITCLAIM DEED**

**TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING:**

**KNOW YE THAT: ASYLUM HILL CONGREGATIONAL CHURCH** having an address of 814 Asylum Avenue, Hartford, Connecticut 06105 (the “**Releasor**”), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, received to Releasor’s full satisfaction, does hereby grant and release unto **HABITAT FOR HUMANITY OF NORTH CENTRAL CONNECTICUT, INC.**, a Connecticut non-stock corporation having an address of 780-C Windsor Street, Hartford, Connecticut 06120 (the “**Releasee**”), and unto Releasee’s successors and assigns forever, **WITH QUITCLAIM COVENANTS**, all the right, title, interest, claim and demand whatsoever as the said Releasor has or ought to have in and to:

Those certain pieces or parcels of real property located in the City of Hartford, County of Hartford and State of Connecticut and commonly known as \_\_\_\_\_ **Huntington Street, Hartford, Connecticut 06105**, and more particularly bounded and described on **Schedule A** attached hereto and made a part hereof.

**TO HAVE AND TO HOLD** the premises hereby remised, released and quitclaimed with all the appurtenances thereof unto the said Releasee and to the Releasee’s successors and assigns forever, so that neither the Releasor nor any other person in its name or behalf shall or will have any claim, right or title in or to the premises or any part thereof, but therefrom the Releasor and they are by these presents, forever barred and excluded.

[SIGNATURE PAGE FOLLOWS]



**Exhibit D**

Form of Assignment and Assumption Agreement

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

**THIS ASSIGNMENT AND ASSUMPTION AGREEMENT** (the “**Assignment**”) is entered into as of this \_\_\_\_\_ day of October, 2021 (the “**Effective Date**”), by and between **ASYLUM HILL CONGREGATIONAL CHURCH** having an address of 814 Asylum Avenue, Hartford, Connecticut 06105 (“**Assignor**”), and **HABITAT FOR HUMANITY OF NORTH CENTRAL CONNECTICUT, INC. f/k/a HARTFORD AREA HABITAT FOR HUMANITY, INC.**, a Connecticut non-stock corporation having an address of 780-C Windsor Street, Hartford, Connecticut 06120 (“**Assignee**”).

**WHEREAS**, Assignor and Assignee have entered into that certain Purchase and Sale Agreement dated of even date herewith (the “**Agreement**”) for the sale and purchase of certain Property (as defined in the Agreement) as more particularly described in Exhibit A attached to the Agreement, including all right, title and interest of Assignor in and to the Leases (as such term is defined in the Agreement); and

**WHEREAS**, Assignor desires to quitclaim unto Assignee all of Assignor’s right, title and interest in and to the Intangible Property (as hereinafter defined) as hereinafter provided; and

**WHEREAS**, Assignee desires to assume the duties and obligations of Assignor with respect to the Intangible Property.

**NOW, THEREFORE**, in accordance with the Agreement and in consideration of the sum of Ten Dollars (\$10.00), the sufficiency and receipt of which are hereby acknowledged, the parties do hereby covenant and agree as follows and take the following actions:

1. Capitalized terms not defined herein shall have the same meaning as ascribed to such terms in the Agreement.
2. Assignor does hereby quitclaim unto Assignee all of the Assignor’s right, title and interest in and to the following property to the extent the same is transferable by Assignor (collectively, “**Intangible Property**”): the Leases, the Approvals and all of the intangible property as set forth in the Agreement.
3. THE INTANGIBLE PROPERTY IS BEING QUITCLAIMED “AS IS”, “WHERE IS”, AND “WITH ALL FAULTS” AS OF THE DATE OF THIS ASSIGNMENT, WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER AS TO ITS CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. ASSIGNOR SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED, CONCERNING THE INTANGIBLE PROPERTY OR

ASSIGNOR'S TITLE THERETO. ASSIGNEE IS HEREBY THUS ACQUIRING THE INTANGIBLE PROPERTY BASED SOLELY UPON ASSIGNEE'S OWN INDEPENDENT INVESTIGATIONS AND INSPECTIONS OF THAT PROPERTY AND NOT IN RELIANCE UPON ANY INFORMATION PROVIDED BY ASSIGNOR OR ASSIGNOR'S AGENTS OR CONTRACTORS.

4. Assignee hereby accepts the foregoing assignment of the Intangible Property and hereby assumes all duties and obligations of Assignor with respect to the Intangible Property from and after the date of this Assignment. Assignee shall defend, indemnify and hold harmless Assignor from and against any and all Claims (as hereinafter defined) asserted against or incurred by Assignor in connection with any acts or omissions, on or after the date of this Assignment, with respect to the Intangible Property. "**Claims**" means claims, demands, causes of action, losses, damages, liabilities, judgments, costs and expenses (including attorneys' fees, whether suit is instituted or not).

5. This Assignment shall be (a) binding upon, and inure to the benefit of, the parties to this Assignment and their respective successors and assigns, and (b) construed in accordance with the laws of the State of Connecticut, without regard to the application of choice of law principles, except to the extent such laws are superseded by federal law.

6. Each individual executing and delivering this Assignment on behalf of a party hereby represents and warrants to the other parties that such individual has been duly authorized and empowered to make such execution and delivery.

7. This Assignment may be executed in any number of separate counterparts, each of which shall be deemed an original, but all of which, collectively and separately, shall constitute one and the same Assignment. The parties intend that .pdf signatures constitute original signatures and that an Agreement containing the signatures (original or .pdf) of all the parties is binding on the parties once sent via electronic mail to the opposing counsel.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, this Assignment has been executed and delivered by the parties as of the Effective Date.

**ASSIGNOR:**

**ASYLUM HILL CONGREGATIONAL  
CHURCH**

By: \_\_\_\_\_  
Name: Helena Carvalho  
Its: Director of Operations  
Duly Authorized

**ASSIGNEE:**

**HABITAT FOR HUMANITY OF NORTH  
CENTRAL CONNECTICUT, INC.**

By: \_\_\_\_\_  
Name:  
Title:  
Duly Authorized