

20 REEF ROAD

Location 20 REEF ROAD

Mblu 180/ 90/ / /

Acct# 03788

Owner SCHNEIDER PROPERTIES,LLC

Assessment \$1,246,350

Appraisal \$1,780,500

PID 15269

Building Count 1

Current Value

| Appraisal | | | |
|----------------|--------------|-------------|-------------|
| Valuation Year | Improvements | Land | Total |
| 2023 | \$574,300 | \$1,206,200 | \$1,780,500 |

| Assessment | | | |
|----------------|--------------|-----------|-------------|
| Valuation Year | Improvements | Land | Total |
| 2023 | \$402,010 | \$844,340 | \$1,246,350 |

Owner of Record

Owner SCHNEIDER PROPERTIES,LLC
Co-Owner
Care Of
Address 22 WATKINS DRIVE
 SANDY HOOK, CT 06482

Sale Price \$800,000
Certificate
Book & Page 2049/0326
Sale Date 10/07/1999
Qualified U

Ownership History

| Ownership History | | | | |
|--------------------------|------------|-------------|-------------|------------|
| Owner | Sale Price | Certificate | Book & Page | Sale Date |
| SCHNEIDER PROPERTIES,LLC | \$800,000 | | 2049/0326 | 10/07/1999 |
| MANASEVIT CAROL C | \$0 | | 1097/0092 | 12/12/1991 |

Building Information

Building 1 : Section 1

Year Built: 1900
Living Area: 3,042
Replacement Cost: \$764,704

Building Percent Good: 75

Replacement Cost

Less Depreciation: \$573,500

Building Attributes

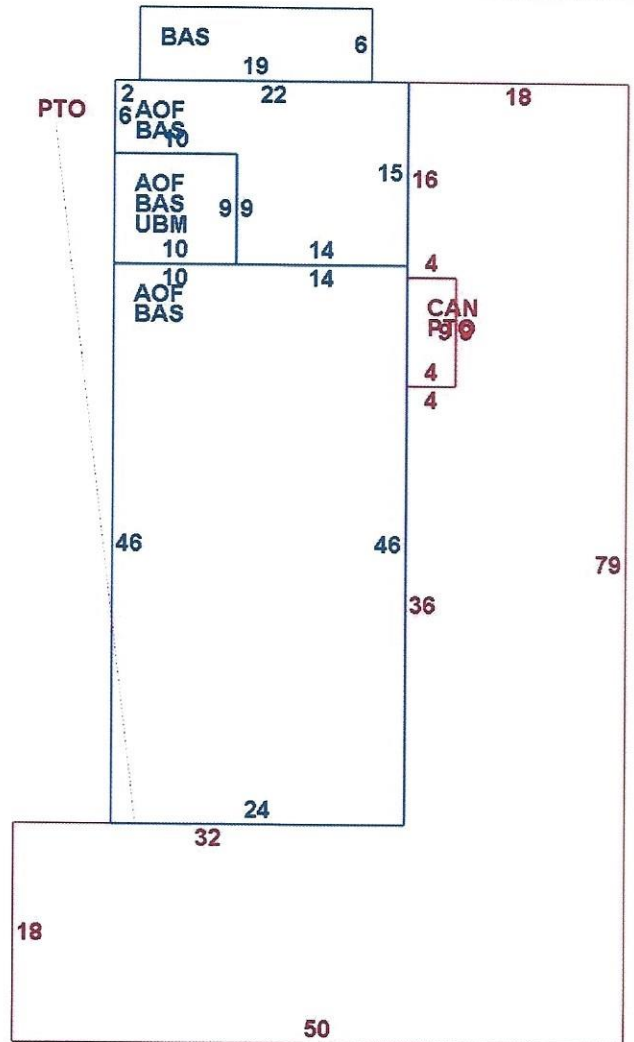
| Field | Description |
|------------------|-----------------|
| Style: | Restaurant |
| Model | Comm/Ind |
| Grade | Good |
| Stories: | 2 |
| Occupancy | 3.00 |
| Exterior Wall 1 | Clapboard |
| Exterior Wall 2 | |
| Roof Structure | Gable/Hip |
| Roof Cover | Asphalt |
| Interior Wall 1 | Plastered |
| Interior Wall 2 | |
| Interior Floor 1 | Hardwood |
| Interior Floor 2 | Ceram Clay Til |
| Heating Fuel | Oil |
| Heating Type | Forced Air-Duc |
| AC Type | Heat Pump |
| Bldg Use | Restaurant/Club |
| Total Rooms | |
| Total Bedrms | 00 |
| Total Baths | 0 |
| Liv Area | |
| Effect Area | |
| 1st Floor Use: | 3220 |
| Heat/AC | Heat/AC Pkgs |
| Frame Type | Wood Frame |
| Baths/Plumbing | Average |
| Ceiling/Wall | Ceil & Walls |
| Rooms/Prtns | Average |
| Wall Height | 12.00 |
| % Comn Wall | 0.00 |

Building Photo



(https://images.vgsi.com/photos2/FairfieldCTPhotos/A0089\IMG_9003_1)

Building Layout



(ParcelSketch.ashx?pid=15269&bid=14138)

Building Sub-Areas (sq ft)

| Code | Description | Gross Area | Living Area |
|------|-------------|------------|-------------|
| BAS | First Floor | 1,578 | 1,578 |

| | | | |
|-----|----------------------|-------|-------|
| AOF | Office | 1,464 | 1,464 |
| CAN | Canopy | 36 | 0 |
| PTO | Patio | 1,998 | 0 |
| UBM | Basement, Unfinished | 90 | 0 |
| | | 5,166 | 3,042 |

Extra Features

| Extra Features | |
|----------------------------|--|
| No Data for Extra Features | |

Land

| Land Use | | Land Line Valuation | |
|---------------|-----------------|---------------------|-------------|
| Use Code | 3260 | Size (Sqr Feet) | 4398 |
| Description | Restaurant/Club | Depth | 0 |
| Zone | CDBD | Assessed Value | \$844,340 |
| Neighborhood | C2 | Appraised Value | \$1,206,200 |
| Alt Land Appr | No | | |
| Category | | | |

Outbuildings

| Outbuildings | | | | | | Legend |
|--------------|----------------|----------|-----------------|------------|-------|--------|
| Code | Description | Sub Code | Sub Description | Size | Value | Bldg # |
| LT1 | LIGHTS-IN W/PL | | | 1.00 UNITS | \$800 | |

Valuation History

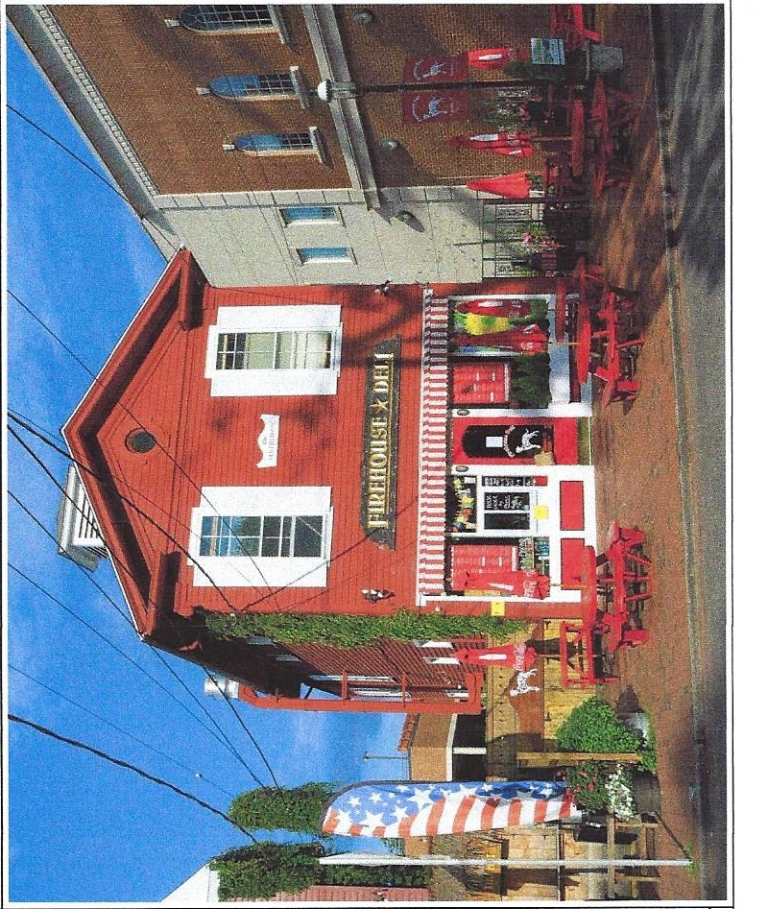
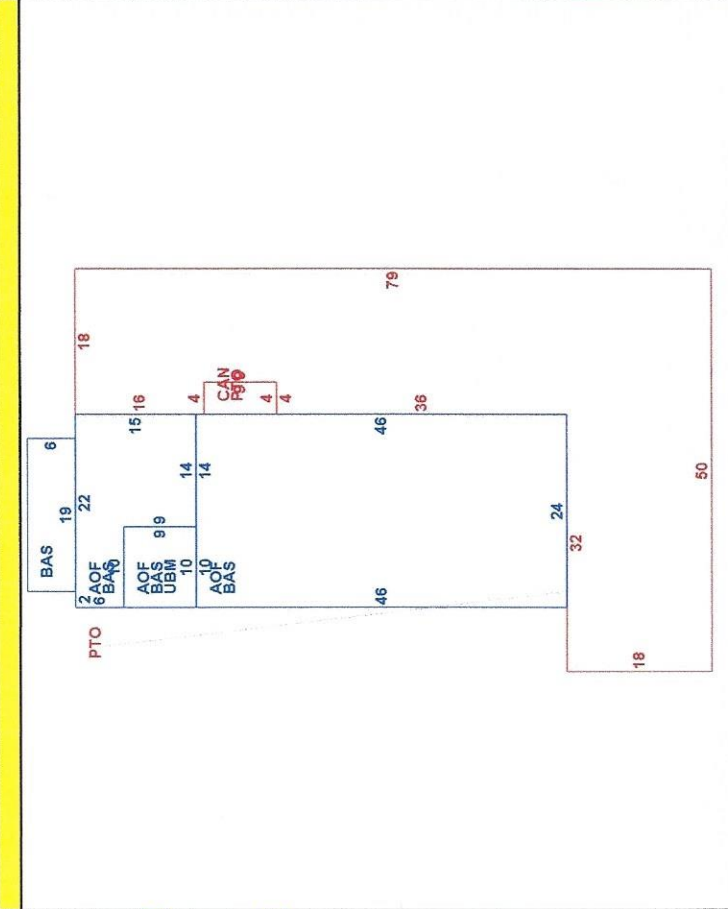
| Appraisal | | | |
|----------------|--------------|-------------|-------------|
| Valuation Year | Improvements | Land | Total |
| 2022 | \$574,300 | \$1,206,200 | \$1,780,500 |
| 2021 | \$574,300 | \$1,206,200 | \$1,780,500 |
| 2020 | \$574,300 | \$1,206,200 | \$1,780,500 |

| Assessment | | | |
|----------------|--------------|-----------|-------------|
| Valuation Year | Improvements | Land | Total |
| 2022 | \$402,010 | \$844,340 | \$1,246,350 |
| 2021 | \$402,010 | \$844,340 | \$1,246,350 |
| 2020 | \$402,010 | \$844,340 | \$1,246,350 |

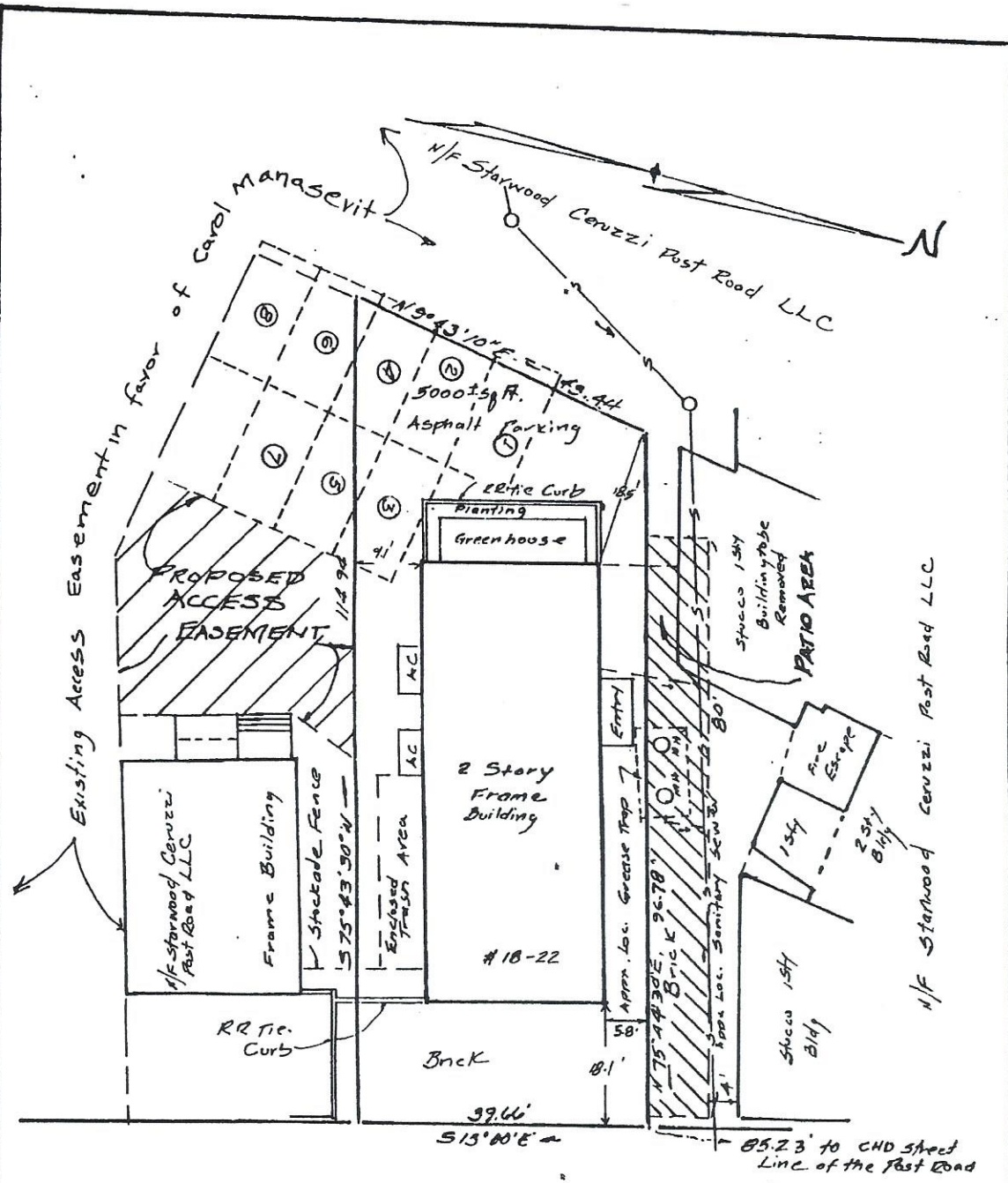
| CONSTRUCTION DETAIL | | Element | Description | Cd | Element | Description |
|---------------------|-------|-----------------|-------------|----|---------|-------------|
| Style: | 301 | Restaurant | | | | |
| Model | 94 | Comm/Ind | | | | |
| Grade | 05 | Good | | | | |
| Stories: | 2 | | | | | |
| Occupancy | 3.00 | | | | | |
| Exterior Wall 1 | 11 | Clapboard | | | | |
| Exterior Wall 2 | | Gable/Hip | | | | |
| Roof Structure | 03 | Asphalt | | | | |
| Roof Cover | 03 | Plastered | | | | |
| Interior Wall 1 | | | | | | |
| Interior Wall 2 | | | | | | |
| Interior Floor 1 | 12 | Hardwood | | | | |
| Interior Floor 2 | 11 | Ceram Clay Til | | | | |
| Heating Fuel | 02 | Oil | | | | |
| Heating Type | 04 | Forced Air-Duc | | | | |
| AC Type | 02 | Heat Pump | | | | |
| Bldg Use | 3260 | Restaurant/Club | | | | |
| Total Rooms | 00 | | | | | |
| Total Bedrms | 0 | | | | | |
| Total Baths | 0 | | | | | |
| Liv Area | | | | | | |
| Effect Area | | | | | | |
| Heat/AC | 01 | Heat/AC Pkgs | | | | |
| Frame Type | 02 | Wood Frame | | | | |
| Baths/Plumbing | 02 | Average | | | | |
| Calling/Wall | 06 | Ceil & Walls | | | | |
| Rooms/Prtns | 02 | Average | | | | |
| Wall Height | 12.00 | | | | | |
| % Conn Wall | 0.00 | | | | | |
| 1st Floor Use: | 3220 | | | | | |

| OB - OUTBUILDING & YARD ITEMS(L) / XF - BUILDING EXTRA FEATURES(B) | | | | | | | | | | | |
|--|---------------|-----|-------|------------|--------|-------|----|--------|-------|-----------|-------------|
| Code | Description | L/B | Units | Unit Price | Yr Blt | Cond. | Cd | % Good | Grade | Grade Adj | Appr. Value |
| LT1 | LIGHTS-IN W/P | L | 1 | 840.00 | 2001 | | | 90 | | 0.00 | 800 |

| BUILDING SUB-AREA SUMMARY SECTION | | | | | | | | |
|-----------------------------------|----------------------|-------------|------------|----------|-----------|----------------|-------|---------|
| Code | Description | Living Area | Floor Area | Eff Area | Unit Cost | Undeprec Value | | |
| AOF | Office | 1,464 | 1,464 | 1,464 | 233.71 | 342,154 | | |
| BAS | First Floor | 1,578 | 1,578 | 1,578 | 233.71 | 368,797 | | |
| CAN | Canopy | 0 | 36 | 36 | 45.44 | 1,636 | | |
| PTO | Patio | 0 | 1,998 | 1,998 | 23.39 | 46,742 | | |
| UBM | Basement, Unfinished | 0 | 90 | 90 | 59.73 | 5,375 | | |
| Ttl Gross Liv / Lease Area | | | | | 3,042 | 5,166 | 3,272 | 764,704 |



5-3326 B



REEF ROAD

MAP SHOWING PROPERTY TO BE
 CONVEYED BY CAROL C. MANASEVIT TO
 SCHNEIDER PROPERTIES, LLC
 FAIRFIELD, CONN. SEPT. 26, 1999.

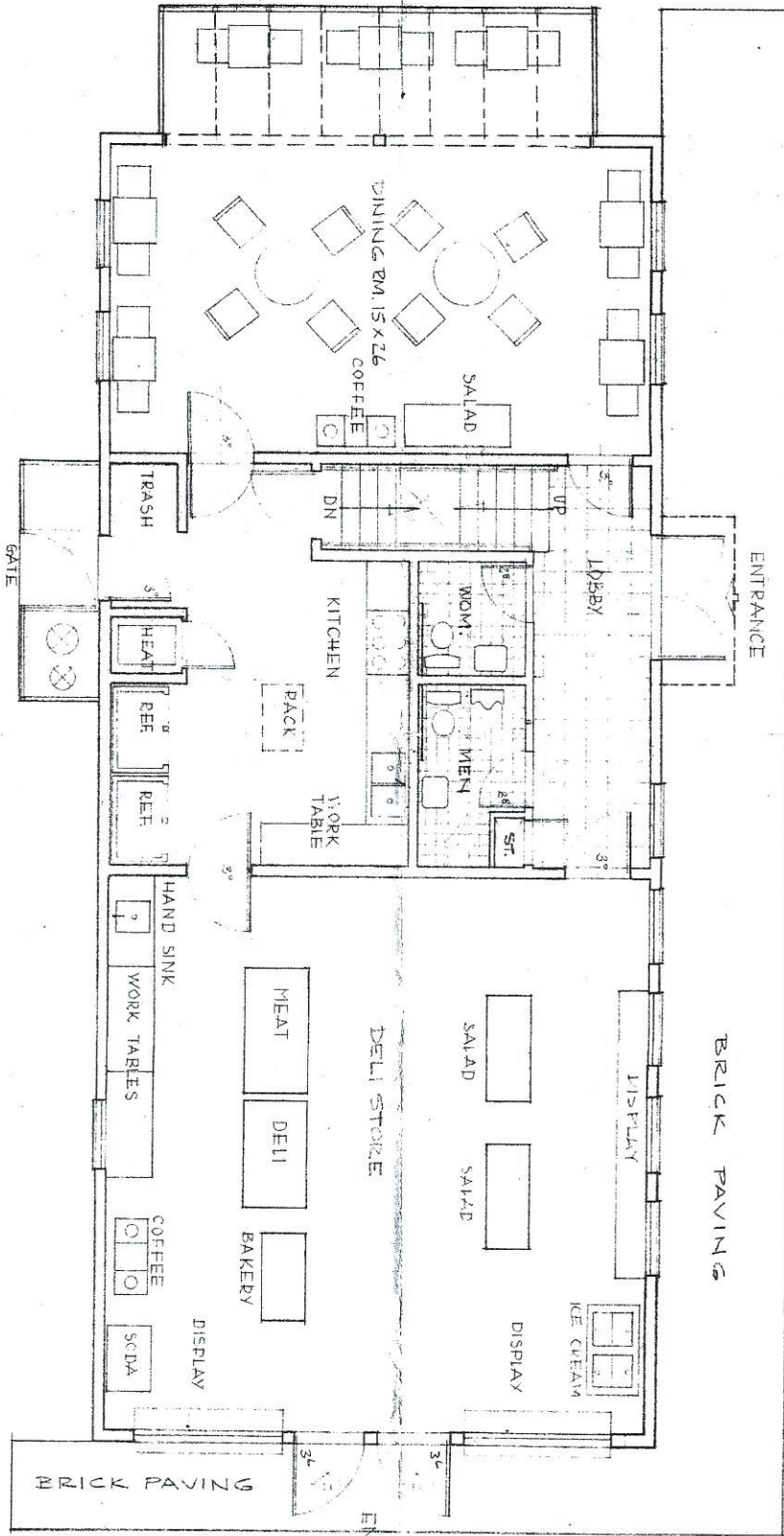
This Survey has been prepared pursuant to the Regulations of Connecticut State Agencies Sections 20-300b-1-20 and the standards for Surveys & Maps in the State of Connecticut as adopted by the Connecticut Association of Land Surveyors Inc on Sept. 26, 1996. It is a property survey based on a Dependent Resurvey and conforms to the standards of a Class A2 Survey. It has been prepared for conveyance purposes.
 To: The Bank of New York
 I hereby state to the best of my knowledge, intention and belief this map is substantially correct.

ORIGINAL

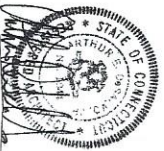
5-3326

PARKING LOT

GREEN HOUSE 6x20



ROAD



FAIRFIELD HOOK & LADDER CO #1 BLDG
 FAIRFIELD, CT
 SCALE 1/4" = 1'-0"
 DATE 11.7.83
 PROPOSED DELI LAYOUT
 ARCHITECT DE SALVO JR. AIA

COHEN AND WOLF, P. C.
ATTORNEYS AT LAW

HERBERT L. COHEN
(1928-1983)

AUSTIN K. WOLF
MARTIN F. WOLF
RICHARD L. ALBRECHT
JONATHAN S. BOWMAN
IRVING J. KERN
MARTIN J. ALBERT
STEWART I. EDELSTEIN
NEIL R. MARCUS
DAVID L. GROGINS
GRETA E. SOLOMON
ROBIN A. KAHN
RICHARD G. KENT
RICHARD SLAVIN

DANIEL S. NAGEL
RICHARD J. D. MARCO
DAVID B. ZABEL
MARK A. KIRSCH
DAVID M. LEVINE
JOSEPH G. WALSH
DAVID A. BALL
JOCelyn B. HURWITZ
STUART M. KATZ
MONTE E. FRANK
PATRICIA C. SULLIVAN
VINCENT M. MARINO
MAURA T. KEHOE

SPECIAL COUNSEL
G. KENNETH BERNHARD

OF COUNSEL
ROBERT J. ASHKINS
STUART A. EPSTEIN
JACK E. MCGREGOR

115 BROAD STREET
P. O. BOX 1821
BRIDGEPORT, CONNECTICUT 06601-1821
TELEPHONE (203) 388-0211
FACSIMILE (203) 376-8504

158 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810
TELEPHONE (203) 798-2771
FACSIMILE (203) 791-8149

190 MAIN STREET
WESTPORT, CONNECTICUT 06880
TELEPHONE (203) 228-1034

112 PROSPECT STREET
STAMFORD, CONNECTICUT 06904
TELEPHONE (203) 964-9907
FACSIMILE (203) 576-8504

PLEASE REPLY TO Bridgeport
WRITERS DIRECT DIAL (203) _____

August 12, 1999

Stephen Maggiola, Esq.
Attorney At Law
2465 Black Rock Turnpike
Fairfield, CT 06432

RE: Family Realty Sale to Star Ceruzzi

Dear Steve:

I have considered further your comments concerning the proposed easement reserved in order to provide access to property to be acquired by Stanton Perham from Carol C. Manasevit, as to the fact that the portion of the easement as shown on the map dated August 6 was on property which is not owned by Family Realty Company, the grantor to Ceruzzi. You pointed out to me that it would not be possible to insure that portion of the easement, and in thinking about this further, I concluded that since the grant of the easement over property not owned by Family Realty was ineffectual, there was no reason to grade such a right in the deed.

I have therefore revised the map in order to show the easement over the parking areas are not part of the property which is in fact being conveyed, and which you therefore will be able to insure.

I am enclosing a revised description of the easement, which not only accomplishes the purpose of the above, but also makes clear that the part of the easement which is now designated as Access Easement A may not be relocated. This change is intended to respond to Aram's concern that the right of relocation might be construed to include the area immediately around the Perham building. Since that is not the intention of the parties, I have clarified that by adding the additional language.

COHEN AND WOLF, P. C.

August 12, 1999
Page 2

I think that the enclosed now fairly represents the understanding of all concerned, and meets the comment which you raised with me the other day. I am sending a copy of this letter, and the enclosures, to Aram, for his information, and would appreciate your confirming with him that the enclosed are in good order. If there is any question, please do not hesitate to call me.

Thank you for your help.

Very truly yours,

Austin K. Wolf

AKW/djs
Enclosures
cc: Hon. Aram Tellalian

C23-WARRANTY DEED-SHORT FORM
IND. OR CORP.

ADG VST-1

©1976 ALL-STATE LEGAL SUPPLY CO.
One Commerce Drive, Cranford, N. J. 07106

To all People to Whom these Presents shall Come. Greeting:

Know Ye, That FAMILY REAL ESTATE COMPANY, LLC, a Connecticut limited liability company having its principal office in the Town of Fairfield, County of Fairfield, and State of Connecticut

for the consideration of Three Million Thirty-One Thousand Eight Hundred Eighty (\$3,031,880.00) Dollars *herein designated as the Grantors,*
received to the full satisfaction of the Grantors, from STARWOOD CERUZZI POST ROAD LLC, a Delaware limited liability company

whose mailing address is 1720 Post Road, Fairfield, Connecticut 06430 *herein designated as the Grantees,*

do hereby give, grant, bargain, sell and convey to the Grantees all that certain piece or parcel of land, together with the buildings and other improvements thereon, situated in the Town of Fairfield, County of Fairfield, and State of Connecticut, said premises being described on Schedule A attached hereto and made a part hereof, subject to the encumbrances set forth on Schedule B attached hereto, and made a part hereof, and reserving the easements set forth on Schedule C attached hereto and made a part hereof.

To Have and to Hold the premises hereby conveyed, with the appurtenances thereof, unto the Grantees and unto the Grantees' heirs, successors and assigns forever and to the Grantees' and their own proper use and behoof; **and** the Grantors do for themselves, their heirs, successors and assigns covenant with the Grantees, their heirs, successors and assigns that the Grantors are well seized of the premises as a good indefeasible estate in FEE SIMPLE; and have good right to grant and convey the same in manner and form as herein written and the same are free from all incumbrances whatsoever, except as herein stated.

And Furthermore, the Grantors do by these presents bind themselves and their heirs, successors and assigns forever to WARRANT AND DEFEND the premises hereby conveyed to the Grantees and their heirs, successors and assigns against all claims and demands whatsoever, except as herein stated.

In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

In Witness Whereof, the Grantors have hereunto set their hands and seals, or if a corporation, it has caused these presents to be signed by its corporate officers and its corporate seal to be affixed hereto, this 10th day of August, 1999.

Signed, Sealed and Delivered in the presence of
or Attested by

FAMILY REAL ESTATE COMPANY, LLC

By: _____
Bruce Manasevit - Its Manager

By: _____
Deren Manasevit - Its Manager

State of Connecticut
County of FAIRFIELD

} ** Bridgeport

August 10, 1999

The foregoing instrument was acknowledged before me this 10th day of August, 19 99, by Bruce Manasevit and Deren Manasevit, as their free acts and deeds individually and as Managers of Family Real Estate Company, LLC.

.....
Austin K. Wolf
Commissioner of the Superior Court

0070371333 12:20 12800001073 TELETYPE PAGE 03

SCHEDULE A

All that certain piece or parcel of land, with all the improvements thereon, situated in the Town and County of Fairfield, State of Connecticut, and bounded and described as follows, to wit:

- NORTHERLY on the Post Road, 127.90 feet;
- EASTERLY on land of Elias Papageorge and Helen Tambakis, 60.77 feet;
- SOUTHERLY on land of Elias Papageorge and Helen Tambakis, 9.74 feet;
- EASTERLY again on land of Elias Papageorge and Helen Tambakis, 56.36 feet; and on land of Fairfield Hook & Ladder Co. No. 1, Inc., 43.35 feet;
- NORTHERLY again by land now or formerly of Carol Manasevit, 114.94 feet;
- EASTERLY again by Reef Road, 49.44 feet;
- SOUTHERLY again by land now or formerly of Louis A. Saracco, Jr., and Norman Moore, 125.85 feet;
- EASTERLY again on land now or formerly of Powell R. & Margaret K. Lincoln, 125 feet;
- SOUTHERLY again on Sherman Street, 125 feet;
- WESTERLY on land of Joseph & Anna Schneider, and Morris & Estate of Nathan Applebaum, 101.58 feet;
- SOUTHERLY again on land of Joseph and Anna Schneider, and Morris & Estate of Nathan Applebaum, 5.60 feet;
- WESTERLY again on land of Joseph & Anna Schneider, and Morris & Estate of Nathan Applebaum, 232.15 feet.

Said property is shown on map entitled "Map of Property for Sarah H. & Nettie Manasevit, dated March 26, 1965, prepared by Andrew S. Huntington," which map is recorded in the Fairfield Land Records.

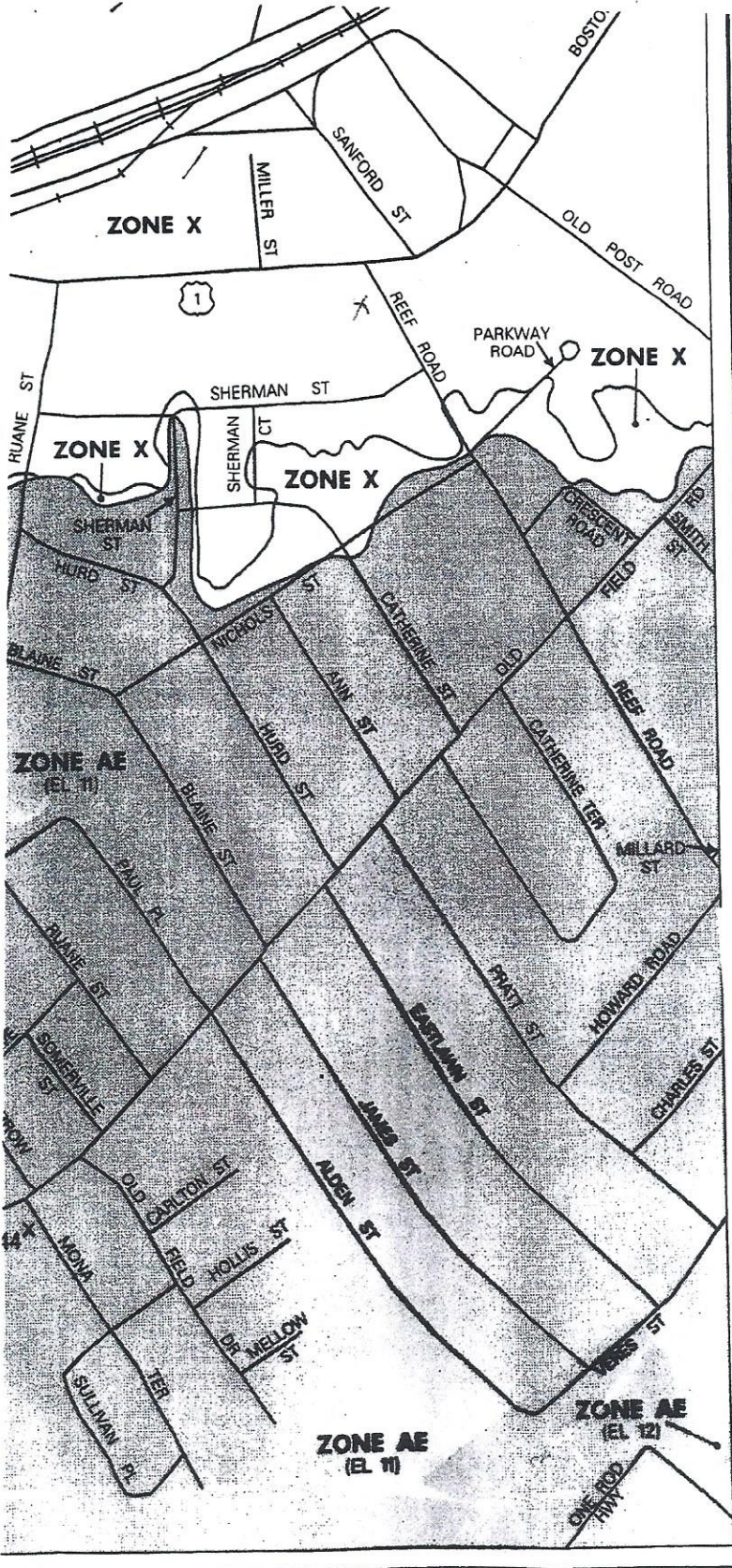
SCHEDULE B

1. Taxes to the Town of Fairfield on the List of October 1, 1998.
2. Sewer use charge to the Town of Fairfield hereinafter due and payable.
3. Building lines, zoning and wetlands regulations, and municipal ordinances, and all other laws and regulations affecting the premises.
4. Agreement dated June 4, 1965 and recorded in Volume 484, Pages 163-164 of the Fairfield Land Records.
5. Rights to use septic tanks, to lay sewer pipe and to have eaves overhang, all as set forth in those two certain deeds recorded in Volume 207, Page 315 and Volume 207, Page 317 of the Fairfield Land Records.
6. Rights as set forth in deed recorded in Vol. 230, Page 191-193 of the Fairfield Land Records.
7. Notice of Taking by Town of Fairfield, dated and recorded on January 25, 1968 in Vol. 523, Page 96 of the Fairfield Land Records.
8. Notice of filing re parking signs recorded on June 30, 1978 in Vol. 645, Page 916 of the Fairfield Land Records.
9. Notice of filing of wall sign recorded on September 24, 1979 in Vol. 663, Page 669 of the Fairfield Land Records.
10. Notice of filing of special permit recorded on August 3, 1998 in Vol. 1865, Page 259 of the Fairfield Land Records.

SCHEDULE C

Reserving in favor of Carol C. Manasevit, and her heirs, successors and assigns, easements for access and egress by motor vehicles to and from those certain premises owned by said Carol C. Manasevit more particularly described in deed from Stanley Manasevit to Carol C. Manasevit dated October 31, 1991 and recorded on December 12, 1991 in Vol. 1097, Page 92 of the Fairfield Land Records [the "Manasevit Premises"] over and across the parcels of land designated as "Access Easement A In Favor Of Carol Manasevit" and "Access Easement B" all as shown on that certain map entitled "Map Of Property For Fairfield Center Fairfield, Conn.", made by The Huntington Company, Engineers & Surveyors, Fairfield, Connecticut, dated August 12, 1999, and on file in the office of the Fairfield Town Clerk. The use of such easements shall be in common with the grantee, its successors and assigns.

The grantee shall have the right to relocate Access Easement B as may be necessary to accomodate changes in the location of the parking structure to be constructed at the premises provided that such relocated easement shall continue to provide access and egress by motor vehicle to and from the Manasevit Premises across the driveways and access ways in the parking area at the premises, including access and egress to and from Sherman Street. The grantee shall not have the right to relocate Access Easement A.



APPROXIMATE SCALE



NATIONAL FLOOD INSURANCE PROGRAM

**FIRM
FLOOD INSURANCE RATE MAP**

TOWN OF
FAIRFIELD,
CONNECTICUT
FAIRFIELD COUNTY

PANEL 8 OF 11

(SEE MAP INDEX FOR PANELS NOT PRINTED)

*Shows Dev
Buildings NOT
IN A FLOOD
ZONE.*

**NUMBER
0008 C**

**REVISED:
OCTOBER 6, 1998**



Federal Emergency Management Agency

COPY

LEASE

THIS LEASE IS MADE by and between:

SCHNEIDER PROPERTIES, LLC, a Connecticut limited liability company having a principal office and place of business at ~~355 Rowland Road, Fairfield, CT 06824~~, (hereinafter referred to as the "**Landlord**")

22 Watkins Dr
Sandy Hook CT
06482

and

SNAKE RIVER CORPORATION, a Connecticut corporation (hereinafter referred to as the "**Tenant**").

1. LETTING OF PREMISES: Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, upon the terms and conditions hereinafter set forth in this Lease, the premises described in this Lease, (the "**Leased Premises**" or "**Premises**" or "**Parcel**".)

2. LEASED PREMISES: The Leased Premises consist of all of the land and the building (the "Building") and other improvements located at and commonly known as 22 Reef Road, Fairfield, CT, the legal description of which is attached hereto as **Exhibit A**.

August 9
2005

3. TERM: The term of this Lease shall commence at 12:01 a.m. on the date hereof (the "Lease Commencement Date") and shall expire at 11:59 p.m. on the tenth (10th) anniversary of the Lease Commencement Date (the "Lease Expiration Date"). Tenant shall have the option to renew this Lease for two (2) consecutive terms of five (5) years each as outlined in paragraph 39 of this Lease.

4. BASE RENT: A. The Tenant shall pay annual base rent as follows:

The rent for the first three years of the lease shall be \$152,000.00 per year, payable in monthly payments of \$12,667.00 due on the first day of each month. Rent for any period of less than a full month shall be prorated and the first year of this lease shall include the period from Lease Commencement Date to the end of the month in which it occurs.

The rent for years four and five of this lease shall be \$132,000.00 per year, payable in monthly payments of \$11,000.00 due on the first day of each month.

The rent for years six, seven, eight, nine and ten of this Lease shall be \$153,000.00 per year, payable in monthly payments of \$12,750.00 due on the first day of each month.

In the event that Tenant exercises the first option to renew, the rent for years eleven, twelve, thirteen, fourteen and fifteen of this Lease shall be \$177,000.00 per year, payable in monthly payments of \$14,750.00 due on the first day of each month.

In the event that Tenant exercises the second option to renew, the rent for years sixteen, seventeen, eighteen, nineteen and twenty of this Lease shall be \$204,000.00 per year, payable in monthly payments of \$17,000.00 due on the first day of each month.

Triple Net

5. ADDITIONAL RENT: In addition to the Base Rent as set forth above, the Tenant shall pay to Landlord, as Additional Rent, the following:

A. Taxes and Impositions. Tenant shall pay any and all taxes and impositions levied or assessed upon or against the Premises by the Town of Fairfield or by any other governmental entity having jurisdiction over the Premises with respect to the term of this Lease. Such taxes and impositions shall be prorated between Landlord and Tenant (for Tenant's proportionate share) as of the Rent Commencement Date and as of the expiration date of this Lease. For purposes of such proration, it shall be assumed that taxes assessed by the Town of Fairfield on each October 1st are for the fiscal year commencing the following July 1st and are payable in advance in quarterly installments commencing July 1st. (For example, taxes on the List of October 1, 2003 are for the tax year commencing July 1, 2004 and are payable in July 2004, October 2004, January 2005 and April 2005.)

Landlord shall, upon request of Tenant, exhibit to Tenant bills showing the taxes assessed against or levied upon the Premises.

Tenant may contest and review by legal proceedings, instituted and conducted by Tenant, at Tenant's sole cost and expense, any taxes or impositions assessed against or levied upon the Premises. If Tenant exercises such right to contest taxes and impositions, Tenant shall continue to pay to Landlord Tenant's proportionate share of such protested taxes and impositions. In the event Tenant shall, through such contest, achieve a reduction in such taxes, Tenant shall be entitled to any rebate or refund of taxes paid with respect to the Premises.

Additional Rent on account of taxes shall be payable in monthly installments in an amount reasonably estimated by Landlord to equal one-twelfth of the annual taxes.

Landlord agrees to pay all real estate taxes in full to the governmental entities having jurisdiction over the Premises when said payments are due and prior to said taxes becoming delinquent.

B. Insurance. Tenant shall with respect to the term of this Lease pay all premiums paid by Landlord for insurance policies insuring the Premises against public liability and against loss or damage by fire or other casualty customarily insured against under so-called extended coverage policies. Landlord shall not have the right to increase the amount or types of coverage over that currently maintained by Landlord without Tenant's prior written consent. Landlord warrants and represents that the current aggregate annual premiums for such insurance is \$5122.00. Landlord shall, upon request of Tenant, (but not more than twice each year), exhibit to Tenant proof of the amount of insurance premiums paid by Landlord for such insurance, which proof shall be in the form of invoices or statements from Landlord's insurance agent. If Tenant shall identify comparable, less expensive coverage, then Landlord shall obtain same.

Additional Rent on account of insurance premiums shall be payable in monthly installments equal to one-twelfth of the annual premiums for such insurance.

In addition to the foregoing, Tenant shall pay to Landlord 100% of any increase in Landlord's insurance caused by Tenant's use of the Building.

6. PAYMENT OF RENT: Commencing on the Rent Commencement Date the Lease Commencement Date), Base Rent and Additional Rent shall be due and payable to Landlord, without deduction or setoff (except as otherwise provided herein), ~~at 355 Rowland Road, Fairfield, CT 06824,~~ or at such other place as Landlord shall designate in writing, on the first day of each month, in advance. Tenant shall pay Landlord a late charge of Two Hundred Fifty (\$250.00) Dollars for any payment of rent not made on or before the ~~seventh (7th)~~ day of any month.

Bank

7. USE OF THE PREMISES: The Leased Premises may be used by Tenant as a delicatessen and/or restaurant (including sale of wine and beer) and as business offices. The Leased Premises shall be used for no other purpose whatsoever without the prior written consent of the Landlord which consent shall not be unreasonably withheld or delayed. Any use made by Tenant of the Leased Premises shall be in strict conformance with the zoning regulations of the Town of Fairfield. Landlord warrants and represents that the use of the Premises as a delicatessen/restaurant and as business offices is permitted under applicable zoning and, to the best of Seller's knowledge and belief, there are no current violations of applicable zoning, building codes or other laws or regulations existing with respect to the manner of use or the improvements located on the Premises.

Does he let you know what's up to it?

Will we be able to get his tenants out?

8. UTILITIES: Tenant shall pay directly to the utility companies providing such services all charges for all utility services furnished to the Leased Premises, including, without limitation, electricity, gas, water, telephone, trash removal and sewer use charges. Landlord warrants and represents that the Premises are heat by oil and there are not now nor, to the best of Landlord's knowledge, have there ever been any underground storage tanks located on the Premises. Tenant shall also pay directly for fuel oil for the Premises. Meters and accounts for all utilities shall be maintained in the name of Tenant. Tenant shall pay all security deposits which may be required by the supplier of any such utility service. In the event any charge for any utility service for which Tenant is responsible hereunder shall be levied or assessed against Landlord, Tenant shall reimburse, indemnify and hold Landlord harmless for, from and against any payment of or liability for any such utility charges.

In the event sewer use charges or water charges shall be charged against the Parcel rather than the tenant of the Building, Tenant shall be responsible for such charges of water billed by Landlord.

Notwithstanding any other provision of this Lease, except as otherwise provided herein, Landlord shall have no liability to Tenant for the failure of any utility provider to furnish any services to the Leased Premises or for any interruption in such service except as may result from Landlord's negligent, wanton or willful act, or that of Landlord's agents, employees or contractors.

9. **INSURANCE:** Tenant shall, throughout the term of this Lease and any renewal thereof, maintain one or more policies of public liability insurance in a minimum amount of \$1,000,000/\$3,000,000, with carriers reasonably acceptable to Landlord. Landlord shall be named as an additional insured on all such policies. Tenant shall provide Landlord with a certificate of insurance for all such policies. All such policies shall be maintained at Tenant's sole cost and expense.

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10. **MAINTENANCE AND REPAIR OF LEASED PREMISES:**

A. Landlord shall, at Landlord's sole cost and expense, maintain, replace, and repair as needed all structural elements of the Building, other than repairs or damage caused by any act or omission on the part of Tenant, its employees, agents or contractors or sub-lessees. Without limiting the foregoing, Landlord shall be responsible for maintaining, at Landlord's cost, the roof of the Building and all other structural components of the Building in good condition and repair and in compliance with applicable laws and codes, including, without limitation, the foundation, exterior walls (including, without limitation, any required repainting), interior bearing walls, and concrete slabs. Landlord shall also be responsible for maintaining the parking and paved areas on the Premises, including, without limitation, paving and restriping. Landlord shall also be responsible for any damage caused by Landlord's failure to perform its obligations hereunder.

B. Tenant shall be responsible for landscaping and rubbish, snow and ice removal from the parking lot, driveway and sidewalks located upon the Premises.

C. Tenant shall, at Tenant's sole cost and expense, maintain the interior of the Premises, including the interior walls, ceiling, plate glass and entry doors, in good condition and repair and in a neat and sanitary condition, free from vermin or any accumulation of trash or rubbish. Without limiting the foregoing, Tenant shall (i) paint and redecorate the interior of the Leased Premises as needed; (ii) be responsible for any exterminating service; and (iii) be responsible for all cost and expense associated with any rubbish removal or carting service. In addition, Tenant shall, at Tenant's sole cost and expense, maintain the heating, ventilation and air conditioning system which serves the Leased Premises and all glass and windows within the Leased Premises. Notwithstanding the foregoing, Landlord warrants and represents that (i) the grease trap serving the Premises has been properly cleaned and maintained and is in working order and in compliance with applicable laws and codes, and (ii) the HVAC, electrical, plumbing and other systems and equipment serving the building shall be in working order on the Lease Commencement Date with the exception of the leaking A/C unit in the kitchen. Tenant shall also be responsible for any damage caused by Tenant's failure to perform its obligations hereunder.

Take Out
Window
?
New
FURNACE
Date?
ROOF
Date?

11. **ALTERATIONS, ADDITIONS, AND IMPROVEMENTS:** Tenant shall not make any alterations, installations, additions, or improvements ("Alterations") in or to the Leased Premises without Landlord's prior written consent, which consent Landlord agrees shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, neither Landlord's nor its mortgagee's consent shall be required for any decorations or other minor Alterations (i.e., for which no building permit is required). All Tenant's work shall be done at

Tenant's sole expense and, with respect to Alterations requiring Landlord's consent, shall be done only by contractors or mechanics and pursuant to plans and specifications approved by the Landlord, which approval shall not be unreasonably withheld, delayed or conditioned. Landlord shall not be liable for any failure of any building facilities or services installed by Landlord caused by any alterations, installations and/or additions by Tenant and Tenant shall promptly correct such failure. In the event Tenant does not promptly (i.e., within 15 days after written notice thereof from Landlord) commence to correct same, Landlord may correct the same and charge Tenant for the cost thereof. Such sum due Landlord shall be deemed additional rent and shall be paid by Tenant promptly upon being billed therefor.

All alterations, decorations, installations, additions or improvements upon the Leased Premises made by any party shall, at the expiration of the term of this Lease or any renewal thereof, become the property of the Landlord and shall be surrendered with the Leased Premises as part thereof at the end of the term. Tenant's business and trade fixtures, machinery and equipment, whether or not attached to the Leased Premises, which are installed by or for the account of Tenant and can be removed without permanent structural damage to the Leased Premises and all furniture, furnishings and other articles of movable personal property shall at all times be and shall remain Tenant's property and may be removed by Tenant at any time on or prior to the Lease Expiration Date; provided, however, that if any of Tenant's property is removed, Tenant shall repair or pay the cost of repairing any damage to the Leased Premises resulting from such removal, other than normal wear and tear.

Upon the Lease Expiration Date, or the date of any earlier termination of this Lease, Tenant, at Tenant's expense, shall remove from the Leased Premises all of Tenant's property except such items thereof as Tenant shall have expressly agreed in writing with Landlord were to remain and to become the property of the Landlord and shall repair any material damage to the Leased Premises, the Building, or the Parcel resulting from such removal. Any other items of Tenant's property (except money, securities and other like valuables) which shall remain on the Leased Premises after the termination of this Lease or after a period of fifteen days following an earlier termination date, may, at the option of Landlord, be deemed to have been abandoned and in such case may either be retained by Landlord as its property or may be disposed of, without accountability, in such manner as Landlord may see fit, at Tenant's expense.

Tenant's trade fixtures, as hereinafter defined, shall remain the property of Tenant and may be removed in whole or in part by Tenant, at its discretion, at any time and from time to time during the term of this Lease. Tenant, at its own expense, shall repair any material damage to the Premises caused by such removal. The words "Tenant's trade fixtures" shall mean all signs, furniture, furnishings, machinery, equipment, trade fixtures and other personal property of whatever kind or nature installed or placed in or on the Premises by or on behalf of Tenant, its subtenants or licensees, no matter how affixed to the Premises. Upon request of Tenant, Landlord shall execute and delivery any consent or waiver forms setting forth the fact that Landlord waives any lien, claim, interest or other right in or to Tenant's trade fixtures and acknowledging that the same are and shall at all times be personal property and are not to become a part of the realty no matter how affixed thereto

and that such property may be removed from the Premises at any time, free and clear of any claim or lien of Landlord.

12. DAMAGE OR DESTRUCTION:

A. In the event the Premises, the Building, or any improvements upon the Parcel shall be damaged by fire or other casualty, and such damage does not render the Leased Premises untenable either in whole or in part, Tenant's obligation to pay Base Rent and Additional Rent (collectively, "Rent") as set forth in this Lease shall remain in full force and effect and shall not abate by reason of such damage.

B. In the event the Leased Premises, the Building, or any improvements upon the Parcel shall be damaged by fire or other casualty, and in the further event such damage renders the Leased Premises partially untenable, Tenant's obligation to pay Rent shall abate in proportion to the area of the Leased Premises damaged or rendered untenable, until such time as the Leased Premises shall be restored, repaired or reconstructed.

C. In the event the Leased Premises are destroyed or rendered wholly untenable by fire or other casualty, , and in the further event the Leased Premises cannot be restored or rendered tenable within 120 days, then Tenant may, within 45 days after the occurrence of the fire or other casualty, terminate this Lease by giving written notice to the other party. In the event this Lease shall not be terminated, the Leased Premises shall be expeditiously repaired, reconstructed or restored to their condition at the outset of this Lease, and Rent shall be abated in full during the period that the Leased Premises remain untenable. Notwithstanding the foregoing, in the event restoration of the Leased Premises will require more than 180 days, Landlord may require Tenant to confirm that Tenant will not be terminating the Lease prior to the commencement of restoration.

13. EMINENT DOMAIN: In the event the Parcel, the Building or the Leased Premises shall be taken for public or quasi-public use or shall be condemned under eminent domain, or in the event a part of the Parcel, the Building or the Leased Premises shall be so taken or condemned and as a result thereof Tenant's ability to use the Leased Premises shall be materially and adversely affected, then this Lease shall terminate as of the date of such taking and Tenant shall thereafter have no right to make any claim against Landlord for any portion of the proceeds received as a result of said eminent domain proceeding. Tenant shall, however, be entitled to claim, prove and receive any award for the taking of Tenant's fixtures, equipment, and improvements, and any award for moving expenses of the Tenant, provided such award shall result in no diminution of the award to Landlord.

14. LANDLORD'S LIABILITY: Subject to Landlord's obligations under Paragraph 10 above, Landlord shall not be liable for any claims for injury, loss or damage to persons or property sustained by Tenant or Tenant's employees, agents, contractors, assignees, subleasees, invitees or customers, resulting from any accident or occurrence in or upon the Leased Premises other than loss or damage occasioned by the negligent, willful or wanton act of Landlord and/or Landlord's agents, contractors or employees. Tenant agrees to indemnify and save the Landlord harmless from all claims and liabilities for losses or damages to persons or property occurring in or upon the Leased Premises, other than

injury, loss or damage occasioned by the negligent, willful or wanton act of Landlord and/or Landlord's agents, contractors, or employees, other tenants or other third parties.

15. WAIVER OF SUBROGATION: Neither party shall be liable to the other party or to the insurer of the other party, by way of subrogation or otherwise, for any loss or damage to property occurring on the Parcel, in the Building, or within the Leased Premises or in any manner growing out of or connected with Tenant's use and occupation of the Leased Premises, the Building, and the Parcel, or the condition thereof, whether caused by the negligence or other fault of Landlord or Tenant, or their respective agents, employees, subtenants, licensees, or assignees. This release shall apply to the extent that such loss, or damage to property is covered by insurance, regardless of whether such insurance is payable to or protects Landlord or Tenant, or both. Nothing herein shall be construed to impose any other or greater liability upon either Landlord or Tenant than would have existed in the absence of this provision. This release shall be in effect only so long as the applicable insurance policies contain a clause to the effect that this release shall not affect the right of the insured to recover under such policies. Such clauses shall be obtained by the parties whenever possible without additional costs, provided in the event such a clause may only be obtained by Tenant in its insurance policies upon the payment of additional premium, Landlord shall have the right, at Landlord's sole option, to require Tenant to obtain such a clause by agreeing to reimburse Tenant for such additional premium. The release in favor of Landlord contained herein is in addition to, and not in substitution for, or in diminution of, the hold harmless and indemnification provisions hereof.

16. HOLDING OVER: If at the expiration of the term of this Lease, or any renewal of this Lease, Tenant continues to occupy the Leased Premises, with or without Landlord's consent, such holding over shall not constitute a renewal of this Lease, but Tenant shall be a Tenant from month-to-month, and such continued occupancy shall not defeat Landlord's right to possession of the Leased Premises. During any hold over occupancy which continues after receipt of written notice from Landlord requiring that Tenant vacate the Premises, Tenant shall pay each month for use and occupancy of the Leased Premises an amount equal to 150% of the monthly rent in effect immediately preceding the hold over period, unless the parties mutually agree in writing upon another sum.

17. QUIET ENJOYMENT: Landlord agrees that if Tenant shall pay the rents stated in this Lease and perform all other covenants and conditions contained in this Lease, Tenant shall throughout the term of this Lease have the peaceable and quiet enjoyment and possession of the Leased Premises. On the Lease Commencement Date, Landlord shall deliver exclusive possession of the Premises to Tenant, free of the adverse claims of anyone, other than as set forth in Paragraph 40 below.

18. OBSERVANCE OF LAWS: Tenant shall, at Tenant's sole cost and expense, comply in the manner of Tenant's use of the Premises with all present and future federal, state, city and other applicable governmental laws and regulations as well as all orders and rules of all insurance companies writing policies covering the Parcel, the Building or the Leased Premises, (collectively "Requirements"). Without limiting the generality of the foregoing, the Tenant shall, at Tenant's sole cost and expense, procure every permit, license, certificate or other authorization required in connection with Tenant's use of the Leased Premises.

Notwithstanding the foregoing, Landlord shall, at Landlord's sole cost and expense, make any structural alterations, changes, additions, improvements or repairs necessary in order to comply with any Requirements, except for such structural alterations, changes, additions, improvements or repairs as result directly from Tenant's specific use and occupancy of the Leased Premises.

19. ENVIRONMENTAL LAWS: Tenant shall, at Tenant's sole cost and expense, strictly comply with all environmental laws, rules and regulations, whether state, federal or local, respecting the Leased Premises and Tenant's use thereof. Tenant shall, at Tenant's sole cost and expense, comply with any and all orders issued with respect to the Leased Premises or Tenant's use thereof by the Environmental Protection Agency, the Department of Environmental Protection, or any similar agency having jurisdiction over the Leased Premises respecting Tenant's use of the Premises. Tenant shall not at any time store oil or petroleum or any hazardous material or hazardous substance upon the Leased Premises except in strict compliance with all federal, state and local rules and regulations governing such oil, petroleum or hazardous substances. In particular Tenant shall not, without Landlord's prior explicit consent, install any underground storage tank upon the Leased Premises for gasoline, heating oil or other similar substance. Tenant shall indemnify and hold Landlord harmless from and against any and all cost, expense, damage, liability or cause of action whatsoever, including clean up costs, arising out of the presence, use, spill or discharge of any oil, gas, hazardous substance or hazardous material in, upon or near the Leased Premises, which presence, use, spill or discharge is attributable to, caused by, performed by, or results from Tenant's use of the Leased Premises or any act by or on the part of Tenant, its employees, agents, or contractors. Tenant shall not be responsible for (and Landlord agrees to be solely responsible for and agrees to indemnify, defend and hold Tenant harmless from and against) any loss, damage, injury or expense which Tenant may suffer or incur relating to hazardous substances caused, disposed or introduced by Landlord, or Landlord's agents, employees, predecessors in title or third parties or otherwise existing on the Premises as of the Lease Commencement Date. This indemnification shall survive the termination of this Lease.

20. SIGNS: Tenant shall have the exclusive right to affix signs to the exterior of the Building. Tenant shall be solely responsible for the cost of obtaining all necessary zoning approvals for Tenant's sign. Any signs affixed by Tenant to the exterior of the Building shall be removed by Tenant, at Tenant's sole cost and expense, upon termination of this Lease, and Tenant shall repair any material damage to the Building or the Parcel, caused by the installation or removal of such sign. Tenant shall have the right to leave any existing signs on the Premises and/or to replace same at any time and from time to time.

21. NON-WAIVER: Failure on the part of the either party to insist upon strict compliance with any of the terms and conditions of this Lease shall not constitute a waiver by such party of any such term or condition.

22. ASSIGNMENT AND SUBLETTING: Tenant shall have the right to assign this Lease or to sublet all or any portion or portions of the Premises upon at least thirty (30) days' prior written notice to the Landlord, but without Landlord's consent, to any **Related Entity**. A "Related Entity" shall be any parent, holding company, affiliate, subsidiary, or divisional

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entity of Tenant, or any entity arising by merger or consolidation with the Tenant, or any purchaser of all or substantially all of Tenant's stock or assets. Any other assignment or subletting to third parties will require Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed, but in any event shall be provided (or declined, with reasons) within thirty (30) days of Tenant's written request therefor. Notwithstanding the foregoing, Landlord may, as a condition to consenting to an assignment or subletting of the non-office portion of the Premises to a party other than a Related Entity, require Tenant to pay to Landlord fifty percent (50%) of the excess of any rent received by Tenant over and above the Base Rent and Additional Rent Tenant is obligated to pay under the terms of this Lease. In addition, Tenant shall have the right, without Landlord's consent, to collaterally assign its interest in this Lease to its lender under terms and conditions reasonably satisfactory to said lender.

23. DEFAULT: The occurrence of any of the following shall constitute an "Event of Default":

- (a) The failure of Tenant to pay any installment of Base Rent or Additional Rent to Landlord when due, and shall not make such payment within ten (10) days after written notice of such failure is received by Tenant;
- (b) The failure of Tenant to perform, observe or comply with any of the other terms, covenants, and conditions of this Lease, and shall not cure such failure within thirty (30) days after written notice is sent to Tenant (unless such failure is such that it cannot be cured within such ten day period, in which case Tenant shall not be in default if Tenant commences to remedy such failure within said ten day period and diligently prosecutes such cure to completion within 120 days);
- (c) The assignment or conveyance by Tenant of this Lease or any interest under this Lease or the subletting of the whole or any portion of the Leased Premises without the Landlord's express prior written consent (where such consent is required), except as otherwise provided in Section 22 of this Lease;
- (d) The abandonment or vacating by Tenant of the Leased Premises;
- (e) The filing by Tenant of a voluntary application for an order of relief under the Bankruptcy Code;
- (f) The filing against Tenant of any application for an order of relief under the Bankruptcy Code which application shall not be dismissed within 90 days from the filing thereof; or
- (g) The making by Tenant of an assignment for the benefit of its creditors.

24. REMEDIES OF LANDLORD:

A. Upon the occurrence of an Event of Default and the passage of any applicable cure period, Landlord may, without further notice to Tenant or any other person or entity, do any one or more of the following:

i. Commence an action for damages, specific performance; injunctive relief, or any other remedy available at law or in equity;

ii. Terminate this Lease by written notice to Tenant, whereupon this Lease and the term thereof shall expire as fully as if the date of such termination were the Lease Expiration Date and Tenant shall quit and surrender the Leased Premises to Landlord, but Tenant shall remain liable for damages as hereinafter set forth;

iii. During the continuance of any Event of Default, whether or not the term of this Lease shall have been terminated, Landlord may re-enter and resume possession of the Leased Premises and remove all persons and properties from the Leased Premises by summary process proceedings, or by other suitable action in law or in equity, by force or otherwise, without being liable for any damages therefor.

B. TENANT AND LANDLORD HEREBY WAIVE JURY TRIAL.

C. Landlord may at any time and from time to time after re-entry and repossession of the Leased Premises, or any part thereof, re-let the whole or any part of the Leased Premises for a period equal to, greater, or less than the remainder of the then current term of this Lease, at such rental and upon such terms and conditions as Landlord shall deem reasonable, to any tenant Landlord may deem suitable. Landlord shall not be liable in any respect for failure to re-let the Leased Premises or any part thereof, or, in the event of such re-letting, for failure to collect the rent thereunder, and any sums received by Landlord on a re-letting in excess of the rent reserved in this Lease shall belong to Landlord.

25. DAMAGES: If Landlord shall terminate this Lease or re-enter and take possession of the Leased Premises as set forth in paragraph 26 of this Lease, Landlord shall be entitled to recover from Tenant as damages, in addition to arrears in Base Rent and Additional Rent: (i) expenses reasonably incurred by Landlord in recovering possession of the Leased Premises and in connection with the re-letting of the Leased Premises including, without limitation, legal fees, the costs of repairing or modifying the Leased Premises (as reasonably necessary to prepare for re-letting), or placing the Leased Premises in the same condition as that in which Tenant is required to surrender them to Landlord under this Lease; (ii) brokerage commissions reasonably incurred by Landlord in re-letting the Leased Premises; (iii) the reasonable costs of performing any work required to be done by Tenant under the terms of this Lease; and (iv) an amount equal to the deficiency between the Base Rent and Additional Rent which would have become due and payable had this Lease not terminated and the net incoming amount, if any, of rent collecting by Landlord upon re-letting of the Leased Premises. Landlord shall at all times act in a commercially reasonable manner and use commercially reasonable efforts to mitigate its damages.

The damages described in clauses (i), (ii), and (iii) above shall be due and payable immediately upon demand. The damages described in clause (iv) above shall be due and payable by Tenant on the days on which Base Rent and Additional Rent would have become due and payable had this Lease not terminated. Landlord shall be entitled to institute separate suits or actions or proceedings for the recovery of such amount or

amounts, and Tenant hereby waives the right to enforce or assert the rule against splitting a cause of action as a defense thereto.

26. COSTS AND ATTORNEY'S FEES: In the event of any litigation between the parties to enforce any of the terms and provisions of this Lease, the party prevailing in such litigation shall be reimbursed its reasonable costs and attorney's fees by the other party.

27. NOTICES: Any notice intended for Tenant may be sent by Fedex or other commercial overnight courier service or certified mail, return receipt requested, addressed to the Tenant at: _____ or to such other address as Tenant may provide in writing to Landlord. Any notice intended for Landlord may be hand delivered or sent by Fedex or other commercial overnight courier service or mailed by certified mail, return receipt requested, to Landlord at the following address: ~~355 Rowland Road, Fairfield, CT 06824~~ or to such other address as the Landlord may provide in writing to Tenant.

28. ORAL AMENDMENTS: This Lease may not be altered or amended except by a writing signed by both Landlord and Tenant or their respective agents.

29. SUBORDINATION OF LEASE: This Lease shall be subordinate and subject to all mortgages which may now or hereafter affect the Leased Premises and to all renewals, modifications, consolidations, replacements and extensions thereof. As a condition to such subordination, Landlord shall be required to obtain from all such mortgagees a non-disturbance agreement with Tenant which shall provide that so long as no Event of Default shall exist, its possession and rights hereunder shall not be disturbed (a "SNDA"). Tenant agrees that at the request of any mortgagee, it shall execute and deliver an attornment agreement under which Tenant shall agree to attorn to such mortgagee in the event such mortgagee becomes the assignee of this Lease or the owner of the Leased Premises. Prior to or simultaneously with the execution hereof, Landlord shall obtain a SNDA for Tenant from all existing mortgagees of the Premises.

30. REAL ESTATE BROKER: Each party represents and warrants to the other that it has dealt with no broker or agent in this transaction other than **Leo Redgate, Jr., of Redgate Real Estate**. Tenant makes this representation knowing that Landlord will be relying upon the accuracy of this representation in the payment of a commission to Redgate Real Estate. Each party agrees to indemnify and hold the other harmless from any and all liability for any fee or commission claimed to be payable in connection with this transaction, other than to Leo Redgate, Jr., of Redgate Real Estate which claim is proven in a court of competent jurisdiction and which claim results from the conduct of such party.

31. CONVEYANCE OF LANDLORD'S INTEREST: Tenant agrees that Landlord has the right to transfer its interest in the Leased Premises and in this Lease, and Tenant agrees that in the event of any such transfer, Landlord shall automatically be released from all liability under this Lease first arising after the date of such transfer, and Tenant agrees to look solely to Landlord's transferee for the performance of Landlord's obligations first arising under this Lease after the date of such transfer, provided such transferee shall have assumed in writing all of Landlord's obligations arising under this Lease, whether accruing or arising before or subsequent to the date of such assignment. As a condition to the

foregoing, Landlord shall deliver a copy of such assignment and assumption agreement to Tenant. Tenant further acknowledges that Landlord may assign its interest in this Lease to a mortgage lender as additional security, and agrees that such an assignment shall not release the Landlord from its obligations hereunder and that Tenant shall in such circumstances continue to look to Landlord for the performance of Landlord's obligations hereunder.

32. TENANT PURCHASE OF PREMISES: In the event the Landlord shall receive a bona fide offer to purchase the Premises, the Landlord shall give the Tenant written notice of said offer including the specific terms and conditions of such offer, including price. The Tenant shall have a period of ten (10) days within which it may agree, in writing, to purchase the premises upon the same terms and conditions as contained in the original offer. A formal contract of sale shall be proffered to the Tenant, and executed by Tenant and returned to Landlord within ten (10) days of receipt of Landlord and Tenant's agreement to purchase. The closing of the purchase of the premises by the Tenant shall take place on the same date as set forth in the original offer. NO
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The provisions of the Paragraph shall not apply to the transfer of title to the premises by gift, devise, inheritance or transfer to a related entity of the Landlord as defined above in Paragraph 22, but the transferees shall be bound by the provisions hereof.

The provisions of this Paragraph shall not apply to a transfer to or a purchase by a bank, a bona fide mortgage lender, life insurance company, mortgage company, or savings and loan association, which acquires its titles as a result of owning a mortgage upon the premises concerned, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. Nor shall such provision apply to a transfer, sale by a bank, life insurance company, mortgage company, or savings and loan association which so acquires its title. Neither shall such provision apply to a purchaser who acquires title to the premises in a duly authorized and advertised public sale with open bidding which is provided by law, such as, but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

Landlord and Tenant hereby stipulate that time is of the essence as to the requirements set forth in this Paragraph and that Tenant's failure to comply with the requirements set forth hereunder shall render any rights of Tenant set forth herein null and void.

33. LIMITATIONS ON LANDLORD'S LIABILITY: Tenant agrees that Landlord's liability for damages arising out of any alleged breach or non-performance by Landlord under the terms of this Lease shall be collectible only out of Landlord's interest in the Leased Premises (and the insurance, sale and other proceeds thereof) and no personal liability is assumed by nor at any time may be asserted against Landlord or Landlord's members, managers, officers, directors, successors or assigns. All such personal liability, if any, is expressly waived and released by Tenant.

34. ESTOPPEL CERTIFICATE: Tenant agrees that it shall, upon request of Landlord, or Landlord's lender, but not more often than once each year, execute and deliver an estoppel certificate respecting the terms of this Lease, and the status of rents paid by

Tenant under the terms of this Lease and whether Tenant has any claim against Landlord under this Lease. Such estoppel certificate shall be in such form as Landlord or Landlord's mortgagee may reasonably require. Landlord shall also provide Tenant with an estoppel certificate upon request of Tenant, but not more often than once each year, for the benefit of Tenant's lenders, assignees or subtenants.

35. LANDLORD'S RIGHT TO ENTER PREMISES: Landlord shall have the right to enter upon the Leased Premises at any reasonable time upon reasonable advance notice to Tenant for purposes of inspecting the Leased Premises, showing the Leased Premises to prospective purchasers or mortgagees, and, during the last six months of the final lease year, for purposes of showing the Leased Premises to prospective tenants. All of such rights shall be exercised by Landlord at such times and in such manner as not to materially interfere with the use of the Premises.

36. NOTICE OF LEASE: Upon the request of either party, Landlord and Tenant shall execute a notice of lease suitable for recording on the land records which shall conform with the requirements of Connecticut General Statutes §47-19.

37. LANDLORD'S RIGHT TO PERFORM TENANT'S OBLIGATIONS: Notwithstanding any other provision of this Lease, in the event Tenant shall fail to pay any insurance premiums, or shall fail to pay any amount due for sewer use charges or for utilities consumed upon the Leased Premises; or shall fail to maintain or repair the Leased Premises; or shall fail to comply with the orders of any environmental agency concerning the clean up of the Leased Premises; or shall permit or suffer a mechanic's lien to remain against the Leased Premises for more than sixty days; or shall otherwise fail to perform any of Tenant's obligations hereunder; Landlord may, at Landlord's option, after ten (10) days' notice to Tenant of Landlord's intention to do so, and the failure of Tenant to pay or do same during said ten day period, pay such sewer use charges, insurance premiums, utility charges, the cost of maintenance and repair, the cost of complying with such order, or the amount of such mechanic's lien, or may otherwise pay such amount as shall be necessary to remedy Tenant's default, and all amounts so reasonably expended by Landlord shall thereafter become due and payable to Landlord upon demand, together with interest at the rate set forth in the Connecticut General Statutes as damages for the retention of money.

38. MECHANIC'S LIENS: Tenant will not permit, during the term of this Lease or any renewal thereof, any mechanic's or materialmen's lien, or other lien or order for payment of work, labor, services, or materials furnished or to be furnished to Tenant to attach to or effect the Leased Premises, or any portion thereof and agreed that no such lien or order shall under any circumstances attach to or effect the fee, leasehold or other estate of Landlord in the Leased Premises. The Tenant's obligation to keep the Leased Premises in repair, and its right to make alterations therein, if any, shall not be construed as the consent of the Landlord to the furnishing of any such work, labor or materials within the meaning of any present or future mechanic's lien law. Notice is hereby given that the Tenant has no power, authority, or right to do any act or to make any contract which may create, or be the foundation for, any lien upon the fee of the Leased Premises, and if any such mechanic's or other lien or order shall be filed against the Leased Premises, the

Tenant shall, within thirty days thereafter, discharge said lien or order by payment, deposit, or by bond fixed in a proper proceeding according to law. If the Tenant shall fail to take such action, or shall not cause such lien or order to be discharged within thirty days after the filing thereof, Landlord may pay the amount of such lien or discharge the same by deposit or bond or in any other manner according to law, and pay any judgment recovered in any action to establish or foreclose such lien or order, and any amount so paid, together with the expense incurred by Landlord including all reasonable attorney's fees and disbursements incurred in any defense of such action, bonding, or other proceeding, shall be deemed additional rent.

39. OPTION TO RENEW:

A. Subject to the terms of this Paragraph, Tenant shall have the option (the "**Renewal Option**") to extend the term of this Lease for two further periods of five (5) years each (each a "**Renewal Term**".) Each Renewal Term shall commence on the day following the Lease Expiration Date (as defined in Paragraph 3 of this Lease) or then expiring Renewal Term, as the case may be, and shall end on the fifth (5th) anniversary of the Lease Expiration Date or then expiring Renewal Term, as the case may be. During each Renewal Term all of the terms and covenants of this Lease shall remain in full force and effect except that the annual base rent shall be as set forth in Section 4.A. above. Tenant may exercise this option to renew only by giving written notice to Landlord of Tenant's exercise of this option, which notice must be given no later than six months prior to the Lease Expiration Date or then expiring Renewal Term, as the case may be. This option may not be exercised if there shall then be an Event of Default.

6 MONTH
NOTICE

40. OCCUPANCY OF SECOND FLOOR: Tenant acknowledges and confirms that the second floor of the Premises are currently leased (on a month-to-month basis) to the following existing second floor tenants (the "Existing Tenants"): right front office – COPLEY ENTERTAINMENT - Paul R. Krumins /month-to-month tenancy at \$1,000.00/month; back two offices – DAVID BURKE & ASSOCIATES - David and Ellen Burke /month-to-month tenancy at \$850.00/month. Landlord hereby assigns all rights in and to said tenancies to Tenant and shall transfer the \$1,525,00 security deposit for Copley Entertainment to the Tenant. Landlord warrants and represents to Tenant that: the Existing Tenants are now verbal, month-to-month tenants, there are not now any written agreements of any kind with any of the Existing Tenants, Landlord has never been paid any security or other deposits in connection with the Existing Tenants (other than said security deposit), no rent or other sums have been paid to Landlord by the Existing Tenants respecting any period after the Lease Commencement Date and neither Landlord nor any of the Existing Tenants is in default. All rents in connection with the Existing Tenants respecting the period after the Lease Commencement Date shall belong to Tenant. Landlord agrees to be solely responsible for (and agrees to indemnify, defend and hold Tenant harmless from and against) any loss, damage, injury or expense which Tenant may suffer or incur in connection with the Existing Tenants with respect to matters occurring prior to the Lease Commencement Date.

41. FORCE MAJEURE: Landlord and Tenant, respectively, shall not be in default hereunder if Landlord, or, as the case may be, Tenant is prevented from fulfilling or is

delayed in fulfilling its obligations hereunder by reason of fire or other casualty, strikes or labor troubles, governmental preemption in connection with a national emergency, shortage of supplies or materials, or by reason of any rule, order, or regulation of any governmental authority, or by reason of the condition of supply and demand effected by war or other emergency, or any other cause beyond its control including, but not limited to, adverse weather conditions affecting or limiting performance by Landlord's contractors, agents or employees. Such inability or delay by Landlord or Tenant in fulfilling any of their respective obligations hereunder shall not affect, impair or excuse the other party hereto from the performance of any of the terms, conditions, covenants, limitations, provisions, or agreements hereunder, nor, except for paragraphs 14 and 15 hereof, result in any abatement of rents or additional rents payable hereunder which shall in any event be payable as and when provided for hereunder. Notwithstanding the foregoing, if, upon the occurrence of any of the force majeure events listed above, the Leased Premises shall be rendered untenable or unusable by Tenant, then the Rent shall abate for the duration of such event.

42. SURRENDER OF LEASED PREMISES: At the expiration of the term of this Lease and any renewal thereof the Tenant shall vacate the Leased Premises and surrender them to Landlord in as good condition and repair as they were in at the commencement of this Lease, fire or other insured casualty, items which are the responsibility of Landlord and reasonable wear and tear excepted.

43. SECURITY DEPOSIT: \$12,000.00, which will be returned to Tenant at the end of the second year of the term of this Lease so long as no Event of Default shall have occurred within the preceding twelve (12) months.

44. APPLICABLE LAW: This Lease shall be deemed to have been made in Connecticut and shall be construed and interpreted in accordance with Connecticut law.

45. BINDING EFFECT: This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

46. COMPLETE AGREEMENT: This Lease (together with the hereinafter defined "APA") represents the complete agreement of the parties with respect to the subject matter hereof. This Lease may only be amended or altered by an instrument in writing signed by the party against whom enforcement of the change or alteration is sought.

47. ASSET PURCHASE AGREEMENT. Landlord and Tenant, together with Hook and Ladder, LLC, are parties to an Asset Purchase and Sale Agreement dated August 1, 2005 (the "APA"), which is closing simultaneous with the execution of this Lease. Without limiting the rights of Tenant, Tenant shall have the right to off-set sums owing by Landlord to Tenant under the APA against sums owing by Tenant to Landlord hereunder, and any exercise of said right of off-set by Tenant shall not be a default hereunder. Said right of set-off shall expire one year from the execution of this Lease.

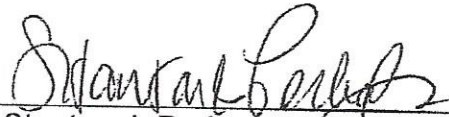
48. TITLE. Landlord represents and warrants to Tenant (a) that Landlord is the sole owner in fee simple of the Premises, and (b) that Landlord has the full right and authority to

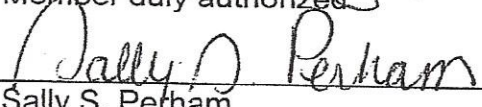
lease the Premises and to otherwise enter into this Lease on the terms and conditions set forth herein and (c) Landlord is not in default in any of its obligations to any existing mortgagee and Landlord is current in all its payments to said mortgagee(s), and (d) the easements, rights and privileges of Landlord under that Agreement between Starwood Ceruzzi Post Road, LLC and Landlord dated October __ 1999 and recorded in Volume 2049 at Page 328 shall inure to the benefit of and may be exercised by Tenant, its successors, assigns, subtenants and invitees.

49. SELF-HELP. If either party shall default in the observance or performance of any term or covenant of this Lease, the other party may, after ten (10) days' notice to the defaulting party to cure the default and failure of the defaulting party to cure or commence the curing of the same within such period (and thereafter diligently pursue such cure to completion), or at any time thereafter without notice in event of emergency, perform the same for the account of the defaulting party. If any party makes any expenditures or incurs any obligations in connection with a default by the other party, including, but not limited to, reasonable attorneys' fees in instituting, prosecuting or defending any action or proceeding against the defaulting party, such sums paid or obligations incurred, shall be deemed to be Additional Rent hereunder (in the case of sums owing by Tenant) and shall be paid by the defaulting party to the other party within ten (10) days of rendition of any bill or statement to the defaulting party hereunder. If any such amount is not paid by Landlord to Tenant within such time Tenant may withhold from the payments of Rent payable by Tenant hereunder next coming due until said amount is paid.

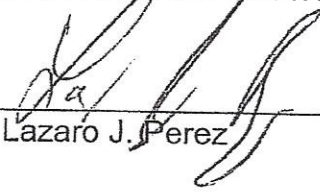
50. DATE: The date of this Lease is August 9, 2005.

SCHNEIDER PROPERTIES, LLC

By: 
Stanton J. Perham, Jr.
Member duly authorized

By: 
Sally S. Perham
Member duly authorized

SNAKE RIVER CORPORATION

By: 
Lazaro J. Perez

Copy

**EXERCISE OF OPTION TO RENEW
AND AMENDMENT TO LEASE**

Exercise of Option to Renew and Amendment to Lease effective ~~October~~ ^{NOVEMBER} ~~25th~~, 2019 by and between SCHNEIDER PROPERTIES, LLC, a Connecticut limited liability company (hereinafter referred to as the "Landlord"), and SNAKE RIVER CORPORATION, a Connecticut corporation (hereinafter referred to as "Tenant");

WITNESSETH

Whereas, Landlord and Tenant entered into a Lease dated August 9, 2005 for premises described in said Lease and known as 22 Reef Road, Fairfield, CT; and

WHEREAS, said Lease includes in Paragraph 4A the right of the Tenant to renew said lease, as set forth therein, for two respective option periods, the first option period being years eleven, twelve, thirteen, fourteen and fifteen, and the second option period being years sixteen, seventeen, eighteen, nineteen and twenty of said Lease; and

WHEREAS, the Tenant has exercised its first option to renew pursuant to an Exercise of Option to Renew and Amendment to Lease dated March 2015; and

WHEREAS, the Tenant wishes to exercise its second option to renew for years sixteen, seventeen, eighteen, nineteen and twenty of said Lease; and

WHEREAS, Landlord and Tenant have agreed to amend the rental terms for the second option renewal period; and

WHEREAS, both Landlord and Tenant are desirous of amending the Lease as set forth herein;

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

1. Tenant exercises its second option to renew for years sixteen, seventeen, eighteen, nineteen and twenty of the Lease and Landlord acknowledges and confirms said second option exercise.
2. The fifth full subparagraph of Paragraph 4A relating to the rental payment for the second option to renew shall be deleted and is substituted and replaced with the following:

The rent for years sixteen, seventeen, eighteen, nineteen and twenty of the Lease shall be \$177,000 per year, payable in monthly payments of \$14,750.00 due on the first day of each month.

3. Other than as modified hereby, the Lease and all of the parties' rights and obligations are hereby satisfied and affirmed.

IN WITNESS WHEREOF, this Exercise of Option to Renew and Amendment of Lease has been duly executed by the parties hereto as of the day and year first above written.

TENANT:
SNAKE RIVER CORPORATION

By: William Allen "For the Corp"
, Duly Authorized

LANDLORD:
SCHNEIDER PROPERTIES, LLC

By: Stanton J. Perham, Jr.
Stanton J. Perham, Jr.
Member, Duly Authorized

By: Sally S. Perham
Sally S. Perham
Member, Duly Authorized

COPY

SCHNEIDER PROPERTIES LLC
22 WATKINS DRIVE
SANDY HOOK, CT 06482

INVOICE

DATE: NOVEMBER 01, 2024

SNAKE RIVER CORPORATION
22 REEF ROAD
FAIRFIELD, CT 06824

| | |
|--|-----------------|
| RENT | 14,750.00 |
| PROPERTY TAX \$34,773.16 DIVIDED BY 12 MONTHS | 2,897.77 |
| SEWER USE \$1,231.20 DIVIDED BY 12 MONTHS | 102.60 |
| INSURANCE \$12,058.00 DIVIDED BY 12 MONTHS | <u>1,004.83</u> |
| TOTAL | \$18,755.20 |

****IMPORTANT****

WIRE TRANSFER MUST HAVE NEW BANK NAME AND NEW ROUTING NUMBER

BANKWELL
ONE SASCO HILL ROAD, FAIRFIELD, CT
ROUTING # 021113662
CHECKING # 3020003889

THANK YOU