
COMMERCIAL LEASE AGREEMENT

DEMISED PREMISES: 3394 WHITNEY AVENUE
 HAMDEN, CONNECTICUT

LANDLORD: CCO, LLC
 2138 SILAS DEANE HIGHWAY
 ROCKY HILL, CONNECTICUT 06067

TENANT:

[REDACTED]

[REDACTED]

This Commercial Lease Agreement (hereinafter the "Lease" or "Agreement" or "Lease Agreement") made as of this ____ day [REDACTED] by and between CCO, LLC, a Connecticut Limited Liability Company with an office located at 2138 Silas Deane Highway, in the Town of Rocky Hill, County of Hartford, and State of Connecticut (the "Landlord"), acting herein by [REDACTED] (hereinafter referred to as the "Tenant"), acting herein by [REDACTED] sets forth the agreement of the parties concerning rental of a portion of the building situated at 3394 Whitney Avenue, Hamden, Connecticut as more fully set forth below.

1. Premises

In consideration of the rents and covenants herein reserved and contained on the part of Tenant to be paid, performed and observed, Landlord does hereby demise and lease unto Tenant that certain premises situated at 3394 Whitney Avenue, Hamden, CT, consisting of a portion of the entire building containing approximately 2,430 square feet more or less, of the total area (hereinafter the "Leased Premises" or "Demised Premises" or "Premises"). The Premises is part of the entire building equaling 1,137 square feet, more or less, or (47%) percent, more or less, of the entire building (hereinafter Tenant's "Proportionate Share").

Tenant hereby leases from the Landlord, on the terms and conditions contained herein, the Demised Premises, including all improvements, fixtures and facilities affixed or installed on the Demised Premises, and the equipment, if any, (hereinafter referred to as the "Equipment" and attached hereto as Exhibit "A"), and together with the right of Tenant and Tenant's agents, employees, customers and invitees to use all driveways on the Demised Premises, of which the Demised Premises are a part, for purposes of ingress and egress to and from the Demised Premises, and to use parking areas on the Demised Premises while conducting business at the Demised Premises, which rights shall be in common with Landlord, and its agents, employees, and licensees to use said driveways and parking areas.

The Landlord reserves the absolute right unto itself the right to utilize and lease any remainder of the building and any basement and parking areas for any purpose whatsoever in Landlord's sole discretion. Upon providing of thirty (30) days' written notice, Landlord may increase, reduce or change the

[REDACTED]

number, dimensions, levels, or locations of the walks, and parking areas (in any manner whatsoever) as Landlord shall deem proper, and reserves the right to make alterations or additions to, and to build additional stores on, the building in which the Demised Premises are contained, but Landlord shall not unreasonably reduce or restrict the parking area adjacent to the Demised Premises.

Notwithstanding the above Landlord reservation to utilize and lease any remainder of the building, basement, and parking areas. Landlord agrees that Tenant will have exclusive right to use, throughout the Lease Term, two (2) parking spaces that are situated directly in front of, the Demised Premises.

2. Term

Term: To have and to hold together with all appurtenances in quiet and undisturbed possession unto Tenant commencing on the ___ day of [REDACTED] (the "Commencement Date"), and terminating on [REDACTED] (the "Termination Date"), (the Term of Tenant's occupancy shall be called the "Lease Term" or "Term"), to be used and occupied by Tenant for no other purpose than for a [REDACTED] (the "Business"). For the avoidance of doubt, a "Lease Year" shall be defined as each successive 12-month period. Provided however that Tenant, and any successor, may, after receipt of written approval from Landlord, such approval being in Landlord's sole and absolute discretion but shall not be unreasonably withheld or denied, conduct any such other legal use which does not interfere with, affect or alter any other use on said property except shall be prohibited from installing, or having installed, an automated teller machine at, in, or upon the Premises, selling lottery or other games of chance, and cigarettes and other tobacco related products, and items typically associated with a convenience store; to include groceries as the term is generally defined. Landlord may withhold approval of any use which Landlord deems to be of an unsuitable character, or which may interfere or alter any present or future use of the premises. In the event that Tenant: a) should vacate, abandon, or desert the Demised Premises, or (b) ceases operating its entire Business therein for a continuous consecutive period of Five (5) days without prior notice to Landlord; then in any such event Tenant shall be in default of this Lease Agreement and Landlord shall have all remedies herein provided.

3. Rent

Tenant agrees to pay the following monthly base rental payments, ("Monthly Base Rent"), during the Term of the Lease, commencing

[REDACTED]

on the ___ day [REDACTED] and if the Rent Commencement Date shall be on a day other than the first day of the month, the Monthly Base Rent for such month shall be prorated on the basis of a thirty (30) day month.

Commencing on the ___ day of [REDACTED] through and including [REDACTED] the Monthly Base Rent shall be [REDACTED].

[REDACTED]

For the remainder of the Term beginning on [REDACTED] the Monthly Base Rent payable to Landlord shall increase, and shall continue to increase [REDACTED].

[REDACTED]

[REDACTED]

The Monthly Base Rent, and all other payments due hereunder, shall be payable by the initiation of an automated clearing house (hereinafter referred to as "ACH") debit by Landlord from Tenant's designated bank account on the first of each and every month. If any day of remittance falls on a banking holiday, then the funds due on such day shall be remitted on the next following business day which is not a banking holiday. By signing this Lease Agreement Tenant hereby authorizes the bank or other financial institution to honor the ACH debits processed from his account by Landlord for Monthly Base Rent, Additional Rent to include Operating Expenses as defined herein, taxes, and any other debts which may become due from Tenant to Landlord. At the execution of this Lease Agreement Tenant must provide all necessary account information including but not limited to authorizations and account numbers

[REDACTED]

in order to enable Landlord to initiate such ACH debits. Tenant reserves the right to change the bank and/or bank account which shall be debited by Landlord but agrees to provide 30 days' advance written notice of said change and an authorization to take debit from the new bank account.

In the event that any remittance due hereunder by an ACH debit cannot be collected due to insufficient funds in Tenant's account on the date on which it is due, Tenant shall pay to the Landlord a late payment charge of Two Hundred and 00/100 (\$200.00) Dollars (the "Late Payment Charge"). Such Late Payment Charges are in consideration of Landlord's additional expenses incurred in handling such delinquent payment; provided that the foregoing shall not constitute Landlord's permission for any such late payment nor a waiver by Landlord of its remedies in the event of a violation of this Lease Agreement by virtue of Tenant's failure to comply with its obligation to make timely payments in accordance with the terms hereof. The Rent shall be made available for the Landlord, without notice or demand, and without set-offs or deductions of any kind. All taxes, charges, costs, expenses and other obligations which the Tenant is required to pay hereunder, together with any interest and /or penalties that may accrue thereon in the event of Tenant's failure to pay such amounts, and any damages, costs or expenses which the Landlord may incur by reason of any default by Tenant, or failure on Tenant's part to comply with the provisions of this Lease Agreement, shall be deemed Additional Rent and shall be immediately due and payable, and, in the event of non-payment by Tenant, the Landlord shall have all the rights and remedies with respect thereto as the Landlord has for the non-payment of the Monthly Base Rent including Late Payment Charges and termination of the Lease Agreement.

4. Additional Rent

It is the intention of the parties that the Rent payable hereunder shall be net-net-net to the Landlord, so that this Lease Agreement shall yield to Landlord on a net basis the Rent specified herein during the Term hereof, and that all costs, expenses, and obligations of every kind and nature whatsoever relating to the Demised Premises shall be paid by Tenant (whether or not identified in this Lease Agreement as the responsibility of Tenant) except as may be specifically stated otherwise in this Lease Agreement. The further paragraphs hereof are intended solely to specify further certain of Tenant's obligations hereunder, and shall not be construed as a limitation on Tenant's complete responsibilities as hereinabove set forth. Should Tenant carry an outstanding balance on any



amounts owed under this Lease Agreement, said balance will be subject to a one and one-half percent interest per month. The interest will be in addition to any late charges.

Beginning on the Commencement Date, Tenant shall be liable for and pay for as Additional Rent the Proportional Share, as set out above, of all **Operating Expenses** of the Leased Premises, which shall be computed on the accrual basis and shall consist of all costs and expenses incurred by Landlord to maintain all facilities in the operation of the Leased Premises and such additional facilities now and in subsequent years as may be determined by Landlord to be necessary to the Leased Premises, as the case may be. Tenant shall pay to Landlord monthly one-twelfth (1/12) of Tenant's Proportionate Share of the Operating Expenses beginning on the Commencement Date throughout the Term of this Agreement unless stated differently herein this Lease.

All Operating Expenses shall be determined in accordance with generally accepted accounting principles, which shall be consistently applied (with accruals appropriate to Landlord's business). The Term "**Operating Expenses**" shall include the amortized cost of capital items, provided, however, that the useful life of any item shall in no event exceeds fifteen (15) years. The Term "**Operating Expenses**" as used herein shall mean all expenses and costs of every kind and nature which Landlord shall pay or become obligated to pay because of or in connection with the ownership and operation of Leased Premises. Operating Expenses shall be limited so as not to include: specific costs which are otherwise allocated to Tenant areas under other provisions of this Lease Agreement, expenses and costs which are billed to and paid by specific Tenants.

Operating Expenses, include, but are not limited to, the following: (a) the cost of all supplies, materials and equipment used in the operation and maintenance of the Leased Premises; (b) the cost of common utilities, including water, sewer, power, and lighting; (c) management fees at rates in accordance with the prevailing rates charged for comparable properties in the area of the Leased Premises; (d) the cost of all maintenance, janitorial and service agreements for the Leased Premises and the equipment therein, including, without limitation, alarm service, window cleaning and elevator maintenance; (e) accounting costs, including the costs of audits by certified public accountants; (f) the cost of all insurance, including but not limited to fire, casualty, liability, rental abatement, workers compensation and any other type of insurance reasonably obtained, all as limited to those coverages applicable to the



Leased Premises and the employee's and Landlord's personal property used in connection therewith; (g) the cost of repairs, replacements and general maintenance (excluding repairs and general maintenance paid by proceeds of insurance or by Tenant or other third parties, and alterations attributable solely to tenants of the Leased Premises other than Tenant); (h) gardening, landscaping, planting, replanting and replacing of flowers and shrubbery; (i) any and all General Common Area Maintenance costs relating to public areas of the Leased Premises, including sidewalks (sidewalks reduced to 30% proportionate share), parking areas (parking areas reduced to 30% proportionate share), landscaping and service areas, including repaving (repaving reduced to 30% proportionate share), restriping, (restriping reduced to 30% proportionate share), plowing and sanding of the walks and parking areas, and including rubbish removal from the Leased Premises; (j) compensation to personnel to implement all of the services set forth in this paragraph, including wages, workers compensation insurance premiums and other items paid for the employment of said personnel; (k) all taxes, service payments in lieu of taxes, excises, assessments, levies, fees or charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind which are assessed, levied, charged, confirmed, or imposed by any public authority upon the Leased Premises, its operation or the rent provided for in this Lease Agreement. It is agreed that Tenant will be responsible for ad valorem taxes on Tenant's personal property, if any, and on the value of leasehold improvements, and any and all personal property taxes as the same become due and payable; and any and all other item reasonably expended for the maintenance, operation, repair and insurance of the Leased Premises.

The Additional Rent, as herein defined, and as more specifically set forth on Exhibit "B", (subject to change), shall be payable in equal monthly installments at the same time as the Monthly Base Rent without any offsets or deductions and without prior demand. Landlord shall have the right, at quarterly intervals, to review the amount of the monthly installments being charged, and to the extent that such amount or the aggregate of such amounts have been inadequate to cover Tenant's obligation hereunder incurred to the date of such review, to require the payment by Tenant to Landlord of such amount as is necessary to bring Tenant's account into balance, and to thereafter adjust the monthly amounts to reflect the expenses actually being incurred by Landlord.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Notwithstanding anything contained in this Lease to the contrary, Landlord and Tenant shall "walk the Premises" within Ten (10) days of Lease execution to identify and record issues and damages to the parking lot and curbing (the "Identification") that Tenant shall not be responsible for the repairs thereto and said Identification shall be incorporated into this Lease as Exhibit "D."

5. Option to Extend Lease [REDACTED]

6. Security Deposit

Upon the execution of this Lease Agreement, Tenant shall pay to Landlord the sum of [REDACTED] ("Security") for the performance of Tenant's obligations hereunder and said Security is acknowledged by Landlord as received. During the Term of the Lease the Security shall at all times remain at an amount as outlined above. If Landlord applies any part of the security deposit to cure any default of Tenant, Tenant shall, with or without demand, deposit with Landlord the amount so applied or increased so that landlord shall have the full Security deposit at all times. Said security deposit shall not bear interest, unless otherwise required by law, and shall be returned to Tenant upon the completion of the Lease Term, within thirty (30) days after the Termination Date, provided Tenant has complied with all terms of this Lease Agreement, including those provisions regarding surrender of the Leased Premises. Tenant covenants that it will not assign or encumber or attempt to assign or encumber the monies deposited herein as security, and that neither Landlord nor his heirs or assigns shall be bound by any such assignment, encumbrance, attempted assignment, or attempted encumbrances. [REDACTED]

[REDACTED]

[REDACTED]

7. Tenant's Operation of Business

Tenant shall use the Leased Premises solely as a [REDACTED] [REDACTED] (hereinafter the "Business") and for no other purpose, and shall apply for, secure and maintain all licenses and permits required for Tenant's use and occupancy of the Leased Premises. Tenant shall in no event sell or offer for sale Cigarettes, Cigars, Tobacco, Tobacco related products or Lotto during the Term of this Agreement or provide for an Automated Teller Machine at, on, or in the Premises during the Term of this Agreement or sell and items typically associated with a convenience store; to include groceries as the term is generally defined.

Tenant shall, at its own cost and expense, comply with all laws, orders and regulations of federal, state, county and municipal authorities, and with any direction of any public officer or officers which shall impose any violation, order or duty with respect to the Leased Premises or the use or occupation. In the event that any governmental agency shall require any alterations within or affecting the Leased Premises, Tenant shall, at its own cost and expense, comply with any order or requirement of a governmental agency and shall fully cooperate with such governmental agency in implementing the required alterations and/or the implementation of additional obligations as requirements with respect to the Leased Premises. Tenant agrees that there will be no reduction in Base Rent or Additional Rent by reason of such governmental requirements.

Tenant shall not use or knowingly permit any part of the Leased Premises to be used for any unlawful purpose; nor shall the Tenant use or occupy or permit the Leased Premises to be used or occupied, nor do or permit anything to be done in or on the Leased Premises, in a manner which will in any way violate any certificate of occupancy affecting the Leased Premises, or make void or voidable any insurance then in force with respect thereto, or which will make it impossible or uneconomical to obtain fire or other insurance required to be furnished by the Landlord or the Tenant, or which will cause or be likely to cause structural damage to the Building or any part thereof, or which will constitute a public or private nuisance, or which will violate any laws or regulation of any governmental authority. The Business of Tenant will be conducted at his own expense and in such a manner as not to create any nuisance, not to interfere with, annoy or disturb other Tenants, or Landlord in the management of the building.

[REDACTED]

Tenant agrees to keep the Business open for business to the general public (at a minimum) from [REDACTED] (the "Business Day") with adequate and sufficient levels of staff and supervision to properly operate the Business. [REDACTED]

8. Utility Charges

Tenant shall provide its own utilities and services furnished to the Premises to be utilized for Tenant's benefit including, but not limited to, interior cleaning, refuse removal, gas, electricity, heat and air conditioning. Tenant will be responsible for the cost of his own refuse removal, but Landlord reserves the right to determine the size of the dumpster used and where it may be placed on the grounds of the Leased Premises provided that the size and placement of the dumpster and dumpster placement shall not unreasonably interfere or become a detriment, financial or otherwise, to the Tenant. In the interest of maintaining order and neatness throughout the Leased Premises, Landlord reserves the right to prohibit Tenant from obtaining his own personal refuse removal service and to require Tenant to use a refuse removal service provided by the Landlord and to comply with all reasonable rules and regulations that may be established by the Landlord for the orderly use of this service. If established, the cost of the Landlord provided refuse removal service will be charged back to the Tenant as part of Additional Rent based on the Tenant's particular dumpster size and pick-up requirements. In the event Landlord prohibits Tenant from obtaining his own refuse removal service, Landlord shall use best efforts to ensure the rate of said refuse removal service selected by Landlord is reasonable compared to other similar business in the area and that pick up days/times are conducive with Tenant's business.

Notwithstanding anything contained in this Section, Tenant shall be responsible for, and shall pay as Additional Rent to Landlord, all water and sewer use charges of every kind and nature whatsoever [REDACTED] per billing cycle for the Demised Premises and the adjacent commercial unit (one water meter for both commercial units) as determined by the Regional Water Authority and said payment shall be due to Landlord by Tenant within fifteen (15) days of Landlord providing Tenant with an invoice for said water [REDACTED]

usage.

9. Taxes and Impositions

Landlord shall in all instances pay or cause to be paid all real estate taxes which may be levied or assessed by the lawful taxing authorities against the land, buildings and all other improvements of the property. "Real estate taxes" shall be deemed to mean all City, Count, Town and village taxes, and any and all other real estate taxes, assessments and other governmental levies and charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind and nature whatsoever, all of which taxes, assessments and other governmental levies and charges are deemed an "Imposition" or "Impositions" which are assessed, levied, confirmed, imposed or become due and payable out of or for or become a lien upon the Building of which the Demised Premises form a part, or any part thereof during the Term of this lease, and all costs (including attorneys' fees) incurred by Landlord in contesting tax assessments and/or negotiating with the public authorities as to the same. If at any time during the Term of this lease, under the laws of the State or any political subdivision thereof in which the Demised Premises are situated, a tax or excise on, or measured in whole or in part by, rents or gross receipts or any other tax, however characterized, is levied or assessed by said State or political subdivision against the landlord or the basic rent expressly reserved hereunder in addition to or as a substitute in whole or in part for taxes assessed or imposed by said State or political subdivision on land and/or buildings the same shall be included within the Term "Impositions", and Tenant covenants to pay such tax or excise on, or measured by, rents or gross receipts or other tax, but only to the extent of the amount thereof which is lawfully assessed or imposed upon the Landlord and which was so assessed or imposed as a direct result of the Landlord's ownership of the Building, or of this Lease or of the rentals accruing under this Lease, it being the intention of the parties hereto that the Base Rent to be paid hereunder shall be paid to the Landlord absolutely net without deduction of any nature whatsoever. Tenant further agrees to pay any tax which may be levied or otherwise imposed on or against the Demised Premises or the use and occupancy thereof in addition to or in substitution for any of the "Impositions" described above. Tenant shall pay to the Landlord as Additional Rent that portion of such taxes and/or Impositions attributable to the Building computed as follows:

[REDACTED]

[REDACTED]

[REDACTED]

Tenant shall pay to Landlord monthly one-twelfth (1/12) of one hundred (100%) percent of Tenant's proportionate share of the Real Estate Taxes as Additional Rent. The aggregate increase in taxes and/or Impositions attributable to the Building and/or property shall be multiplied by Tenant's share of premises, to yield the proportionate share of such taxes and/or impositions payable by Tenant to Landlord hereunder. A tax bill submitted by Landlord to Tenant shall be conclusive evidence of the amount of taxes or Impositions assessed or levied as well as the items taxes. Tenant, at all times, shall be One hundred Percent (100%) responsible for, and shall pay as Additional Rent to Landlord monthly, one-twelfth (1/12), before delinquency, any municipal, county, state or federal taxes assessed against any leasehold interest or any personal property owned, installed or used by Tenant [REDACTED]

[REDACTED], subject to increases, as the case may be. Tenant shall also pay before delinquency, any tax which may be levied or otherwise imposed on or against the Demised Premises of the use and occupancy thereof in addition to or in substitution of any "Impositions" described above. Landlord shall have the right, if permitted by law, to make installment payments of any taxes and/or Impositions attributable to the Building, and in such event Tenant's pro-rata share shall be based upon the installment paid by Landlord in each Lease Year. Landlord shall have the sole, absolute and unrestricted right to settle any contest, proceeding or action upon whatever terms Landlord may, in its sole discretion, determine. Tenant shall not be required to make any penalty or interest payments hereunder if Landlord shall be delinquent in the payment of said taxes or impositions.

10. Repairs and Maintenance


Tenant and Landlord agree that Tenant is taking the Premises on a strict "AS-IS" and "Where-IS" basis. Any improvements in connection with this Lease, in any regard whatsoever, shall remain upon and be surrendered with the Demised Premises as a part thereof at the termination of this Lease without compensation to the Tenant. Tenant shall make no alterations, decorations, installations, additions or improvements in or to

[REDACTED]

the Demised Premises without Landlord's prior written consent, which consent may not be unreasonably withheld or denied. All work, alterations, decorations, installations, additions or improvements shall be done at Tenant's sole expense and in full compliance with all governmental bodies having jurisdiction thereover.

Any improvements, additions, alterations, installations and decorations of a cosmetic nature, attached to the Demised Premises by Tenant at his expense, shall become the sole property of Landlord. If requested any improvements, additions, alterations, installations and decorations of a cosmetic nature shall either remain and be surrendered with the Demised Premises at the end of the Term of this Lease, or be removed, all at the sole discretion of Landlord. All business fixtures and articles of personal property belonging to Tenant, if not attached to the subject premises, shall remain the sole and exclusive property of Tenant, and, at the termination of the Term of this lease, may be removed by Tenant. In the event that Landlord shall so elect, any alterations, decorations, installations, additions or improvements upon the demised premises, shall be removed by Tenant at his sole expense at or before the expiration of the Term of this Lease, which election shall be made by Landlord by giving written notice to Tenant not less than ten (10) days prior to the expiration or other termination of this lease or any renewal or extension thereof.

Tenant shall be responsible for all repairs, replacements and alterations in and to the Demised Premises, the need for which arises out of: (i) Tenant's use or occupancy of the Leased Premises; (ii) the installation or use of Tenant's property in the Leased Premises; (iii) the moving of Tenant's property into or out of the Building; or (iv) any other negligent or improper act or omission of Tenant or Tenant's agents, employees, licensees or contractors; provided, however, that such repairs, replacements or alterations (other than inside the Demised Premises) that affect building systems, structural components of the Building, the exterior of the Building, the exterior appearance of the Building or the common areas of the Leased Premises shall be made by Landlord. Tenant shall obtain and maintain a reasonable service contract (hereinafter "Service Contract") on a yearly basis for the HVAC systems. This Service Contract shall cover the entire HVAC unit in a commercially reasonable manner. The company which Tenant contracts with for the Service Contract must be approved by Landlord in advance of the Service Contract and any such repairs, replacements or alterations made by Tenant (except repairs to Tenant's property;



painting and decorating of the Leased Premises; or repairs to the interior of the Leased Premises not affecting building systems or structural components of the Building) shall be subject to Landlord's prior approval in each instance, such approval not to be unreasonably withheld or delayed.

If Tenant is required to do any act under this Clause, Tenant shall promptly comply and, if Tenant shall neglect to act within five (5) business days after such demand by Landlord, Landlord may so act on Tenant's behalf and Tenant agrees that it will, within five (5) business days, pay to Landlord any costs incurred as a result of such acts as Additional Rent. Nothing in this Section shall be construed to impose upon Landlord, in the event of damage to or destruction of the Leased Premises, any obligations.

Throughout the Term of this Lease, Tenant, at its sole cost and expense, shall take good care of the Equipment and the interior and exterior of the Demised Premises, and will maintain and keep the same in good order and condition, and make all necessary repairs and replacements up and to, including the inside of, the Demised Premises and the Equipment of every kind whatsoever, including, without limitation, maintenance, of all heating, cooling ventilating, plumbing, to include lines, discharge lines, and pipes, and electrical and all other such systems. It is the intention of the parties that the Landlord shall not be required to furnish any services or facilities, or perform any maintenance or make any repairs or replacements up and to, including the inside of the Demised Premises, or the Equipment whatsoever.

[REDACTED]

Tenant shall be responsible for making any and all capital improvements in connection with the continued normal course of operation of the Business conducted at the Demised Premises, including those required pursuant to applicable laws and federal, state or local rules, regulations and ordinances and changes or modifications thereof relating to the operation of the Business. All such alterations, replacements, additions and improvements

[REDACTED]

shall be the property of the Landlord and shall remain upon and be surrendered with the Demised Premises as a part thereof at the termination of this Lease without compensation to the Tenant.

As to any improvements to which Landlord so consents, which such consent shall not be unreasonably withheld or denied, the following provisions shall nonetheless apply (unless Landlord agrees to the contrary in writing):

Tenant shall not knowingly make any change in or alteration to the Demised Premises which would violate the terms of any policy of insurance required hereunder or any of the terms of any underlying mortgage or mortgages with respect to the Demised Premises, or which would violate any laws, public or private, or any municipal building or zoning or other governmental regulations.

No change or alteration shall be undertaken until Tenant shall have procured and paid for all required municipal and other governmental permits and authorizations of the various municipal departments and governmental subdivisions having jurisdiction. Landlord shall, in its sole discretion but such discretion may not be unreasonably withheld or denied, join in and cooperate with Tenant in obtaining such permits and authorizations providing, however, that all costs and fees involved hereunder shall be the sole responsibility of Tenant.

All work done in connection with any change or alterations shall be done in a good and workmanlike manner and in compliance with the building and zoning laws, and with all the other laws, ordinances, orders, rules, regulations, and requirements of the appropriate federal, state and municipal governments and the appropriate departments, commissions, board, and officers thereof, and Tenant shall procure certificates of occupancy and other certificates if required by law.

All work done in connection with any change or alteration shall be completed in a timely fashion so as to minimize the effect that the performance of such change or alteration may have on the Business (as hereinafter defined).

At all times when any change or alteration is in progress, there shall be maintained or be in effect, at Tenant's or Tenant's contractor's expense, workmen's compensation insurance, in accordance with the law, covering all persons employed in connection with the change or alteration, and general liability

[REDACTED]

insurance for the mutual benefit of Tenant and Landlord, expressly covering the additional hazards due to the change or alteration.

Before the commencement of any such work, Tenant shall pay the amount of any increase in premiums on insurance policies required hereunder and which may become necessary hereunder, including endorsements to be made thereon covering the risk during the course of any such work. In addition, if the estimated cost of such work exceeds \$5,000.00, Tenant, if so requested by the Landlord, shall give to the Landlord or to Landlord's designee, a payment and performance bond with a surety company acceptable to the Landlord, which acceptance shall not be unreasonably withheld by the Landlord, in an amount equal to the estimated cost of such work, thereby guaranteeing the completion of such work free and clear of all liens, encumbrances, security agreements, chattel mortgages, and conditional bill of sale, according to the plans and specifications therefore.

11. Indemnification

Tenant shall indemnify Landlord and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon, at or about the Leased Premises, from or out of the occupancy or use by Tenant of the Leased Premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, Tenants, invitees or concessionaires. In case Landlord shall, without fault on its part, be made a party to any litigation commenced by or against Tenant, then Tenant agrees to protect and hold Landlord harmless. Tenant agrees also to pay all costs, expenses and attorneys' fees that may be incurred or paid by Landlord in enforcing the covenants and agreements in this Lease Agreement.

Tenant shall store its property in and shall occupy and operate in the Leased Premises at its own risk, and hereby releases Landlord, its agents, employees, successors and assigns from any claims for damages or injury to the fullest extent permitted by law, provided, however, that nothing in this Clause shall be deemed to release Landlord, its employees or agents from their negligent or willful acts or omissions.

12. Insurance

Tenant shall at all times during the Lease Term, obtain and maintain at Tenant's sole cost and expense for the mutual benefit of Landlord and Tenant comprehensive general liability insurance against claims for personal injury, death or property



damages occurring in, upon or about the Leased Premises. The minimum limits of liability of such insurance shall be ONE MILLION (\$1,000,000.00) DOLLARS for injury or death of any one person and TWO MILLION (\$2,000,000.00) DOLLARS for injury or death to more than one person, and ONE MILLION (\$1,000,000.00) DOLLARS with respect to damage to property. Such insurance shall be written with an insurance company licensed to do business by the State of Connecticut and Landlord and property owner shall be included as an additional insured on the Certificate of Insurance. Upon the execution of this Lease Agreement, Tenant shall furnish to Landlord a Certificate of Insurance issued by such insurer setting forth the existence of said insurance and coverage with an obligation by the insurer that no termination shall occur unless Landlord has been given by the insurer thirty (30) days prior written notice. Tenant also shall at all times during the Lease Term maintain all worker's compensation and disability benefits insurance required by law and provide Landlord with satisfactory evidence of the existence of such coverage. In the event of Tenant's failure to provide such insurance, Landlord may obtain such insurance and collect its cost as an item of Additional Rent.

In addition to the above, Tenant shall obtain and maintain throughout the Term hereof and any renewal Term, at its sole expense as follows:

[REDACTED]

Business Interruption Coverage on an actual loss sustained basis for 6 months but not less than \$100,000;

Any insurance required by a local, state or federal statutes and regulations or requirements of Landlords lending institutions.

It is the intention of the parties hereto that the foregoing insurance coverage shall permit a full and complete repair and/or replacement of the Demised Premises and to otherwise provide adequate liability and business interruption insurance. Accordingly, all liability coverages shall be increased for Lease Year Six (6) by the rate of increase in the Consumer Price Index for all Urban Consumers Northeast Region for all items published by the U.S. Department of Labor Bureau of Labor Statistics 1982-1984 = 100 for the preceding five-year period and all other coverages indicated herein shall be

[REDACTED]

adjusted annually but solely to reflect the then replacement value of the Demised Premises. All such insurance policies shall carry a contractual liability endorsement with respect to Tenant's obligations under this Lease, and shall be in such form and be issued by such company or companies reasonably satisfactory to Landlord and shall name K Brothers, LLC and Aaliyah, LLC and CCO, LLC as loss payee and/or additional insured and shall contain an endorsement in favor of Landlord providing, inter alia, that the interests of Landlord therein shall not be invalidated by any act or neglect of the Tenant nor by the filing of a petition by or against the Tenant in bankruptcy, insolvency, receivership or any other proceedings for the relief of a debtor. Tenant agrees to add any third-party mortgagor as additional insured if request to by the lender or the Landlord. The Tenant shall provide Landlord with certificates evidencing such policies of insurance together with evidence of Tenant's payments of the premiums therefor, upon the commencement of the Term hereof and periodically thereafter not less than thirty (30) days prior to the expiration of such policies. Said policies shall provide for thirty (30) days' notice to the Landlord prior to cancellation, modification or non-renewal. Tenant shall provide Landlord with copies of all such policies upon the request of Landlord. In the event that Tenant fails to obtain proper insurance as required by this section, Tenant agrees to indemnify landlord for all losses that Landlord incurs by Tenant's failure to obtain such insurance in addition to other remedies available to Landlord.

Landlord shall carry insurance that Landlord deems commercially reasonably necessary with limits selected by Landlord as set forth on Exhibit "C" at the time of Lease execution (subject to changes). Tenant shall pay to Landlord, monthly, one-twelfth (1/12) of Tenant's proportionate share of such insurance premium carried by Landlord, which proportionate share shall be determined in the same manner as Tenant's proportionate share of Operating Expenses as determined hereunder and shall be paid as Additional Rent. [REDACTED]

13. Damage or Destruction of Premises

The parties agree that if the Leased Premises are partially or totally destroyed or damaged by fire or other hazard, Landlord shall repair and restore the Leased Premises as soon as it is reasonably practicable to substantially the same condition in which the Leased Premises were before such damage, any leasehold improvements, Tenant's Property and Alterations excepted;

[REDACTED]

provided, however, that Landlord shall not be obligated to repair or restore the Leased Premises or any other part of the Leased Premises and, at its option, may terminate this Lease Agreement by giving written notice to that effect to Tenant within thirty (30) days after such damage or destruction, if (i) the insurance proceeds collected and available to Landlord to pay the cost of all repairs and restorations of the Leased Premises as a consequence of such destruction or damage are less than the eighty (80%) percent of estimated costs of such repairs and restorations, as reasonably determined by Landlord's architect, and Tenant is unwilling to pay the deficiency if such exists; (ii) if in any event, the estimated cost of said repairs and restorations is in excess of \$100,000.00; or (iii) the casualty causing damage or destruction to the Leased Premises occurs within the 12 month period prior to expiration of the Lease Term. All Tenant's insurance proceeds available as a result of damage or destruction as aforesaid shall inure to the benefit of the Landlord.

The Monthly Base Rent shall be abated proportionately based upon the ratio of rentable square feet damaged to the entire Leased Premises during any period in which by reason of any such damage or destruction (according to the extent which Tenant is required to discontinue its business), there is substantial interference with the operation of the business of Tenant in the Leased Premises, and such abatement shall continue for the period commencing with such destruction or damage and ending with the substantial completion by Landlord of such work of repair as Landlord undertakes to do.

If repairs of the destruction or damage of the Leased Premises by fire or other hazard cannot be substantially completed by Landlord within ninety (90) days from the date of said damage or destruction, this Lease Agreement may be terminated by Landlord or Tenant so long as the party exercising its right to terminate gives the other party not less than thirty (30) days prior written notice. Tenant shall not be entitled to any portion of the proceeds of insurance received by Landlord, all of which shall become the property of the Landlord.

Tenant will promptly notify Landlord of any accident or damage or to any defect in or malfunctioning of the plumbing, heating, or electrical systems or any other damage to the area leased by Tenant.

14. Eminent Domain

[REDACTED]

If any part of the Leased Premises be taken by any public authority under the power of eminent domain so as to render the remainder of the Leased Premises unusable, Landlord or Tenant may at its option, terminate this Lease Agreement on thirty (30) days' written notice to the other party. All damages awarded for such taking shall belong to and be the property of the Landlord, whether such damages shall be awarded as compensation for diminution in the value of the leasehold or to the fee, except that Tenant shall be entitled to receive and retain the amount specifically and separately awarded to it for the taking of its fixtures and its leasehold improvements which have not become a part of the realty, and its moving expenses. Tenant shall have no claim against the Landlord for the value of any unexpired Term of this Lease Agreement and no right or claim to any part of the award on account thereof and Tenant hereby waives each such claim or right.

15. Default by Tenant

This Lease Agreement is subject to the limitation that if, at any time, any one or more of the following events (herein called an "Event of Default") shall occur and such failure shall continue for Seven (7) business days, after written notice thereof from Landlord to Tenant, then Landlord, in addition to the other rights and remedies it may have, shall have the right immediately to declare this Lease Agreement terminated and all of the right, title and interest of the Tenant hereunder shall wholly cease and expire upon receipt by Tenant of a Notice of Termination from Landlord. Tenant shall then quit and surrender the Leased Premises to Landlord but shall remain subject to all the rights and remedies of Landlord as provided herein. The Events of Default include, but are not limited to:

If Tenant shall make an assignment for the benefit of its creditors; or

If the leasehold estate hereby created in Tenant shall be taken by attachment, execution or by other process of law; or

If any petition shall be filed against Tenant in any court, whether or not pursuant to any statute of the United States or of any State, in any bankruptcy, reorganization, composition, extension, arrangement or insolvency proceedings, and Tenant shall thereafter be adjudicated bankrupt, or such petition shall be approved by the Court, or the Court shall assume jurisdiction of the subject matter and if such proceedings shall not be dismissed within ninety (90) days after the institution of the same, or if any such petition shall be so filed by Tenant; or

[REDACTED]

If, in any proceedings, a receiver or trustee be appointed for Tenant's property and such receivership or trusteeship shall not be vacated or set aside within ninety (90) days after the appointment of such receiver or trustee; or

If Tenant shall fail to pay any installment of the Monthly Base Rent or Additional Rent or any part thereof when the same shall become due and payable, and such failure shall continue for ten (10) business days after dispatch of written notice thereof from Landlord to Tenant, or if Tenant shall fail to pay any late fee within ten (10) business days from the date assessed by written notice from Landlord to Tenant; or

If Tenant shall fail to pay any other charge required to be paid by Tenant hereunder, and such failure shall continue for ten (10) business days after written notice thereof from Landlord to Tenant; or

If Tenant shall fail to perform or observe any other requirement, condition, covenant or agreement of this Lease Agreement on the part of Tenant to be performed or observed and such failure shall continue for thirty (30) days, after written notice thereof from Landlord to Tenant. Provided, however, if the Term, condition, covenant or obligation to be performed by Tenant is of such nature that the same cannot reasonably be performed within such thirty-day period, such default shall be deemed to have been cured if Tenant commences such performance within said thirty (30) day period and thereafter diligently undertakes to complete the same; or


If Tenant fails to pay any rental or other payment due hereunder or upon its failure to perform any other of the material terms of this lease to be observed or performed by Tenant, or if Tenant shall become bankrupt or insolvent, or file any debtor proceedings or take or have taken against Tenant in any court pursuant to any statute either of the United States or of any state a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's property, or if Tenant makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement, or suffers this lease to be taken under any writ of execution or attachment or if this lease shall pass to or devolve upon, by law or otherwise, one other than Tenant except as herein provided, then, in any one or more of such events, upon Landlord serving a written thirty (30) day

[REDACTED]

notice of default upon Tenant specifying the nature of said default and if, at the expiration of said thirty (30) day period, Tenant shall have failed to comply with or remedy such default then, Landlord may give Tenant a five (5) day notice of cancellation of this lease and at the expiration of such five (5) day period, this Lease and the Term hereunder shall terminate and come to an end, and Tenant shall quit and surrender the Demised Premises to Landlord as if the Term hereunder ended by the expiration of the time fixed herein, but Tenant shall remain liable as hereinafter provided.

If the notices provided shall have been given and the Term shall expire as aforesaid, Landlord shall have the immediate right of re-entry and may pursuant to lawful process, remove all persons and property from the Demised Premises. Tenant's property may be removed and stored in a public warehouse or elsewhere, at the cost of and for the account of Tenant, all in accordance with applicable law. Landlord shall have a lien upon all Tenant's property for the payment of all sums agreed to be paid by Tenant herein, which lien is to be in addition to any Landlord's lien now or hereafter provided by law.

Should Landlord elect to re-enter or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may make such alterations and repairs as may be necessary in order to relet the premises and may rent said premises or any part thereof for such Term or terms (which may be for a Term extending beyond the Term of this Lease) and at such rentals and upon such other terms and conditions as Landlord in its reasonable discretion may deem advisable. Upon each such reletting, all rentals received by Landlord from such reletting shall be applied, first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of any cost and expenses of such reletting, including brokerage fees and attorneys' fees and costs of such alterations and repairs; third, to the payment of rent due and unpaid hereunder, and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. If such rentals received from such reletting during any month be less than that which was to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. In lieu of collecting further deficiency, Landlord may recover from Tenant all damages it may incur by reason of Tenant's default, including the excess, if any, of the amount of rent and charges equivalent to rent reserved in this lease for



the remainder of the stated Term over the then reasonable rental value of the Demised Premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Tenant to Landlord. Notwithstanding anything to the contrary in this Lease, Landlord shall use its best efforts to re-let the Demised Premises and otherwise mitigate damages.

If Tenant shall fail to perform or observe any of the terms, obligations, or conditions contained herein on its part to be performed or observed, Landlord may, at its option, but without any obligation to do so, perform or observe the same and all costs and expenses incurred by Landlord in such performance or observance shall, upon demand by Landlord, be immediately repaid to Landlord by Tenant, together with interest thereon at the per annum rate equal to the prime rate charged by Citibank, N.A. (or if such rate be illegal, at the maximum rate then permitted by law) to the date of repayment.

Tenant hereby expressly waives any and all rights to redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of the Demised Premises, by reason of the violation by Tenant of any of the material provisions of this lease, or otherwise.

In any litigation arising out of this Lease involving Landlord and Tenant, the prevailing party shall be entitled to recover all costs, expenses, and reasonable attorney's fees that have been incurred in connection therewith.

In the event of a breach or threatened breach by Tenant of any provision of this Lease, Landlord shall have the right of injunction as if other remedies were not provided for herein. The rights and remedies given to Landlord and Tenant in this Lease are distinct, separate, and cumulative remedies, and the exercise of any of them shall not be deemed to exclude Landlord's or Tenant's right to exercise any or all of the others. Mention in this lease of any particular remedy shall not preclude Landlord and Tenant from any other remedy, at law or in equity. Tenant expressly waives any right of defense which it may have to claim a merger, and neither the commencement of any action or proceeding nor the settlement thereof nor the entering of judgment therein shall bar Landlord from bringing subsequent actions or proceedings from time to time. This paragraph shall apply to any renewal or extension of this lease, and if Tenant shall materially default hereunder prior to the date fixed as the commencement of any such renewal or extension to which the

[REDACTED]

parties may hereafter agree, Landlord may cancel such renewal or extension agreement by ten (10) days' written notice to Tenant.

16. Landlord's Remedies

If this Lease Agreement shall be terminated, Landlord or Landlord's agents or employees may immediately, either by summary dispossession proceedings or by any suitable action or proceeding at law, repossess and enjoy the Leased Premises, together with all alterations, additions and improvements thereto, without being liable for indictment or prosecution for damages therefor, and repossess and enjoy the Leased Premises. In the event of such re-entry and repossession, Landlord may store Tenant's property in a public warehouse or elsewhere at the cost and for the account of Tenant.

In case of any action taken by the Landlord including, but not limited to termination, re-entry or dispossession by summary proceedings or otherwise, all rents and other charges required to be paid up to the time of such termination, re-entry or dispossession, shall be paid by Tenant and Tenant shall also pay to Landlord all expenses which Landlord may then or thereafter incur for legal fees and expenses, management fees and brokerage commissions and all other costs paid or incurred by Landlord in repossessing the Leased Premises, restoring or improving the Leased Premises to the order and condition necessary to relet same, for reletting thereof, and for any other item or cost which Landlord incurs as a result of Tenant's Event of Default (collectively, "Landlord's Expenses").

No failure by Landlord or Tenant to insist upon the strict performance of any covenant, agreement, Term or condition of this Lease Agreement or to exercise any right or remedy consequent upon breach thereof, and no acceptance or payment, as the case may be, of full or partial rent during the continuance of any such breach, shall constitute a waiver of any such breach or of such covenant, agreement, Term or condition. No waiver of any breach shall affect or alter this Lease Agreement, but each and every covenant, agreement, Term and condition of this Lease Agreement shall continue in full force and effect with respect to any other existing or subsequent breach thereof. Nothing in this Paragraph shall be deemed to require Landlord to attempt to relet the Leased Premises (or any portion thereof), or to take any other action in regard to the Leased Premises and the Landlord shall not be liable for any failure to relet, collect rent or take any other action concerning the Leased Premises.

Each right and remedy of Landlord or Tenant provided for in

[REDACTED]

this Lease Agreement shall be cumulative and shall be in addition to every other right and remedy provided for in this Lease Agreement now or hereafter existing at law or in equity, by statute or otherwise. Landlord has the right to exercise any other legal or equitable right or remedy which Landlord may have.

17. Mechanic's Liens

Tenant agrees to pay when due all sums of money that may become due for any labor, services, materials, supplies or equipment alleged to have been furnished to or for Tenant in, upon or about the Leased Premises or any other part of the Leased Premises. If any mechanic's lien is filed against the Leased Premises, or the Leased Premises for work claimed to have been done for, or materials furnished to, Tenant, the same shall be discharged or bonded by Tenant within fifteen (15) business days thereafter.

18. Assignments and Sublease

Tenant shall not assign this Lease Agreement or sublease the Leased Premises, or any part thereof, or mortgage, pledge or hypothecate its leasehold interest or any part thereof, whether by operation or law or otherwise, without the prior written consent of the Landlord, which will not be unreasonably withheld or denied. Tenant shall, at the time of any assignment or subletting, be in full compliance with all terms, covenants, and conditions of this Lease Agreement and no Event of Default shall have occurred and remain uncured after the expiration of any applicable grace period.

In the event of either an assignment or subletting, Landlord shall have the opportunity to approve any transfer by Tenant. Transfer of the responsibility for the day-to-day operation of the Business shall be deemed to constitute an assignment of this Lease requiring the consent of the Landlord. Any such attempted disposition without the prior written consent of the Landlord shall be void. In the event of any permitted assignment, subletting, or other disposition, Tenant shall remain primarily liable on this Lease and shall not be released from performing any of the terms, covenants and conditions hereof, but thereafter Tenant and such assignee or Subtenant shall be jointly and severally liable for the full and faithful performance of Tenant's obligations hereunder. Notwithstanding the foregoing, Landlord may at his sole discretion release Tenant upon an assignment, sublet, or other disposition.

Tenant shall not grant a security interest, including but

[REDACTED]

not limited to a Leasehold mortgage, in this Lease, to any person, corporation or any third party whatsoever without the prior written consent of Landlord, which consent Landlord may withhold in its sole discretion and which consent shall be evidenced by an amendment to this Lease executed by both parties.

In the event of any assignment or transfer of Tenant's rights or obligations hereunder to which Landlord consents, the Tenant shall pay to the Landlord on the effective date of such assignment or transfer a fee (hereinafter referred to as the "Assignment Fee") [REDACTED] to compensate the Landlord for its costs, expenses, in investigating and determining the credit worthiness, competency and background of proposed assignees and legal expenses in connection with any such assignment or transfer. Furthermore, in the event of any assignment or transfer of Tenant's rights or obligations hereunder to which Landlord consents, Tenant shall immediately pay in full that certain Promissory Note by and between the parties of even date herewith.

If Tenant(s) requests the Landlord to modify and/or amend the Lease in the following ways; (including but not limited to) adding additional Tenants, changing the primary Tenant, or to change the name of any Tenant, then the Tenant shall pay to Landlord on the effective date of such modification an administration fee of [REDACTED] to compensate Landlord for its costs, expenses, in investigating and determining the credit worthiness, competency and background of proposed Tenant and legal expenses in connection with any such modification and/or amendment. Any such modification will not take effect until said administration fee is paid.

Any approval is within the sole discretion of the Landlord, which approval shall not be unreasonably withheld or denied. Notwithstanding any paragraphs of this Lease to this contrary, any assignment or sublet shall be limited to Landlord's determination of comparability with existing tenants; said determination is within the sole discretion of Landlord, which approval shall not be unreasonably withheld or denied.

Landlord shall not be bound by any agreement, term, covenant, or condition contained in any sublease, irrespective of whether Landlord has notice thereof unless Landlord, in its sole discretion, has agreed thereto, in writing.

[REDACTED]

19. Suspension of Service During Repairs

In the event Landlord shall deem it necessary or proper at any time, because of any accident or damage to or for the improvement or renovation of the condition or operation of the heating, plumbing, or electrical systems or other parts of the building or anything appertaining thereto, temporarily to suspend all or any portions of the service supplied by any such system or systems while repairs, improvements or renovations thereto are being made. Landlord shall give Tenant forty eight (48) hours prior notice, if reasonably possible, of any suspension of the services supplied by any such system or systems. In no event, shall any such suspension of the service supplied by any such system or systems extend beyond twenty four (24) hours without first securing the written consent of Tenant to said suspension, which written consent may not be unreasonably withheld or denied.

20. Attornment

Tenant shall attorn to and recognize as Landlord, Landlord's mortgagee, the grantee or purchaser of Landlord's interest in the Leased Premises, (whether title is obtained by foreclosure, deed in lieu of foreclosure or otherwise) or any other assignee or successor of Landlord's interest in the Leased Premises, for the balance then remaining of the Lease Term or any extension thereof. The Tenant agrees to execute and deliver such instruments confirming such attornment as may be required by Landlord or any current or future mortgage lenders of Landlord or such other parties as described in the preceding sentence.

21. Subordination

The rights of Tenant under this Lease Agreement shall be subject and subordinate to any mortgage now or hereafter placed upon the Leased Premises including any extensions, modifications, renewals or replacements thereof. Although no instrument or act on the part of Tenant shall be necessary to effectuate such subordination, and such subordination shall be automatically effective at such time or times as any future mortgage shall come into existence, Tenant will, nevertheless, execute and deliver such further instruments confirming such subordination of this Lease Agreement as may be desired by the holders of said mortgages.

If any prospective mortgagee of the Leased Premises requires, as a condition precedent to issuing its loan, the modification of this Lease Agreement in such manner as does not materially lessen Tenant's rights or materially increase its obligations hereunder, Tenant shall not delay or withhold its

[REDACTED]

consent to such modification and shall execute and deliver such confirming documents therefor as such mortgagee requires.

If Landlord's mortgagee shall succeed to the interest of Landlord under this Lease Agreement, Landlord's mortgagee shall assume and perform Landlord's obligations under this Lease Agreement only while it is the fee owner of the Leased Premises and shall not be (i) liable for any breach, act or omission of any prior Landlord, including Landlord; (ii) subject to offsets, claims or defenses which Tenant might have against prior Landlord; (iii) bound by the payment of any Annual Rent or Additional Rent, or other payment in lieu of rent which Tenant may have paid to any prior Landlord for more than twenty-one (21) business days in advance of its due date; (iv) bound by assignment, surrender, termination, waiver, lease amendment or modification of or affecting this Lease Agreement made without its consent; or (v) liable for or required to incur any obligation with respect to any breach of warranties or indemnities under the Lease Agreement (excluding the covenant of quiet enjoyment). If Tenant is notified of the identity and address of Landlord's mortgagee ("Mortgagee"), then Tenant shall give Mortgagee written notice of any default by Landlord under the terms of this Lease Agreement by registered or certified mail, and Mortgagee shall be given the opportunity to cure Landlord's default within the twenty-one (21) business days following such written notice; provided, however, that said twenty-one (21) day period shall be extended so long as within said twenty-one (21) day period such party has commenced to cure the default and such party is proceeding with due diligence (including the exercise of its remedies against Landlord if necessary to obtain possession of the Leased Premises) to effect such cure.

22. Holdover

Should Tenant continue to occupy the Leased Premises or any portion thereof after the expiration or termination of this Lease Agreement, such tenancy shall be a tenancy at will which may be canceled by Landlord at any time and with five (5) business days' notice and Tenant's holdover shall not entitle it to any lease rights. During any period of Tenant's holdover, for each day Tenant holds over, Tenant agrees to pay Landlord, on demand, a per diem rent based on 200% of the Annual Rent for the immediately preceding Lease Year, together with any Additional Rent as provided hereunder.

23. Certificates

Within ten (10) business days after request by Landlord, Tenant

from time to time and without charge shall deliver to Landlord a certificate as follows: that this Lease Agreement is unmodified and in full force and effect, or if there has been any modification, that the same is in full force and effect, as modified, and identifying the date and nature of any such modification; and whether Tenant knows or does not know, as the case may be, of any default by Landlord in the performance by Landlord of the terms, covenants and conditions of this Lease Agreement, and specifying the nature of such defaults, if any; and whether or not there are any than existing set-offs or defenses by Tenant to the enforcement thereof, and if so, specifying; and the dates to which the Annual Rent and Additional Rent or Further Additional Rent have been paid and any factual matters concerning the Lease Agreement reasonably requested by Landlord.

24. Right of Entry

The Landlord shall have the right to enter the Leased Premises at any time during business hours after reasonable notice to Tenant for any purpose whatsoever, including but not limited to, displaying the Leased Premises to prospective investors, mortgagees, Tenants (but not during the first 9 years of Lease Term, unless agreed to by the Tenant), buyers, and lenders. The Landlord shall have the right, but not the obligation, to enter the Leased Premises at any time, in the event of a bona fide emergency.

25. Notices

Any notice, demand or request required or agreed to be given under the Lease Agreement by either party shall be sufficiently given when mailed by certified mail, return receipt requested addressed to the party to be notified as follows:

To Landlord:

CCO, LLC
Attn: Legal Department
2138 SILAS DEAN HIGHWAY
ROCKY HILL, CT 06067

To Tenant:

at the Premises, or such other address as Landlord or Tenant may from time to time designate in writing

with a copy to:

[REDACTED]

[REDACTED]

████████████████████

26. Quiet Enjoyment

Landlord covenants that upon Tenant's performing and observing all of Tenant's obligations under the Lease Agreement, Tenant may quietly enjoy the Leased Premises for the Lease Term.

27. Waiver of Liability

Anything in this Lease Agreement to the contrary notwithstanding, Tenant agrees that it shall look solely to the estate and property of Landlord in the Leased Premises (subject to prior rights of any mortgagee's of the premises), and the rents and profits therefrom, for the collection of any judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms, covenants and conditions of this Lease Agreement to be performed by Landlord, and no other assets of Landlord or any partner, principal or investor shall be subject to levy, execution, attachment or other procedure for the satisfaction of the Tenant's remedies.

28. No Representations

Neither Landlord nor Landlord's agents have made any representation, warranty or promise with respect to the Building or the Leased Premises except as herein expressly set forth.

29. Brokerage

Tenant represents that it has not dealt with any real estate agent or broker or the like in connection with this Lease Agreement. Tenant shall indemnify Landlord against any liability and expense (including reasonable attorney's fees) for any other brokerage commission or finder's fee based on alleged actions of Tenant or its agents or representatives. Tenant's liability hereunder shall survive any expiration or termination of this Lease Agreement. Landlord has not dealt with any real estate agent or broker or the like but for the Brokerage firm ██████████ (the "Brokerage Firm") and Landlord shall compensate the Brokerage Firm according to the terms and conditions as set forth in a separate agreement by and between CCO, LLC and the Brokerage Firm ██████████ and Landlord shall hold Tenant harmless for the same.

30. Occupancy

Landlord reserves the right to establish reasonable rules and regulations with regard to the occupancy and usage of the Leased Premises, however such rules and regulations shall not limit Tenant's rights under this Lease in a way where Tenant would

████████████████████

suffer a loss, financial or otherwise. Tenant agrees to abide by all such rules and regulations (and such amendments and supplements as Landlord may make thereto from time to time), which shall be non-discriminating and reasonable with respect to Tenant.

31. Successors and Assigns

This Lease Agreement and the covenants and conditions herein contained shall be binding upon and shall inure to the benefit of the parties, their heirs, successors and assigns, except as otherwise provided herein. Upon any sale or other transfer (whether voluntary or by operation of law) by Landlord of its interests in the Leased Premises, Landlord shall be relieved of any obligations under this Lease Agreement occurring thereafter.

32. Lien for Rent

All property of Tenant in or upon the Demised Premises is hereby subject to a lien in favor of Landlord and shall be and remain subject to such lien of Landlord for the payment of all rents and other sums agreed to by paid by Tenant herein.

33. Environmental Representations

As used in this Clause, "Environmental Law" means federal laws, the laws of the State of Connecticut, and the laws, ordinances and regulations of the town/city in which the Leased Premises is located that relate to health, safety or environmental protection, and "Hazardous Substances" shall mean those substances defined as toxic or hazardous substances or hazardous wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde and radioactive materials. Tenant shall not cause or permit the presence, use, disposal, storage or release of any Hazardous Substances on or in the Leased Premises, except as permitted by any license(s) issued for its business and only to the extent so permitted, and Tenant expressly agrees to observe and comply with the Environmental Law.

Tenant shall not do, nor allow anyone else to do, anything affecting the Leased Premises, the Building or the real property on which the Building is situated that is in violation of any Environmental Law. The preceding sentences shall not apply to the presence, use or storage on the Leased Premises of small quantities of Hazardous Substances that are generally recognized to be appropriate to maintenance of the Leased Premises nor to those Hazardous Substances licensed for use in Tenant's

[REDACTED]

business, provided that any such activities are conducted in compliance with all applicable laws and regulations. Tenant shall promptly give Landlord written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Leased Premises and any Hazardous Substance or Environmental Law of which Tenant has knowledge. Tenant shall promptly remedy any hazardous condition or contamination arising at the Leased Premises the Building or the real property on which the Building is situated from the action, failure to act when action was required, negligence or misconduct of Tenant, its officers, principals, employees, contractors, agents and invitees.

Landlord and Tenant hereby agree to indemnify and hold each other harmless with respect to any damage or liability arising from either party's failure to observe and comply with the Environmental Law as agreed, and/or either party's failure to correct any hazardous condition or contamination arising at the Leased Premises as a result of the action, failure to act when action was required, negligence or misconduct of either party, its officers, principals, employees, contractors, agents or invitees. Tenant represents and agrees that it has obtained such environmental information and completed such investigations of the environmental condition of the Leased Premises, as it deems appropriate, and that it is fully satisfied with said condition.

34. Force Majeure

The time for the performance of any act required to be done by either party shall be extended by a period equal to any delay, (but in no event to exceed four (4) months from the commencement of the act suspending performance), caused by or resulting from acts of God, war, civil commotion, casualty, labor difficulties, shortages of labor or materials or equipment, governmental regulation, act or default of the other party, or other causes beyond such party's reasonable control (which shall not, however, include the unavailability of funds), whether such time be designated by a fixed date, a fixed time or otherwise.

35. Accord and Satisfaction

No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, or shall any endorsement or statement of any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's

[REDACTED]

right to recover the balance of such rent or pursue any other remedy in this lease provided.

36. Waiver

Neither the failure of a party to complain of any act or omission on the part of the other party (however long the same may continue), nor the payment or acceptance of rent, nor the performance of any obligation, shall be deemed to be a waiver of any rights hereunder or of the right to recover the amount of any payment or the cost of any performance made or done under protest, whether or not such protest was made in writing. No waiver by either party shall be effective unless in writing and signed by the party asserted to have made such waiver. No waiver of any breach of any provision of this Lease Agreement shall be deemed a waiver of a subsequent breach of any provision of this Lease Agreement or consent to any subsequent breach of the same or any other provision. If any action by either party shall require the consent or approval of the other party, the grant of such consent or approval on any one occasion shall not constitute the consent or approval of (i) any other action on the same occasion, or (ii) the same action on a subsequent occasion. Each right and remedy which either party may have under this Lease Agreement or by operation of law shall be distinct and separate from every other such right and remedy; all such rights and remedies shall be cumulative, and none of them shall be deemed inconsistent with or exclusive of any other, whether or not exercised, and any two or more or all of such rights and remedies may be exercised at the same time or successively.

37. Partial Invalidity

If a court of competent jurisdiction shall to any extent, adjudge any provision of this Lease Agreement or the application thereof to any person or circumstance invalid, the remainder of this Lease Agreement (and the application of such provision to other persons or circumstances) shall not be affected thereby.

38. Applicable Law

This Lease Agreement shall be construed and enforced in accordance with the laws of the State of Connecticut.

39. Certain Rights Reserved to Landlord

Without limiting Landlord's other rights hereunder, Landlord exclusively reserves the following rights, exercisable without liability to Tenant for damage or injury to property, person or business and without effecting an eviction, constructive or actual, or disturbance of Tenant's use or possession or giving

[REDACTED]

rise to any claim:

During the last ninety (90) days of the Lease Term, if Tenant has vacated the Leased Premises, to decorate, remodel, repair, alter or otherwise prepare the Leased Premises for re-occupancy, without affecting Tenant's obligation to pay rent for the Leased Premises;

To have pass keys or other access to the Leased Premises and all doors therein;

To take any and all measures, including entering the Leased Premises (upon reasonable prior notice whenever practicable) for the purpose of making inspections, repairs, alterations, additions and improvements to the Leased Premises or to the Building (including for the purpose of checking, calibrating, adjusting and balancing controls or other parts of the building systems), as may be necessary or desirable for the operation, improvement, safety, protection or preservation of the Leased Premises or the Building, or in order to comply with all laws, orders and requirements of governmental or other authority, or as may otherwise be permitted or required by this Lease Agreement; provided, however, that Landlord shall use reasonable efforts (except in an emergency) to minimize interference with Tenant's business in the Leased Premises. During the last ninety (90) days of the Lease Term, to show or permit to be shown the Leased premises for the purpose of re-renting the property at the end of the Tenant's Lease Term, without affecting Tenant's obligation to pay rent for the Leased Premises.

40. Estoppel Certificates

Each party shall, without charge, at any time and from time to time within (10) days after the request by the other party, deliver a written instrument to such party or to any other person, firm or corporation specified by such party duly executed and acknowledged, certifying that this Lease is unmodified and in full force and effect or, if there has been any modification, that the said Lease is in full force and effect as modified, and stating any and all such modifications, specifying the dates to which the rental and other charges provided for herein have been paid, and specifying such other matters as the person or entity to whom such certificate is to be delivered requests.

41. Tenant's Sign

The Tenant shall not place or erect any signs of any nature on



the Leased Premises or the Building or the real property on which the Building is situated, except those signs that are approved by Landlord, in Landlord's reasonable sole and absolute discretion, and approved by the City of Hamden. Any sign that Tenant erects shall be in compliance with all zoning or other applicable governmental laws. Tenant shall be responsible for obtaining any necessary permit or other approvals from any governing body and shall bear any and all costs of said permits and approvals and preparation and construction of the sign. Landlord's approval of shall not be unreasonably withheld or denied.

42. Execution and Counterparts

This Lease Agreement, or any abstract, memorandum or short form of this Lease Agreement, or both, may be executed in two or more counterparts each of which shall be an original, but all of which shall constitute one and the same instrument.

43. Recording Prohibited

Tenant agrees not to record or cause to be recorded on the land Records of the Town wherein the Demised Premises are situated this Lease or any copy thereof. Any violation of the foregoing provision shall constitute a material breach of this Lease by tenant entitling Landlord to all rights remedies available upon a default by Tenant hereunder.

44. Security Interest

As collateral security for the due and punctual payment of all indebtedness hereunder and under any Related Agreement, and any and all liabilities and indebtedness, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising of the Tenant to Landlord, the Tenant hereby grants to Landlord a security interest in all of Tenant's inventory and other personal property, including without limitation all goods, accounts, merchandise, supplies, furniture, fixtures and Leasehold improvements, both now owned and hereafter acquired, and inclusive of all proceeds, products and replacements thereof, used or located in or on the Business of Tenant located at **3394 Whitney Avenue, Hamden, Connecticut** (the "Collateral").

Tenant hereby represents that the security interest granted herein is a first priority security interest and there are no, and there shall at no time in the future be, other security interest in, or other liens or encumbrances on, any of the Collateral. Tenant hereby agrees that at any time requested by Landlord, Tenant shall give, execute, deliver, file and/or

[REDACTED]

record at any notice, statement, instrument, financing statement, document, agreement or other papers that may be necessary or desirable in order to create, preserve, protect, perfect or validate any security interest granted herein, or to enable Landlord to exercise or enforce its rights under this Lease with respect to such security interest.

Tenant hereby agrees to keep the Collateral insured at all times against loss by fire and such other risks, and in such amounts and subject to such terms of coverage, as shall be acceptable to landlord as additional insured and loss payee. Tenant shall provide Landlord with certificates of insurance evidencing any and all such insurance policies maintained by Tenant and evidence of premium payment therefor. Upon the occurrence of any event of default hereunder or under any Related Agreement, Landlord shall be entitled to exercise, in addition to any other rights and remedies available at law or in equity, all rights and remedies of a secured party under the uniform Commercial Code of the State of Connecticut to the Collateral.

45. Right of First Refusal

If, during the Term hereof, Tenant shall receive a bona fide offer directly or indirectly to purchase, or otherwise to assume responsibility for the operation of, the Business (the "Offer"), whether or not such transfer involves the proposed assignment of the of Demised Premises, or any part thereof, which Offer Tenant intends to accept, Tenant shall provide Landlord with notice ("Tenant's Notice") thereof, setting forth the terms and conditions of said offer whereupon Landlord shall have the right to accept such offer subject to the same terms and conditions as contained in Tenant's Notice. Landlord shall exercise its right by providing notice to Tenant of its exercise within fifteen (15) days after Landlord's receipt of Tenant's Notice. If Landlord fails to exercise its right as aforesaid, Tenant shall have the right, subject to Landlord's right to consent to the assignment, to accept the offer and, if applicable, to assign the Sublease of the Demised Premises or said part thereof to the offering party upon the same terms and conditions contained in Tenant's Notice to Landlord, provided that any change in the purchase price or in any other of the terms and conditions of the Offer shall require notice thereof to Landlord, and Landlord shall have an additional fifteen (15) day period as aforesaid within which it may exercise its Right of First Refusal on the new terms and conditions. The procedure set forth in this section shall apply to each and every bona fide offer received during the Term of this



Agreement. The Landlord 's failure to exercise its Right of First Refusal shall in no way effect, limit or abridge Landlord's right to consent to the assignment of the Lease Agreement of the Demised Premises.

47. Automatic Teller Machine

Tenant shall not install or have installed an ATM at, in, or on the Premises without the express written consent of the Landlord.

48. Commercial Transaction

THE PARTIES HERETO ACKNOWLEDGE THAT THIS IS A COMMERCIAL TRANSACTION, AS THE TERM IS DEFINED IN SECTION 52-278(a) OF THE CONNECTICUT GENERAL STATUTES, AND TENANT HEREBY EXPRESSLY AND VOLUNTARILY WAIVES ANY AND ALL RIGHTS THAT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION DEFENSE, COUNTERCLAIM, CROSS CLAIM AND/OR ANY FORM OF PROCEEDING WITH RESPECT TO THIS LEASE AND AS TO ANY ISSUE ARISING OR RELATING TO THE PREMISES OR THIS TRANSACTION. THE PARTIES HERETO ACKNOWLEDGE THAT THIS IS A COMMERCIAL TRANSACTION, AS THE TERM IS DEFINED IN SECTION 52-278a OF THE CONNECTICUT GENERAL STATUTES, AND TENANT HEREBY EXPRESSLY AND VOLUNTARILY WAIVES ANY AND ALL RIGHTS THAT IT MAY HAVE FOR NOTICE AND HEARING WITH RESPECT TO ANY PREJUDGMENT REMEDY OR REMEDIES, AS THAT TERM IS THEREIN DEFINED, AND HEREBY CONSENTS TO THE ISSUANCE OF ANY WRIT FOR SUCH PREJUDGMENT REMEDY OR REMEDIES ON BEHALF OF SAID LANDLORD OR ASSIGNS WITH RESPECT TO ANY LAWSUIT OR CAUSE OF ACTION RELATING TO SAID LEASE AND/OR CLAIM INCIDENTAL THERETO WITHOUT SAID LANDLORD HAVING TO FIRST OBTAIN A COURT ORDER PERMITTING SAME, AS MIGHT OTHERWISE BE REQUIRED. TENANT SHALL EXECUTE, AT THE REQUEST OF LANDLORD, A SEPARATE WRITTEN FORM OF WAIVER.

49. Limitation on Damages

In no event shall Landlord be liable for any incidental, consequential, exemplary, special or punitive damages or expenses or lost profits (regardless of how characterized and even if such party has been advised of the possibility of such damages) under or in connection with this agreement regardless of the form of action (whether in contract, tort, negligence, strict liability, statutory liability, or otherwise.

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

LANDLORD:
CCO, LLC

TENANT:

[REDACTED]

[REDACTED]

STATE OF CONNECTICUT)
) ss _____
COUNTY OF _____)

On this _____ day of _____ before me, the Undersigned, personally appeared _____ known to me (or satisfactorily proved) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained, as his free act and deed as the Member of said limited liability company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public
Commissioner of the Superior Court

STATE OF CONNECTICUT)
) ss _____
COUNTY OF _____)

On this _____ day of _____ before me, the Undersigned, personally appeared Erdal Sahin, Member of _____ known to me (or satisfactorily proved) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained, as his free act and deed as the Member of said

limited liability company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public
Commissioner of the Superior Court

