

**LEASE**

between

**, LLC.**

(Landlord)

and

**I LLC**

(Tenant)

123 MONROE TURNPIKE  
TRUMBULL, CONNECTICUT

Dated: as of July \_\_\_, 2021

**TABLE OF CONTENTS**

<b><u>Article</u></b>	<b><u>Page</u></b>
1. Premises .....	1
2. Term .....	1
3. Fixed Rent .....	2
5. Electricity .....	6
6. Improvements in Preparation for Occupancy.....	6
7. Tenant Improvements.....	7
8. Repairs and Maintenance .....	9
9. Utilities and Services.....	10
10. Insurance .....	11
11. Use.....	12
12. Assignment and Subletting.....	15
13. Default.....	16
14. Remedies of Landlord .....	17
15. Destruction, Fire or other Casualty .....	19
16. Condemnation .....	20
17. Subordination and Attornment.....	20
18. Indemnification and Hold Harmless.....	21
19. Landlord's Obligations and Liabilities .....	21
20. Cumulative Remedies .....	23
21. Advances by Landlord .....	23
22. No Waiver by Landlord.....	23
23. Landlord's Right to Exhibit the Premises.....	23
24. No Acceptance of Surrender .....	23
25. Quiet Enjoyment .....	23
26. Estoppel Certificates .....	24
27. Parking .....	24
28. Notices.....	25
29. Bind and Inure.....	26
30. Waiver of Trial by Jury .....	26
31. Brokerage Fees.....	26
32. Execution.....	26

33. Recordation of Lease.....	27
34. Surrender; Holdover.....	27
35. Access; Change in Facilities .....	27
36. Integration of Agreement and Amendments .....	28
37. Security Deposit .....	28
38. Unavoidable Delays .....	28
39. Rules and Regulations.....	29
40. Governing Law.....	29
42. Renewal Options .....	29
42. Miscellaneous.....	30

<u>Schedule A</u>	Property Description
<u>Schedule B</u>	Floor Plan of the Premises
<u>Schedule C</u>	Landlord’s Work
<u>Schedule D</u>	Rules and Regulations
<u>Exhibit 42.1</u>	Form of Personal Guaranty

## LEASE

**THIS LEASE**, made as of the \_\_\_ day of July, 2021 (the “Effective Date”), by and between **INGS, LLC**, a Connecticut limited liability company with a principal place of business at \_\_\_\_\_ Connecticut 06611 (the “Landlord”) and **LLC**, a Connecticut limited liability company having a place of business at \_\_\_\_\_ Connecticut 06611 (the “Tenant”).

## RECITALS

**WHEREAS**, Landlord is the owner of certain real property consisting of land (the “Land”) and a two-story building (the “Building”) situated in the Town of Trumbull, County of Fairfield and State of Connecticut, and known as 123 Monroe Turnpike, as more particularly described on Schedule A attached hereto and made a part hereof (the Land and the Building are referred to herein, collectively, as the “Property”); and

**WHEREAS**, Tenant wishes to lease from Landlord and Landlord wishes to lease to Tenant certain premises in the Building.

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter set forth, and of other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. **Premises.**

1.1 **Premises.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, approximately **One Thousand One Hundred Ninety-Four (1,194)** rentable square feet in the Building known as Unit #3 (the “Premises”), as shown on the floor plan annexed hereto as Schedule B and made a part hereof, together with the non-exclusive right of ingress and egress to and from the Building and use of the Common Areas in common with others.

1.2 Except as specifically set forth in this Lease, no other appurtenances, or rights or licenses in the Land, Building or Common Areas are granted to or acquired by Tenant, by implication or otherwise, in connection with the lease of the Premises.

1.3 **Contingency.** This Lease is contingent upon Tenant receiving any and all state and local necessary permits and approvals necessary for the conduct of the Permitted Use set forth in Section 11.1 (the “Permitting Contingency”). Tenant shall have a period not to exceed ninety (90) days from the Effective Date (defined above) to satisfy the Permitting Contingency (the “Contingency Period”). Landlord shall cooperate and provide all reasonable assistance in Tenant’s efforts to satisfy the Permitting Contingency. If, despite good-faith and diligent efforts to satisfy the Permitting Contingency on or before the expiration of the Contingency Period, Tenant shall have the option, to be exercised not later than ten (10) days following the expiration of the Contingency Period, to terminate this Lease, whereupon Tenant’s Security Deposit shall be returned by Landlord, this Lease shall be null and void and the parties thereafter shall have no further obligations hereunder. For purposes of this Section 1.3, the term “good-faith and diligent efforts” shall require Tenant to make at least one (1) official appeal of the refusal or denial of any permit or approval required hereunder.

2. **Term.**

2.1 The Premises are hereby leased for a term (the “Term”) which shall commence on the date

which is one (1) day following the Substantial Completion date of Landlord’s Work (as defined in Section 6.1) (the “Commencement Date”). The phrase “Substantial Completion” shall mean that, with the exception of (i) punch-list items which would not prevent delivery of the Premises to Tenant for the commencement of its Tenant Improvements (as defined in Section 6.3), (ii) Tenant’s upgrades, additional work and modifications to Landlord’s Work, and (iii) any delays caused by Tenant, Landlord’s Work shall have been completed. Landlord shall endeavor to complete the Landlord’s Work on or before the date which is ninety (90) days following the date upon which the Permitting Contingency has been satisfied, provided, that Landlord shall not be subject to any liability and this Lease shall not be affected by Landlord’s failure to complete Landlord’s Work by such date. Notwithstanding anything to the contrary contained herein, should Landlord not complete Landlord’s Work within six (6) months of the satisfaction of the Permitting Contingency, Tenant shall have the option to terminate this Lease, whereupon Tenant’s Security Deposit shall be returned by Landlord, this Lease shall be null and void and the parties thereafter shall have no further obligations hereunder.

2.2 The Term shall end at 12 o’clock noon on the eighty (8<sup>th</sup>) anniversary of the Rent Commencement Date, as defined in Section 3.1 (the “Expiration Date”).

3. **Fixed Rent.**

3.1 Beginning on the date which is ninety (90) days following the Commencement Date (the “Rent Commencement Date”), Tenant shall pay to Landlord an annual base rent (the “Fixed Rent”) for the Premises, which shall be paid without set-off or deduction, except as set forth herein, in equal monthly installments in advance on the first day of each and every calendar month during the Term of this Lease, to Landlord or to Landlord’s agent, at such place as Landlord may designate to Tenant, in accordance with the following table:

<b>Lease Year</b>	<b>Annual Fixed Rent</b>	<b>Monthly Fixed Rent</b>	<b>Fixed Rent/Sq.Ft.</b>
1	\$ 33,432.00	\$ 2,786.00	\$ 28.00
2	\$ 34,434.96	\$ 2,869.58	\$ 28.84
3	\$ 35,468.01	\$ 2,955.67	\$ 29.71
4	\$ 36,532.05	\$ 3,044.34	\$ 30.60
5	\$ 37,628.01	\$ 3,135.67	\$ 31.51
6	\$ 38,756.85	\$ 3,229.74	\$ 32.46
7	\$ 39,919.56	\$ 3,326.63	\$ 33.43
8	\$ 41,117.14	\$ 3,426.43	\$ 34.44

3.2 If the Rent Commencement Date shall be any day other than the first day of a calendar month, the Fixed Rent for the period between the Rent Commencement Date and the first day of the first full calendar month of the Term shall be pro-rated on a per diem basis and Landlord shall credit any excess amount paid pursuant to this Section 3.2 toward the payment of the Fixed Rent for the next succeeding calendar month in which a payment of Fixed Rent is due.

4. **Additional Rent.**

4.1 **Additional Rent.** In addition to the Fixed Rent payable under Article 3, Tenant shall pay to Landlord Additional Rent consisting of all sums of money as shall become due and payable by Tenant

under this Lease including, but not limited to, the payments due under this Article 4 (collectively, the “Additional Rent”).

4.2 Definitions. The following terms shall have the meanings set forth herein:

“Common Areas” shall mean all portions of the Property not intended as rentable area, including, without limitation the parking facilities appurtenant to the Building.

“Cost of Operation and Maintenance” shall mean all costs reasonably incurred by Landlord with respect to the operation, maintenance and repair of the Property, its improvements, equipment and systems and the services provided to the tenants therein, including, without limitation, the cost incurred for operation and maintenance of air conditioning, mechanical ventilation, heating systems; cleaning; rubbish removal; window washing; elevators; metered or unmetered (if or to the extent not separately metered) cost of electricity used throughout the Common Areas; steam; protection and security services, if any; all insurance; supplies, wages, salaries, pensions, hospitalization, retirement plans and group insurance respecting service and maintenance employees; uniforms and working clothes for such employees and the cleaning thereof; payroll, social security, unemployment and other similar taxes with respect to such employees; reasonably necessary capital expenditures incurred with respect to the Property in order to maintain its current level and class of improvements such capital expenditures to be amortized in accordance with accounting principles generally applied in the real estate industry; sales, use and other similar taxes; management fees; reasonable legal and accounting fees except for legal fees incurred in the enforcement of other tenancies in the Building, or as a result of Landlord’s default hereunder and Landlord’s failure to provide and pay for the services required of it hereunder; permit and license fees; expenditures necessary to comply with governmental requirements; the cost of off-site parking facilities; and utility charges not charged directly to a tenant.

Cost of Operation and Maintenance shall not include debt service, expenses reimbursed or reimbursable by a particular tenant, brokerage commissions, the expenses incurred by Landlord in preparing space for a Tenant’s occupancy, or inducements to rent, expenses incurred in procuring new tenants, wages, salaries or other compensation paid to any executive employee Landlord above the grade of building superintendent and capital improvements designed to upgrade the Property.

“Governmental Authority” shall mean any Federal, State, County, municipal or local government and all departments, commissions, boards, bureaus, and offices thereof having or claiming jurisdiction over the Property.

“Landlord’s Statement” shall mean written statements issued by the Landlord from time to time containing computations of Additional Rent due pursuant to the provisions of this Article 4.

“Lease Year” shall mean every period of twelve (12) consecutive, full calendar months during the Term, commencing on the Commencement Date. Notwithstanding the foregoing, the first (1<sup>st</sup>) Lease Year during the Initial Term shall include an additional period equal to the Free Rent Period; and, if the Commencement Date is not the first (1st) day of a calendar month, the first (1st) Lease Year during the Initial Term shall include the remainder of the month during which the Commencement Date occurs, plus the period equal to the Free Rent Period immediately succeeding the month during which the Commencement Date occurred.

“Operating Expenses” shall mean the Cost of Operation and Maintenance for the Operating Expense Year in question. If less than ninety-five percent (95%) of the rentable area of the Building shall be occupied at any time during any Operational Year, then those items included in the Cost of Operation and Maintenance, that are subject to change based upon actual occupancy in the Building, for each

Operational Year in which actual occupancy of the Building shall be less than ninety-five percent (95%) shall be adjusted pro rata by Landlord to the amounts that said items would have been had the Building been ninety-five percent (95%) occupied at all times during the applicable year.

“Operational Year” shall mean each period of twelve (12) consecutive months, each such period beginning on January 1.

“Taxes” shall mean all real estate taxes, assessments, special or otherwise, sewer rents, rates and charges, water rents, rates and charges, or any other charge of a Government Authority of a similar or dissimilar nature, of any kind, which may be levied or assessed upon or with respect to the Property and Land, or any part thereof, or on the appurtenances, sidewalks, streets and roads adjacent to the Property and Land or on any use or occupation of the Property and Land and all taxes or charges levied on the Fixed Rent or Additional Rent or the gross receipts from the Property and land which are in addition to any other tax or assessment or charge upon or with respect to the Property and Land. If due to a future change in the method of taxation, any franchise, income, profit or other tax should be levied against Landlord in substitution in whole or in part for or in lieu of any tax which would otherwise constitute Taxes, or a tax or excise shall be imposed upon or measured by rent, such franchise, income, profit or other tax, or excise imposed or measured by rent, shall be deemed to be Taxes for the purpose hereof. Taxes shall not include:

- (a) franchise or similar taxes of Landlord;
- (b) income, excess profits or other taxes, if any, of Landlord, except to the extent such taxes are in lieu of or a substitute for any other tax, assessment or charge upon the Building and Land, which, if such other tax, assessment or charge were in effect, would be payable by Tenant as provided above, in which event such taxes shall be computed as if the Building and Land were the only property of Landlord, and the Fixed and Additional Rent hereunder the only income of Landlord; and
- (c) any penalty for late payment of Taxes.

“Tax Year” shall mean the period of twelve (12) consecutive months commencing on July 1st of each year or such other twelve (12) month period as may hereafter be duly adopted as the fiscal year for real estate tax purposes for the Town or other applicable Governmental Authority.

“Tenant’s Estimated Share” shall mean Tenant’s Proportionate Share multiplied by Landlord’s estimate of the Cost of Operation and Maintenance for the ensuing Operational Year, as set forth in a Landlord’s Statement delivered by Landlord to Tenant not earlier than December of each year. Except for the first Lease Year, Tenant’s Estimated Share shall be divided by twelve (12) and shall be payable on the first day of each month, starting January 1 of the ensuing year, by Tenant to Landlord as Additional Rent. Landlord shall deliver to Tenant a Landlord’s Statement with respect to the first Lease Year on or before the Commencement Date, and Tenant’s Estimated Share for said first Lease Year shall be payable on the first day of each month, beginning on the Commencement Date. If Landlord’s written estimate is furnished to Tenant after the commencement of any Operational Year, there shall be promptly paid by Tenant to Landlord an amount equal to such Additional Rent, if any, as is allocable to the part of such Operational Year which shall have elapsed prior to the first day of the calendar month next succeeding the calendar month in which said Landlord’s Statement is furnished to Tenant.

“Tenant’s Proportionate Share” is **12.18%** based upon an aggregate of **9,800** rentable square feet in the Building.

“Town” shall mean the Town of Trumbull, Connecticut.

4.3 Taxes. Tenant shall pay as Additional Rent Tenant's Proportionate Share of Taxes for each Tax Year falling wholly or partially within the Term of this Lease. Subsequent to the issuance by the Town or other applicable Governmental Authority of the bill for Taxes, Landlord shall submit to Tenant a copy of such bill, together with Landlord's Statement, and Tenant shall pay the Additional Rent set forth on Landlord's Statement within thirty (30) days after the delivery of such statement by Landlord.

4.4 Tax Adjustments. If, as a result of any application or proceeding brought by or on behalf of Landlord for review of the assessed valuation of the Property for any fiscal year subsequent to the initial Tax Year during the Term, there shall be a decrease in the Taxes for any Tax Year with respect to which Landlord shall have previously rendered a Landlord Statement, and tenant shall have paid Additional Rent hereunder, Landlord's Statement next following such decrease shall include an adjustment for such Tax Year reflecting such decrease in taxes (less all costs and expenses, including counsel fees, incurred by Landlord and connection with such application or proceeding up to but not in excess of the amount of the decrease).

4.5 Tenant's Estimated Share; Reconciliation. Beginning on the Commencement Date, Tenant shall pay to Landlord as Additional Rent, Tenant's Estimated Share, in monthly installments. Within sixty (60) days following expiration of each Operational Year Landlord shall furnish Tenant with a written detailed statement prepared by Landlord of the actual Cost of Operation and Maintenance incurred for such Year ("Actual Costs"). If Landlord's Statement following the end of any Operational Year shall indicate that the amount equal to Actual Costs multiplied by Tenant's Proportionate Share ("Tenant's Actual Share") exceeded Tenant's Estimated Share, Tenant shall pay the difference to Landlord as Additional Rent within thirty (30) days following delivery of the Landlord Statement. If Landlord's Statement following shall indicate that Tenant's Estimated Share exceeded Tenant's Actual Share, Landlord at Tenant's option shall forthwith either (a) pay the amount of excess directly to Tenant concurrently with the notice, or (b) permit Tenant to credit the amount of such excess against the subsequent payment of Fixed Rent or Additional Rent due hereunder.

4.6 Failure to Render Landlord Statement. Landlord's failure to render Landlord's Statement with respect to any Operational Year or Tax Year, or Landlord's delay in rendering Landlord's Statement beyond a date specified herein, shall not prejudice Landlord's right to render a Landlord's Statement with respect to that or any subsequent Operational Year or Tax Year. The obligations of Landlord and Tenant under the provisions of this Article 4 with respect to any Additional Rent shall survive for a period of one year following the expiration or any sooner termination of the Term.

4.7 Landlord's Statement Binding. Each Landlord's Statement shall be conclusive and binding upon the Tenant, unless Tenant shall notify Landlord, within forty-five (45) days after receipt of Landlord's Statement, that it disputes the correctness of Landlord's Statement, specifying the respects in which Landlord's Statement is claimed to be incorrect. Pending the adjudication of such dispute, Tenant shall pay Additional Rent equal to the Additional Rent payable pursuant to Landlord's Statement in dispute and such payment shall be without prejudice to Landlord's or Tenant's position in any legal proceeding commenced by Landlord or Tenant. If following Tenant's review and inspection of Landlord's Statement, it is determined that Tenant's Estimated Share exceeded Tenant's Actual Share by more than five percent (5%), then Landlord shall reimburse Tenant for Tenant's reasonable costs of such review and inspection. In all other instances, Tenant shall bear the cost and expense of such review and inspection.

4.8 Taxes Attributable to Improvements by Tenant. Tenant shall pay to Landlord, as Additional Rent the Taxes attributable to improvements made to the Premises, but only to the extent such Taxes are not otherwise included in amounts collected pursuant to Section 4.3.

4.9 Collection of Additional Rent. Any Additional Rent payable pursuant to this Article 4 shall

be collectible by Landlord in the same manner as Fixed Rent, and Landlord shall have the same remedies for non-payment thereof as Landlord has hereunder for non-payment of Fixed Rent.

4.10 Failure to Pay When Due. If Tenant shall fail to pay when due any installment of Fixed Rent or any Additional Rent, Tenant shall pay interest thereon, beyond any applicable grace period, at the interest rate, provided for in Section 21.1 hereof, from the date when such installment or payment shall have become due to the date of the payment thereof, together with a late charge equal to five percent (5%) of the unpaid installment, which interest and late charge shall be deemed Additional Rent. There shall be no abatement of, deduction from, counterclaim or setoff against Fixed Rent or Additional Rent except as otherwise specifically provided in this Lease.

5. **Electricity.**

5.1 Electrical Consumption; Billing. Tenant shall be responsible for and pay the costs of electricity consumed within the Premises, which shall be separately metered and billed directly by the utility company to Tenant.

5.2 Capacity. Tenant's use of electric energy in the Premises shall not at any time exceed the capacity of any of the electrical conductors and equipment in or otherwise serving the Premises. In order to insure that such capacity is not exceeded and to avert possible adverse effects upon the Building's electric service, Tenant shall not, without Landlord's prior written consent in each instance, connect appliances or equipment which require extraordinary amounts of electricity to the Building electric distribution system or make any alteration or addition to the electric system of the Premises. Should Landlord grant such consent, all additional risers or other equipment required therefor shall be provided by Landlord and the cost thereof, which shall be deemed Additional Rent to be paid by Tenant upon Landlord's demand.

5.3 No Liability. Landlord shall not be liable in any way to Tenant for any failure or defect in the supply or character of electricity furnished to the Premises by reason of any requirement, act or omission of the public utility serving the Building or for any other reason not attributable to Landlord.

6. **Improvements in Preparation for Occupancy.**

6.1 Landlord's Work. Landlord will, at its sole cost and expense, undertake the improvements to the Premises set forth on Schedule C attached hereto ("Landlord's Work") in preparation of the construction of the Tenant Improvements referenced in Section 6.3.

6.2 Acceptance of Premises. Except as set forth in Section 6.1 above, Tenant has inspected the Premises and the Building and is thoroughly acquainted with their condition and takes the Premises "as is," and the taking of possession of the Premises by Tenant shall be conclusive evidence that the Premises and the Building were in generally good and satisfactory condition at the time possession was taken by Tenant.

6.3 Tenant Improvements. Except for the Landlord's Work, Landlord shall have no obligation to construct any other improvements to the Premises for occupancy by Tenant. Tenant shall be solely responsible for the construction of the Premises as required for Tenant's business ("Tenant Improvements"). All plans and specifications for the Tenant Improvements shall be subject to Landlord's prior review and approval and the provisions of this Lease, including, without limitation, Article 7 below.

6.4 Landlord Contribution to Flooring. Landlord shall contribute to the cost of the Initial Tenant Improvements in an amount not to exceed \$5,000 (the "Improvement Allowance"). The Improvement Allowance shall be used solely for the flooring with respect to the Initial Tenant Improvements and shall exclude equipment, communications and data wiring, movable personal property

and other items that are not considered tenant improvements under customary commercial real estate practices. Tenant shall be solely responsible for all costs incurred by Tenant, in connection with the Initial Tenant Improvements in excess of the Improvement Allowance. The Improvement Allowance shall be paid in the form of credits against Tenant's payment of Fixed Rent, each in the amount of One Thousand Two Hundred Fifty Dollars (\$1,250), for the months of January 2022, April 2022, July 2022 and October 2022.

6.5 Early Access. If permission is given to Tenant to enter into possession of the Premises or to occupy premises other than the Premises prior to the date specified as the Commencement Date, Tenant covenants and agrees that such occupancy shall be deemed to be under all the terms, covenants, conditions and provisions of this Lease.

## 7. Alterations.

7.1 Tenant shall make no alterations, installations, additions, improvements or changes in or to the Premises of any nature, including, without limitation, the Tenant Improvements (collectively, "Alterations") without Landlord's prior written consent which consent shall not be unreasonably withheld; provided, however, that with regard to Structural Changes (as defined in Section 7.1(i) below), Landlord's consent may be withheld in Landlord's sole discretion. Notwithstanding the foregoing, Tenant may make alterations that cost less than Ten Thousand and 00/100 Dollars (\$10,000.00) and that do not require a building permit without Landlord's consent, but Tenant shall notify Landlord of any such alterations prior to performing the same. In addition, Landlord may condition its consent to any Alterations on any matters required by any Superior Mortgagee (as defined in Section 17.1) of the Building. The following shall apply to any approved Alterations:

(a) Tenant shall use contractors and subcontractors, subject to the approval of Landlord, which approval may be withheld in Landlord's sole discretion, and the terms and conditions set forth herein. Tenant shall be responsible for the payment of the fee for such contractors and subcontractors and shall enter into a separate contract(s) with same. Notwithstanding the foregoing, Landlord hereby acknowledges that Tenant has submitted its proposed contractors to Landlord, and Landlord hereby approves of same, subject to the terms and conditions set forth in this Lease, including, without limitation that such contractors are and shall remain certified by the State of Connecticut and properly insured.

(b) Alterations will not require Landlord to make changes in or about the common areas of the Building, unless Tenant shall pay all costs and expenses incurred by Landlord in connection with any such changes, provided Landlord shall not be required to make any change which would have a materially adverse effect upon the Building or any other tenant of the Building;

(c) Except as approved by Landlord in advance, which approval may be withheld in Landlord's sole discretion, Alterations shall not affect in any way, the outside appearance of the Building, or the ability to use the Building or any part thereof as offices. Alterations and the construction thereof shall not, in the opinion of Landlord reasonably exercised and based upon a structural engineering certification submitted by Tenant, weaken or impair the structure of the Premises, or the Building either during the making of such Alterations or upon their completion;

(d) No part of the Building outside the Premises shall be physically affected other than the demising walls to be created by Tenant and other than temporarily in connection with the construction of Alterations, and then only to the minimal extent necessary;

(e) The proper functioning of the Building's equipment, in the sole opinion of Landlord reasonably exercised, shall not be materially adversely affected;

(f) Before proceeding with any Alterations, Tenant shall submit to Landlord two (2) copies of detailed plans and specifications therefor, for Landlord's written consent (when such consent is required) which consent shall not be unreasonably withheld (except with respect to Structural Changes). Any Alterations for which consent has been received, shall be performed in accordance with the approved plans and specifications therefor, and no material changes thereto, or changes thereto which would require a building permit, shall be made without the prior written consent of Landlord, which shall not be unreasonably withheld;

(g) Except as approved by Landlord in advance, which approval shall not be unreasonably withheld or unduly delayed, Tenant shall not be permitted to install, in any part of the Premises, any permanently attached materials, fixtures or articles which are subject to liens, chattel mortgages or security interests (as such term is defined in the Uniform Commercial Code as then in effect in Connecticut). Telephones, computers, computer equipment, business machines and other equipment which can be removed without material damage to the Premises, shall be excluded from the foregoing;

(h) No Alterations that require Landlord's consent shall be undertaken (i) except under the administration of a licensed architect or licensed professional engineer reasonably satisfactory to Landlord, and (ii) except after at least fifteen (15) days' prior notice to Landlord.

(i) "Structural Changes" as used herein shall mean changes, alterations or improvements that materially affect in any way the structure of the Building, including without limitation the concrete/steel deck flooring in the Building, steel structure of the Building, the exterior building curtain wall, the building core and the Building equipment located in the Building, but shall exclude those elements of any separate heating, ventilating and air conditioning, and plumbing systems installed by Tenant which do not have a material impact on the Building's heating, ventilating and air conditioning systems.

7.2 All Alterations shall at all times comply with all Laws (as defined in Section 11.6) and Insurance Requirements (as hereinafter defined) and the provisions of this Lease. Landlord shall, within ten (10) days of Tenant's request, advise Tenant of whether the proposed improvements violate any Insurance Requirements relating to Landlord's insurance policies. Tenant, at its expense, shall (a) obtain all necessary municipal and other governmental permits, authorizations, approvals and certificates for the commencement and prosecution of Alterations and for final approval thereof upon completion, (b) deliver two (2) copies thereof to Landlord and (c) cause all Alterations to be performed in a good and first-class workmanlike manner, using new materials and equipment at least equal in quality to the original standard installations of the Building. Alterations shall be performed in such manner so as not to unreasonably interfere with the occupancy of any other tenant or the performance of any other improvements, and not to impose any substantial hazard to the safety or security of other tenants or other persons in and about the Building or of the Building's equipment. Throughout the performance of Alterations, Tenant, at no expense to Landlord, shall carry, or cause to be carried, workers' compensation insurance covering all persons employed in connection with such improvements in statutory limits and general liability insurance (with completed operations endorsement) for any occurrence in or about the Building in which Landlord, Landlord's agents, and the Mortgagee shall be named as additional insiders, in such limits as Landlord may reasonably prescribe, with insurers reasonably satisfactory to Landlord. Tenant shall furnish Landlord with satisfactory evidence that such insurance is in effect before the commencement of its improvements and, on request, at reasonable intervals thereafter. Upon completion of Alterations Tenant shall deliver a certification from Tenant's architect or licensed professional engineer, if required by 7.1(h), that the improvements have been completed substantially in accordance with the plans and specifications approved by Landlord.

7.3 Tenant, at its expense, shall promptly procure the cancellation or discharge of all notices

of violation arising from or otherwise connected with Alterations issued by any public authority having or asserting jurisdiction, within the period allowed by law as extended by any period of contest or appeal.

7.4 Tenant shall hereby indemnify and reimburse Landlord against or for liability for any mechanics' and other liens filed solely in connection with Alterations or repairs (except for repairs or maintenance performed by Landlord), or relating to any materials or fixtures installed in and constituting a part of the Premises. Tenant, at its expense, shall procure the discharge of all such liens within thirty (30) days after notice to Tenant of the filing of any such lien against the Building or any part thereof. If Tenant shall fail to cause any such lien to be discharged within the period aforesaid, then, in addition to any other right or remedy, Landlord may, but shall not be obligated to, discharge the same by bond proceedings and in any such event, Landlord shall be entitled, if it elects, to compel the prosecution of an action for the foreclosure of such lien, and to pay the amount of any judgment in favor of the lienor with interest, costs and allowances. Nothing herein shall prevent Tenant from bonding over any said lien, but only if said lien is, as part of the bonding process, released as a lien against the Building or any part thereof. Any amount so paid by Landlord and all costs and expenses incurred by Landlord in connection therewith, shall be paid by Tenant within twenty (20) days after demand.

7.5 Notice is hereby given that neither Landlord, Landlord's agents, nor the Superior Mortgagee shall be liable for any labor or materials furnished or to be furnished to Tenant upon credit, and that no mechanic's or other lien for such labor or materials shall attach to or affect any estate or interest of Landlord, Landlord's agents, or Superior Mortgagee in and to the Building.

7.6 Tenant shall keep full and complete records describing any Alterations including the aggregate cost thereof (including architect's and engineer's fees and expenses) for a period of two (2) years after the completion of said Alterations. Tenant shall, upon the reasonable request of Landlord, within thirty (30) days, make available for inspection by Landlord and its authorized representatives full and complete copies of such records.

7.7 For the purposes of this Lease, the term "Insurance Requirements" shall mean all customary and reasonable requirements of any insurance policy required of either party under this Lease.

## 8. **Repairs and Maintenance.**

8.1 Landlord's Obligation. Landlord, at its expense, shall keep, maintain and repair in good condition the Property, both exterior and interior, its grounds, fixtures, equipment and systems, except for (i) those repairs which arise out of the fault or negligence of Tenant, (ii) those repairs for which Tenant is responsible pursuant to any provision of this Lease, or (iii) repairs to Tenant's personal property; provided, however, that Landlord shall have no obligation or liability to perform repairs until receipt of written notice from Tenant specifying the repairs required.

8.2 Tenant's Obligation re: Repair and Maintenance. Tenant shall, throughout the Term, take good care of and maintain the Premises and the fixtures and appurtenances therein, and shall make all repairs and replacements, as and when needed to preserve the Premises in good working order and condition. All damage or injury to the Premises or to any other part of the Property, or to its grounds, fixtures, equipment, systems and appurtenances, whether requiring structural or nonstructural repairs, caused by or resulting from any carelessness, act, omission, negligent or improper conduct of Tenant, Tenant's employees contractors, agents, invitees or licensees, or by the use or manner of use of the Premises by Tenant or any such person, shall be repaired promptly by Tenant at its sole cost and expense, to the satisfaction of Landlord. Tenant shall enter into a preventative maintenance contract for the HVAC systems serving the Premises on terms and with a provider reasonably acceptable to Landlord, which contract shall call for bi-annual maintenance, inspection and repair of such HVAC systems. Tenant shall also repair all

damage to the Property and to the Premises caused by the moving of Tenant's fixtures, furniture, or equipment into or out of the Premises or the installation thereof. All such repairs shall be of quality and class equal to the Alterations. If Tenant fails after ten (10) days' notice to proceed with due diligence to make any repairs required to be made by Tenant (except in an emergency, wherein Landlord may proceed immediately if Tenant does not immediately proceed to repair), such repairs may be made by the Landlord at the expense of Tenant and the costs and expenses thereof incurred by Landlord shall be collectible as Additional Rent on the date on which the next installment of Fixed Rent is due hereunder following delivery by Landlord of an invoice therefor.

9. **Utilities and Services.**

9.1 **Utilities and Services Provided.** So long as no Event of Default has occurred and is continuing, Landlord shall provide to the Premises: (a) heating, ventilating and air-conditioning ("HVAC") to the Premises when and as required on a 24-hour/7-day per week basis; (b) water for ordinary purposes; and (c) cleaning services for the Common Areas of the Building. Janitorial, cleaning and refuse services with respect to the Premises shall be at Tenant's sole cost and expense and subject to Landlord's reasonable approval.

9.2 **No Liability.** Landlord will not be responsible for the failure or insufficiency of the HVAC system if such failure or insufficiency results from Tenant's installation or operation of machines and appliances, the installed electrical load of which when combined with the load of all lighting fixtures exceeds five (5) watts per square foot of floor area in any one room or other area. If due to (a) the use of the Premises in a manner exceeding the foregoing electrical load criteria, (b) the Alterations or modifications by Tenant to the HVAC system in the Premises (if same are constructed by Tenant), (c) the rearrangement of partitioning after the initial preparation of the Premises, or (d) the interference with normal operation of the air conditioning in the Premises, a condition results, necessitating changes in the HVAC system servicing the Premises, such changes shall be made by Landlord upon written notice to Tenant at Tenant's sole cost and expense. Tenant agrees use reasonable efforts to lower and close window coverings when necessary because of the sun's position whenever the HVAC system is in operation, and Tenant agrees at all times to cooperate fully with Landlord and to abide by all the regulations and requirements which Landlord may reasonably prescribe for the proper functioning and protection of the HVAC system. Landlord, throughout the term of this Lease, shall have free and unrestricted access to any and all HVAC facilities in the Premises.

9.3 **Preventative Maintenance.** Tenant shall be responsible for entering into a maintenance contract for the HVAC system in accordance with Section 8.2 above.

9.4 **Suspension of Services.** Landlord reserves the right to suspend services of the heating, elevators, plumbing, air conditioning, power systems or cleaning or other services, when necessary by reason of accident or for repairs, alterations, replacements or improvements necessary in the judgment of Landlord for as long as may be reasonably required by reason thereof, or by reason of strikes, accidents, laws, order or regulations or any other reason beyond the control of Landlord, and in such case, except as provided in Article 15, Tenant shall not be entitled to any abatement of rent or any other offset whatsoever. Landlord shall provide Tenant with advance notice of any proposed suspension of services and the duration of the suspension and will use commercially reasonable efforts to effect the repairs, alterations and replacements in a timely manner.

9.5 **Access to Building.** Tenant shall have access to the Building and Premises on a 24-hour per day and 7-day per week basis. Tenant will be provided with two (2) sets of keys at no cost. Lost or stolen keys will be replaced upon request at Tenant's sole cost and expense. Tenant agrees to promptly notify Landlord of any lost or stolen keys. The Building is equipped with security cameras covering parking

areas, the Building lobby and all Building entrances. Tenant acknowledges and agrees that Landlord does not provide any onsite security personnel or other security measures with respect to the Building or Property.

10. **Insurance.**

10.1 **Required Coverage.** At all times during the Term of this Lease and at any other time Tenant shall have access to the Premises to ready the same for its occupancy, Tenant shall, at its own cost and expense, carry and maintain the following insurance with insurance carriers and in forms reasonably acceptable to Landlord.

(a) Commercial General Liability insurance coverage, for bodily injury, personal injury, property damage and contractual liability, with limits of not less than \$1,000,000 combined single limit liability, per occurrence;

(b) Excess Liability insurance in umbrella form with limits of not less than \$2,000,000 combined single limit bodily injury and property damage liability, per occurrence;

(c) “All Risk” coverage, including but not limited to, fire, vandalism, theft, with extended coverage, on Tenant’s personal property;

(d) Worker’s Compensation insurance in such amounts as may be required by law or regulation; and employer’s liability coverage in an amount not less than \$1,000,000, per occurrence;

(e) Plate glass insurance covering interior and exterior plate glass in the Premises;

(f) Automobile liability insurance for any owned (if any), hired, and non-owned automobile with combined single limit of \$1,000,000 per accident. Such insurance shall cover injury (or death) and property damage arising out of the ownership, maintenance or use of any private passenger or commercial vehicles and of any other equipment required to be licensed for road use; and

(g) Such other insurance as Landlord may reasonably require.

10.2 **Policy Requirements.** Every policy of insurance referred to in this Lease and each certificate therefor issued by the insurer shall: (a) shall be issued as a primary policy and shall provide that any policies carried by Landlord shall be excess and noncontributory of such primary insurance; (b) contain an express agreement by the insurer that no cancellation or nonrenewal in the coverage afforded under said policies will be effective until at least thirty (30) days’ (fifteen (15) days’ in the event of non-payment of premiums) prior written notice of such cancellation, non-renewal, or reduction has been given by the insurer to Landlord; (c) with the exception of the worker’s compensation and employer’s liability policy and property damage coverage name Landlord (as well as such additional parties identified by Landlord) as additional insureds or loss payees (as the case may be); (d) contain a standard mortgagee and loss payable clause in favor of any mortgagee designated by Landlord; and (e) provide for a waiver of all rights of recovery by way of subrogation against Landlord. Tenant shall promptly advise Landlord of any policy cancellation, reduction, non-renewal, or amendment.

10.3 **Failure to Maintain Insurance.** If Tenant shall fail to maintain such insurance as is required by this Article 10, Landlord may obtain such insurance, the amount of the premium or premiums paid by Landlord for such insurance shall be collectible as Additional Rent on the date on which the next installment of Fixed Rent is due hereunder following delivery by Landlord of an invoice therefor.

10.4 Waiver of Subrogation. Each party hereby waives any rights of action against the other for loss or damage covered by the insurance required hereunder and each party covenants and agrees with the other that it will obtain a waiver from the carriers of such insurance policies releasing such carrier's subrogation rights as against the Landlord and/or Tenant, as the case may be. Tenant shall provide Landlord with Certificates of Insurance which shall evidence that the insurance required hereunder is in full force and effect, that such insurance will not be terminated or canceled without thirty (30) days' prior written notice to Landlord by the carrier of such insurance and that the carrier of such insurance waives all right of recovery by way of subrogation against the Landlord. The Certificates will be delivered prior to occupancy of the Premises and shall deliver new Certificates showing the renewal of the coverages at least ten (10) days prior to the expiration of the existing coverages.

10.5 Prohibited Acts. Tenant shall not do anything, or suffer or permit anything to be done in or about the Premises, the Building or its Common Areas which shall (a) subject Landlord to any liability or responsibility for injury to any person or property by reason of any activity being conducted on the Premises, (b) cause any increase in the fire insurance rates applicable to the Building or equipment or other property located therein, or (c) be prohibited by any license or other permit required or issued by Governmental Authority. Tenant, at Tenant's expense, shall comply with all rules, orders, regulations or requirements of the Connecticut Board of Fire Underwriters and the Connecticut Fire Insurance Rating Organization or any similar body. In the event that any alteration of the Premises by Tenant, any act or omission of Tenant, or Tenant's occupancy of the Premises shall cause the rate of fire or other insurance on the Building or the Premises to be increased, Tenant shall pay the amount of any such increase as Additional Rent on the date on which the next installment of Fixed Rent is due hereunder following delivery by Landlord of an invoice therefor.

11. Use.

11.1 Permitted Use.

(a) Permitted Use. Subject to the provision herein, Tenant shall use the Premises for a restaurant specializing in Italian cuisine for both sit-down and take-out service and all other items that are reasonably ancillary to such use (the "Permitted Use"). Tenant shall not use the Premises for any other purpose.

(b) Exclusive. So long as the Premises are used for the Permitted Use, Landlord agrees that from and after the Effective Date, Landlord will not lease any space in the Building (except the Premises hereby demised) or permit the use or occupancy of any such space, whether at wholesale or at retail, to any tenant or other occupant which has as its primary business the preparation and sale of Italian cuisine.

11.2 Prohibited Uses. Tenant shall not use the sidewalks or any open areas adjacent to the Premises, or other parts of the common areas, for business purposes including, without limitation, the distribution of handbills, without the prior written consent of Landlord. The Premises shall not be used in such manner that, in accordance with any requirement of law or of any public authority, Landlord shall be obliged on account of the purpose or manner of said use to make any addition or alteration to or in the building. Tenant will not use or permit the use of the Premises in any such manner as will create a nuisance or tend to unnecessarily disturb other tenants or occupants of the Building. Loudspeakers, phonographs, radios, sound or other means of broadcasting, sound or music making or reproducing device shall not be used in a manner to be heard outside of the Premises. Tenant shall not allow live animals in the Premises (other than such animals which provide an essential service to the handicapped). Tenant shall not permit any unusual or obnoxious odors to emanate from the Premises. Tenant shall compact all garbage and chemically treat the same until picked up by the garbage disposal company, it being the intention of the

parties that Tenant will use all reasonable means necessary to reduce the odors emanating from such garbage. The material, size and location of any installation of an odor-controlling device by Tenant shall be subject to Landlord's prior written approval.

11.3 Tenant Covenants. Tenant covenants and agrees, at its sole cost and expense, to comply with all present and future laws, orders and regulations of all Governmental Authorities regarding the collection, sorting, separating and recycling of waste products, garbage, refuse and trash. Tenant shall clean dirt and grease from kitchen exhaust ducts, fans, registers, louvers and filters; such filters shall be cleaned weekly by high temperature hot water or steam, and such ducts shall be cleaned and inspected at least quarterly and more frequently if required by Governmental Authorities. Tenant shall provide extermination and pest/vermin control services for the Premises, as and when necessary, all at Tenant's own expense. The restrictions set forth in this Section 11.3 shall extend to all agents and employees of Tenant. The provision of this Section 11.3, and the application thereof, shall not be deemed to be limited in any way to or by the provisions of any other Section of this Article or any of the Rules and Regulations set forth in Schedule D hereto.

11.4 Special Provision re: Grease Trap/Interceptor. The kitchen facilities in the Premises shall be connected to and serviced by a shared grease trap/interceptor (the "Grease Interceptor"). Tenant shall keep the drain lines within the Premises connecting to the Grease Interceptor clean and operational at all times, and Tenant shall be solely responsible for all repairs, maintenance, compliance with laws and other obligations with respect to such drain lines in the same manners as to any Alterations. Tenant's indemnification obligations set forth in this Lease shall be applicable with respect to any claims related to or connected with the lines connecting to the Grease Interceptor. Landlord shall be responsible for the cleaning and maintenance of the Grease Interceptor, which shall be inspected and, if necessary, emptied every two (2) months. Tenant shall reimburse Landlord fifty percent (50%) of the cost of such inspection, repair and maintenance, which shall be billed to Tenant in the form of Additional Rent, as and when such costs are incurred.

11.5 Maximum Floor Load. Tenant shall not place a load upon any floor of the Premises that exceeds the floor load per square foot that such floor was designed to carry and which is allowed by certificate, rule, regulation, permit or law. If Tenant wishes to place any safe, heavy machinery, heavy equipment, bulky matters or fixtures in the Premises, it may do so at its own expense but Landlord reserves the right to prescribe their weight and position. Business machines and mechanical equipment in the Premises shall be placed and maintained by Tenant, at Tenant's expense, in such manner as shall be sufficient in Landlord's judgment to absorb vibration and noise and prevent annoyance or inconvenience to any other tenant or occupant of the Building.

11.6 Compliance with Laws.

(a) Tenant, at its cost and expense, shall comply with all laws, statutes, rules, ordinances, orders and regulations and notices (including but not limited to building codes, fire codes and zoning regulations, directives and requirements) of any Governmental Authority (collectively, "Laws"), and of all insurance bodies, at any time duly issued or in force; provided, however, that Tenant shall not be responsible for making any structural alterations of the Premises unless same shall be required as a result of the fault or negligence of Tenant, its contractors or agents in the particular operation of Tenant's business. Subject to and without limiting the intent or effect of the foregoing, Tenant shall at its sole cost and expense comply with (i) the Americans with Disabilities Act, 42 U.S.C. §12101 et seq. (the "ADA") to the extent said act affects the Premises, (ii) any and all requirements of any Laws relating to the recycling of waste generated by tenants of the Building, including without limitation, Connecticut Public Act 87-544 and the regulations promulgated pursuant thereto, (iii) any and all requirements of any Laws relating to the handling, storage and disposal of medical waste, and (iv) all Environmental Laws (as defined herein).

(b) In the event construction of the Alterations results in an obligation to construct further improvement to areas outside of the Premises in order to comply with the ADA or any Laws relating thereto (as opposed to inside the Premises which is Tenant's sole responsibility and expense), any such construction in said areas shall be the sole responsibility of Landlord, and shall be performed at Landlord's sole cost and expense.

11.7 Permits and Licenses. Tenant, at Tenant's expense, shall be required to obtain all governmental licenses and permits, including, without limitation, building certificates of occupancy (except in the case of improvements to the Premises undertaken by Landlord), that shall be required for the proper and lawful conduct of Tenant's business in the Premises or any part thereof, and shall duly and timely procure and thereafter maintain such licenses, permits and certificates and submit the same for inspection by Landlord. Tenant shall at all times comply with the terms and conditions of each such licenses, permits and certificates, but in no event shall failure to procure and maintain same by Tenant affect Tenant's obligations hereunder.

11.8 Environmental Matters.

(a) Hazardous Substances. Tenant shall not cause or permit its agents, employees, contractors, licensees, invitees, subtenants or other occupants of the Premises to store, use, possess, dispose or release or threaten to release Hazardous Substance in, on or from any portion of the Property. For purposes of this Lease, "Hazardous Substance" shall mean any substance or material which has been determined by any state, federal or local governmental authority to be capable of posing a risk of injury to health, safety or property, including all of those materials and substances designated as hazardous or toxic by the municipality in which the Premises are located, the U.S. Environmental Protection Agency, the Consumer Product Safety Commission, the Food and Drug Administration, and any state agencies that have overlapping jurisdiction with such federal agencies, or any other governmental agency now or hereafter authorized to regulate materials and substances in the environment.

(b) Environmental Laws. Tenant shall not cause or permit, on behalf of itself or its agents, employees, contractors, licensees, invitees, subtenants or other occupants of the Premises, any violation of any Environmental Laws. For purposes of this Lease, "Environmental Laws" shall mean all federal, state and local environmental laws, regulations and codes.

(c) Indemnification.

(i) Tenant shall indemnify, defend and hold harmless Landlord, any property manager(s) engaged by Landlord, their successors and assigns, each of their affiliates, parents and subsidiaries, and all partners, trustees, shareholders, agents, directors, officers and employees of any of the foregoing from and against any and all claims, demands, penalties, fines, liabilities, settlements, suits, damages, losses, injuries, costs and expenses of whatever kind or nature, known or unknown, contingent or otherwise, including, without limitation, attorneys' and consultants' fees and disbursements and investigation and laboratory fees arising out of, and in any way related to: (i) the storage, use, possession, presence, disposal, release, or threat of release of any Hazardous Substance as a result of any act or omission of Tenant, its agents, employees, contractors, licensees, invitees, subtenants or other occupants of the Premises, in, on, from or affecting the Property; (ii) any personal injury (including, without limitation, wrongful death) or property damage (real or personal) arising out of or related to any such Hazardous Substance; (iii) any lawsuit brought or threatened, settlement reached or government order relating to such Hazardous Substance; and/or any intentional or unintentional act or omission on the part of Tenant, its agents, employees, contractors, licensees, invitees, subtenants or other occupants of the Premises which violate any Environmental Laws.

(ii) Landlord shall indemnify, defend and hold harmless Tenant, its successors and assigns, its affiliates, parents and subsidiaries, and all partners, trustees, shareholders, agents, directors, officers and employees of any of the foregoing from and against any and all claims, demands, penalties, fines, liabilities, settlements, suits, damages, losses, injuries, costs and expenses of whatever kind or nature, known or unknown, contingent or otherwise, including, without limitation, attorneys' and consultants' fees and disbursements and investigation and laboratory fees arising out of, and in any way related to: (i) the storage, use, possession, presence, disposal, release, or threat of release of any Hazardous Substance as a result of any act or omission of Landlord, its agents, employees, contractors, licensees, invitees, subtenants or other occupants of the Building, in, on, from or affecting the Property; (ii) any personal injury (including, without limitation, wrongful death) or property damage (real or personal) arising out of or related to any such Hazardous Substance; (iii) any lawsuit brought or threatened, settlement reached or government order relating to such Hazardous Substance; and/or any intentional or unintentional act or omission on the part of Landlord, its agents, employees, contractors, licensees, invitees, other subtenants or other occupants of the Building which violate any Environmental Laws. In the event that construction of the Alterations reveals the presence of asbestos in the Premises, Landlord shall, at its sole cost and expense, undertake to remove such asbestos in accordance with applicable Environmental Laws.

(iii) Survival. The covenants and indemnity in this Section 11.8 shall survive the expiration or earlier termination of this Lease.

12. **Assignment and Subletting.**

12.1 Assignment and Subletting. Neither this Lease, nor the term and estate hereby granted, nor any part hereof or thereof, shall be subleased, assigned, mortgaged, pledged, encumbered or otherwise transferred by Tenant by operation of law or otherwise, and neither the Premises, nor any part thereof, shall be encumbered in any manner by reason of any act or omission on the part of Tenant or anyone claiming under or through Tenant. Notwithstanding the foregoing, Tenant shall have the right, with the prior consent of Landlord which consent shall not be unreasonably withheld, to assign this lease or to sublet the Premises or any portion thereof provided:

(a) Tenant shall furnish Landlord in writing with the name and business address of the proposed assignee or subtenant, a copy of the proposed terms of the assignment or subletting including the amounts to be paid by the assignee or subtenant, and reasonably satisfactory information with respect to the nature, character or the business and financial condition of the proposed assignee or subtenant. The proposed assignee or subtenant must, in the reasonable judgment of the Landlord, be of a character, engage in a business and maintain a financial condition which is in keeping with the standards of Landlord for the Building.

(b) The purposes for which the proposed assignee or subtenant intends to use the Premises are expressly permitted by this Lease;

(c) No subletting shall be for a term (including renewals, if any) ending later than one day prior to the expiration date of this Lease;

(d) No Event of Default shall have occurred and be continuing either at the time that Landlord's consent to any assignment or subletting is required or on (i) the proposed effective date of the assignment or sublease, or (ii) the date of the commencement of the term of any such assignment or subletting;

(e) Tenant agrees to pay Landlord, in consideration for Landlord's consent to the assignment or subletting, one hundred percent (100%) of any profit on such sublease or assignment. For

purposes of this provision, “profit” shall be the difference between (i) all payments made by a subtenant or assignee to Tenant as rent or otherwise under or in connection with the sublet or assignment after deduction of customary broker commissions, tenant improvements and attorneys’ fees and other commercially reasonable costs relating to execution of the sublet or assignment incurred by Tenant, and (ii) the Fixed Rent and Additional Rent payable with respect to the space affected by the sublet or assignment. Notwithstanding anything to the contrary herein, this Section 12.1(e) shall not apply with respect to amounts attributable to the sale of Tenant’s assets (including goodwill) or equity interests received by Tenant as consideration for the sale of Tenant’s business;

(f) Tenant agrees to pay to Landlord an amount not to exceed \$1,500 to reimburse Landlord for reasonable legal fees actually incurred by it to engage outside counsel to assist it in reviewing and approving the proposed assignment or subletting; and

(g) Tenant shall deliver to Landlord an executed copy of each assignment or subletting agreement as may be authorized by this Article 12 within ten (10) days following the execution of any such agreement.

12.2 Grounds for Withholding Consent. Landlord and Tenant agree that it will not be unreasonable for Landlord to withhold its consent to any assignment or subletting if Landlord reasonably believes that the assignment or subletting will increase Landlord's financial risk or responsibility, jeopardize the enforceability of the Lease, result in a violation by Landlord of any other existing lease in the Building, or otherwise restrict its ability to lease other space in the Building.

12.3 No Release. No assignment or subletting shall be deemed a waiver of the provisions in this Article 12 or a release of Tenant from the full performance by Tenant of all of the terms, conditions and covenants of this Lease. Each assignee or subtenant shall assume and be deemed to have assumed this Lease and shall be and remain liable jointly and severally with Tenant for the payment of the Fixed Rent and Additional Rent and for the due performance of all the terms, covenants, conditions and agreements herein contained on Tenant’s part to be performed for the Term of this Lease.

12.4 Tenant Affiliates. Anything in this Article 12 to the contrary notwithstanding, the prior written consent of Landlord shall not be required with respect to an assignment of this Lease or a sublease of part or all of the Premises to an entity controlled by, controlling or under common control with Tenant (“Tenant Affiliate”). For this purpose, “control” shall mean the possession of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of a sufficient percentage of voting securities, by contract or otherwise. In connection with an assignment or sublease under this Section 12.4, Tenant shall give notice to Landlord at least ten (10) days prior to the transaction and shall provide Landlord with such information as may be reasonably requested by Landlord in order to establish the relationship of the Tenant Affiliate.

12.5 Effect of Non-Compliance. Any assignment of this Lease, or of the interest of Tenant hereunder, or sublease, without full compliance with any and all requirements set forth in this Lease shall constitute an Event of Default and shall be void and of no effect.

### 13. Default.

13.1 Events of Default. Each of the following events shall constitute an “Event of Default” under this Lease:

(a) The failure of Tenant to pay an installment of Fixed Rent or Additional Rent, or other sum of money whatsoever which Tenant shall be obligated to pay under the provisions of this Lease,

within ten (10) days following the date such payment was due;

(b) The failure of Tenant to perform or observe any of the other terms, covenants, conditions or agreements of this Lease, if such failure continues for thirty (30) days after delivery by Landlord of written notice to Tenant of such failure (provided, that in the case of any such default which cannot be cured by the payment of money and cannot with diligence be cured within said thirty (30) day period, if Tenant shall commence promptly to cure the same and thereafter prosecutes the curing thereof with diligence and provides Landlord with written evidence thereof, the term within which such default may be cured shall be extended for such period as is necessary to complete the curing thereof with diligence).

(c) The levy of any execution or attachment against Tenant or any of Tenant's property pursuant to which the Premises may be taken or occupied by someone other than Tenant;

(d) If Tenant shall file a voluntary petition in bankruptcy or insolvency, or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state or other statute or law, or shall make any assignment for the benefit of creditors or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Tenant, or of all or any part of Tenant's property and, provided further, that within thirty (30) days after the commencement of any such proceeding against Tenant, such proceeding shall not have been dismissed or stayed, or if, within thirty (30) days after the appointment of any trustee, receiver or liquidator of Tenant, or of all or any part of Tenant's Property, without the consent or acquiescence of Tenant, such appointment shall not have been vacated or otherwise discharged, or if any execution or attachment shall be issued against Tenant or any of Tenant's Property pursuant to which the Premises shall be taken or occupied or attempted to be taken or occupied;

(e) If any event shall occur or any contingency shall arise whereby this Lease or the estate hereby granted or the unexpired balance of the Term, would, by operation of law or otherwise, devolve upon or pass to any person, firm or corporation other than Tenant except as is expressly permitted under Article 12; or

(f) Tenant's vacating or abandonment of the Premises without Landlord's prior written consent.

13.2 Effect of Bankruptcy. In the event Tenant becomes a debtor in a case pending under the Bankruptcy Code (11 U.S.C. Section 101 et. seq.), Landlord's right to terminate this Lease shall be subject to the right of the trustee in bankruptcy, or debtor in possession, as the case may be, to assume or assign this Lease. To the extent permitted or allowed by law, the trustee or debtor shall not have the right to assume or assign this Lease, until the trustee or debtor (i) promptly cures all defaults under the lease, (ii) promptly compensates Landlord for monetary damages incurred as a result of such default, and (iii) provides "adequate assurance of future performance", which shall mean, in addition to any other requirements of 11 U.S.C Section 365(b)(3), that all of the following have been satisfied: (a) in addition to rent payable under the Lease, the trustee or debtor shall establish with Landlord a security deposit equal to three months of Fixed Rent; (b) maintain said security deposit in said amount whenever it is drawn upon by Landlord; (c) trustee or debtor must agree that Tenant's business shall be conducted in a first class manner; and (d) the use of the Premises shall not change. If all the foregoing are not satisfied, Tenant shall be deemed not to have provided Landlord with adequate assurance of future performance of this Lease.

#### 14. Remedies of Landlord.

14.1 Remedies. If at any time during the term of this Lease, one or more Events of Default shall

have occurred and shall not have been remedied, then, and in any such case, Landlord, at Landlord's option, may elect to:

(a) terminate this Lease at any time by giving notice of termination to Tenant, and the Term hereof shall expire upon the date prescribed in such notice as fully and completely as if said date were the date herein originally fixed for the expiration of the Term, and Tenant shall thereupon quit and peacefully surrender the Premises to Landlord without payment therefor by Landlord, and Landlord shall be entitled to re-enter the Premises, and remove all persons and property therefrom, either by summary proceedings or by any permissible action or proceeding at law; or

(b) enforce this Lease in accordance with its terms.

14.2 Damages. In the event of the termination of this Lease, or of reentry by summary proceedings, ejectment or by any suitable action or proceeding at law, or by agreement, by reason of default hereunder on the part of Tenant or Tenant's abandonment of the Premises, Tenant shall pay Landlord as damages, at the election of Landlord, either:

(a) sums equal to the Fixed Rent and the Additional Rent payable hereunder which would have been payable by Tenant had this Lease not so terminated, or had Landlord not so reentered the Premises, payable monthly, in advance, but otherwise upon the terms therefor specified herein following such termination or such reentry and until the conclusion of the Term, provided, however, that if Landlord shall re-let the Premises or any portion or portions thereof during said period, Landlord shall credit Tenant with the net rents received by Landlord from such re-letting, such net rents to be determined by first deducting from the gross rents as and when received by Landlord from such re-letting, the expenses incurred or paid by Landlord in terminating the Lease or in reentering the Premises, including reasonable attorneys' fees, and in securing possession thereof, as well as the reasonable expenses of re-letting, including altering and preparing the Premises or any portion or portions thereof for new tenants, brokers' commissions, advertising expenses, and all other expenses properly chargeable against the Premises and the rental therefrom; it being understood that any such re-letting may be for a period shorter or longer than the remaining term of this Lease, but in no event shall Tenant be entitled to receive any excess of such net rents over the sums payable by Tenant to Landlord hereunder, nor shall Tenant be entitled in any suit for the collection of damages pursuant to this subsection to a credit in respect of any net rents from a re-letting, except to the extent that such net rents are actually received by Landlord. If the Premises or any part thereof should be re-let in combination with other space, then proper apportionment shall be made of the rent received from such re-letting and of the expenses of re-letting, and Landlord shall have the right to grant reasonable rent concessions to attract one or more new tenants and to permit the term of any new lease covering part or all of the Premises to be for a shorter or longer period than provided for herein; or

(b) On demand, a liquidated sum which at the time of such termination of this Lease or at the time of any such reentry by Landlord, as the case may be, represents the present value of the aggregate of the Fixed Rent and the Additional Rent payable hereunder which would have been payable by Tenant (conclusively presuming the Additional Rent to be the same as was payable for the year immediately preceding such termination) for the period commencing with such earlier termination of this Lease or the date of such reentry, as the case may be, and ending with the conclusion of the Term, had this Lease not so terminated or had Landlord not so reentered the Premises. For purposes of this Section 14.2(b), present value shall be computed by the application of a discount rate equal to the yield on U.S. Treasury Securities, issued as of the date the Lease terminates, or if none issue on that date, the next closest date thereafter, having a term that most nearly coincides with the unexpired portion of the Term.

14.3 Landlord shall in no event be responsible or liable for any failure to re-let the Premises or any part thereof or for failure to collect any rent due upon any such re-letting.

14.4 In the event Landlord elects to collect damages from Tenant under Section 14.2(a), at any time subsequent to such election and upon ten (10) days prior written notice to Tenant, Landlord may elect to collect a lump sum under Section 14.2(b), crediting Tenant with amounts theretofore received by Landlord as damages.

14.5 INTENTIONALLY OMITTED.

14.6 Landlord, in putting the Premises in good order or preparing the same for re-rental may, at Landlord's option, make, and Tenant shall be liable for such alterations, repairs, replacements, and decorations in the Premises as Landlord, in Landlord's sole judgment, considers advisable and as reasonably necessary for the purpose of re-letting the Premises, and the making of such alterations, repairs, replacements, and decorations shall not operate or be construed to release Tenant from liability hereunder as aforesaid.

14.7 Provision in this Lease of any particular remedy shall not preclude Landlord from pursuing any other remedy available to it, whether in law or in equity.

14.8 Any monies received by Landlord from or on behalf of Tenant during the pendency of any proceeding of the types referred to in this Article 14 shall be deemed paid as compensation for the use and occupation of the Premises, and the acceptance of any such compensation by Landlord shall not be deemed an acceptance of Rent or a waiver on the part of Landlord of any rights under this Article 14.

14.9 Nothing herein contained shall be construed as limiting or precluding the recovery by Landlord against Tenant of any sums or damages to which, in addition to the damages particularly provided above, Landlord may lawfully be entitled by reason of any default hereunder on the part of Tenant.

14.10 In the event of any breach or threatened breach by Tenant or any persons claiming through or under Tenant of any of the agreements, terms, covenants or conditions contained in this Lease, Landlord shall be entitled to enjoin such breach or threatened breach and shall have the right to invoke any right and remedy allowed at law or in equity or by statute or otherwise as if re-entry, summary proceedings or other specific remedies were not provided for in this Lease.

14.11 Tenant hereby waives for itself and all those claiming under it any and all right to redeem the Premises after termination of this Lease in accordance with this Article 14.

**14.12 TENANT, FOR ITSELF AND FOR ALL PERSONS CLAIMING THROUGH OR UNDER IT, HEREBY ACKNOWLEDGES THAT THIS LEASE CONSTITUTES A COMMERCIAL TRANSACTION AS SUCH TERM IS USED AND DEFINED IN SECTION 52-278 OF THE CONNECTICUT GENERAL STATUTES, AND HEREBY EXPRESSLY WAIVES ANY AND ALL RIGHTS WHICH ARE OR MAY BE CONFERRED UPON TENANT BY SAID STATUTORY PROVISION TO ANY NOTICE OR HEARING PRIOR TO A PREJUDGMENT REMEDY.**

**15. Destruction, Fire or other Casualty.**

15.1 If the Building or the Premises shall be damaged or destroyed by flood, fire, tornado, explosion, windstorm, by the elements or other casualty, and this Lease shall not have been terminated as provided in Section 15.4, subject to the rights of a Superior Mortgagee, Landlord shall repair the damage and restore and rebuild the Building and/or the Premises, with reasonable dispatch after notice to it of the damage or destruction; provided, however, that Landlord shall not be required to repair or replace any of Tenant's Property.

15.2 Landlord shall not have any obligation to repair or replace any of Tenant's furniture, equipment or other items of personal property destroyed by fire, storm, earthquake, water or other casualty.

15.3 If the Premises and/or the portions of the Building that provide access to the Premises shall be partially damaged or partially destroyed by flood, fire, tornado, explosion, windstorm, by the elements or other casualty to an extent as to make the Premises untenable, the rents payable hereunder shall be abated to the extent that the Premises shall have been rendered untenable and for the period from the date of such damage or destruction to the date the damage shall be repaired or restored.

15.4 If (i) the Building shall be substantially damaged or destroyed by flood, fire, tornado, explosion, windstorm, by the elements or other casualty, or (ii) the Premises shall be damaged by a risk not covered by Landlord's insurance, or (iii) the Premises shall be damaged during the last year of the Term of this Lease, then Landlord may terminate this Lease by giving Tenant notice to such effect as soon as reasonably possible within ninety (90) days after the date of the casualty, which notice shall be given as in this Lease provided, and thereupon the Term of this Lease shall expire by lapse of time upon the 30<sup>th</sup> day after notice is given and Tenant shall vacate the Premises and surrender the same to Landlord. The Building (whether or not the Premises are damaged), shall be deemed substantially damaged or destroyed if Landlord is required to expend fifty percent (50%) or more of the full replacement value of the entire Building immediately prior to such damage or destruction, in order to restore the damage.

15.5 If the Premises are rendered untenable as a result of damage to the Premises or the portions of the Building that provide access to the Premises, and the Premises is not restored to tenantability within one hundred eighty (180) days after the casualty, then Tenant shall have the right to terminate this Lease, at any time prior to the date that tenantability is restored.

## 16. **Condemnation.**

16.1 If the Building or such part thereof as will render the Premises untenable shall be acquired or condemned for any public or quasi-public use or purpose, this Lease shall end as of the date of the vesting of title in the condemning authority.

16.2 In the event of any such acquisition or condemnation of all or any part of the Premises, Landlord shall be entitled to receive the entire award for any such acquisition or condemnation. Tenant shall have no claim against Landlord or the condemning authority for the value of any unexpired portion of the Term and Tenant hereby expressly assigns to Landlord all of its right, title and interest in and to any such award, and also agrees to execute any and all further documents that may be required in order to facilitate the collection thereof by Landlord. Nothing contained herein shall be deemed to prevent Tenant from making a separate claim in any condemnation proceedings for any moving expenses and for the value of any Tenant's property which would be removable at the end of the Term pursuant to the provisions of this Lease.

## 17. **Subordination and Attornment.**

17.1 **Subordination.** All rights of Tenant hereunder shall be subject and subordinate in all respect to (a) all present and/or future ground leases, overriding leases and underlying leases, (b) all mortgages and building loan agreements, including leasehold mortgages and building loan agreements, which may now or hereafter affect the Building and/or the Premises, in whole or in part, (hereinafter referred to individually as a "**Superior Mortgage**" and collectively as "**Superior Mortgages**") whether or not the Superior Mortgages shall also cover other lands and/or buildings, and (c) each and every advance made or hereafter to be made under the Superior Mortgages and to all renewals, modifications, replacements, substitutions and extensions of the Superior Mortgages. The provisions of this Section 17.1 shall be self-operative and no further

instrument of subordination shall be required; however, if requested by Landlord, in confirmation of such subordination, Tenant shall promptly execute and deliver at its own cost and expense any instrument, in recordable form if required, that Landlord, or the holder of a Superior Mortgage or any of their respective successors in interest may request to evidence such subordination and attornment, and Tenant hereby constitutes and appoints Landlord attorney-in-fact for Tenant to execute any such instrument for and on behalf of Tenant.

17.2 Landlord shall use commercially reasonable efforts to obtain a subordination, non-disturbance and attornment agreement (a "Non-Disturbance Agreement") in favor of Tenant from the present holder of the Superior Mortgage and from future holders of Superior Mortgages, which in all events shall be in such Superior Mortgagee's standard forms. For purposes of this Section 17.2, "commercially reasonable efforts" shall not include payment of consideration to such Superior Mortgagees and Landlord's failure to obtain such a Non-Disturbance Agreement shall not constitute a default by Landlord under this Lease.

17.3 Attornment. If, at any time prior to the expiration of the Term, the holder of a Superior Mortgage shall become the owner of the Property as a result of foreclosure of its mortgage or conveyance of the Property, or become a mortgagee in possession of the Property, Tenant agrees, at the election and upon demand of any owner of the Property, or of the holder of any Superior Mortgage (including a leasehold mortgagee) in possession of the Property, to attorn, from time to time to any such owner or holder upon the then executory terms and conditions of this Lease, provided that such owner or holder, as the case may be, shall then be entitled to the possession of the Premises.

17.4 Modification of Lease. Tenant shall execute and deliver to Landlord within a reasonable period of time any reasonable modifications of this Lease required or requested by the holder or potential holder of a Superior Mortgage, provided that no such modification shall adversely affect Tenant's rights or obligations hereunder.

## 18. Indemnification and Hold Harmless.

18.1 Tenant on behalf of itself and any party holding by, through or under Tenant, agrees to indemnify and hold harmless Landlord, its agents, contractors and employees in the following manner:

(a) against any third party claims attributable to or arising out of an Event of Default under this Lease by Tenant or any party holding by, through or under Tenant for any damages, costs, claims or liabilities, including reasonable attorneys' fees, sustained by Landlord or any party holding by, through or under Landlord;

(b) against any and all claims, damages, losses and liabilities, including reasonable attorneys' fees, whatsoever their nature, cause or origin, excluding, however, loss of profit, special, indirect or consequential damages, attributable in any manner to the omission, fault, willful act, negligence or other misconduct of Tenant, its agents, contractors, employees, licensees or invitees arising out of the use and occupancy of the Premises by Tenant, its agents, contractors, employees, licensees or invitees; and

(c) against any and all damage or injury to the Premises, to Tenant, its agents, contractors, employees, licensees, or invitees unless same is attributable to the omission, fault, willful act, negligence or other misconduct of Landlord, its agents, contractors, employees, licensees or invitees.

## 19. Landlord's Obligations and Liabilities.

19.1 Repair and Maintenance. Except as otherwise provided in this Lease, Landlord agrees to

keep, maintain and repair in good condition the Premises and Building in accordance with Section 8.1. Landlord shall not be responsible to make any improvements or repairs to the Building or the Land other than as provided in Section 8.1 unless expressly provided otherwise in this Lease.

19.2 No Liability for Inconvenience due to Repairs. Except as provided below, Landlord shall not be liable to Tenant for any compensation or reduction of Fixed Rent or Additional Rent by reason of inconvenience or annoyance or for loss of business arising from the necessity of Landlord or its agents entering the Premises for any of the purposes in this Lease authorized, or for repairing the Premises or any portion of the Building. Notwithstanding the foregoing, if Landlord shall enter the Premises as aforesaid and in the course of doing so Tenant's normal business operations are materially and adversely affected (a "Business Interruption") for a period of three (3) consecutive days, then Tenant shall be entitled to an abatement of Fixed Rent due hereunder for the period beginning on the fourth (4<sup>th</sup>) day of such Business Interruption and continuing through and including the date upon which such Business Interruption ceases. In case Landlord is prevented or delayed from making any repairs, alterations or improvements, or furnishing any services or performing any other covenant or duty to be performed on Landlord's part, by reason of Unavoidable Delays, as defined in Article 38, Landlord shall not be liable to Tenant therefor, nor shall Tenant be entitled to any abatement or reduction of rent by reason thereof, nor shall the same give rise to a claim in Tenant's favor that such failure constitutes actual or constructive, total or partial, eviction from the Premises.

19.3 No Liability for Loss or Damage. Unless caused by or resulting from the gross negligence or willful misconduct of Landlord or its agents, Landlord or its agents shall not be liable for any loss or damage to any property of Tenant by theft, nor for any injury or damage to persons or property resulting from any cause of whatsoever nature; nor shall Landlord or its agents be liable for any such damage caused by other tenants of the Building or persons, in, upon or about the Premises or caused by operations in construction of any private, public or quasi-public work.

19.4 Landlord's Interest. In any action brought to enforce the obligations of Landlord under this Lease, any judgment or decree shall be enforceable against Landlord only to the extent of Landlord's interest in the Property and no such judgment shall be the basis of execution on, or be a lien on, assets of Landlord other than its interest in the Property.

19.5 No Eviction or Abatement. Neither (a) the performance by Landlord, Tenant or others of any decorations, construction, repairs, alterations, additions or improvements in, to or on the Building, Common Areas, or the Premises, nor (b) the failure of Landlord or others to make any such decorations, repairs, alterations, additions or improvements, nor (c) any damage to the Premises or to Tenant's property, nor any injury to any persons, caused by other tenants or persons in the Building, or by operations in the construction of any private, public or quasi-public work, or by any other cause, nor (d) any latent defect in the Common Areas, or in the Premises, nor (e) any temporary covering of any windows of the Premises for any reason whatsoever, including Landlord's own acts, nor any permanent covering of any such windows if required by law, order or regulation of Federal, county, state or municipal authorities or by any direction pursuant to law or any public officer, nor (f) any inconvenience or annoyance to Tenant or injury to or interruption of Tenant's business by reason of any of the events or occurrences referred to in the foregoing subdivisions (a) through (e) shall constitute an actual or constructive eviction, in whole or in part, or entitle Tenant to any abatement or diminution of rent, or relieve Tenant of any of its obligations under this Lease, except as may be provided by applicable law. Notwithstanding the foregoing, if any of the foregoing items (a) – (e) shall result in a Business Interruption, then Tenant shall be entitled to an abatement of Fixed Rent due hereunder for the period beginning on the fourth (4<sup>th</sup>) day of such Business Interruption and continuing through and including the date upon which such Business Interruption ceases.

20. **Cumulative Remedies.**

20.1 Each right and remedy of Landlord provided for in this Lease shall be cumulative and shall be in addition to every other right and remedy provided for in this Lease, or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Landlord of any one or more of the rights or remedies provided for in this Lease, or now or hereafter existing at law or in equity or by statute or otherwise, shall not preclude the simultaneous or later exercise by Landlord of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity by statute or otherwise.

21. **Advances by Landlord.**

21.1 If Tenant shall fail to perform any term, covenant or agreement contained herein to be performed by Tenant, within ten (10) days (except in the case of an emergency) after prior written notice from Landlord, Landlord may elect to make reasonable advances to perform the same or to cause the same to be performed, in which event Tenant, shall pay to Landlord all such sums advanced by Landlord, as Additional Rent, on the date on which the next installment of Fixed Rent is due hereunder following delivery by Landlord of an invoice therefor. All such sums advanced by Landlord, shall accrue interest commencing on the date of Landlord's advance at the higher of eight percent (8%) per annum, or the then prime rate plus three percent (3%) of the JP Morgan Chase Bank, N.A., or its successor, in effect on the date of the advance, but in no event higher than the highest rate of interest permitted by law computed from the date of each advance to the date such sums are paid to Landlord. Anything to the contrary herein notwithstanding any such advances made by Landlord shall not be or be deemed a waiver of any default on the part of Tenant in the observance of the terms, covenants and agreements under this Lease or of any rights or remedies of Landlord upon any such default.

22. **No Waiver by Landlord.**

22.1 The failure of Landlord to insist in any instance on strict performance of any covenant or condition hereof, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition or option in any other instance. Unless otherwise expressly provided herein, this Lease cannot be changed or terminated except in writing.

23. **Landlord's Right to Exhibit the Premises.**

23.1 During the last six (6) months of the Term of this Lease, Landlord or its agents or designees may have admission to the Premises at all reasonable hours and upon advance notice for the purpose of exhibiting the same to prospective tenants of all or any part of the Building.

24. **No Acceptance of Surrender.**

24.1 No act or thing done by Landlord or Landlord's agents or employees during the Term of this Lease shall be deemed to accept a surrender of the Premises by Tenant and a termination of this Lease, or shall be valid, unless in writing, signed by Landlord.

25. **Quiet Enjoyment.**

25.1 If and so long as Tenant pays the Fixed Rent, Additional Rent and all other sums agreed to be paid by the Tenant under this Lease and performs and observes the terms, covenants and agreements in this Lease provided to be performed and observed by Tenant, no actions shall be taken, or omissions caused, by Landlord or any party claiming under or through Landlord that will deny to the Tenant quiet enjoyment

of the Premises.

26. **Estoppel Certificates.**

26.1 Within ten (10) business days after receipt of request therefor, Tenant will certify to the Landlord and to any party named by Landlord, (a) that as of the date of such certification, whether or not this Lease is in full force and effect; (b) whether or not Landlord is in default in keeping, observing or performing any term, covenant, agreement, provision, condition or limitation contained in this Lease, and, if in default, specifying each such default and whether or not to the best knowledge of the person making such certification, any event has occurred which with the passage of time, the giving of notice, or both would constitute a default hereunder; (c) the last day to which the Fixed Rent and Additional Rent payable under this Lease have been paid; and (d) that Tenant neither has nor claims to have any right of set-off or deduction against the payment of Fixed Rent or Additional Rent, or if a right of set-off or deduction is alleged, specifying the nature and extent thereof.

27. **Common Areas; Parking.**

27.1 **Control of Common Areas.** The Common Areas shall at all times be subject to the exclusive control and management of Landlord, Landlord shall have the right from time to time to establish, modify and enforce reasonable rules and regulations with respect to the Common Areas, and Tenant agrees, after notice thereof, to abide by such rules and regulations and to cause its officers, employees, agents, customers and invitees to conform thereto. Landlord shall operate, manage, equip, repair, landscape, and maintain the Common Areas, for their intended purposes. Subject to Section 35.1, Landlord's rights respecting the Common Areas shall include (but shall not be limited to) the following:

- (a) to maintain and operate lighting facilities serving the Common Areas;
- (b) to supervise the Common Areas;
- (c) from time to time to change the area, location and arrangement of parking areas, parking spaces and other Common Area facilities, to make installations therein and to move or remove such installations, and to change the location of, or permanently diminish or discontinue the use of any portion of the Common Areas;
- (d) to restrict parking by Tenants, their officers, agents, employees, customers and invitees, to designated areas and to specific parking spaces;
- (e) to discontinue, or restrict the use of, any portion of the Common Areas to such extent, and for such period of time, as may in the opinion of Landlord's counsel be necessary to prevent a dedication thereof or the accrual of any rights to any person or the public therein;
- (f) to temporarily suspend the use of all, or any portion of, the Common Areas; and
- (g) to take any other action with respect to the Common Areas, as Landlord, in its sole, but reasonable, discretion, shall determine to be advisable.

27.2 **No Abatement or Diminution.** Except as otherwise specifically provided for by this Lease, Tenant shall not be entitled to any compensation or diminution or abatement of Fixed Rent or Additional Rent by reason of Landlord's exercise of any right or rights respecting Common Areas reserved pursuant to this Article 27, nor shall the exercise of any such right be deemed a constructive or actual eviction.

27.3. Parking.

(a) Parking. If and so long as this Lease is in full force and effect, Landlord will provide Tenant, at no incremental cost to Tenant, with access to the shared parking areas located at the Property for the parking automobiles for Tenant's personnel and visitors. If Landlord elects to designate a specific parking zone or parking spaces for Tenant's use, Tenant shall require its personnel and visitors to park their vehicles only in the parking zone or spaces designated by Landlord for Tenant's use for its personnel and visitors. Unless specifically designated as Tenant parking spaces, all parking by Tenant's personnel and visitors shall be on a "first come, first served" basis. Tenant, its personnel and visitors shall not at any time park any trucks or delivery vehicles in any of the parking areas.

(b) No Liability. All use of parking spaces and any other parking areas by Tenant, its personnel and visitors will be at their own risk, and Landlord shall not be liable for any injury to person or property, or for loss or damage to any vehicle or its contents, resulting from theft, collision, vandalism or any other cause whatsoever.

(c) No Overnight Parking. There shall be no overnight parking (except in accordance with Landlord's rules and regulations thereon), and Tenant shall cause its personnel and visitors to remove their vehicles from the parking area at the end of the working day (except in the case of an employee's business travel). If any vehicles owned by Tenant or by its personnel or visitors remains in the parking area overnight and the same interferes with the cleaning or maintenance of said area, any costs or liabilities incurred by Landlord in removing said vehicle to effectuate cleaning or maintenance, or any damages resulting to any vehicle or to Landlord's equipment or equipment owned by others, by reason of the presence of or removal of said vehicle during such cleaning or maintenance shall be paid by Tenant to Landlord, as Additional Rent.

28. Notices.

28.1 Any and all notices, consents, approvals, requests and other communications (collectively, "Notices") required to be given or served by the terms and provisions of this Lease, either by Landlord to Tenant, or by Tenant to Landlord, shall be in writing and signed by the party giving the notice, or by a duly authorized officer or representative of a corporate party, and shall be given (i) by certified or registered mail and shall be deemed delivered on the second business day after the date so mailed; (ii) by reputable overnight/express carrier, such as Federal Express, and shall be deemed delivered on the next business day after the date deposited with the carrier; or (iii) by hand, and shall be deemed delivered upon receipt thereof. Notice on behalf of either party shall be addressed to that party at the address set forth below, or to such other address as that party hereafter shall furnish by such form of notice to the other party:

To Landlord:

with a copy to:

To Tenant:



33. **Recordation of Lease.**

33.1 In no event shall Tenant have the right to record this Lease and any such recording shall constitute an Event of Default.

34. **Surrender; Holdover.**

34.1 **Surrender.** On the last day of the Term, or upon any earlier termination of this Lease, or upon any re-entry by Landlord upon the Premises, Tenant shall, at its own expense, quit and surrender the Premises to Landlord broom clean (as to the Premises), in good order, condition and repair except for ordinary wear, tear and damage by fire or other insured casualty, together with all improvements which have been made upon the Premises. Tenant shall remove from the Premises and the Building all of Tenant's personal property, including, without limitation all furniture, trade fixtures and equipment and all personal property and personal effects of all persons claiming through or under Tenant, except as previously agreed by Landlord and Tenant, shall pay the cost of repairing all damage to the Premises and the Building occasioned by such removal and shall deliver all keys and pass cards to Landlord.

34.2 **Indemnity.** If the Premises are not surrendered on or before thirty (30) days following the expiration of the Term, Tenant shall indemnify Landlord against loss or liability resulting from delay by Tenant in so surrendering the Premises, including any claims made by any succeeding tenant founded on such delay.

34.3 **Holdover.** After the expiration of the Term, or any extension thereof, if Tenant shall continue in possession thereafter, such possession shall be on a month-to-month basis upon the same terms of this Lease, but at one hundred fifty (150%) of the Fixed Rent payable during the last month of the preceding expired Term until terminated at the end of the month by either party upon thirty (30) days' advance written notice to the other party. Nothing contained herein shall be construed as a consent by the Landlord to a holdover by Tenant.

34.4 Tenant's obligations under this Article 34 shall survive the Expiration Date or sooner termination of this Lease.

35. **Access; Change in Facilities.**

35.1 **Change in Facilities.** Landlord reserves the right, at any time, without incurring any liability to Tenant therefor, to make such changes in or to the Building and the fixtures and equipment of the Building, as well as in the entrances, passageways, halls, doors, doorways, corridors, elevators, escalators, stairs, toilets and other public parts of the Building, as it may reasonably deem necessary or desirable, provided any such change does not deprive Tenant of access to the Premises, interfere with the use of the Premises, nor reduce the area of the Premises in excess of five percent (5%) in the aggregate (provided an appropriate adjustment in Fixed Rent due to such reduction in the area of the Premises is made).

35.2 **Installation of Pipes, Ducts, Conducts, etc.** Tenant shall permit Landlord to install, use and maintain pipes, ducts and conduits within or through the Premises, or through the walls, columns and ceilings therein, provided that the installation work is performed at such times and by such methods as will not unreasonably interfere with Tenant's use and occupancy of the Premises, or damage the appearance thereof.

35.3 **Right of Access.** Landlord or Landlord's agents shall have the right to enter the Premises at all reasonable times for any of the purposes specified in this Article 35 and (a) to examine the Premises

or for the purpose of performing any obligation of Landlord or exercising any right or remedy reserved to Landlord in this Lease; (b) to make such decorations, repairs, alterations, improvements or additions, or to perform such maintenance, including the maintenance of all air-conditioning, elevator, plumbing, electrical, sanitary, mechanical and other service or utility systems as Landlord may reasonably deem necessary or desirable; (c) to take all materials into and upon the Premises that may be required in connection with any such decorations, repairs, alterations, improvements, additions or maintenance; and (d) to alter, renovate and decorate the Premises at any time during the Term if Tenant shall have removed all or substantially all of Tenant's Property from the Premises.

35.4 No Eviction. The exercise of any right reserved to Landlord in this Article 36 shall not constitute an actual or constructive eviction, in whole or in part, or entitle Tenant to any abatement or diminution of rent, or relieve Tenant from any of its obligations under this Lease, or impose any liability upon Landlord or Landlord's agents.

36. **Integration of Agreement and Amendments.**

36.1 This Lease contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein, shall be of any force or effect. If any term or provision of this Lease shall be invalid or unenforceable, the remaining terms and provisions hereof shall not be affected thereby. This Lease shall not be amended except by a writing executed by Landlord and Tenant.

37. **Security Deposit.**

37.1 Security Deposit. Upon execution of this Lease, Tenant shall deliver to Landlord the sum of **Five Thousand and 00/100 Dollars (\$5,000.00)**, as security for Tenant's full and punctual performance of any and all of the terms of this Lease (the "Security Deposit"). Except as provided for in this Section 37.1, Tenant shall not be entitled to apply any portion of the Security Deposit against Fixed Rent or Additional Rent due and owing hereunder.

37.2 Return of Security Deposit. To the extent Landlord holds any Security Deposit at the time of the expiration or earlier termination of this Lease, such Security Deposit shall be returned to Tenant, without interest thereon, after the expiration or earlier termination of the Term, provided Tenant has paid all Fixed Rent and Additional Rent, and has otherwise fully performed hereunder. Landlord shall have the right to apply any part of said Security Deposit to cure any default of Tenant and, if Landlord does so, Tenant shall upon demand deposit with Landlord the amount so applied. Tenant's failure to remit a sufficient amount to restore the Security Deposit to the sum originally deposited within ten (10) days after delivery to Tenant of written notice by Landlord shall constitute an Event of Default under this Lease. In the event of a sale of the Building, a lease or sublease of the Building, subject to this Lease, Landlord shall have the right to transfer the Security Deposit to the vendee, sublessee, or assignee, and Landlord shall thereupon be released from all liability for the return of such Security Deposit and Tenant shall look solely to the new landlord for the return of said Security Deposit. This provision shall apply to every transfer or assignment made of the Security Deposit to a new landlord. The Security Deposit shall not be assigned or encumbered by Tenant and any attempted assignment or encumbrance by Tenant shall be void.

38. **Unavoidable Delays.**

38.1 In the event Landlord shall be delayed in the performance of any act or obligation hereunder by reason of Unavoidable Delays, then performance of such act or obligation shall be excused for the period of the delay, the period for the performance of any such act or obligation shall be extended for a period equivalent to the period of such delay and, except as provided for in Article 15, the obligations

of Tenant to pay rent and perform all of the terms, covenants and conditions on the part of Tenant to be performed shall in no way be affected, impaired or excused as a result of such delay. In the event Tenant shall be delayed in the performance of any act or obligation hereunder by reason of Unavoidable Delays, then performance of such act or obligation shall similarly be excused for the period of delay and the period for performance of same shall be extended for a period equivalent to the period of such delay; provided, however, that in no event shall Tenant be excused from the payment of Fixed Rent or Additional Rent by reason of Unavoidable Delays.

38.2 For purposes of this Lease, “Unavoidable Delays” shall mean any and all delays beyond Landlord’s or Tenant’s reasonable control, including, without limitation, delays caused by the other party, governmental restrictions, governmental regulations, governmental controls, order of civil, military or naval authority, governmental preemption, strikes, labor disputes, lock-outs, shortage of labor or materials, inability to obtain materials or reasonable substitutes therefor, Acts of God, fire, earthquake, floods, explosions, actions of the elements, extreme weather conditions, undue precipitation, other weather conditions, enemy action, civil commotion, riot or insurrection, epidemic, pandemic or similar viral outbreak, fire or other occurrence outside of either party’s reasonable control.

39. **Rules and Regulations.**

39.1 Tenant and Tenant’s servants, employees, agents, visitors and licensees shall observe faithfully and comply strictly with any reasonable Rules and Regulations for the Building as Landlord, or Landlord’s agents, may from time to time adopt. To the extent possible, Landlord shall enforce the Rules and Regulations uniformly to all tenants in the Building; provided, however, nothing in the Lease shall be construed to impose upon Landlord any duty or obligation to enforce such Rules and Regulations. Landlord shall not be liable to Tenant for violation of the Rules and Regulations by any other tenant, its servants, employees, agents, visitors, or licensees. In the event any such Rule or Regulation conflicts with any provision of this Lease, said provision of this Lease shall control. The current Rules and Regulations in effect with respect to the Building are attached hereto as Schedule E and made a part hereof.

40. **Governing Law.**

40.1 This Lease shall be construed and enforced in accordance with the Laws of the State of Connecticut.

41. **Renewal Options.** .

(a) Provided that Tenant shall not be in default at any time hereunder, Tenant shall, at its option, have the right to renew this Lease for up to two (2) consecutive periods of five (5) Lease Years each (each a “Renewal Period”), commencing on the day following the Expiration Date of the original Term or the first Renewal Period, as the case may be. Each Renewal Period shall be on the same covenants, terms and conditions as contained herein except with respect to annual Fixed Rent and with respect to these options to renew. Tenant shall exercise the renewal option by providing written notice to Landlord of its desire to exercise said option at least nine (9) months but no more than twenty-four (24) months before the expiration of the original Term of this Lease or the first Renewal Period, as the case may be, time being of the essence. If Tenant shall fail to exercise the option hereunder, said option, and any remaining options shall become null and void and of no further force or effect. The annual Fixed Rent for the first year of each Renewal Period shall be equal to the Market Value Rent (as hereinafter defined) of the Premises calculated as of the Determination Date (as hereinafter defined), with annual increases of three percent (3.0%), provided that in no event shall the annual Fixed Rent be less than the annual Fixed Rent payable for the Lease Year immediately preceding the first year of the Renewal Period. The term “Market Value Rent” shall mean the annual fair market rental value of the Premises calculated as of the Determination

Date. The term “Determination Date” shall mean the first day of the Renewal Period. The initial proposal of Market Value Rent shall be made by Landlord, and Landlord shall give written notice to Tenant of its proposed Market Value Rent at least three (3) months prior to the Determination Date. If Landlord and Tenant shall fail to agree upon the Market Value Rent proposed by Landlord within thirty (30) days after receipt by Tenant of Landlord’s notice thereof, then the Market Value Rent shall be determined in accordance with the appraisal procedures set forth below in Section 41.1(b).

(b) In the event that Landlord and Tenant are unable to agree upon Market Value Rent for the Premises, appraisals shall be obtained from two M.A.I. certified real estate appraisers experienced in appraising major commercial properties for major commercial institutions with at least five years’ experience as M.A.I. real estate appraisers in Fairfield County (with Landlord and Tenant each choosing one such appraiser). Should the two appraisals be divergent by less than ten percent (10%), their average shall be deemed the Market Value Rental Rent. Should the two appraisals be divergent by more than ten percent (10%), a third appraiser shall be designated by the first two appraisers. In the event that the first two appraisers cannot agree upon a third appraiser within five (5) days thereafter, either party upon notice to the other party, may request such appointment by the American Arbitration Association in Hartford, Connecticut (or any successor thereto), or upon its failure refusal or inability to act, may apply for such appointment to a court of competent jurisdiction. If the highest value set by one of the appraisers is more than one hundred ten percent (110%) of the next lower value set by another appraiser, then the higher value shall be decreased to an amount equal to one hundred ten percent (110%) of the next lower value; and/or if the lowest value set by one of the three appraisers is less than ninety percent (90%) of the next higher value set by another appraiser, then the lowest value shall be increased to an amount equal to ninety percent (90%) of the next higher value. The three (3) values, adjusted as above provided, shall be added together and divided by three (3), and the amount resulting shall represent Market Value Rent. Each party shall pay its own counsel fees and expenses, if any, in connection with any appraisal under this paragraph, including the expenses and fees of any appraiser selected by it in accordance with the provisions of this paragraph; and the parties shall share equally any other costs, including the cost of the third appraiser. The determination rendered in accordance with the provisions of this paragraph shall be final and binding in fixing the Market Value Rent. The arbitrators and appraisers shall not have the power to add to, modify, or change any of the provisions of the Lease.

(c) If for any reason the Market Value Rent shall not have been determined prior to any Determination Date, then until the Market Value Rent shall have been finally determined, Fixed Rent payable subsequent to such Determination Date shall be at a rate equal to the Market Value Rent proposed by Landlord. Upon such final determination, an appropriate adjustment shall be made reflecting such final determination, and Landlord or Tenant, as the case may be, shall pay the other any overpayment or deficiency, as the case may be, from the applicable Determination Date to the date of such final determination.

42. **Miscellaneous.**

42.1 **Personal Guaranty.** As a condition precedent to Landlord’s entering this Lease, Francesco Buscema and Aytan Eviner shall execute and deliver to Landlord a joint and several personal guaranty of all of Tenant’s duties and obligations under this Lease, in the form attached hereto as Exhibit 42.1.

42.2 **Signage.** Tenant shall be entitled to affix, at Tenant’s expense, an interior sign bearing its name to the wall outside of the main entrance of the Premises and an exterior monument sign subject to Tenant obtaining (at its expense) requisite municipal approvals. The size, configuration and location of Tenant’s interior sign and exterior monument (which shall accommodate signs of similar size of other tenants occupying space in the Building) will be subject to Landlord’s approval which will not be unreasonably withheld.

42.3 Telephone/Computer; Alarm Systems. Landlord shall not be responsible for the provision of telephone systems, internal alarm systems, computer/POS systems, telephone routers, data routers and/or internet systems.

42.4 Due Authority. Each individual executing this Lease on behalf of Tenant represents and warrants that he/she is duly authorized to execute and deliver the Lease on behalf of said corporation, partnership, limited liability company or other Tenant entity, whichever is applicable, and that this Lease is binding upon such entity.

42.5 Exhibits. All Exhibits and Schedules referred to in and attached to this Lease are hereby made a part of this Lease.

42.6 Severability. If any term or provision of this Lease is to any extent held invalid or unenforceable, the remaining terms and provisions of this Lease will not be affected thereby, but each term and provision of this Lease will be valid and be enforceable to the fullest extent permitted by law.

*[Signature Page Follows]*

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

**LANDLORD**

In the presence of:

\_\_\_\_\_  
Witness –

\_\_\_\_\_  
Witness –

By: \_\_\_\_\_

**TENANT**

\_\_\_\_\_  
Witness –

\_\_\_\_\_  
Witness –

By: \_\_\_\_\_

STATE OF CONNECTICUT )  
 ) ss.: Trumbull  
COUNTY OF FAIRFIELD )

On this the \_\_\_\_ day of July, 2021, before me, the undersigned officer, personally appeared \_\_\_\_\_ who acknowledged himself to be the Manager of Connecticut limited liability company, and that he, as such Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained and acknowledged the same to be his free act and deed individually and as such Manager, and the free act and deed of the company.

IN WITNESS WHEREOF, I hereunto set my hand.

---

Commissioner of Superior Court  
Notary Public  
My Commission Expires:

STATE OF CONNECTICUT )  
 ) ss.: Trumbull  
COUNTY OF FAIRFIELD )

On this the \_\_\_\_ day of July, 2021, before me, the undersigned officer, personally appeared \_\_\_\_\_ who acknowledged himself to be the Manager of limited liability company, and that he, as such Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained and acknowledged the same to be his free act and deed individually and as such Manager, and the free act and deed of the company.

IN WITNESS WHEREOF, I hereunto set my hand.

---

Commissioner of the Superior Court  
Notary Public  
My Commission Expires:

**SCHEDULE A**

**PROPERTY DESCRIPTION**

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

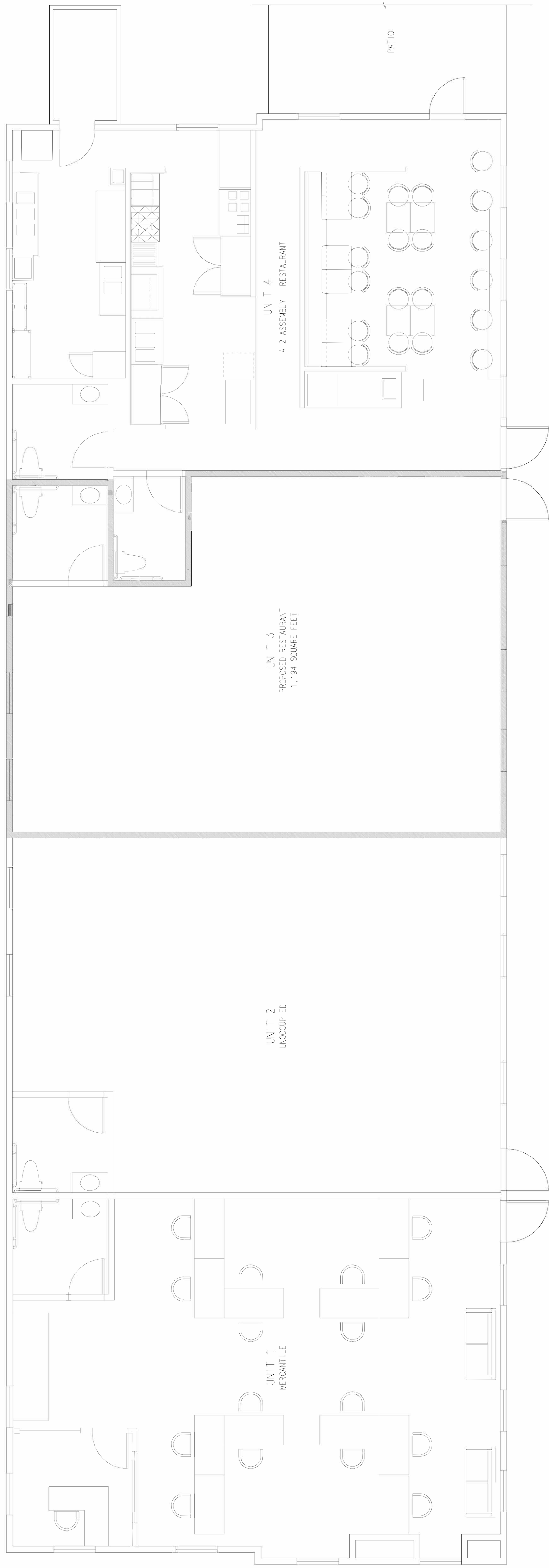
NORTHWESTERLY	by land now or formerly of John Bayusik, in part, and in part by land now or formerly of Ruth and John Kekac, in all, 200 feet, more or less;
NORTHEASTERLY	by land now or formerly of Ruth and John Kekac, 308 feet, more or less;
SOUTHEASTERLY	by Trumbull-Monroe Road, Route 111, 203 feet, more or less;
SOUTHWESTERLY	by land now or formerly of John and Ruth Kekac, 308 feet, more or less.

Being the same premises described in Warranty Deed dated July 24, 1944 and recorded on July 31, 1944 in Volume 54, Page 155, less that portion thereof conveyed to the State of Connecticut by Quit Claim Deed recorded in Volume 62, Page 578 on May 25, 1949.

The above premises are also known as No. 123 Monroe Turnpike.

**SCHEDULE B**

**FLOOR PLAN OF PREMISES**



THIS DRAWING IS THE PROPERTY OF THE ARCHITECT AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT.

**ARCHITECTURAL**  
SERVICES  
3 LAFFETTE STREET, MILFORD, CONNECTICUT 06450 203 878-4288 A.S. OLIVER, ARCHITECT

REVISIONS:  
DRAWN BY: MCM  
CHECKED BY: 11/23/21A1

SCALE: 1/8"=1'-0"  
DATE: 29 MAR 2021

## SCHEDULE C

### LANDLORD'S WORK

- Water and utilities, including phone, gas and sewer to be stubbed/brought to Premises
- ADA compliant bathroom with toilet, sink, handrail, ventilation ductwork and fan
- HVAC system (4-ton unit)
- 20 electrical outlets wired to panel
- Sheetrock ceilings and walls, per fire code
- Standard fire alarm with three (3) detectors
- 15 recessed lighting fixtures
- 200-amp electrical service

## SCHEDULE D

### RULES AND REGULATIONS

1. Tenant agrees, for itself, its employees, agents, clients, customers, licensees, invitees and guests, to comply with the following rules and regulations and with such reasonable modifications thereof and additions thereto as Landlord may make, from time to time, for the Building.

2. Any sign, lettering, picture, notice or advertisement installed within Tenant's Premises which is visible to the public from within the Building shall be installed at Tenant's cost and only in such manner, character and style as Landlord may approve in writing which approval shall not be unreasonably withheld. No sign, lettering, picture, notice or advertisement shall be placed on any outside window or in any position so as to be visible from outside the Building or from any atrium or lobbies of the Building.

3. Tenant shall not use the name of the Building or use pictures or illustrations of the Building in advertising or other publicity, without prior written consent of Landlord, which consent shall not be unreasonably withheld.

4. Tenant, its customers, invitees, licensees and guests shall not obstruct sidewalks, entrances, passages, courts, corridors, vestibules, halls, elevators and stairways in and about the Building. Tenant shall not place objects against glass partitions or doors or windows or adjacent to any open common space which would be unsightly from the Building corridors or from the exterior of the Building, and will promptly remove the same upon notice from Landlord.

5. Tenant shall not make noises, cause disturbances, create vibrations, odors or noxious fumes or use or operate any electrical or electronic devices or other devices that emit sound, waves or are dangerous to other tenants and occupants of the Building or that would interfere with the operation of any device or equipment or radio or television broadcasting or reception from or within the Building or elsewhere, and shall not place or install any projections, antennae, aerials or similar devices inside or outside of the Premises.

6. Tenant shall not make any room-to-room canvass to solicit business from other tenants in the Building and shall not exhibit, sell or offer to sell, use, rent or exchange any item or services in or from the Premises unless ordinarily embraced within the Tenant's use of the Premises as specified in this Lease.

7. Tenant shall not waste electricity or water and agrees to cooperate fully with Landlord to assure the most effective operation of the Building's heating and air conditioning and shall refrain from attempting to adjust any controls. Tenant shall keep public corridor doors closed.

8. Door keys and/or cards for doors in the Premises will be furnished at the commencement of the Lease by Landlord. Tenant shall not affix additional locks on doors and shall purchase duplicate keys only from Landlord. Notwithstanding the foregoing, Tenant shall have the right to install a key card or other security system to access the Premises; provided that Tenant shall coordinate with Landlord's security vendor to ensure that the Premises access system is compatible with the Building access system. Tenant shall provide Landlord with access thereto. When the Lease is terminated, Tenant shall return all keys to Landlord and will provide to Landlord the means of opening any safes, cabinets or vaults left in the Premises.

9. Tenant assumes full responsibility for protecting its space from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed and

secured.

10. Peddlers, solicitors and beggars shall be reported to the office of the Building or as Landlord otherwise requests.

11. Tenant shall not install nor operate machinery or any mechanical devices of a nature not directly related to Tenant's ordinary office use of the Premises without the written permission of the Landlord.

12. No person or contractor not employed by Landlord shall be used to perform window washing, cleaning, decorating, repair or other work in the Premises, without first providing Landlord with written evidence of all insurance required hereunder.

13. Tenant shall not:

- (a) Use the Premises for lodging or for any immoral or illegal purposes;
- (b) Use the Premises to engage in the manufacture or sale of, or permit the use of, any spirituous, fermented, intoxicating or alcoholic beverages on the Premises;
- (c) Use the Premises in the manufacture or sale of or permit the use of any illegal drugs.

14. In no event shall any person bring into the Building inflammables such as gasoline, kerosene, naphtha and benzene, or explosives or firearms or any other article of intrinsically dangerous nature. If by reason of the failure of Tenant to comply with the provisions of this paragraph, any insurance premium payable by Landlord for all or any part of the Building shall at any time be increased above normal insurance premiums for insurance not covering the items aforesaid, Landlord shall have the option to either terminate the Lease or to require Tenant to make immediate payment for the whole of the increased insurance premium.

15. If Tenant desires signal, communication, alarm or other utility or service connection installed or changed, the same shall be made at the expense of Tenant, with approval and under direction of Landlord, but only if Tenant's systems or service connections will interface or interfere with the comparable Building system.

**EXHIBIT 42.1**

**FORM OF PERSONAL GUARANTY**

**UNCONDITIONAL LEASE GUARANTY**

In consideration of the agreement of \_\_\_\_\_ (“Landlord”), to enter into a certain lease dated July \_\_\_\_, 2021, for the premises located at 123 Monroe Turnpike, Trumbull, Connecticut 06611 (the “Lease”), with \_\_\_\_\_ a Connecticut limited liability company (“Tenant”), \_\_\_\_\_ an individual having an address at \_\_\_\_\_ Connecticut 06611, and \_\_\_\_\_ an individual having an address at \_\_\_\_\_ (each a “Guarantor” and, together the “Guarantors”) do hereby jointly and severally guaranty to Landlord, its successors and assigns, the full sum and timely payment of all installments of rent and other sums due to Landlord under the Lease and the full and timely performance of all the conditions, provisions and covenants to be performed by Tenant under the Lease (this agreement being a “Guaranty”). Guarantors agree that Landlord shall not be first required to seek or obtain a judgment against Tenant, or institute any proceeding or take any other action with respect to Tenant, before Landlord can enforce its rights under this Guaranty.

1. Guaranty. Guarantors jointly and severally guaranty that all sums stated in the Lease to be payable by Tenant will be promptly paid in full when due, whether at maturity, by acceleration or otherwise, in accordance with the provisions thereof, and that Tenant will perform and observe each and every covenant, agreement, term and condition in the Lease to be performed or observed by Tenant. Unless otherwise set forth herein, terms used herein and not defined shall have the meanings ascribed to them in the Lease.

2. Limitation. Notwithstanding anything to the contrary contained herein, Guarantors shall jointly and severally guaranty the full amount payable by Tenant under the Lease as provided in Section 1 for the first three (3) Lease Years (as defined in the Lease). Beginning with the fourth (4<sup>th</sup>) Lease Year, the payment obligation of Guarantors shall automatically be to an amount equal to the sum of (a) twelve (12) months of Fixed Rent at the rate then in effect as of the date of the Event of Default by Tenant under the Lease, plus (b) twelve (12) months of Tenant’s Proportionate Share of Operating Expenses and Taxes (as defined in the Lease) for the calendar year in which the Event of Default by Tenant under the Lease, plus (c) any and all costs and expenses, including actual and reasonable attorneys’ fees and expenses, actually incurred by Landlord in connection with the collection of the amounts payable by Guarantors pursuant to (a) and (b) above.

3. Absolute Nature; Costs of Collection. This Guaranty shall be irrevocable, absolute and unconditional, and if for any reason any such sums due under the Lease or any part thereof, shall not be paid promptly when due, Guarantors will immediately pay the same to Landlord pursuant to and in accordance with the provisions of the Lease, regardless of any rights of set-off or counterclaim which Tenant may have or assert; regardless of whether Landlord shall have taken any steps to enforce any rights against Tenant or any other person to collect such sum, or any part thereof; and regardless of any other condition or contingency. Guarantors shall also pay to Landlord such further amount as shall be sufficient to cover the cost and expense of collecting such sums, or part thereof, or of otherwise enforcing the Lease or this Guaranty, including without limitation, in any case, reasonable counsel fees, court costs and other litigation expenses. Upon Tenant's failure to perform or observe any covenant, agreement, term or condition in the Lease to be performed or observed by Tenant, Guarantors will promptly perform and

observe the same or cause the same promptly to be performed or observed.

4. No Release; Bankruptcy.

(a) The obligations, covenants, agreements and duties of Guarantors under this Guaranty shall in no way be released, affected or impaired by reason of the happening from time to time of any of the following which may occur without notice to or the consent of Guarantors:

(i) the waiver by Landlord of the performance or observance by Tenant or Guarantors of any of the agreements, covenants, terms of conditions contained in the Lease or this Guaranty;

(ii) the extension, in whole or in part, of the time for payment by Tenant or Guarantors of any sums owing or payable under the Lease or this Guaranty, or of any other sums or obligations under or arising out of or on account of the Lease or this Guaranty, or the extension or renewal of the Lease or this Guaranty;

(iii) any assignment of the Lease or subletting of the premises demised thereunder or any part thereof;

(iv) the modification or amendment of any of the obligations of Tenant or Guarantors under the Lease or this Guaranty;

(v) any failure, omission or delay on the part of Landlord to enforce, assert or exercise any right, power or remedy conferred on or available to it in or by the Lease or this Guaranty, or any action on the part of Landlord granting indulgence or extension in any form whatsoever;

(vi) the voluntary or involuntary liquidation, dissolution, sale of all or substantially all of the assets, marshaling of assets and liabilities, receivership, conservatorship, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition or readjustment of, or other similar proceeding affecting, Tenant or any of its assets, or the rejection or disaffirmance of the Lease by Tenant or Tenant's trustee in any such proceeding;

(vii) the release of Tenant or Guarantors from the performance or observance of any of the agreements, covenants, terms or conditions contained in the Lease or this Guaranty by operation of law; or

(viii) the inability of Landlord to enforce any provision of the Lease against Tenant for any reason.

(b) Landlord's recovery against Guarantors hereunder shall not be affected by the amount of any allowable claim in a bankruptcy proceeding involving Tenant or any other proceeding of the type described in subparagraph (a)(vi) herein and involving Tenant.

5. Adequate Consideration. Guarantors hereby represent and acknowledges that:

(a) Guarantors own a significant equity interest in the Tenant;

(b) Guarantors will receive a direct benefit from the Lease;

(c) Landlord would not enter into the Lease without the delivery of this Guaranty; and

(d) Landlord's willingness to enter into the Lease with Tenant represents valuable and sufficient consideration for the delivery of this Guaranty.

6. Miscellaneous.

(a) This Guaranty may not be modified or amended, except by a written agreement duly executed by Guarantor and Landlord.

(b) All of Guarantors' obligations under this Guaranty are independent of the obligations of Tenant under the Lease and that a separate action may be brought against Guarantors, whether or not an action is commenced against Tenant under the Lease.

(c) This Guaranty shall be governed by Connecticut law without regard to its conflicts of laws principals. In the event it becomes necessary for the Landlord to enforce this Guaranty by legal action, Guarantors hereby agree that jurisdiction and venue of such action shall be in Fairfield County, Connecticut and Guarantor hereby irrevocably and unconditionally submits himself or herself to the jurisdiction of the courts of the State of Connecticut in connection therewith.

(d) This Guaranty shall bind and inure to the benefit of successors and assigns of Landlord and Guarantors.

(e) GUARANTORS IRREVOCABLY AND UNCONDITIONALLY WAIVE ALL RIGHT TO TRIAL BY JURY AS TO ANY ISSUE RELATING HERETO IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS GUARANTY. GUARANTORS HEREBY ACKNOWLEDGE THAT THIS GUARANTY CONSTITUTES A "COMMERCIAL TRANSACTION", AS SUCH TERM IS USED AND DEFINED IN CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES, AS AMENDED, AND TO THE EXTENT NOT EXPRESSLY PROHIBITED BY LAW GUARANTORS HEREBY WAIVE HIS OR HER RIGHT TO ANY PREJUDGMENT REMEDY HEARING AS THEREIN OR ELSEWHERE PROVIDED.

(f) All capitalized terms not defined herein shall have the same meanings ascribed thereto in the Lease.

*[Signature Page Follows]*

