

GROUND LEASE

BY AND BETWEEN

**CITY OF WEST HAVEN,
a municipal corporation organized and existing
under the laws of the State of Connecticut**

(“Landlord”)

and

**ROCK STREET BREWERY, LLC,
a Delaware limited liability company**

(“Tenant”)

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The following exhibits are attached hereto and incorporated herein by this reference:

- Exhibit A - Legal Description of Premises
- Exhibit B - Site Plan
- Exhibit C - Construction Obligations
- Exhibit D - Confirmation Letter
- Exhibit E - Tenant Estoppel Certificate

LEASE SUMMARY

This Lease Summary is attached to and incorporated into that certain Lease between Landlord and Tenant as defined below. For purposes of the attached Lease, the following terms shall have the following meanings:

Effective Date of Lease:	October , 2023
Premises:	That certain parcel of land containing approximately 3.4 acres of land and all improvements and personal property located thereon as <u>Exhibit “B”</u> and more particularly described in <u>Exhibit “A-1”</u> attached hereto
Landlord:	CITY OF WEST HAVEN , a municipal corporation organized and existing under the laws of the State of Connecticut
Landlord’s Notice Address:	CITY OF WEST HAVEN 355 Main Street West Haven, CT 06510 Attn: Corporation Counsel Telephone: 203-937-3600
With a copy to:	SUSMAN DUFFY & SEGALOFF, P.C. 700 State Street, Suite 100 New Haven, CT 06511 Attn: Karen Kravetz Esq. Telephone: (203) 624-9830 kkravetz@susmanduffy.com
Tenant:	ROCK STREET BREWERY, LLC , a Delaware limited liability company
Tenant’s Notice Address:	ROCK STREET BREWERY, LLC 340 Turtle Back Road New Canaan, CT 06840 Attn: Douglas B. Gray Telephone: (714) 504-8111
With a copy to:	STUART KANE, LLP 620 Newport Center Drive, Suite 200 Newport Beach, CA 92660 Attn: Bruce Stuart Esq. (949) 791-5118 bstuart@stuartkane.com
Guarantor:	None.
Permitted Use: (Section 8.1)	The Premises shall be used for a brewery, tasting room and event space, provided, however, should any of such uses not prove to be feasible, in Tenant’s reasonable business judgment,

	after construction of Tenant’s Work and opening for business from the Premises, Tenant may change such uses to any legal uses permitted pursuant to the then-existing zoning of the Premises.		
Premises Address:	6 Rock Street West Haven, Connecticut		
Floor Area of Building on the Premises: (Article 1)	Approximately 22,000 s.f. of total floor area 11,000 s.f. ground floor / 11,000 s.f. basement space		
Initial Term: (Section 2.1)	Twenty (20) years, plus any period of time through the last day of the last month of the Lease Term.		
Option Periods: (Section 2.3)	Two (2) successive periods of twenty (20) years each, followed by one (1) period of ten (10) years.		
Delivery Date: (Section 2.1)	Omitted		
Commencement Date: (Section 3.1)	The earlier to occur of (i) three hundred sixty-five (365) days after the Effective Date, or (ii) the opening of the Premises for business with the general public.		
Minimum Rent: (Section 3.1)	<u>Months*</u>	<u>Per Month</u>	<u>Per Year</u>
	01-120	\$ 6,000.00	\$ 72,000.00
	121-240	\$ 6,600.00	\$ 79,200.00
	<u>Option Rent:</u>		
	10% Increase every Ten (10) years in any Option Period.		
	Upon Manufacturing/Wholesale Facility Issuance of Certificate of Occupancy):		
	\$ 8,333.00	\$ 100,000.00	
	10% Increase every Ten (10) years in any Option Period		
	*Months calculated from the Commencement Date.		

GROUND LEASE

This GROUND LEASE (“**Lease**”) is made and entered into as of October , 2023 (the “**Effective Date**”), by and between **CITY OF WEST HAVEN**, a municipal corporation organized and existing under the laws of the State of Connecticut (“**Landlord**” or “**City**”), and **ROCK STREET BREWERY, LLC**, a Delaware limited liability company, (“**Tenant**”).

1. PREMISES.

1.1 Premises. In consideration of the mutual promises, covenants and conditions herein set forth, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises, as described in the Lease Summary upon the terms and conditions stated in this Lease. The Premises consists of improved real property shown on Exhibit “B” hereto and more particularly described in Exhibit “A” attached hereto. The Premises shall include that certain building on the Premises (“**Building**”), along with any and all personal property located within Building as of the Commencement Date of this Lease. Tenant may alter, renovate or demolish and reconstruct Building to contain the approximate square footage set forth in the Lease Summary, all in accordance with plans and specifications to be approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed, and the terms of this Lease. The Premises shall also include any and all items of personal property located at the site as of the Commencement Date. The Building and personal property shall be the property of Tenant but the underlying land of Premises will continue to be owned by Landlord. Landlord acknowledges that Tenant currently plans to do significant renovations to the Building and all other improvements on the Premises, and Landlord agrees that Tenant may perform all such work. The term “**floor area**”, as used in this Lease, shall mean all areas designated for the exclusive use of a tenant measured from the exterior surface of exterior walls (and extensions, in the case of openings) and from the center of interior demising walls, and shall include, but not be limited to, restrooms, mezzanines, warehouse or storage areas, clerical or office areas and employee areas; provided, however, that the following areas shall not be included in such calculations: (i) space attributable to any multi-deck, platform, rack or other multi-level system used solely for the storage of merchandise which is located vertically above ground floor; (ii) balcony and or mezzanine space not utilized for retail sales area; or (iii) outdoor sales and seating areas.

1.2 Grant of Right of First Refusal. In the event that, during the Lease Term, Landlord receives an offer to purchase all or any portion of the Premises on terms Landlord is willing to accept (the “**Interest at Issue**”), then Landlord shall notify Tenant of such decision or action in writing (the “**ROFR Notice**”), which ROFR Notice shall include the copy of the written offer acceptable by Landlord, and Tenant shall have the first right to purchase the Interest at Issue for the purchase price and on the terms and conditions set forth in the ROFR Notice and otherwise, pursuant to the provisions of this Section 1.2. Following Landlord’s delivery to Tenant of the ROFR Notice, Tenant may exercise the first right to purchase the Interest at Issue (“**ROFR**”) by giving written notice to Landlord (“**ROFR Acceptance Notice**”) within thirty (30) days of its receipt of the ROFR Notice that Tenant desires to exercise the ROFR upon the terms contained in the ROFR Notice. If Tenant timely gives its ROFR Acceptance Notice to Landlord, then Landlord and Tenant shall, within ten (10) business days after Landlord’s receipt of the ROFR Acceptance Notice, enter into negotiations on a purchase and sale agreement and diligently cooperate in good faith to execute and deliver a purchase agreement (the “**Purchase Agreement**”) by no later than

thirty (30) business days after the delivery of the ROFR Acceptance Notice, which Purchase Agreement shall include the terms set forth in the ROFR Notice and shall otherwise be on market terms, except as agreed by Landlord and Tenant. If Landlord does not timely receive the ROFR Acceptance Notice, Tenant's ROFR shall be deemed waived as to that ROFR Notice and of no further force or effect and Landlord shall have the right to sell, convey, assign or transfer the Interest at Issue in its sole and absolute discretion to any party it desires on any terms it desires for an effective purchase price which is not less than ninety-five percent (95%) of the purchase price contained in the ROFR Notice previously delivered by Landlord to Tenant (taking into account all economic terms of the proposed sale transaction). Notwithstanding the immediately preceding sentence, in the event that: (i) during the six (6) month period following Tenant's failure to timely or properly deliver a ROFR Acceptance Notice, if Landlord intends or attempts to enter into an agreement for sale of the Interest at Issue for an effective purchase price which is less than ninety-five percent (95%) of the purchase price contained in the ROFR Notice previously delivered by Landlord to Tenant (taking into account all economic terms of the proposed sale transaction), or (ii) if Landlord has not entered into an agreement for sale of the Interest at Issue within six (6) months after Tenant's failure to timely or properly deliver to Landlord a ROFR Acceptance Notice, then Landlord shall not enter into a new agreement for the sale of the Interest at Issue following the expiration of such six (6) month period without first providing Tenant a new ROFR Notice and complying again with the ROFR provisions provided above. The ROFR shall inure to the benefit of any successor or assign of Tenant under this Lease but may not be otherwise assigned, voluntarily or involuntarily, to any party or entity, separately from an assignment of the Lease. Any such attempted assignment in violation of the foregoing shall be null and void.

1.3 Lease to Tenant. The Premises are leased (a) subject to (i) any state of facts an accurate survey of the Premises would show, (ii) any state of facts a personal inspection would show, (iii) rights, easements and restrictions of record, (iv) present and future zoning laws, ordinances, resolutions of any governmental authority and all present and future ordinances, statutes, laws, regulations and orders of all boards, bureaus, departments, agencies, commissions and bodies of any municipal, county, state or federal sovereign, and (v) the effect of all present and future municipal, state or federal laws, orders and regulations relating to the Tenant, sub-lessees or occupants of the Premises.

1.4 Services by Landlord. Except as otherwise provided herein, it is expressly agreed that Landlord is not and shall not be required under this Lease to render any services of any kind to Tenant.

1.5 Acceptance by Tenant. Tenant accepts the Premises "AS IS", including, without limitation, any and all buildings and other structures (both above and below grade) presently situated thereon. Tenant agrees to renovate and rehabilitate the Premises and, as a result thereof, to remove, transport and dispose of all waste, debris and other materials from such buildings and structures on the Premises in accordance with all applicable laws, ordinances, rules, regulations and other governmental requirements, (including, without limitation, all Environmental Laws (as defined in Section 17.2, below) without cost or expense to Landlord.

1.6 Compliance with Laws. The Premises and the Tenant Improvements shall be renovated, rehabilitated, modified, constructed and reconstructed in a good and workmanlike

manner and in conformance with all applicable laws, ordinances, codes, orders, rules and regulations of all governmental authorities, agencies or departments having jurisdiction over them.

2. ACCESS AND TERM.

2.1 Access. Commencing on the Effective Date, Landlord shall ensure that Tenant and its employees, agents, designees, contractors and consultants have reasonable access to the Premises to perform such inspections, measurements, surveys and testing (including, but not limited to, environmental surveys and site assessments) as deemed reasonably necessary by Tenant, provided, however, that Tenant shall give Landlord not less than forty-eight (48) hours prior written notice of any such proposed entry onto the Premises containing reasonable details of the work to be performed. Tenant shall provide its employees, agents, designees, contractors and consultants with customary, appropriate safety equipment for accessing the Premises, and Tenant shall be responsible for causing any such party entering the Premises on behalf of Tenant to observe all reasonable workplace safety rules and regulations. Tenant shall carry and shall cause its designees and consultants who access the Premises at the request of Tenant to carry the insurance specified in Section 2.5 of Exhibit "C" attached hereto for their anticipated activities on the Premises. Tenant agrees that all such activities shall be carried out in a commercially reasonable manner so as to minimize interference with the use of the area immediately adjacent to the Premises.

2.2 Term. All obligations under this Lease, except as otherwise specified herein, shall commence upon receipt of a certificate of occupancy such that Premises is able to be opened for business to the public ("**Commencement Date**"). The Initial Term of this Lease shall be for twenty (20) years as set forth in the Lease Summary, commencing on the Commencement Date and terminating on the last day of the last month of the Initial Term. "**Lease Term**" or "**Term**" shall mean the Initial Term and any exercised Option Period (as defined herein). Landlord agrees to deliver and Tenant agrees to accept from Landlord possession of the Premises in its as is condition, without representation or warranty by Landlord. All obligations with respect to construction on the Premises are referred to in this Lease as "**Tenant's Work**" and shall be at Tenant's sole cost and expense. The term "**Tenant Improvements**" shall mean the Building (as the same may be modified, renovated or demolished and reconstructed) and all other improvements to the Premises constructed by Tenant, its agents, contractors or employees, all of which shall be considered Tenant's property. Within fifteen (15) business days after notice from Landlord, Tenant shall execute and deliver to Landlord a confirmation letter similar to the form attached hereto as Exhibit "D" confirming Tenant's possession of the Premises, the Commencement Date and any other terms reasonably requested by Landlord. Tenant's failure to timely execute and deliver to Landlord such confirmation letter within such fifteen (15) business day period shall be deemed to constitute Tenant's approval of such confirmation letter as submitted to Tenant by Landlord.

2.3 Lease Year. For the purpose of this Lease and the anniversary dates for rental adjustments, the first "**Lease Year**" shall begin on the Commencement Date and shall expire on the last day of the month that is twelve (12) full calendar months following the Commencement Date. For the purposes of the remainder of the term, "**Lease Year**" shall mean each consecutive twelve (12) month period following the first Lease Year.

2.4 Option Periods. Provided that Tenant is not in default beyond any applicable notice and cure period at the time Tenant exercises its option under this Lease, Tenant may extend the Term for up to two twenty (20) year Option Periods and one additional ten (10) year Option Period as set forth in the Lease Summary by giving notice of exercise thereof (“**Option Notice**”) to Landlord at least one hundred eighty (180) days before the date the then Lease Term would otherwise expire. All of the terms and conditions of the Lease (except the foregoing right to extend the Term, any rental concession, or other concession previously granted to Tenant) shall apply to the Option Periods so far as applicable with the exception of Minimum Rent which shall be adjusted in accordance with the appropriate Minimum Rent described the Lease Summary.

2.5 Permit Contingency. Landlord will make a reasonable effort to work with, and assist, Tenant to obtain any and all approvals necessary for the use of the Premises for the Permitted Use and for development and construction of the Tenant Improvements at the Premises from all relevant public and quasi-public agencies, commissions, and departments, including the Board of Zoning Appeals, City Planning and Zoning Commission, and the State Traffic Commission, provided, however, it is agreed and understood that the Landlord does not have control over the independent municipal boards or commissions referred to under this Section 2.5 and has no control over any State or Federal agencies. Within one hundred eighty (180) days after the Effective Date of Lease, Tenant shall, at Tenant’s expense, submit to Landlord fully detailed working drawings covering all aspects of Tenant’s Work, as further described in Exhibit “C”, along with applications for all required building permits, approvals, licenses and consents for Tenant’s Work and for the Permitted Use in the Premises (collectively, the “**Permits**”). Within ninety (90) days after receipt thereof, Landlord shall notify Tenant in writing either that the drawings and applications are: “Approved as Submitted”; “Approved Subject to Comments”; or “Disapproved,” with requirements for changes and/or submittal of supplementary information. In the event Landlord fails to so timely review and comment on or approve Tenant’s plans, the Permit Deadline shall be extended by the number of full days after the expiration of such ninety (90) day period until Landlord so responds. Tenant shall apply for, assume all costs of and prosecute, with reasonable diligence, all necessary approvals, permits and licenses required for the renovation and rehabilitation, use and occupancy of the Tenant Improvements, all in accordance with the plans and specifications approved by Landlord pursuant to Section 1.1. Landlord agrees to cooperate with and publicly support Tenant’s efforts to obtain such permits and licenses that are in accordance with the plans and specifications approved by Landlord pursuant to Section 1.1. If despite Tenant’s reasonable, diligent efforts, Tenant is unable to obtain the Permits on or before the expiration of one hundred eighty (180) days following the date of Tenant’s initial submission of an application for the Permits to the City (the “**Permit Deadline**”), then Tenant, within ten (10) business days after the Permit Deadline, may either give written notice to Landlord (i) terminating this Lease, or (ii) extending the Permit Deadline for a period of up to sixty (60) days. If Tenant terminates this Lease, subject to the terms of this Section 2.5, Landlord shall promptly refund any prepaid Rent to Tenant, and each party hereto shall be released and relieved from all further liability hereunder except for Tenant’s and Landlord’s respective indemnity obligations pursuant to Sections 7.5 and 7.6.

2.6 Right of Reverter. Landlord’s agreement to enter into this Lease is specifically conditioned upon Tenant’s timely completion of renovations and improvements necessary to open Premises for business to the general public, as such this Agreement and any leasehold deed shall be conditioned as follows. If Tenant has not completed initial construction of the improvements

sufficient to open Premises for business to the general public within twelve (12) months of the Effective Date plus any applicable extension of time granted by the terms of this Lease and shall fail to cure within 60 days following receipt of written notice of such failure, this Lease shall terminate and all right, title and interest of Tenant in the Lease, Premises and all Improvements and other property located on Premises shall immediately revert to Landlord with no recourse or defense available to Tenant immediately upon receipt of written notice from Landlord to Tenant of Landlord's intent to re-enter and take possession of the Premises (the "Reverter Notice"). Notwithstanding anything else contained hereunto the contrary, if Tenant has applied for final approval to allow the Premises to be opened for business to the general public, but such approval has not been issued due to no fault of Tenant, or its agents or contractors, then Tenant shall not be deemed to be in default and no such notice of default shall be valid. Coincident with Landlord's giving such a notice of breach or a Reverter Notice to Tenant, Landlord shall furnish a copy of such notice of breach or Reverter Notice to any mortgagees of record holding an interest in Premises, the rights and obligations of any such mortgagee shall be determined at that time in accordance with Section 30.

2.7 Title to Building and Title Insurance Contingency. Within thirty (30) days after the Effective Date, Landlord shall convey good and marketable title to the buildings and improvements on the Premises to Tenant by a leasehold deed to be recorded at Landlord's sole cost in the appropriate public records office where the Premises are situated. Notwithstanding the foregoing, Tenant shall not be obligated to accept such deed and may terminate this Lease in the event Tenant does not obtain title insurance for its leasehold interest in the Premises and title to such buildings and improvements on the Premises within thirty (30) days after the Effective Date, on terms acceptable to Tenant, in its sole discretion. If Tenant does not obtain such title insurance on terms acceptable to it within thirty (30) days after the Effective Date (the "**Title Deadline**"), then Tenant, within ten (10) business days after the Title Deadline, may either give written notice to Landlord (i) terminating this Lease, or (ii) extending the Title Deadline for a period of up to thirty (30) days. If Tenant terminates this Lease, subject to the terms of this Section 2.7, Landlord shall promptly refund any prepaid Rent to Tenant, and each party hereto shall be released and relieved from all further liability hereunder except for Tenant's and Landlord's respective indemnity obligations pursuant to Sections 7.5 and 7.6

2.8 Cooperation. Commencing upon the Effective Date and continuing throughout the Term, Landlord, at no out-of-pocket cost to it, and subject to such other provisions of this Lease which may be applicable, shall reasonably cooperate, from time to time, with Tenant in Tenant's efforts to (i) obtain financing (or refinancing) for the proposed Tenant Improvements and any future remodeling and/or reconstruction of them, (ii) lease, sublease and/or license all or any portion of the Premises for the Permitted Use, (iii) assign this Lease, and/or (iv) sell any or all of Tenant's or any or all of its members' interests in this Lease and/or the business(es) operated at the Premises.

2.9 Purchase and Ownership of Tenant Improvements. Landlord and Tenant acknowledge and agree that starting with the Effective Date and during the entire Term, Tenant shall be accorded all of the burdens and benefits of ownership of the Premises and of all Tenant Improvements existing or to be constructed on the Premises. Accordingly, at all times starting with the Effective Date and during the entire Term, Tenant shall be deemed to exclusively own the Tenant Improvements for federal and state income tax purposes, and Tenant alone shall be

entitled to all of the tax attributes of ownership thereof, including, without limitation, the right to claim depreciation or cost recovery deductions, and the right to amortize capital costs and to claim any other federal tax benefits attributable to the Tenant Improvements. At the expiration of the Term by the passage of time or otherwise, indefeasible fee simple title in and to the Tenant Improvements remaining with Premises shall automatically vest in Landlord in accordance with Section 9.3.

3. RENT, SECURITY DEPOSIT, AND OPTION RENT.

3.1 Rental Payment. Tenant shall pay to Landlord the Minimum Rent set forth in the Lease Summary and as stated below per month beginning on the Commencement Date.

<u>Months*</u>	<u>Per Month</u>	<u>Per Year</u>
01-120:	\$ 6,000.00	\$ 72,000.00
121-240	\$ 6,600.00	\$ 79,200.00

Ten (10%) Percent Increase every Ten (10) years in any Option Period.

Upon Manufacturing/Wholesale Facility Issuance of Certificate of Occupancy):

\$ 8,333.00	\$ 100,000.00
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Ten (10%) Percent Increase every Ten (10) years in any Option Period

*Months calculated from the Commencement Date.

Payments shall be made in advance in monthly installments on or before the first day of each and every month of the Lease Term from and after the Commencement Date. Minimum Rent for any period during the Term, which is for less than a full calendar month, shall be prorated based on the number of actual days in the month. Minimum Rent adjustments set forth herein shall occur on the first (1st) day of the applicable Lease Year set forth in the Lease Summary above. All Rent shall be payable without demand, deduction or offset, except as expressly otherwise provided in this Lease, to Landlord at the address stated in the Lease Summary, or to such other persons or at such other places and in such manner as Landlord may designate in writing. References in this Lease to “**Additional Rent**” or “**additional rent**” shall mean all monetary amounts owing from Tenant to Landlord other than Minimum Rent. The terms “**Rent**” and “**Rental**” shall mean all Minimum Rent and additional rent that may be due from Tenant to Landlord pursuant to this Lease. If requested by Landlord, Tenant shall pay all Rent due hereunder by electronic funds transfer (“EFT”). Within five (5) days after receipt of Landlord’s written request, Landlord and Tenant shall each furnish the other all information necessary to allow Tenant to make payment by EFT. The payments hereunder are intended to qualify as rents from real property under Section 512(b)(3) of the U.S. Code and the provisions of this Lease shall be interpreted consistently with such intent.

3.2 Option Rent. If Tenant exercises its option to extend the Lease Term, effective the first day of each Option Period, Minimum Rent shall be increased to the amount as stated in the Lease Summary as stated below:

Ten (10%) Percent Increase every Ten (10) years in any Option Period.

4. PRO RATA SHARE OF TAXES.

Commencing on the Commencement Date, Tenant shall pay to Landlord, as additional rent, each month, in advance, during the Term, one-twelfth (1/12th) of an amount reasonably estimated by Landlord to be Tenant's Pro Rata Share (as herein defined) of the total annual Real Property Taxes, as such term is defined in Article 6 of this Lease. "**Tenant's Pro Rata Share**" shall equal one hundred percent (100%) of the Real Property Taxes for the Building and improvements located on the Premises. Following the end of each calendar year (and after the date of expiration or sooner termination of this Lease), Landlord shall furnish to Tenant a statement showing the Real Property Taxes during such calendar year (or portion thereof prior to the expiration or sooner termination of this Lease). If Tenant's share of such costs exceeds Tenant's payments so made, Tenant shall pay Landlord the deficiency within thirty (30) days after receipt of such statement. If such payments exceed Tenant's share of such costs, Tenant shall be entitled to credit the excess against payments for such costs next thereafter to become due Landlord as set forth above. Upon the expiration of the Term or earlier termination of this Lease and determination of actual Real Property Taxes during the calendar year including the date of the expiration of the Term or earlier termination of this Lease, Landlord shall promptly refund to Tenant the amount of any excess less any amounts then owing from Tenant to Landlord. The Premises shall remain taxable for the length of the lease following the Commencement Date. Landlord agrees that during any given year during the Initial Term of this Lease, Landlord's total revenue received from Tenant in the form of Rent, Additional Rent, and Taxes shall not exceed **One Hundred Twenty-two Thousand and 00/100 Dollars (\$122,000.00)**. Tenant further agrees that the maximum total revenue received from Tenant in the form of Rent, Additional Rent and Taxes shall increase by Ten (10%) Percent every Ten (10) years during the Initial Term and any Option Period. Tenant further agrees that upon issuance of a Certificate of Occupancy for a manufacturing / wholesale facility on the Premises, , Landlord's total revenue received from Tenant in the form of Rent, Additional Rent, and Taxes shall not exceed **One Hundred Eighty Thousand and 00/100 Dollars (\$180,000.00)** and that this amount shall increase Ten (10%) Percent every Ten (10) years during the Initial Term and any Option Period.

5. COMMON AREA.

5.1 Common Area. There is no common area since Tenant will occupy and maintain the entire Premises during the Term. Prior to the date that Tenant begins demolishing or constructing the initial improvements on the Premises, Landlord shall perform all work necessary to relocate the currently existing public easement and public walkway and promenade which crosses the Premises. Tenant agrees to reimburse Landlord for the costs of all work performed, except for legal costs necessary to relocate said public easement and walkway to a location as described and illustrated in Exhibit B.

6. TAXES.

6.1 The term “**Real Property Taxes**” shall include, without limitation, any general or special assessment, tax, commercial rental tax, in lieu tax, levy, charge, or similar imposition imposed by any authority, including any government or any school, agricultural, lighting, drainage or other improvement or assessment district (general or special), or any agency or public body, as against any legal or equitable interest of Landlord in the Premises. Tenant’s liability with respect to such taxes and assessments shall be prorated on the basis of a 365-day year to account for any fractional portion of a fiscal tax year included in the Lease Term at its commencement or expiration (or sooner termination). If the Premises becomes separately assessed for Real Property Taxes, Tenant shall pay to Landlord the Real Property Taxes assessed against the Premises’ tax parcel in lieu of Tenant’s Pro Rata Share of Real Property Taxes, but otherwise in accordance with the terms of Article 4 of this Lease.

6.2 Tenant shall be responsible to pay, prior to delinquency, all taxes assessed against and levied upon any trade fixtures, furnishings, equipment and all other personal property of Tenant contained in or upon the Premises or elsewhere. Tenant shall use reasonable efforts to cause the Improvements, trade fixtures, furnishings, equipment and all other personal property to be assessed and billed in Tenant’s name, separately from the Premises and other real property of Landlord.

7. INSURANCE; INDEMNITY; SUBROGATION.

7.1 General. All insurance policies required to be carried by Tenant under this Lease shall be written by companies rated A-/VI or better in the most recent edition of “Best’s Insurance Guide” and authorized to do business in the state in which the Premises are located, Tenant’s liability insurance policies under Section 7.2 and 7.3 below shall each name Landlord and any parties designated by Landlord as additional insureds utilizing ISO Endorsement Form CO 2011 11/85 or equivalent, and Tenant’s special form property coverage insurance maintained under Section 7.3 below shall name Landlord as a loss payee thereunder, as Landlord’s interest may appear. Any deductible amounts under any insurance policies required hereunder shall be commercially reasonable, and subject to Landlord’s prior written approval. Tenant shall deliver to Landlord copies of its insurance policies, or a certificate evidencing that such coverage is in effect, within ten (10) days of the Effective Date and thereafter at least five (5) days before the expiration dates of expiring policies. Tenant’s liability insurance policy shall contain an endorsement stating that Tenant’s coverage shall be primary insurance with respect to Landlord and its property administrator, and the officers, directors and employees of both of them, and any insurance or self-insurance maintained by Landlord and/or its property administrator shall be in excess of, and not contributing with, Tenant’s insurance. Coverage shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to any aggregate limit applicable to the insuring party’s policy.

7.2 Tenant’s Liability Insurance. Tenant shall keep in force during the Lease Term a policy of commercial general liability insurance insuring against any liability arising out of the use, occupancy, or maintenance of the Premises by Tenant or any of the Tenant Parties (as hereinafter defined) and the acts, omissions and negligence of Tenant or any of the Tenant Parties in and about the Premises. As of the Effective Date, such insurance shall provide coverage for and

shall be in the amount of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate for bodily injury and property damage. Such policy shall name Landlord as additional insured. Tenant's coverage shall be primary insurance as respects Landlord, its officers, agents and employees. Any insurance or self-insurance maintained by Landlord shall be excess of Tenant's insurance and shall not contribute with it. Coverage shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Tenant's coverage must be on an "occurrence" basis and may not be maintained on a "claims made" basis.

7.3 Tenant's Other Insurance. Tenant shall maintain special form property coverage on the Tenant Improvements in an amount not less than one hundred percent (100%) of their full guaranteed replacement value (with a commercially reasonable deductible), the proceeds of which shall, so long as the Lease is in effect, be used for the repair or replacement of the property so insured. Tenant shall maintain Worker's Compensation insurance in accordance with the laws of the state in which the Premises are located and employer's liability insurance with a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) each accident. In the event Tenant sells or serves alcoholic beverages from the Premises, Tenant shall maintain a customary policy of liquor liability insurance with limits no less than those required above with respect to Tenant's commercial general liability insurance under Section 7.2. All such other insurance policies shall name Landlord as an additional insured.

7.4 Waiver of Subrogation. Neither Landlord nor Tenant shall be liable to the other or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure or other tangible property, or any resulting loss of income and benefits (even though such loss or damage might have been occasioned by the negligence of such party, its agents, employees or contractors) if such loss or damage is covered by insurance benefiting the party suffering such loss or damage or is required to be covered by insurance pursuant to this Lease. Landlord and Tenant agree that deductibles under Tenant's insurance policies and other amounts that are self-insured by Landlord or Tenant shall be deemed covered by insurance and all claims for recovery thereof are hereby waived. Landlord and Tenant shall require their respective insurance companies to include a standard waiver of subrogation provision in their respective policies.

7.5 Indemnification and Waiver By Tenant. To the fullest extent permitted by law and, subject to the waiver of subrogation set forth in Section 7.4, except to the extent any damage to property or injury is caused by the negligence or willful misconduct of Landlord, Tenant agrees (and Tenant shall cause its contractors, subcontractors, subtenants, sublessees, affiliates and assigns to agree) that neither Landlord nor Landlord's employees, agents, representatives and contractors shall be liable for any injury to or death of persons or damage to property of Tenant (or its contractors and subcontractors) or any other person on or about the Premises during the Term of this Lease. Tenant shall defend, indemnify and hold Landlord and Landlord's agents, officers, directors, employees, contractors, property manager and mortgagees harmless against and from any and all claims, liabilities, losses, damages, suits, costs and expenses of any kind or nature including without limitation reasonable attorneys' fees ("**Claims**") arising from or relating to (a) use of the Premises by Tenant or any of the Tenant Parties, or (b) any acts, omissions, negligence, or default of Tenant or any of the Tenant Parties, except to the extent any such Claim is caused by the negligence or willful misconduct of Landlord or any of Landlord's agents, officers, directors,

employees, contractors, or property manager. The terms of the indemnification by Tenant set forth in this Section shall survive the expiration or earlier termination of this Lease.

7.6 Indemnification by Landlord. To the fullest extent permitted by law and, subject to the waiver of subrogation set forth in Section 7.4, except to the extent any such Claim is caused by the negligence or willful misconduct of Tenant or any of the Tenant Parties, Landlord shall defend and indemnify Tenant and the Tenant Parties against any and all claims arising in connection with that certain Memorandum of Understanding dated April 15, 2020 (sic) with The Smyrna Group, a Connecticut limited liability company, and Landlord for the Premises) arising from or relating to any acts, omissions, negligence, or default of Landlord or any of Landlord's agents, officers, directors, employees, or contractors. The terms of the indemnification by Landlord set forth in this Section shall survive the expiration or earlier termination of this Lease.

8. USE.

8.1 Use Defined. The Premises shall be used for the purposes set forth in the Lease Summary and for no other purpose without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall not use any portion of the Premises for a discount department store, "dollar" store, firearms and/or ammunition store establishment, charity thrift shop or the like, adult book store or adult entertainment establishment, or any liquor store which sells single beers or hard liquor in containers holding less than one pint except as permitted by state or local statute, regulation or permit (provided the foregoing shall not limit or restrict the operation of a brewery including a restaurant and/or bar/tasting room).

8.2 Community Events. Landlord is a municipal government entity and as such sponsors a number of special local events and fundraisers to celebrate holidays, promote good health and wellbeing and promote charitable causes for the benefit of the residents of West Haven and the general public "**Community Events**". In furtherance of that goal Landlord and Tenant agrees to require Sub-tenant to cooperate with the City in connection with such Community Events, including but not limited to the Independence Day Fireworks, the Heart Walk, The Alzheimer Walk, and Dominate the Day event, over the course of each calendar year starting with the Effective Date and during the entire Initial Term and any and all Option Periods envisioned as part of this Lease. As it's part of any such Community Event, the Tenant shall require the Sub-tenant to make the parking lot and surrounding facilities on Premises available for use. The exact number and dates of all such Community Events shall be agreed upon between Landlord and Tenant and Sub-tenant at the beginning of any calendar year, subject to addition and modification by mutual agreement between the parties, though Tenant shall not be obligated to require Sub-tenant to accept any later added Community Event. Tenant will require Sub-tenant to serve as a Sponsor for the Savin Rock Festival and West Haven Fireworks for each year at a maximum \$5,000 contribution. Sub-tenant will be given the opportunity and right of first refusal to be a Title Sponsor each year at the dollar amount established that year by the City in its sole discretion and with all "qualifications and benefits" offered to other sponsors.

8.2.1 Local Hiring. Tenant further agrees that Tenant will not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, disability, or national origin and that Tenant will engage in all commercially reasonable efforts to recruit and hire qualified West Haven residents to work at the Premises.

8.3 Operation and Recapture Right. Subject to “**Permitted Closures**”, which as used in this Lease shall mean (closures for reasonable periods of time for remodeling as permitted under this Lease (not to exceed any twelve (12) month period after the Commencement Date and during the Initial Term and any Option Period, closures due to rebuilding and repair after casualty or condemnation, closures for national holidays in Tenant’s discretion, and closures due to Force Majeure (as defined in Section 33.4 below) which prevents the operation of the business in the Premises), if after Tenant or its subtenant initially opens for business to the public from the Premises, and Tenant or its subtenant thereafter fails to remain open for business in any portion of the Premises for a period of thirty (30) or more consecutive months, then Tenant shall not be in default under any provision of this Lease as a result thereof, but Landlord shall none-the-less have the right to terminate the Lease upon thirty (30) days prior written notice to Tenant if both of the following do not occur: (i) Tenant or a subtenant does not re-open prior to the expiration of such thirty (30)-day period, and (ii) Landlord does not enter into a new sublease with a subtenant to operate in the Premises for the Permitted Use prior to the expiration of such thirty (30)-day period. If Landlord terminates the Lease pursuant to this provision, each party shall be released and relieved from all further liability hereunder except for their respective indemnity obligations accruing prior to the effective date of termination pursuant to Sections 7.5 and 7.6.

9. MAINTENANCE, REPAIRS, ALTERATIONS.

9.1 Tenant’s Obligations. Commencing on the Effective Date, Tenant, at its sole cost and expense, shall make and perform all maintenance, repairs and/or replacements to the Premises including but not limited to, the roof, exterior and interior walls, structural parts and structural floor of the Premises, the utilities, pipes and conduits, the sidewalks, curbs, paving, repaving, resurfacing, striping, re-striping, signage and landscaping located on the Premises, and all other Tenant Improvements and shall keep the entire Premises in good order and repair. Tenant shall indemnify Landlord in connection with all Tenant’s Obligations and Tenant’s failure to maintain Premises in good order and repair shall constitute a material breach of the Lease and grounds for default under Section 13.2.

9.2 Landlord’s Obligations. Landlord shall within Thirty (30) days of the Effective Date provide Tenant with all available information relating to the previous operational utility usage for Premises. Following the Effective Date, Landlord shall not be obligated to make or perform any repairs, maintenance or replacements of any kind, nature, or description whatsoever, to the Premises, Tenant’s Building or the other improvements constructed by or on behalf of Tenant, excepting that Landlord shall within Thirty (30) days inspect the currently existing water main located on Premises to ensure it is functional and in working condition and available for use. Landlord shall be obligated to complete any remaining work required to relocate the easement and public promenade as described in Exhibit C. Tenant agrees to reimburse Landlord for all costs except for legal costs related to the relocation of the easement and promenade.

9.3 Surrender. Upon the expiration or termination of this Lease, Tenant shall at Landlord’s discretion and choice either 1.) surrender the Premises and Building to Landlord in good and broom clean condition, loss by casualty or condemnation excepted, with all of Tenant’s trade fixtures, signs and personal property removed, and Tenant shall repair any damage as a result of such removal. Tenant shall not be required to remove any Tenant-installed improvements. Title to any Tenant installed improvements not removed shall pass automatically to Landlord upon

expiration or termination of this Lease; or 2.) demolish Building and deliver Premises to Landlord free of all resulting debris, all utility service lines capped as necessary, and Premises re-paved or landscaped as appropriate. Tenant agrees to execute any required deed or other documentation evidencing the transfer of the Building and Premises to Landlord upon request.

9.4 Alterations. As used in this Lease, “**Alterations**” shall mean any alteration, addition and/or improvement (but not repair or replacement of existing improvements with substantially similar improvements) made to the Premises by Tenant or any of the Tenant Parties after completion of the Tenant’s Work contemplated in Section 2.5 above. Tenant shall not make any Alterations to the exterior of the Building or the portion of the Premises outside the Building without Landlord’s prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. All repairs and/or Alterations made by Tenant or any of the Tenant Parties (whether or not requiring Landlord’s prior written consent), shall be performed in a good and workmanlike, lien-free manner, in compliance with the requirements of all applicable governmental authorities, in compliance with plans and specifications therefor which have been approved in advance by Landlord (if Landlord’s consent was required for the applicable work).

9.5 Personal Property. Personal property, fixtures and equipment used in the conduct of Tenant’s business and placed by Tenant on or in the Premises (collectively, “**Personal Property**”) shall consist of good quality materials. Provided Tenant is not in default under the Lease beyond any applicable notice and cure period, no such Personal Property shall become a part of the realty and may be removed by Tenant at any time, excepting Tenant shall be responsible to repair any damage to the Building caused by such removal. Any Personal Property left at Premises belonging to Tenant shall be deemed abandoned and shall, at Landlord’s option, become the property of Landlord if not removed on or before the expiration of the Term or sooner termination of this Lease. If Tenant fails to remove all Personal Property from the Premises, Landlord may retain or remove same from the Premises and dispose of all or any portion of such property. Tenant shall pay, prior to delinquency, any taxes and assessments that may be assessed or levied on or against any of Tenant’s Personal Property placed on or in the Premises.

10. UTILITIES.

Tenant shall pay for all water, sewer, gas, electricity, trash and other utilities used at the Premises beginning on the Effective Date and continuing throughout the Lease Term, all of which shall be measured through meters installed and maintained by Tenant. Tenant shall cause all utility services to be placed under its name throughout such period. Tenant shall be responsible for the payment of all sewer and/or other utility connections, impact and/or hook-up fees for sewer and other utilities services supplied to the Premises and any other charges imposed in connection with the commencement of said services. Any issues with the water main to the building shall be repaired and subsequently maintained by Landlord.

11. MECHANIC’S LIENS.

Tenant shall indemnify and defend Landlord against any Claims arising from or relating to all mechanic’s liens, stop notices, demands and claims arising from work done by or for Tenant or for persons claiming under Tenant. If Tenant fails to remove or satisfy any mechanic’s lien, stop notice or claim in connection with work performed by or on behalf of Tenant within thirty (30)

days after Tenant's receipt of written notice by Landlord, Landlord shall have the right (but not the obligation), in addition to any other rights or remedies of Landlord, to use whatever means in its discretion it may deem appropriate to cause said claim, stop notice, or lien to be rescinded, discharged, compromised, dismissed or removed, including, without limitation, by posting a bond. Any such reasonable, out-of-pocket sums paid by Landlord, including reasonable attorneys' fees and bond premiums, shall be due and payable to Landlord by Tenant within thirty (30) days after written demand therefor, along with all applicable invoices in connection therewith.

12. ASSIGNMENT AND SUBLETTING.

12.1 Landlord's Right of Consent. The parties agree that the Tenant has committed by written contract that **NEW ENGLAND BREWING COMPANY (NEBCO)** will be the subtenant. Subject to the terms of Section 12.2 below, Tenant shall not transfer, assign, sublet, enter into any franchise, license or concession agreements, change ownership or voting control, mortgage, encumber, pledge or hypothecate all or any part of this Lease, Tenant's interest in the Premises or Tenant's business (collectively, "**Transfer**") excepting to a related entity of Tenant without first obtaining Landlord's prior written consent, such consent shall not be unreasonably withheld. Tenant agrees that it shall not assign to any nonrelated entity during the first three (3) years of this Lease and that any assignee shall agree to maintain Premises in the intended use as described in the Lease Summary.

12.2 No Release of Tenant. Should Tenant make a Transfer, Tenant shall nevertheless remain primarily liable to Landlord for full payment of the Rent and other charges under this Lease, unless the transferee has a tangible net worth equal to or exceeding that of Tenant as of the effective date of such transfer, in which case Tenant shall be released from all liability accruing under this Lease after such effective date. Any release of Tenant shall be conditioned upon the delivery of documentation illustrating the net worth of transferee and Landlord's reasonable satisfaction that transferee's tangible net worth is equal to or exceeds that of Tenant.

13. DEFAULTS, REMEDIES.

13.1 Tenant's Default. Tenant shall be in default in the event of any of the following: (i) if Tenant fails to make any payment of Rent, additional rent or any other sum or amount payable hereunder and such failure shall continue for ten (10) business days after written notice by Landlord; or (ii) if Tenant fails to perform any other obligation to be performed by Tenant hereunder and such failure shall continue for thirty (30) days after written notice by Landlord; provided, however, if the nature of such default is such that the same cannot reasonably be cured within a thirty (30) day period, then Tenant shall not be deemed to be in default if it shall commence such cure within such thirty (30) day period and thereafter rectify and cure such default with due diligence.

13.2 Remedies in Default.

13.2.1 In the event of a default by Tenant, in addition to any and all other remedies available to it at law or in equity, including injunction (but except as otherwise expressly limited herein), Landlord may at its option, and without further notice or demand of any kind to Tenant or any other person, may: (i) terminate this Lease and Tenant's right to possession of the Premises

and recover possession of the Premises and remove all persons therefrom by summary proceedings (or other applicable court action) without terminating Tenant's liabilities under the Lease; (ii) continue the Lease in effect after Tenant's breach and abandonment and recover Rent as it becomes due, if Tenant has the right to sublet or assign, subject only to reasonable limitations; or (iii) even though it may have re-entered the Premises, thereafter elect to terminate this Lease and all of the rights of Tenant in or to the Premises.

13.2.2 Tenant's right to possession shall not be deemed to have been terminated by efforts of Landlord to relet the Premises, by its acts of maintenance or preservation with respect to the Premises, including its entry upon the Premises, appointment of a receiver to protect Landlord's interests hereunder, or by any action, in unlawful detainer or otherwise, to obtain possession of the Premises, unless Landlord shall have notified Tenant in writing that Landlord has so elected to terminate this Lease.

13.2.3 Should Landlord elect to terminate this Lease pursuant to the provisions of Section 13.2.1(i) or 13.2.1(iii) above, Landlord may recover from Tenant as damages, the following: (i) the worth at the time of the award of any unpaid Rent and other charges which had been earned at the time of termination; plus (ii) the worth at the time of the award of the amount by which the unpaid Rent and other charges which would have been earned after termination until the time of the award exceeds the amount of the loss of such Rent and other charges that Tenant proves could have been reasonably avoided; plus (iii) the worth at the time of the award of the amount by which the unpaid Rent and other charges for the balance of the Lease Term after the time of the award exceeds the amount of the loss of such Rent and other charges that Tenant proves could have been reasonably avoided; plus (iv) any other amount necessary to compensate Landlord for all of the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom.

13.2.4 As used in Sections 13.2.3(i) and 13.2.3(ii) above, the "worth at the time of the award" shall be computed by allowing interest at the Interest Rate specified in Article 19. As used in Section 13.2.3(iii) above, the "worth at the time of the award" shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of Boston at the time of award, plus two percent (2%). All sums, other than Minimum Rent, shall, for the purpose of calculating any amount due under the provisions of Section 13.2.3(iii) above, be computed on the basis of the average monthly amount accruing during the immediately preceding sixty (60) month period, except that if it becomes necessary to compute these sums before the sixty (60) month period has occurred, then these sums shall be computed on the basis of the average monthly amount accruing during the shorter period.

13.2.5 In addition to the foregoing rights and remedies, Landlord shall have the right, but not the obligation, after a default and without further notice to Tenant, to incur any expense reasonably necessary to cure Tenant's default, and Tenant shall pay to Landlord the cost thereof within thirty (30) days after written demand by Landlord, along with copies of all applicable invoices therefor. Additionally, Landlord shall have the right to remedy any default of an emergency nature, in the event Tenant fails to commence to cure any default creating an emergency situation promptly upon being given notice which is reasonable under the circumstances, and Landlord shall have the right to remedy such a default without notice (if the giving of notice is not reasonably practicable) in the event of an emergency. An "event of

emergency” shall mean a situation or occurrence which, if not addressed, poses an imminent or immediate threat of material harm or injury to any person or property. Tenant shall pay to Landlord the cost thereof within thirty (30) days after written demand by Landlord, along with copies of all applicable invoices therefor. Landlord’s right to perform Tenant’s obligations pursuant to this Section shall not be deemed to: (i) impose any obligation on Landlord to do so; (ii) render Landlord liable to the Tenant or any third party for an election not to do so; or (iii) relieve the Tenant from any performance obligation hereunder.

13.3 Default by Landlord. Notwithstanding anything to the contrary in this Lease, in no event shall Landlord be in default under this Lease unless Landlord fails to perform any of the terms, covenants, conditions, agreements, or provisions of this Lease required to be done by Landlord, within thirty (30) days after written notice by Tenant to Landlord of said failure (except that when the nature of Landlord’s obligation is such that more than thirty (30) days are reasonably required for its performance, then Landlord shall not be deemed in default if it commences performance within the thirty (30) day period and thereafter diligently pursues the cure to completion).

14. DESTRUCTION.

14.1 Repairs by Tenant. In the event of the partial or total damage or destruction of the improvements constructed on the Premises by or at the direction of Tenant during the Term from any cause, Tenant shall forthwith cause the Tenant Improvements on the Premises to be put in a safe condition. Thereafter, upon receipt of all insurance proceeds, Tenant shall repair and reconstruct such improvements, to the extent of available insurance proceeds, to substantially the same condition which such were in immediately prior to such damage or destruction, to the extent permitted under the then existing laws and regulations, within twelve (12) months of the occurrence of such damage or destruction. Tenant shall be responsible for obtaining any building permits and other governmental approvals required in connection with Tenant’s repair or reconstruction of the Tenant Improvements, and Landlord shall work with, and assist, Tenant to obtain any such building permits and other governmental approvals.

14.2 Damage Occurring Near End of Term. If the improvements to the Premises are damaged or destroyed, either totally or as to a material part, during the last two (2) years of the Initial Term or during the last two (2) years of any Option Period, (a) Tenant shall have no obligation to repair and reconstruct the Building unless Tenant exercises its option to extend the Lease Term for an additional Option Period, and (b) Tenant may cancel and terminate this Lease as of the date of occurrence of such damage by giving written notice to Landlord of its election to do so within sixty (60) days after the date of occurrence of such damage. Upon any such termination, all insurance proceeds attributable to the improvements shall be delivered to Tenant, save and except the reasonably estimated cost and expense of demolishing the Building, removing debris, capping utility service lines as necessary, and re-paving or landscaping the Premises (collectively, the “**Premises Restoration**”), which shall be delivered to and retained by Landlord.

14.3 No Rent Abatement. Unless this Lease is terminated as provided in Section 14.2, such destruction shall in no way annul or void this Lease, and Tenant shall continue the operation of its business during any such period to the extent reasonably practicable from the standpoint of

prudent business management, provided that Minimum Rent and other charges due from Tenant hereunder shall continue to be due and payable without deduction, offset or abatement.

15. CONDEMNATION.

15.1 Taking. If any portion of the Building or the Premises shall be taken under any right of eminent domain, or any transfer in lieu thereof and such taking renders the Premises unsuitable, in the reasonable judgment of Tenant, for Tenant's business operations, then Tenant may terminate this Lease by giving written notice to Landlord within thirty (30) days after such taking. If this Lease is not so terminated, Tenant shall repair and restore the Building and other Tenant Improvements to the extent of any condemnation proceeds Tenant receives, and this Lease shall continue in full force and effect, but commencing with the date on which Tenant is deprived of the use of any portion of the Premises, the Minimum Rent shall be equitably adjusted to the extent to which Tenant's use of the Premises is impaired, as reasonably determined by Landlord and Tenant.

15.2 Award. The entire award in any such condemnation proceeding, whether for a total or partial taking of the Premises shall belong to Landlord. Tenant shall have the right to seek a separate award for the loss of any of Tenant's property, Tenant's leasehold estate, the unamortized value of the leasehold improvements to the Premises paid for by Tenant amortized on a straight-line basis over the initial sixty (60) year Lease Term, relocation costs, and any other costs or damages allowed to tenants generally under applicable law.

16. ADVERTISING, SIGNS AND DISPLAYS.

16.1 General. Subject to compliance with all applicable government laws, rules, regulations and codes throughout the Term, Tenant, at its sole cost and expense, shall be permitted to install the maximum allowable building signage on the façade of the Building and monument and pylon signage on the Premises. Tenant shall maintain (or cause to be maintained) all signs in a good condition and state of repair. Upon expiration of this Lease, Tenant shall promptly remove all signs installed hereunder, "cap-off" the electrical wiring thereto and repair all damage caused thereby.

17. COMPLIANCE WITH LAWS.

17.1 Laws Generally. Tenant, at its sole cost and expense, shall comply with all existing and future laws, ordinances, orders, rules, regulations and requirements of all governmental and quasi-governmental authorities (collectively, "**Applicable Laws**") having jurisdiction over the Premises and the Tenant Improvements and shall perform all Alterations or other work required to comply with Applicable Laws with respect thereto. Any such Alterations or other work to be performed by Tenant shall be subject to terms and conditions of Section 9.3.

17.2 Compliance with Environmental Laws.

17.2.1 Tenant shall not cause or authorize any hazardous or toxic materials or substances ("**Hazardous Materials**") including, without limitation, asbestos, to be brought upon, stored, used, handled, transported, generated, released or disposed of, on, in, under or about the Premises by Tenant, any subtenant, licensee or concessionaire of Tenant, or any of their respective

agents, employees, contractors or invitees (each, a “**Tenant Party**” and collectively, the “**Tenant Parties**”) in violation of any Requirements (as defined below); provided Tenant and the Tenant Parties shall have the right to maintain upon the Premises such Hazardous Materials as are reasonably necessary for the conduct of their respective businesses and the proper maintenance of the Premises as long as such Hazardous Materials are used and stored in compliance with all Requirements (as defined below). At all times and in all respects, Tenant and the other Tenant Parties shall comply with all federal, state and local laws, statutes, ordinances, orders, rules, regulations and requirements (“**Requirements**”) of all governmental and quasi-governmental authorities (“**Authorities**”) with jurisdiction and all regulations relating to Hazardous Materials.

17.2.2 The covenants and undertakings of Tenant contained in this Section 17.3 shall not apply to (and Landlord will indemnify and defend Tenant with respect to) the presence of any Hazardous Materials at the Premises, or any condition or matter constituting a violation of any Requirements: (i) which existed prior to the Effective Date; or (ii) to the extent any of the same is caused by, or results from the acts of Landlord or Landlord’s agents, employees, officers, partners, servants, or contractors after the Effective Date.

18. HOLDING OVER.

If Tenant, with Landlord’s consent, remains in possession of the Premises after the expiration or sooner termination of the Lease Term, such possession by Tenant shall be deemed to be a month-to-month tenancy, terminable on thirty (30) days prior written notice given at any time by either party. All provisions of this Lease shall apply to the month-to-month tenancy, except those specifying the Lease Term, options to extend and Minimum Rent, which shall be one hundred ten percent (110%) of the Minimum Rent paid in the month immediately preceding the month-to-month tenancy.

19. LATE CHARGE AND INTEREST.

19.1 Late Charge. Tenant hereby acknowledges that late payment by Tenant to Landlord of Rent and other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Accordingly, if any installment of Rent or other sum due from Tenant shall not be received by Landlord’s designee within ten (10) business days after the date such Rent or other sums are due Landlord, Tenant shall pay to Landlord a late charge equal to five percent (5%) of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant.

19.2 Interest. Any sum due and payable to Landlord under the terms of this Lease which is not paid within ten (10) business days after the date due shall bear interest from the date when the same becomes due and payable by the provisions hereof until paid at a per annum interest rate (the “**Interest Rate**”) equal to the lesser of (i) the then applicable “prime” interest rate published from time to time by the Wall Street Journal plus two (2) percentage points, or (ii) the maximum rate allowed by applicable usury law.

20. QUIET ENJOYMENT.

So long as Tenant is not in default hereunder beyond any applicable notice and cure period, then, subject to the other terms and conditions of this Lease, Tenant shall not incur any manner of hindrance or interference with its quiet enjoyment, possession and use from Landlord, its employees, agents or contractors.

21. RIGHT OF ENTRY.

Landlord and its authorized representatives shall have the right to enter the public portions of the Premises and Building at all reasonable times upon at least forty-eight (48) hours prior written notice to Tenant (except in the event of emergency when only reasonable notice shall be required) without diminution or abatement of Rent. The provisions of this Section shall not apply to or limit the right or authority of the City, or its agents to enter the Premises in the discharge of any essential governmental power or authority, including but not limited to zoning enforcement officers, police, fire, building officials, and other such persons carrying on official city business.

22. WAIVERS.

No delay or omission in the exercise of any right or remedy of Landlord or Tenant with respect to any default by the other shall impair such right or remedy or be construed as a waiver. The receipt and acceptance by Landlord of delinquent Rent or other payments due hereunder shall not constitute a waiver of any other default, nor shall Landlord's acceptance, either before or after issuance of any notice of default, of any partial payment of the Rent due hereunder shall not, constitute a waiver of any of Landlord's rights, specifically and without limitation Landlord's right to pursue an unlawful detainer action. Instead, acceptance of any partial payment of the Rent shall serve as evidence of that payment only. Landlord's consent or approval shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act by Tenant, whether or not similar to the act so consented to or approved.

23. TRANSFER OF LANDLORD'S INTEREST.

If Landlord conveys in a sale, exchange or otherwise all of its interest in the Premises, then Landlord, on consummation of the conveyance, shall thereupon automatically be released from any obligation or liability thereafter accruing under this Lease, provided that the transferee assumes in writing all obligations of Landlord accruing on or after the effective date and a copy of such writing is delivered to Tenant within ten (10) days after such effective date.

24. ESTOPPEL CERTIFICATES.

Landlord and Tenant shall, within fifteen (15) business days after notice from the other party, execute and deliver to such other party an Estoppel Certificate, in the form attached hereto as Exhibit "E", or such other commercially reasonable form as such other party may reasonably require, and modified as may be necessary to accurately reflect the truth of the matters stated therein.

25. ATTORNEYS' FEES.

If either party hereto brings an action at law or in equity to enforce, interpret or seek redress for the breach of this Lease, then the prevailing party in such action shall be entitled to recover all court costs, witness fees and reasonable attorneys' fees, at trial, arbitration or on appeal in addition to all other appropriate relief.

26. REAL ESTATE BROKER; FINDERS.

Each party represents that it has not had dealings with any real estate broker, finder or other person with respect to this Lease in any manner. Each party shall indemnify, defend, protect and hold the other party harmless from and against all claims, costs, demands, action, liabilities, losses and expenses (including the reasonable attorneys' fees of counsel chosen by the other party) arising out of or resulting from any claims that may be asserted against such other party by any broker, finder or other person with whom the party bearing the indemnity obligation has or purportedly has dealt, other than any party referenced in this Article 26.

27. SUBORDINATION AND ATTORNMEN.

27.1 Subordination. This Lease and all of Tenant's rights and interests in the leasehold estate hereunder, shall be subject and subordinate to any mortgages or deeds of trust that now encumber or may hereafter be placed upon the Premises and to the rights of the mortgagees or beneficiaries thereunder, any and all advances made or to be made thereunder, the interest thereon and all modifications, renewals, replacements and extensions thereof, but if, and only if, the mortgagees or beneficiaries agree and acknowledge that Tenant's rights under this Lease and Tenant's use and occupancy of the Premises shall not be disturbed as long as Tenant is not in default hereunder. If any such mortgagee or beneficiary so elects in writing, then this Lease shall be superior to the lien of the mortgage or deed of trust held by such mortgagee or beneficiary, whether this Lease is dated or recorded before or after such mortgage or trust deed. Any such mortgagee or beneficiary may make such election by executing and recording in the appropriate public records office where the Premises are situated, a notice reciting that this Lease shall be superior to the lien of the mortgage or deed of trust of such mortgagee or beneficiary. From and after the recordation of such notice, this Lease shall be superior to the lien of said mortgage or deed of trust and shall not be extinguished by a foreclosure thereof or any sale thereunder. Upon request, Tenant, Landlord, and any mortgagee or beneficiary, shall execute and deliver to each other, any documents or instruments required by any of them and reasonably acceptable in form and substance to all of them, to evidence subordination of this Lease and the non-disturbance of Tenant hereunder, or to make this Lease prior to the lien of any mortgage or deed of trust as herein specified.

27.2 Attornment by Tenant. Upon enforcement of any rights or remedies under any mortgage or deed of trust to which this Lease is subordinated, Tenant shall, at the election of the purchaser or transferee under such right or remedy, attorn to and recognize such purchaser or transferee as Tenant's landlord under this Lease. Tenant shall execute and deliver any commercially reasonable document or instrument required by such purchaser or transferee, confirming the attornment hereunder within fifteen (15) business days following receipt of request therefor.

28. LIMITATION ON LIABILITY.

In no event shall either party hereunder be liable to the other for any indirect, special or consequential damages or any injury or damage to, or interference with, a party's business, including but not limited to, loss of profits, loss of rents or other revenues, loss of business opportunity, loss of goodwill or loss of use, in each case, however occurring.

29. NO ACCORD AND SATISFACTION.

No payment by Tenant, or receipt by Landlord, of a lesser amount than the Rent or other payment herein provided shall be deemed to be other than on account of the earliest Rent or other payment due and payable hereunder, nor shall any endorsement or statement on any check, or letter accompanying any check or payment, as Rent or other payment be deemed an accord and satisfaction. Landlord may accept any such check or payment without prejudice to Landlord's right to recover the balance of such Rent or other payment or pursue any other right or remedy provided in this Lease. Acceptance of any partial payment of the rent shall serve as evidence of that payment only.

30. TENANT'S RIGHT TO MORTGAGE.

30.1 Leasehold Mortgage.

30.1.1 Tenant shall have the right at any time and from time to time to subject this Lease and the leasehold estate created hereby and any or all improvements to the Premises, but specifically not the fee interest of Landlord, to a mortgage or deed of trust ("**Leasehold Mortgage**") as security for a loan or other obligation of Tenant, provided that:

(a) The Leasehold Mortgage and all rights acquired under it shall be subject to each and all of the covenants, conditions and restrictions stated in this Lease and to all rights and interests of Landlord. In no event shall Landlord ever be required to execute and Leasehold Mortgage or to subordinate Landlord's fee interest in the Premises, or any portion thereof, to the lien of an Leasehold Mortgage.

(b) Tenant shall give Landlord prior notice of any such Leasehold Mortgage, and shall accompany the notice with a true copy of the note secured by the Leasehold Mortgage and Leasehold Mortgage itself, and Landlord shall give its prior consent thereto, which consent shall not be unreasonably withheld, conditioned or delayed.

(c) The Leasehold Mortgage documents shall contain provisions that all notices of default under the note and Leasehold Mortgage must be sent to Landlord and Tenant and that Landlord shall have the right, but not the obligation, to cure any default if Tenant fails to do so. Tenant shall reimburse Landlord for all sums paid by Landlord pursuant hereto, together with interest thereon at the Interest Rate, from the date of payment by Landlord until the date of reimbursement. Landlord shall have fifteen (15) days in which to cure any default after the time for Tenant to cure has expired. Neither Landlord's right to cure any default nor any exercise of such a right shall constitute an assumption of liability under the note or Leasehold Mortgage. If any default is incurable, it shall not be grounds for foreclosure of the mortgage if Landlord, or the

Tenant in possession of the Premises, promptly performs all other provisions of the note and Leasehold Mortgage.

30.1.2 On the recording of the Leasehold Mortgage, Tenant shall, at Tenant's expense, cause to be recorded in the appropriate public records office for the Premises a written request executed and acknowledged by Landlord for a copy of all notices of default and all notices of sale under the Leasehold Mortgage as provided by the statutes of the state in which the Premises are located. Inclusion in the body of the recorded Leasehold Mortgage itself of a request for notice having the effect described above shall constitute compliance with this provision.

30.1.3 The leasehold mortgagee shall not be liable to perform Tenant's obligations under this Lease until the leasehold mortgagee acquires Tenant's rights by foreclosure or otherwise. After acquiring Tenant's rights, the leasehold mortgagee shall be liable to perform Tenant's obligations only until the leasehold mortgagee assigns or transfers the leasehold as permitted by this Lease. No such sale or transfer of the leasehold by the leasehold mortgagee shall relieve Tenant from liability for full performance of all terms, conditions and obligations hereunder.

30.1.4 No Leasehold Mortgage shall cover any interest in any real property other than the leasehold estate created by this Lease.

30.1.5 Upon termination of this Lease by Landlord on Tenant's default, or on any leasehold mortgagee's acquisition of the leasehold estate by foreclosure, Landlord shall enter into a new lease with the leasehold mortgagee covering the Premises covered by the terminated or foreclosed Lease if the leasehold mortgagee (i) gives notice of request within thirty (30) days after termination or foreclosure; (ii) pays all costs resulting from default and termination specifically including, but not limited to, Landlord's attorneys' fees; and (iii) remedies all monetary and non-monetary defaults by Tenant as though this Lease had not been terminated. The new lease shall be for the remainder of the Term of this Lease prior to termination or foreclosure, effective at the date of termination or foreclosure, at the rent and on the covenants, agreements, conditions, provisions, restrictions and limitations contained in this Lease prior to termination or foreclosure.

31. OTHER TENANCIES. Intentionally Omitted.

32. NOTICES.

Every notice, demand or request (collectively, "**Notice**") required hereunder or by law to be given by either party to the other shall be in writing and shall be served on the parties at the addresses set forth in the Lease Summary or such other address as the party to be served may from time to time designate in a Notice to the other party. Any such Notices shall be sent either by: (a) United States certified or registered mail, postage prepaid, return receipt requested; (b) overnight delivery using a nationally recognized overnight courier, which shall provide evidence of delivery upon sender's request; or (c) personal delivery. All notices given in the manner specified herein shall be effective upon the earliest to occur of: (i) actual receipt; (ii) the date of inability to deliver to the intended recipient as evidenced by the U.S. Postal service or courier; or (iii) the date of refusal by the intended recipient to accept delivery as evidenced by the U.S. Postal service or courier.

33. MISCELLANEOUS.

33.1 Cumulative Remedies. No remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now hereafter existing at law or in equity by statute.

33.2 Severability. The unenforceability, invalidity or illegality of any provision of this Lease shall not render the other provisions unenforceable, invalid or illegal.

33.3 Governing Laws. This Lease shall be governed, construed and interpreted in accordance with the laws of the State of Connecticut. Tenant agrees that the Superior Court of the State of Connecticut and/or the Federal District Court for the State of Connecticut shall have jurisdiction and venue over any dispute arising out of this Lease and Tenant consents to any such forum as Landlord may choose.

33.4 Force Majeure. If by reason of any event of Force Majeure either party to this Lease is prevented, delayed or stopped from performing any act which such party is required to perform under this Lease, the deadline for performance of such act by the party obligated to perform shall be extended for a period of time equal to the period of prevention, delay or stoppage resulting from the Force Majeure event, unless this Lease specifies that Force Majeure is not applicable to the particular obligation. As used in this Lease, the term “**Force Majeure**” shall include, but not be limited to, fire or other casualty, bad weather, labor shortages, supply chain disruptions, material shortages, strikes or labor disputes (over which the obligated party has no direct or indirect bearing in the resolution thereof, or if said party does have such bearing, said dispute occurs despite said party’s good faith efforts to resolve the same), acts of God, acts of the public enemy or other hostile governmental action, civil commotion, governmental restrictions, regulations or controls affecting, and/or other events over which the party obligated to perform (or its contractor or subcontractors) has no control. Force Majeure shall not apply to any payment of any amounts owed by either party to the other. In no event shall a Force Majeure event delay the Commencement Date.

33.5 Successors and Assigns. Subject to the provisions of Article 12 regarding assignment and subletting, all of the provisions, terms, covenants and conditions of this Lease shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns.

33.6 Relationship. Nothing contained in the Lease shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between Landlord and Tenant.

33.7 Integration; Modification. This Lease contains all of the representations, understandings and agreements of the parties with respect to the demise of the Premises and may not be amended or modified except by a written agreement signed by both parties.

33.8 Time of Essence. Time is of the essence with respect to the performance of every provision of this Lease in which time performance is specified, but subject to the provisions of Section 33.4 above. If Tenant elects to dispute any billing or reconciliation from Landlord, Tenant

must do so within one hundred eighty (180) days after Tenant's receipt of such billing or reconciliation or Tenant shall be deemed to have waived all rights to so dispute the same.

33.9 Approvals. Except as otherwise expressly provided for herein, all approvals under this Lease, by either Landlord or Tenant, shall be given in a timely manner and shall not be unreasonably withheld.

33.10 Survival of Obligations/Bankruptcy. All obligations of Tenant accrued as of the date of acceptance or rejection of this Lease due to the bankruptcy of Tenant, and those accrued as of the date of termination or expiration of this Lease for any reason whatsoever, shall survive such acceptance, rejection, termination or expiration. Further, in the event of the bankruptcy or insolvency of Tenant or the filing by or against Tenant of a petition in bankruptcy or for reorganization or arrangement or for the appointment of a receiver or trustee of all or a portion of Tenant's property, or Tenant's assignment for the benefit of creditors during the Term, should Tenant reject this Lease pursuant to 11 U.S.C. 365 of the United States Bankruptcy Code, Landlord shall be entitled to file both an administrative claim pursuant to 11 U.S.C 365(d)(3) and 11 U.S.C 503 and a prepetition claim and rejection damage claim pursuant to 11 U.S.C. 502(b)(6) of the Bankruptcy Code for the Minimum Rent, Additional Rent or any other amounts due per this Lease.

33.11 No Recording. This Lease shall not be recorded by either party hereto, but Landlord shall execute a commercially reasonable memorandum hereof upon Tenant's request, which memorandum may be recorded by Tenant at Tenant's sole expense in the appropriate public records office for the Premises. Promptly upon the request of Landlord following the expiration or earlier termination of this Lease, Tenant shall execute and deliver to Landlord a termination of such memorandum in recordable form.

33.12 Counterparts. This Lease may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

33.13 Electronic Signature. Landlord, Tenant and Guarantor, if applicable, agree that electronic signatures, including those delivered by electronic format (including, but not limited to, "PDF", "TIF" or "JPG") or signed through an electronic signature system (including, but not limited to, "DocuSign" or "AdobeSign"), shall have the same effect as originals. All parties to this Lease waive any and all rights to object to the enforceability of this Lease based on the form or delivery of signature.

33.14 Authority. If Tenant or Landlord is a corporation, municipal corporation, partnership or limited liability company, each individual executing this Lease on behalf of the corporation, municipal corporation, partnership or limited liability company (in his/her representative capacity only) represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of the corporation, partnership or limited liability company and that this Lease is binding upon the corporation, municipal corporation, partnership or limited liability company.

33.15 Time Periods. If the time period by which any right, option or election provided under this Lease must be exercised, or by which any act required hereunder must be performed,

expires on a Saturday, Sunday or legal or bank holiday, then such time period shall be automatically extended through the close of business on the next regularly scheduled business day. The term “**business day**” shall mean any day other than Saturday, Sunday or legal or bank holiday.

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IN WITNESS WHEREOF, the parties hereto have executed this Lease on the respective dates set opposite their signatures below, but the Effective Date of this Lease shall be as first set forth above in the Lease Summary.

LANDLORD:

CITY OF WEST HAVEN,
a municipal corporation organized and
existing under the laws of the State of
Connecticut

Date: _____, 2023

By: _____
Nancy R. Rossi, Mayor

Date: _____, 2023

Approved as to Form and Correctness:

Corporation Counsel

TENANT:

ROCK STREET BREWERY, LLC,
a Delaware limited liability company

Date: _____, 2023

By: _____
Name: _____
Its: _____

EXHIBIT "A"
PREMISES LEGAL DESCRIPTION

SCHEDULE A

All that certain piece or parcel of land, situated in the Town of West Haven, County of New Haven and State of Connecticut, situated on the southerly side of Captain Thomas Boulevard, known as Parcel L, bounded and described as follows:

Beginning at a point bearing Connecticut Geodetic Survey Coordinates, North 153,937.48, East 543,410.34 located on the southerly street line of the proposed layout of Captain Thomas Boulevard;

Thence easterly N47° - 48' - 30", 280.06 feet along the extension of the southerly street line of property reserved for proposed Captain Thomas Boulevard, to a point;

Thence easterly and southerly 31.42 feet on a curve to the right, radius 20.00 feet to a point on the westerly street line of the proposed layout of Rock Street;

Thence southerly S42° - 11' - 30"E, 117.67 feet along the extension of the westerly street line of property reserved for proposed Rock Street to a point;

Thence easterly and southerly 18.25 feet along the extension of the westerly street line of property reserved for proposed Rock Street on a curve to the right, radius 20.00 feet to a point;

Thence easterly and southerly 141.22 feet along the extension of the westerly street line of property reserved for proposed Rock Street on a curve to the left radius 58.00 feet to a point;

Thence S7° - 11' - 30"E, 85.58 feet along property of the City of West Haven to a point;

Thence S63° - 56' - 00"W, 39.63 feet to a point;

Thence S26° - 04' - 00"E, 138.00 feet to a point;

Thence S22° - 34' - 00"E, 76 feet, be it the same, more or less, to a point on the Mean High Water Line of Long Island Sound;

Thence southerly and westerly 290 feet; be it the same, more or less along the Mean High Water Line of the Long Island Sound to a point;

Thence N32° - 56' - 30"W, 510 feet, be it the same, more or less, along property of the City of West Haven to the point of beginning.

SCHEDULE B

Said premises being subject to the following easements, and encumbrances:

Easement No. 1, for the benefit of each and every resident of the City of West Haven, a pedestrian right of way or promenade and an easement for the construction, maintenance and repair of a water main therein over the following described property.

Beginning at a point 407.77 feet S32° - 56' - 30"E, from a point on the southerly street line of property reserved for proposed Captain Thomas Boulevard bearing Connecticut Geodetic Survey Coordinates, North 153,937.48, East 543,410.34;

Thence easterly N46° - 50' - 05"E, 223.62 feet along other property of the City of West Haven to a point;

Thence northerly and easterly 60.40 feet on a curve to the right, radius 845.00 feet to a point;

Thence southerly S26° - 04' - 00"E, 46.25 feet along other property of the City of West Haven to a point;

Thence southerly and westerly 46.77 feet on a curve to the left, radius 800.00 feet to a point;

Thence westerly S46° - 50' - 05"W, 231.73 feet to a point;

Thence N32° - 56' - 30"W, 45.73 feet along other property of the City of West Haven to the point of beginning.

Easement No. 2, for the benefit of each and every resident of the City of West Haven, the right to enter upon and use for recreational purposes each and every part of the beach within the following described area;

Beginning at a point bearing Connecticut Geodetic Survey Coordinates, North 153,937.48 East 543,410.34 located on the southerly street line of the proposed layout of Captain Thomas Boulevard;

Thence S32° - 56' - 30"E, 453.50 feet along parcel M, to the point of beginning of this area;

Thence N46° - 50' - 05"E, 231.73 feet to a point;

Thence southerly and easterly 46.77 feet on a curve to the right, radius 800 feet, to a point;

Thence S22° - 34' - 00" East 76 feet, more or less to a point on the Mean High Water Line;

Thence westerly along the Mean High Water Line 290 feet, more or less to a point;

Thence N32° - 56' - 30"W, 57 feet, more or less, to said point of beginning.

Also the right to enter upon and use for recreational purposes each and every part of any beach which may be reason of accretion become annexed to the aforesaid area.

Said parcel including all easements contains 3.8 acres, be it the same more or less, and is fully shown as parcel L on a map entitled "Map of Parcel L Savin Rock Urban Renewal Area 2 Conn. R-75, West Haven Redevelopment Agency, West Haven, Connecticut, Scale 1" = 40', August, 1970, Revised November, 1970, Revised August, 1971, Revised December, 1971"

Said premises are further subject to an easement in favor of the United Illuminating Company pertaining to the construction and maintenance of electrical construction facilities as appears of record.

Said premises are further subject to the terms, conditions, restrictions and covenants as contained in a certain CONTRACT FOR SALE OF LAND FOR PRIVATE REDEVELOPMENT BY AND AMONG WEST HAVEN REDEVELOPMENT AGENCY, CITY OF WEST HAVEN AND THE PHYLLIS'S INCORPORATED, dated January 3, 1973 and recorded in Volume 551 at Page 651 of the West Haven Land Records.

Said premises being conveyed subject to public and private law, ordinance or regulation, including building codes, zoning regulations, Coastal Area Management statutes, and subject to taxes to the City of West Haven on the list of October 1, 1988 which the Grantee herein agrees to assume as part consideration hereof.

**EXHIBIT “B”
SITE PLAN**

EXHIBIT “C”
CONSTRUCTION OBLIGATIONS

1. LANDLORD’S WORK

1.1. Tenant accepts possession of the Premises in its “AS IS” condition, without representation or warranty by Landlord, except as expressly set forth in the Lease. Landlord shall have no obligation with respect to construction within or about the Premises except as expressly set forth in the Lease.

1.2 Landlord shall perform all work necessary to relocate the currently existing public easement and public promenade which crosses the Premises. Tenant agrees to reimburse Landlord for the costs of all work performed, except for legal costs necessary to relocate said public easement and promenade to a location as described and illustrated in Exhibit B.

2. TENANT’S WORK

2.1 General. Tenant at its sole cost and expense, may alter, renovate or demolish and reconstruct any of the existing improvements on the Premises it so desires and construct all improvements on the Premises in accordance with this Exhibit “C”, specifically including, but not limited to, Tenant’s Building including trash enclosures, loading docks (if required), appurtenant sidewalks, curbing and landscaped areas adjacent to the Building, and all other facilities necessary for, or incidental to, the operation of its business (the Building together with all of the foregoing shall be hereinafter collectively referred to as the “**Tenant’s Work**”), strictly in accordance with the Final Drawings (as hereinafter defined) as approved by Landlord and all other applicable governmental and quasi-governmental agencies and with all applicable building codes and regulations governing the construction thereof. Tenant’s Work shall include the installation of all improvements (including fixtures, floor coverings, counters, painting, signage, offices, and other improvements) required for the operation of the Permitted Use. Tenant shall be solely responsible, at its sole cost, for all aspects of designing and constructing Tenant’s Work. Tenant shall be responsible for all construction costs associated with Tenant’s Work including, but not limited to hard and soft building costs, detector check installation, architectural/engineering fees, permits, utility meter costs and/or connection hook-up fees and any governmental fees payable by Tenant as a condition for the issuance of Tenant’s building permit, provided, however, Landlord will work with, and assist, Tenant to obtain any and all land use approvals necessary for the use of the Premises for the Permitted Use and for development and construction of the Building and all improvements on the Premises from all relevant public and quasi-public agencies, commissions, and departments, including the Board of Zoning Appeals, City Plan Commission, and the State Traffic Commission, provided, however, it is agreed and understood that the City does not have control over the independent municipal boards or commissions referred to under this Section 2.1 and has no control over any State or Federal agencies. The construction of parking facilities on the Premises shall conform with any and all zoning requirements and the requirements of any and all other applicable laws or regulations, the precise design of which shall be determined by Tenant in consultation with Landlord (taking into account both design issues and economic feasibility) with the overall intent of ensuring that the parking blends into the overall development of the Premises, while still allowing for natural ventilation. Tenant shall be responsible for obtaining a traffic study to determine the projected effect of the development of the Premises on traffic flow

immediately adjacent to the Premises and preparing a suitable plan to manage the same (the “**Draft Traffic Plan**”) for Landlord’s review. The Draft Traffic Plan shall include such road and signaling improvements and modifications as may be reasonably necessary in order to mitigate the impact of the additional traffic resulting from the completion of the Premises improvements, including traffic demand management strategies, without imposing costs that are commercially unreasonable on such development. Landlord and Tenant shall review the Draft Traffic Plan and seek to agree upon the same and to allocate responsibility for implementing the commercially reasonable provisions of the Draft Traffic Plan and the costs associated therewith. The design and construction of the Premises shall employ practices currently in use in retail developments in the vicinity of the Premises to ensure sustainability. To the extent commercially feasible, in Tenant’s reasonable business judgment, Tenant shall strive to achieve sustainability standards for the various components of the Premises, measured against LEED standards, which standards shall be agreed between Tenant and Landlord based on standards currently in use in retail developments in the vicinity of the Premises. Tenant shall use commercially reasonable efforts to secure the necessary financing for the development costs for Tenant’s Work, in keeping with good underwriting standards currently in use in comparable markets as, and in the vicinity of, the City for comparable developments as proposed for the Premises. In carrying out Tenant’s Work and the operation of the Premises thereafter, Tenant shall abide by all applicable governmental workforce requirements, now or hereafter existing, including, without limitation, all Equal Employment Opportunity requirements and Small Business Construction Initiative requirements. Following completion of Tenant’s Work, Tenant shall use commercially reasonable efforts to create a job training program for residents of the City in an effort to enable such residents to obtain employment in positions created at, and necessary for the operation of, the Premises.

2.2 Drawings and Specifications. Within one hundred eighty (180) days after the Effective Date of this Lease, Tenant shall, at Tenant’s expense, submit to Landlord a computer diskette containing or a PDF transmittal of fully detailed working drawings covering all aspects of Tenant’s Work. Within thirty (30) days after receipt thereof, Landlord shall notify Tenant in writing either that the drawings are: “Approved as Submitted”; “Approved Subject to Comments”; or “Disapproved,” with requirements for changes and/or submittal of supplementary information. Within fifteen (15) business days of receipt after such approval with conditions or disapproval, Tenant shall submit to Landlord three (3) sets of corrected and/or supplemented drawings for final approval. If approved, Landlord shall return to Tenant one set of drawings, bearing Landlord’s written approval; these plans shall be the “Final Drawings” for Tenant’s Work. If not approved, the foregoing process shall repeat. Notwithstanding Landlord’s review and approval of the Final Drawings, neither Landlord, nor its agents, servants or employees shall have any liability in any respect to any inadequacies, deficiencies, errors or omissions in Final Drawings.

2.3 Signage. Intentionally Omitted.

2.4 Permits and Code Compliance. Tenant shall make timely applications for all governmental approvals and permits necessary for Tenant’s Work, including signage, and shall pay for all customary governmental and utility fees and charges in connection with all of Tenant’s Work, including but not limited to plan check fees, planning review fees, building permit fees, and, utility hook-up fees and sewer connection charges for Tenant’s specific use. Tenant’s Work shall conform to governmental approvals and permits, and all applicable local, State and federal laws, building, health, and safety codes, ordinances, rules, regulations, and standards. Where

discrepancies exist among the various regulations and Landlord requirements, the strictest standards shall govern, but changes to the Final Drawings required by governmental agencies shall not be subject to Landlord's approval.

2.5 Insurance. The provisions of Section 7.5 of the Lease shall fully apply during the performance of and in connection with Tenant's Work. During performance of Tenant's Work and all fixturing and merchandising activities (and during any subsequent repairs, modifications, alterations and/or renovations of the Premises), in addition to other insurance required under this Lease, Tenant shall provide or cause its contractor(s) to provide, insurance as specified in this Section 2.5, and such insurance as may from time to time be required by county, state or federal laws, codes, regulations or authorities, together with such other insurance as is reasonably necessary or appropriate under the circumstances. All insurance policies required under this Exhibit "C" shall name Landlord as an additional insured, except for Tenant's Worker's Compensation Insurance which shall contain an endorsement waiving all rights of subrogation against Landlord.

2.5.1 Worker's Compensation. Tenant shall obtain Worker's Compensation Insurance, as required by state law and Employer's Liability Insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000.00) and any other insurance required by any employee benefit acts or other statutes applicable where the work is to be performed as will protect the contractor and subcontractors from any and all liability under the aforementioned acts.

2.5.2 Commercial General Liability Insurance. Tenant shall obtain Commercial General Liability Insurance (including Contractor's Protective Liability) with a combined single limit (bodily injury and property damage) of not less than One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate. Such insurance shall provide for explosion, collapse and underground coverage and contractual liability coverage and shall insure the general contractor and/or subcontractors against any and all claims for personal injury, including death resulting therefrom and damage to the property of others and arising from his operations under the contract, whether such operations are performed by the general contractor, subcontractors or any of their subcontractors, or by anyone directly or indirectly employed by any of them. Such insurance policy shall include (i) a products/completed operations endorsement; (ii) endorsements deleting the employee exclusion on personal injury and the liquor liability exclusion; and (iii) a cross-liability endorsement or a severability of interest clause. Such insurance shall be primary and Landlord's insurance (if any) shall be excess insurance only.

2.5.3 Comprehensive Automobile Liability Insurance. Tenant shall obtain Comprehensive Automobile Liability Insurance, including the ownership, maintenance and operation of any automotive equipment, owned, hired and non-owned in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) combined single limit (bodily injury and property damage) per occurrence and in the aggregate. Such insurance shall insure the general contractor and/or subcontractors against any and all claims for bodily injury, including death resulting therefrom and damage to the property of others arising from his operations under the contract, whether such operations are performed by the general contractor, subcontractor or any of their subcontractors, or by anyone directly employed by any of them.

2.6 Prior to Construction. Prior to any operations or construction at the Premises, Tenant must secure Landlord's written approval of the Final Drawings per Section 2.2 of this Exhibit "C". Prior to the commencement of construction, Tenant shall deliver to Landlord the following:

2.6.1 Contact List. A list of names, addresses, regular and 24-hour "emergency" phone numbers for Tenant's construction representative and general contractor.

2.6.2 Schedule. Schedule for all Tenant's Work as defined and described above.

2.6.3 Insurance. Certificates of Insurance, naming Landlord as an additional insured, both for Tenant (per Lease) and Tenant's contractor(s) (per Exhibit "C", Section 2.5, above).

2.7 Construction. Tenant's Work shall be performed in a professional manner in conformity with the approved Final Drawings, except where Landlord has given prior written approval for modifications. All initial construction work shall be completed within 12 months of the Effective Date. If Tenant is unable to complete initial construction within 12 months, Tenant may request from Landlord up to a six (6) month extension to complete the initial construction, approval of which shall not be unreasonably denied. It is agreed between the parties that any delay in the completion of Landlord's Work as described above, any event of Force Majeure as defined in Section 33.4 or litigation which delays initial construction shall toll the time for completion of the initial construction for the duration of any such event.

2.7.1 General Contractor. Tenant shall use a licensed, general contractor, experienced in commercial construction.

2.7.2 Disruptive Conduct. Tenant shall comply with noise abatement measures reasonably required by Landlord and any nuisance is strictly prohibited.

2.7.3 Protection of Existing Conditions. Tenant shall, at Tenant's sole cost and expense, furnish all necessary ramps, barricades, coverings, *etc.*, to protect adjoining premises from damage due to Tenant's Work. All costs to repair such damage to adjoining premises will be performed at the expense of Tenant.

2.7.4 Utilities During Construction. Tenant shall arrange and pay for utilities and facilities, including electricity, water, sanitary facilities, *etc.*, as necessary for the completion of Tenant's Work.

2.7.5 Trash Removal and Cleanup. At all times, Tenant shall keep the Premises reasonably free of dirt, dust, stains, trash, *etc.* related to Tenant's Work. During construction, fixturing and merchandising, Tenant shall, at Tenant's cost, cause the removal and legal disposal of all trash, debris, packaging, and waste materials from the Premises on a regular basis.

EXHIBIT "D"
CONFIRMATION LETTER

Date

Via OVERNIGHT DELIVERY

Tenant
Address
City, State, Zip

RE: CONFIRMATION LETTER
6 Rock Street, West Haven, Connecticut

Dear Tenant:

On _____, 202__, CITY OF WEST HAVEN, a municipal corporation organized and existing under the laws of the State of Connecticut ("**Landlord**"), and ROCK STREET BREWERY, LLC, a Delaware limited liability company ("**Tenant**"), entered into a Lease for the above-referenced property. By execution of this letter, the parties acknowledge they have agreed to the following:

1. Commencement Date:
2. Term Expiration Date:
3. Delivery Date:
4. Open for Business Date:
5. Number of Option Periods:
6. Option Notification Date:
7. Gross Floor Area of Premises:
8. The monthly Minimum Rent due under the Lease is as follows:

	<u>From</u>	<u>To</u>	<u>Amount</u>
Initial Term:			
First Option:			
Second Option:			
Third Option:			

Please execute and date the two (2) copies of this letter in the space provided below and return one (1) copy in the enclosed envelope at your earliest convenience. Tenant's failure to sign this Confirmation Letter and return it to Landlord within **15 business days** after receipt shall be deemed to be Tenant's acceptance of this Letter, including, but not limited to, the Commencement Date and the Term Expiration Date contained herein.

LANDLORD

TENANT

CITY OF WEST HAVEN

ROCK STREET BREWERY, LLC

By: _____
Name: _____
Its: _____

Date: _____

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

Date: _____

EXHIBIT "E"
ESTOPPEL CERTIFICATE

RE: That certain lease dated _____ (the "**Lease**") between CITY OF WEST HAVEN, a municipal corporation organized and existing under the laws of the State of Connecticut (the "**Landlord**") and ROCK STREET BREWERY, LLC, a Delaware limited liability company (the "**Tenant**") for premises located at 6 Rock Street, West Haven, Connecticut, containing approximately 22,000 square feet (the "**Premises**"), as further described in the Lease.

The undersigned, as Tenant [or] [Landlord] under the above referenced Lease, hereby certifies as follows:

1. The above-referenced Lease has not been modified or amended in any way, except for the following modifications or amendments, if any (it will be presumed that there are no modifications or amendments unless they are specified here):

(as so modified or amended, the "**Lease**"). The Lease represents the entire agreement between the parties as to the leasing of the Premises.

2. The Lease is in full force and effect.

3. All conditions under the Lease to be performed by Landlord [or] [Tenant] as a condition to the full effectiveness of the Lease have been satisfied. As of this date, Tenant [or] [Landlord] has (a) no claims against Landlord [or] [Tenant], and (b) no defenses or offsets against the enforcement of the Lease by Landlord, [or] [Tenant] other than as follows:

4. The term of the Lease began on _____, and expires on _____ (including renewal options already exercised, if any). The term is subject to Two(2) outstanding renewal option(s) of Twenty (20) years each pursuant to Section 2.4 of the Lease (it will be presumed that there are no outstanding renewal options unless they are specified here).

5. Tenant has opened for business in the Premises and is currently conducting business therein.

6. The Minimum Rent obligation of Tenant under the Lease is in effect and the current Minimum Rent is _____ (\$____) per month. The Minimum Rent is subject to periodic increases or adjustment pursuant to Section ____ of the Lease.

7. No rent has been paid for any period after the end of the current calendar month.

8. The current amount of the security deposit held by Landlord is \$0.

9. Tenant has a right of first refusal to purchase the Premises as set forth in Section [3] of the Lease.

10. The Lease does not provide for any restriction or prohibition on any use or uses on the property of which the Premises are a part, except as set forth in the Lease.

11. Tenant has not paid any rent under the Lease more than thirty (30) days in advance of its due date.

This certification is made for the benefit of [_____] (Buyer) [_____] (Lender) and any lenders with an interest in any deed of trust now or hereafter encumbering the property of which the Premises are a part; however, the statements contained herein are not intended as affirmative representations, warranties, covenants, or waivers, but shall act solely to preclude the Tenant from asserting any claim or defense against the [Buyer or Lender] to the extent such claim or defense is based upon facts which are contrary to those contained herein. Furthermore, no statement herein shall be construed or operate to (1) amend or modify any provision of the Lease (and to the extent there is any conflict between any of the express provisions of the Lease and any statement set forth herein, the provisions of the Lease shall control); (2) waive any of Tenant's rights under the Lease; or (3) waive the exercise of any remedy that may accrue to Tenant upon Tenant's discovery of any fact, or breach of the Lease by Landlord, which may now exist and be unknown to Tenant.

IN WITNESS WHEREOF, the undersigned Tenant [or] [Landlord] has executed this Certificate as of the date written below.

TENANT[or] [LANDLORD] :

Tenant [or] [Landlord] Name

Date: _____, 20__

By:_____

Its:_____