

LEASE

BY AND BETWEEN

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

(“Landlord”)

and

**RTR HOSPITALITY GROUP, LLC
a Connecticut limited liability company**

(“Tenant”)

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

Exhibit A - Legal Description of the 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 in the Preamble of such lease (the “**Lease**”) . In the event of any conflict between the provisions of this Lease Summary and the provisions of the Lease (absent the incorporated provisions of this Lease Summary) the provisions of the Lease (absent the incorporated provisions of this Lease Summary) shall control. References in this Lease Summary to Articles and Sections are to Articles and Sections of the Lease. For purposes of the Lease, the following terms shall have the following meanings:

Effective Date of Lease:	December __, 2024
Premises:	That certain real property known as 6 Rock Street, West Haven, Connecticut, more particularly described on <u>Exhibit A</u> attached to and made a part of the Lease, excluding the Public Area (as defined in Section 5 of the Lease), together with the building and improvements located thereon on the Effective Date.
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
Landlord’s Payment Address	[TBD]
Tenant:	RTR Hospitality Group, LLC A Connecticut limited liability company
Tenant’s Notice Address:	RTR Hospitality Group, LLC 8 Morse Avenue West Haven, CT 06854 Attention: Peter Mennona
With a copy to:	FRANCIS LIETO Goldman Gruder & Woods, LLC 105 Technology Drive Trumbull, CT 06611 Email : Flieto@goldgru.com
Guarantor:	None.
Permitted Use: (Section 8.1)	The Premises shall be used exclusively for a first-class restaurant and banquet facility with outdoor and rooftop dining.

Premises Address:	6 Rock Street West Haven, Connecticut				
Floor Area of Building on the Premises: (Article 1)	Approximately 34,479 s.f of total area; 11,952 s.f. ground floor; 11,602 s.f. basement space, plus approximately 6650 s.f. of rooftop space and 4,275 s.f. of outdoor bar and dining space.				
Initial Term: (Section 2.1)	Twenty (20) years from Commencement Date of Lease				
Option Periods: (Section 2.3)	Two (2) consecutive periods of five (5) years each				
Delivery Date: (Section 2.1)	Effective Date of Lease				
Commencement Date: (Section 3.1)	The earlier to occur of (i) that date upon which the Premises is opened for business with the general public, (ii) forty-five (45) days after Tenant's receipt of a certificate of occupancy such that Premises is able to be opened for business to the general public, subject to extension in accordance with the provisions of the Lease				
Base Rent: (Section 3.1)	<table> <tr> <td><u>Per Month</u></td><td><u>Per Year</u></td></tr> <tr> <td>\$ 9,000.00</td><td>\$108,000.00</td></tr> </table> Subject to CPI Adjustment (as defined in Section 3.1 of the Lease) once every five (5) years during the Initial Term and any Option Periods.	<u>Per Month</u>	<u>Per Year</u>	\$ 9,000.00	\$108,000.00
<u>Per Month</u>	<u>Per Year</u>				
\$ 9,000.00	\$108,000.00				

LEASE

This LEASE (“**Lease**”) is made and entered into as of December ___, 2024 (the “**Effective Date**”), by and between the **CITY OF WEST HAVEN**, a municipal corporation organized and existing under the laws of the State of Connecticut (“**Landlord**” or “**City**”), and **RTR HOSPITALITY GROUP, LLC**, a Connecticut limited liability company (“**Tenant**”). Each of Landlord and Tenant is sometimes individually referred to in this Lease as a “**Party**” and, collectively, as the “**Parties**.”

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 consist of the real property more particularly described on Exhibit A attached hereto and made a part hereof, along with the building (“**Building**”) and improvements located upon the Premises on the Effective Date and shown on the site plan attached hereto and made a part of as Exhibit B. Subject to obtaining necessary governmental and regulatory approvals, Tenant shall renovate the Building to contain the approximate square footage set forth in the Lease Summary, all in accordance with plans, specifications and drawings to be approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed, and the provisions of this Lease. Landlord acknowledges that Tenant currently plans to perform significant renovations on the Building and perform work for other improvements on the Premises, and Landlord agrees that Tenant may perform all such work in accordance with the provisions of this Lease. The term “**floor area**”, as used in this Lease, shall mean all areas of the Building designated for the exclusive use of 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 that outdoor bar and dining areas shall not be included in such calculations.

1.2 [Reserved.]

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 (if any) or occupants of the Premises. The Landlord represents that it has the absolute right to lease the Premises to Tenant in the manner prescribed by this Lease.

1.4 Services by Landlord. The Landlord shall deliver the Premises to the Tenant free of all personal property and debris. Other than as aforesaid or to the contrary elsewhere herein, Landlord is not and shall not be required under this Lease to render any services of any kind to Tenant.

Acceptance by Tenant. Except for Landlord's obligation to deliver the Premises to Tenant free of all personal property and debris, Tenant accepts the Premises "AS IS", with all faults, including, without limitation, any and all buildings and other structures (both above and below grade) presently situated thereon in their present condition, without warranty of any kind, except as to Landlord's title to the Premises. Tenant agrees to renovate and rehabilitate the Premises and improvements thereon 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) without cost or expense to Landlord, in accordance with the provisions of this Lease. Notwithstanding the foregoing, should the Tenant discover the presence of any Hazardous Materials (as defined in Section 17.2) upon the Premises after delivery, for which the cost of remediation payable to third parties is reasonably estimated in writing by an environmental remediation contractor licensed in the State of Connecticut and reasonably acceptable to Landlord to exceed the sum of \$70,000.00, and Landlord does not agree in writing within thirty (30) days after receipt of such written estimate ("**Landlord's Acceptance Period**") to bear such remediation costs payable to third parties in excess of the sum of \$70,000.00 ("**Excess Remediation Costs**"), Tenant shall have the right, by written notice to Landlord within thirty (30) days after expiration of Landlord's Acceptance Period without Landlord having agreed to bear Excess Remediation Costs, to terminate this Lease, whereupon the Parties shall be released and relieved from all further liability hereunder, except for the Parties' obligation under Section 7.5, which shall survive such termination for so long as is necessary to fulfill the intent thereof. If, within Landlord's Acceptance Period, Landlord agrees to bear Excess Remediation Costs and to the extent that same do not exceed six months of Base Rent, Landlord may bear them in the form of a credit to Base Rent (as defined in Section 3.1) beginning immediately upon the Commencement Date (as defined in Section 2.2). Landlord's liability for Excess Remediation Costs, including the related Base Rent credit, shall be based upon documentation reasonably acceptable to Landlord regarding Tenant's third party costs of environmental remediation.

1.5 Compliance with Laws. The Premises shall be renovated, rehabilitated and modified, and the Tenant Improvements (as defined in Section 2.2) shall be completed 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, and in accordance with the other provisions of this Lease.

2. ACCESS AND TERM.

2.1 Access. Commencing on the Effective Date, Tenant and its employees, agents, designees, contractors and consultants shall have exclusive access to the Premises twenty-four (24) hours a day and seven (7) days a week. During the performance of Tenant's Work, 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 and made a part hereof, for their anticipated activities on the Premises. Tenant agrees to perform Tenant's Work 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 with respect to the Tenant's Work (defined below in this Section 2.2) and as otherwise specified herein, including under Section 2.1 above, shall commence upon the earlier of (i) that date upon which the Premises is opened for business with the general public, (ii) forty-five (45) days after Tenant's 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. "**Lease Term**" or "**Term**" shall mean the Initial Term and any exercised Option Periods (as defined in Section 2.4). All obligations with respect to the Tenant Improvements (as defined in the next sentence) 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 improvements, modifications and renovations to the Building and all other improvements to the Premises constructed by Tenant, its agents, contractors or employees, all of which shall be considered Landlord's property, subject to Tenant's leasehold interest therein. Within fifteen (15) business days after submittal from Landlord to Tenant of a proposed confirmation letter substantially in the form attached hereto and made a part hereof as Exhibit D confirming completion of the Tenant Improvements, the Commencement Date and any other matters reasonably requested by Landlord, Tenant shall execute and deliver to Landlord such confirmation letter. 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 five (5)-year anniversary dates for rental adjustments, the first "**Lease Year**" shall begin on the Commencement Date and shall expire on the day before the first anniversary date of the Commencement Date. For the purposes of the remainder of the Lease 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 at the time Tenant exercises its option under this Lease, Tenant may extend the Term for up to two (2) consecutive five (5)-year periods ("**Option Periods**") by giving notice of exercise thereof 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, including the five (5)-year CPI Adjustment (as defined in Section 3.1).

2.5 Approvals Contingency.

2.5.1 Municipal Approvals. Tenant shall file applications as soon as reasonably practicable to obtain any and all approvals necessary for the use of the Premises for the Permitted Use (as defined in Section 8.1) and for the development and construction of the Tenant Improvements upon the Premises from all relevant public and quasi-public agencies, commissions, and departments, including, to the extent necessary, the Board of Zoning Appeals, City Planning and Zoning Commission, and the State Traffic Commission, other than such permits and approvals that are not possible to obtain until subsequent to detailed plans, specifications and drawings ("**Municipal Approvals**"). Landlord will make a reasonable effort to work with and assist Tenant in obtaining the Municipal Approvals, 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 2.5.1, and has no control over any state or federal agencies. If, despite Tenant's reasonable, diligent efforts, Tenant is unable to obtain final, non-appealable Municipal Approvals within one hundred twenty (120) days after the Effective Date (the "**Municipal Approvals Deadline**"), then Tenant within ten (10) business days after the Municipal Approvals Deadline, may give written notice to Landlord either (i) terminating this Lease or (ii) extending the Municipal Approvals Deadline for a period of up to sixty (60) days. Failure of Tenant to provide such notice shall be deemed Tenant's election to terminate this Lease. If Tenant terminates this Lease (or is deemed to have terminated this Lease), each Party shall be released and relieved from all liability hereunder, except for their respective obligations pursuant to Section 7.5, which shall survive expiration or earlier termination of this Lease for so long as is necessary to fulfill the intent thereof.

2.5.2 Plans, Drawings and Specifications. Within one-hundred eighty (180) days after the Tenant's receipt of all Municipal Approvals and the expiration of applicable appeals periods, Tenant shall, at Tenant's expense, submit to Landlord fully detailed working, plans, specifications and drawings covering all aspects of Tenant's Work, as further described on Exhibit C, along with applications for all required building permits, approvals, licenses and consents for Tenant's Work and for the Permitted Use of the Premises (collectively, the "**Permits**"). Within thirty (30) days after receipt thereof, Landlord shall notify Tenant in writing either that the plans, specifications and drawings are: "Approved as Submitted"; "Approved Subject to Comments"; or "Disapproved," with requirements for changes and/or submittal of supplementary information. Tenant shall address Landlord comments or disapproval if and as applicable within thirty (30) days thereafter. Landlord shall have a fifteen (15) day review period to either accept Tenant's addressing of such comments and/or disapproval or require the process to be repeated as required until the date Landlord indicates in writing that Landlord is satisfied with such plans, specifications and drawings ("**Landlord's Sign-off Date**"). Such detailed working plans, drawings and specifications shall be used by Tenant for Tenant's Work Notwithstanding Landlord's review and approval of such plans, specifications and drawings, neither Landlord, nor its agents, servants or employees shall have any liability in any respect for any inadequacies, deficiencies, errors or omissions in such plans, specifications and drawings.

2.5.3 Permits. Within fifteen (15) days following Landlord's Sign-off Date, Tenant shall apply for, assume all costs of and prosecute, with reasonable diligence, all Permits, all in accordance with the plans, specifications and drawings approved by Landlord pursuant to Section 1.1 and Section 2.5.2. Landlord will make a reasonable effort to work with and assist Tenant in obtaining the Permits that are in accordance with the plans, specifications and drawings approved by Landlord pursuant to Section 1.1 and Section 2.5.2, provided, however, it is agreed and understood that the Landlord does not have control over the independent municipal boards, commissions of officials, and has no control over any state or federal agencies. 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 Landlord's Sign-off Date (the "**Permit Deadline**"), then Tenant, within ten (10) business days after the Permit Deadline, shall give written notice to Landlord either (i) terminating this Lease, or (ii) extending the Municipal Approvals Deadline for a period of up to sixty (60) days. If Tenant terminates this Lease (or is deemed to have terminated this Lease), in accordance with the provisions of this Section 2.5.3, each Party shall be released and relieved from all further liability hereunder except for their respective obligations pursuant to Section 7.5, which shall survive expiration or earlier termination of this Lease for so long as is necessary to fulfill the intent thereof..

2.6 Landlord Termination Right. Landlord's agreement to enter into this Lease is specifically conditioned upon Tenant's timely completion of all Tenant Improvements. If Tenant has not completed all Tenant Improvements sufficient to open Premises for business to the general public within fifteen (15) months after Tenant obtains the Permits plus any applicable extension of time granted by the provisions of this Lease and shall fail to cure within sixty (60) days following receipt of written notice of such failure, the Tenant shall have the option to: (i) accelerate the Commencement Date and immediately commence paying Rent pursuant to this Lease, provided Tenant has been diligently pursuing completion of the Tenant Improvements in accordance with the provisions of this Lease or (ii) terminate this Lease (which shall be deemed elected by Tenant if Tenant does not commence paying Rent within such sixty (60) day period) whereupon and all right, title and interest of Tenant in the Lease, Premises and all Tenant Improvements and other property located on Premises shall become property of Landlord with no recourse or defense available to Tenant immediately upon receipt of written notice from Tenant to Landlord of exercising its right of termination. Should the Tenant choose option (i) as aforesaid, Tenant shall continue to diligently pursue completion of the Tenant Improvements in accordance with the provisions of this Lease, and after payment of twelve (12) months of Rent, if it still has not completed all Tenant Improvements sufficient to open Premises for business to the general public, then in such event the Landlord, upon written notice to Tenant, may terminate this Lease whereupon and all right, title and interest of Tenant in the Lease, Premises and all Tenant Improvements and other property located on Premises shall immediately become property of 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 whereupon all rights and obligations of the Parties under this Lease shall terminate, except for the Parties' respective obligations pursuant to Section 7.5, which shall survive expiration or earlier termination of this Lease for so long as is necessary to fulfill the intent thereof.

2.7 Cooperation. Commencing upon the Effective Date and continuing throughout the Term, provided Tenant is not in default in performance of any of its obligations under this Lease Landlord, at no out-of-pocket cost to it, and subject to such other provisions of this Lease that may be applicable, shall reasonably cooperate, from time to time, with Tenant in Tenant's efforts to obtain financing (or refinancing) for the proposed Tenant Improvements and any future remodeling and/or reconstruction of them.

2.8 Automatic Extension. Notwithstanding anything else contained hereunto the contrary, if Tenant has applied for the Municipal Approvals or Permits, as applicable, within the time periods specified above but the Municipal Approvals or Permits, as applicable, have not been issued due to Force Majeure (as defined in Section 33.4 below), or the Tenant Improvements have not been completed within fifteen (15) months after Tenant obtains the Permits due to Force Majeure, then Tenant shall have an additional period of time to obtain the Municipal Approvals or Permits, or complete the Tenant Improvements, as applicable, on a day-for-day basis during the pendency of any such Force Majeure. Subject to Force Majeure, Tenant shall diligently pursue all Municipal Approvals, Permits, preparation of plans, specifications and drawings and Tenant's Work.

3. RENT, SECURITY DEPOSIT, AND OPTION RENT.

3.1 Rental Payment. Tenant shall pay to Landlord as base rent (“**Base Rent**”) as stated below per month beginning on the Commencement Date.

<u>Per Month</u>	<u>Per Year</u>
\$ 9,000.00	\$108,000.00

The Base Rent shall be increased every five (5) years during the Term by a percentage equal to the percentage change in the Consumer Price Index statistics published by the United States Bureau of Labor. Comparisons shall be made using the index entitled, “U.S. City Average/All Items and Major Group Figures for all Urban Consumers, Northeast Region (1982-84 = 100),” or the nearest comparable data on changes in the cost of living, if such index is no longer published (the “**CPI Adjustment**”) The CPI Adjustment shall be determined by comparison of the figure for the date that is one (1) month prior to adjustment. In no event shall this calculation cause a reduction in Base Rent. The proposed adjustment shall be presented by Landlord to Tenant fifteen (15) days prior to the effective date of the increase.

Payments shall be made in advance in monthly installments on or before the first (1st) day of each and every month of the Lease Term from and after the Commencement Date. Base 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. Base Rent adjustments set forth herein shall occur on the first (1st) day of the applicable Lease Year. All Rent (as defined in this Section 3.1) shall be payable without demand, deduction or offset, 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 Base Rent. The Lease is a net lease, excepting Real Property Taxes (as defined in Section 6.1), which, if applicable, shall be the sole obligation of the Landlord, but all other taxes (including Personal Property Taxes), as well as all assessments and all costs of utilities, repairs, operations and maintenance and all other expenses, together with all required capital expenditures, regarding the Premises being the exclusive obligation of Tenant, except as provided in Section 9.1. The terms “**Rent**” and “**Rental**” shall mean all Base 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, Base Rent shall be increased by the CPI Adjustment.

4. REAL PROPERTY TAXES.

The Landlord shall be solely responsible for one hundred percent (100%) of the Real Property Taxes (as defined in Section 6.1) for the Premises, including the Building and improvements located thereon.

5. TENANT RIGHT IN COMMON WITH THE PUBLIC.

The Tenant shall have the nonexclusive right to use in common with the public the area, more particularly illustrated as “Open Space” and “Public Easement” on Exhibit B attached hereto and made a part hereof, consisting of the public area lawn, public easement and public walkway, which shall not be part of the Premises (the “**Public Area**”). Landlord, at its sole cost and expense, shall be responsible for repair, replacement and maintenance of the Public Area during the Term.

6. TAXES.

6.1 Real Property Taxes. 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.

6.2 Other Property Taxes. 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 (“**Personal Property Taxes**”). 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” or better in the most recent edition of “Best’s Insurance Guide” and authorized to do business in the State of Connecticut, 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 under this Article 7 shall be commercially reasonable, and subject to Landlord’s prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed. Tenant shall deliver to Landlord copies of its insurance policies required by this Article 7, or a certificate evidencing that such coverage is in effect, within ten (10) days prior to 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 officers, agents, employees, board members and commission members and any insurance or self-insurance maintained by Landlord 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 defined in Section 17.2) 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 Two Million Dollars (\$2,000,000.00) per occurrence and Five Million Dollars (\$5,000,000.00) in the aggregate for bodily injury and property damage with limits dedicated to the Premises. 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 shall keep in force during the Lease Term 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 One Million Dollars (\$1,000,000.00) combined single limit (bodily injury and property damage) per occurrence and in the aggregate. Tenant's commercial general liability insurance coverage and automobile liability insurance 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, 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 of Connecticut 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 Waiver and Indemnification.

7.5.1 Waiver and Indemnification by Tenant. To the fullest extent permitted by law, and subject to the waiver of subrogation set forth in Section 7.4, to the fullest extent allowed by law, Tenant shall (and 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. To the fullest extent permitted by law, 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 reasonable attorneys' fees arising from or relating to (a) use of the Premises by Tenant or any of the Tenant Parties, or (b) any acts or omissions of Tenant or any of the Tenant Parties. The provisions of the indemnification by Tenant set forth in this Section shall survive the expiration or earlier termination of this Lease for so long as is necessary to fulfill the intent thereof.

7.5.2 Waiver and Indemnification by Landlord. Notwithstanding anything set forth to the contrary, nothing in this Agreement shall make Tenant responsible for loss, damage, liability or expense resulting from injuries to third parties caused by the sole negligence or recklessness of Landlord or its agents, officers, directors, employees, officials, contractors or invitees or Landlord's use of the Premises. Furthermore, Landlord shall protect, indemnify, defend and hold Tenant harmless from and against any and all claims, actions, damages, suits, judgments, decrees, orders, liability, cost and expense (including reasonable attorneys' fees) in connection with loss of life, bodily injury, personal injury and/or damage to the property of whatever kind or character, to the extent arising from or out of any acts or omissions of Landlord or its agents, officers, directors, employees, officials, contractors or invitees or Landlord's use of the Premises.

7.5.3 Environmental Indemnification by Tenant. Tenant covenants and agrees at all times to indemnify, hold harmless and defend Landlord, its successors and assigns, as owner of the Premises from and against any and all liability, loss, damage, cost, expense (including, without limitation, reasonable attorneys' fees and expenses), cause of action, suit, claim, demand or judgment against the Tenant and/or the Premises of any nature pertaining to Hazardous Materials or other waste-like or toxic substances located or emanating from or relating to the Premises, including, but not limited to, liens or claims of any federal, state or municipal government or quasi-governmental agency or any third person, whether arising under any federal, state or municipal law or regulation or tort, contract or common law, to the extent resulting from the actions or inactions of Tenant or Tenant's agents, employees or contractors.

7.5.4 Environmental Indemnification by Landlord. Landlord covenants and agrees at all times to indemnify, hold harmless and defend Tenant, its successors and permitted assigns, as owner of the Premises from and against any and all liability, loss, damage, cost, expense (including, without limitation, reasonable attorneys' fees and expenses), cause of action, suit, claim, demand or judgment against the Tenant and/or the Premises of any nature pertaining to

Hazardous Materials or other waste-like or toxic substances originating at, located at, emanating from, emanating onto, associated with or relating to the Premises prior to the Effective Date, including, but not limited to, liens or claims of any federal, state or municipal government or quasi-governmental agency or any third person, whether arising under any federal, state or municipal law or regulation or tort, contract or common law, except to the extent such conditions are exacerbated by Tenant. For the avoidance of doubt, the Landlord's indemnification of Tenant hereunder shall apply to the discovery of Hazardous Materials present upon the Premises or resulting from a condition which existed prior the Effective Date but not discovered until thereafter.

7.5.5 Survival. The provisions of this Section shall survive the expiration or earlier termination of this Lease for so long as is necessary to fulfill the intent thereof.

7.6. Insurance Policies. Upon request from Landlord, Tenant shall provide Landlord with insurance policies for insurances required under this Article 7.

8. USE.

8.1 Permitted Use Defined. The Premises shall be used exclusively as a first-class restaurant and banquet facility that will include rooftop and outdoor dining (the "**Permitted Use**").

8.2 Events.

8.2.1 Community Events. Landlord is a municipal government entity and as such holds or sponsors a number of special local events and fundraisers to celebrate holidays and other occasions, 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 purpose, Tenant shall cooperate with the City in connection with such Community Events, including the Independence Day Fireworks, the Savin Rock Festival, the Heart Walk, the Alzheimer Walk, and Dominate the Day events, over the course of each calendar year, starting with the Effective Date and during the entire Term. As its part of any such Community Event, the Tenant shall permit Landlord the nonexclusive use of the parking lot on Premises for Community Events. The exact number and dates of all such Community Events shall be reasonably determined by Landlord at the beginning of each calendar year during the Term but shall not exceed six (6) per Lease Year, with no more than one (1) Community Event per calendar month, subject to addition and modification by mutual written consent of the Tenant, which consent may not be unreasonably withheld, conditioned or delayed. Landlord may bring shuttle vehicle to the Premises for shuttling of people who park at the Premises to and from Community Events. Beach parking at the Premises shall not be permitted, except when the beach area is used for a Community Event.

8.2.2 Tenant Events. Tenant may hold restaurant or banquet events for which the parking areas on the Premises may be inadequate ("**Extraordinary Tenant Events**"). Landlord agrees that, Tenant, on a non-exclusive basis, may use parking areas owned or controlled by the Landlord or the West Haven Board of Education, including West Haven High School, which approval shall be in writing from the Mayor's Office Chief of Staff or his or her designee, and may not be unreasonably withheld, conditioned or delayed for shuttle parking for Extraordinary Tenant

Events “Extraordinary Tenant Event Parking Areas”. Such parking arrangements are subject to pre-emption by subsequently scheduled City or school events. In the event of pre-emption, Landlord shall use reasonable efforts to provide alternate shuttle parking for such Extraordinary Tenant Events. Tenant may bring shuttle vehicles onto Extraordinary Tenant Event Parking Areas for shuttling of people to and from Extraordinary Tenant Events.

8.3 Local Hiring. Tenant agrees that Tenant will not discriminate against any employee or applicant for employment or any customers 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 perform Tenant Work and to work at the Premises.

8.4 Operations Obligation. Excluding closures for reasonable periods of time for remodeling as permitted under this Lease (not to exceed any six (6)-month period), closures due to rebuilding and repair after casualty or condemnation for such period as is reasonably necessary for such rebuilding and repair, closures for national holidays in Tenant’s discretion, and closures due to Force Majeure that prevent the operation of Tenant’s business on the Premises, if after Tenant initially opens for business to the public at the Premises, and Tenant thereafter fails to remain open for business in any portion of the Premises for a period of thirty (30) or more consecutive days (other than for seasonal rooftop and outdoor dining), then Tenant shall not be in default under any provision of this Lease as a result thereof, but Landlord, nevertheless, shall have the right to terminate this Lease upon thirty (30) days’ prior written notice to Tenant if Tenant does not re-open prior to the expiration of such thirty (30)-day notice period. If Landlord terminates this Lease pursuant to this provision, each Party shall be released and relieved from all further liability hereunder except for obligations that survive expiration or earlier termination of this Lease, including the Parties’ obligations under Section 7.5.

9. MAINTENANCE, REPAIRS, ALTERATIONS.

9.1 Tenant’s Obligations. Commencing on the Effective Date and excluding Landlord’s obligations under Section 9.2, Tenant, at its sole cost and expense, shall make and perform all maintenance, repairs and/or replacements to the Premises including the roof, exterior and interior walls, structural parts and structural floor of the Building and improvements on the Premises, the utilities, pipes and conduits located within the Building (the Landlord shall be responsible for any maintenance, repairs and/or replacements of the utilities, pipes and conduits running from the public street to the Building, except to the extent such maintenance, repairs and/or replacements are necessitated by acts or omissions of the Tenant. Without limiting the foregoing, Tenant shall promptly address, at its sole cost and expense, all pipe clogs resulting from Tenant’s acts or omissions.), the sidewalks, curbs, paving, repaving, resurfacing, striping, re-striping, signage and landscaping located on the Premises, including all Tenant Improvements and shall keep the entire Premises in good order and repair (“**Tenant’s Premises Obligations**”). Tenant shall defend, indemnify and hold harmless Landlord in connection with all Tenant’s Premises Obligations in accordance with the provisions of Section 7.5, and Tenant’s failure to maintain the Premises in good order and repair shall constitute a material breach of the Lease and grounds for default under Section 13.1.

9.2 Landlord’s Obligations. Except for Landlord’s obligations for maintenance of the Public Area in accordance with Section 5, and maintenance, repairs and/or replacements of the

utilities, pipes and conduits running from the public street to the Building in accordance with Section 9.1, Landlord shall not be obligated to make or perform any repairs, maintenance or replacements of any kind, nature, or description whatsoever, to the Premises, including Building and the other improvements on the Premises.

9.3 Surrender. Prior to the expiration or termination of this Lease, Tenant shall surrender the Premises to Landlord in good and broom-clean condition, with all of Tenant's signs and personal property removed. Tenant shall remove all trade fixtures, personal property and signs from the Premises and shall promptly repair any damage as a result of such removal. Title to any of the foregoing not removed by Tenant, at Landlord's discretion and choice, shall pass automatically to Landlord upon expiration or earlier termination of this Lease or removed by Landlord at Tenant's expense.

9.4 Alterations. As used in this Lease, "**Alterations**" shall mean any alterations, additions and/or improvements (but not repair or replacement of existing improvements or Tenant Improvements with substantially similar improvements) made to the Premises by Tenant or any of the Tenant Parties after completion of the Tenant's Work. 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, specifications and drawings therefor that have been approved in advance and in writing by Landlord.

9.5 Personal Property. Personal property, fixtures and equipment 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, no such Personal Property shall become a part of the realty. Subject to the provisions of Section 9.4, any Personal Property left at the 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 earlier 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 at Tenant's sole cost and expense. 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.

11. LIENS.

Tenant shall keep the Premises free from any liens or encumbrances arising out of any work performed, material furnished or obligations incurred by or for Tenant or any person or entity claiming through or under Tenant. Any claim to, or lien upon, the Premises arising from any act or omission of Tenant shall accrue only against the leasehold estate of Tenant and shall be subject and subordinate to the paramount title and rights of Landlord in and to the Premises. If any mechanics' or other lien shall be filed against the Premises purporting to be for labor or material furnished or to be furnished at the request of the Tenant, then Tenant shall at its expense cause such lien to be discharged of record by payment, bond or otherwise, within thirty (30) days after the filing thereof, and Tenant shall defend, indemnify and hold Landlord harmless from any losses, liabilities, or expenses arising therefrom in accordance with the provisions of Section 7.5.

12. ASSIGNMENT AND SUBLETTING.

12.1 Transfers.

12.1.1 Landlord's Consent. Subject to certain exceptions set forth in Section 12.7, Tenant shall not, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed as further described below: (a) assign, mortgage, pledge, hypothecate, encumber, or permit any lien to attach to, or otherwise transfer, this Lease or any interest hereunder, by operation of law or otherwise, (b) sublet the Premises or any part thereof, (c) permit the use of the Premises by any Persons other than Tenant, its employees, vendors, customers and invitees (all of the foregoing are hereinafter sometimes referred to collectively as "**Transfers**" and any Person to whom any Transfer is made or sought to be made is hereinafter sometimes referred to as a "**Transferee**"). As used in this Lease, the term "**Person**" means an individual, trust, partnership, limited liability company, joint venture, association, corporation and any other entity. Tenant agrees to reimburse Landlord upon written demand for legal fees and any other reasonable expenses and costs incurred by Landlord in connection with any proposed assignment or subletting or other Transfer.

12.1.2 Certain Transfers. For purposes of this Lease, the term "**Transfer**" shall also include, and all of the foregoing provisions shall apply to: (a) the conversion, merger or consolidation of Tenant into a corporation, limited liability company or limited liability partnership, (b) if Tenant is a partnership or limited liability company, the withdrawal or change, voluntary, involuntary or by operation of law, of a majority of the partners or members, or a transfer of a majority of partnership or membership interests, within a twelve (12) month period, or the dissolution of the partnership or company, and (c) if Tenant is a closely held corporation (i.e., whose stock is not publicly held and not traded through an exchange or over the counter), the change in control, dissolution, merger, consolidation or other reorganization of Tenant.

12.1.3 Transfer Notice. If Tenant shall desire Landlord's consent to any Transfer, Tenant shall notify Landlord in writing, which notice (a "**Transfer Notice**") shall include: (a) the proposed effective date (which shall not be less than twenty (20) nor more than 180 days after Tenant's notice), (b) the portion of the Premises to be Transferred (herein called the "**Subject**

Space”), (c) the terms of the proposed Transfer and the consideration therefor, the name, address and background information concerning the proposed Transferee, and a true and complete copy of all proposed Transfer documentation, and (d) financial statements (balance sheets and income/expense statements for the current and prior two (2) years) of the proposed Transferee, in form and detail reasonably satisfactory to Landlord, certified by an officer, partner or owner of the Transferee, and any other information to enable Landlord to determine the financial responsibility, character, and reputation of the proposed Transferee, nature of such Transferee’s business and proposed use of the Subject Space, and such other information as Landlord may reasonably require. Landlord shall respond to Tenant’s notice of a proposed Transfer within thirty (30) days following Tenant’s submission to Landlord of completed notice therefor in compliance with the foregoing provisions of this Section 12.1). Any Transfer made without complying with this Article shall at Landlord’s option be null, void and of no effect, or shall constitute an Event of Default under this Lease.

12.1.4 Approval. The Parties hereby agree that it shall be reasonable under this Lease and under any applicable law for Landlord to withhold consent to any proposed Transfer where one or more of the following applies (without limitation as to other reasonable grounds for withholding consent): (a) the Transferee is of a character or reputation or engaged in a business which is not consistent with the quality or nature of the Premises, (b) the Transferee intends to use the Subject Space for purposes which are not permitted under this Lease, (c) the Subject Space is not with appropriate means of ingress and egress suitable for normal renting purposes, would result in more than a reasonable number of occupants, or would require increased services by Landlord, (d) in the case of a proposed assignment of Tenant’s interest in the Lease (partial or full), the proposed Transferee does not have, in Landlord’s sole good faith determination, satisfactory references or a reasonable financial condition in relation to the Lease obligations to be assumed in connection with the Transfer, (e) the Transfer involves a partial or collateral assignment, or a mortgage, pledge, hypothecation, or other encumbrance or lien on this Lease, or a Transfer by operation of law, so long as such Transfer is not a Permitted Transfer, (f) the proposed Transfer involves conversion, merger or consolidation of Tenant into a limited liability company or limited liability partnership which would have the legal effect of releasing Tenant from any obligations under this Lease, (g) the proposed Transfer would cause Landlord to be in violation of any applicable laws or regulations or any other lease, mortgage or agreement to which Landlord is a party, or would create adverse tax consequences for Landlord, or (h) Tenant has committed and failed to cure an Event of Default.

12.2 Landlord’s Options; Recapture. Landlord shall have the option, exercisable by written notice delivered to Tenant within fifteen (15) days after Landlord’s receipt of a Transfer Notice accompanied by the other information described in Section 12.1, to: (a) permit Tenant to Transfer the Premises; or (b) disapprove the Tenant’s Transfer of the Premises and to continue the Lease in full force and effect as to the entire Premises. If Landlord approves of the proposed Transfer pursuant to Section 12.1 above, Tenant may enter into the proposed Transfer with such proposed Transferee subject to the following conditions: (i) the Transfer shall be on the same terms set forth in the Transfer Notice; (ii) no Transfer shall be valid and no Transferee shall take possession of the Premises until an executed counterpart of the assignment, sublease or other instrument effecting the Transfer (in the form approved by Landlord) has been delivered to Landlord pursuant to which the Transferee shall expressly assume all of Tenant’s obligations under

this Lease; and (iii) Tenant shall provide Landlord with a written ratification agreement from each guarantor of this Lease in form and substance satisfactory to Landlord.

12.3 Terms of Consent. If Landlord consents to a Transfer: (a) the terms and conditions of this Lease, including Tenant's primary liability for the Subject Space, shall in no way be deemed to have been waived or modified, (b) such consent shall not be deemed consent to any further Transfer by either Tenant or a Transferee, (c) no Transferee shall succeed to any rights provided in this Lease or any amendment hereto to terminate this Lease, to extend the Term of this Lease, expand the Premises, or lease other space, any such rights being deemed personal to the initial Tenant, (d) Tenant shall deliver to Landlord promptly after execution, an original executed copy of all documentation pertaining to the Transfer in form reasonably acceptable to Landlord, and (e) Tenant shall furnish a complete statement, prepared by an independent certified public accountant, or Tenant's chief financial officer, setting forth in detail the computation of any Transfer Profit (as defined in Section 12.6) that Tenant has derived and shall derive from such Transfer. Landlord or its authorized representatives shall have the right at all reasonable times to audit the books, records and papers of Tenant and any Transferee relating to any Transfer, and shall have the right to make copies thereof. If the Transfer Profit respecting any Transfer shall be found understated, Tenant shall within thirty (30) days after demand pay the deficiency, and if understated by more than two percent (2%) Tenant shall pay Landlord's costs of such audit. Any sublease hereunder shall be subordinate and subject to the provisions of this Lease, and if this Lease shall be terminated during the term of any sublease, Landlord shall have the right to: (i) deem such sublease as merged and canceled and repossess the Subject Space by any lawful means, or (ii) deem such termination as an assignment of such sublease to Landlord and not as a merger, and require that such subtenant attorn to and recognize Landlord as its landlord under any such sublease. If an Event of Default occurs under this Lease, Landlord is hereby irrevocably authorized, as Tenant's agent and attorney in fact, to direct any Transferee to make all payments under or in connection with the Transfer directly to Landlord (which Landlord shall apply towards Tenant's obligations under this Lease).

12.4 No Release. Subject to Section 12.8, Landlord's consent to a Transfer shall not release Tenant of Tenant's obligations under this Lease and this Lease and all of the obligations of Tenant under this Lease shall continue in full force and effect as the obligations of a principal (and not as the obligations of a guarantor or surety). From and after any Transfer, the Lease obligations of the Transferee and of the original Tenant named in this Lease shall be joint and several. No acceptance of Rent by Landlord from or recognition in any way of the occupancy of the Premises by a Transferee shall be deemed a consent to such Transfer, or a release of Tenant from direct and primary liability for the further performance of Tenant's covenants hereunder. The consent by Landlord to a particular Transfer shall not relieve Tenant from the requirement of obtaining the consent of Landlord to any further Transfer. Each violation of any of the covenants, agreements, terms or conditions of this Lease, whether by act or omission, by any of Tenant's permitted Transferees, shall constitute a violation thereof by Tenant. In the event of default by any Transferee of Tenant or any successor of Tenant in the performance of any of the terms hereof, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against such Transferee or successor.

12.5 Additional Conditions. Tenant shall not offer to make, or enter into negotiations with respect to any Transfer to any party that would be of such type, character, or condition as to be inappropriate as a tenant for the Building. It shall not be unreasonable for Landlord to disapprove any proposed assignment, sublet or transfer to any of the foregoing entities.

12.6 Transfer Profit. If Landlord consents to a Transfer, as a condition thereto, which the Parties hereby agree is reasonable, Tenant shall pay to Landlord, as Additional Rent, fifty percent (50%) of any Transfer Profit collected by Tenant from such Transfer. “**Transfer Profit**” shall mean, for a lease assignment, all consideration paid or payable therefor. “**Transfer Profit**” shall mean, for a sublease, all rent, additional rent or other consideration paid by such Transferee in excess of the Rent payable by Tenant under this Lease (on a monthly basis during the Term, and on a per rentable square foot basis, if less than all of the Premises is transferred). Transfer Profit shall also include any bonus amount paid by Transferee to Tenant, and any payment in excess of the fair market value for services rendered by Tenant to Transferee or in excess of Tenant’s depreciated tax basis for assets, fixtures, inventory, equipment or furniture transferred by Tenant to Transferee. In determining Transfer Profit, Tenant shall be permitted to deduct any reasonable legal, brokerage and tenant improvement costs actually paid by Tenant to third parties unaffiliated with Tenant in connection with the particular Transfer, which costs shall have been documented to Landlord’s reasonable satisfaction (which costs shall be amortized on a straight-line basis over the term of the Transfer). Tenant shall pay such Transfer Profit to Landlord on a monthly basis within ten (10) days after receipt thereof, without affecting or reducing any other obligations of Tenant hereunder. Tenant shall send each such payment with a detailed statement. Landlord shall have the right to audit Tenant’s books and records to verify the accuracy of Tenant’s statement. For the avoidance of doubt, no Transfer Profit shall be due in connection with any Permitted Transfers (as defined in Section 12.7.3).

12.7 Permitted Transfers.

12.7.1 Permitted Transfers. Notwithstanding anything to the contrary set forth in this Article 12, Tenant shall be permitted to assign this Lease or sublease of the Premises to an “**Affiliated Company**” (as defined in Section 12.7.3) and to assign this Lease to a “**Successor Entity**” (as defined in Section 12.7.3) without obtaining Landlord’s prior written consent, subject to satisfaction of the conditions stated below in Section 12.7.2.

12.7.2 Conditions. Tenant shall not have any right to assign this Lease or sublet the Premises under Section 12.7.1 above unless each of the following conditions precedent are satisfied:

(a) Tenant shall deliver to Landlord notice at least ten (10) days prior the effective date of such Transfer with evidence reasonably satisfactory to Landlord that the conditions of this Section have been satisfied;

(b) no Event of Default exists at such time;

(c) such Transferee shall use the Premises only for those uses expressly permitted by the terms of this Lease;

(d) such transaction is not entered into as a subterfuge to avoid the restrictions and provisions of this Article 12;

(e) Subject to the provisions of Section 12.8, Tenant shall remain fully liable under this Lease and the Transferee shall agree with Landlord to be jointly and severally liable with Tenant for all Lease obligations including the obligation to pay all Rent due under this Lease and Landlord shall have received an acceptable assignment and assumption agreement to such effect from Tenant and Transferee;

(f) such Transferee shall execute an agreement in favor of Landlord to be bound by all of the obligations of Tenant hereunder, including, without limitation, the obligation to pay all Rent and other charges due under this Lease; and

(g) in the case of a Successor Entity, such Transferee (individually or collectively with all owned or controlled subsidiaries of Transferee) has a net worth at least equal to Tenant as of the date immediately prior to such merger, consolidation or transfer, as determined in accordance with generally accepted accounting principles; the determination of net worth shall be based upon financial information (reasonably acceptable to Landlord) certified by an independent certified public accountant.

12.7.3 Defined Terms.

“Affiliated Company” shall mean: (a) any business entity that is controlled by, is under common control with, or that controls Tenant. For purposes of determining whether an entity is an “Affiliated Company,” the term “control” shall mean ownership of a majority of the outstanding voting stock of a corporation, or, in the case of an entity that is not a corporation, control shall mean ownership of a majority of the equity or other ownership or membership interests, and the possession of the power to direct the management and policy of such corporation or such other entity.

“Permitted Assignee” shall mean any assignee that becomes the tenant under this Lease pursuant to a Permitted Transfer under this Section 12.7.

“Permitted Subtenant” shall mean any subtenant of a portion of the Premises that becomes a subtenant under this Lease pursuant to a Permitted Transfer under this Section 12.7.

“**Permitted Transfer**” shall mean a Transfer that is described in Section 12.7.1 and that is consummated in compliance with all of the applicable terms and conditions of this Section 12.7.

“**Successor Entity**” shall mean: (a) an entity into which, or with which, Tenant, or its corporate successors or permitted assigns, is merged or consolidated, in accordance with applicable statutory provisions for the merger or consolidation of corporations, provided that by operation of law or by effective provisions contained in the instruments for merger, all of Tenant’s liabilities are assumed in writing by such successor entity or are assumed by the entity surviving such merger or consolidation (by written instrument acceptable to Landlord), or (b) an entity that acquires all or substantially all of the equity interests in Tenant in order to effect a sale of Tenant’s business in lieu of a merger transaction, or (c) an entity acquiring this Lease, the goodwill and all or substantially all of the other property and assets of Tenant.

12.7.4 Effect of Transfer on Tenant Obligations. Except as expressly provided for in this Lease, the Transfer of any interest in this Lease shall not release Tenant from any of its obligations or liabilities hereunder and Tenant shall remain primarily liable for the payment of all sums due under this Lease and the performance of all obligations under this Lease as set forth in Section 12.4 above.

12.8 Release of Tenant. Notwithstanding the foregoing provisions, if Tenant executes a Transfer during the Term, Landlord agrees to release Tenant from all liability and obligations under the Lease arising from and after the third (3rd)-year anniversary of the effective date of such Transfer, provided that the Transferee is not in default under this Lease on such third (3rd)-year anniversary.

13. TENANT DEFAULTS, REMEDIES.

13.1 Tenant Events of Default. The occurrence of any one or more of the following events shall constitute an event of Tenant default under this Lease (each a “**Tenant Event of Default**”) hereunder:

13.1.1 Nonpayment of Base Rent or Additional Rent. Failure by Tenant to pay any installment of Base Rent, Additional Rent or any other amount, deposit, reimbursement or sum due and payable hereunder, later than that date which is five (5) days beyond when said payment is due; provided, however, on the first (1st) occasion only during any Lease Year with respect to Base Rent, Landlord shall furnish Tenant with written notice of such failure and permit Tenant a ten (10) day period to cure such failure.

13.1.2. Certain Obligations. Failure by Tenant to perform, observe or comply with any non-monetary obligation contained in Article 11 (“LIENS”), Article 7

(“INSURANCE; INDEMNITY; SUBROGATION”) and Article 12 (“ASSIGNMENT AND SUBLETTING”) of this Lease.

13.1.3. Other Obligations. Failure by Tenant to perform any non-monetary obligation, agreement or covenant under this Lease other than those matters specified in Section 13.1.2, and such failure continues for thirty (30) days after written notice by Landlord to Tenant of such failure; provided, however, that if the nature of Tenant’s obligation is such that more than thirty (30) days are required for performance, then Tenant shall not be in default if Tenant commences performance within such thirty (30)-day period and thereafter diligently and continuously prosecutes the same to completion.

13.1.4. Assignment; Receivership; Attachment. (a) The making by Tenant of any arrangement or assignment for the benefit of creditors; (b) the appointment of a trustee or receiver to take possession of substantially all of Tenant’s assets located at the Premises or of Tenant’s interest in this Lease, where the Tenant fails to commence to restore and diligently pursue possession within thirty (30) days; or (c) the attachment, execution, or other judicial seizure of substantially all of Tenant’s assets located at the Premises or of Tenant’s interest in this Lease, where Tenant commences to and diligently pursues discharge such seizure within thirty (30) days.

13.1.5. Bankruptcy. The admission by Tenant or Tenant’s guarantor (if any) in writing of its inability to pay its debts as they become due, the filing by Tenant or Tenant’s guarantor (if any) of a petition in bankruptcy seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, the filing by Tenant or Tenant’s guarantor (if any) of an answer admitting or failing timely to contest a material allegation of a petition filed against Tenant or Tenant’s guarantor (if any) in any such proceeding or, if within forty-five (45) days after the commencement of any proceeding against Tenant or Tenant’s guarantor (if any) seeking any involuntary reorganization, or arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation by any of Tenant’s creditors or such guarantor’s creditors, such proceeding shall not have been dismissed.

13.2 Remedies. If a Tenant Event of Default occurs, Landlord shall have the following rights and remedies, in addition to any and all other rights or remedies available to Landlord in law or equity:

13.2.1. Notice to Quit. Landlord shall have the right to deliver written notice to Tenant to quit possession and occupancy of the Premises and to declare the Lease terminated. Upon Landlord’s termination of this Lease, Tenant shall quit and peaceably surrender the Premises, and all portions thereof, to Landlord, and Landlord shall have the right to receive all rental and other income of and from the same.

13.2.2. Right of Re-Entry. Landlord shall have the right, upon terminating this Lease, to re-enter the Premises and take possession thereof by summary proceeding, eviction, ejectment or otherwise and may dispossess all other persons and property from the Premises. Tenant’s property may be removed and stored in a public warehouse or elsewhere at the cost of

and for the account of Tenant.

13.2.3. Recovery of Rent and Damages. Upon an Event of Default, Landlord shall have the right to recover from Tenant all loss of Rent and other payments that Landlord may incur by reason of termination of the Lease, including, without limitation: (a) all Rent and other sums due and payable by Tenant as of the date of termination; (b) all Rent that would otherwise be payable for the remainder of the Term in accordance with the terms of this Lease; (c) all of Landlord's then unamortized costs of special inducements provided to Tenant (including without limitation rent concessions, tenant construction allowances, rent waivers, above building standard leasehold improvements, and the like); (d) the costs of collecting amounts due from Tenant under the Lease and the costs of recovering possession of the Premises (including reasonable attorneys' fees and litigation costs); (e) the costs of curing Tenant's defaults existing at or prior to the date of termination; (f) all Reletting Expenses (as defined below); and (g) all Landlord's other reasonable expenditures directly arising from the termination. Tenant shall reimburse Landlord for all such items, and the same shall be due and payable immediately from time to time upon notice from Landlord that an expense has been incurred, without regard to whether the expense was incurred before or after the termination. As used herein, "**Reletting Expenses**" shall mean the commercially reasonable expenses paid or incurred by Landlord in connection with any re-leasing of the Premises following an Event of Default, including, without limitation, marketing expenses, brokerage commissions, reasonable attorneys' fees, tenant allowances and other economic concessions provided to the new tenant. Notwithstanding the foregoing, Landlord shall have an affirmative obligation to mitigate the damages incurred upon default by Tenant, including good faith efforts to relet the Premises at fair market value.

13.3 Landlord's Right to Cure Tenant Events of Default. If the Tenant shall default in the observance or performance of any condition or covenant on Tenant's part to be observed or performed under or by virtue of any of the provisions of this Lease, and such default continues beyond any applicable notice and cure period or Landlord reasonably determines that an emergency exists, the Landlord, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the Tenant. If the Landlord makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to reasonable attorney's fees in successfully instituting, prosecuting or defending any action or proceeding, such sums paid or obligation incurred and costs, shall be paid upon demand to the Landlord by the Tenant as Additional Rent and if not so paid with interest from its due date until paid at the lesser of twelve percent (12%) *per annum* or the maximum legal rate that Landlord may charge Tenant.

13.4 Disposition of Tenant's Property. In addition to Landlord's rights under Section 9.3, Landlord shall have the right to handle, remove, discard or store in a commercial warehouse or otherwise, at Tenant's sole risk and expense, any of Tenant's property that is not removed by Tenant at the end of the Term. Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. Tenant shall pay to Landlord, upon demand, any and all expenses incurred in such removal and all storage charges for such property so long as the same shall be in Landlord's possession or under Landlord's control.

13.5 Reletting. In connection with Landlord's good faith obligation to attempt reletting of the Premises following an Event of Default, Landlord shall be entitled to grant such rental and economic concessions and other incentives as may be commercially reasonable and customary for similar space in West Haven, Connecticut. Landlord shall not be required to accept any tenant offered by Tenant or observe any instruction given by Tenant about such reletting or do any act or exercise any care or diligence with respect to such reletting or to the mitigation of damages.

13.6 No Accord and Satisfaction. Landlord may collect and receive any Rent due from Tenant, and the payment thereof shall not constitute a waiver of or affect any notice or demand given, suit instituted or judgment obtained by Landlord, or be held to waive, affect, change, modify or alter the rights or remedies that Landlord has against Tenant in equity, at law, or by virtue of this Lease. No receipt or acceptance by Landlord from Tenant of less than the Rent herein stipulated shall be deemed to be other than a partial payment on account for any due and unpaid stipulated Rent; no endorsement or statement on any check or any letter or other writing accompanying any check or payment of Rent to Landlord shall be deemed an accord and satisfaction, and Landlord may accept and negotiate such check or payment without prejudice to Landlord's rights to (a) recover the remaining balance of such unpaid Rent, or (b) pursue any other remedy provided in this Lease.

13.7 Claims in Bankruptcy. Nothing herein shall limit or prejudice the right of Landlord to prove and obtain in proceeding for bankruptcy, insolvency, arrangement or reorganization by reason of the termination of this Lease, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether or not the amount is greater, equal to or less than the amount of the loss or damage that Landlord has suffered. Without limiting any of the provisions of this Article 13, if pursuant to the United States Bankruptcy Code, as the same may be amended (the "**Bankruptcy Code**"), Tenant is permitted to assign this Lease in disregard of the restrictions contained in Article 12, Tenant agrees that adequate assurance of future performance by the assignee permitted under the Bankruptcy Code shall mean the deposit of cash security with Landlord in any amount equal to all Rent payable under this Lease for the calendar year preceding the year in which such assignment is intended to become effective, which deposit shall be held by Landlord, with interest, in an FDIC-insured bank for the balance of the term as security for the full and faithful performance of all of the obligations under this Lease on the part of Tenant yet to be performed. If Tenant receives or is to receive any valuable consideration for such an assignment of this Lease, such consideration, after deducting therefrom (a) the brokerage commissions, if any, and other expenses reasonably designated by the assignee as paid for the purchase of Tenant's property in the Premises, shall be and become the sole exclusive property of Landlord and shall be paid over to Landlord directly by such assignee. In addition, adequate assurance shall mean that any such assignee of this Lease shall have a net worth indicating said assignee's reasonable ability to pay the Rent, and abide by the terms of this Lease for the remaining portion thereof applying commercially reasonable standards.

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, as soon as reasonably practicable and no later than within eighteen (18) months after receipt of all insurance proceeds, subject to Force Majeure. 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 such improvements 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, 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, no damage or destruction shall in any 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, and 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 Base 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, 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 Landlord's consent as to signage size and design, which may be not be unreasonably withheld, conditioned or delayed, and 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. Prior to expiration or earlier termination 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, Tenant's Work and the Tenant Improvements, as well as Tenant's use of the Premises and shall perform all of Tenant's Work, 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 9.4.

17.2 Compliance with Environmental Laws. 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 in this Section 17.2); 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 with jurisdiction and all regulations relating to Hazardous Materials.

18. HOLDING OVER.

If Tenant, with Landlord's prior written 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 Base Rent, which shall be one-hundred twenty percent (120%) of the Base 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 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 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. Except for Rent, any sum due and payable to Landlord under the terms of this Lease that 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 equal to the lesser of (i) one percent (1%) per month, or (ii) the maximum rate allowed by applicable 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. Except for parking for Community Events, Landlord shall not perform any act or enforce any rules, regulations or limitations which have a material adverse effect on Tenant's use or quiet enjoyment of the Premises or otherwise interfere with Tenant's daily business operations in, visibility of and customer access to the Premises.

21. RIGHT OF ENTRY.

Landlord and its authorized representatives shall have the right to enter 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. Notwithstanding the foregoing, the Landlord shall use good faith efforts to minimize any interference with Tenant's daily business operations in, visibility of and customer access to, the Premises during any such entry and whenever possible, shall do so during non-business hours. The provisions of this Section 21 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 with respect to any default by Tenant 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 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.

24. TENANT ESTOPPEL CERTIFICATES.

Tenant shall, within ten (10) business days after notice from Landlord but not more than once per Lease Year unless in connection with mortgaging or sale of the Premises, execute and deliver to such Landlord an Estoppel Certificate, in the form attached hereto as Exhibit E, attached hereto and made a part hereof, or such other commercially reasonable form as Landlord may reasonably require, and modified as may be necessary to accurately reflect the truth of the matters stated therein.

25. [RESERVED.]

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.

27. SUBORDINATION/ATTORNMENMENT AND NON-DISTURBANCE. This Lease shall be subordinate to the lien of any first mortgage which may now or hereafter affect the Property, and to all renewals, modifications, consolidations, replacements and extensions thereof, subject to Tenant's receipt of a subordination, non-disturbance and attornment agreement from Landlord's first mortgagee, on the mortgagee's form, which Tenant may negotiate at its cost. Tenant shall attorn to any foreclosing first mortgagee, purchaser at a foreclosure sale or purchaser by deed in lieu of foreclosure, but no such mortgagee or purchaser shall be (a) liable for any act or omission of Landlord, except for continuing defaults, (b) bound by any payment of rent, additional rent or other charge made more than thirty (30) days in advance of the due date thereof, or (c) bound by any termination, cancellation, amendment or modification of this Lease made without the express written consent of such mortgagee or purchaser. This Section may be superseded by any

subordination, non-disturbance and attornment agreement entered into by Tenant and Landlord's mortgagee.

28. LIMITATION ON LIABILITY.

Except for- the Parties' indemnification obligations under Section 7.5, in no event shall either Party be liable to the other under this Lease 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. OUTDOOR MUSIC.

No outdoor (including rooftop) music, shall be played at the Premises after 10:00 p.m.

31. ARBITRATION.

Disputes under this Lease, other than eviction proceedings, shall be resolved exclusively by binding arbitration in New Haven, Connecticut by the American Arbitration Association in accord with its then-prevailing rules. Judgment upon the arbitration award may be entered in any court having jurisdiction. The arbitrator shall have no power to change the Lease provisions. The arbitration panel shall consist of one arbitrator, who must be a real estate attorney actively engaged in the practice of law for at least the last ten (10) years whose practice primarily consists of commercial real estate leasing, representing both landlords and tenants, and shall not have ever represented either Landlord or Tenant. Both Parties shall continue performing their Lease obligations pending the award in the arbitration proceeding. If both Parties consent, the Parties may attempt to resolve any dispute through mediation before a professional, confidential, private mediator prior to the commencement of arbitration or eviction proceedings.

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 Law/Jurisdiction. This Lease shall be governed, construed and interpreted in accordance with the laws of the State of Connecticut without regard to its principles governing conflicts of laws. The Parties agree that the Superior Court of the State of Connecticut and/or the Federal District Court for the State of Connecticut located in New Haven, Connecticut shall have exclusive jurisdiction and venue over any dispute arising out of this Lease. Neither Party may claim that any such court is an inconvenient forum.

33.4 Force Majeure. If by reason of any event of Force Majeure either Party 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, including any litigation affecting the Premises. Force Majeure shall not apply to any payment of any amounts owed by either Party to the other.

33.5 Successors and Permitted 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 permitted 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 subject matter hereof 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. 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 or conditioned.

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 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 Base Rent, Additional Rent and any other amounts due pursuant to this Lease.

33.11 No Recording. This Lease shall not be recorded by either Party, 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 and Tenant 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. Each Party waives 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 a valid, legal and binding obligation of 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.

33.16 WAIVER OF RIGHTS - PREJUDGMENT REMEDIES. EACH PARTY HEREBY REPRESENTS, COVENANTS AND AGREES THAT IT IS ENGAGED PRIMARILY IN COMMERCIAL PURSUITS, AND THAT THE LEASE IS A "COMMERCIAL TRANSACTION" WITHIN THE MEANING OF SECTION 52-278a(a) OF THE CONNECTICUT GENERAL STATUTES (REV. 1958), AS AMENDED. EACH PARTY HEREBY WAIVES ALL RIGHTS TO NOTICE, PRIOR JUDICIAL HEARING OR COURT ORDER UNDER SECTION 52-278a ET SEQ. OF THE CONNECTICUT GENERAL STATUTES (REV. 1958) AS AMENDED OR UNDER ANY OTHER STATE OR FEDERAL LAW WITH RESPECT TO ANY PREJUDGMENT REMEDIES THE OTHER PARTY MAY EMPLOY TO ENFORCE ITS RIGHTS AND REMEDIES HEREUNDER.

33.17 WAIVER OF TRIAL BY JURY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LANDLORD AND TENANT HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER IN CONTRACT, TORT OR OTHERWISE, BROUGHT BY EITHER AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, OR TENANT'S USE OR OCCUPANCY OF THE PREMISES, OR ANY SUMMARY PROCESS, EVICTION OR OTHER STATUTORY REMEDY WITH RESPECT THERETO. EACH PARTY HAS BEEN REPRESENTED BY, AND HAS RECEIVED THE ADVICE OF, LEGAL COUNSEL WITH RESPECT TO THIS WAIVER.

33.18 Headings/Captions. Headings and captions to the Articles and Sections of this Lease are for convenience only and shall form no part of this Lease.

33.19 Construal. The Parties are of equal bargaining power and had an equal role in the preparation of this Lease. The provisions of this Lease shall not be construed against either Party.

33.20 Interpretation. In this Lease, unless expressly provided otherwise:

(a) the words "will" and "shall" are used interchangeably and each shall create a mandatory obligation;

(b) the words "herein," "hereunder," "hereof," and words of similar meaning refer to the provisions of this Lease including any schedule, exhibit, annex or other attachment hereto or thereto;

(c) a reference to a statute or other law or a provision of either of them

includes all regulations, rules, subordinate legislation and other instruments issued or promulgated thereunder as in effect from time to time and all consolidations, amendments, re-enactments, extensions or replacements of such statute, law or provision;

(d) the singular includes the plural and vice versa;

(e) a reference to a person includes a reference to the person's executors, administrators and permitted assigns, and a reference to any entity includes its successors and permitted assigns;

(f) words of any gender shall include the corresponding words of any other gender;

(g) "including" means "including, but not limited to," and other forms of the verb "to include" are to be interpreted similarly;

(h) references to "or" shall be deemed to be disjunctive but not necessarily exclusive, (i.e., unless the context dictates otherwise, "or" shall be interpreted to mean "and/or" rather than "either/or");

(i) where a period of time is specified to run from or after a given day or the day of an act or event, it is to be calculated exclusive of such day; and where a period of time is specified as commencing on a given day or the day of an act or event, it is to be calculated inclusive of such day;

(j) "business day" means any weekday that national and state chartered banks are open for in-person business in Connecticut;

(k) a reference to a business day is a reference to a period of time commencing at 9:00 a.m. eastern time on a business day and ending at 5:00 p.m. eastern time on the same business day;

(l) if the time for performing an obligation under this Lease expires on a day that is not a business day, the time shall be extended until that time on the next business day;

(m) a reference to (i) a day is a reference to a calendar day, (ii) a month is a reference to a calendar month, and (iii) a year is a reference to a calendar year; and

(n) where a word or phrase is specifically defined, other grammatical forms of such word or phrase have corresponding meanings.

33.21 Base Rent Credit. Within sixty (60) days after commencement of the second Lease Year, Tenant shall receive a Base Rent credit in the amount of one-sixth (1/6th) of the Personal Property Taxes paid by Tenant in the first Lease Year.

33.22 Right of First Refusal. If at any time during the term of this Lease, provided Tenant is not in default under this Lease at such time, Landlord shall receive a *bona fide* offer from any person to purchase the Premises, Landlord shall send Tenant a copy of the proposed contract (redacted as to the identity of the buyer) and notify Tenant of the intention of Landlord to accept the same. Tenant shall have the right within ten (10) days to accept the terms of the said contract in writing and within thirty (30) days thereafter to purchase the Premises in its own name or in the name of a nominee, for the gross purchase price and on the terms specified in said contract, time being of the essence. If Tenant shall not so elect within the said period, Landlord may then sell the Premises to said buyer provided the said sale is on substantially the same terms and conditions and for the price set forth in the said contract sent to Tenant. In the event Tenant fails to exercise the aforesaid right of first refusal in connection with a proposed sale, then such right shall be extinguished upon the consummation of said sale; however, if such sale is not consummated, the right of first refusal shall remain in effect.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the Parties 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: _____, 2024

By: _____
Dorinda Borer, Mayor

Date: _____, 2024

Approved as to Form and Correctness:

Paul J. Dorsi, Corporation Counsel

TENANT:

RTR HOSPITALITY GROUP, LLC,
a Connecticut limited liability company

Date: _____, 2024

By: _____
Name: _____
Its: _____

EXHIBIT A
LEGAL DESCRIPTION OF THE PREMISES

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, subject to all faults without representation or warranty by Landlord except as set forth to the contrary in the Lease. Landlord shall have no obligation with respect to construction within or about the Premises or for any other work within or about the Premises except as provided in the Lease.

2. TENANT’S WORK

2.1 General. Tenant at its sole cost and expense, may alter or renovate any of the existing improvements on the Premises it so desires and construct all improvements on the Premises in accordance with this Exhibit C, including the 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 (all of the foregoing being hereinafter collectively referred to as the “**Tenant’s Work**”), strictly in accordance with the plans, specifications and drawings as approved by Landlord in accordance with Section 2.5 of the Lease 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 performing Tenant’s Work. Tenant shall be responsible for all costs associated with Tenant’s Work including hard and soft construction 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 applicable land use approvals necessary for the use of the Premises for the Permitted Use and for improvements to 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 or improvement 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, with the overall intent of ensuring that the parking blends into the overall development of the Premises, while still allowing for natural ventilation. The design and completion of Tenant’s Work shall employ practices currently in use in comparable 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 comparable developments in the vicinity of the Premises. Tenant shall use commercially reasonable efforts to secure the necessary financing for the 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 Plans, Specifications and Drawings. See Section 2.4 of this Exhibit C and Section 2.5 of the Lease.

2.3 Signage. See Section 16.1 of the Lease.

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 laws, regulations and Landlord requirements, the strictest standards shall govern. Changes to the plans, specifications and drawings approved by Landlord that are required by governmental agencies shall be subject to Landlord's written approval, which approval may not be unreasonably withheld, conditioned or delayed.

2.5 Indemnity and 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 fixturation 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 general contractor and subcontractors to provide, insurance as specified in this Section 2.5, and such insurance as may from time to time be required by local, 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 general contractor and subcontractors performing Tenant's Work 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 Two Million Dollars (\$2,000,000.00)

per occurrence and Five Million Dollars (\$5,000,000.00) in the aggregate. Such insurance shall provide for explosion, collapse and underground coverage and contractual liability coverage and shall insure the general contractor and subcontractors performing Tenant's Work against any and all claims for personal injury, including death resulting therefrom and damage to the property of others and arising from its operations under its contract or subcontract, 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 performing Tenant's Work. 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 One Million Dollars (\$1,000,000.00) combined single limit (bodily injury and property damage) per occurrence and in the aggregate. Such insurance shall insure the general contractor and subcontractors against any and all claims for bodily injury, including death resulting therefrom and damage to the property of others arising from its operations under its contract or subcontract, whether such operations are performed by its general contractor, subcontractors or any of their subcontractors, or by anyone directly employed by any of them.

2.6 Prior to Tenant's Work. Prior to Tenant's Work at the Premises, Tenant must secure Landlord's written approval of the plans, specifications and drawings per Section 2.4 of this Exhibit C and Section 2.5 of the Lease. Prior to the commencement of Tenant's Work, 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 Tenant's Work. 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 of Tenant's Work shall be completed in accordance with Article 2 of this Lease.

2.7.1 General Contractor. Tenant shall use a Connecticut-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 For Tenant's Work. 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, 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__, the CITY OF WEST HAVEN, a municipal corporation organized and existing under the laws of the State of Connecticut (“**Landlord**”), and RTR Hospitality Group, LLC, a Connecticut 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. Floor Area of Premises:
8. The monthly Base 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.

{SIGNATURE PAGE FOLLOWS.}

LANDLORD

TENANT

CITY OF WEST HAVEN

RTR HOSPITALITY GROUP, LLC

By: _____
Name: Dorinda Borer
Its: Mayor
Date: _____

By: _____
Name: _____
Its: _____
Date: _____

EXHIBIT E
TENANT 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 RTR HOSPITALITY GROUP, LLC, a Connecticut limited liability company (the “**Tenant**”) for premises located at 6 Rock Street, West Haven, Connecticut (as further described in the Lease, the “**Premises**”).

The undersigned, as Tenant 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 as a condition to the full effectiveness of the Lease have been satisfied. As of this date, Tenant has (a) no claims against Landlord, and (b) no defenses or offsets against the enforcement of the Lease by Landlord, 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 five (5) 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 Base Rent obligation of Tenant under the Lease is in effect and the current Base Rent is _____ (\$____) per month. The Base Rent is subject to periodic increases or adjustment pursuant to Section 3.1 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. The Lease restricts use of the Premises as set forth in Section 8.1 of 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); or (2) 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 has executed this Certificate as of the date written below.

Tenant Name

Date: _____, 20____

By:_____

Its:_____