



MEMORANDUM

FROM: Carrie A. Swain, Clerk
Board of Education

DATE: September 4, 2018

TO: Michael J. Dalton, City Clerk

SUBJECT: Notice Committee Meetings – Thursday, September 6, 2018,
5:30 p.m., **RELOCATED TO Carrington School**
Notice of Regular Meeting – Thursday, September 20, 2018, 6:30 p.m.,
Waterbury Arts Magnet School Atrium

The Committees of the Board of Education will meet on Thursday, September 6, 2018, 5:30 p.m., **Carrington School**, 24 Kenmore Avenue, Waterbury, CT.

AGENDA

SILENT PRAYER

PLEDGE ALLEGIANCE TO THE FLAG

- 1. Committee of the Whole/20 minutes ~ Principal’s Report (no backup) – Celia Piccochi/Bunker Hill School.

PUBLIC SPEAKING

- 2. Committee on Finance/5 minutes ~ Request approval to apply for the CSDE Primary Mental Health Program Grant for Duggan, Wendell Cross, and Sprague Schools – L. Allen Brown, D. Schwartz.
- 3. Committee on Finance/5 minutes ~ Request approval of an Agreement of Lease with 562 Connecticut, LLC for property located at 562 Captain Neville Drive – L. Franzese.
- 4. Committee on Finance/5 minutes ~ Request approval of a Professional Services Agreement with Patricia Reinhardt to provide consulting services under the Quality Enhancement Grant – K. Rainville.
- 5. Committee on Finance/5 minutes ~ Request approval of a Professional Services Agreement with Sue Vivian to provide consulting services under the Quality Enhancement Grant – K. Rainville.
- 6. Committee on Finance/5 minutes ~ Request approval of a Professional Services Agreement with Easterseals Rehabilitation Center to provide consulting services under the Quality Enhancement Grant – K. Rainville.
- 7. Committee on Finance/5 minutes ~ Request approval of an Agreement with Waterbury Youth Services, Inc. as required by the Youth Service Bureau Grant for truancy prevention – W. Owen, E. Skoronski.

8. Committee on Finance/5 minutes ~ Request approval and acceptance of the Office of Policy and Management Grant Award for the Juvenile Review Board Grant Program – M. Baldwin, E. Skoronski.
9. Committee on Finance/5 minutes ~ Request approval of an Agreement with Waterbury Youth Services, Inc. for sub-recipient services as required by the 2018 Juvenile Review Board Grant – M. Baldwin, E. Skoronski.
10. Committee on Finance/5 minutes ~ Department of Education's 2017/18 Expenditure Report – D. Biolo.
11. Committee of the Whole/15 minutes ~ Discussion: Curriculum and Instruction Initiatives – D. Schwartz, et al.
12. Committee of the Whole/15 minutes ~ Summer School Report 2018 – D. Schwartz, et al.
13. Committee of the Whole/10 minutes ~ Department of Education's 2017/18 Annual Report.
14. Committee on Policy/10 minutes: Request approval of revisions to the Committees/Committee Descriptions of the By-laws of the Board of Education – Commissioner Sweeney.
15. Committee on School Facilities & Grounds/2 minutes ~ Use of school facilities by school organizations and/or City departments.
16. Committee on School Facilities & Grounds/3 minutes ~ Use of school facilities by outside organizations and/or waiver requests.

SUPERINTENDENT'S UPDATE TO THE BOARD

17. Superintendent's Notification to the Board/5 minutes:
 - a. Athletic appointments:
Ayers, Ryan – WHS Assistant Football Coach, effective 08/14/18.
 - b. Grant funded appointments effective immediately:
 Canady, Kevin – Coordinator of Career Development, part time and without benefits, funded by Workforce Innov. Opp. Act 17-19.
 Coles, Karen – Grant Facilitator, Perkins, part-time and without benefits, funded by Carl D. Perkins Grant.
 Curci, Joseph Lorraine – Tutor, Yeshiva K'Tana, part time and without benefits, funded by Title I.
 Klein, Esther Lorraine – Tutor, Yeshiva K'Tana, part time and without benefits, funded by Title I.
 Langlais, Lorraine – Tutor, Yeshiva K'Tana, part time and without benefits, funded by Title I.
 Lodge, Nancy – Tutor, St. Peter/Paul, part time and without benefits, funded by Title I.
 Majetski, Metal Lorraine – Tutor, Yeshiva K'Tana, part time and without benefits, funded by Title I.
 Rinaldi, Toni – Parent Liaison, WAMS, full time, with benefits, funded by Title I.

- c. Teacher hires:

Arbachauskas	Mary	Bucks Hill	Special Ed	8/23/18
Battaglia	William	Crosby	Tech Ed	8/23/18
Beaudoin	Daniel	WAMS	Math	8/23/18
Caffrey	Emily	Crosby	Special Ed.	8/23/18
Carey	Kevin	WCA	Spanish	8/27/18

Carr	Howard	Wilby	Tech Ed	8/23/18
Ciccio	Chelsea	Crosby	Special Ed	8/23/18
Costa	Eileen	Kennedy	Allied Health	8/23/18
Culver	Edwin	Crosby	Physics	8/23/18
Daley	Samantha	Crosby	Math	8/23/18
Daniels	Christi	Crosby	Gen Science	8/23/18
DeLisle	Danielle	Brass City Schools	Special Ed.	8/23/18
DeLucia	Patricia	Bucks Hill Annex	Pre-K Sped.	8/23/18
Dickey	Maegan	Regan	Gr. K	8/23/18
Edwards	Donna	Carrington	Music	8/24/18
Ferreira	Daniel	Crosby	Music	8/23/18
Frank	Elizabeth	North End	Math	8/23/18
Gaipa	Timothy	Wallace	Literacy	8/23/18
Good	Kathleen	Washington/ Regan	Art	8/23/18
Helaire	Kaitlin	State Street	Special Ed.	8/23/18
Itano-Malstrom	Kanako	Maloney	WL-Japanese	8/23/18
Johnson	Tennyson	Crosby	Tech Ed	8/23/18
Jones	Lauren	Driggs	Art	8/23/18
LaBarba	Louis	North End	Science	8/23/18
Labbe	Jennifer	Chase	Music	8/23/18
LeVasseur	Armand	WCA	Math	8/23/18
Mayes	Tristan	Reed	Music	8/23/18
McConaghy	Michelle	Districtwide	Numeracy Facil.	8/23/18
Napoli	Nicolas	North End	Tech Ed	8/23/18
O'Hara	Meaghan	Driggs	Gr 4	8/27/18
Pike	Amanda	State Street	Special Ed	8/23/18
Plaza-Rodriguez	Katerine			8/23/18
Rogoff	Jamie	West Side	Special Ed.	8/23/18
Singley	Paul	Wilby	ELA	8/23/18
Spinella	Abby	Chase	Gr 5	8/23/18
Stafford	Amy	Bucks Hill Annex	Pre-K-Reg. Ed.	8/23/18
Tyrrell	Nikole	Regan	Gr. 2	8/23/18
Valentin	Kelly	Tinker	Gr. 5	8/23/18
Vinca	Shipe	Chase	Gr 5	8/24/18
Zupperoli	Robert	Washington/ Regan	Art	8/27/18

d. Involuntary transfers effective 2018/19 school year:

Name		From	To
Bloom	Lisa	Reed Guidance Counselor	Crosby Guidance Counselor
Felton	Margaret	Sprague Special Ed	Gilmartin Special Ed SCOPE
Lapointe	Michael	WSMS General Science	Wilby Physics
Nicholson	David	WCA Info Tec h	WCA Physics`

e. Resignations:


Cappiello, Michael – WSMS Theater Arts, effective 08/20/18.
Eagan, Laurie – W. Cross and Hopeville School Psychologist, eff. 08/23/18.
Ewers, Gretchen – Enlightenment ELA, effective 08/28/18.
Farrell, Kelly – Tinker Music, effective 08/17/18.
Gionfriddo, Theresa – CHS Physics, effective 08/09/18.
Goulet, Gemetta – KHS PE/Health, effective 09/14/18.
Hilbert, Jen – WHS Speech Language Pathologist, effective 08/31/18.
Iannucci, Donald – WCS Physics, effective 08/08/18.
Kahn, Scott – Carrington Music, effective 08/15/18.
Larina, Olga – School Psychologist, effective 08/22/18.
Marks, Amanda – CHS Special Education, effective 08/15/18.
Mauro, Jennifer – WHS English, effective 08/08/18.
Mejia, Migdalia – Chase Bilingual Grade 2, effective 08/27/18.
Merritt, Donna – Bunker Hill Library Media Specialist, eff. 08/23/18.

Nelson, Marisa – Wilson Social Worker, effective 08/17/18.
Nordby, Lindsay – Walsh Special Education, effective 09/14/18.
Parks, Eric – Carrington Grade 4, effective 08/20/18.
Stokes, Laura – Chase Grade 5, effective 08/27/18.
York, Judy – Reed Library Media Specialist, effective 08/23/18.

EXECUTIVE SESSION

ADJOURNMENT

ATTEST: 
Carrie A. Swain, Clerk
Board of Education



Waterbury

Board of Education Meeting

September 6, 2018

PRESENTED BY:

CELIA PICCOCHI-PRINCIPAL

MAUREEN WILSON- SUPERVISING VICE-PRINCIPAL

OUR MISSION:

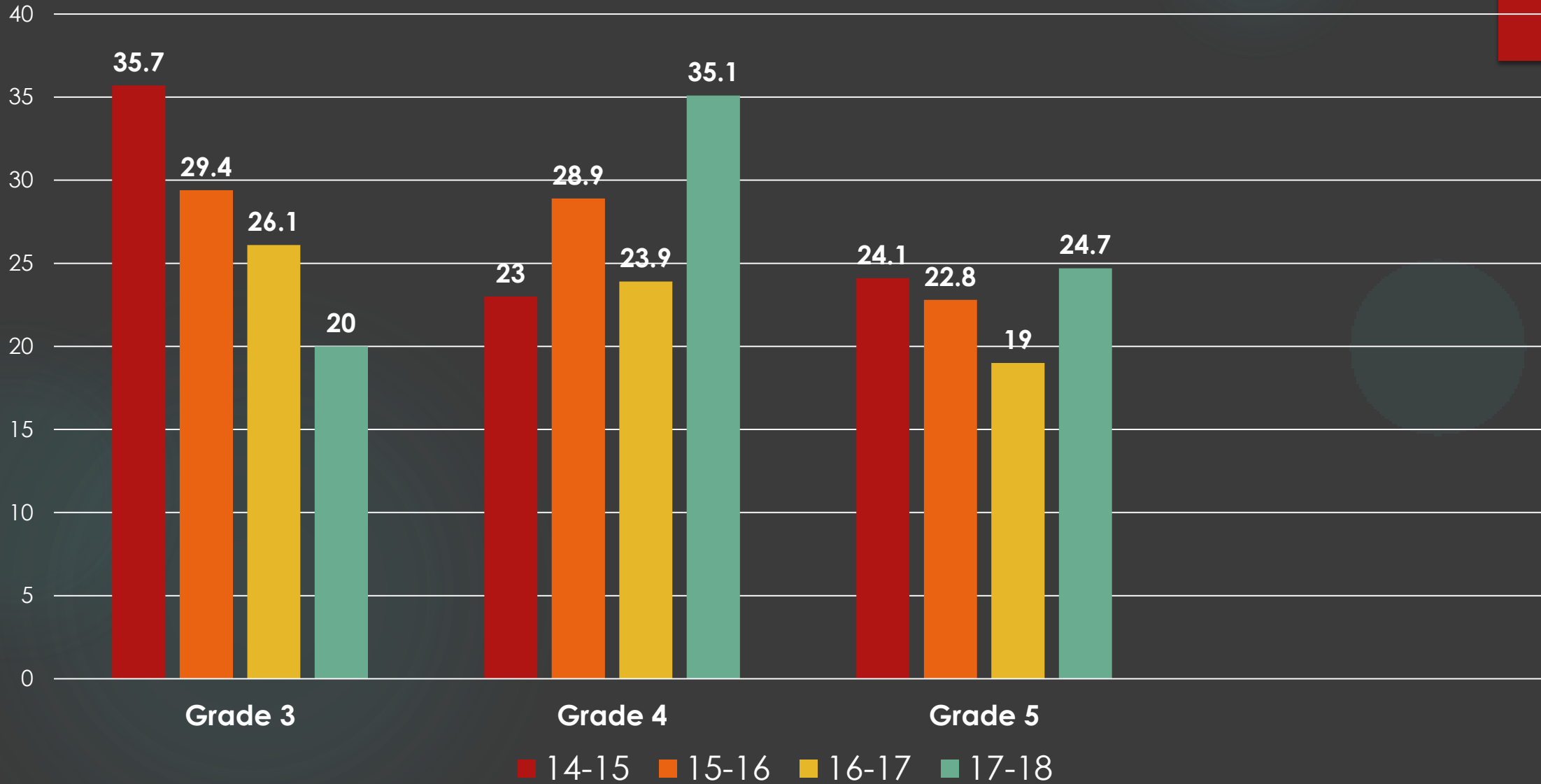
All members of the Bunker Hill School community will be treated with respect and upheld to high expectations.

OUR VISION:

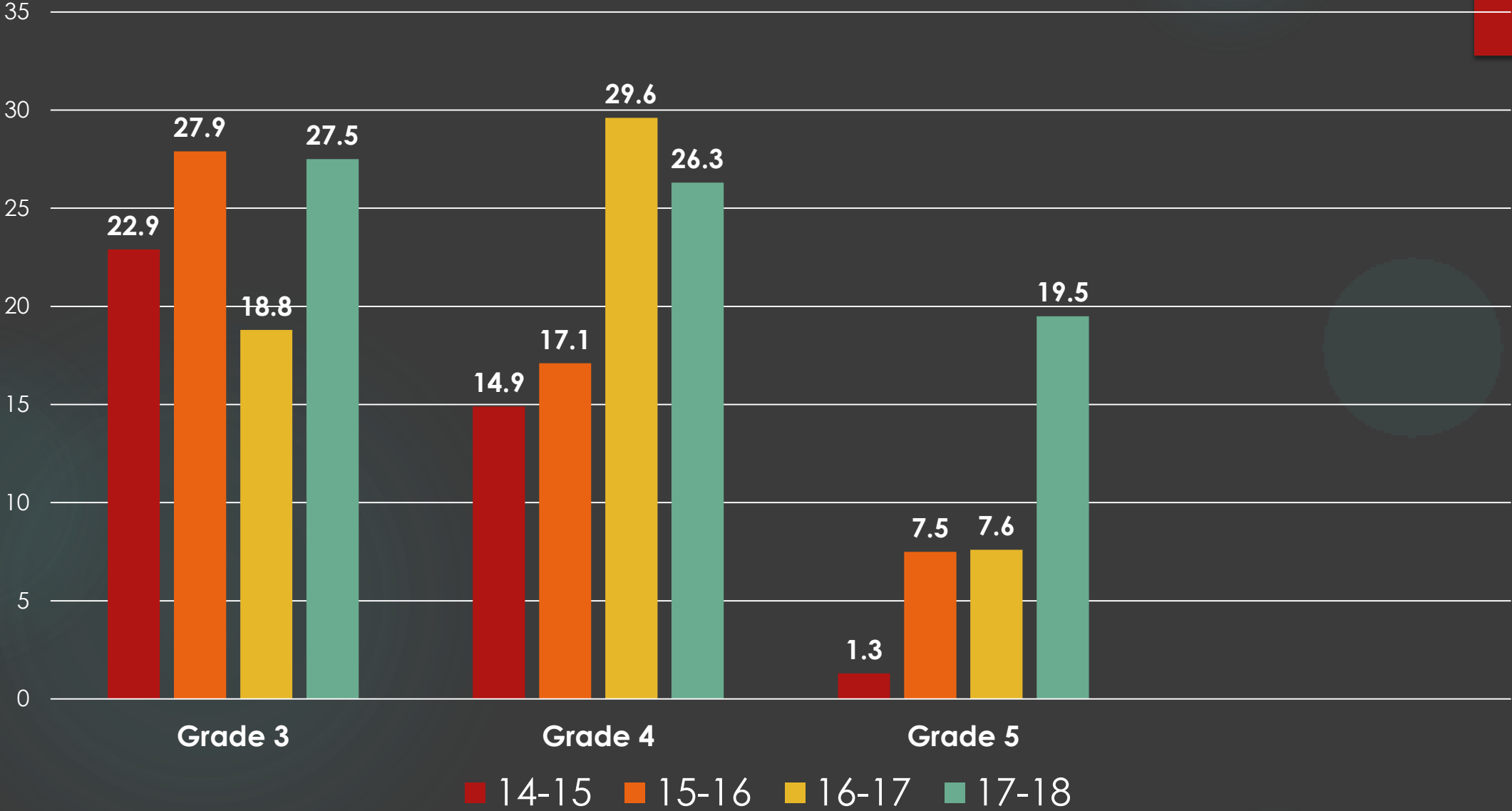
The vision of Bunker Hill Elementary School is to establish and maintain an alliance among students, parents, community, administration, teachers and staff by improving the education offered to our students in order to prepare them for their future.



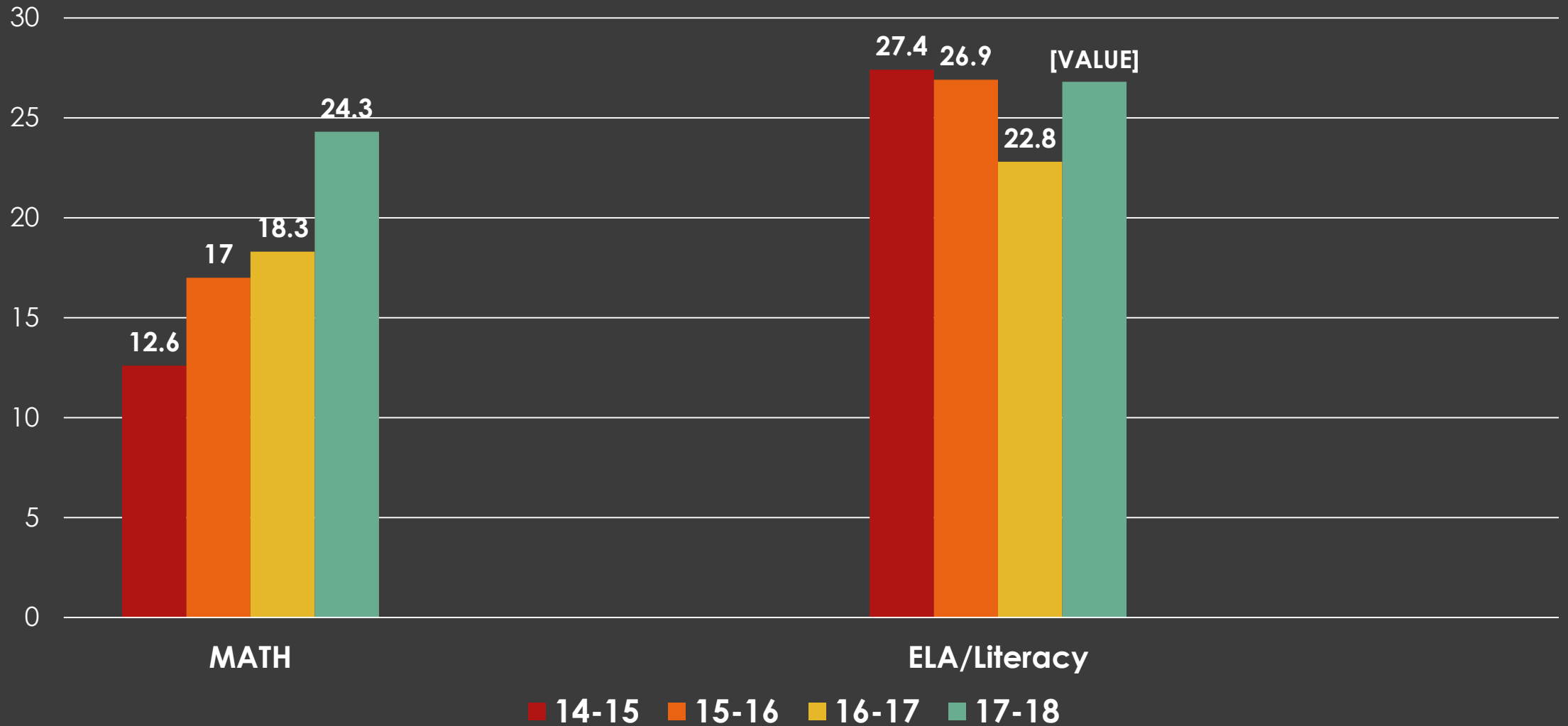
ELA/Literacy Smarter Balanced Scores by Percentage Per Grade



Math Smarter Balanced Scores by Percentage Per Grade



**Bunker Hill Smarter Balanced
All Grades
Percentage of Students Meeting or Exceeding the Achievement
Level**





West Elementary Teachers' Responses

Know:

- Communication
- How to set goals
- Basic knowledge of reading and math(cross-curricular)
- Future goals/ambition
- Daily living skills

Do:

- Problem Solve
- Communicate
- Decision-make

Possess:

- Self-confidence
- Passion
- Empathy
- Respect

Bunker Hill Student Responses

Know:

- How to read and perform math
- How to think for themselves
- Self-control

Do:

- Work with/get along with others
- Follow directions

Possess:

- Be respectful, brave, creative, responsible, and kind

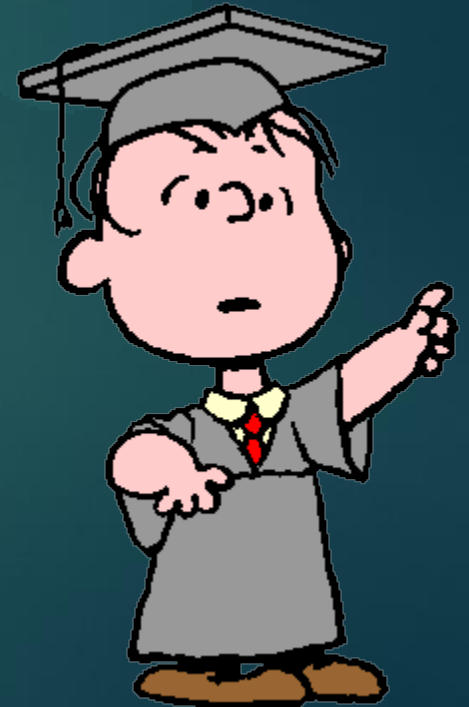
Portrait of a Graduate





Thank you

BUNKER HILL STUDENTS AND STAFF





#2

WATERBURY PUBLIC SCHOOLS

LOUISE ALLEN BROWN, J.D., M.P.A., GRANT WRITER

August 31, 2018

Honorable Board of Education
City of Waterbury
236 Grand Street
Waterbury, CT 06702

RE: Primary Mental Health Program Grant 2018-2019 [CSDE]

Dear President Brown and Commissioners:

The State Department of Education has requested grant proposals to continue grant funded Primary Mental Health Programs (PMHP) at district schools. Waterbury has had a Primary Mental Health Program operating at Duggan and W. Cross Elementary Schools each year for several years now. The most recent award was for the 2017-18 school year.

Waterbury proposes to continue its programs at Duggan and W. Cross Elementary Schools where the principals, teachers, and parents all report that the program is very helpful to students, and to replicate the program at Sprague Elementary School. The program is designed to assist students in grades PK through 3 with social and emotional problems that impact student learning. Waterbury's proposed program is described in the attached Grant Program Highlights.

There is a required cash match, as well as a requirement to provide in-kind contributions of district staff for this project. The 2018-19 grant amount will be the maximum allowed, and the same as last year's request, \$20,000; and the local match will be \$6,944. The match required for the project was reviewed by Doreen Biolo, Chief Fiscal Officer, who confirmed that funds are available in the 2018-19 budget for this long-standing program.

Local Board of Education approval of the application is required by the Connecticut State Department of Education (CSDE). I respectfully request your permission to apply for this grant on behalf of the Waterbury School District. The grant application is due on September 24, 2018. Thank you for your consideration.

Very truly yours,

/s/ Louise Allen Brown

Louise Allen Brown
Grant Writer

cc: Dr. Verna Ruffin
Robert Henry
Darren Schwartz
Doreen Biolo
Elaine Skoronski

Connecticut State Department of Education
Primary Mental Health Program Grant
Louise Allen Brown
August 30, 2018

Grant Highlights

Name of Grant: Primary Mental Health Program (PMHP) Grant

Purpose of Grant:

The purpose of the grant is “to assist Connecticut school districts to better serve at-risk primary grade children through the availability of an early intervention mental health program for the detection and prevention of emotional, behavioral and learning problems,...” (rfp)

Grant Deadline: September 24, 2018

Grant Period: July 1, 2018– June 30, 2019

Maximum Size of Awards: \$20,000 (State Funds)

Matching Funds: minimum of \$5,000

Eligible Applicants: Local or regional boards of education. Applicants must propose a school-based program that provides services primarily to students in prekindergarten through grade 3.

Waterbury Proposal:

Waterbury has had a Primary Mental Health Program (PMHP) operating at Duggan and W. Cross Elementary Schools each year for several years now. The most recent award was for the 2017-18 school year. The district seeks to continue the Primary Mental Health Program at Duggan Elementary School and at W. Cross Elementary School during 2018-2019, and to expand the program to a third school: Sprague Elementary School. To reach students at three schools, each school will conduct the required screenings, and then offer one 12-14 week session of programming for approximately 18 students per school.

Through this grant funded project, the district will 1) provide Child Associates to provide direct services to students under the supervision of School Psychologists, and the district Supervisor of School Psychologists; 2) maintain a playroom at each school to be used by the students with the Child Associate; and 3) implement the Primary Mental Health Program at each school for first grade students (and others in grades K-3 as time and funding allows). Waterbury will continue to offer Complementary Mental Health Programs (including Positive Behavior Intervention Support Programs, and Scientifically Research-Based Interventions/Early Intervention Program) at all three schools. These complementary mental health programs enhance the benefits of the Primary Project by improving students’ pro-social behavior, students’ school adjustment skills, and/or the school climate. Student participants will be identified using the PMHP screening tools, as mandated and as used in prior years.

Child Associates will work with identified students in student-directed play to help students to resolve social/emotional problems. Principals, teachers, and parents have reported significant student success in the program to date. The principals at Duggan and W. Cross are eager to resume this program at their schools; and the principal at Sprague is anxious to begin the program at her school.

Budget

The total project budget, including required matching funds from the district this year will be \$26,944. We will seek \$20,000 in state funding, the maximum allowed, and provide a match of \$6,944 from the district, as has been done in previous years. Additionally, in-kind contributions from the district for this project will include use of school space, supervisory staff such as school psychologists, social workers, and principals, as well as grants management and grants accounting services by existing district personnel.

Memorandum

To: Board of Aldermen

From: Linda Franzese, Food Service Director, Department of Education Food Service

Date: August 17, 2018

Re: **Board of Aldermen Approval Request / Executive Summary** - Contract for Space to Lease for Food Service and Central Kitchen between the City of Waterbury and 562 Connecticut LLC

The Food Service Department respectfully requests your approval of the above-referenced contract in the amount of \$124,488 per year for lease of space between the City of Waterbury and 562 Connecticut LLC.

This contract was initiated under the Request for Proposal process (#6102). There was a single bidder for this project with 562 Connecticut LLC being the lowest responsible bidder (see attached Bid Summary as prepared by the Purchasing Department).

Under this contract, the contractor will supply space that fits the needs of the Food Service department and follow the terms set forth in the lease agreement.

The Contract Term is 10 years with a 5 year renewal option and the project is being funded by the Food Service Fund.

Accordingly, attached for your review and consideration are 17 copies of the proposed contract, plus the Bid Summary as prepared by the Purchasing Department, the Successful Bidder's Bid Form and Disclosure and Certification of Obligations Affidavit Regarding Outstanding Obligations Form plus a copy of the Tax Clearance issued by the Office of Tax Collections.

Thank you.

Attachment

cc: Attorney Dawn Desantis/Angela Juliani, via email, w/o attachment.

LEASE AGREEMENT

*562 Captain Neville Drive
Waterbury, CT
"The Property"*

562 Connecticut, LLC

Landlord

- and -

*The City of Waterbury
Department of Education
Tenant*

Dated as of August ___, 2018

AGREEMENT OF LEASE

This Agreement of Lease is made as of the ____ day of August, 2018 (the "Lease"), by and between **562 Connecticut, LLC**, a Limited Liability Company duly formed under the laws of the State of Delaware, having its principal office at 225 East Aurora Street, Waterbury, CT (herein called "**Landlord**") and The City of Waterbury, Department of Education, having its principal office at 235 Grand Street, Waterbury, CT 06702 (herein called "**Tenant**").

WITNESSETH:

1. **Premises.** **Landlord** is the owner of the land and building known as 562 Captain Neville Drive, located in the City of Waterbury, County of New Haven, State of Connecticut, described on Exhibit A attached hereto and made a part hereof, which land ("Land") and building ("Building") and any other improvements now or hereafter placed thereon, together with all appurtenances thereto, are herein sometimes collectively called the "Property". **Landlord** does hereby demise and let unto **Tenant**, and **Tenant** does hereby lease and take from **Landlord**, for the term and upon the terms, covenants, conditions and provisions set forth herein, all that certain portion of the Building as shown outlined in red on Exhibit B attached hereto and made a part hereof, consisting of what the parties agree to be 17,784 rentable square feet, (hereinafter called the "Premises"), together with the right to use, in common with others, the specific common portions of the Building and the access drives on the Land as depicted on Exhibit B attached hereto and made a part hereof. It is further understood and accepted by **Tenant** that **Landlord**, within its sole discretion, may develop additional buildings and or improvements on the Property, as well as make changes to the existing common areas of the Property so long as the improvements do not materially disrupt **Tenant's** use and access and egress to the Premises.

2. **Term.**

a. **Commencement and Termination.** The term of this Lease ("Term") shall commence on November 1, 2018 or upon substantial completion of the **Tenant** Improvements outlined on Exhibit C attached hereto, whichever is later. (hereinafter referred to as the "Commencement Date".) Unless sooner terminated or extended in accordance with the terms hereof, the Term shall expire, without the necessity for notice from either party to the other, at 11:59 p.m. EST on the completion of the one hundred and twentieth (120th) month following the Rent Commencement Date (defined herein) (herein called the "Expiration Date"). Minimum Annual Rent and Additional Rent (defined below) shall commence December 1, 2018 or upon substantial completion of the **Tenant** Improvements, whichever is later. ("Rent Commencement Date") **Tenant** shall have early access to the Premises on or before November 1, 2018 so long as the early occupancy does not interfere with any of the **Tenant** Improvement work being completed by **Landlord**.

b. **Renewal Option:** **Tenant** shall have the option to renew this Lease for one additional five (5) year period on the same terms and conditions herein, subject to the Rent (as such term is defined in Section 4(d) below) adjustment provided in Section 4(b) below. **Tenant** shall have no further renewal options and **Landlord** shall not be obligated to refurbish the Premises or provide any allowance therefor. **Tenant's** option to renew shall be conditioned on there being no Event of Default hereunder on the part of **Tenant** in effect at the time **Tenant** attempts to exercise its option to renew, or at the commencement date of the additional term. This option to renew must be exercised by written notice from **Tenant** to **Landlord** in accordance with the notice provisions of Section 31, below, not less than twelve (12) months prior to the Expiration Date, time being of the essence.

c. **Early Occupancy:** Notwithstanding any provision of this Lease to the contrary, and only to the extent that it does not materially interfere with or delay the completion of **Landlord's** Improvements or cause any increased costs to **Landlord**, **Tenant** shall have the right to install fixtures, equipment, furnishings and telecommunication cabling in the Premises, and to commence the storage of product in locations authorized by **Landlord**, but not to use or occupy the Premises for the purposes permitted by this Lease, from November 1, 2018. Such early occupancy by **Tenant** prior to the Rent Commencement Date shall (a) be at no charge of Minimum Annual

Rent or Additional Rent (defined below) to Tenant, except that Tenant shall be responsible for the payment of utilities consumed by Tenant within the Premises during such period of early occupancy, and (b) not advance or otherwise affect the Commencement Date or the Term. Except for the foregoing, such early occupancy shall be on all of the other terms and provisions of this Lease, including the insurance provisions, but excluding the obligation to pay Rent.

3. **Use of Premises.** Tenant shall occupy and use the Premises and related rights to the other specified parts of the Property only for the operations of the Department of Food Services, including supporting offices, and food storage warehousing and commercial kitchen operations. Tenant will not permit the Premises or its use of the Property, during the Term, to be used in any manner, or suffer or permit anything to be brought into or kept in the Premises, or on the Property, that would in any way: (i) violate any Legal Requirements or reasonable rules and regulations now or hereafter promulgated by Landlord; (ii) cause damage to the Building, the Premises or the Property, including the paved loading and parking areas; (iii) other than in the normal use as a food supply warehouse and commercial kitchen, interfere with, or overload, the operation of the heating, air conditioning, ventilating, plumbing, mechanical, or electrical systems of the Building or any elements installed therein; (iv) intentionally omitted; (v) create a public or private nuisance; (vi) change the external or internal appearance of the Building, Premises or Property, except within the Premises in accordance with the provisions set forth in Section 13(b), below; (vii) materially injure the reputation of the Property; (viii) other than the preparation of food in the ordinary course of business in the commercial kitchen within the Premises, increase the fire hazard of the Property; (ix) disturb other tenants of the Property or properties in the vicinity of the Property; (x) permit any Contaminant, as defined in Section 28(b), to be used, stored or produced on the Property; (xi) allow or perform any outside storage of any materials or equipment of any kind (other than motor vehicles used in the ordinary course of business), and except for the placement of refuse in the area designated therefore on Exhibit B hereto, in receptacles and on terms specified in Section 40, below; (xii) violate any restrictions or other requirements or conditions contained in the deed to the Property from the Gillette Company, a Delaware corporation ("Gillette"), to Norman S. Drubner, ("Grantee"), dated as of September 17, 1999, recorded September 20, 1999, in the Waterbury Land Records, in Volume 3866, at Pages 307-313, a copy of which is attached hereto and made a part hereof as Exhibit A-1 (hereinafter "Deed"), including, without limitation, the "Covenants" (as such term is defined in the Deed), as the same may be modified or replaced from time to time in accordance with Paragraph 1 of the Deed, it being understood that the Tenant shall be bound by all of the terms and conditions in the Deed that affect Landlord (who has succeeded to the rights and obligations of the "Grantee", as such term is defined in the Deed), the Property, the Premises, any lease or use thereof, or the Tenant.

4. **Rent.**

a. **Minimum Annual Rent.** During the Term of this Lease, and commencing on the Rent Commencement Date, Tenant shall pay an initial minimum annual rent, subject to adjustment as provided in Section 4(b), of \$4.75 NNN per rentable square foot per year or Eighty-four Thousand, Four Hundred and Seventy-four Dollars, per year (\$84,474.00) (such minimum annual rent is herein called the "Minimum Annual Rent.") The Minimum Annual Rent shall be paid throughout each Lease Year (defined below), without notice or demand, in twelve equal monthly installments, in advance, on the first day of each calendar month during the Term of this Lease. The first "Lease Year" shall be a full 12 month period commencing on the Rent Commencement Date, provided that if the Rent Commencement Date is not the first day of a month, then the first Lease Year shall be the period from the Rent Commencement Date through the last day of the twelfth (12th) full month after the Rent Commencement Date. Each successive twelve (12) month period shall be successive Lease Years. If the Rent Commencement Date is other than the first day of the month, the first monthly payment shall include an amount pro-rated based upon the number of days remaining in the month in which the Rent Commencement Date occurs plus one full month's payment. Subsequent monthly payments during said first Lease Year shall be in equal monthly installments of Seven Thousand, and Thirty-nine Dollars and fifty cents (\$7,039.50).

b. **Adjustment.** The Minimum Annual Rent shall be adjusted at the end of the first Lease Year of the Term as follows:

<u>Lease Year</u>	<u>Per s.f.</u>	<u>Annual</u>	<u>Monthly</u>
2	\$4.85	\$86,252.40	\$7,187.70
3	\$4.95	\$88,030.80	\$7,335.90
4	\$5.05	\$89,809.20	\$7,484.10

5	\$5.15	\$91,587.60	\$7,632.30
6	\$5.25	\$93,366.00	\$7,780.50
7	\$5.36	\$95,322.24	\$7,943.52
8	\$5.47	\$97,278.48	\$8,106.54
9	\$5.58	\$99,234.72	\$8,269.56
10	\$5.69	\$101,190.96	\$8,432.58

c. Renewal Term Minimum Annual Rent. The Minimum Annual Rent shall be adjusted at the commencement of the Renewal Term to the then fair market minimum annual rent ("FMR") of the Premises or the last effective Minimum Annual Rent adjusted by the effective inflation rate for the prior year, whichever is greater. Each subsequent Lease Year during the Renewal Term, the Minimum Annual Rent shall increase by the greater of 50% of the increase in the level of the CPI from the beginning of the prior Lease Year to the beginning of the Lease Year in question, or 2% of the prior year's Minimum Annual Rent. The "CPI" shall mean the Consumer Price Index published by the U.S. Department of Labor's Bureau of Labor Statistics (All Urban Consumers (NY-NJ-CT-PA region)). Landlord and Tenant shall have 60 days from Landlord's receipt of Tenant's written notice of renewal in conformance with Section 4 hereof to reach an agreement, within the sole discretion of both Landlord and Tenant respectively, as to what will be the Minimum Annual Rent during the first year of the Renewal term utilizing the parameters outlined herein. If for whatever reason, Landlord and Tenant are unable to reach an agreement regarding the Minimum Annual Rent for the first year of the Renewal Term within this 60 day period, then Tenant's exercise of the renewal option set forth herein shall be void and this Lease shall be terminated on the original Expiration Date as set forth herein.

d. Additional Rent. In addition to the Minimum Annual Rent provided in Sections 4(a), 4(b) and 4(c), **Tenant** covenants and agrees to pay when due to **Landlord** **Tenant's** Proportionate Share of the Operating Expenses and Real Estate Taxes of the Property, as such terms are defined in Section 10(b) of this Lease, and any and all other sums otherwise payable from **Tenant** to **Landlord**. The amounts due **Landlord** under this Section 5(d) are herein called the "Additional Rent".

e. Definition of Rent. The Minimum Annual Rent, and the Additional Rent as defined in Section 4(c), are sometimes collectively referred to herein as the "Rent". The Rent shall be paid to **Landlord** at the address given in Section 31 of this Lease.

f. No Rent Deduction or Set Off. Except as otherwise specifically provided in Section 16(e), **Tenant's** agreement to pay the Rent is absolute and unconditional, and shall be independent of each and every other agreement between the parties, whether or not related to this Lease. **Tenant** agrees that any claim by **Tenant** against **Landlord** for any sum of money or obligation due and owing from **Landlord** to **Tenant** whether pursuant to this Lease or otherwise, shall not be deducted from any Rent, nor give rise to any abatement, deduction, counterclaim or set-off against any Rent due under the terms of this Lease.

5. As-Is Condition.

a. As-Is Condition/Tenant's Due Diligence. Except for the items specifically described in Exhibit C attached hereto and made a part hereof ("Landlord's Improvements"), the Premises, together with rights to use the remainder of the Property as set forth in Section 1 of the Lease shall be delivered in "As-Is" condition. **Tenant** hereby confirms that it has had full opportunity to examine and inspect the condition of the Property, including the Premises, as well as to perform such due diligence as it has deemed appropriate concerning legal and regulatory matters concerning Legal Requirements (as such term is defined in Section 5(b), below) and any other matters related to the Property, including the Premises, that it has conducted such examinations, inspections and due diligence that it has deemed advisable concerning the physical condition of, and Legal Requirements for, Property, including the Premises. Without limiting the foregoing, **Tenant** represents that the Property and the Premises, the title thereto, the zoning thereof, the street or streets, sidewalks, parking areas, loading docks, curbs and access ways adjoining them, the surface (and provided the opportunity to inspect the sub surface conditions) thereof, interior access to the Premises, all utility systems, plumbing and heating, ventilating and air conditioning systems, lighting systems, sprinkler and fire alarm

systems, and any other condition or system within or servicing the Property and the Premises, the present uses and non-uses thereof and the environmental conditions, including the Preexisting Environmental Conditions (as defined in Section 27, below), have been examined by **Tenant** in connection with its intended use of the Premises, and **Tenant** accepts them in their existing condition or state without relying on any representation of **Landlord**. **Tenant** hereby also confirms that, except for the items set forth in Exhibit C, it has agreed to enter into this Lease and to accept the Premises together with rights to use the remainder of the Property as set forth in Section 1 of the Lease "As-Is".

b. **Legal Requirements.** As used in this Lease the term "Legal Requirements" shall mean laws, statutes and ordinances (including building codes and zoning regulations and ordinances) guidelines, and the orders, rules, regulations, directives and requirements of all federal, state, county, city and local departments, bureaus, boards, agencies, offices, commissions and other subdivisions thereof, or of any official thereof, or any other governmental, public or quasi-public authority, whether now or hereafter in force (whether or not the same may be valid).

6. **Government/City Incentives.**

a. **Contest by Landlord.** **Landlord** may bring proceedings to contest the validity or amount of any Real Estate Taxes (as defined in Section 10(b) hereof) or to recover payments therefor. **Tenant** shall pay **Landlord**, if applicable, its Proportionate Share of all reasonable costs, fees and expenses, including appraisal, attorney fees and consulting, incurred in connection with such proceedings. **Tenant** shall pay its Proportionate Share of the costs recited herein as part of the Operating Expenses as outlined in Section 10(b) below.

b. **Government /City Incentives.** **Tenant** shall be solely responsible, but not obligated, to seek, obtain and maintain any real estate or other tax abatement or other economic benefit offered by the State of Connecticut, City of Waterbury or other governmental or municipal agency. At **Tenant's** sole cost and expense, **Landlord** shall cooperate with any reasonable request by **Tenant** related to such incentives to the extent there is no adverse effect or any liability whatsoever to the Property, other tenants, **Landlord**, or this Lease Agreement. **Landlord** has not made any representations to **Tenant** regarding the availability and/or **Tenant's** ability to obtain such incentives or benefits. Any such abatement or economic benefit which **Tenant** procures from the state or municipality will be passed through to **Tenant** to the extent **Landlord** or the Property is the initial recipient of the abatement or benefit and provided there is no recourse to **Landlord**.

7. **Insurance.**

a. **Landlord Insurance.** **Landlord** shall maintain and keep in effect throughout the Term of this Lease insurance against loss or damage to the Building and the remainder of the Property by fire and such other casualties as may be included within either fire and extended coverage insurance or all-risk insurance, landlord liability, rental insurance, and other insurance as may be required, in **Landlord's** sole discretion. **Tenant** shall pay its Proportionate Share of the cost of such insurance, as part of Operating Expenses as outlined in Section 10(b) below.

b. **Tenant Insurance.** **Tenant**, at **Tenant's** sole cost and expense, shall maintain and keep in effect throughout the Term of this Lease, with companies licensed to do business in Connecticut and reasonably satisfactory to **Landlord**, (1) insurance against liability for personal or bodily injury or death and property damage coverage occurring in or about the Premises and the remainder of the Property to **Tenant**, its employees, agents, contractors, vendors, clients, visitors, invitees, affiliates, licensees and customers, under a policy of commercial general liability insurance, with such minimum coverage and limits as set forth in Exhibit G attached hereto, and (2) property insurance, on an "all risk" or "special form of loss" basis, on all of **Tenant's** property in the Premises. **Tenant** shall provide **Landlord** with copies of the certificates of insurance and shall provide written notice to **Landlord** of any change in said policies or coverage. **Tenant** shall have the sole responsibility for insuring any and all of its property within or around the Premises or Property. **Tenant** shall comply with all applicable Connecticut worker's compensation laws and shall maintain such insurance of and to the extent necessary for such compliance. The policies of commercial general liability insurance shall name **Landlord**, its General Partner, Manager, its property manager, any officers, directors, as well as any mortgagee designated by **Landlord**, as additional insureds as further outlined more specifically in Exhibit G. Each such policy shall provide that it shall not be cancelable without at least thirty (30) days prior written notice to **Landlord**, and to any mortgagee named in an endorsement thereto, and shall be issued by an insurer and in a

form reasonably satisfactory to Landlord. At least ten (10) days prior to the Commencement Date, Tenant shall cause a certificate of insurance to be delivered to Landlord. If Tenant shall fail, refuse or neglect to obtain or to maintain any insurance that it is required to provide, or to furnish Landlord with satisfactory evidence of coverage on any such policy, Landlord shall have the right to purchase such insurance in addition to any other remedies available under the Lease. All such payments made by Landlord shall be payable to Landlord from Tenant within ten (10) days after Tenant being billed therefor. All insurance policies procured and maintained by Landlord shall provide that Landlord shall have full, complete and exclusive authority to adjust all losses thereunder and Tenant agrees to be bound by all adjustments made by Landlord and to cooperate with Landlord in making such adjustments. No insurance policy maintained by Tenant shall contain any provision relieving the insurer thereof of any liability for any loss by reason of the existence of other policies of insurance covering the Premises and/or Property against the peril involved. Notwithstanding the foregoing, Tenant shall have the right to self-insure any of the risks provided for in this Section 7(b).

c. No Liability of Landlord for Losses of, or Claims Against, Tenant. Landlord shall not be liable for any claims for damages for personal or bodily injury, death or property damage in or about the Premises or the remainder of the Property to Tenant, its employees, agents, contractors, vendors, clients, visitors, invitees, affiliates, licensees and customers and their respective properties except to the extent caused by Landlord's negligence or willful misconduct. Regarding other claims for damages, without limiting the foregoing, Landlord shall not, except to the extent caused by Landlord's negligence or willful misconduct, be liable for: (i) any damage or personal or bodily injury occasioned by failure of Tenant to keep the Property or Premises in repair as required of Tenant under the terms of this Lease; (ii) any loss of or damage to property of Tenant caused or occasioned by or from fire, explosion, falling plaster, steam, motor vehicle accident, defect or failure of plumbing, electric, heating, air conditioning, ventilation, gas, water, sprinkler, other pipes or sewerage, or other utility system; (iii) any loss of or damage to property of Tenant caused or occasioned by or from the bursting, leaking or running of any pipes, tank or plumbing fixtures in, above, upon or about the Property or Premises, or any building or improvement thereon; (iv) any personal or bodily injury, damage or damage occasioned by water, snow or ice being upon the Property or Premises or coming through the roof, skylights, trap door, or otherwise; (v) any damages arising from acts or neglect of any persons, including other tenants or persons on the Property or the Premises, or by operations in construction, or by any owners or occupants of property in the vicinity of the Property; (vi) any interruption of use or occupancy of the Building, Property or Premises, or (vii) any damages related to the roof or the equipment or any lightning rods located thereon.

d. Release from Liability for Insured Property Damage/Waiver of Subrogation. Notwithstanding any other provision in this Lease, each of the parties hereby releases the other from any and all liability and recovery for any loss or damage that may be inflicted upon the property of such party even if such loss or damage shall be brought about by the fault or negligence of the other party, its agents or employees, but only to the extent such loss or damage is covered by insurance (or would have been covered by the insurance required to be carried under this Lease); provided, however, that this release shall be effective only with respect to loss or damage occurring during such time as the appropriate policy of insurance shall contain a clause to the effect that this release shall not affect any other provisions of said policy, including the waiver of subrogation provisions or the right of the insureds to recover thereunder. Landlord and Tenant shall each cause their insurance policies to include such waiver of subrogation. If any such policy does not contain such a clause, the other party agrees to obtain an endorsement to such policy providing therefore. To the extent that Tenant self-insures, its waiver hereunder shall not be dependent on the loss or damage being covered by insurance.

e. Increase of Premiums. Tenant will not do anything or fail to do anything on the Property or Premises, nor use the Premises or Property in a manner that will cause the cost of Landlord's insurance to increase or which will prevent Landlord from procuring policies (including but not limited to public liability) from companies, on terms and conditions and in a form satisfactory to Landlord in its sole discretion. If any breach of this Section (e) by Tenant shall cause the rate of fire or other insurance to be increased, Tenant will pay the amount of such increase within twenty (20) days after being billed therefor. Notwithstanding the above, Tenant's intended use as a food warehouse and commercial kitchen facility is excluded from the provisions outlined herein and shall not be deemed a breach of this Section (e).

8. Repairs, Maintenance, and Operations.

a. Tenant's Responsibility for Premises. Except for the repair and maintenance obligations specifically imposed on **Landlord** under Sections 8(b), 8(c) and 8(d) following, **Tenant**, at its sole cost and expense and throughout the Term of this Lease: (i) shall keep and maintain the Premises in a clean and orderly manner on a day to day basis and in good order and condition and at levels consistent with other well managed industrial buildings in the Captain Neville Industrial Park area, including all utility and mechanical systems serving the Premises, and all appurtenances, in good order and condition, and free of accumulation of dirt and rubbish; (ii) shall replace all broken glass with that of the same size and quality; (iii) shall make all necessary or advisable renovations, repairs and replacements (collectively "Repairs") to the Premises, whether interior or exterior, ordinary or extraordinary, foreseen or unforeseen, necessary or desirable to maintain the condition of the Premises, and all the mechanical and utility systems situated thereon or otherwise servicing the Premises. Such mechanical and utility systems shall include, without limitation, all plumbing, heating, mechanical, electrical, lighting, air conditioning, sprinkler and life safety systems, all fixtures, and any elevators or loading docks, dock levelers, dock doors, bumpers and seals serving only the Premises. In performing such Repairs, **Tenant** shall not use or permit the use of any portion of the Property for outdoor storage. Repairs made by **Tenant** shall utilize materials and equipment which are at least equal in quality and usefulness to those originally used in fitting out or constructing the Premises. **Tenant** shall service and maintain all or any portion of any mechanical equipment and utility systems exclusively servicing the Premises at its cost and expense, using a service firm(s) acceptable to **Landlord** in **Landlord's** sole discretion which shall provide service and maintenance in accordance with the manufacturer's and/or **Landlord's** recommendations, and shall provide a copy of such service contracts to Landlord. **Tenant** shall be allowed to utilize qualified City employees to complete the necessary maintenance and repairs.

Notwithstanding any other provision of this Section, **Tenant** shall not be responsible for any Repairs and maintenance to the Premises necessitated by: (1) the gross negligence or willful misconduct of **Landlord**, or its employees, agents or independent contractors employed by **Landlord**; or (2) taking by eminent domain or conveyance in lieu thereof; or (3) any damage or deterioration to the footings, foundations and structural steel columns and girders forming a part of the Premises or Building unless such Repair or maintenance is necessitated as a result of the acts or omissions of **Tenant**.

b. Landlord's Responsibility for Common Portions of Building. Throughout the Term of this Lease, **Landlord** shall maintain the Building in a condition consistent with the other comparable buildings located in the Captain Neville Industrial Park and in doing so, shall make all necessary Repairs to: (i) the roof (Repairs shall only include an annual accrual equal to 10 cents per S.F. that shall be included in Operating Expenses; no other costs relating to the roof shall be included in Operating Expenses; the 10 cents per S.F. accrual will be charged as part of Operating Expenses regardless of whether the amount incurred by Landlord relating to the roof is more or less than 10 cents per S.F.); the exterior side of exterior walls, exterior portions of the Building, (ii) utility lines, mechanical equipment and other facilities in the Building which serve more than one tenant of the Building; and (iii) to any driveways, sidewalks, curbs, parking and landscaped areas, and other common exterior improvements on the Property; provided, however, that **Landlord** shall have no responsibility to make any Repairs unless and until **Landlord** receives written notice from **Tenant** of the specific need for such Repair. **Tenant** shall pay its Proportionate Share of the cost of all work to be performed by **Landlord** pursuant to this Section 8(b) as part of its payment of Operating Expenses as outlined in Section 10(b) below.

c. Parking and Access Areas. Throughout the term of this Lease, **Landlord** shall keep and maintain all parking areas and access ways on the Property and access to the Building to the extent within **Landlord's** reasonable control in an orderly condition, reasonably clear of accumulation of snow and ice, to the extent reasonable under the circumstances, during the hours of 7:00 A.M. to 5:00 P.M., on weekdays other than Christmas Day and New Years' Day. **Landlord** shall keep and maintain all landscaped areas in an orderly condition. Notwithstanding the foregoing, and without limiting **Tenant's** obligations under Section 7(c) above, **Landlord**, other than claims arising solely out of the intentional or willful misconduct of **Landlord**, shall have no liability for any claims of any kind arising out of conditions from natural causes existing on the Property such as snow and ice, rain, or other similar condition and **Tenant** shall be responsible for personal and bodily injury and personal property damage of **Tenant**,

and **Tenant's** employees, agents, contractors, vendors, clients, visitors, invitees, affiliates, licensees and customers. **Tenant** shall pay its Proportionate Share of the cost of all work to be performed by **Landlord** pursuant to this Section 8(c) as part of its payment of Operating Expenses as outlined in Section 10(b) below

d. Structural Repairs **Landlord**, throughout the term of this Lease and at **Landlord's** sole cost and expense, shall make all necessary Repairs to the footings, foundations and the structural steel columns and girders forming a part of the Premises; provided, however, that **Landlord** shall have no responsibility to make any Repair unless and until **Landlord** receives written notice of the specific need for such Repair or replacement from **Tenant**.

e. Tenant Occasioned Repairs. Notwithstanding anything herein to the contrary, but subject to Section 7(d) hereof, Repairs to the Premises or the Property made necessary by **Tenant's** use, manner of use or occupancy of the Property or by **Tenant's** installations in or upon the Property or by any act or omission of **Tenant** or any employee, agent, contractor, vendor, client, visitor, invitee, affiliate, licensee or customer of **Tenant** shall be made at the sole cost and expense of **Tenant**.

9. Utility Charges.

a. Tenant Utilities. **Tenant** shall be solely responsible for and shall pay promptly all rents, costs and charges for water service, sewer service, gas, electricity, lights, heat, hot water, oil, steam, power, sprinkler, irrigation, security, telephone and other communication services and any and all other utilities or services rendered or supplied upon or in connection with the Premises throughout the Term of this Lease. **Landlord** shall cause the Premises to be put on its own separate electric and gas meter (or sub-meters) as part of **Landlord's** Improvements associated with bringing to the Premises the electrical power requirements and heating needed for its operations. These new meters or sub-meters will thereafter be placed in **Tenant's** name throughout the Term of this Lease.

b. Shared Utilities. The cost of separately metered or submetered utility service shall be paid directly by **Tenant** to the utility provider where applicable, or to **Landlord** if not applicable within twenty (20) days after being billed therefor. If any utility service is not separately metered or sub-metered, **Tenant** shall be responsible for its Proportionate Share of such utility cost as part of Operating Expenses as outlined in Section 10(b) below.

10. Net Lease.

a. Absolute Nature. It is the intention of **Landlord** and **Tenant** that the Minimum Annual Rent be absolutely net to **Landlord**, and that all costs, expenses, property taxes and obligations of every kind relating directly or indirectly in any way, foreseen and unforeseen, to **Tenant's** use, occupancy and possession of the Premises, which may arise or become due during the Term hereof, or any renewal term or extension, shall be paid by **Tenant**.

b. Additional Rent. In addition to the Minimum Annual Rent payable under this Lease as set forth above, **Tenant** shall pay to **Landlord**, the following:

(i) **Tenant's** Proportionate Share of all Real Estate Taxes levied upon the Property during the term of this Lease.

(ii) **Tenant's** Proportionate Share of all Operating Expenses (as hereinafter defined) incurred during the term of this Lease.

"Operating Expenses" shall mean all expenses paid or incurred by **Landlord** or on **Landlord's** behalf in respect of the ownership, management, repair, operation, administration and maintenance of the Property and the Premises outlined in Sections 7, 8 and 9 above and also including but not limited to (1) salaries, wages, medical insurance and benefits of employees of **Landlord**, not above the grade of Building manager, engaged in the management, repair, operation and maintenance of the Property; to the extent that any such employees spend less than all of their time working at the Building, their salaries, wages, medical insurance and benefits shall be equitably pro-rated; (2) payroll taxes, worker's compensation, uniforms and related expenses for such employees; (3) the cost of all charges for oil, gas, steam, electricity, any alternate source of energy, heating, ventilation, air-conditioning, water,

sewers and other utilities furnished to the Property (including the common areas and leased areas thereof, but not, with respect to any utilities that are separately metered or sub-metered to Tenant, the cost of such utilities for the other leased or leasable portions of the Building), together with any taxes on such utilities; (4) the cost of painting non-tenant space; (5) the cost of all charges for rent, casualty, liability and fidelity insurance with regard to the Property and the maintenance or operation thereof; (6) the cost of all supplies (including cleaning supplies), tools, materials and equipment, the rental thereof and sales and other taxes thereon; (7) the cost of all charges for window and other cleaning and janitorial, snow and ice removal, and security services; (8) charges of independent contractors; (9) repairs and replacements made by Landlord at its expense (provided that if such cost would, under generally accepted accounting principles, be required to be capitalized, then only a proportionate part of such costs shall be included each year in Operating Expenses over the useful life (as reasonably estimated by Landlord) of such repair or replacement); (10) exterior and interior landscaping; (11) alterations and improvements to the Property made by reason of the laws and requirements of any public authorities or the requirements of insurance bodies; (12) management fees or, if no managing agent is employed by Landlord, a sum in lieu thereof which is not in excess of the then prevailing rates for management fees of other first class industrial buildings in the area in which the Property is located but in no event less than 4% of the gross revenue derived from the property; (13) the cost of any capital improvements or additions to the Property and of any machinery or equipment installed in the Building which have the effect of reducing the expenses which otherwise would be included in Operating Expenses to the extent of the lesser of (A) such cost, as reasonably amortized by Landlord with interest on the unamortized amount at the prime rate then generally available in the State of Connecticut or (B) the amount of such reduction in Operating Expenses; and (14) reasonable legal, accounting and other professional fees incurred in connection with the operation, maintenance and management of the Property. In addition to the above, in the event that for any period during the term of this Lease the Building is less than fully leased and occupied, and/or any utilities for any occupied space in the Building are directly billed to the occupant thereof, Operating Expenses shall be equitably adjusted to include such additional expenses as Landlord would have incurred had the Building been fully leased and occupied, and/or the utilities in question had not been directly billed, for such period.

Excluded from Operating Expenses shall be the following: (aa) depreciation (except as provided above); (bb) interest on and amortization of debts; (cc) leasehold improvements including renovations made for tenants of the Building; (dd) brokerage commissions and advertising expenses for procuring new tenants of the Building; (ee) refinancing costs; and (ff) the cost of any item included in Operating Expenses under clauses (1) - (14) to the extent that such cost is reimbursed by an insurance company or a condemnor or a tenant (except as a reimbursement of Operating Expenses) or any other party.

Commencing on the Rent Commencement Date, Landlord shall estimate the amounts which are payable under Sections 10(b)(i) and (ii) above. Said estimates shall be reasonably determined by Landlord in its good faith discretion. The amounts of said estimates shall be divided into equal monthly payments which shall be paid by Tenant in advance, commencing on the Rent Commencement Date, along with Tenant's regular monthly rental payment. Should the actual annual amounts provided for in subparagraphs (i) and (ii) be more than Landlord's estimate, then Tenant's monthly payment as aforesaid shall be adjusted each January 1st (with respect to Operating Expenses) and/or July 1st (with respect to Real Estate Tax payments) to more nearly reflect the actual increases. In addition, in the event of any extraordinary event that is not contemplated by the estimated monthly amounts, as determined by Landlord in its sole discretion, Landlord may bill Tenant separately, which bill shall contain reasonable supporting documentation of the extraordinary cost, and Tenant shall pay its Proportionate Share of such extraordinary cost within twenty (20) days after receipt of such bill.

Within sixty (60) days from the date Landlord presents each annual bill to Tenant for payments under subparagraphs (i) and (ii) above, Tenant will pay to Landlord in a lump sum that amount by which Tenant's actual Proportionate Share exceeds the amount of Tenant's estimated payments theretofore. Should the amount of Tenant's estimated payments exceed Tenant's Proportionate Share, then Landlord shall, within said sixty (60) day period refund such overpayment to Tenant. A certified bill for Operating Expenses and Real Estate Taxes (including a summary of the reconciliation of these expenses) submitted by Landlord to Tenant shall be sufficient evidence of the amount of Operating Expenses and Real Estate Taxes with respect to the property and improvements thereon.

"Real Estate Taxes" shall mean and include: (i) all general and special taxes, assessments, duties and levies, if any, of any kind which are assessed, levied, charged, confirmed or imposed by any federal, state or municipal government, public authority or under any Legal Requirement upon the Property, the Building, its operations or the rent provided for hereunder, or the adjoining streets or access ways, any license or permit fees, public charges for water, water or other public utilities, or other public imposts or burdens of whatsoever kind or nature, ordinary or extraordinary, unforeseen as well as foreseen, which are payable (adjusted after protest or litigation, if any) for any part of the term of this Lease, exclusive of penalties or discounts; and (ii) the reasonable expenses of contesting the amount or validity of any such taxes, charges or assessments, such expense to be applicable to the period if the term is contested. Real Estate Taxes shall not include any net income, corporate franchise or similar tax imposed or assessed upon **Landlord**, unless such tax or any similar tax is levied or assessed in lieu of all or any part of any Real Estate Taxes or an increase thereon. If, under any Legal Requirement with respect to such new method of taxation, **Tenant** is prohibited from paying such new tax, **Landlord** may impose another means of obtaining from **Tenant** compensation to equally offset the effect of the prohibition.

Tenant shall pay for all ad valorem taxes on its personal property, if any, and on the value of leasehold improvements to the extent that same exceed standard building allowances (as determined by Landlord in its sole discretion).

Tenant shall have an opportunity to examine **Landlord's** books and records relating to Operating Expenses and Real Estate Taxes for a period of 60 days after receipt of the reconciliation. Tenant shall not employ or be assisted by anyone who is compensated on a contingent fee basis in connection with such examination. If Tenant's inspection of such records shall disclose that Tenant's total monthly payments toward Operating Expenses and Real Estate Taxes exceed the actual amount of Tenant's Proportionate Share of Operating Expenses and Real Estate Taxes and Landlord does not contest the results of such audit, Tenant shall be entitled to be reimbursed by Landlord the amount so overcharged within 10 business days. The obligations imposed on both Landlord and Tenant to either pay or receive funds in reconciliation of the actual Operating Expenses and Real Estate Taxes due under this Section 10(b) shall survive the expiration or termination of this Lease.

The initial estimated amount of Tenant's Proportionate Share of Operating Expenses and Real Estate Taxes is \$3,334.50 per month. Accordingly, the monthly Minimum Annual Rent and Additional Rent commencing on the Rent Commencement Date is a total of \$10,374.00 and is due and payable on the first of each month during the first Lease Year of the Term hereof unless otherwise modified as outlined herein.

11. **Legal Requirements.** Throughout the Term of this Lease, and at its sole cost and expense, except for **Landlord's** obligations under Section 8(d), **Tenant** shall comply with all Legal Requirements, insurance policy requirements of **Landlord's** and **Tenant's** insurance policies, and requirements of the National Board of Fire Underwriters or any other body now or hereafter constituted exercising similar functions relating to: (i) the use or manner of use of the Premises; or (ii) the operation of **Tenant's** business. **Tenant** also shall comply with such reasonable rules and regulations as **Landlord** may promulgate relating to the Premises, the Building or the Property which **Landlord** may modify in its reasonable discretion from time to time.

12. **Signs.** Except for signs located wholly within the interior of the Premises which are not visible from the exterior of the Premises, and the signs described in detail on Exhibit D attached hereto and made a part hereof, no signs shall be placed, erected, maintained or painted at any place upon the Premises, or the Property, without the prior written consent of **Landlord**, which may be withheld in **Landlord's** sole discretion. Any request for signage by **Tenant** shall include the placement of the sign, the size, design, color, location, content, illumination, composition or material and mobility thereof. All signs so approved by **Landlord** shall be maintained by **Tenant** in good condition during the Term of this Lease, and **Tenant** shall remove all signs at the termination of this Lease and shall repair and restore any damage caused by the installation or removal thereof. **Landlord** shall place **Tenant's** name on any tenant directory signage on the Building, to the extent such signs remain in use at the Property at **Landlord's** sole discretion. **Tenant's** directory signage shall be consistent with the remainder of tenant directory signage for the Building and shall be subject to **Landlord's** approval which may be withheld in **Landlord's** reasonable discretion.

13. Alterations, Additions and Fixtures.

a. Installation of Trade Fixtures. Subject to the provisions of Section 14 hereof, **Tenant** shall have the right to install on, or remove from, the Premises during the Term of this Lease any trade fixtures and equipment provided, however, that no such installation, or removal thereof, shall affect the structural portion of the Premises or the Building, and that **Tenant** shall Repair and restore any damage or injury to the Premises, or the Property, caused by such installation or removal. **Tenant** shall have no right to permit any lien or encumbrance to be placed on the Land, Building, Property and/or Premises as a result of any installation of any such trade fixtures and/or performance of any improvements outlined below that constitute improvements to the Premises.

b. Alterations and Improvements. Except for minor (invoices in the aggregate less than \$5,000.00) nonstructural changes to the Premises and except for **Tenant's** initial fit out work that is listed in Exhibit E attached hereto, **Tenant** shall not make, or permit to be made, any alterations, improvements, or additions to the Premises or Property without, on each occasion, first presenting to **Landlord** certified plans, specifications and a list of all applicable Legal Requirements prepared, at **Tenant's** sole expense, by a licensed architect or structural engineer therefor and obtaining **Landlord's** prior written consent thereto, which may not be unreasonably withheld or delayed. Without affecting **Tenant's** obligation and **Landlord's** rights set out above in this Section, **Tenant** may provide preliminary plans for preliminary approval prior to the need to complete certified plans as outlined above. In determining whether to consent to any alterations or improvements, **Landlord** may refuse consent if those alterations and improvements have any structural impact on the Building, may be seen from outside the Premises, impact any other tenants or the operation of the Building or impact the marketability of all or any portion of the Premises or the Building or diminish the value of the Premises or Property. **Tenant** shall not submit plans to or pursue authorization from any local permitting authorities for any alterations, improvements or additions that do not meet the criteria of the foregoing sentence. **Tenant** shall obtain lien waiver from all contractors and subcontractors that perform any portion of **Tenant's** alterations, promptly upon completion of the work. In making any alterations, improvements or additions, **Tenant** shall comply with the requirements of Section 14 hereof and shall insure that none of the other occupants of the Building or properties in the vicinity will be disturbed or annoyed by reason thereof. Legal Requirements required to be met before commencement of any work shall be met by **Tenant**, at its sole cost, prior the commencement of any work, and **Tenant** shall deliver documentation acceptable to **Landlord** regarding **Tenant's** compliance with Legal Requirements prior to commencing any alterations, improvements or additions. Upon completion of such alterations, improvements or additions, **Tenant** and/or its General Contractor shall furnish a certificate to **Landlord**, (certified by **Tenant's** architect or engineer so long as **Tenant** elects to utilize an architect or engineer), that the construction has been completed in conformance with the plans and specifications previously submitted to **Landlord**, and complies with all Legal Requirements, documentation for which, acceptable to **Landlord** in its reasonable discretion, shall be supplied to **Landlord** including any and all permits and approvals. Any and all alterations, improvements and additions to the Property which are constructed, installed or otherwise made by **Tenant** shall be the property of **Tenant** until the expiration or sooner termination of this Lease. Thereafter, all such alterations, improvements and additions shall remain on the Property, and shall become the property of **Landlord**, without payments therefor by **Landlord**, unless, upon the termination of this Lease, **Landlord** shall give written notice to **Tenant** to remove all or any portion of the same. In such event, **Tenant** will remove such alterations, improvements and additions, and repair and restore any damage to the Property caused by the installation or removal thereof.

c. Landlord's Review and Approval. **Landlord's** review and approval of any **Tenant** submittals, including but not limited to any plans, specifications and documentation concerning **Tenant's** satisfaction of Legal Requirements shall be for **Landlord's** sole benefit and may not be relied upon in any way by **Tenant** or its agents or contractors and shall not in any way create an obligation of **Landlord** or relieve **Tenant** of any of its obligations hereunder.

14. Mechanics' Liens. **Tenant** shall promptly pay any contractors and materialmen who supply labor, work or materials to **Tenant** at the Premises or the Property to avoid the possibility of a lien attaching to the Premises or the Property. **Tenant** shall take all steps permitted by law in order to avoid the imposition of any mechanic's, laborer's or materialman's lien upon the Premises or the Property. Should any such lien or notice of lien be filed, **Tenant** shall cause such lien to be released of record, by bonding or otherwise within thirty (30) days after the lien or claim is filed or formal notice of said lien or claim has been issued regardless of the validity of such lien or claim. Nothing in this

Lease is intended to authorize **Tenant** to do or cause any work or labor to be done or any materials to be supplied for the account of **Landlord**, all of the same to be solely for **Tenant's** account and at **Tenant's** sole risk, cost and expense.

15. **Landlord's Right of Entry.**

a. **Right of Entry to Premises.** **Tenant** shall permit the authorized representatives of **Landlord**, any mortgagee or any prospective mortgagee, prospective purchaser and prospective tenant of the Property, and any person authorized to make Repairs or to inspect the Property to enter the Premises, in an emergency at any time, otherwise with 24 hours prior notice (which may be verbal) for the purpose of: (i) inspecting the Premises; (ii) making any necessary Repairs to the Premises, or to the Property, or performing any work on the Premises or Property; and (iii) showing all or any portion of the Property or Premises to any prospective mortgagee, purchaser or tenant of the Property. Prospective tenant showings shall be limited to (1) only the last year of the Lease Term in the event **Tenant** does not exercise any available option to renew in accordance with the terms set forth herein or the last year of the Renewal Term in the event the option to renew is exercised, or (2) any time if **Tenant** shall default under this lease. **Tenant** shall not install any locks or change any locks without providing **Landlord** with keys to such locks, and the password combinations to any security devices which have been installed by **Tenant**.

b. **Access to Common Utilities.** **Landlord** shall have full and unrestricted access to all or any portion of common utility or mechanical systems, including but not limited to air conditioning, heating, plumbing, sprinkling and other common utility installations servicing the Building and the Premises. **Landlord** shall have the right to interrupt, curtail, stop or suspend any common utility or mechanical system including common air conditioning and/or heating service, and all other utility or other services, because of **Landlord's** inability to obtain materials necessary in connection therewith, or because of **Landlord's** compliance with governmental restrictions in connection therewith, or because of any other circumstance beyond **Landlord's** control. **Landlord** shall use reasonable effort to avoid any such interruption and, in the event of any such interruption, to minimize the impact of such interruption on **Tenant's** use of the Premises. Other than as specifically stated in Section 15(c) below, no diminution or abatement of Minimum Annual Rent or Additional Rent shall or may be claimed by **Tenant**, nor shall this Lease or any of the obligations of **Tenant** hereunder be affected or reduced by reason of any such interruption, curtailment, stoppage or suspension, nor shall the same give rise to a claim in **Tenant's** favor for actual or constructive, total or partial, eviction from the Premises, but **Landlord** shall use commercially reasonable efforts to cause such services to be resumed as soon as practical and to minimize any interference with **Tenant's** business.

c. **No Offset for Interruption.** **Landlord** will attempt not to inconvenience **Tenant** and whenever reasonably possible, give **Tenant** reasonable notice, but shall not be liable for inconvenience, annoyance, disturbance or other damage to **Tenant** by reason of making any Repair, or by bringing or storing materials, supplies, tools and equipment in the Premises, in the Building or on the Property or by interruption any utilities or mechanical systems, during the performance of any work within the Premises, the Building or the Property. The obligations of **Tenant** under this Lease shall not be thereby affected in any manner whatsoever. No diminution or abatement of Minimum Annual Rent, or Additional Rent, shall or may be claimed by **Tenant**, nor shall this Lease or any of the obligations of **Tenant** hereunder be affected or reduced by reason of any such interruption, curtailment, stoppage or suspension, nor shall the same give rise to a claim in **Tenant's** favor for actual or constructive eviction. **Landlord** shall only be responsible for any damages to **Tenant** directly arising out of the gross negligence or willful misconduct of **Landlord** during any such entry into the Premises outlined herein, subject to **Tenant's** obligations otherwise set forth in this Lease. Notwithstanding the above, in the event **Tenant** cannot reasonably operate its business in the Premises, and **Tenant** in fact ceases to conduct its business in the Premises, for a period of more than ten (10) consecutive business days as a result of **Landlord's** exercise of any of its rights pursuant to this Lease, other than as a result of a Default by **Tenant**, then **Tenant's** obligation to pay Rent shall abate from and after the start of such interference until the date on which **Tenant** can reasonably operate its business in the Premises.

16. **Damage by Fire or Other Casualty.**

a. **Obligation to Repair Casualty Damage.** If the Premises, Property or Building shall be damaged or destroyed by fire or other casualty, **Tenant** shall promptly notify **Landlord**, and **Landlord**, subject to the availability of insurance proceeds and consent thereto by **Landlord's** mortgagee(s) and to the conditions set forth in this Section

16, shall Repair such damaged area, and restore the Premises to substantially the same condition in which they were immediately prior to such damage or destruction. Notwithstanding the foregoing, **Landlord** shall only be obligated to Repair such damage that is covered by **Landlord's** fire and other extended coverage insurance policies, and only to the extent of the proceeds of such insurance are actually received by **Landlord** from any applicable insurer and not subsequently retained by any mortgagee of **Landlord**, plus the deductible under such insurance policy.

b. Notification Procedure for Delayed Repair of Casualty. **Landlord**, within thirty (30) days from the date of fire or other casualty, shall give **Tenant** notice of **Landlord's** estimated time to Repair the Premises and if **Landlord** anticipates, barring unforeseen circumstances and events beyond **Landlord's** control, that the restoration of the Premises will take more than two hundred seventy (270) days from the date of fire or other casualty to complete. In the event **Landlord** anticipates such Repair to take more than 270 days from the date of fire or other casualty to complete, **Tenant** shall have the option to terminate this Lease, effective as of the date of such notice, by giving **Landlord** written notice of its exercise of its option to terminate, which notice shall specify a termination date within ten (10) days of **Landlord's** aforesaid notification to **Tenant**.

c. Notification of Termination. If, in **Landlord's** sole opinion, the insurance proceeds available to **Landlord** will not be adequate to complete such Repair, or if **Landlord's** mortgagee fails to provide consent to the use of such proceeds for restoration, **Landlord** shall have the right to retain all of such insurance proceeds, terminate this Lease, and terminate all the unaccrued obligations of the parties hereto, by sending a written notice of such termination to **Tenant**, the notice to specify a termination date no less than ten (10) days after its transmission.

d. Limitation on Landlord Repair Obligation. **Landlord's** obligation or election to Repair the Premises under this Section shall not include the Repair of the fixtures, furniture or any other property owned, installed, made by, or in the possession of, **Tenant**, or otherwise located within or around the Premises. Such costs shall be the sole obligation of **Tenant**.

e. Rental Insurance. **Landlord** shall, to the extent available under commercially reasonable terms and conditions, maintain a rental loss coverage endorsement or other comparable form of coverage as part of its fire and extended coverage or all-risk insurance policy. To the extent that the Premises are untenable as a result of a casualty, **Tenant** will receive an abatement of its Minimum Annual Rent and Additional Rent to the extent of payments received by **Landlord** from the carrier providing the rental loss coverage.

17. Non-Abatement of Rent. Except as otherwise expressly provided in Section 15 (c) and Section 16(e) and as to condemnation (or conveyance in lieu thereof) in Section 19(a), there shall be no abatement or reduction of the Minimum Annual Rent or Additional Rent for any cause whatsoever, during the Term of this Lease, and **Tenant** shall not be entitled to surrender the Premises prior to the Expiration Date.

18. Indemnification of Landlord.

a. Subject to the provisions contained in Section 7(d) (provided that if **Tenant** elects to self-insure, then **Tenant** shall be deemed to have the insurance required under Section 7(b)(2) hereof), **Tenant** hereby agrees to indemnify **Landlord**, its agents, servants, partners, members, managers, employees, officers, directors, shareholders, affiliates, contractors, customers and visitors and their respective heirs, successors, personal representatives and assigns (the "**Landlord Parties**") against, and save each of them forever harmless from, any and all claims, actions, penalties, fines, damages, liabilities, costs and expenses (including, without limitation, fees of attorneys, investigators and experts) resulting from any loss of life, bodily injury, personal injury or damage to property occurring in or about the Property, or other cost, expense, or requirement imposed on **Landlord Parties** or with respect to the Property arising from: (i) the use or occupancy of the Property by **Tenant**, its employees, agents, contractors, vendors, clients, visitors, invitees, affiliates, licensees and customers; (ii) any failure of **Tenant** in any respect to comply with and perform all of the requirements and provisions within this Lease; (iii) occasioned wholly or in part by any negligent act or omission of **Tenant**, its employees, agents, contractors, vendors, clients, visitors, invitees, affiliates, licensees and customers; (iv) for any obligations imposed for any violation of any Legal Requirements, whether occasioned by **Tenant**, those holding under **Tenant**, or any of **Tenant's** its employees, agents, contractors, vendors, clients, visitors, invitees, affiliates, licensees and customers. In case any claim, action or proceeding covered by Sections 18(a)(i) through (iv) above is brought against any **Landlord Parties**, upon notice from **Landlord** and at **Tenant's** sole cost

and expense, **Tenant** shall resist or defend such claim, action or proceeding or shall cause it to be resisted or defended by an insurer, and **Landlord** shall have the right, at **Landlord's** expense, to participate in such proceedings, and in any settlement proposal. If within thirty (30) days after notice by **Landlord**, provided such notice period does not materially adversely affect **Landlord Parties**, **Tenant** shall fail to diligently resist or defend such claim, action or proceeding or shall fail to cause it to be diligently resisted or defended by an insurer, **Landlord's** participation in such proceedings and in any settlement proposal shall be at **Tenant's** sole cost and expense.

b. Non-liability of Landlord. **Landlord**, its agents, servants, partners, members, managers, employees, officers, directors, shareholders, affiliates, contractors, customers and visitors, shall not be liable for any loss, damage, injury or other casualty of whatsoever kind and nature or by whomsoever caused, to the person or property of anyone (including **Tenant**) in, on or off the Premises or Property arising out of or resulting from **Tenant's** use, possession or operation thereof, or from the installation existence, use, maintenance, condition, repair, alteration or removal of any equipment thereon.

19. **Condemnation.**

a. Termination. If (i) all of the Premises are taken by condemnation, or (ii) any part of the Premises is taken by condemnation and the remainder thereof is, in **Tenant's** reasonable judgment, insufficient for the reasonable operation therein of **Tenant's** business and **Landlord** does not have adjacent space available for **Tenant**, or (iii) any of the Property is taken by condemnation and, in **Landlord's** sole opinion, it would be impractical to operate the remainder thereof, then, in any such event, this Lease shall terminate and all obligations hereunder shall cease as of the date upon which possession is taken by the condemnor. If there is a condemnation, but this Lease has not been terminated pursuant to this Section 19(a), the obligations of **Landlord** and **Tenant** under this Lease shall be unaffected by such condemnation, except that the Rent shall abate, as of the date upon which the condemnor takes possession, in the proportion that the square footage of floor area, if any, of the Premises taken by such condemnation bears to the entire floor area of the Premises.

b. Award. In the event of a condemnation affecting **Tenant**, **Tenant** shall have the right to make a separate claim against the condemnor for **Tenant's** personal property, removal expense, business dislocation damages and moving expenses, provided and to the extent, however, that such claims or payments do not reduce the sums otherwise payable by the condemnor with respect to the Property as a whole. Except as aforesaid, **Tenant** shall not be entitled to claim or receive any part of any award or compensation which may be awarded with respect to the Property as a whole as a result of such condemnation or taking or to claim or receive any damages from **Landlord**, whether the same be for the value of the unexpired lease or otherwise. To this end, **Tenant** hereby waives all claims against **Landlord** and against the condemnor, and **Tenant** hereby assigns to **Landlord** all claims against the condemnor, including, without limitation, all claims for leasehold damages and diminution in value of **Tenant's** leasehold interest.

c. Conveyance in Lieu of Condemnation. The provision of this Section 19 shall also apply to any good faith conveyance made under threat of condemnation by a person with condemnation power. Under such circumstances, the term "condemnor" shall mean the public entity threatening the condemnation.

20. **Quiet Enjoyment.** If and so long as **Tenant** pays the Minimum Annual Rent and Additional Rent and observes and keeps all covenants, agreements and conditions of this Lease on its part to be kept, **Tenant** shall quietly have and enjoy the Premises during the Term of this Lease, without hindrance or molestation by anyone claiming by or through **Landlord**, subject, however, to the exceptions, reservations and conditions of this Lease.

21. **Assignment and Subletting.** **Tenant** shall not assign, mortgage, pledge, encumber or otherwise transfer this Lease, or sublet the whole or any part of the Premises, without the prior written consent of **Landlord**, which may not be unreasonably withheld provided **Tenant** complies in strict accordance with the terms and conditions of this Lease and provided **Tenant** is not in default beyond applicable cure periods; and further provided, that **Landlord** may withhold consent in its sole discretion to any subletting of less than all of the Premises unless **Tenant** agrees to restore the Premises, at the expiration or sooner termination of this Lease, to its condition prior to the sublease and provides **Landlord** with a reasonable additional security deposit in an amount acceptable to **Landlord**. The prohibition against assigning or subletting provided for herein shall be construed to include a prohibition against any assignment or subletting by operation of law, and shall be deemed to preclude any transfer, directly or indirectly, either by way of a

single transaction or cumulatively through a series of transactions, of a direct or indirect controlling interest of stock in **Tenant** or direct or indirect control of the Board of Directors, if **Tenant** is a corporation, or any direct or indirect change or transfer of a controlling ownership interest or voting control, if **Tenant** is a partnership or limited liability company or other form of legal entity. In the event of any assignment of this Lease or sublet of the Premises, following the written consent of **Landlord** or otherwise, **Tenant** nevertheless shall remain primarily liable for the performance of all of the terms, conditions and covenants of this Lease. Notwithstanding the foregoing, **Landlord's** withholding consent to any assignment of this Lease or subletting of the Premises shall be deemed reasonable unless such assignment or subletting also meets the following terms and conditions:

a. **Tenant** shall have provided **Landlord** for **Landlord's** approval at least thirty (30) days prior to any proposed assignment or sublease, written notice of such proposed assignment or sublease, containing: (1) the name and address of the proposed assignee or sublessee; (2) adequate information as to its reputation and financial condition; (3) information regarding the use of the Premises by the assignee or subtenant so that **Landlord** can confirm that such use is consistent with this Lease in all respects, which shall be limited to food warehousing and commercial kitchen use, will not interfere with other tenants of the Property through noise or otherwise, shall not be in violation of any zoning or other restrictions on use, shall not compete with any other tenant in the building and will not produce any Contaminant as defined in Section 28 herein, and (4) a copy of the proposed assignment or sublease. No assignment or sublease shall become effective unless and until **Landlord** shall have reviewed and approved the information set forth in such notice, which approval shall not be unreasonably withheld.

b. **Tenant** shall pay to **Landlord** seventy-five percent (75%) of the sum equal to any rent or other consideration payable to **Tenant** by any assignee or sublessee that is in excess of the Rent, and any other profit or gain realized by **Tenant** from any assignment or subletting, excluding any value reasonably attributable to **Tenant's** trade fixtures or improvements completed by **Tenant** at **Tenant's** expense that remain **Tenant's** property at the expiration of the Lease in accordance with the terms herein. Nothing contained herein shall reduce the amount payable to **Landlord** to a sum less than that which **Landlord** would otherwise have received if the Lease had not been assigned or the Premises had not been subleased. All sums payable hereunder by **Tenant** shall be paid to **Landlord** as Additional Rent immediately upon receipt thereof by **Tenant**.

c. The proposed assignee or sublessee or any affiliate shall not then be a tenant of any space in the Building. .

d. The proposed assignee or sublessee or any affiliate thereof shall not be a person or entity that has within the prior 6 months negotiated or is negotiating with **Landlord** for the rental of any space in the Building, but only if **Landlord** then has any available space in the Building that could satisfy such person's or entity's space needs.

e. The proposed assignee or sublessee shall not be entitled, directly or indirectly, to diplomatic or sovereign immunity and shall be subject to the service of process in, and the jurisdiction of the courts of the State of Connecticut unless otherwise agreed to in writing by the **Landlord**.

f. **Tenant** has not publically advertised the Premises for rental rates for any such assignment or subletting at rates less than market rent.

g. **Tenant** shall not have offered the Premises to any assignee or sublessee for consideration that is less Rent than is being currently asked by **Landlord** for other space in the Building, pro-rated to account for any difference in square footage.

h. The proposed assignee or sublessee shall have demonstrated to **Landlord's** satisfaction in **Landlord's** reasonable discretion their financial stability and the proposed assignee or sublessee and their principles shall have demonstrated to **Landlord's** satisfaction their good business reputation.

i. Each assignment or subletting shall be by an instrument in writing in a form reasonably satisfactory to **Landlord** and shall be executed by the assignee or sublessee in each instance. Each assignee or sublessee shall agree in writing to assume and be bound by and to perform the terms, covenants and conditions of this Lease (to the extent applicable, with respect to a sublease) to be performed by **Tenant** including the payment of all amounts due or

to become due under this Lease directly to **Landlord**, including an identical provision as set forth in this Section 21 against any further direct or indirect assignment of this Lease, or sublease of the premises, including any transfer of a direct or indirect controlling interest in the stock or direct or indirect of the Board of Directors if **Tenant** is a corporation or directly or indirectly change or transfer ownership interests or voting control, if **Tenant** is a partnership or limited liability company or other form of legal entity, without **Landlord's** prior written consent, which shall not be unreasonably withheld. No such assignment or subletting shall relieve **Tenant** of any obligations under this Lease and **Tenant** shall remain primarily liable. **Tenant** shall reimburse **Landlord** for **Landlord's** reasonable attorneys' fees and consultants' fees incurred in conjunction with negotiation, processing and the documentation of any such transaction. In no event shall such sum be less than \$500.00 or greater than \$1000.00.

In determining whether or not to consent to an assignment or subletting, it is hereby deemed reasonable for **Landlord** to take into account all relevant facts and matters surrounding the proposed assignment or sublease, including, without limitation:

1. the business reputation of the proposed assignee or subtenant, and its officers, directors and shareholders in the case of a corporation, and its partners, members and managers in the case of a partnership or limited liability company;
2. the nature of the business and use of the Premises by the proposed assignee or sublessee and any matters that could negatively impact the Premises, the Property or any other tenants of the Building, including but not limited to whether the proposed use would interfere with other tenants of the Building through noise or otherwise;
3. the financial condition and operating performance of the proposed assignee or sublessee, and its guarantors, if any; and,
4. whether the proposed transferee's projected use of the Premises involves the use, storage, generation, or disposal of any Contaminants as defined in Section 28 of this Lease.

Notwithstanding anything contained herein to the contrary, **Tenant** may assign or sub-let this Lease to an entity that is and which shall remain majority owned and controlled by **Tenant** ("Affiliate") without the consent of **Landlord** so long as the following conditions are met: (a) at least ten (10) days before any such assignment or sublease, **Landlord** receives written notice of such assignment or sublease; (b) if the transfer is an assignment or any other transfer to an Affiliate other than a sublease, the intended assignee assumes in writing all of **Tenant's** obligations under this Lease relating to the Premises in a form reasonably satisfactory to **Landlord** or, if the transfer is a sublease, the intended subtenant accepts the sublease in a form reasonably satisfactory to **Landlord**; (c) the Premises shall continue to be operated as a use permitted under the Lease; and (d) **Tenant** shall remain primarily liable under this Lease.

22. **Subordination, Attornment and Non-Disturbance.**

a. **Subordination and Attornment.** This Lease is, and **Tenant's** rights hereunder are and shall be, subject and subordinate at all times in lien and priority to any mortgage or other encumbrance now or hereafter placed upon or affecting the Property or the Premises, and to all renewals, modifications, consolidations and extensions thereof, without the necessity of any further instrument or act on the part of **Tenant**. This subordination provision shall be self-operative and no further instrument shall be necessary to effectuate the subordination herein. In addition, if required by **Landlord**, **Tenant** shall execute and deliver upon demand any further instrument or instruments confirming the subordination of this Lease to such mortgagee or other encumbrancer, and any further instrument or instruments of attornment that may be desired by any such mortgagee or **Landlord**. Notwithstanding the foregoing, any mortgagee or encumbrancer may at any time subordinate its interest to this Lease, without **Tenant's** consent, by giving notice in writing to **Tenant**, and thereupon this Lease shall be deemed prior to such mortgage or encumbrance without regard to their respective dates of execution and delivery, and in that event such mortgagee or encumbrancer shall have the same rights with respect to this Lease as though this Lease had been executed prior to the execution and delivery of the mortgage or encumbrance and had been assigned to such mortgagee or encumbrancer.

b. Attornment. 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, (b) bound by any payment of rent, additional rent or other charge made more than ten (10) days in advance of the due date thereof, or (c) bound by any assignment, surrender, termination, cancellation, amendment or modification of this Lease made without the express written consent of such mortgagee or purchaser.

c. Non-Disturbance Agreement. Landlord shall use reasonable efforts to obtain from any existing or future mortgagee a non-disturbance agreement on commercially reasonable terms and conditions at Tenant's sole cost and expense. Landlord's inability to obtain such non-disturbance agreement for any reason shall not be deemed a default under this Lease or a condition of Tenant's obligations under this Lease.

23. Memorandum of Lease; Tenant's Certificate.

a. Memorandum of Lease. At any time during the Term of this Lease, Landlord and Tenant, shall execute, acknowledge and deliver, within thirty (30) days after written request from the other party, a short form of memorandum of this Lease that complies with the provisions of Section 47-19 of the Connecticut General Statutes for recording purposes, which Landlord or Tenant may record at any time in its sole discretion. Tenant shall have no right to record this Lease.

b. Estoppel Certificate. At any time and from time to time, Tenant and/or Landlord, upon twenty (20) days written request from the other party, shall execute, acknowledge and deliver to the requesting party, a written certificate addressed to Landlord or Tenant, or to Landlord's mortgagee, prospective mortgagee or purchaser, or other designate, as appropriate, which shall certify in writing as to whether this Lease is then in full force and effect, the amount of any Minimum Annual Rent and/or Additional Rent, the amounts of each then due and unpaid, the date to which the Minimal Annual Rent and Additional Rent has been paid, and whether there have been and/or whether there are any uncured defaults by Landlord or Tenant under this Lease to the satisfaction of Tenant or Landlord as the case may be and whether there has been any defaults by Landlord or Tenant under this Lease that have been cured as outlined herein, and such other reasonable factual matters as shall be requested. If requested by Landlord, such certificate shall be in recordable form. Such certificate or certificates requested by Landlord shall be addressed to Landlord, or to Landlord's mortgagee, prospective mortgagee or purchaser, or other designate, as appropriate.

c. Landlord Waiver and Consent Agreements. In the event Tenant requests that Landlord execute a Landlord Waiver and Consent Agreement or some other similar agreement stating that Landlord waives any rights to any personal property, machinery or equipment within the Premises, Landlord will be able to utilize its form of Landlord Waiver and Consent Agreement. If any changes are requested to this form of agreement, Tenant shall cover all of Landlord's legal and other reasonable expenses associated with the negotiation and amendment of such an agreement.

24. Curing Tenant's Defaults. If Tenant fails to perform any covenant or observe any condition to be performed or observed by Tenant hereunder or acts in violation of any covenant or condition hereof, and such failure or violation is not cured following notice and the expiration of any applicable cure periods (except in an emergency or a situation where inaction will cause damage to property) Landlord (without any obligation to do so, and in addition to any other rights it may have in law or equity) may, on behalf of Tenant, perform such covenant and/or take such steps as may be necessary or appropriate to meet the requirements of any such covenant or condition, provided that Landlord shall have given Tenant ten (10) days prior written notice (except in the case of emergency, in which case Landlord shall have the right to proceed immediately) to Tenant and if Tenant has failed to cure, or if said default complained of is of a nature that the same cannot be completely cured or remedied within said ten (10) day period, and Tenant has not thereafter diligently and in good faith proceeded and continued diligently to remedy or cure such default. Tenant shall reimburse Landlord upon demand for any sums paid or costs incurred by Landlord in taking the steps referred to in this Section, including but not limited to, reasonable attorneys' and consultants' fees, and interest thereon from the respective dates of Landlord making the payments and incurring such costs, which sums and costs, together with interest thereon at the default rate specified in Section 26(i) hereof, shall be deemed Additional Rent payable within ten (10) days of being billed therefor. Landlord's proceeding under the rights reserved to Landlord

under this Section shall not in any way prejudice any rights **Landlord** might otherwise have against **Tenant** by reason of the default, and whether or not **Tenant** shall be in default hereunder shall be determined as if **Landlord** had not so proceeded.

25. **Surrender.**

a. **Surrender of Premises.** Subject to the terms of Sections 13(b) and 16 hereof, at the Expiration Date, notice to quit, or earlier termination of this Lease, **Tenant** shall promptly leave, surrender and yield up unto **Landlord** the Premises, clean and neat, and in the same condition, order and repair in which the Premises was in as of the Commencement Date and as required to be kept throughout the Term hereof, ordinary wear and tear excepted. Except fixtures, furniture and equipment installed by **Tenant** as part of the commercial kitchen, as well as any coolers and freezers installed to warehouse food products, both of which shall remain the property of the **Tenant**, the Premises shall be surrendered along with all improvements, alterations and additions thereto, and all fixtures and equipment servicing the Property, unless **Landlord** has requested **Tenant** to remove any of such improvements, alterations, additions, fixtures, and service equipment, in which case the last sentence of Section 13(b) shall apply. All property not removed by **Tenant** shall be deemed abandoned by **Tenant**.

b. **Holdover.** Upon the failure of **Tenant** to yield up immediate possession to **Landlord** as set forth in Section 25(a) on the Expiration Date, notice to quit, or earlier termination of the Lease, **Tenant** shall occupy the Premises as a daily tenant at will and will pay for the time such possession is withheld, a per diem rental equal to two times the then applicable Minimum Annual Rent and Additional Rent required to be paid under this Lease. In addition, **Tenant** shall be liable to **Landlord** for all damages, including consequential damages that **Landlord** incurs as a result of any holdover by **Tenant**. The provisions of this Section shall not be held as a waiver by **Landlord** of any right to re-entry as hereinafter set forth, nor shall the receipt of said per diem rental or any part thereof, or any other act in apparent affirmance of tenancy, operate as a waiver of **Landlord's** right to exercise any remedies otherwise available to **Landlord** hereunder.

26. **Defaults - Remedies.**

a. **Defaults.** It shall be an event of default:

i. **Non-Payment of Rent.** If **Tenant** does not pay in full, without demand, any and all installments of Minimum Annual Rent or Additional Rent or any other sums due under this Lease on or before ten (10) days after the due date, provided that twice during any consecutive twelve (12) month period **Landlord** shall be required to give **Tenant** written notice that a payment of Rent was not made when it was due, and **Tenant** shall have ten (10) days from receipt of such notice in which to make the payment;

ii. **Violation of Other Covenants.** If **Tenant** violates, fails to perform, or otherwise breaches any other agreement, term, covenant or condition contained in this Lease and such violation, failure or breach continues for more than thirty (30) days after receipt of written notice thereof from **Landlord**, unless the default cannot reasonably be cured within thirty (30) days, in which case **Tenant** shall have such additional time as is reasonably necessary to effectuate the cure, provided that **Tenant** commences the cure promptly upon receipt of such notice of default and thereafter continuously and diligently in good faith prosecutes the cure to completion but in no event longer than 60 days; notwithstanding the foregoing, if the default creates a dangerous condition to person, property or any other tenant, or if the passage of time increases the potential liability or risk to **Landlord** or any other tenant, **Tenant** must take immediate steps to cure such default;

iii. **Abandonment of Premises.** If **Tenant** abandons the Premises, or removes **Tenant's** goods or property therefrom other than in the ordinary course of business or leaves the Premises unattended and unsupervised for a period exceeding 14 days, without having first provided prior written notice and having first paid to **Landlord** in full all Minimum Annual Rent and Additional Rent that have become due or will thereafter become due for the entire balance of the Term of the Lease;

iv. **Insolvency.** If **Tenant** becomes insolvent or bankrupt in any sense or makes an assignment for the benefit of creditors, or offers a compromise or settlement to creditors, or if a petition in bankruptcy or for

reorganization or for an arrangement with creditors under any federal or state law is filed by or against **Tenant**, or a bill in equity or other proceeding for the appointment of a receiver, trustee, liquidator, custodian, conservator or similar official for any of **Tenant's** assets is commenced, or if any of the real or personal property of **Tenant** shall be levied upon by any sheriff, marshal or constable, provided, however, that any proceeding brought by anyone other than the parties to this Lease under any bankruptcy, reorganization arrangement, insolvency, readjustment, receivership or similar law shall not constitute a default until such proceeding, decree, judgment or other action has continued unstayed for more than sixty (60) consecutive days;

v. Guarantor Default. If any of the events enumerated in Paragraph 26(a)(iv) shall happen to or are applicable to any Guarantor of this Lease.

b. Remedies. Upon the occurrence of an event of default, **Landlord** shall have the following rights and remedies, which **Landlord** may exercise cumulatively, or in the alternative:

i. Recovery of Premises. To serve a written notice upon **Tenant** that **Landlord** directs **Tenant** to quit possession upon the date set forth in the notice and, unless **Tenant** peaceably surrenders the Premises at the end of such period, **Landlord** may enter or re-enter the Premises, and possess or re-possess the Premises by force, summary process, ejectment or otherwise, it being understood that no demand for Rent and no re-entry for condition broken, as may be necessary to enable **Landlord** to recover possession pursuant to any Legal Requirements now or hereafter existing relating to summary process, ejectment or other action for possession of the Premises, the right to the same being hereby waived by **Tenant**. **Landlord** shall not be liable for any manner of trespass and/or be liable to indictment, prosecution or charges therefore by reason of such re-entry, or by removing **Tenant** and all other persons or property from the Premises. No re-entry by **Landlord** shall be deemed to be an acceptance of a surrender of this Lease;

ii. Reletting of Premises. Upon recovering possession of the Premises, **Landlord** may, at **Landlord's** option, make such alterations and Repairs as may be necessary in order to relet the Premises, and may relet the Premises or any part or parts thereof under then market conditions, in **Landlord's** name, but as agent for **Tenant** if **Landlord** has elected not to terminate this Lease, or if **Landlord** has terminated this Lease, on **Landlord's** own behalf, for a term or terms which may, at **Landlord's** option, be less than or exceed the period that would otherwise have constituted the balance of the Term of this Lease and at such rent or rents and upon such other terms and conditions as **Landlord** may decide in its sole discretion;

iii. Recovery of Damages. To recover from **Tenant**, and **Tenant** shall immediately pay **Landlord**, the following:

(A) Costs of Recovery. An amount equal to all costs and expenses, including reasonable attorneys' fees, incurred by **Landlord** in recovering possession of, and clearing the Premises, and collecting any sums due under this Lease, along with all reasonable costs and charges for the care and security of the Premises while vacant, which expenses shall be due and payable by **Tenant** to **Landlord** at such time or times as such expenses shall be incurred by **Landlord**; and

(B) Collection of Rent for Term. An amount equal to the Minimum Annual Rent and Additional Rent reserved under this Lease, less the Net Rent as defined below, if any, collected by **Landlord** on reletting the Premises, which shall be due and payable by **Tenant** to **Landlord** on the several days on which the Minimum Annual Rent and Additional Rent reserved in this Lease are due and payable; that is to say, upon the first day of each month for the balance of the Term, **Tenant** shall pay to **Landlord** the amount of deficiency then existing. The term "Net Rent" shall mean the gross rent received by **Landlord** on any reletting of the Premises, less all expenses incurred by **Landlord** in connection with the reletting of the Premises, or any part thereof, including brokerage commissions, reasonable costs of Repair and remodeling of the Premises, and all costs and expenses incurred by **Landlord**, associated with the Premises or the Property, that would be Additional Rent under the provisions of the Lease if paid by **Tenant**, it being the intent of this Section that **Tenant** pay the difference between the Rent reserved hereunder, and any sums received on a reletting, both on an absolute net basis to **Landlord**.

iv. Right to Terminate Lease. To terminate this Lease and the tenancy hereby created, without any right on the part of **Tenant** to cause the termination and forfeiture to be waived or otherwise voided by payment of any sum due or by performance of any other condition, term or covenant broken.

v. All Other Rights and Remedies. To exercise any other right or remedy available to **Landlord** at law or in equity, including, without limitation, the right of set-off against any security deposit hereunder, to seek a Prejudgment Remedy, as described in Section 26(c) below, to impose late charges as described in Section 26(i), and to have the procedural rights set forth in this Section 26.

vi. Termination of Utility or Other Service. To forthwith terminate the supply of any and all utilities or other services to the Premises and/or **Tenant**, including but not limited to heating, cooling, electricity, gas, water, hot water, sewage, maintenance or any other service provided **Tenant** by **Landlord** under this Lease unless said services have been fully paid to date by **Tenant**.

c. Prejudgment Remedy. To induce **Landlord** to enter into this Lease, **Tenant** hereby agrees that this is a commercial transaction and not a consumer transaction, and waives any right to notice and a hearing under Chapter 903a of the Connecticut General Statutes, as amended, or other statute or statutes affecting prejudgment remedies and authorizes **Landlord's** attorney to issue a writ for a prejudgment remedy without court order (provided the complaint shall set forth a copy of this waiver) and waives any claim in tort, contract or otherwise against **Landlord** or its attorney which may arise out of such issuance of a writ for a prejudgment remedy without court order. **Tenant** acknowledges and stipulates that such waiver and authorization granted above are made knowingly and freely and after full consultation with counsel. Specifically, **Tenant** recognizes and understands that the exercise of **Landlord's** rights described above may result in the attachment of or levy against **Tenant's** property, and such writ for a prejudgment remedy will not have the prior written approval or scrutiny of a court of law or other judicial officer nor will **Tenant** have the right to any notice or prior hearing where **Tenant** might contest such a procedure. The intent of **Tenant** is to grant to **Landlord**, for good and valuable consideration, the right to obtain such a prejudgment remedy. **Landlord's** rights under this Section are in addition to, and not in limitation of, any and all other rights available to **Landlord** at law or in equity for prejudgment remedies.

d. Intentionally Omitted.

e. Waiver of Jury Trial. Landlord and Tenant hereby expressly waive any and all rights they may have to trial by jury of any claim, demand, action, or cause of action (i) arising under this Lease, or any other instrument, document, or agreement executed or delivered in connection herewith, or (ii) in any way connected with or related or incidental to the transactions related thereto or arising thereunder, in each case whether now existing or hereafter arising, and whether sounding in contract or tort, or otherwise. **Landlord** and **Tenant** hereby agrees and consents that any such claim, demand, action, or cause of action shall be decided by court trial without a jury, and **Landlord** and **Tenant** may file an original counterpart or a copy of this Section with any court as written evidence of the consent of each of them to the waiver of its right to trial by jury.

f. Waiver of Consequential Damages. Neither of the parties to this Lease shall be liable for consequential damages arising from any breach of contract, tort, or other wrong relating to the establishment, administration, or enforcement of the obligations relating in any way to this Lease, or **Tenant's** use and occupancy of the Premises, except as set out in this Lease.

g. Non-Waiver. Failure of either party to insist upon strict performance or observance by the other party (or any guarantor) to this agreement or provision contained in this Lease, or forbearance to exercise, in any one or more instances, any option or remedies herein conferred upon the respective parties herein, shall not be construed as a waiver by that party for the future of any such agreement or option, but the same shall remain in full force and effect. No waiver by any party of any provision or any breach or non-compliance by the other party of this Lease shall be deemed to have been made by a course of dealings or otherwise, any such waiver to be effective if and only if expressed in writing and signed by both parties.

h. Rights and Remedies Cumulative. No right or remedy herein conferred upon or reserved to **Landlord** is intended to be exclusive of any other right or remedy provided herein or otherwise available to **Landlord**

at law or in equity, but each shall be cumulative and in addition to every other right or remedy given herein to **Landlord** or now or hereafter existing at law or in equity.

i. Late Charge/Default Rate. **Tenant** hereby acknowledges that late payment by **Tenant** to **Landlord** of Minimum Annual Rent, Additional Rent and other sums due hereunder will cause **Landlord** to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Accordingly, if any installments of Minimum Annual Rent, Additional Rent or any other sum due from **Tenant** shall not be received by **Landlord** within ten (10) days after such amount shall be due, then, without any requirement for notice to **Tenant**, and without affecting the existence of an event of default and **Landlord's** rights with respect thereto **Tenant** shall pay to **Landlord** a late charge equal to five (5%) percent of the amount due and unpaid. The parties hereby agree that such late charge represents a fair and reasonable estimate of costs which **Landlord** will incur by reason of late payment by **Tenant**. The incurrence of or payment of a late charge shall not cure any event of default hereunder, absent a written waiver by **Landlord**.

27. Environmental Condition of Property. **Tenant** has knowledge of certain "Contaminants" (as such term is defined in Section 28, below) in, on, at, under, or "Released" (as such term is defined in Section 28, below) from the Property as of the date hereof (the "Preexisting Environmental Conditions"). The Preexisting Environmental Conditions are the subject of a Form III, as defined in the Connecticut Transfer Act, Connecticut General Statutes Section 22a-134 et seq., on file with the State of Connecticut Department of Environmental Protection. **Tenant** acknowledges that it has had full opportunity to perform due diligence concerning the environmental condition of the Property, including the Preexisting Environmental Conditions. **Tenant** acknowledges that **Landlord** has made no representations or warranties concerning the environmental condition of the Property, including the Premises, and that **Tenant** is relying solely upon its own due diligence concerning knowledge of the environmental condition of the Property, including the Preexisting Environmental Conditions. **Tenant** acknowledges that it has had full opportunity to perform such due diligence. **Tenant** further acknowledges and agrees that, without limiting the provisions of Section 28 hereof, (the **Landlord Parties** shall not be liable to **Tenant**, its employees, agents, contractors, vendors, clients, visitors, invitees, affiliates, licensees or customers, and their respective heirs, successors, personal representatives and assigns ("**Tenant Parties**") for any claims or damages relating to the Preexisting Environmental Conditions, except as follows: **Landlord** shall indemnify **Tenant** and hold **Tenant** harmless from any and all third party claims or damages including reasonable third party costs and expenses, attorney's fees, and professional expert fees incurred by **Tenant** as a result of the State of Connecticut Department of Environmental Protection or any such other State of Connecticut or Federal agency or body of competent jurisdiction bringing a legal action, investigation or proceeding, whether formal or informal, against **Tenant** or the Property for environmental remediation of the Preexisting Environmental Conditions or placing an environmental lien on the Premises for environmental remediation of the Preexisting Environmental Conditions. **Landlord** shall also indemnify **Tenant** and hold **Tenant** harmless from any and all third party claims or damages including reasonable third party costs and expenses, attorney's fees, and professional expert fees incurred by **Tenant** with respect to any persons other than **Tenant Parties** arising out of the Preexisting Environmental Conditions. If any **Tenant Parties** bring onto the Premises or produces any Contaminants, in addition to any other rights **Landlord** has under this Lease in connection with such action, **Landlord's** indemnity obligation under this Section 27 shall immediately become null and void.

28. Environmental Compliance / Indemnity.

a. Covenant re: Environmental Compliance. Without limiting the general requirement that **Tenant** comply with all applicable Legal Requirements, **Tenant** shall not engage in operations at the Premises and/or Property that involve the generation, manufacture, refining, transportation, treatment, storage, usage, handling or disposal of any Contaminant, as defined below, without the prior written consent of **Landlord**, which may be withheld in **Landlord's** sole discretion. **Tenant** shall operate the Premises and cause it to be operated in compliance with all Environmental Laws.

(i) **Tenant** shall not take any action nor shall **Tenant** allow any omission to occur if such action or omission is reasonably likely to: (i) cause or create a risk of migration of Contaminants at the Premises or the Property; (ii) create or increase a potential hazard to human health or the environment at the Premises or the Property or (iii) introduce or increase the amount of any Contaminants at the Premises or the Property. **Tenant** shall not disclose to any third party or otherwise compromise the confidentiality of any information or documentation it

obtains from any source regarding the investigation, remediation and/or monitoring of the environmental condition of the Premises or the Property, unless compelled to do so by a court or agency having jurisdiction over such matter; provided, however, that **Tenant** shall provide reasonable prior notice to **Landlord** and Gillette and a reasonable opportunity for **Landlord** and Gillette to contest potential disclosure or potential compromise of the confidentiality of any such information. **Tenant** shall allow **Landlord**, Gillette, the Connecticut Department of Environmental Protection and/or any other person directed by any of them to enter the Premises to ensure that **Tenant** is complying with the requirements of this Section 28(a). Without limiting the foregoing, **Tenant** shall allow **Landlord** or Gillette and its agents, consultants, contractors and/or representatives to enter the Premises to perform such monitoring, investigation, abatement, mitigation, remediation and similar such activity related to the environmental condition of the Premises or the Property and/or any Contaminants thereon as they in their sole discretion deem necessary (the "Gillette Environmental Work"). **Tenant** shall not interfere with the performance of the Gillette Environmental Work. **Tenant** shall not take any action or allow any omission to occur that will interfere with the performance of the Gillette Environmental Work, provided that to the extent future environmental remediation work unreasonably interferes with the conduct of **Tenant's** business at the Premises that is contemplated by this Lease, there shall be an equitable abatement of Minimum Annual Rent solely attributed to such portion of the Premises that **Tenant** is unable to utilize for the period of time it is not usable.

(ii) . Reference is made to an agreement entitled "Agreement – Environmental Matters", dated as of September 17, 1999, a copy of which is attached hereto and made a part hereof as Exhibit F (the "Environmental Agreement"). The **Landlord** has succeeded to the rights and obligations of the "Purchaser" (as defined in the Environmental Agreement). The **Tenant** shall be bound by all of the terms and conditions in the Environmental Agreement that affect the **Landlord**, the Property, the Premises, any lease or use thereof, or the **Tenant**.

(iii) Any violation of any term or condition of this Section 28(a) shall allow **Landlord** at its sole option to immediately: (a) terminate this Lease, (b) obtain injunctive relief to compel **Tenant** to strictly comply with the terms and conditions of this Paragraph 28(a) and/or (3) obtain such other relief that **Landlord**, in its sole discretion, deems appropriate.

b. Definitions. As used in this Section 28, the term "Contaminant" shall mean any pollutant, hazardous, corrosive, caustic, reactive, or toxic, gaseous, liquid or solid substance or waste including (without limiting the generality of the foregoing) any of the following: oil or petroleum products; asbestos, asbestos containing materials, urea formaldehyde foam insulation; transformers or other equipment containing dielectric fluid containing polychlorinated biphenyls, flammables, explosives, radioactive materials, laboratory wastes, biohazardous wastes; chemicals, elements and compounds (including materials, substances or things composed of, or which have contents of, any of the foregoing) to the extent any of the foregoing are now or may be subject to regulations or guidelines under, or the generation, use, storage, transportation, management, handling or release of which or exposure to which is prohibited, limited or regulated, by any Environmental Law. The term "Environmental Law" shall mean any and all Legal Requirements pertaining to protection of the environment, safety, or to the use, storage or transportation of any Contaminant including (without limiting the generality of the foregoing) the Comprehensive Environmental Response, Compensation and Liability Act, as amended, (CERCLA), 42 USC §9601 et seq.; the Resource Conservation and Recovery Act, as amended, (RCRA), 42 USC §6901 et seq.; the Clean Air Act, as amended, 42 USC §7401 et seq.; the Federal Water Pollution Control Act, as amended (including but not limited to as amended by the Clean Water Act), 33 USC §1251 et seq.; The Toxic Substances Control Act, as amended (TSCA), 15 USC §2601 et seq.; the Emergency Planning and Community Right-to-Know Act (also known as SARA Title III), as amended, (EPCRA), 42 USC §11001 et seq.; the Safe Drinking Water Act, as amended, 42 USC §300(f) et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, as amended (FIFRA), 7 USC §135 et seq.; the Occupational Safety and Health Act, as amended, (OSHA), 29 USC §651 et seq.; the Endangered Species Act, as amended, 16 USC §1531 et seq.; the National Environmental Policy Act, as amended, (NEPA), 42 USC §4321 et seq.; the Rivers and Harbors Act of 1899 33 USC §401 et seq.; Title 22(a) of the Connecticut General Statutes, and all state and local Legal Requirements, similar to or addressing similar matters as the foregoing federal Legal Requirements, whether or not more restrictive than the federal Legal Requirements; Legal Requirements governing underground and above-ground storage tanks; Legal Requirements imposing liens for response costs or costs of remediation, whether or not those liens have a higher priority than existing liens; Legal Requirements regulating closure of use and storage areas, or

conditioning transfer of property interests, including leased premises, upon a form of negative declaration or other approval of a governmental or regulatory authority of the environmental condition of a property; Legal Requirements requiring disclosure of conditions relating to Contaminants in connection with transfer of title to or interest in property law; Legal Requirements requiring notifying of any government entity with regard to a "Release" (as defined below in this Section 28) of any Contaminant; conditions or requirements imposed in connection with any permits; Legal Requirements pursuant to any of the foregoing; all Legal Requirements and existing or proposed guidelines, under any of the foregoing relating to the Release, use, treatment, storage, disposal, transportation, transfer, generation, processing, production, refining, control, management, handling, or remediation of Contaminants; any and all Legal Requirements, guidance, guidelines, proposed or adopted, and common law of any governmental or regulatory entity relating to the protection of human health or the environment from Contaminants. The term "Release", as used herein, shall mean any spilling, leaking, migrating, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the Property, the Premises or the environment of any Contaminant. If any Environmental Law is amended to broaden the meaning of any term defined thereby, such broader meaning shall apply subsequent to the effective date of such amendment.

In the event of any environmental condition, problem or issue relating to the Property or the Premises, and covered by the indemnification in Subsection (c) of this Section 28, **Tenant** shall give immediate notice to **Landlord** and **Landlord** or any party designated by **Landlord** shall be the only authorized party to control the response, remediation plan and actual remediation including any conversations, correspondence, and negotiations with any governmental or regulatory authority, unless **Landlord** permits or directs, in writing, **Tenant** to complete the response and remediation directly, or unless **Tenant** is compelled to respond or converse by a court or agency having jurisdiction over such matters; provided, however that **Tenant** shall provide **Landlord** with reasonable prior notice and reasonable opportunity to object to such compelling to respond or conversing.

c. Indemnity to Landlord. Without in any way limiting the obligations of **Tenant** to indemnify and hold harmless **Landlord Parties** and neighboring property owners, and their respective heirs, successors, personal representatives, and assigns, pursuant to any other provision of this Lease, and without in any way limiting **Tenant's** other obligations under this Lease, **Tenant** agrees to indemnify and hold **Landlord Parties** harmless from and against all damages, fines, charges, penalties, fees, costs (including but not limited to legal fees, response costs such as clean-up, removal or mitigation), losses, liabilities, damages, diminutions in value, costs and expenses, causes of action, suits, claims, demands, and judgments of any nature suffered or incurred by **Landlord Parties** or neighboring property owners, and their respective heirs, successors, personal representatives, and assigns, and arising out of or in connection with:

i. the presence of, or any release on the Property or Premises of, any Contaminant caused by or arising as a result of **Tenant's** use of the Property or Premises; or in any way caused by or arising from **Tenant**, its employees, agents, contractors, vendors, clients, visitors, invitees, affiliates, licensees or customers or any violation of any Environmental Law;

ii. the application, or any claim of application, or any Environmental Law to the Property or the Premises or the operation thereof caused by or arising as a result of **Tenant's** use of the Property or the Premises, or in any way caused by or arising from **Tenant**, its employees, agents, contractors, vendors, clients, visitors, invitees, affiliates, licensees or customers;

iii. any failure by **Tenant** to comply with the terms of any Legal Requirements or action of the Connecticut Department of Environmental Protection or any other federal, state, or municipal governmental or regulatory authority under any Environmental Law that is issued or taken against or entered into by **Tenant**;

iv. any losses incurred by **Landlord** as a result of a lien or remediation order in favor of the Commissioner of Environmental Protection or any other person against the Property or the Premises caused by or arising as a result of **Tenant's** use of the Property or the Premises, or in any way caused by or arising from **Tenant**, its employees, agents, contractors, vendors, clients, visitors, invitees, affiliates, licensees or customers. Except as provided in Section 27, neither **Landlord** nor **Tenant** shall be responsible for any claims of damages with respect to any Preexisting Environmental Condition.

d. Non-liability. Except for **Landlord's** indemnity obligations pursuant to Section 27 and except for **Tenant's** indemnity obligations pursuant to this Section 28 or pursuant to any other provision of this Lease including without limitation Section 18, neither party shall be liable to the other party for any damages, fines, charges, penalties, fees, costs (including but not limited to legal fees, response costs such as clean-up, removal or mitigation), losses, liabilities, damages, diminutions in value, costs and expenses, causes of action, suits, claims, demands, and judgments of any nature suffered or incurred by the other party, its partners, its affiliates, agents, employees, customers, contractors, officers, visitors, neighboring property owners, and their respective heirs, successors, personal representatives, and assigns, arising out of or in connection with:

i. the presence of, or any release on the Premises or Property of, any Contaminant caused by or arising as a result of another person's use of the Premises or Property, or in any way caused by or arising from another person or any violation of any Environmental Law by another person;

ii. the application, or any claim of application, of any Environmental Law to the Premises or Property or the operation thereof caused by or arising as a result of another person's use of the Premises or Property, or in any way caused by or arising from another person;

iii. any failure by another person to comply with the terms of any order, consent agreement, or action of the Connecticut Department of Environmental Protection or any other federal, state, or municipal governmental authority under any Environmental Law that is issued or taken against or entered into by another person;

iv. a lien or remediation order in favor of the Commissioner of Environmental Protection or any other person against the Premises or Property caused by or arising as a result of another person's use of the Premises or Property, or in any way caused by or arising from another person.

For purposes of this Section 28(d), the term, "another person" includes, without limitation, any past, present or future operator, tenant, occupant or user of the Premises or Property, other than **Tenant** or **Landlord** and their respective employees, agents, contractors, vendors, clients, visitors, invitees, affiliates, licensees or customers and any past or future owner of the Premises or Property other than **Landlord**.

29. Interpretation.

a. Captions. The captions in this Lease are for convenience only and are not a part of this Lease, and do not in any way define, limit, describe or amplify the terms and provisions of this Lease or the scope or intent thereof.

b. Entire Agreement. This Lease represents the entire agreement between the parties hereto and there are no collateral or oral agreements or understandings between **Landlord** and **Tenant** with respect to the Premises or the Property. No rights, easements or licenses are acquired in the Property or any land adjacent to the Property by **Tenant** by implication or otherwise except as expressly set forth in the provisions of this Lease. This Lease shall not be modified in any manner except by an instrument in writing executed by the parties.

c. Exhibits. Each writing or plan referred to herein as being attached hereto as an Exhibit or otherwise designated herein as an Exhibit hereto is hereby made a part hereof.

d. Interest. Whenever interest is required to be paid hereunder, such interest shall be capped at the highest rate permitted under law.

e. Severability. Wherever possible each provision of this Lease shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Lease shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Lease.

f. Time of the Essence. Time shall be of the essence of all obligations under this Lease.

30. **Definitions.**

a. "Landlord". The word "**Landlord**" is used herein to include **Landlord** named above as well as its successors and assigns, each of which shall have the same rights, remedies, powers, authorities and privileges as it would have had it originally signed this Lease as **Landlord**. No entity acting as the original or any successor or assignee **Landlord**, whether or not named herein, shall have any liability hereunder after it ceases to hold title to the Premises, except for obligations that may have accrued prior to such succession or assignment and which are not assumed by such successor and/or assignee. No principal, partner, general partner or limited partner, shareholder, member, manager, trustee, agent, beneficiary, officer, employee or any other affiliated party of **Landlord**, shall have any liability with respect to any of the provisions of this Lease, the Property or the Premises. If **Landlord** is in breach or default with respect to **Landlord's** obligations under this Lease or for any other claims of **Tenant** against **Landlord** or any other affiliated party of **Landlord**, **Tenant** shall look solely to the interest of **Landlord** in the Property for the satisfaction of **Tenant's** claims.

b. "Tenant". The word "**Tenant**" is used herein to include **Tenant** named above, as well as its successors and assigns, each of which shall be under the same obligations, liabilities and disabilities and each of which shall have the same rights, privileges and powers as it would have possessed had it originally signed this Lease as **Tenant**; however, this shall in no way be construed to imply any right of **Tenant** to assign this Lease or sublet the Premises other than in accordance with the provisions of Section 21 of this Lease. In the event more than one person is hereafter named as **Tenant**, or on any approved assignment or subletting, the original **Tenant** and any and all successors, assigns and sublessees shall be bound jointly and severally by the terms, covenants and agreements contained herein. However, no such rights, privileges or powers shall inure to the benefit of any successor, assignee or sublessee of **Tenant** immediate or remote, unless the assignment to such assignee or successor, or sublease to such sublessee has been approved in writing by **Landlord** in accordance with the provisions of Section 21 of this Lease. Any notice required or permitted by the terms of this Lease may be given by or to any one of the persons named above as **Tenant**, and shall have the same force and effect as if given by or to all thereof.

c. "Mortgage" and "Mortgagee". The word "mortgage" is used herein to include any consensual lien or encumbrance on the Premises or the Property or on any part of or interest in or appurtenance to any of the foregoing, including, without limitation, any ground rent or ground lease if **Landlord's** interest is or becomes a leasehold estate. The word "mortgagee" is used herein to include the holder of any mortgage, including any ground lessor if **Landlord's** interest is or becomes a leasehold estate. Wherever any right is given to a mortgagee, that right may be exercised on behalf of such mortgagee by any representative or servicing agent of such mortgagee.

d. "Person". The word "person" is used herein to include a natural person, a partnership, a corporation, an association, a limited liability company, and any other form of business association or entity.

e. "Date of this Lease". The "date of this Lease" shall be the date upon which this Lease has been fully executed by both parties, such date being the date stated at the beginning of this Lease.

f. "Proportionate Share". **Tenant's** "Proportionate Share" of any Real Estate Taxes, cost, charge, rent, expense or payment herein designated as Additional Rent, which is not otherwise allocated solely to **Tenant**, shall be: 21.14%. In the event the rentable square footage of the Building shall be increased or decreased, the Proportionate Share shall be adjusted accordingly.

g. Gender/Number. As used herein, the masculine (or neuter) pronoun, singular, number, shall include the masculine, feminine and neuter genders and the singular and plural number, as the context requires.

h. "Affiliate". As used herein, the term "affiliate" means a person controlling, controlled by or under common control with, another person.

i. Guarantor. Omitted.

31. **Notices.** All notices, demands, requests, consents, certificates and waivers required or permitted hereunder from either party to the other shall be in writing and sent by United States certified mail, postage prepaid, return receipt requested, recognized overnight carrier, or hand delivered, and shall be deemed received two days after mailing, upon receipt if by overnight carrier and on delivery if by hand delivery. Notice to **Tenant** shall be addressed to:

City Of Waterbury
Department of Education
236 Grand Street
Waterbury, CT 06702
Attention: Robert Brenker, Chief Operating Officer

And with a copy to:

City of Waterbury Director of Finance
235 Grand Street, 2nd Floor
Waterbury, CT 06702

or, after the Commencement Date, to the Premises. Notices to **Landlord** shall be addressed to **Landlord** as follows:

562 Connecticut, LLC
P.O. Box 151
225 East Aurora Street
Waterbury, CT 06720-0151
Telephone: (203) 597-0400
Telefax: (203) 753-9617

Attention: Jonathan D. Albert, President
AREV III, Inc., its Manager

and with a copy to any other party designated by **Landlord**. Either party may at any time, in the manner set forth for giving notices to the other, specify a different address to which notices to it shall be sent.

32. **Security Deposit.** At the time of signing this Lease, **Tenant** shall deposit with **Landlord** the sum of Ten Thousand Dollars (\$10,000) to be retained by **Landlord** as cash security for the faithful performance and observance by **Tenant** of the covenants, agreements and conditions of this Lease. Notwithstanding anything to the contrary contained in any law or statute now existing or hereafter passed, (i) **Tenant** shall not be entitled to any interest whatsoever on the cash security, (ii) **Landlord** shall not be obligated to hold the cash security in trust or in a separate account, and (iii) **Landlord** shall have the right to commingle the cash security with its other funds. **Landlord** may use, apply or retain the whole or any part of the security deposit to the extent required for the payment of any Minimum Annual Rent or any Additional Rent as to which **Tenant** is in default or to the extent required for the reimbursement to **Landlord** of any sum which **Landlord** may expend or may be required to expend by reason of **Tenant's** default in respect to any of the covenants, agreements or conditions of this Lease. If any portion of the Security Deposit is so used or applied, **Tenant** shall, within five (5) days after notice thereof, deposit cash with **Landlord** in an amount sufficient to restore the Security Deposit to its original amount, and **Tenant's** failure to do so shall be a breach of this Lease. **Landlord** may, in the event the Security Deposit is depleted and not replenished, at **Landlord's** election, apply any Minimum Rent or Additional Rent prepaid by **Tenant** to restore the Security Deposit. If **Tenant** shall fully and faithfully comply with all of the covenants, agreements and conditions of this Lease, the security deposit shall be returned to **Tenant** after the Expiration Date and within 30 days after the surrender of the Premises to **Landlord** and if the full sum is not returned, with a reasonable accounting of the use of the security deposit. If the Premises are sold to a bona fide purchaser, **Landlord** shall be released from all liability to **Tenant**, including **Landlord's** liability for return of the portion of **Tenant's** security deposit required to be returned to **Tenant** pursuant to the terms hereof, and **Tenant** shall look solely to **Landlord's** successors or assigns for the return thereof.

33. **Limits of Liability of Landlord and Rights of Landlord to Assign.** Notwithstanding anything to the contrary, all of **Landlord's** liability hereunder shall be limited to **Landlord's** interest in the Property of which the

Premises form a part, and no personal liability shall extend to **Landlord**, its agents, servants, partners, members, managers, employees, officers, directors, shareholders, affiliates and contractors or any of them. **Landlord** shall be entitled, without **Tenant's** consent, to convey or dispose of the Property, and, upon such conveyance, **Landlord** shall be entirely free and released of all covenants and obligations of **Landlord**, which shall thereafter be on the successors or assigns of **Landlord**, to the extent of their interest in the Property. Any successor or assign of **Landlord** shall be bound by the terms of this Lease.

34. **Brokerage.** **Tenant** represents and warrants that other than Ed Godin from Godin Property Brokers, Inc., which **Landlord** shall compensate pursuant to the terms of its listing agreement, **Tenant** has not been represented by any broker or other person in any capacity related to this Lease the Property or the Premises and shall indemnify against and hold **Landlord** harmless from any claims related to any broker claim concerning such representation.

35. **Machinery Containment.** **Tenant** shall insure that no oil, petroleum or other liquid products needed for machinery come in contact with the floor of the Building, the Property or the Premises and all machinery using liquids shall have proper containment for such liquids to prevent any spillage onto the floor or Property or the Premises.

36. **Parking Space.** **Tenant**, including but not limited to its visitors, vendors, contractors, and invitees shall have the right to park up to twenty (20) vehicles, on a non-reserved basis, in common with others, in the parking area or areas made available by Landlord at the Property. Landlord reserves the right to designate such parking areas for the Property at any time within its sole discretion. Vehicle parking shall be limited to an area on the Property that shall be determined by Landlord within its sole discretion taking into consideration the needs for access to other areas of the Property by other tenants. At no time shall the vehicles of Tenant, including but not limited to its visitors, vendors, contractors, and invitees, interfere with the loading dock access for any other tenants of the Property.

37. **Due Authorization.** **Landlord** and **Tenant** respectively warrant and represent that they each have full authority to enter into this Lease and shall provide the other party upon execution of this Agreement with a copy of the appropriate resolution or other evidence of authorization reasonably satisfactory to the other party authorizing the execution of this Lease. **Landlord** and **Tenant** represent and warrant to each other that to the best of their knowledge, the making of this Lease and the performance thereof will not violate any agreement of which they respectively are a party to or to which they are bound.

38. **Governing Law.** This Agreement shall be deemed made and entered into in the State of Connecticut and to the greatest extent possible, the parties agree that it shall be governed and construed under and in accordance with the laws of the State of Connecticut, without regard to its principles governing conflicts of law. For all purposes of this Agreement and enforcement of all rights and obligations under this Agreement, **Tenant** consents to the non-exclusive jurisdiction of the Courts of the State of Connecticut and the Courts of the United States of America sitting within the territorial limits of the State of Connecticut. Further, **Tenant** hereby accepts service of process from and for any State of Connecticut Court and representative thereof by having copies of said process delivered in hand to **Tenant's** last place of business in Connecticut and mailed to the address set forth in Section 31 herein or such different address that may have been specified to **Landlord** under Section 31.

39. **Property/Premises:** **Landlord** warrants that it owns the Premises and the other areas of the Property to which **Tenant** has rights under this Lease, in fee simple and has right of access thereto.

40. **Refuse Receptacles.** Any refuse receptacle of **Tenant** stored on the Property shall be situated in a location referred to on Exhibit B or otherwise designated by Landlord and limited to a size and type to be agreed upon by Landlord in its sole discretion. Such refuse receptacle shall be the sole responsibility and cost of **Tenant** and shall be emptied by **Tenant** at its cost and expense on a regular basis in order to avoid overfilling and debris escaping from the containers. **Tenant** shall be responsible to keep all such areas in clean condition and free from any garbage or waste, the tops closed and garbage not visible from the outside of the containers.

The Lease consists of 28 pages numbered from 1 to 28 not including Exhibits A, B, C, D, E, F, G and H identified by **Landlord** and **Tenant** on page 29.

IN WITNESS WHEREOF, and in consideration of the mutual entry into this Lease and for other good and valuable consideration, and intending to be legally bound, each party hereto has caused this agreement to be duly executed under seal as of the date first written above.

LANDLORD

Attest:

By: Jonathan Albert, President
AREV III, Inc., Manager

TENANT

Attest:

By: _____
Duly Authorized

EXHIBIT LIST

Exhibit A

Property and Building Description of Land and Building

Exhibit A-1

Deed – Norman Drubner

Exhibit B

Plan Showing Premises Outlined in Red

Exhibit C

Tenant Improvements by Landlord

Exhibit D

Tenant Signage

Exhibit E

Initial Tenant Fit Out Work by Tenant

Exhibit F

Agreement – Environmental Matters

Exhibit G

Insurance Requirements

Exhibit H

Required City Lease Provisions

Exhibit C

The Landlord will complete the following Tenant Improvements at Landlord's sole cost and expense:

1. Demise the space to code and separate the electrical and gas service so Tenant has their own separate meters or sub-meters for separate billing based on Tenant's actual utility consumption.
2. Construct 2 loading docks with edge of dock levelers to be situated as shown on Exhibit A. The size and location of the docks shall be determined based on Tenant's final layout of its operations and the pre-existing conditions of the building and at Landlord's reasonable discretion.
3. Construct bathrooms to code to accommodate shifts of 7 men and 15 women to be located within the Premises in Landlord's sole discretion.
4. All lights turned over in good working condition. 400 Amps at 480 volts of power, 3 phase, shall be allocated to the Premises.
5. Install a new gas fired air rotation (or comparable) unit to heat the warehouse area. Warehouse area HVAC roof top units to be turned over in their "as-is" condition.
6. Office area HVAC unit shall be turned over in good working condition to both heat and cool the existing office area.
7. All existing life safety to code shall be turned over in good working condition. The Premises will be turned over in compliance with ADA. Future compliance of the Premises shall be the obligation of the Tenant. Any modifications to the sprinkler system due to Tenant's specific use shall be at the cost of the Tenant.
8. The existing office layout after the demising wall is constructed shall be reviewed with Tenant expecting that the majority of the existing rooms and walls shall be able to accommodate Tenant's specific office needs. Landlord will paint and carpet/or install VCT flooring to the existing/final office layout as needed.
9. Landlord shall agree with Tenant on the location for the commercial kitchen and provide access to electric, water and drainage for the kitchen area. All equipment, fixtures, connections and finishes for the kitchen shall be at Tenant's sole cost and expense, including kitchen flooring, wall covering and wall water protection, any and all kitchen equipment and fixtures, electrical, HVAC, plumbing, drainage,

- exhaust and any make up air units, any roof penetrations, fire suppression and/or fire alarms, and any and all connections to the main service access points established by Landlord.
10. Tenant shall be responsible to install its own data and phone in locations that are mutually satisfactory.
 11. The building currently has an alarm but will require additional work to accommodate the needs of Tenant which shall be completed at Tenant's cost and expense.
 12. Landlord and Tenant shall agree on a mutually satisfactory location for Tenant's installation of a generator to be provided and installed at Tenant's expense.

In all other respects, the Premises will be turned over in its "as-is" condition.

Exhibit D

Tenant shall be authorized at its own costs and expense to install its name on the building directory sign situated at the entrance drive to the Property, and (ii) a second sign in the vicinity of its main entrance to the Premises provided that each of the same shall be installed in compliance with applicable Legal Requirements and shall be subject to review and approval by Landlord.

Under no circumstances shall any signs be adhered to any brick or block or metal and any mortar or other surface damage of any kind upon the signs removal shall be repaired by Tenant at Tenants sole cost and expense.

At the conclusion of the Lease or any earlier termination thereof, Tenant shall be responsible to remove any and all of its signage and restore the surfaces to their original condition all at the sole cost and expense of Tenant.

Exhibit E

Tenant's Initial Fit Out Work – at Tenant's sole cost and expense - shall consist of the following:

1. Tenant shall be installing a commercial grade kitchen with walk in cooler and freezers and shall include all necessary equipment and fixtures, including but not limited to electrical, lighting, plumbing, drainage, HVAC, exhaust, fire suppression, and any specific wall and floor surface materials for kitchen use. Any architectural and engineering drawings shall be submitted to Landlord for Landlord's review and approval.
2. Any roof penetrations required for the exhaust work shall be coordinated with Landlord and shall use a roof vendor approved by Landlord.
3. Supply and installation of a power generator the size and location to be pre-approved by Landlord.

In the event any of the work outlined above is not intended to be completed prior to lease commencement, then Tenant shall proceed in accordance with the terms outlined in Section 13(b) related to "Alterations and Improvements".

Exhibit G

Insurance Requirements

- Worker's Compensation Insurance in full compliance with the Workers' Compensation and Occupational Diseases Laws of all authorities having jurisdiction in locations in which Tenant operates and Employer's Liability coverage with limits of not less than \$1,000,000.00 each accident for Bodily Injury by accident, \$1,000,000.00 each accident for Bodily Injury by disease; and \$1,000,000.00 policy limit for Bodily Injury by disease and for all operations of the party required to furnish same. Subrogation must be waived in favor of the Landlord and all additional insureds.
- Commercial General Liability Insurance for operation of Tenant in a form providing coverage not less than that of standard Commercial General Liability insurance policy ("Occurrence Form") for operations of the party required to furnish same, including products and completed operations, contractual liability coverage, and personal injury liability coverage. The Landlord and any other entities required by the Landlord shall be included as additional insureds, on a primary and non-contributory basis.

Bodily Injury and Property Damage combined:

General Annual Aggregate- Per Location	\$3,000,000.00
Products- Completed Operations Annual Aggregate	\$2,000,000.00
Bodily Injury and Property Damage Each Occurrence	\$2,000,000.00
Personal and Advertising Injury	\$2,000,000.00

- Automobile Liability Insurance covering all owned, non-owned and hired automobiles with limits of not less than \$1,000,000.00 Combined Single Limit each occurrence for Bodily Injury and Property Damage with contractual liability exclusion deleted. Subrogation must be waived in favor of the Landlord on all property coverage on company owned and/or insured vehicles and Landlord shall be named as an additional insured on the liability coverage provided in such policy.
- Umbrella Liability, Tenant shall provide \$2 million excess of underlying general liability, automobile, liquor liability and employer liability coverage. Coverage shall be following form and include the Landlord and any other entities required by the Landlord as additional insureds.
- Property Insurance, for the full value of all personal property including improvements & betterments. Subrogation must be waived in favor of the Landlord.

ATTACHMENT H

REQUIRED CITY PROVISIONS

ARTICLE 1 LANDLORD'S DEFAULT

1.1 Landlord shall be in default under this Lease Agreement if:

(A) Landlord shall be in default in the performance of any term, covenant or condition of this Lease Agreement and such default has not been cured within thirty (30) days after written notice by Tenant to Landlord specifying such default and requiring it to be remedied, or where such default cannot reasonably be remedied within such period of thirty (30) days, if Landlord shall not have, in good faith, commenced the remedying thereof within such period of time and shall not be proceeding with due diligence to remedy it; or

(B) Upon Landlord's filing of a petition under the Federal Bankruptcy Code or if any involuntary petition under the provisions of said Code is filed against the Landlord and such involuntary petition is not dismissed within ninety (90) days thereafter, or if Landlord makes an assignment of all their assets for the benefit of creditors or is placed in receivership and said receiver has not been discharged sixty (60) days after his appointment.

1.2 If Landlord shall be in default under this Lease Agreement, such default continues for more than thirty (30) days after written notice to Landlord of such default (or, if cure of the default reasonably takes more than thirty (30) days, if Landlord fails to commence the cure within thirty (30) days or thereafter fail to diligently pursue such cure to completion), such default reasonably prevents Tenant from conducting its business in the Premises and Tenant in fact ceases to conduct business in the Premises as a result thereof, Tenant at its option, may (i) exercise all remedies available at law or in equity, or (ii) terminate this Lease Agreement upon written notice to Landlord at any time before the default is cured, and upon such termination, Tenant shall quit and surrender its right to the Premises and all improvements located thereon to Landlord, but such termination shall not affect the Tenant's right to recover damages or exercise any other rights as hereinafter provided.

1.3 Subject to the mutual restrictions on damages outlined in Section 26, upon the termination of this Lease Agreement as aforesaid, Tenant shall be entitled to recover from Landlord all damages sustained by Tenant as a result of Landlord's default.

1.4 A waiver by Tenant of any breach by the Landlord of any of the terms, covenants, conditions and agreements of this Lease Agreement shall be limited to the particular instance and shall not operate to be deemed to be a waiver of any future breaches of said terms, covenants, conditions, and agreements of this Lease Agreement; and the failure of Tenant to enforce any agreement, condition, covenant or term, by reason of its breach by Landlord after notice, shall not be deemed to void or affect the right of Tenant to enforce

the same agreement, condition, covenant or term on the occasion of such subsequent breach or default.

ARTICLE 2. TENANT'S RIGHT TO CURE LANDLORD'S DEFAULT

If Landlord shall default in the performance of any covenant or condition of this Lease Agreement required to be performed by Landlord, and such default materially affects Tenant's ability to conduct its business in the Premises, then Tenant, at its option, may after thirty (30) days written notice to Landlord (provided that if cure thereof reasonably takes more than thirty (30) days, then Landlord shall have such additional time as is reasonably necessary, as long as Landlord commences the cure within thirty (30) days and thereafter diligently pursues the cure to completion), or without notice if in Tenant's reasonable opinion an emergency exists, perform such covenant or condition (provided that Tenant may only perform any work required to cure any such default within the four walls of the Premises under this Article 2) and at the expense of Landlord and Landlord shall reimburse Tenant for such expense, within thirty (30) days after receipt of invoices from Tenant. The provisions of this paragraph shall survive the termination of the Lease Agreement. For avoidance of doubt, Tenant shall have no rights under this Article 2 if Landlord has responded to a notice from Tenant and is working in a commercially reasonable manner to address the issue.

ARTICLE 3. OMITTED.

ARTICLE 4. INTENTIONALLY OMITTED

ARTICLE 5 CHARGE ACKNOWLEDGEMENTS, NOTICE, AND REPRESENTATIONS

The LANDLORD (which shall be a "Person" as the term is defined in Section 38 of the City's Code of Ordinances) shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc., whether or not they are expressly stated in this Lease Agreement, including but not limited to the following:

5.1. It shall be a material breach of this Lease Agreement, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

5.2. It shall be a material breach of this Lease Agreement, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such

current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

5.3. It shall be a material breach of this Lease Agreement and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Consultant/Vendor or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

5.4. The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

5.5. Upon a showing that a subcontractor made a kickback to the City, a prime Consultant/Vendor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

5.6. It shall be a material breach of this Lease Agreement and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City Contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this ordinance, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

5.7. The LANDLORD hereby expressly represent that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (1) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; (2) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (3) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics

and Conflict of Interest” ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (4) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 5.7 shall be deemed a material breach of this Contract and shall be a violation of the City’s Code of Ordinances for a Person.

5.8. The definitions set forth in the City’s Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 5.1-5.7.

5.9. The LANDLORD is hereby charged with the requirement that they shall have knowledge of, and shall fully comply with, all relevant provisions of the City’s Charter and all relevant provisions of the City’s Code of Ordinances, including without limitation Chapters 93, titled “Discriminatory Practices”, Chapter 38 titled "Procurement and Contractual Agreements", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

5.10. The LANDLORD hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City’s Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Purchasing Department web site: www.waterbury-ct.gov/content/609/930/933.aspx [see two (2) links titled “procurement ordinance” and “ethics ordinance”].

5.11. The LANDLORD is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's "Ordinance Concerning the Hiring of Waterbury Residents" and the State of Connecticut Legislature’s Special Act No. 01-1.

5.12. Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38 and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

Notwithstanding anything contained in this Attachment H to the contrary, no provisions recited herein shall obligate the Landlord to follow the City’s procurement provisions with regard to Landlord’s operations and management of the Property or Premises.

5.13. INTEREST OF CITY OFFICIALS. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the project, to which this Agreement

pertains, shall have any personal interest, direct or indirect, in this Lease Agreement.

5.14. PROHIBITION AGAINST CONTINGENCY FEES. The LANDLORD hereby represents that it has not retained anyone to solicit or secure a Lease Agreement with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

ARTICLE 6. FORCE MAJEURE

In the event the LANDLORD or TENANT shall be delayed, hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, the act, failure to act or default of the other party, war or other reason beyond their control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Neither party may rely on this Article 6 with respect to any obligation to pay money, or any obligation that can be satisfied with the payment of a commercially reasonable amount of money, provided that a condition whereby banks are unable to transfer funds shall be a force majeure event. Neither party may rely on this Article 6 unless it notifies the other party of the force majeure event within 30 days of its occurrence.

EXHIBIT LIST

Exhibit A

Property and Building Description of Land and Building

Exhibit A-1

Deed – Norman Drubner

Exhibit B

Plan Showing Premises Outlined in Red

Exhibit C

Tenant Improvements by Landlord

Exhibit D

Tenant Signage

Exhibit E

Initial Tenant Fit Out Work by Tenant

Exhibit F

Agreement – Environmental Matters

Exhibit G

Insurance Requirements

Exhibit H

Guaranty

EXHIBIT A

LEGAL DESCRIPTION

All that certain piece or parcel of land with all the improvements thereon situated on the southerly side of Capt. Neville Dr. in the said Town of Waterbury, beginning at an iron pin being located 559.78 feet westerly of a town line monument set in the southerly line of Capt. Neville Dr., thence running N 59° 26' W along the southerly line of Captain Neville Dr., 65.72 feet to an iron pin; thence running N 59° 26' 20" W along the southerly line of Capt. Neville Dr., 84.28 feet to a drill hole; thence running S 18° 05' 40" W along Fairview Park, 197.91 feet to a drill hole; thence running S 20° 43' 10" W along Fairview Park 915.05 feet to a monument; thence running S 76° 32' 10" E along land now or formerly of Frank M. Tronetti, 437.79 feet to an iron pin; thence running N 20° 43' 10" E along land now or formerly of John G. Murray, Joseph and Ernest DeLucia, 980.13 feet to an iron pin at the point and place of beginning, bounded:

Northerly – by Captain Neville Dr;
Easterly – by land now or formerly of John G. Murray, Joseph and Ernest DeLucia;
Southerly – by land now or formerly of Frank M. Tronetti; and
Westerly – by Fairview Park

For further reference see map on file in the Waterbury Town Clerk's Office in Map Book 42, Page 13 entitled "Map Showing Land To Be Conveyed to Mallory Battery Co., a Division of P.R. Mallory & Co., Inc., Waterbury, Conn. December 7, 1966, Scale 1" = 40'."

Together with any and all reversionary rights as may exist in and to any highway, street and private roads abutting said property.

Being the same premises conveyed to ATC Connecticut, Inc., a Delaware corporation by Norman S. Drubner, Trustee, by warranty deed dated September 18, 2000, recorded September 18, 2000 in Waterbury Land Records Volume 4032 Page 131.

A-1
Y3866 PG307

DEED

KNOW ALL PERSONS BY THESE PRESENTS THAT:

THE GILLETTE COMPANY, a Delaware corporation having an address at Berkshire Corporate Park, Bethel, Connecticut 06801 ("Grantor"), for the consideration of TEN AND 00/100 DOLLARS (\$10.00) received to its full satisfaction from NORMAN S. DRUBNER, TRUSTEE, having an address c/o Drubner, Hanley, O'Connor & Mcgaree, L.L.C., 500 Chase Parkway, Waterbury, Connecticut 06708 ("Grantee"), does hereby give, grant, bargain, sell and convey unto Grantee, its successors and assigns forever, that certain piece or parcel of land situated in the Town of Waterbury, County of New Haven and State of Connecticut and more particularly described in *Exhibit A* attached hereto and made a part hereof, together with any and all buildings and other improvements now situated thereon (the "Property").

TO HAVE AND TO HOLD the Property unto Grantee and Grantee's successors and assigns forever, to its and their own proper use and behoof.

AND FURTHERMORE, Grantor will warrant and forever defend the Property hereby conveyed to Grantee, its successors and assigns against the claims of all persons owning, holding, or claiming by, through or under Grantor, but not otherwise.

The Property is conveyed subject to the matters described in *Exhibit A* and to the following:

1. The Property is conveyed to Grantee upon the following conditions, which by its acceptance hereof Grantee agrees to observe and perform, and which conditions shall run with the land and shall bind Grantee and Grantee's successors, legal representatives and assigns as future owners of the Property and any other party entitled to possession or use of all or any part of the Property during such period of ownership or possession and shall inure to the benefit of Grantor and Grantor's successors, legal representatives and assigns, to wit:

A. Grantee shall cooperate with Grantor, any official or representative of the Department of Environmental Protection of the State of Connecticut or any successor organization thereto (the "DEP") and any other third party directed by Grantor or the DEP in connection with any and all monitoring, investigation, abatement, remediation or similar activity related to the environmental condition of the Property or any hazardous substances or pollution thereon (the "Environmental Work"). Such cooperation shall include, but shall not be limited to, the execution, delivery and recording by Grantee of any and all documentation, agreements, covenants, stipulations, restrictions and/or easements which may be deemed necessary or desirable by Grantor or the DEP (the "Documentation"), including but not limited to the execution and delivery of one or more Declarations of Environmental Land Use Restriction and Grants of Easement in substantially the form set forth in Appendix 1 and Appendix 2 of Section 22a-152q-1 of the Regulations of Connecticut State Agencies as same may be modified from time to time ("R.C.S.A."). Grantee hereby agrees and acknowledges that Grantor possessed and reserves the right for Grantor or any third party authorized by Grantor to enter upon the Property

Witness my hand and seal this 1st day of June, 1991.

Y3866 PG308

at any time to conduct all monitoring, sampling, investigation, abatement, remediation or similar activity related to the environmental condition of the Property or any hazardous substances or pollution thereon.

During the period prior to the certification by the DEP or certification by a licensed environmental professional (as defined in Connecticut General Statutes ("C.G.S.") Sections 22a-125 et seq.) (a "Licensed Environmental Professional") of the remediation of the Property in accordance with Sections 22a-124-1 through 22a-124-3 and Section 22a-124-4 of the C.G.S.A. (the "Remediation Standards"), Grantor expressly reserves the right to amend, modify, terminate and/or replace the covenants, restrictive covenants, obligations and agreements, including but not limited to the Easement (as defined below), contained in this instrument (collectively, the "Covenants"), by written instrument or instruments executed by Grantor, including but not limited to the Documentation, (if so requested by Grantor, Grantor shall join in the execution of such instrument, said instrument may also be executed by any third party deemed appropriate by Grantor, including but not limited to the DEP and any licensed environmental professional.

2. The Property is conveyed subject to the following restrictive covenants and agreements, which shall run with the land and shall bind Grantor and Grantor's successors, legal representatives and assigns as future owners of the Property and any other party entitled to possession or use of all or any part of the Property during such period of ownership or possession, to wit:

A. The use, occupancy, and activity of and on the Property are restricted as follows:

(i) No residential use of the Property shall be permitted and the Property shall be used only for commercial or industrial purposes. In furtherance of the foregoing, and not in limitation thereof, the Property shall not at any time be used for a school or day care facility, playground or park.

(ii) No buildings, improvements or other structures shall be constructed or erected on the Property so as to interfere with the rights granted under the Easement or with the ability of Grantor, its agents, contractors, and employees, or to any person performing sufficient or hazardous substance remediation activities under the Easement thereof to obtain access to the Subject Area.

B. No action shall be taken by Grantor if such action or omission is reasonably likely to (i) cause or create a risk of migration of pollutants (if any) or increase a potential hazard to human health or the environment, or (ii) increase or worsen the amount of any hazardous substances at the Property.

C. Grantor hereby reserves to Grantor, its agents, contractors, and employees, and to any person performing pollution or hazardous substance remediation activities under the Easement thereof, a non-exclusive easement (the "Easement") over the Property as is described

V3866 PG308

at any time to conduct all monitoring, surveying, investigation, abatement, remediation or similar activity related to the environmental condition of the Property or any hazardous substances or pollution thereon.

During the period prior to the certification by the DEP or verification by a licensed environmental professional (as defined in Connecticut General Statutes ("C.G.S.") Sections 22a-125 et seq.) (a "Licensed Environmental Professional") of the remediation at the Property in accordance with Sections 22a-133k-1 through 22a-133k-3 and Section 22a-123q-1 of the R.C.S.A. (the "Remediation Standards"), Grantor expressly reserves the right to amend, modify, terminate and/or replace the easement, restrictive covenants, obligations and agreements, including but not limited to the Easement (as defined below), contained in this instrument (collectively, the "Covenants"), by written instrument or instruments executed by Grantor, including but not limited to the Deed Amendment. If so requested by Grantor, Grantee shall join in the execution of such instruments. Said instruments may also be executed by any third party deemed appropriate by Grantor, including but not limited to the DEP and any licensed environmental professional.

2. The Property is conveyed subject to the following restrictive covenants and agreements, which shall run with the land and shall bind Grantee and Grantee's successors, legal representatives and assigns as future owners of the Property and any other party entitled to possession or use of all or any part of the Property during such period of ownership or possession, to wit:

A. The use, occupancy, and activity of and in the Property are restricted as follows:

(i) No residential use of the Property shall be permitted and the Property shall be used only for commercial or industrial purposes. In furtherance of the foregoing, and not in limitation thereof, the Property shall not at any time be used for a school or day care facility, playground or park.

(ii) No buildings, improvements or other structures shall be constructed or erected on the Property so as to interfere with the rights granted under the Easement or with the ability of Grantee, its agents, contractors, and employees, or its any person performing pollution or hazardous substance remediation activities under the direction thereof to obtain access to the Subject Area.

B. No action shall be taken by Grantee if such action or omission is reasonably likely to (i) cause or create a risk of migration of pollutants, (ii) create or increase a potential hazard to human health or the environment, or (iii) introduce or increase the amount of any hazardous substance at the Property.

C. Grantee hereby reserves to Grantor, its agents, contractors, and employees, and to any person performing pollution or hazardous substance remediation activities under the direction thereof, a non-exclusive easement (the "Easement") over the Property as is deemed

2.

Worin:

- The Easement shall terminate upon the certification by the Commissioner of the DEP or the verification by a Licensed Environmental Professional, each in form and substance satisfactory to Grantor in its sole discretion, that the remediation has been performed in accordance with the Remediation Standards.

2. If any court of competent jurisdiction determines that any provision of this Instrument, including but not limited to the Covenants, is invalid or unenforceable, such provision shall be deemed to have been modified automatically to conform to the requirements for validity and enforceability as determined by such court. In the event that the provision is included in such nature that it cannot be so modified, the provision shall be deemed deleted from this Instrument as though it had never been included herein. In either case, the remaining provisions of this Instrument shall remain in full force and effect.

[Faint handwritten notes at the bottom of the page]

V3866 PG310

By its execution hereof, Grantee agrees, for itself, its successors, legal representatives and assigns, to be bound by and to observe and comply with all covenants, conditions and obligations, including, but not limited to, the Covenants, imposed on the Property and/or on Grantee, its successors, legal representatives and assigns.

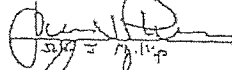
[SIGNATURE PAGE FOLLOWS]

WILLIAM J. BROWN
JAN 14 1974

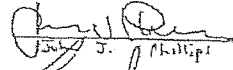
Y3866 PG311

IN WITNESS WHEREOF, Grantor and Grantee have executed this deed as of this 17th day of September, 1999.

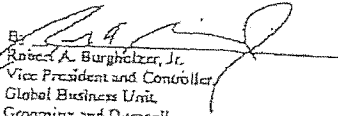
Witnesses:


Leslie M. Secor

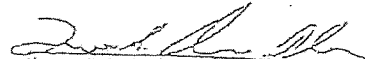
Witnesses:


Leslie M. Secor

GRANTOR:
THE GILLETTE COMPANY

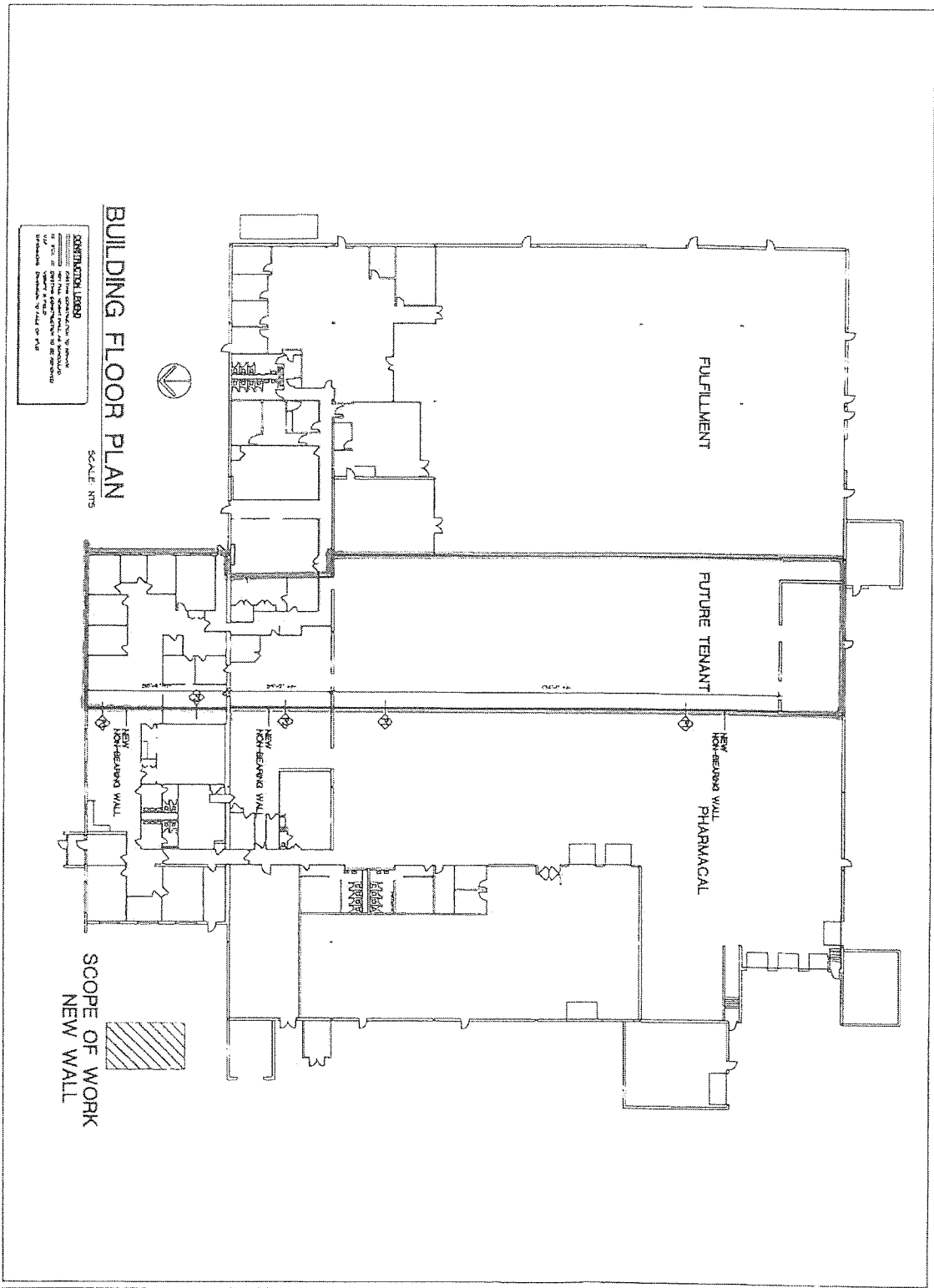
By 
Robert A. Burghelzer, Jr.
Vice President and Controller
Global Business Unit
Grooming and Duracell

GRANTEE:


Norman S. Drubner, Trustee

(LIMITED WARRANTY DEED)

1000-101-1000-101



BUILDING MODIFICATIONS PREPARED FOR CORNERSTONE REALTY, INC. PROJECT ADDRESS 567 Captain Neville Drive WATERBURY, CONNECTICUT		KUNCAS ASSOCIATES, LLC Architects - Planners 264 Chapel Street Drive - Waterbury, CT 06705 (203) 945-8700		REVISIONS <table><thead><tr><th>NO.</th><th>NATURE OF REVISION</th><th>DATE</th><th>BY</th></tr></thead><tbody><tr><td>1</td><td>PERMIT</td><td>8/9/2016</td><td>APL</td></tr></tbody></table>			NO.	NATURE OF REVISION	DATE	BY	1	PERMIT	8/9/2016	APL
NO.	NATURE OF REVISION	DATE	BY											
1	PERMIT	8/9/2016	APL											
SHEET DESCRIPTION BUILDING PLAN		PROJECT NUMBER 1823		DRAWING NUMBER A3										

B"

Exhibit C

The Landlord will complete the following Tenant Improvements at Landlord's sole cost and expense:

1. Demise the space to code and separate the electrical and gas service so Tenant has their own separate meters or sub-meters for separate billing based on Tenant's actual utility consumption.
2. Construct 2 loading docks with edge of dock levelers to be situated as shown on Exhibit A. The size and location of the docks shall be determined based on Tenant's final layout of its operations and the pre-existing conditions of the building and at Landlord's reasonable discretion.
3. Construct bathrooms to code to accommodate shifts of 7 men and 15 women to be located within the Premises in Landlord's sole discretion.
4. All lights turned over in good working condition. 400 Amps at 480 volts of power, 3 phase, shall be allocated to the Premises.
5. Install a new gas fired air rotation (or comparable) unit to heat the warehouse area. Warehouse area HVAC roof top units to be turned over in their "as-is" condition.
6. Office area HVAC unit shall be turned over in good working condition to both heat and cool the existing office area.
7. All existing life safety to code shall be turned over in good working condition. The Premises will be turned over in compliance with ADA. Future compliance of the Premises shall be the obligation of the Tenant. Any modifications to the sprinkler system due to Tenant's specific use shall be at the cost of the Tenant.
8. The existing office layout after the demising wall is constructed shall be reviewed with Tenant expecting that the majority of the existing rooms and walls shall be able to accommodate Tenant's specific office needs. Landlord will paint and carpet/or install VCT flooring to the existing/final office layout as needed.
9. Landlord shall agree with Tenant on the location for the commercial kitchen and provide access to electric, water and drainage for the kitchen area. All equipment, fixtures, connections and finishes for the kitchen shall be at Tenant's sole cost and expense, including kitchen flooring, wall covering and wall water protection, any and all kitchen equipment and fixtures, electrical, HVAC, plumbing, drainage,

exhaust and any make up air units, any roof penetrations, fire suppression and/or fire alarms, and any and all connections to the main service access points established by Landlord.

10. Tenant shall be responsible to install its own data and phone in locations that are mutually satisfactory.
11. The building currently has an alarm but will require additional work to accommodate the needs of Tenant which shall be completed at Tenant's cost and expense.
12. Landlord and Tenant shall agree on a mutually satisfactory location for Tenant's installation of a generator to be provided and installed at Tenant's expense.

In all other respects, the Premises will be turned over in its "as-is" condition.

Exhibit D

Tenant shall be authorized at its own costs and expense to install its name on the building directory sign situated at the entrance drive to the Property, and (ii) a second sign in the vicinity of its main entrance to the Premises provided that each of the same shall be installed in compliance with applicable Legal Requirements and shall be subject to review and approval by Landlord.

Under no circumstances shall any signs be adhered to any brick or block or metal and any mortar or other surface damage of any kind upon the signs removal shall be repaired by Tenant at Tenants sole cost and expense.

At the conclusion of the Lease or any earlier termination thereof, Tenant shall be responsible to remove any and all of its signage and restore the surfaces to their original condition all at the sole cost and expense of Tenant.

Exhibit E

Tenant's Initial Fit Out Work – at Tenant's sole cost and expense - shall consist of the following:

1. Tenant shall be installing a commercial grade kitchen with walk in cooler and freezers and shall include all necessary equipment and fixtures, including but not limited to electrical, lighting, plumbing, drainage, HVAC, exhaust, fire suppression, and any specific wall and floor surface materials for kitchen use. Any architectural and engineering drawings shall be submitted to Landlord for Landlord's review and approval.
2. Any roof penetrations required for the exhaust work shall be coordinated with Landlord and shall use a roof vendor approved by Landlord.
3. Supply and installation of a power generator the size and location to be pre-approved by Landlord.

In the event any of the work outlined above is not intended to be completed prior to lease commencement, then Tenant shall proceed in accordance with the terms outlined in Section 13(b) related to "Alterations and Improvements".

F

AGREEMENT - ENVIRONMENTAL MATTERS

This AGREEMENT - ENVIRONMENTAL MATTERS (this "Agreement") dated as of September 17, 1999, is by and between THE GILLETTE COMPANY, a Delaware corporation ("Seller"), and NORMAN S. DRUBNER, TRUSTEE ("Purchaser").

WHEREAS, on this date Seller has sold to Purchaser and Purchaser has acquired from Seller all of Seller's right, title and interest in and to a certain piece or parcel of Property located in the Town of Waterbury, County of New Haven, State of Connecticut, together with the improvements thereon, commonly known as 562 Capt. Neville Drive (the "Property");

WHEREAS, in connection with such sale and purchase, Seller and Purchaser have executed and delivered a Limited Warranty Deed of even date herewith ("Deed");

WHEREAS, the Deed contains certain provisions with respect to the use of the Property and with respect to preexisting environmental conditions on the Property; and

WHEREAS, the parties hereto wish to set forth in this agreement certain additional provisions with respect to environmental matters relating to the Property.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements herein contained and on the terms and subject to the conditions herein set forth, the parties hereto hereby agree as follows:

1. Investigation and Remediation. Seller has knowledge of certain contaminants in, on, at, under, or emanating from the Property as of the date hereof (the "Preexisting Environmental Conditions"), which are reflected in the Environmental Condition Assessment Form (the "ECA") attached hereto as Exhibit A, which Seller has investigated and is in the process of remediating and which may warrant further investigation, remediation, and/or monitoring. Any such investigation, remediation and/or monitoring activities are sometimes herein referred to as the "Environmental Program." The Preexisting Environmental Conditions which are the subject of this Agreement are limited to those conditions existing at the Property as of the date hereof and do not extend to conditions caused by or arising from the release of contaminants after said date.

2. Seller's Access Rights. In order to allow Seller to conduct the Environmental Program, Purchaser shall provide Seller access to the Property after the date hereof in accordance with the terms of the Deed, including without limitation the terms of the Easement provided for in the Deed.

3. Transfer Act Compliance. Seller agrees to undertake and proceed with any investigation, remediation and monitoring of Preexisting Environmental Conditions at, on, or emanating from the Property as required by applicable government agencies, in accordance with the Connecticut Transfer Act, Connecticut General Statutes Section 22a-154 et seq. (the "Transfer Act"). In connection with the foregoing, Seller has, on or prior to the date hereof,

prepared and signed a Form IN (as defined in the Transfer Act), and has submitted a copy of such Form IN to Purchaser. Seller agrees to submit a copy of such Form IN, together with the ECAF, to the Connecticut Commissioner of Environmental Protection (the "Commissioner of the DEP") no later than ten days after the date hereof. Seller agrees to indemnify and hold Purchaser harmless from and against any monetary losses reasonably incurred by Purchaser as a direct result of the State of Connecticut bringing a legal action against Purchaser or placing an environmental lien on the Property due to Seller's failure to comply with the agreements and covenants of Seller contained in this Section 3. The foregoing indemnity shall not apply to, and Seller shall have no liability whatsoever in connection with, any legal actions or claims brought by any person, corporation or other entity except the State of Connecticut, nor shall Seller have any liability for any claims of loss or injury relating to any damage to any persons or property.

4. Land Use Restriction. Due to the existence of the Preexisting Environmental Conditions on the Property, Seller has placed restrictions on the Property as set forth in the Deed.

5. Seller's Exclusive Control of Environmental Program. All investigation, remediation and monitoring at the Property, if any, shall be determined, supervised, and controlled by Seller and, as between Purchaser and Seller, Seller shall have the exclusive right and prerogative to contact, consult and otherwise deal with regulatory agencies in connection with the Environmental Program.

6. Construction, Operation, Maintenance, and Removal. Purchaser acknowledges that certain activities associated with the investigation, remediation and monitoring of the Preexisting Environmental Conditions at the Property may occur at the Property. In connection with any such activities, Seller agrees to give Purchaser at least five (5) calendar days' advance notice of any areas to be materially affected by any testing, excavation, demolition, construction, maintenance, monitoring, or equipment removal operations.

7. Discharge of Seller's Obligations. Seller's obligation to implement the Environmental Program is contingent upon Purchaser's full and timely compliance with all of its obligations under this Agreement and the Deed. Purchaser acknowledges that Seller and its representatives are not liable for any disruption, inconvenience, or loss of profits or business or any special or consequential damages suffered by Purchaser, any tenant of the Property or any visitors to the Property resulting from the performance of its obligations under this Agreement or from any other action required by law. Purchaser expressly acknowledges that some contamination may remain on the Property upon the completion of the remediation efforts.

8. Confidentiality. Purchaser and Seller acknowledge that environmental engineers and consultants working on the investigation, remediation and monitoring of the Property might be hired through the respective party's legal counsel and, if so, that all work product of these engineers or consultants will be subject to the work-product doctrine and attorney-client privilege. Accordingly, to the extent that a party is provided with (or otherwise obtains) any information or documentation relating to the investigation, remediation or monitoring of the Property by or from the other party or its representatives, the party receiving the information

shall maintain that information on a strictly confidential basis and shall not divulge, disclose, or reveal that information to any person at any time, or in any manner, without the other party's express written consent, and that information shall continue to be subject to the work product doctrine and attorney-client privilege, to the extent that such doctrine and privilege would otherwise apply.

9. Utilities. Seller may use any electrical or other utility outlets or connections on the Property as Seller deems necessary to investigate, remediate or monitor conditions at the Property.

10. Amendment. This Agreement may be amended, modified or supplemented only by an instrument in writing executed by each of the parties hereto.

11. Assignment/Termination.

(a) Except as otherwise specifically permitted by this Section 11, neither this Agreement nor any right created hereby may be assigned by any party hereto (and shall not inure to the benefit of any trustee in bankruptcy, receiver or successor of any party) without the prior written consent of the other party hereto.

(b) Either party hereto may assign its rights and obligations under this Agreement to an Affiliate (as hereinafter defined) of such party without the consent of the other party, provided that the parties hereto remain liable, together with any such assignee, for all of their respective obligations under this Agreement without regard to such assignment. For all purposes of this Agreement, the term "Affiliate" shall mean any person, corporation or other entity which directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with a specified person, corporation or other entity.

(c) Purchaser may assign this Agreement and its rights and obligations hereunder without the prior written consent of Seller to any person, corporation or other entity which succeeds to Purchaser's ownership interest in the Property (a "Successor Owner") and each Successor Owner may also assign its rights and obligations hereunder without the prior written consent of Seller to each subsequent Successor Owner. It is the intention of the parties that the rights and obligations of Purchaser under this Agreement shall inure to the benefit of and be binding upon Purchaser and any Successor Owner only as long as Purchaser or such Successor Owner is the owner of the Property. Accordingly, this Agreement shall terminate and become null and void with respect to Purchaser and any Successor Owner, and may not be enforced by Purchaser or such Successor Owner, at such time as Purchaser or such Successor Owner, as applicable, ceases to be the sole owner of the Property.

(d) This Agreement shall terminate and become null and void without any further action on the part of the parties hereto upon the certification by the Commissioner of the DEP or the verification by a licensed environmental professional (as defined in Connecticut General Statutes Sections 22a-133 et seq.), each in form and substance satisfactory to Seller in

its sole discretion, that the remediation has been performed in accordance with Sections 22a-133k-1 through 22a-133q-1 of the Regulations of Connecticut State Agencies, as they may be modified from time to time.

12. Waiver. No waiver by any party of any default or breach by another party of any representation, warranty, covenant or condition contained in this Agreement, any exhibit hereto, or any document, instrument or certificate contemplated hereby shall be deemed to be a waiver of any subsequent default or breach by such party of the same or any other representation, warranty, covenant or condition. All remedies, whether at law or in equity, shall be cumulative and the election of any one or more shall not constitute a waiver of the right to pursue other available remedies.

13. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance here from.

14. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by and construed and enforced in accordance with the substantive laws (but not the rules governing conflicts of laws) of the State of Connecticut.

15. Jurisdiction; Service of Process. Any action or proceeding seeking to enforce any provision of or based upon or arising out of this Agreement or any agreement contemplated by this Agreement may be brought against any of the parties in the courts of the State of Connecticut, or if it does or can acquire jurisdiction, in the United States District Court for the District of Connecticut, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate court in any such action or proceeding) and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world and in any event, service of any and all process on any party hereto in any suit, action or proceeding arising out of this Agreement may be made in accordance with applicable law to the address set forth in paragraph 19 below, and service thus made shall be taken and held to be valid personal service upon such party.

16. Captions. The captions in this Agreement are for convenience of reference only and shall not limit or otherwise affect any of the terms or provisions hereof.

17. Gender and Number. When the context requires, the gender of all words used herein shall include the masculine, feminine and neuter and the number of all words shall include the singular and plural.

18. Reference to instrument. Use of the words "herein," "herein," "herein," and the like in this Agreement shall be construed as references to this Agreement as a whole and not to any particular section or provision of this Agreement, unless otherwise noted.

19. Notice. Any notice or communication hereunder or in any agreement entered into in connection with the transactions contemplated hereby must be in writing and given by depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested, or by delivering the same in person or by telecopier. Such notice shall be deemed received on the date on which it is hand-delivered or on the third business day following the date on which it is so mailed; provided, however, any notice by telecopier shall be effective if receipt is confirmed and acknowledged by the party receiving such notice on the date of its receipt. For purposes of notice, the addresses of the parties shall be:

If to Seller: The Gillette Company
Berkshire Corporate Park
Bethel, Connecticut 06801
Attn: Christopher M. Williams, Esq.
Phone: (203) 796-4000
Telecopier: (203) 796-4518

With a copy to: Day, Berry & Howard LLP
260 Franklin Street
Boston, Massachusetts 02110
Attn: H. Lawrence Tafe III, Esq.
Phone: (617) 345-4639
Fax: (617) 345-7475

If to Purchaser: Norman S. Drubner, Trustee
c/o Drubner, Hanley, O'Connor & Mengacci, L.L.C.
500 Chase Parkway
Waterbury, Connecticut 06708
Phone: (203) 753-9291
Fax: (203) 753-6373

Any party may change its address for notice by written notice given to the other parties in accordance with this Section.


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

21. Environmental Report At least annually during the term that this Agreement is in effect, Seller shall provide or cause to be provided to Purchaser a copy of the status report that Seller has received from its environmental consultants regarding the Environmental Program.

[SIGNATURE PAGE FOLLOWS]

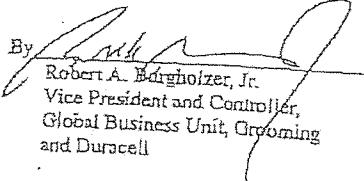
IN WITNESS WHEREOF, this Agreement is executed as of the date and year first
written above.

PURCHASER


Norman S. Drubner, Trustee

SELLER

THE GILLETTE COMPANY

By 
Robert A. Marghoizer, Jr.
Vice President and Controller,
Global Business Unit, Grooming
and Duracell

AGREEMENT - ENVIRONMENTAL MATTERS

04/19/90

ASSIGNMENT

THIS ASSIGNMENT is made this 18th day of September, 2000, from NORMAN S. DRUBNER, TRUSTEE (hereinafter referred to as "Assignor") to ATC CONNECTICUT, INC. (hereinafter referred to as "Assignee").

WHEREAS, Assignor is the owner of the premises located at 562 Captain Neville Drive, Waterbury, Connecticut (hereinafter referred to as the "Property"), which was conveyed to the Assignor by The Gillette Company (hereinafter referred to as "Gillette") on September 17, 1999; and

WHEREAS, as part of said conveyance, the Assignor and Gillette entered into a certain agreement entitled, "Agreement - Environmental Matters" dated September 17, 1999 (hereinafter referred to as the "Agreement"), a copy of which is attached hereto and made a part hereof; and

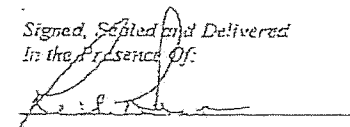
WHEREAS, Paragraph 11(c) of said Agreement provides for its assignment to any "successor owner" of the Property; and

WHEREAS, the Assignee, on even date hereof, shall take title to said Property by deed of conveyance from the Assignor.


NOW, THEREFORE, in consideration of the above premises the Assignor hereby assigns all of its right, title and interest in and to said Agreement to the Assignee in accordance with the terms of said Agreement.

IN WITNESS WHEREOF, the Assignor has hereunto set its hand and seal the day and year first above written.

Signed, Sealed and Delivered
In the Presence Of:






Norman S. Drubner, Trustee

ASSIGNMENT

THIS ASSIGNMENT is made this 19th day of September, 2003, from ATC CONNECTICUT, INC. (hereinafter referred to as "Assignor") to 562 CONNECTICUT, LLC (hereinafter referred to as "Assignee").

WHEREAS, Assignor is the owner of the premises located at 562 Captain Neville Drive, Waterbury, Connecticut (hereinafter referred to as the "Property"), which was conveyed to the Assignor by Norman S. Drubner, Trustee (hereinafter referred to as "Drubner") on September 18, 2000; and

WHEREAS, as part of said conveyance, Drubner and Gillette entered into a certain agreement entitled, "Agreement - Environmental Matters" dated September 17, 1999 (hereinafter referred to as the "Agreement"), a copy of which is attached hereto as Exhibit A and made a part hereof; and

WHEREAS, Paragraph 11(c) of said Agreement provides for its assignment to any "successor owner" of the Property; and

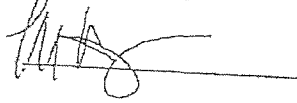
WHEREAS, Drubner assigned the Agreement to Assignor by assignment dated September 18, 2000, a copy of which is also attached hereto as Exhibit B and made a part hereof; and

WHEREAS, the Assignee, on even date hereof, shall take title to said Property by deed of conveyance from the Assignor.

NOW, THEREFORE, in consideration of the above premises the Assignor hereby assigns all of its right, title and interest in and to said Agreement to the Assignee in accordance with the terms of said Agreement.

IN WITNESS WHEREOF, the Assignor has hereunto set its hand and seal the day and year first above written.

Signed, Sealed and Delivered
In the Presence Of:

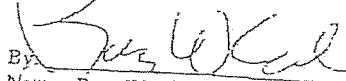


MARY H. BRAMLEY

NOTARY PUBLIC

MY COMMISSION EXPIRES 2/1/04

ATC Connecticut, Inc.



Name: Ross W. Elder

Its: Sr. Vice President/Development

Exhibit G

Insurance Requirements

- Worker's Compensation Insurance in full compliance with the Workers' Compensation and Occupational Diseases Laws of all authorities having jurisdiction in locations in which Tenant operates and Employer's Liability coverage with limits of not less than \$1,000,000.00 each accident for Bodily Injury by accident, \$1,000,000.00 each accident for Bodily Injury by disease; and \$1,000,000.00 policy limit for Bodily Injury by disease and for all operations of the party required to furnish same. Subrogation must be waived in favor of the Landlord and all additional insureds.
- Commercial General Liability Insurance for operation of Tenant in a form providing coverage not less than that of standard Commercial General Liability insurance policy ("Occurrence Form") for operations of the party required to furnish same, including products and completed operations, contractual liability coverage, and personal injury liability coverage. The Landlord and any other entities required by the Landlord shall be included as additional insureds, on a primary and non-contributory basis.

Bodily Injury and Property Damage combined:

General Annual Aggregate- Per Location	\$3,000,000.00
Products- Completed Operations Annual Aggregate	\$2,000,000.00
Bodily Injury and Property Damage Each Occurrence	\$2,000,000.00
Personal and Advertising Injury	\$2,000,000.00

- Automobile Liability Insurance covering all owned, non-owned and hired automobiles with limits of not less than \$1,000,000.00 Combined Single Limit each occurrence for Bodily Injury and Property Damage with contractual liability exclusion deleted. Subrogation must be waived in favor of the Landlord on all property coverage on company owned and/or insured vehicles and Landlord shall be named as an additional insured on the liability coverage provided in such policy.
- Umbrella Liability, Tenant shall provide \$2 million excess of underlying general liability, automobile, liquor liability and employer liability coverage. Coverage shall be following form and include the Landlord and any other entities required by the Landlord as additional insureds.
- Property Insurance, for the full value of all personal property including improvements & betterments. Subrogation must be waived in favor of the Landlord.

ATTACHMENT H

REQUIRED CITY PROVISIONS

ARTICLE 1 LANDLORD'S DEFAULT

1.1 Landlord shall be in default under this Lease Agreement if:

(A) Landlord shall be in default in the performance of any term, covenant or condition of this Lease Agreement and such default has not been cured within thirty (30) days after written notice by Tenant to Landlord specifying such default and requiring it to be remedied, or where such default cannot reasonably be remedied within such period of thirty (30) days, if Landlord shall not have, in good faith, commenced the remedying thereof within such period of time and shall not be proceeding with due diligence to remedy it; or

(B) Upon Landlord's filing of a petition under the Federal Bankruptcy Code or if any involuntary petition under the provisions of said Code is filed against the Landlord and such involuntary petition is not dismissed within ninety (90) days thereafter, or if Landlord makes an assignment of all their assets for the benefit of creditors or is placed in receivership and said receiver has not been discharged sixty (60) days after his appointment.

1.2 If Landlord shall be in default under this Lease Agreement, such default continues for more than thirty (30) days after written notice to Landlord of such default (or, if cure of the default reasonably takes more than thirty (30) days, if Landlord fails to commence the cure within thirty (30) days or thereafter fail to diligently pursue such cure to completion), such default reasonably prevents Tenant from conducting its business in the Premises and Tenant in fact ceases to conduct business in the Premises as a result thereof, Tenant at its option, may (i) exercise all remedies available at law or in equity, or (ii) terminate this Lease Agreement upon written notice to Landlord at any time before the default is cured, and upon such termination, Tenant shall quit and surrender its right to the Premises and all improvements located thereon to Landlord, but such termination shall not affect the Tenant's right to recover damages or exercise any other rights as hereinafter provided.

1.3 Subject to the mutual restrictions on damages outlined in Section 26, upon the termination of this Lease Agreement as aforesaid, Tenant shall be entitled to recover from Landlord all damages sustained by Tenant as a result of Landlord's default.

1.4 A waiver by Tenant of any breach by the Landlord of any of the terms, covenants, conditions and agreements of this Lease Agreement shall be limited to the particular instance and shall not operate to be deemed to be a waiver of any future breaches of said terms, covenants, conditions, and agreements of this Lease Agreement; and the failure of Tenant to enforce any agreement, condition, covenant or term, by reason of its breach by Landlord after notice, shall not be deemed to void or affect the right of Tenant to enforce

the same agreement, condition, covenant or term on the occasion of such subsequent breach or default.

ARTICLE 2. TENANT'S RIGHT TO CURE LANDLORD'S DEFAULT

If Landlord shall default in the performance of any covenant or condition of this Lease Agreement required to be performed by Landlord, and such default materially affects Tenant's ability to conduct its business in the Premises, then Tenant, at its option, may after thirty (30) days written notice to Landlord (provided that if cure thereof reasonably takes more than thirty (30) days, then Landlord shall have such additional time as is reasonably necessary, as long as Landlord commences the cure within thirty (30) days and thereafter diligently pursues the cure to completion), or without notice if in Tenant's reasonable opinion an emergency exists, perform such covenant or condition (provided that Tenant may only perform any work required to cure any such default within the four walls of the Premises under this Article 2) and at the expense of Landlord and Landlord shall reimburse Tenant for such expense, within thirty (30) days after receipt of invoices from Tenant. The provisions of this paragraph shall survive the termination of the Lease Agreement. For avoidance of doubt, Tenant shall have no rights under this Article 2 if Landlord has responded to a notice from Tenant and is working in a commercially reasonable manner to address the issue.

ARTICLE 3. OMITTED.

ARTICLE 4. INTENTIONALLY OMITTED

ARTICLE 5 CHARGE ACKNOWLEDGEMENTS, NOTICE, AND REPRESENTATIONS

The LANDLORD (which shall be a "Person" as the term is defined in Section 38 of the City's Code of Ordinances) shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc., whether or not they are expressly stated in this Lease Agreement, including but not limited to the following:

5.1. It shall be a material breach of this Lease Agreement, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

5.2. It shall be a material breach of this Lease Agreement, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such

current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

5.3. It shall be a material breach of this Lease Agreement and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Consultant/Vendor or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

5.4. The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

5.5. Upon a showing that a subcontractor made a kickback to the City, a prime Consultant/Vendor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

5.6. It shall be a material breach of this Lease Agreement and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City Contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this ordinance, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

5.7. The LANDLORD hereby expressly represent that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (1) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; (2) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (3) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics

and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (4) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 5.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances for a Person.

5.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 5.1-5.7.

5.9. The LANDLORD is hereby charged with the requirement that they shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Procurement and Contractual Agreements", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

5.10. The LANDLORD hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Purchasing Department web site: www.waterbury-ct.gov/content/609/930/933.aspx [see two (2) links titled "procurement ordinance" and "ethics ordinance"].

5.11. The LANDLORD is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's "Ordinance Concerning the Hiring of Waterbury Residents" and the State of Connecticut Legislature's Special Act No. 01-1.

5.12. Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38 and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

Notwithstanding anything contained in this Attachment H to the contrary, no provisions recited herein shall obligate the Landlord to follow the City's procurement provisions with regard to Landlord's operations and management of the Property or Premises.

5.13. INTEREST OF CITY OFFICIALS. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the project, to which this Agreement

pertains, shall have any personal interest, direct or indirect, in this Lease Agreement.

5.14. PROHIBITION AGAINST CONTINGENCY FEES. The LANDLORD hereby represents that it has not retained anyone to solicit or secure a Lease Agreement with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

ARTICLE 6. FORCE MAJEURE

In the event the LANDLORD or TENANT shall be delayed, hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, the act, failure to act or default of the other party, war or other reason beyond their control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Neither party may rely on this Article 6 with respect to any obligation to pay money, or any obligation that can be satisfied with the payment of a commercially reasonable amount of money, provided that a condition whereby banks are unable to transfer funds shall be a force majeure event. Neither party may rely on this Article 6 unless it notifies the other party of the force majeure event within 30 days of its occurrence.

City of Waterbury
Department of Education
Food Service Department
64 Harper Ave
Waterbury CT 06705

5/11/2018
RE: RFP6102

Mr. Orso:

On May 10, 2018 the selection committee for RFP 6102 Food Service Leasing Space met to review the proposed location. The committee consisted of Linda Franzese (Food Service Director), Adam Shaban (Acct III Food Service), Rocco Orso (Purchasing Director), and Cathy Awwad (Commissioner Board of Education). There was only one proposal at 562 Captain Neville Drive. The site meets all of the requirements of the RFP and the department and the committee agrees that it is an acceptable location for the new Food Service offices, warehouse and central kitchen.

Thank you
Adam Shaban
Accountant III Food Service

6102
REQUEST FOR PROPOSAL
BY
THE CITY OF WATERBURY
Department of Food Services
Space to Lease for Department of Food Services

The City of Waterbury, Department of *Food Services* (hereinafter "City"), is seeking to lease space for the Department of Food Services central office.

A. Background and Intent

The Waterbury Department of Food Services is seeking space to lease within the City of Waterbury. Space should be between 15,000-20,000 square feet housing 25 employees. There should be enough room for parking and 18 wheeler turn-around.

B. Qualifications

Eligible proposers will be those consultants, businesses, and institutions that have the following qualifications:

1. Knowledge of federal and State laws and regulations governing the services outlined in the scope of services.
2. Work with Fire Marshall to see that work complies with current fire code.
3. Vendor Pays all Permits
4. If tradesmen are required, all tradesmen must have appropriate State of CT licenses.
5. Work with Building Department regarding inspections and approval of plans.

C. Scope of Services

(See Scope of Services Attachment)

D. Agreement Period

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be 10 years with a 5 year extension at the City's option.

E. General Information

1. The City is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The City is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities.

2. Proposers must review and be prepared to sign, prior to the execution of any contract with the City, the items and any forms included in Attachment A. (Contract Compliance Packet)
3. All questions and communications about this request for Proposal and submission requirements must be directed to the City of Waterbury eProcurement website and must be received **by 2:00 PM on April 13, 2018**. Prospective proposers must limit their contact regarding this RFP to Mr. Orso or such other person otherwise designated by Mr. Orso. Responses to questions submitted by the above date or identified at any Information Session to be held in regard to this RFP, **along with any changes or amendments to this RFP**, will be available via the City of Waterbury eProcurement website **by April 17, 2018, 2:00 PM**. It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call Mr. Orso at (203) 574-6748.

F. Management

Any contract or purchase order resulting from this RFP will be managed by Linda Franzese, Director of Food Services.

G. Conditions

All those submitting proposals must be willing to adhere to the following conditions and must positively state this in the proposal:

1. All proposals in response to this RFP are to be the sole property of the City. Proposers are encouraged **not** to include in their proposals any information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.
2. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the City.
3. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.
4. The proposer agrees that the proposal will remain valid for a period of 90 days after the closing date for the submission and may be extended beyond that time by mutual agreement.
5. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City.

Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At his option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.

6. The proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City.
7. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have prior approval of the City prior to and during the agreement period.
8. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.
9. A proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the City to satisfactorily meet the requirements set forth or implied in the proposal.
10. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with Section G.5. of this RFP. While changes are not permitted, clarification of proposals may be required by the City at the proposer's sole cost and expense. The final price and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers.
11. The proposer may be required to give presentations to the extent necessary to satisfy the City's requirements or needs. In some cases, proposers may have to give presentations or further explanation to any RFP selection committee established by the City.
12. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the City participated directly in the proposer's proposal preparation.

13. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the requested format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.
14. The proposer must accept the City's standard agreement language. See Attachment B.
15. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.

H. Proposal Requirements & Required Format

One original (clearly identified as such) and 5 paper copies of the proposal, as well as a copy of the original proposal in pdf format on a CD or flash drive, must be received at the following address no later than **10:30 AM on April 24, 2018.**

Mr. Rocco Orso
Director of Purchasing
City of Waterbury
235 Grand Street
Waterbury, CT 06702

Proposals submitted must be bound, paginated, indexed and numbered consecutively. Proposers shall complete Attachment C addressed to Mr. Orso, which, in part, includes a statement by the proposer accepting all terms and conditions and requirements contained in the RFP, and which shall be signed by a duly authorized official of the organization submitting the proposal. Proposers shall also, as indicated in Attachment C, identify the name of a contact person, along with their telephone number, email address, if applicable, and address, who can be contacted for the purpose of clarifying the information contained in their response to this RFP. In addition to any other information required in Attachment C, proposers shall provide their firm's authorization and a request to any persons, firm, or corporation to furnish any information requested by the City of Waterbury in verification of the recitals included in its response to this RFP.

Proposals must set forth accurate and complete information for each of the items listed below. At the City's discretion, failure to do so could result in disqualification.

1. Proposer Information: Please provide the following information:
 - a. Firm Name
 - b. Permanent main office address
 - c. Date firm organized.
 - d. Legal Form of ownership. If a corporation, indicate where incorporated.
 - e. How many years have you been engaged in services you provide under your present name?
 - f. Names, titles, reporting relationships, and background and experience of the principal members of your organization, including officers.
2. Cost Schedule. Proposals shall include a price per square foot in accordance with this RFP, inclusive of all personnel and non-personnel expenses. This price should encompass the entire Scope of Services in this RFP. The City reserves the right to negotiate costs, scope of services.

The Cost Proposal shall be sealed in a separate envelope marked "Confidential: Cost Proposal".

Note: The City is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in prices.

5. Information Regarding: Failure to Complete Work, Default and Litigation.

Please respond to the following questions:

- a. Have you ever failed to complete any work awarded to you? If so, where and why?
 - b. Have you ever defaulted on a contract? If so, where and why?
 - c. Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe.
 - a. Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details.
 - b. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.
 - c. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.
 - d. Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware?
6. Exceptions and Alternatives. Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The City may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this Request for Proposals.

7. Additional Data. Any additional information which the proposer wishes to bring to the attention of the City that is relevant to this RFP.

I. Evaluation of Proposals; Selection Process

1. Selection Process

The City of Waterbury may elect to have the proposals evaluated by a committee as part of making a selection. If deemed necessary, the City reserves the right to arrange for onsite visits of proposed properties as part of the selection process.

J. Rights Reserved To The City

The City reserves the right to award in part, to reject any and all proposals in whole or in part for misrepresentation or if the proposer is in default of any prior City contract, or if the proposal limits or modifies any of the terms and conditions and/or specifications of the RFP. The City also reserves the right to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the City will be served.

K. Federal, State and Local Employment Requirements

Contractors, if applicable, shall be obligated to fully comply with the attached Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects, i.e. City of Waterbury Ordinances Chapter 34 ("Good Jobs Ordinance"), Federal Davis- Bacon Act, Federal American Recovery and Reinvestment Act of 2009, and the Housing and Urban Development Section 3 Clause, all as further specified in the attached City of Waterbury Contract form. Also attached hereto, is a full copy of the aforesaid City of Waterbury Ordinance, commonly referred to as the "Good Jobs Ordinance".

L. State Set-Aside Requirements

The contractor, if applicable, who is selected to perform this municipal public works project, funded in whole or part by the State, must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g, as amended. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities.

Forms can be found at

http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806.

ATTACHMENT A
CORPORATE RESOLUTION
CITY OF WATERBURY DISCLOSURE OF OUTSTANDING OBLIGATIONS
DEBARMENT FORM
ANNUAL STATEMENT OF FINANCIAL INTEREST

CORPORATE RESOLUTION

I, _____, hereby certify that I am the duly elected and acting Secretary of _____, a corporation organized and existing under the laws of the State of _____, do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the corporation duly held on the _____ day of _____, _____.

"It is hereby resolved that _____ is authorized to make, execute and approve, on behalf of this corporation, any and all contracts or amendments thereof".

And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said _____ corporation this _____ day of _____, 201__.

Secretary

f:\new electronic filing system\file management\transactional\administration-transactional\contract forms\contract supporting documents\corporate resolution.doc

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

- (a) "Contract" means any Public Contract as defined below.
- (b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.
- (c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.
- (d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of _____

SS.: _____

County of _____

_____, being first duly
sworn, deposes and says that:

1. I am the *owner, partner, officer, representative, agent or*
_____ of _____ (Contractor's Name), the
Contractor that has submitted the attached agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

_____ The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

_____ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

_____ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY

____ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1				
2				
3				
4				

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1				
2				
3				
4				

(b) The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized) :

Organization Name	Address	Type of Ownership
1		
2		
3		
4		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY

(25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	DOB	Stock %
1			
2			
3			
4			

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1				
2				
3				
4				

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1		
2		
3		
4		

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.

For Partnership/Sole Proprietor

In presence of:

 Witness

 Name of Partnership/Business

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY

By: _____
Name of General Partner/ Sole Proprietor

Address of Business

State of _____)
) SS.
County of _____)

being duly sworn,

Deposes and says that he/she is _____ of _____ and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this _____ day of _____ 201__.

(Notary Public)

My Commission Expires: _____

For Corporation

Witness

Name of Corporate Signatory

Address of Business

Affix
Corporate
Seal

By: _____
Name of Authorized Corporate Officer

Its: _____
Title _____

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY

State of _____)
) SS

County of _____)

_____ being duly sworn,

deposes and says that he/she is _____ of _____ and
that he/she answers to the foregoing questions and all statements therein are true and
correct.

Subscribed and sworn to before me this _____ day of _____ 201__.

(Notary Public)
My Commission Expires: _____

City of Waterbury Certification
Regarding
Debarment, Suspension, Ineligibility and Exclusion

If the transaction is Federally funded, in whole or in part (including pass through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes.

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal, State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended,

declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.

7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

- (1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.
- (2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

Full Legal Name and address of Recipient, Vendor, or Contractor:

Print Name and Title of Authorized Representative:

Signature of Authorized Representative:

Date: _____

c:\users\phueschlappdata\local\microsoft\windows\inetcache\content\outlook\b7v9krc\certification regarding debarment.doc

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 201__)
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City

☐

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

f:\new electronic filing system\file management\transaditional\administration- transactional\contract
forms\contract supporting documents\annual statement of financial interests.doc

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 201__)
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City

☐

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

f:\new electronic filing system\file management\transactional\administration- transactional\contract
forms\contract supporting documents\annual statement of financial interests.doc

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 201__)
Persons or Entities Conducting Business with the City

II. Financial Interest Disclosure
(Public Officials, Employees or Board and Commission Members with interest in
Person or Entity Conducting Business with the City)

No Officials, Employees or Board and Commission Members with
Financial Interest

☐

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

f:\new electronic filing system\file management\transactional\administration- transactional\contract
forms\contract supporting documents\annual statement of financial interests.doc

1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 39.101 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

(Name of Company, if applicable)

Signature of Individual (or Authorized Signatory)

Date

Print or Type Name and Title (if applicable)

DELIVERED

| By Mail

☐

Hand-Delivered

☐

f:\new electronic filing system\file management\transactional\administration- transactional\contract forms\contract supporting documents\annual statement of financial interests.doc

ATTACHMENT C

ROCCO ORSO
DIRECTOR OF PURCHASING
236 GRAND STREET
WATERBURY, CT 06702

The undersigned declares that the only persons or parties interested in this Proposal as principals are as stated; that the Proposal is made without any collusion with other persons, firms, or corporations; that Proposer has carefully examined the entire Request for Proposal; that Proposer has informed itself fully in regard to all conditions pertaining to the Work and the place where it is to be performed; and that with this representation, the undersigned makes this Proposal. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Proposal and Form are a part.

The undersigned agrees and covenants that the Contract Time shall commence on delivery of the City of Waterbury's written notice to proceed, which shall occur after contract execution by both parties.

The undersigned acknowledges receipt of addenda numbered: (insert date)

1 _____ 4 _____
2 _____ 5 _____
3 _____ 6 _____

All Work for this Project shall be performed at the Proposal Prices as described in the Proposal Documents.

The undersigned hereby certifies under the penalties of perjury that this Proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

Social Security Number
or Federal Identification Number

Signature of Individual or Corporate Name

Corporate Officer
(if applicable)

City notice of acceptance should be mailed, telegraphed or delivered to the undersigned Proposer at the following address:

Name _____

By: _____

(Title)

Business Address: _____

(City, State, Zip Code)

Phone: _____

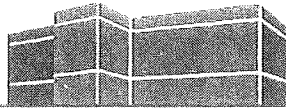
Date: _____

Note: If the Proposer is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

Scope of Service Attachment

The property owner will make sure the following are included prior to leasor occupying:

1. Snow Removal
2. Monitored security system
3. HVAC throughout leased space
4. Office space to fit need (Offices & Warehouse space)
5. Wiring for data and phones
6. Liability insurance
7. Electric service for large equipment (240 throughout)
8. Parking for 30 Cars and turnaround for large trucks
9. At least 2 loading docks
10. Generator or allow one to be installed on site
11. Easy access to highways
12. Triple Net
13. Warehouse space to fit needs
14. Certificate of Occupancy
15. Perminate renovations made at cost of leasor
16. Staff Restrooms (Handicapped accessible)



CORNERSTONE REALTY, INC.
YOUR FOUNDATION FOR BUILDING SUCCESS™

225 East Aurora St.
P.O. Box 151
Waterbury, CT 06708
p (203) 597-0400
f (203) 753-9617

April 23, 2018

Mr. Rocco Orso
Director of Purchasing
City of Waterbury
235 Grand Street
Waterbury, CT 06702

re: 562 Captain Neville Drive Lease Proposal – City of Waterbury – Food Service Operations

Dear Mr. Orso:

On behalf of 562 Connecticut LLC, we would like to make the following proposal to The City of Waterbury – Food Service Operations for leasing space at 562 Captain Neville Drive, Waterbury, CT and would welcome their tenancy in the building. We are prepared to adhere to the conditions outlined in the RFP other than as specifically stated below. The Premises description and business terms we are able to commit to are summarized below.

Location:

562 Captain Neville Drive
Waterbury, CT. Located in an IP Zone.
Located just off I-84, Exit 25A in the Capt. Neville Industrial Park on the Cheshire/Waterbury line. The building is partially leased to Pharmacal Inc., a local company that produces cleaning products, and High Time, Inc., a small third party distribution company primarily focused on a range of consumer products. The City of Waterbury would be the only other tenant in the building.

Ownership:

562 Connecticut LLC, a Limited Liability Company formed in Delaware, acquired the building in September, 2003. The LLC is locally owned and managed through an affiliate based in Waterbury having the address at 225 E Aurora Street, Waterbury, CT 06708. The owners have several buildings in this industrial park and a full time maintenance team overseeing the buildings.

Management:

The property is managed by Cornerstone Realty, Inc., an entity affiliated with the ownership. The management team is located in Waterbury - less than 10 minutes from the building. Ownership and management take great pride in their hands on approach to the management of its buildings. The Chairman of Cornerstone

Realty, Inc. is Jonathan Albert, a member of the Albert family having a 4 generation family metal recycling business based in Waterbury for over 120 years. Jeffrey McLellan is the President of Cornerstone Realty, Inc., a licensed attorney, having worked together with Jonathan in the real estate business for more than 25 years. Both Jonathan and Jeff reside locally.

LEASE TERMS:

Initial Lease term: A 10 year lease term commencing July 1, 2018, unless the tenant improvement work required takes longer, in which event the lease commencement will be upon substantial completion of the improvements. Tenant shall have early access to the Premises on or before June 1, 2018 so long as the early occupancy does not interfere with any of the improvement work committed to by Landlord. Tenant shall pay for NNN expenses and utilities during any early occupancy period.

Renewal Option: Tenant shall have one five year renewal option with 12 months prior written notice to Landlord under the same terms and conditions. Base Rent shall be the greater of the then market rent (the method of setting market rent to be outlined in the lease) or the last effective base rent adjusted by the inflation rate for the prior year.

Proposed Premises: Approximately 18,000 rentable square feet situated in the middle section of the building as shown in Exhibit A attached. The space shall be measured in accordance with BOMA standards as part of the final design and permitting by Landlord's architect. Approximately 4000 s.f. is currently built out as office. The balance is production space. Further information on the Premises include:

Base Rent: See Cost Proposal Section attached separately in sealed envelope

Tenant Improvements: The Landlord will complete the following Tenant Improvements at Landlord's sole cost and expense prior to lease commencement:

1. Demise the space to code and separate the electrical and gas service so Tenant has their own separate meters or sub-meters for separate billing based on Tenant's actual utility consumption.
2. Construct up to 2 loading docks with edge of dock levelers to

be situated as shown on Exhibit A. The size and location of the docks shall be determined based on Tenant's final layout of its operations and the pre-existing conditions of the building and at Landlord's reasonable discretion.

3. Construct bathrooms to code to accommodate shifts of 7 men and 15 women to be located within the Premises in Landlord's sole discretion.
4. All lights turned over in good working condition. 400 Amps at 480 volts of power, 3 phase, shall be allocated to the Premises.
5. Install a gas fired air rotation unit to heat the warehouse area.
6. Office area HVAC unit shall be turned over in good working condition to both heat and cool the existing office area.
7. All existing life safety to code shall be turned over in good working condition. The Premises will be turned over in compliance with ADA. Future compliance of the Premises shall be the obligation of the Tenant. Any modifications to the sprinkler system due to Tenant's specific use shall be at the cost of the Tenant.
8. The existing office layout after the demising wall is constructed shall be reviewed with Tenant expecting that the majority of the existing rooms and walls shall be able to accommodate Tenant's specific office needs. Landlord will paint and carpet/or install VCT flooring to the existing/final office layout as needed.
9. Landlord shall agree with Tenant on the location for the commercial kitchen and provide access to electric, water and drainage for the kitchen area. All equipment and connections and finishes for the kitchen shall be at Tenant's cost and expense.
10. Tenant shall be responsible to install its own data and phone in locations that are mutually satisfactory.
11. The building currently has an alarm but will require additional work to accommodate the needs of Tenant which shall be completed at Tenant's cost and expense.
12. Landlord and Tenant shall agree on a mutually satisfactory location for Tenant's installation of a generator to be provided and installed at Tenant's expense.

In all other respects, the Premises will be turned over in its "as-is" condition.

Maintenance:

Landlord is responsible for the repair and maintenance of structure and foundation and for the replacement of the roof. Repairs and maintenance to the roof and the exterior of the Building, including

windows and doors, and including paint, shall be included in CAM.

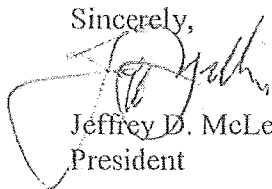
- Parking:** Landlord reserves the right to designate specific spaces within its discretion throughout the term of the lease. Tenant shall be provided parking spaces for cars and trucks in areas directly contiguous with the Premises to be occupied by Tenant and any other area that shall be mutually satisfactory to Landlord and Tenant which does not disrupt the traffic flow of any other tenants.
- Use:** Tenant shall use the Premises for food preparation and logistics. The details of production and the creation, storage and disposal of any environmental waste shall be discussed in more detail if negotiations progress.
- Signage:** To be agreed to the mutual satisfaction of both parties.
- Janitorial and Refuse:** Tenant is responsible for cleaning the Premises and removal of all refuse at its sole cost and expense.
- Life Safety:** Building is sprinklered and has a fire alarm system. The security alarm shall be turned over to Tenant in its as-is condition and Tenant has the ability to use this alarm at its own risk and cost.
- Phone and Data:** Tenant shall install its own phone and data at its own expense.
- Security Deposit:** To be discussed once Landlord is provided current financial information of the Tenant. A minimum of two months Rent is the standard deposit from a financially secure tenant.
- Electrical:** Building: 6000 Amps, 277/480 volts, 3 Phase
The Premises is separately metered. Tenant shall be billed based on its measured consumption with no mark up. Tenant shall be provided 400 Amps at 480 volts 3 phase at a minimum.
- Roof:** The rubber membrane roof is in excellent condition. Roof repair and maintenance is included in the CAM expenses. Roof replacement is a Landlord expense.
- Water:** Space is separately metered or sub-metered for water and Tenant will pay directly to the City of Waterbury based on its own consumption.
- Form of Lease:** Shall be based on Landlord's standard form of lease with

modifications that are negotiated to the parties mutual satisfaction.

This letter of intent proposal is not a binding agreement and is only intended to outline the terms and conditions under which Landlord and Tenant would be willing to negotiate a lease contract. Accordingly, this proposal is subject to a mutually satisfactory lease agreement signed and executed by both parties. Other than as outlined herein, Owner is willing to adhere to the "Conditions" set forth in Section G of the RFP.

We would be pleased to meet with the City of Waterbury in order to discuss in more detail this proposal and their space needs.

Sincerely,



Jeffrey D. McLellan
President

Page 6 – is COST PAGE – in separate envelope attached.

Cost Proposal Section

Base Rent:

Year 1: \$4.75 per s.f. NNN

Each lease year thereafter, the Base Rent will increase by 2% per year.

Tenant is also responsible for it's pro rata share of all operating expenses, insurance and real estate taxes. Current budgeted operating expenses and real estate taxes are approximately \$2.25 per s.f. per year and consist of the following:

Real estate taxes: \$1.20 per square foot.

Building Insurance: \$.11 cents per s.f.

Common Utilities: \$.05 cents per s.f.

Repair and Maintenance: \$.20 cents per s.f.

Landscaping and Snow Removal: \$.34 per s.f.

Other/Miscel: \$. 35 per s.f. including alarms, fire maintenance, mgmt. fees, admin etc.

Tenant's pro rata share is estimated to be 21.30% of the 84,924 s.f. total size of the building. (which shall be finalized once the final square footage of the Premises is calculated.) The lease shall be a full triple net lease.

Accordingly, the total Rent per S.F. in year 1 is \$7.00 per S.F. gross plus utilities or \$126,000 for the year, or \$10,500 per month.

Additional:

In addition to Base Rent outlined above, Tenant is also responsible for utilities, Tenant janitorial and rubbish removal. The planned new bathrooms will be allocated to Tenant for their exclusive use and are included in the leased premises and shall be tenant's responsibility to supply, clean and maintain.

Response to Section H(3) – Information Regarding Failure to Complete Work, Default and Litigation

The answer to each of the questions posted in Section 3 is “No.”

ATTACHMENT C

ROCCO ORSO
DIRECTOR OF PURCHASING
236 GRAND STREET
WATERBURY, CT 06702

The undersigned declares that the only persons or parties interested in this Proposal as principals are as stated; that the Proposal is made without any collusion with other persons, firms, or corporations; that Proposer has carefully examined the entire Request for Proposal; that Proposer has informed itself fully in regard to all conditions pertaining to the Work and the place where it is to be performed; and that with this representation, the undersigned makes this Proposal. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Proposal and Form are a part.

The undersigned agrees and covenants that the Contract Time shall commence on delivery of the City of Waterbury's written notice to proceed, which shall occur after contract execution by both parties.

The undersigned acknowledges receipt of addenda numbered: (insert date)

1 April 17, 2018 4 _____
2 _____ 5 _____
3 _____ 6 _____

All Work for this Project shall be performed at the Proposal Prices as described in the Proposal Documents.

The undersigned hereby certifies under the penalties of perjury that this Proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

20-0219224
Social Security Number
or Federal Identification Number

562 Captain Neville Drive Limited Partnership
Signature of Individual or Corporate Name

Jeffrey D. McLellan, President,
Corporate Officer (if applicable) Cumsters Realty Inc., Its General Partner

City notice of acceptance should be mailed, telegraphed or delivered to the undersigned Proposer at the following address:

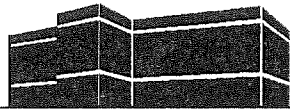
Name Jeffrey D. McLellan
By: President
(Title)
Business Address: 225 East Aurora Street
(City, State, Zip Code) Waterbury CT 06708
Phone: 203 597-0400 x 329
Date: 4/23/2018

DATE 4-24-18 10:30 A.M.
COMMODITY Ed - Lease Space for Food Service

DATE 4-24-18 10:30 A.M.

Operations

QUOTATION NUMBER	NAME OF VENDOR	DATE AND TIME
6102	Cornerstone Realty Inc	RCUD DIR PUKOI 16FPR22PM03:27



CORNERSTONE REALTY, INC.
YOUR FOUNDATION FOR BUILDING SUCCESS™

225 East Aurora St.
P.O. Box 151
Waterbury, CT 06708
p (203) 597-0400
f (203) 753-9617

April 23, 2018

Mr. Rocco Orso
Director of Purchasing
City of Waterbury
235 Grand Street
Waterbury, CT 06702

re: 562 Captain Neville Drive Lease Proposal – City of Waterbury – Food Service Operations

Dear Mr. Orso:

On behalf of 562 Connecticut LLC, we would like to make the following proposal to The City of Waterbury – Food Service Operations for leasing space at 562 Captain Neville Drive, Waterbury, CT and would welcome their tenancy in the building. We are prepared to adhere to the conditions outlined in the RFP other than as specifically stated below. The Premises description and business terms we are able to commit to are summarized below.

Location:

562 Captain Neville Drive
Waterbury, CT. Located in an IP Zone.
Located just off I-84, Exit 25A in the Capt. Neville Industrial Park on the Cheshire/Waterbury line. The building is partially leased to Pharmacal Inc., a local company that produces cleaning products, and High Time, Inc., a small third party distribution company primarily focused on a range of consumer products. The City of Waterbury would be the only other tenant in the building.

Ownership:

562 Connecticut LLC, a Limited Liability Company formed in Delaware, acquired the building in September, 2003. The LLC is locally owned and managed through an affiliate based in Waterbury having the address at 225 E Aurora Street, Waterbury, CT 06708. The owners have several buildings in this industrial park and a full time maintenance team overseeing the buildings.

Management:

The property is managed by Cornerstone Realty, Inc., an entity affiliated with the ownership. The management team is located in Waterbury - less than 10 minutes from the building. Ownership and management take great pride in their hands on approach to the management of its buildings. The Chairman of Cornerstone

Realty, Inc. is Jonathan Albert, a member of the Albert family having a 4 generation family metal recycling business based in Waterbury for over 120 years. Jeffrey McLellan is the President of Cornerstone Realty, Inc., a licensed attorney, having worked together with Jonathan in the real estate business for more than 25 years. Both Jonathan and Jeff reside locally.

LEASE TERMS:

Initial Lease term:

A 10 year lease term commencing July 1, 2018, unless the tenant improvement work required takes longer, in which event the lease commencement will be upon substantial completion of the improvements. Tenant shall have early access to the Premises on or before June 1, 2018 so long as the early occupancy does not interfere with any of the improvement work committed to by Landlord. Tenant shall pay for NNN expenses and utilities during any early occupancy period.

Renewal Option:

Tenant shall have one five year renewal option with 12 months prior written notice to Landlord under the same terms and conditions. Base Rent shall be the greater of the then market rent (the method of setting market rent to be outlined in the lease) or the last effective base rent adjusted by the inflation rate for the prior year.

Proposed Premises:

Approximately 18,000 rentable square feet situated in the middle section of the building as shown in Exhibit A attached. The space shall be measured in accordance with BOMA standards as part of the final design and permitting by Landlord's architect. Approximately 4000 s.f. is currently built out as office. The balance is production space. Further information on the Premises include:

Base Rent:

See Cost Proposal Section attached separately in sealed envelope

Tenant Improvements:

The Landlord will complete the following Tenant Improvements at Landlord's sole cost and expense prior to lease commencement:

1. Demise the space to code and separate the electrical and gas service so Tenant has their own separate meters or sub-meters for separate billing based on Tenant's actual utility consumption.
2. Construct up to 2 loading docks with edge of dock levelers to

be situated as shown on Exhibit A. The size and location of the docks shall be determined based on Tenant's final layout of its operations and the pre-existing conditions of the building and at Landlord's reasonable discretion.

3. Construct bathrooms to code to accommodate shifts of 7 men and 15 women to be located within the Premises in Landlord's sole discretion.
4. All lights turned over in good working condition. 400 Amps at 480 volts of power, 3 phase, shall be allocated to the Premises.
5. Install a gas fired air rotation unit to heat the warehouse area.
6. Office area HVAC unit shall be turned over in good working condition to both heat and cool the existing office area.
7. All existing life safety to code shall be turned over in good working condition. The Premises will be turned over in compliance with ADA. Future compliance of the Premises shall be the obligation of the Tenant. Any modifications to the sprinkler system due to Tenant's specific use shall be at the cost of the Tenant.
8. The existing office layout after the demising wall is constructed shall be reviewed with Tenant expecting that the majority of the existing rooms and walls shall be able to accommodate Tenant's specific office needs. Landlord will paint and carpet/or install VCT flooring to the existing/final office layout as needed.
9. Landlord shall agree with Tenant on the location for the commercial kitchen and provide access to electric, water and drainage for the kitchen area. All equipment and connections and finishes for the kitchen shall be at Tenant's cost and expense.
10. Tenant shall be responsible to install its own data and phone in locations that are mutually satisfactory.
11. The building currently has an alarm but will require additional work to accommodate the needs of Tenant which shall be completed at Tenant's cost and expense.
12. Landlord and Tenant shall agree on a mutually satisfactory location for Tenant's installation of a generator to be provided and installed at Tenant's expense.

In all other respects, the Premises will be turned over in its "as-is" condition.

Maintenance:

Landlord is responsible for the repair and maintenance of structure and foundation and for the replacement of the roof. Repairs and maintenance to the roof and the exterior of the Building, including

windows and doors, and including paint, shall be included in CAM.

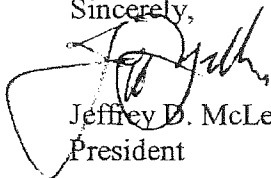
- Parking:** Landlord reserves the right to designate specific spaces within its discretion throughout the term of the lease. Tenant shall be provided parking spaces for cars and trucks in areas directly contiguous with the Premises to be occupied by Tenant and any other area that shall be mutually satisfactory to Landlord and Tenant which does not disrupt the traffic flow of any other tenants.
- Use:** Tenant shall use the Premises for food preparation and logistics. The details of production and the creation, storage and disposal of any environmental waste shall be discussed in more detail if negotiations progress.
- Signage:** To be agreed to the mutual satisfaction of both parties.
- Janitorial and Refuse:** Tenant is responsible for cleaning the Premises and removal of all refuse at its sole cost and expense.
- Life Safety:** Building is sprinklered and has a fire alarm system. The security alarm shall be turned over to Tenant in its as-is condition and Tenant has the ability to use this alarm at its own risk and cost.
- Phone and Data:** Tenant shall install its own phone and data at its own expense.
- Security Deposit:** To be discussed once Landlord is provided current financial information of the Tenant. A minimum of two months Rent is the standard deposit from a financially secure tenant.
- Electrical:** Building: 6000 Amps, 277/480 volts, 3 Phase
The Premises is separately metered. Tenant shall be billed based on its measured consumption with no mark up. Tenant shall be provided 400 Amps at 480 volts 3 phase at a minimum.
- Roof:** The rubber membrane roof is in excellent condition. Roof repair and maintenance is included in the CAM expenses. Roof replacement is a Landlord expense.
- Water:** Space is separately metered or sub-metered for water and Tenant will pay directly to the City of Waterbury based on its own consumption.
- Form of Lease:** Shall be based on Landlord's standard form of lease with

modifications that are negotiated to the parties mutual satisfaction.

This letter of intent proposal is not a binding agreement and is only intended to outline the terms and conditions under which Landlord and Tenant would be willing to negotiate a lease contract. Accordingly, this proposal is subject to a mutually satisfactory lease agreement signed and executed by both parties. Other than as outlined herein, Owner is willing to adhere to the "Conditions" set forth in Section G of the RFP.

We would be pleased to meet with the City of Waterbury in order to discuss in more detail this proposal and their space needs.

Sincerely,



Jeffrey D. McLellan
President

Page 6 – is COST PAGE – in separate envelope attached.

Cost Proposal Section

Base Rent:

Year 1: \$4.75 per s.f. NNN

Each lease year thereafter, the Base Rent will increase by 2% per year.

Tenant is also responsible for it's pro rata share of all operating expenses, insurance and real estate taxes. Current budgeted operating expenses and real estate taxes are approximately \$2.25 per s.f. per year and consist of the following:

Real estate taxes: \$1.20 per square foot.

Building Insurance: \$.11 cents per s.f.

Common Utilities: \$.05 cents per s.f.

Repair and Maintenance: \$.20 cents per s.f.

Landscaping and Snow Removal: \$.34 per s.f.

Other/Miscel: \$. 35 per s.f. including alarms, fire maintenance, mgmt. fees, admin etc.

Tenant's pro rata share is estimated to be 21.30% of the 84,924 s.f. total size of the building. (which shall be finalized once the final square footage of the Premises is calculated.) The lease shall be a full triple net lease.

Accordingly, the total Rent per S.F. in year 1 is \$7.00 per S.F. gross plus utilities or \$126,000 for the year, or \$10,500 per month.

Additional:

In addition to Base Rent outlined above, Tenant is also responsible for utilities, Tenant janitorial and rubbish removal. The planned new bathrooms will be allocated to Tenant for their exclusive use and are included in the leased premises and shall be tenant's responsibility to supply, clean and maintain.

Response to Section H(3) – Information Regarding Failure to Complete Work, Default and Litigation

The answer to each of the questions posted in Section 3 is “No.”

City of Waterbury Certification
Regarding
Debarment, Suspension, Ineligibility and Exclusion

If the transaction is Federally funded, in whole or in part (including pass through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes.

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal, State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended,

declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.

7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

- (1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.
- (2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

Full Legal Name and address of Recipient, Vendor, or Contractor:

562 Connecticut, LLC
225 E. Aurora St.
Waterbury CT 06720

Print Name and Title of Authorized Representative:

Eric Albert, V.P., AREV III, Inc.
Manager

Signature of Authorized Representative:

Date: 3/14/18

CORPORATE RESOLUTION

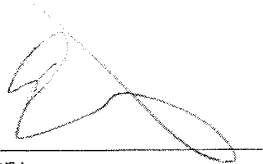
I, Eric Albert, hereby certify that I am the duly elected and acting Secretary of AREV III, Inc., a corporation organized and existing under the laws of the State of Connecticut, do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the corporation duly held on the 14th day of August, 2018.

Jonathan Albert, President, AREV III, Inc., Manager
ON BEHALF OF
"It is hereby resolved that 562 Connecticut, LLC is authorized to make, execute and approve, on behalf of this corporation, any and all contracts or amendments thereof".

And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said AREV III, Inc. corporation this 14th day of August, 2018.


Secretary

CITY OF WATERBURY

DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

- (a) "Contract" means any Public Contract as defined below.
- (b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.
- (c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.
- (d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of Connecticut

SS.: _____

County of New Haven

Eric Albert, being first duly sworn, deposes and says that:

1. I am the owner, partner, officer, representative, agent or AREV III Inc Manager of 302 Connecticut LLC (Contractor's Name), the Contractor that has submitted the attached agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

☒ The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

☐ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

☒ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury

CITY OF WATERBURY

DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

X Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 Jonathan Albert	President AREV III, Inc.	AREV III, Inc. Manager	Manager	6/25/61
2 Eric Albert	V.P. AREV III, Inc.	AREV III, Inc. Manager	Manager	9/17/59
3 Jeff McLellan	President Cornerstone	Cornerstone Realty, Inc.	Property Manager	5/12/61
4 Tim Mathewson	CFO	Cornerstone Realty, Inc.	Property Manager	6/26/61

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 Jonathan Albert	Chairman Cornerstone	500 Connecticut LLC	Landlord at	6/25/61
2 Jeff McLellan	President Cornerstone	500 Connecticut LLC	500 Capt. Newell Dr.	5/12/61
3 Eric Albert	President	Albert Brothers, Inc.	Scrap Metal	9/17/59
4				

(b) The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Organization Name	Address	Type of Ownership
1 None		
2		
3		
4		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five

CITY OF WATERBURY

DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

(25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	DOB	Stock %
1 562 Captain Nevill	Dr L.P. Member		100
2 Cornerstone Realty Inc.	General Partner		
3 Jonathan Albert	Chairman	6/25/61	100% of Cornerstone Realty, Inc.
4			

* No individual owns 25% or more of 562 Captain Nevill Drive Limited Partnership

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1 Jonathan Albert	Vo.P. Albert Bros.	Albert Bros. Inc.	225 E. Aurora St.	6/25/61
2 Jeff McLellan	President Cornerstone Realty, Inc.	Cornerstone Realty	225 E. Aurora	5/12/61
3 Eric Albert	President	Albert Bros. Inc.	225 E. Aurora	9/17/59
4				

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1 NONE		
2		
3		
4		

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.

For Partnership/Sole Proprietor

In presence of:

Witness

Name of Partnership/Business

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY

By: _____
Name of General Partner/ Sole Proprietor

Address of Business

State of _____)

) SS

County of _____)


_____ being duly sworn,

Deposes and says that he/she is _____ of _____ and that
he/she answers to the foregoing questions and all statements therein are true and
correct.

Subscribed and sworn to before me this _____ day of _____ 201__.

(Notary Public)
My Commission Expires: _____


For Corporation


Witness

AREV III Inc., Manager
562 Connecticut LLC
Name of Corporate Signatory

225 E. Aurora Street, Waterbury CT
Address of Business

Affix
Corporate
Seal

By: Eric Albert 
Name of Authorized Corporate Officer

Its: Secretary / V.P.
Title

CITY OF WATERBURY

DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY

State of Connecticut)

) SS

County of New Haven)

Eric Albert being duly sworn,

deposes and says that he/she is V.P. and Secretary of AREV III, Inc and
that he/she answers to the foregoing questions and all statements therein are true and
correct.

Subscribed and sworn to before me this 14th day of August 2018.

Kathy L. Simons
My Commission Expires: July 31, 2022 (Notary Public)

KATHY L. SIMONS
NOTARY PUBLIC
STATE OF CONNECTICUT
My Commission Expires July 31, 2022

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2018)
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders or Contracts with the City

A. Contracts

No Contracts with the City

☐

LEASE AT 500 Captain Neville Drive, Waterbury CT.
520 Cottage Street, LLC
(Service or Commodity Covered by Contract)

LEASE expires June 30, 2019
(Term of Contract)

Scrap Metal - Albert Bros. Inc.
(Service or Commodity Covered by Contract)

Expires April 15, 2019
(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 201~~8~~⁹)
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City

☐

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

CITY OF WATERBURY

ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 201⁸)

Persons or Entities Conducting Business with the City

II. Financial Interest Disclosure

(Public Officials, Employees or Board and Commission Members with interest in
Person or Entity Conducting Business with the City)

No Officials, Employees or Board and Commission Members with
Financial Interest



(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:

Self ☐ Spouse ☐ Joint ☐ Child ☐

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:

Self ☐ Spouse ☐ Joint ☐ Child ☐

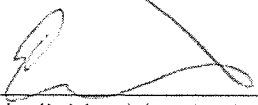
1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.065 and 39.101 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

562 Connecticut LLC
(Name of Company, if applicable)


Signature of Individual (or Authorized Signatory)

8/14/18
Date

ERIC ALBBAT, VP
Print or Type Name and Title (if applicable)

DELIVERED

| By Mail

☐

Hand-Delivered

☐