

RETURN DATE: OCTOBER 28, 2025 : **SUPERIOR COURT**
KLS ASSOCIATES, LLC : **J.D. HOUSING SESSION**
v. : **AT WATERBURY**
SLH CONNECTICUT, LLC : **SEPTEMBER 26, 2025**

COMPLAINT

FIRST COUNT (Breach of Lease)

1. The Plaintiff, KLS Associates, LLC ("Plaintiff") is a Connecticut limited liability company with a principal business address of 99 Brookside Road, Suite 1, Waterbury, Connecticut 06708.
2. The Defendant, SLH Connecticut, LLC ("Defendant") is a Connecticut limited liability company with a principal business address of 305 Hathaway Drive, Stratford, Connecticut 06615.
3. Plaintiff is the owner of approximately 3,000 square feet of commercial space located at 99 Brookside Road, Waterbury, Connecticut (the "Premises").
4. On or about September 27, 2023, Plaintiff and Defendant entered into a contract for the lease of the Premises ("Lease"). A copy of said lease is attached hereto as Exhibit A.
5. Pursuant to Article 2.04 of the Lease, the Commencement Date of the Lease was March 1, 2024 with a termination date February 28, 2029.
6. Pursuant to Article 2.04 of the Lease, Defendant agreed to a lease term of five (5) years with an initial monthly base rent of \$4,375.00 for years one (1), two (2) and three (3) with an escalation to \$4,506.25 for years four (4) and Five (5).
7. Pursuant to Article 14 of the Lease, Defendant agreed to pay its proportionate share of Real Estate Taxes for the Premises equaling \$6,000.00 per year.
8. Pursuant to Article 3.03 of the Lease, Defendant was to complete work necessary to permit Defendant to open for business, which included the construction of a bathroom and the replacement of the parking lot.
9. Defendant vacated the premises prior to the lease termination date, without permission from the Plaintiff in violation of the Lease.
10. Pursuant to Article 2.04 of the Lease, Defendant has failed to pay monthly base rent for the months of August 2025 to and including February 2029 and thus is indebted to the Plaintiff in the amount of \$191,275.00.

11. Pursuant to Article 14 of the Lease, Defendant has failed to pay to pay its proportionate share of Real Estate Taxes for the Premises for since the inception of the Lease and thus is indebted to the Plaintiff in the amount of \$31,000.00.
12. Pursuant to Article 3.03 of the Lease, Defendant has failed to complete the replacement of the parking lot, which will cost the Plaintiff \$56,000.00 to complete.
13. Pursuant to Article 3.03 of the Lease, Defendant dismantled the bathroom that was in the Premises prior to it taking possession and has failed to complete the construction of a new bathroom, which will cost the Plaintiff \$5,800.00 to construct.
14. As a result of Defendant's breaches of the Lease, Plaintiff has incurred court costs, expenses and reasonable attorney's fees and pursuant to Article 18.01 (f) of the Lease, Plaintiff is entitled to reimbursement of same.
15. Plaintiff has been damaged in the amount of \$284,075.00, plus court costs, expenses and reasonable attorney's fees.

WHEREFORE, the Plaintiff claims the following relief:

1. Money damages;
2. Interest;
3. Interest pursuant to Connecticut General Statutes §37-3a;
4. Attorney's Fees and Costs;
5. Costs; and,
6. Such other relief the Court may deem just and proper.

Dated at Waterbury, Connecticut, this 18th day of September 2025.

**PLAINTIFF,
KLS ASSOCIATES, LLC**

By:



**George G. Mowad II
Yamin & Grant, LLC
83 Bank Street
Waterbury, CT 06702
Telephone No.: (203) 574-5175
Juris No.: 418063
gmowad@yamingant.com**

RETURN DATE: OCTOBER 14, 2025 : SUPERIOR COURT
KLS ASSOCIATES, LLC : J.D. HOUSING SESSION
v. : AT WATERBURY
SLH CONNECTICUT, LLC : SEPTEMBER 18, 2025

STATEMENT OF DEMAND

The Plaintiff in the above-entitled action hereby states that the amount in demand is greater than \$15,000.00.

**PLAINTIFF,
KLS ASSOCIATES, LLC**

By:


George G. Mowad II
Yamin & Grant, LLC
83 Bank Street
Waterbury, CT 06702
Telephone No.: (203) 574-5175
Juris No.: 418063
gmowad@yamingrant.com

EXHIBIT A

AGREEMENT OF LEASE

KLS ASSOCIATES LLC

as Landlord

- and -

SLH CONNECTICUT LLC

as Tenant

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 DEFINITIONS.....	1
ARTICLE 2 DEMISE, TERM AND RENT.....	4
2.01 DEMISE.....	4
2.02 INITIAL TERM.....	4
2.03 EXTENSION OPTION.....	4
2.04 RENT.....	5
ARTICLE 3 DELIVERY	5
3.01 DELIVERY.....	5
3.02 LANDLORD’S WORK:	6
3.03 TENANT’S WORK:	6
ARTICLE 4	
USE.....	6
4.01 TENANT’S BUSINESS.....	6
4.02 PERMITS.....	6
ARTICLE 5 ASSIGNMENT AND SUBLETTING.....	7
ARTICLE 6 REQUIREMENTS OF LAW	9
6.01 COMPLIANCE.....	9
6.02 PROHIBITIONS.....	10
6.03 HAZARDOUS.....	10
ARTICLE 7 PROPERTY LOSS AND INDEMNIFICATION	11
7.01 LIMITATION OF LIABILITY.....	11
7.02 TENANT’S INDEMNIFICATION.....	11
ARTICLE 8 DESTRUCTION - FIRE AND OTHER CASUALTY	12
8.01 REPAIRS.....	12
8.02 TERMINATION.....	12
8.03 TENANT’S PROPERTY.....	13
ARTICLE 9 INSURANCE.....	13
9.01 LANDLORD’S INSURANCE.....	13
9.02 LIABILITY INSURANCE.....	14
9.03 WAIVER OF SUBROGATION.....	14
9.04 TENANT’S PROPERTY.....	14
9.05 FORMS OF THE POLICIES.....	15
ARTICLE 10 CONDEMNATION	15
10.01 TOTAL TAKING.....	15
10.02 PARTIAL TAKING.....	15
10.03 AWARD.....	16

ARTICLE 11 REPAIRS.....	16
11.01 LANDLORD’S REPAIRS	16
11.02 TENANT’S REPAIRS.	16
11.03 ABATEMENT.	17
ARTICLE 12 SERVICES	18
12.01 BUILDING SERVICES.	18
12.02 LIMITATION OF LIABILITIES.	18
ARTICLE 13 ALTERATIONS	18
13.01 REQUIREMENTS.....	18
13.02 PERMITS.....	19
13.03 VIOLATIONS.....	20
13.04 LABOR STRIFE.	20
13.05 RESTORATION/REMOVAL.....	20
ARTICLE 14 TAXES AND OPERATING EXPENSES	21
14.01 ADDITIONAL RENT.....	21
14.02 DEFINITIONS.	21
14.03 OPERATING EXPENSE STATEMENT.....	22
14.04 AUDIT.	23
ARTICLE 15 ELECTRIC ENERGY	23
15.01 ELECTRIC CHARGES.....	23
15.02 CAPACITY.	24
15.03 NO LIABILITY.	24
ARTICLE 16 SIGNS	24
ARTICLE 17 BROKER.....	24
ARTICLE 18 DEFAULT — CONDITIONS OF LIMITATION	24
18.01 EVENTS OF DEFAULT.	24
ARTICLE 19 SURRENDER	25
19.01 CONDITION OF PREMISES.	25
19.02 TENANT’S PROPERTY.....	26
19.03 SURVIVAL.	26
ARTICLE 20 ACCESS TO DEMISED PREMISES.....	26
20.01 LANDLORD’S RIGHTS.....	26
20.02 PORTIONS RESERVED.....	27
20.03 THIRD PARTY ACCESS.	27
20.04 NO EVICTION.	28
ARTICLE 21 WAIVERS	28
21.01 ORDER OF PAYMENT.....	28
21.02 TRIAL BY JURY.	28

21.03 COUNTERCLAIM.....	28
ARTICLE 22 NO SURRENDER, ETC.	28
22.01 DELIVERY OF KEYS, ETC.....	28
ARTICLE 23 CURING TENANT'S DEFAULTS.....	29
23.01 RIGHT TO CURE.	29
23.02 REIMBURSEMENT.....	29
ARTICLE 24 NOTICES	30
ARTICLE 25 SECURITY DEPOSIT	30
ARTICLE 26 NO REPRESENTATIONS-ENTIRE AGREEMENT	31
ARTICLE 27 CHANGES AND MODIFICATIONS	31
ARTICLE 28 SUCCESSORS AND ASSIGNS	31
ARTICLE 29 INABILITY TO PERFORM.....	32
ARTICLE 30 APPORTIONMENTS.....	32
ARTICLE 31 NOTICE OF ACCIDENTS	32
ARTICLE 32 RULES AND REGULATIONS.....	32
ARTICLE 33 CONSENTS.....	33
33.01 EXPRESS PROVISION.	33
33.02 CONSENT AND APPROVAL.....	33
33.03 REPRESENTATIVE OF PARTY.	33
ARTICLE 34 CORPORATE TENANT	33
ARTICLE 35 NO OFFER TO LEASE.....	34
ARTICLE 36 QUIET ENJOYMENT	34
ARTICLE 37 GOVERNING LAW; SEVERABILITY; CAPTIONS; MISCELLANEOUS	34
ARTICLE 38 HOLDOVER.....	34
ARTICLE 39 MISCELLANEOUS	35
SIGNATURE PAGE.....	38

This Agreement of Lease ("Lease") dated the 27th of September, 2023 between **KLS ASSOCIATES LLC**, a Connecticut limited liability company (herein called "Landlord"), and **SLH CONNECTICUT LLC**, a Connecticut limited liability company, having an address at 1401 Creekwood Pkwy, Columbia MO 65202 (herein called "Tenant").

WITNESSETH:

Landlord and Tenant hereby covenant and agree as follows:

**ARTICLE 1
DEFINITIONS**

As used in this Lease, the following terms have the meanings set forth below:

Additional Rent: All sums of money other than Base Rent as shall become due and payable by Tenant in connection with this Lease, including but not limited to the amounts set forth in Article 16 and Article 17. Landlord shall have the same remedies for a default in the payment of Additional Rent as for a default in the payment of Base Rent.

Alterations: As defined in Section 13.01.

Applicable Law: All laws, statutes and ordinances (including building codes and zoning ordinances) and the orders, rules, regulations, directives and requirements of all federal, state, county, city and borough departments, bureaus, boards, agencies, offices, commissions and other subdivisions thereof, or of any official thereof, or of any other governmental, public or quasi-public authority, whether now or hereafter in force, which are or become, or purport to be, applicable to the Property, the Building or the Demised Premises or any part thereof or the sidewalks, curbs or areas adjacent thereto and all requirements, obligations and conditions of all instruments of record affecting the Property or the Demised Premises or any part thereof on the date of this Lease or to which this Lease is or becomes subordinate.

Base Rent: As defined in Section 2.04.

Building: The premises known as and by street address 99 Brookside Rd., Waterbury, Connecticut, 06708.

Business Days: Any dates which are neither a Saturday, Sunday nor a federal or state legal holiday so long as such holidays are also recognized as legal holidays.

Commencement Date: As defined in Section 2.02.

Common Areas: All portions of the Property from time to time not intended as rentable area, including, without limitation the parking area appurtenant to the Building.

Demised Premises: Approximately 3,000 sq. ft. located at 99 Brookside Rd., Waterbury, Connecticut, 06708, as outlined on the floor plan annexed hereto as Exhibit A, and a non-exclusive license to use, subject to the terms hereof, all public areas of the Building and Property designated by Landlord for ingress and egress and all other Common Areas on the Property.

Expiration Date: As defined in Section 2.02.

Force Majeure: Any and all causes beyond the reasonable control of Landlord or Tenant, as the case may be, including delays caused by governmental restrictions, regulations or controls (including energy and water conservation measures), labor disputes, accidents (other than those resulting from Tenant's or Landlord's negligence, or breach of their respective obligations hereunder), mechanical breakdown, shortages or inability to obtain labor, fuel, steam, water, electricity or materials, acts of God, enemy action, civil commotion, fire or other casualty, all of which cannot be cured by payment.

Initial Term: As defined in Section 2.02.

Insurance Expense: As defined in Section 14.02.

Insurance Requirements: All present and future requirements of any insurance policy covering or applicable to all or any part of the Property, the Building or the Demised Premises or the use thereof that are generally found in such policies, all requirements of any administrative body governing the underwriting standards of insurance companies issuing policies within the State of Connecticut and having jurisdiction over all or any portion of the Property, the Building or the Demised Premises. Landlord covenants to provide written copies of such requirements to Tenant and reference to Insurance Requirements in this Lease shall only refer to written copies actually delivered to Tenant.

Landlord: Only the owner at the time in question of the Building or of a lease of the Building, so that in the event of any transfer of title to the Building or in the event of the making of a lease of all or substantially all of the Building, or in the event of a sale or transfer of the leasehold estate under such lease and after written notice to Tenant of the transferee's assumption of the transferor's rights and obligations, the transferor shall be and hereby is relieved and freed of all obligations of Landlord under this Lease accruing after such transfer, provided that such transferee has assumed and agreed to perform and observe all obligations of Landlord herein during the period it is the holder of Landlord's interest under this Lease.

Landlord's Agents: The agents, contractors and employees of Landlord, including but not limited to the Managing Agent.

Landlord's Work: As defined in Section 3.02.

Lease Year: For the first Lease Year, that period of time commencing upon the Commencement Date continuing until last day of the twelfth full month of the Initial Term (i.e. if the Commencement Date is October 1, 2023 the first Lease year shall run through September 30, 2024 or each other Lease Year the Lease Year will run from the last date of the prior Lease Year for a period of twelve months.

Operating Expenses: As defined in Section 14.02.

Operational Year: That period of time initially equal to the first twelve (12) months following the Commencement Date.

Person: Any natural person or persons, a partnership, a corporation, and any other form of business or legal association or entity.

Property: All of the land (which land is more particularly described on Exhibit A attached hereto) and improvements thereon owned or ground leased by Landlord and comprising the project, including, but not limited to, the Building. The foregoing shall include, in addition, any other parcels of land or improvements or any facility serving the project and made available by easement, agreement or otherwise. Landlord reserves the right to add or sever the ownership or right of use to any portion of the Property at any time whereupon the portion so added or severed shall be included or excluded, as the case may be, from the Property for purposes of this Lease; provided that, any such act shall not deem the Demised Premises to be Untenantable and if further Landlord changes the location or arrangement of the parking area, Landlord shall provide Tenant no less than the number of parking spaces required to be provided herein at a location within a reasonable distance from the Demised Premises and at no charge to Tenant.

Real Estate Taxes: As defined in Section 14.02.

Real Estate Tax Base: As defined in Section 14.02.

Regulations: As defined in Section 6.01.

Renewal Term: As defined in Section 2.03.

Rent Commencement Date: As defined in Section 2.03.

Repair: Repair, restoration and/or replacement as may be necessary to achieve and maintain good working order and condition.

Tax Year: As defined in Section 14.02.

Tenant: The Tenant herein named or any assignee or successor in interest (whether immediate or remote) of the Tenant herein named, which at the time in question is the owner of the Tenant's estate and interest granted by this Lease; but the foregoing shall not be construed to permit any assignment of this Lease or to relieve the Tenant herein named or any assignee or other successor in interest (whether immediate or remote) of the Tenant herein named from the full and prompt payment, performance, and observance of the covenants, obligations and conditions to be paid, performed and observed by Tenant under this Lease except as and to the extent expressly permitted hereunder.

Tenant's Agents: The officers, employees, servants, contractors, licensees, concessionaires, invitees and agents of Tenant.

Tenant's Projected Share: As defined in Section 14.02.

Tenant's Property: The furniture and furnishings of Tenant and the following which are furnished and installed by or for Tenant, including but not limited to: movable partitions, chandeliers and other hanging, standing or projecting special lighting fixtures, special cabinet work, other business and trade fixtures, business machines, business equipment and

communications equipment, whether or not attached to or built into the Demised Premises and which can be removed without permanent structural damage to, or permanent defacement of, the Building.

Tenant's Visitors: Tenant's agents, servants, employees, subtenants, contractors, invitees, licensees and all other persons invited by Tenant onto the Property and/or into the Demised Premises as guests or doing lawful business with Tenant.

Tenant's Work: As defined in Section 3.03.

Term: The Initial Term and the Renewal Term.

Untenantable: A condition resulting in Tenant being unable to use or have access to, and actually not using or having access to, all or a substantial portion of the Demised Premises for the normal conduct of its business.

ARTICLE 2 DEMISE, TERM AND RENT

2.01 Demise.

Landlord hereby leases to Tenant, and Tenant hereby hires from Landlord, upon and subject to the terms, covenants, provisions and conditions of this Lease, the Demised Premises as shown on the floor plan attached hereto as Exhibit A, together with the non-exclusive right of ingress and egress to and from the Building and use of the Common Areas in common with others.

2.02 Initial Term.

(a) The Initial Term of this Lease (herein called the "Initial Term") (i) shall commence on the date that a fully executed copy of this Lease is delivered to Tenant, (herein called the "Effective Date"), and (ii) shall end on the last date of the sixtieth (60th) full calendar month following the Effective Date (herein called the "Expiration Date"), or on such earlier date upon which the Initial Term shall expire or be cancelled or terminated pursuant to any of the conditions or covenants of this Lease or pursuant to law.

(b) Notwithstanding section (a), Tenant shall have the right to terminate this Lease if it is unable to obtain all permits, variances and governmental approvals from the City of Waterbury for the lawful construction and operation of a marijuana dispensary within ninety (90) days of the Effective Date ("Due Diligence Period"). Tenant shall promptly, diligently and continuously pursue the issuance of such permits, variances and governmental approvals from the City of Stamford including but not limited to submitting all necessary documents to obtain said permits, variances and governmental approvals.

2.03 Renewal Option.

Subject to each and every one of the following contingencies, Tenant shall have the option to extend the Initial Term up to three (3) times for additional terms of five (5) years each (the extended Initial Term shall be referred to as the "Renewal Term"):

(i) This Lease is in full force and effect and Tenant is occupying the Premises,

(ii) Tenant, at the time of exercise of this option and as of the end of the Initial Term (i) is not in default with respect to any terms, covenants or conditions of this Lease, and (ii) has cured any past defaults.

(iii) Tenant shall have furnished written notice of its intent to renew to Landlord no later than one hundred and twenty (120) days before end of the Initial Term or any Renewal Term, time being of the essence.

During the Renewal Term, the terms of this Lease shall remain unchanged except that the annual Base Rent during the Renewal Term shall be as set forth in Section 2.04 below.

2.04 Rent.

(a) The Rent Commencement Date shall be the date that falls on the earlier of (i) one hundred and twenty (120) days after the City of Waterbury approves tenant's proposed use of the Demised Premises and (ii) the date Tenant receives a certificate of occupancy for the Demised Premises (the "Commencement Date"). The rents reserved under this Lease, which shall be payable throughout the Term commencing on the Rent Commencement Date, shall be and consist of base rent (herein called "Base Rent"), at the rate set forth as follows:

<u>Period</u>	<u>Annual Base Rent</u>	<u>Monthly Base Rent</u>
Lease Year 1 – 3:	\$52,500.00	\$4,375.00
Lease Year 4 – 5:	\$54,075.00	\$4,506.25
Lease Year 6 - 10:	\$61,104.75	\$5,092.06
Lease Year 11 - 15:	\$70,270.46	\$5,855.87
Lease Year 16 - 20:	\$80,811.03	\$6,734.25

(b) The amounts as specified under Article 14, Additional Rent (as defined in Article 1), shall be paid by Tenant commencing on the Rent Commencement Date.

(c) All Base Rent and Additional Rent shall be paid in lawful money of the United States to Landlord at the office of the Managing Agent, or to such other person and/or at such other place as Landlord may designate by notice to Tenant (Base Rent and Additional Rent are herein collectively called "Rent").

ARTICLE 3 DELIVERY

3.01 Delivery.

On the Commencement Date, subject only to the express obligations and representations of Landlord as may be specified in this Lease, Landlord shall deliver the Demised Premises to Tenant subject to no other tenancies and Tenant shall accept the Demised Premises in "AS IS" condition. Prior to Tenant's taking possession of the Demised Premises, Landlord or its designee and Tenant will walk the Demised Premises for the purpose of reviewing the condition

of the Demised Premises. Tenant shall also have access to all utilities serving the Demised Premises.

3.02 Landlord's Work:

The Landlord shall complete demolition of the existing Demised Premises in order to create a broom clean "Vanilla Box" space ready for Tenant's construction work.

3.03 Tenant's Work:

The Tenant shall perform any work required to permit Tenant to open the Premises for business ("**Tenant's Work**"). Prior to beginning Tenant's Work, Tenant shall, if required by law, obtain appropriate performance and payment bonds covering the labor and materials required to complete Tenant's Work. Tenant covenants and represents that Tenant's Work shall be completed in a good and workmanlike manner and in compliance with all applicable legal requirements. Tenant may undertake Tenant's Work simultaneously with Landlord's undertaking of the Landlord's Work, provided that Tenant shall schedule Tenant's Work not to interfere with Landlord's Work. Prior to commencing any of Tenant's Work, Tenant shall submit plans for Tenant's Work to Landlord for Landlord's review and approval which approval shall not be unreasonably withheld, conditioned or delayed. Upon receipt of Landlord's written approval, Tenant shall submit said plans to the appropriate departments of the City of Waterbury in order to seek permits for the completion of same.

ARTICLE 4 USE

4.01 Tenant's Business.

Tenant shall use and occupy the Demised Premises for use as a marijuana retail location and for no other purpose.

4.02 Permits.

If any governmental license is required for the proper and lawful conduct of Tenant's business in the Demised Premises, or any part thereof, Tenant, at its expense, shall duly procure and thereafter maintain such license or permit and submit the same to inspection of Landlord. Tenant shall at all times comply with the terms and conditions of each such license or permit.

4.03 Restrictions.

Tenant shall not at any time use or occupy, or suffer or permit anyone to use or occupy, the Demised Premises, or do anything to be done in the Demised Premises, in any manner (a) which violates the certificate of occupancy for the Demised Premises or for the Building; (b) which causes or is liable to cause injury to the Building or any equipment, facilities or systems therein; (c) which constitutes a violation of Applicable Law or the Insurance Requirements; (d) which materially impairs the character, reputation or appearance of the Building as a first-class

office building; and (e) which impairs the proper and economic maintenance, operation and repair of the Building and/or its equipment, facilities or systems; or (f) which unreasonably annoys or inconveniences other tenants or occupants of the Building. Landlord represents and warrants to Tenant that use of the Demised Premises for general office purposes is permitted under the certificate of occupancy for the Demised Premises and the Building, and under Applicable Law and the Insurance Requirements.

ARTICLE 5 ASSIGNMENT AND SUBLETTING

5.01 Consent Required. Tenant covenants and agrees that neither this Lease, nor the estate hereby granted, nor the interest of Tenant in any sublease or the rentals thereunder, shall be assigned, mortgaged, pledged, encumbered or otherwise transferred by Tenant, the Tenant's legal representatives, or successors in interest by operation of law or otherwise, and that neither the Demised Premises nor any part thereof shall be encumbered in any manner by reason of any act or omission on the part of Tenant, or shall be sublet, or offered or advertised for subletting, or be used or occupied or permitted to be used or occupied or utilized for desk space, or for mailing privileges, by anyone other than Tenant, except as and subject to the conditions expressly provided in the following Sections of this Article or as expressly consented to in writing by Landlord, which consent Landlord shall not unreasonably withhold, condition or delay as provided hereinbelow.

5.02 Collection of Rent, etc. If this Lease be assigned, whether or not in violation of the provisions of this Lease, Landlord may collect rent from the assignee. If the Demised Premises or any part thereof be sublet or used or occupied by anyone other than Tenant, whether or not in violation of this Lease, Landlord may, after default by Tenant, collect Rent from the subtenant or occupant. In either event, Landlord shall apply the net amount collected to Rent, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of any of the provisions of Section 5.01, or the acceptance of the assignee, subtenant or occupant as tenant, or a release of Tenant from the further performance by Tenant of Tenant's obligations under this Lease. The consent by Landlord to an assignment, mortgaging, pledging, encumbering, transfer, use, occupancy or subletting pursuant to any provision of this Lease shall not in any way be considered to relieve Tenant from obtaining the express consent of Landlord to any other or further assignment, mortgaging, pledging, encumbering, transfer, use, occupancy or subletting. The listing of any name other than that of Tenant on any door of the Demised Premises or on any directory or in any elevator in the Building, or otherwise, shall not operate to vest in the person so named any right or interest in this Lease or in the Demised Premises, or be deemed to constitute, or serve as a substitute for, or any waiver of, any prior consent of Landlord required under this Article.

5.03 Successor and Related Entities. Notwithstanding anything in this Lease to the contrary, Tenant may upon written notice to Landlord sublet all or any part of the Demised Premises to any subsidiary or business entity which shall control, be controlled by, or be under common control with, Tenant, any entity resulting from a merger or consolidation with Tenant, or any entity succeeding to the entire business and assets of Tenant (herein called a "Related Entity"); provided, however that the original Tenant shall remain liable in all circumstances and any assignee shall assume all obligations of the Lease in writing and subject to Landlord's consent which consent shall not be unreasonably withheld, conditioned or delayed.

5.04 Landlord's Consent Required/Recapture Rights. Except as provided in Section 5.03, if Tenant shall at any time or times during the Term desire to assign this Lease or sublet all or part of the Demised Premises, Tenant shall give notice thereof to Landlord, which notice shall be accompanied by (a) a conformed or photo static copy of the proposed assignment or sublease or a letter of intent describing the material terms of such proposed sublet or assignment, the effective or commencement date of which shall be at least fifteen (15) days after the giving of such notice, (b) a statement setting forth in reasonable detail the identity of the proposed assignee or subtenant, the nature of its business and its proposed use of the Demised Premises, and (c) current financial information with respect to the proposed assignee or subtenant, including without limitation, its most recent financial report. Upon Tenant offering all of the Demised Premises for sublease for the remainder of the Term, Landlord shall have the right to recapture the Demised Premises. Landlord may exercise such recapture right by delivering written notice to Tenant within thirty (30) days of receipt of Tenant's notice of its intent to offer the Demised Premises for sublet. In the event that Landlord exercises such right to recapture after Tenant has procured a subtenant under the same terms and conditions as set forth in this Lease (except that the rental amounts may be greater), then Landlord shall reimburse Tenant for its out of pocket expenses for subletting the Demised Premises.

5.05 Consent Not Unreasonably Withheld Provided that a continuing Event of Default of Tenant's obligations under this Lease does not exist, then Landlord's consent (which must be in writing and in form satisfactory to Landlord) to the proposed assignment or sublease shall not be unreasonably withheld, provided that the following conditions are complied with:

(a) Tenant shall have given Landlord notice in accordance with the provisions of Section 5.04 and Landlord shall not have exercised any of its options thereunder within the time permitted therefor;

(b) In Landlord's reasonable judgment the proposed assignee or subtenant is engaged in a business and the Demised Premises, or the relevant part thereof, will be used in a manner which (i) is in keeping with the then standards of the Building, (ii) is limited to the use expressly permitted under Section 4.01 and (iii) will not cause an undue amount of traffic in the Building or impose any additional burden upon Landlord in the operation of the Building or providing services and utilities;

(c) The proposed assignee or subtenant is a reputable person or company of good character and with sufficient financial worth considering the responsibility involved, the Landlord has been furnished with reasonable proof thereof;

(d) Neither (i) the proposed assignee or sublessee nor (ii) any person which, directly or indirectly, controls, is controlled by, or is under common control with, the proposed assignee or sublessee, is then an occupant of any part of the Building or the Property;

(e) The proposed assignee or sublessee is not a person with whom Landlord is then negotiating to lease space in the Building or the Property and is not a tenant or subtenant of the Buildings;

(f) The form of the proposed sublease shall be satisfactory to Landlord and shall comply with the applicable provisions of this Article and a fully-executed copy shall be delivered to Landlord;

(g) Tenant shall reimburse Landlord on demand for any reasonable costs that may be incurred by Landlord in connection with said assignment or sublease, including, without limitation, the cost of making investigations as to the acceptability of the proposed assignee or subtenant and reasonable legal fees incurred in connection with the granting of any requested consent;

(h) Tenant shall not have advertised or publicized in any way the availability of the Demised Premises or any portion thereof without prior notice to and reasonable approval by Landlord.

5.06 Tenant Remains Liable. Notwithstanding any assignment or sublet (to Landlord or any third party) and/or acceptance of Rent by Landlord from any party other than Tenant, Tenant shall and will remain fully liable for the payment of Base Rent and Additional Rent due and to become due hereunder and for the performance of all the covenants, agreements, terms, provisions and conditions contained in this Lease on the part of Tenant to be performed, and all acts and omissions of any assignee, licensee or subtenant or anyone claiming under or through any such party which shall be in violation of any of the obligations of this Lease, and any such violation shall be deemed to be a violation by Tenant and any guarantor of this Lease shall remain fully liable under this Lease and any such guaranty. Tenant further agrees that notwithstanding any such subletting, no other and further subletting of the Demised Premises or any part thereof by Tenant or any person claiming through or under Tenant shall or will be made except upon compliance with and subject to the provisions of this Article. If Landlord shall decline to give its consent to any proposed assignment or sublease, Tenant shall indemnify, defend and hold harmless Landlord against and from any and all loss, liability, damages, costs and expenses (including reasonable counsel fees) resulting from any claims that may be made against Landlord by the proposed assignee or sublessee or by any brokers or other persons claiming a commission or similar in connection with the proposed assignment or sublease.

5.07 Compliance. In the event that Tenant fails to execute and deliver the assignment or sublease to which Landlord consented within forty-five (45) days after the giving of such consent, then, Tenant shall again comply with all of the provisions and conditions of Section 5.04 before assigning this Lease or subletting the Demised Premises.

ARTICLE 6 REQUIREMENTS OF LAW

6.01 Compliance.

Landlord warrants that the Demised Premises and the Common Areas of the Building are in compliance with all Applicable Laws (including, without limitation, all applicable environmental, zoning laws and ordinances), and no violations currently exist. From and after the Commencement Date and at all times thereafter throughout the Term, Tenant, at Tenant's sole cost and expense, shall promptly comply with all Applicable Laws and Insurance Requirements

(collectively, "Regulations") with respect to the Demised Premises or the use or occupancy thereof, except that nothing herein shall require Tenant to make structural repairs or alterations unless required as a result of Tenant's manner of use of, or construction of any improvements or alterations in, the Demised Premises or the Building.

6.02 Prohibitions.

Tenant shall not do or permit any act or thing to be done in or to the Demised Premises which is contrary to Applicable Laws or which will invalidate or be in conflict with public liability, fire or other policies of insurance at any time carried by or for the benefit of Landlord with respect to the Demised Premises or the Building or which shall or reasonably could subject Landlord to any liability or responsibility to any person or for property damage, nor shall Tenant keep anything in the Demised Premises except as now or hereafter permitted by Applicable Law and any insurance requirements, and then only in such manner and such quantity so as not to increase the rate for fire insurance applicable to the Building, nor use the Demised Premises in a wrongful manner which will increase the insurance rate for the Building or any property located therein over that in effect prior to the commencement of Tenant's occupancy. Tenant shall pay all costs, expenses, fines, penalties or damages which may be imposed upon Landlord by reason of Tenant's failure to comply with the provisions of this Article and if by reason of Tenant's failure to comply with the provisions of this Article the fire insurance rate shall, at the beginning of this Lease or at any time during the Term thereafter, be higher than it otherwise would be, then Tenant shall reimburse Landlord, as Additional Rent hereunder, for that portion of all fire insurance premiums thereafter paid by Landlord which shall have been charged because of such failure by Tenant, and shall make such reimbursement upon the first day of the month following such outlay by Landlord.

6.03 Hazardous Substances.

(a) Tenant shall not cause or permit any Hazardous Substance to be used, stored, generated or disposed of on or in the Demised Premises, the Building or the Property by Tenant, Tenant's agents, employees, contractors or invitees ("Tenant's Agents") without first obtaining Landlord's written consent; provided, however, that Tenant may, within the Demised Premises, use usual quantities of such cleaning products and other materials that are commonly used in normal office environments so long as Tenant complies with all Applicable Laws and the Insurance Requirements, and provided further, that the foregoing shall in no way limit Tenant's indemnification obligations pursuant to this Lease. Tenant shall have no liability for any Hazardous Substance that is present in the Demised Premises or the Building on the Commencement Date or otherwise not brought on to the Demised Premises and/or Building by Tenant and/or Tenant's Agents, and Tenant shall have no obligation to make any repairs, Alterations or improvements to correct any such presently existing Hazardous Substance(s). Tenant shall indemnify and hold harmless the Landlord from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, a decrease in value of the Demised Premises, the Building or the Property, damages due to loss or restriction of rentable or usable space, or any damages due to adverse impact on marketing of the space, and any and all sums paid for settlement of claims, attorneys' fees, consultant and expert fees) arising as a result of a breach of this Section 6.03, unless caused by the gross negligence or willful and wanton misconduct of Landlord.

(b) Landlord hereby warrants and represents that, to the best of its knowledge, as of the Commencement Date, no Hazardous Substances shall be present upon the Demised Premises, Building or Property. Landlord hereby represents that it is currently unaware of any violations of Applicable Law in respect of any Hazardous Substances in or about the Demised Premises, Building, or Property. If on the Commencement Date, any such Hazardous Substance, in violation of Applicable Law, shall be present in or about the Demised Premises, upon receiving written notice of same, Landlord shall promptly and diligently cure, remediate and remove any Hazardous Substances present in the Demised Premises. Moreover, if with respect to the Property or the Building a violation of Applicable Law relating to Hazardous Substances shall occur for which the Tenant is not responsible, as provided for in Section 6.03(a); the Landlord shall promptly and diligently remediate and remove the Hazardous Substances to the extent same are in violation of Applicable Law.

(c) As used herein, "Hazardous Substance" means any substance which is toxic, ignitable, reactive or corrosive and which is now or at any time in the future regulated by any local government, the State of Connecticut or the United States government. "Hazardous Substance" includes any and all material or substances which are now or may be in the future designated or defined as "hazardous waste", "extremely hazardous waste" or a "hazardous substance" pursuant to state, federal or local governmental law. "Hazardous Substance" includes, but is not restricted to, asbestos, polychlorinated biphenyls and petroleum.

ARTICLE 7

PROPERTY LOSS AND INDEMNIFICATION

7.01 Limitation of Liability.

Landlord or Landlord's Agents shall not be liable for any damage to property of Tenant or of others entrusted to employees of the Building, nor for loss of or damage to any property of Tenant by theft or otherwise, nor for injury or damage to persons or property resulting from any cause of whatsoever nature, unless caused by or due to the gross negligence or willful misconduct of Landlord or Landlord's Agents, nor shall Landlord or Landlord's Agents be liable for any such damage caused by other tenants or persons in, upon or about the Building or caused by operations in construction of any private, public or quasi-public work, unless caused by or due to the gross negligence or willful misconduct of Landlord or Landlord's Agents.

7.02 Tenant's Indemnification.

Tenant shall indemnify and hold harmless Landlord and Landlord's Agents from and against any and all claims arising from or in connection with (a) the conduct or management of the Demised Premises by Tenant or Tenant's Agents or of any business conducted therein, or any work or thing whatsoever done, or any condition created (other than by Landlord or Landlord's Agents) in or about the Demised Premises during the Term or during the period of time, if any, prior to the Commencement Date that Tenant may have been given access to the Demised Premises; (b) any act, omission or negligence of Tenant, Tenant's Agents or any subtenants or licensees or their partners, officers, agents, employees or contractors; (c) any accident, injury or damage whatever (unless caused by Landlord or Landlord's Agents' negligence or willful misconduct) occurring in, at or upon the Demised Premises; and (d) any breach or default by

Tenant in the full and prompt payment and performance of Tenant's obligations under this Lease; together with all reasonable costs, expenses and liabilities incurred in or in connection with each such claim or action or proceeding brought thereon, including, without limitation, all reasonable attorneys' fees and expenses. In case any action or proceeding is brought against Landlord or Landlord's Agents by reason of any such claim, Tenant, upon notice from Landlord, shall resist and defend such action or proceeding (by counsel reasonably satisfactory to Landlord) and Landlord shall reasonably cooperate with such defense.

ARTICLE 8 DESTRUCTION - FIRE AND OTHER CASUALTY

8.01 Repairs.

If the Demised Premises shall be damaged by fire or other casualty, Tenant shall give immediate notice thereof to Landlord (unless such damage is reasonably apparent, in which case no notice shall be required) and this Lease shall continue in full force and effect except as hereinafter set forth. If the Demised Premises are partially unusable, the damage thereto shall be repaired by Landlord with reasonable dispatch after Landlord is provided with a reasonable opportunity to collect the insurance proceeds attributable to such damage, subject to delays due to causes beyond Landlord's control, and Rent, until such repairs shall be substantially completed, shall be apportioned from the day of the casualty according to the part of the Demised Premises which is unusable. Landlord, however, shall have no obligation to repair any damage to Tenant's Property or Tenant's Work or any other property or effects of Tenant. If the Demised Premises are totally damaged or rendered wholly unusable by fire or other casualty then the Rent shall be proportionately paid up to the time of the casualty and thenceforth shall cease until the date when the Demised Premises shall have been repaired and restored by Landlord, subject to Landlord's right to elect not to restore the same as hereinafter provided. Notwithstanding anything to the contrary herein, if (i) the casualty causing such damage materially effects in excess of twenty percent (20%) of the square footage of the Demised Premises occurs in the last year of the Term; or (ii) Landlord has not substantially restored the Demised Premises and access and services thereto within ninety (90) days from the date of casualty, then Tenant in either event may terminate this Lease, by giving notice to Landlord not later than thirty (30) days from the casualty in the last lease year of the Term or following the expiration of such ninety (90) day period if subsection (ii) is applicable. Landlord shall notify Tenant, within ten (10) days after the date of casualty, whether or not such repairs can, in Landlord's reasonable opinion, be made within said ninety (90) day period (the "Landlord Notice"). If the Landlord Notice states that the repairs cannot be made within such period, then either Landlord or Tenant may terminate this Lease, as of the date of the damage or destruction, by notice given to the other (the "Termination Notice") not later than thirty (30) days following the date on which the Landlord Notice is given by Landlord.

8.02 Termination.

Unless it is reasonably anticipated that the Demised Premises and/or Building, as applicable, is capable of restoration within six (6) months from the date of a casualty (in which event Landlord shall be obligated to repair and restore the Demised Premises and/or Building, as the case may be, with reasonable dispatch), if the Demised Premises are rendered wholly unusable (whether or not the Demised Premises are damaged in whole or in part) or if the Building shall be

so damaged that Landlord shall decide to demolish it or not to rebuild it, then, in either of such events, Landlord or Tenant may elect to terminate this Lease by written notice to the other party given within ninety (90) Business Days after such fire or casualty. Such notice shall specify a date for the expiration of this Lease, and upon the date specified the Term shall expire as fully and completely as if such date were the date set forth above for the termination of this Lease and Tenant shall forthwith quit, surrender and vacate the Demised Premises, without prejudice however, to each party's rights and remedies against the other under the Lease provisions in effect prior to such termination, and any Base Rent and Additional Rent owing shall be paid up to the earlier of the date of termination or the date on which the Demised Premises are totally damaged or rendered wholly unusable, and any payments of Base Rent and Additional Rent made by Tenant which were on account of any period subsequent to such date shall be returned to Tenant with interest thereon, if any, earned by Landlord on such monies, payable from the date of payment until the date same is repaid to Tenant. Unless Landlord or Tenant shall serve a termination notice as provided for herein, Landlord shall make repairs and restoration as herein set forth with reasonable dispatch after a reasonable period of time has been allowed to provide for collection of the insurance proceeds as provided in Section 8.01. All restoration and repair work by Landlord shall be of a quality consistent with the condition of the Building and Demised Premises at the time of such fire or other casualty. In the event that Landlord has not substantially completed the restoration or rebuilding of the Demised Premises and/or the Building, as the case may be, to substantially the same condition as existed prior to such fire or other casualty (excluding Tenant's Work and any Alterations, which shall be Tenant's responsibility) within six (6) months from the date of the casualty, Tenant shall have the option, which must be exercised, if at all, not later than thirty (30) Business Days following the expiration of said six (6) month period, to terminate this Lease on thirty (30) Business Days' notice; provided, however, that in the event that Landlord has completed construction within thirty (30) Business Days of Tenant's notice, then the Lease shall not terminate.

8.03 Tenant's Property.

Tenant acknowledges that Landlord will not carry insurance on Tenant's Property or on Tenant's business records or other property of Tenant or Tenant's Agents, and Tenant agrees that Landlord will not be obligated to repair any damage thereto or to replace the same.

ARTICLE 9 INSURANCE

9.01 Landlord's Insurance.

At all times during the Term of this Lease, Landlord will maintain (a) fire and extended coverage insurance covering the Building and all improvements located upon the Property for the replacement costs thereof, and (b) commercial general liability coverage in an amount reasonably deemed sufficient by Landlord but not less than Two Million and 00/100 Dollars (\$2,000,000.00) combined single limit. Landlord shall provide evidence of all such insurance coverage within fifteen (15) days of Tenant's request.

9.02 Liability Insurance.

Tenant shall provide after taking possession of the Demised Premises and shall keep in force during the Term for the benefit of Landlord and Tenant a comprehensive policy of liability insurance containing reasonable and customary protections of Landlord and Tenant against liability occasioned by accident on or about the Demised Premises or appurtenances thereof. Such policy is to be written by one or more good and solvent insurance companies reasonably satisfactory to Landlord, and provide for a combined single limit for personal injury and/or property damage of not less than Two Million and 00/100 (\$2,000,000.00) Dollars. Such insurance may be carried under a blanket policy covering the Demised Premises and other locations of Tenant provided such blanket policy complies with the above amounts of insurance for the Demised Premises and the other requirements provided above. Prior to the time such insurance is first required to be carried by Tenant, and thereafter, at least ten (10) days prior to the expiration of any such policy, Tenant agrees to deliver to Landlord either a duplicate original of the aforesaid policy or a certificate evidencing such insurance provided said certificate contains an endorsement that such insurance is primary as to Tenant's negligence, and such insurance may not be cancelled except upon ten (10) days' notice to Landlord, together with evidence of payment of the premium therefor, unless replaced with a policy providing at least equivalent benefits.

9.03 Waiver of Subrogation.

Landlord and Tenant shall each secure an appropriate clause in, or an endorsement upon, each insurance policy obtained by it and covering or applicable to the Demised Premises or the personal property, fixtures and equipment located therein or thereon, pursuant to which the insurance company waives subrogation or permits the insured, prior to any loss, to agree with a third party to waive any claim it might have against said third party without invalidating the coverage under the insurance policy. The waiver of subrogation or permission for waiver of any claim shall extend to Landlord and Landlord's Agents and Tenant and Tenant's Agents, as the case may be. Tenant and Landlord hereby release the other and Tenant's Agents or Landlord's Agents, as the case may be, in respect of any claim (including a claim for negligence) which it might otherwise have against Landlord or Landlord's Agents or Tenant or Tenant's Agents, as the case may be, for loss, damage or destruction with respect to Tenant's Property, or the Property, as the case may be, by fire or other casualty (including rental value or business interest, as the case may be) occurring during the Term of this Lease and normally covered under a fire insurance policy with extended coverage endorsement.

9.04 Tenant's Property.

Tenant hereby acknowledges that Landlord shall not maintain any insurance covering Tenant's Property. Tenant shall not have the right to a termination of this Lease and/or an abatement of Rent by reason of any damage to Tenant's Property. Tenant shall maintain fire and extended coverage insurance covering Tenant's Property at the Demised Premises for 80% of the replacement cost thereof.

9.05 Forms of the Policies.

All policies of liability insurance which Tenant is obligated to maintain according to this Lease (other than any policy of workmen's compensation insurance) will name Landlord and such other persons or firms as Landlord specifies from time to time as additional insureds. Certificates of insurance and evidence of the payment of all premiums of such policies will be delivered to Landlord prior to Tenant's occupancy of the Demised Premises and from time to time at least ten (10) days prior to the expiration of the term of each such policy. All public liability and property damage liability policies maintained by Tenant will contain a provision that Landlord and any other additional insured, although named as an insured, will nevertheless be entitled to recover under such policies for any loss sustained by it, its agents and its employees as a result of the acts or omissions of Tenant. Tenant shall use commercially reasonable efforts to have all such policies maintained by Tenant to provide that they may not be terminated or the amount of coverage amended except after ten (10) days prior written notice to Landlord. All public liability, property damage liability and casualty policies maintained by Tenant will be written as primary policies, not contributing with and not in excess of coverage that Landlord may carry. Tenant currently maintains its deductible at a level not to exceed \$25,000; if the Tenant shall seek to maintain a higher deductible, then such deductible shall not exceed a commercially reasonable amount, and Tenant shall provide to Landlord evidence of any such increased deductible.

**ARTICLE 10
CONDEMNATION**

10.01 Total Taking.

If all or substantially all of the Building shall be lawfully condemned or taken in any manner for any public or quasi-public use, this Lease shall cease and terminate as of the date of the vesting of title in the condemnor.

10.02 Partial Taking.

If less than all of the Building shall be so condemned or taken, but if such taking shall substantially affect the Demised Premises or materially (and for more than just a temporary period) disrupt the means of access thereto or the parking therefor (provided that Landlord may, at its option, provide reasonably satisfactory parking adjacent to the Building in substitution), or if such condemnation or taking shall be of a substantial part of the Demised Premises, then either party shall have the right to terminate this Lease and the term and estate hereby granted by the delivery of written notice to the other party within thirty (30) days following the date either party notifies Tenant of the impending condemnation. Such termination shall take effect as of the date of actual vesting of title in the condemnor. If either party shall not so elect to terminate, this Lease shall be and remain unaffected by such condemnation or taking, except that, effective as of the date of the vesting of title in the condemnor, Rent shall be reduced in the proportion which the area of the part of the Demised Premises so condemned or taken bears to the total area of the Demised Premises prior to such condemnation or taking.

10.03 Award.

In the event of the termination of this Lease in accordance with this Article, Rent shall be prorated and paid to the effective date of the termination. Tenant, whether this Lease is cancelled pursuant to this Article, shall not be entitled to claim or receive any part of any award or compensation which may be issued or receive any part of any award or compensation which may be issued or rendered in any such condemnation proceeding or as a result of such condemnation or taking, and shall not be entitled to claim or receive any damages against Landlord, whether the same be for the value of the unexpired term of this Lease or otherwise. Nothing herein contained, however, shall be deemed to preclude Tenant from making a separate claim against the condemnor for the value of Tenant's Property and for the cost of Tenant's relocation expenses, if applicable, provided the award of such claim or claims is not in diminution of the award made to Landlord.

ARTICLE 11
REPAIRS

11.01 Landlord's Repairs. Except as set forth in Section 11.02, Landlord shall maintain in good order and repair, consistent with similar quality (as of the date hereof) buildings in Waterbury, Connecticut, the public portions of the Building, both exterior and interior and all structural elements of the Building, including but not limited to the mechanical, electrical and plumbing systems and, to the extent not the obligation of a utility company, all utility lines, pipes, ducts, conduits and the like in the Building which serve the Demised Premises. Notwithstanding the foregoing, Landlord shall have no obligation to repair and/or replace any of the improvements included as part of Tenant's Work or any of Tenant's trade fixtures or personalty or any portion of the Building or the Demised Premises in need of repair and/or replacement as a result of the act(s) or omission(s) of Tenant or Tenant's Visitors.

11.02 Tenant's Repairs.

Except as set forth in Section 11.01, Tenant shall take good care of the Demised Premises and the fixtures and appurtenances therein and, at Tenant's cost and expense, make all non-structural repairs thereto as and when needed to preserve them in good working order and condition, reasonable wear and tear, obsolescence and damage from the elements, fire or other casualty excepted. Tenant shall be responsible for: (i) improvements to Tenant's portion of the shared parking lot, (ii) maintenance of Tenant's portion of the shared parking lot, (iii) landscaping and installation of a new lawn at entrance performed by professional landscaping company and landscaping engineer; (iv) clean up exterior of the Demised Premises; (v) installation of new HVAC and maintenance of the HVAC; and (vi) snow removal on Tenant's portion of the shared parking lot.

Notwithstanding the foregoing and except to the extent covered by Landlord's insurance, all damage or injury to the Demised Premises or to any other part of the Building, or to its fixtures, equipment and appurtenances, whether requiring structural or non-structural repairs, caused by or resulting from the following shall be repaired promptly by Tenant at its sole cost and expense:

- (a) the performance or existence of Alterations and/or Tenant's Work;
- (b) the installation, use or operation of Tenant's Property in the Demised Premises;
- (c) the moving of Tenant's Property in or out of the Building; or
- (d) the act, omission, misuse or neglect of Tenant, Tenant's Agents or any subtenant.

All the aforesaid repairs shall be of quality or class equal to the original work or construction. If Tenant fails after ten (10) days' written notice to proceed with due diligence to make repairs required to be made by Tenant, the same may be made by Landlord at the expense of Tenant and the reasonable and actual expenses thereof incurred by Landlord shall be collectible as Additional Rent after rendition of a bill or statement therefor. Tenant shall give Landlord prompt notice of any defective condition in any plumbing, heating system, mechanical system or electrical lines located in servicing or passing through the Demised Premises and following such notice, Landlord shall remedy the condition with due diligence but at the expense of Tenant if repairs are necessitated by damage or injury to the extent attributable to Tenant or Tenant's Agents.

11.03 Abatement.

Neither (i) the making by Landlord, Tenant or others of any decorations, repairs, alterations, additions or improvements in or to the Building or the Demised Premises, nor (ii) the failure of Landlord or others to make any such decorations, repairs, alterations, additions or improvements, nor (iii) any damage to the Demised Premises or to the property of Tenant, nor any injury to any persons, caused by other tenants or persons in the Building, or by operations in the construction of any private, public or quasi-public work, or by any other cause, nor (iv) any latent defect in the Building or in the Demised Premises, nor (v) any temporary (five (5)) consecutive Business Days or less), darkening or bricking up of windows of the Demised Premises for any reason whatsoever including, but not limited to, Landlord's own acts (however, the only basis of any abatement would be that that darkening and/or bricking of such windows, would render the portion of the Demised Premises subject to the darkened or bricked window materially less valuable for the intended purpose than prior to such darkening or bricking of the windows), nor (vi) any inconvenience or annoyance to Tenant or injury to or interruption of Tenant's business by reason of any of the events or occurrences referred to in the foregoing subdivisions (i) through (v), shall constitute an actual or constructive eviction, in whole or in part, or entitle Tenant to any abatement or diminution of rent (except as otherwise specifically provided in this Lease), or relieve Tenant from any of its obligations under this Lease (except as otherwise specifically provided in this Lease), or impose any liability upon Landlord, or Landlord's Agents or any Superior Lessor or Superior Mortgagee other than such liability as may be imposed upon Landlord by law for Landlord's negligence, illegal conduct or willful misconduct, or the negligence, illegal conduct or willful misconduct of Landlord's Agents in the operation or maintenance of the Building or for the breach by Landlord of any express covenant of this Lease on Landlord's part to be performed. In all such events, Landlord shall promptly commence and diligently pursue a cure of such event or condition.

The provisions of this Article with respect to the making of repairs shall not apply in the case of fire or other casualty which are dealt with in Article 10.

ARTICLE 12 SERVICES

12.01 Building Services.

As long as this Lease is in effect, Landlord shall provide consistent with similar quality (as of the date hereof) of other commercial buildings in Waterbury, Connecticut:

- (a) Access to cable, phone, internet and utilities;
- (b) Landlord covenants that as of the Commencement Date, the electrical, mechanical, plumbing and radiant heat systems servicing the Demised Premises shall be in working order;
- (c) Tenant shall be responsible for connecting to the existing electricity, phone and internet systems and payment of all cable, phone, internet and electricity serving the Demised Premises.

12.02 Limitation of Liabilities.

Landlord shall have no responsibility or liability for failure to supply the services referenced above. Landlord reserves the right to stop such services or other services, if any, when necessary by reason of accident or for repairs, alterations, replacements or improvements necessary or desirable in the reasonable judgment of Landlord to preserve the maintenance and/or quality of the Building for as long as may be reasonably required by reason thereof. Notwithstanding anything to the contrary herein, in the event (i) an interruption in the building services or utilities occurs (including, without limitation an interruption caused by a force majeure event) and (ii) to the extent that Tenant is unable to operate its business in the Demised Premises for a period of five (5) consecutive Business Days, and such interruption and/or force majeure is not due to the negligence or willful misconduct of Tenant, then Rent will abate from the date of such interruption in the same proportion that the rentable area of the portion of the Demised Premises which is unusable by Tenant in the conduct of its business bears to the total rentable area of the Demised Premises. Said abatement shall begin as of the date of the interruption and shall end on the date Landlord tenders possession of the Demised Premises substantially restored and rendered tenantable for Tenant's business operations.

ARTICLE 13 ALTERATIONS

13.01 Requirements.

Excluding structural changes, Tenant may, without the consent of Landlord, from time to time, at its expense, make such alterations (herein called "Alterations") in and to the Demised Premises as Tenant may reasonably consider necessary for the conduct of its business in the Demised Premises, provided and upon condition that: (a) the outside appearance of the

Building shall not be affected; (b) the Alterations are to the interior of the Demised Premises and no part of the Building outside of the Demised Premises shall be affected; (c) the proper functioning of the HVAC, mechanical, electrical, water, sanitary and other service systems of the Building shall not be adversely affected and the usage of such systems by Tenant shall not be increased; (d) before proceeding with any Alteration (whether or not consent is required), Tenant shall submit to Landlord for Landlord's approval plans and specifications for the work to be done, and Tenant shall not proceed with such work until it obtains Landlord's approval which approval shall not be unreasonably withheld, conditioned or delayed (Landlord may withhold its consent in its sole and absolute discretion if the Alteration is structural or otherwise would include work described in clauses (a)-(d) above); (e) Tenant shall pay to Landlord within ten (10) days of demand the reasonable out-of-pocket cost and expense of Landlord in (i) reviewing said plans and specifications and (ii) inspecting the Alterations to determine whether the same are being performed in accordance with the approved plans and specifications and all laws and requirements of public authorities, including, without limitation, the fees of any architect or engineer employed by Landlord for such purpose; and (f) Tenant shall fully and promptly comply with and observe the rules and regulations of Landlord then in force with respect to the making of Alterations. Tenant agrees that any review or approval by Landlord of any plans and/or specifications with respect to any Alteration and any inspection thereof are solely for Landlord's benefit and without any representation or warranty whatsoever to Tenant with respect to the adequacy, correctness or efficiency thereof or otherwise. All Alterations pursuant to this Article 13 shall be subject to the requirements for removal thereof set forth in Sections 13.05 and 22.01.

13.02 Permits.

Tenant, at its expense, shall obtain all necessary governmental permits and certificates for the commencement and prosecution of Alterations and for final approval thereof upon completion, and shall cause Alterations to be performed in compliance therewith and with all Regulations. Alterations shall be diligently performed in a good and workmanlike manner, using new materials and equipment at least equal in class to the better of (i) the original installations of the Building, or (ii) the then standards for the Building established by Landlord and applied consistently to all tenants. Alterations shall be performed by contractors first reasonably approved by Landlord; provided, however, that any Alterations which designated affect the mechanical, electrical, sanitary, heating, ventilating, air-conditioning or other systems of the Building (which Alterations require Landlord's approval) shall be performed only by the contractor(s) designated by Landlord. Alterations shall be performed in such manner as not to unreasonably interfere with or delay and as not to impose any additional expense upon Landlord in the maintenance, repair or operation of the Building; and if any such additional expense shall be incurred by Landlord as a result of Tenant's performance of any Alterations, Tenant shall pay such additional expense within ten (10) days of demand. Throughout the performance of Alterations, Tenant, at its expense, shall carry, or cause to be carried, worker's compensation insurance in statutory limits and general liability insurance, with completed operation endorsement, for any occurrence in or about the Building, under which Landlord shall be named an additional insured, in such limits as Landlord may reasonably require, with insurers reasonably satisfactory to Landlord. Tenant shall furnish Landlord with reasonably satisfactory evidence that such insurance is in effect at or before the commencement of Alterations and, on request, at reasonable intervals thereafter during the continuance of Alterations. If any Alterations shall involve the removal of any fixtures, equipment or other property in the Demised Premises which

are not Tenant's Property, such fixtures, equipment or other property shall be promptly replaced at Tenant's expense with new fixtures, equipment or other property of like utility and at least equal value unless Landlord shall otherwise expressly consent.

13.03 Violations.

Tenant, at its expense, and with diligence and dispatch, shall procure the cancellation or discharge of all notices of violation arising from or otherwise connected with Alterations, or any other work, labor, services or materials done for or supplied to Tenant, or any person claiming through or under Tenant, which shall be issued by public authority having or asserting jurisdiction. Tenant shall defend, indemnify and save harmless Landlord from and against any and all mechanics' and other liens and encumbrances filed in connection with Alterations, or any other work, labor, services or materials done for or supplied to Tenant, or any person claiming through or under Tenant, including without limitation, security interests in any materials, fixtures or articles so installed in and constituting part of the Demised Premises and against all costs, expenses and liabilities incurred in connection with any such lien or encumbrance or any action or proceeding brought thereon. Tenant, at its expense, shall procure the satisfaction or discharge of record of all such liens and encumbrances within thirty (30) days after the filing thereof. Notice is hereby given that Landlord shall not be liable for any work performed or to be performed at the Demised Premises for Tenant or for any subtenant, or for any materials furnished or to be furnished at the Demised Premises for Tenant or any subtenant, upon credit, and that no mechanic's or other lien for such work or materials shall attach to or affect the estate or interest of Landlord in and to the Demised Premises.

13.04 Labor Strife.

Tenant shall not, at any time prior to or during the Term, directly or indirectly employ, or permit the employment of, any contractor, mechanic or laborer in the Demised Premises, whether in connection with any Alteration or otherwise, if such employment will interfere or cause any conflict with other contractors, mechanics, or laborers engaged in the construction, maintenance or operation of the Building by Landlord, Tenant or others. In the event of any such interference or conflict, Tenant, upon demand of Landlord, shall cause all contractors, mechanics or laborers causing such interference or conflict to leave the Building immediately.

13.05 Restoration/Removal.

At the time that Tenant shall make an Alteration, Tenant may request in writing that Landlord determine whether or not Landlord shall require the removal of such Alteration at the end of the Lease Term. If Tenant so requests such a determination by Landlord and Landlord either waives its right to require removal of an Alteration or Landlord shall not respond to Tenant's request within fifteen (15) days of Tenant's request, then such Alterations as covered by the request if same is promptly completed by Tenant need not be removed by Tenant at the end of the Term of this Lease.

ARTICLE 14

TAXES AND OPERATING EXPENSES

14.01 Additional Rent.

In addition to the Base Rent and all other amounts due and payable by Tenant to Landlord pursuant to this Lease, as Additional Rent Tenant shall pay to Landlord in the manner set forth in this Article 14, Tenant's Proportional Share of Real Estate Taxes, Insurance Expense and Operating Expenses (together herein referred to as "Additional Rent").

14.02 Definitions.

As used in this Article 14 the following definitions shall apply:

(a) "Insurance Expense" shall mean all actual costs or expenses of whatsoever nature incurred by Landlord for insurance premiums relating to the Property, the Building or the Demised Premises, including but not limited to fire and extended coverage, public liability, rental insurance, business interruption and all risk insurance together with all other additional insurance of whatsoever nature Landlord desires to carry provided such additional insurance is of a nature generally maintained by prudent property owners of similar first-class office buildings in the Waterbury, Connecticut area. Except as specifically set forth in this Lease, nothing herein contained shall be interpreted to require Landlord to maintain any particular type or amount of insurance, nor shall it provide Tenant with any interest in said insurance or the proceeds thereof.

(b) "Operating Expenses" shall mean the total of all the reasonable costs and expenses incurred or borne by Landlord which, in Landlord's opinion, necessary and/or usual and customary in connection with the operation and maintenance of the Demised Premises, the Building and the Property, including but not limited to operation and maintenance and the services provided tenants therein, including all expenses incurred as a result of Landlord's compliance with any of its obligations hereunder.

(i) The term "Operating Expenses" shall exclude therefrom: (1) leasing commissions, renovations of space for new tenants and any expenses incurred in leasing to or procuring of tenants; (2) executives' salaries above the grade of superintendent, but compensation actually paid to Managing Agents shall be included; (3) any expenses for which Landlord is compensated through proceeds of insurance; (4) cost of repair, restoration, rebuilding or other work occasioned by fire, wind, the elements or other casualty or by the exercise of the right of eminent domain; (5) advertising and promotion expenditures; (6) legal and auditing fees other than reasonable legal and auditing fees necessarily incurred in connection with the maintenance and operation of the Building, including but not limited to legal fees incurred in connection with a particular tenant; (7) tenant changes and alterations, (8) interest or principal payments on any mortgage or other indebtedness of Landlord, or payment under any ground lease; (9) any depreciation allowance or expense; (10) income and franchise taxes of Landlord, if any; (11) the removal or remediation of any Hazardous Materials; and (12) except as provided for above capital expenses.

(d) "Real Estate Taxes" shall mean the aggregate amount of real estate taxes, water, sewer rents, and any other public benefit costs, expenses or liabilities, pursuant to any general or special assessments (exclusive of penalties and interest thereon) imposed upon the

Property by any governmental and/or municipal entity or authority. If because of any change in the taxation of real estate any other tax or assessment (including, without limitation, any franchise, profit, sales, use, occupancy, gross receipts or rental tax) is imposed upon Landlord or the owner of the Property or the Building, or the occupancy, rents or income from either of them, in addition to or in substitution for any of the foregoing taxes, such other tax or assessment, computed as if the Property were the Landlord's sole asset, will be deemed part of Real Estate Taxes. All expenses, including reasonable attorneys' fees and disbursements, experts' and other witnesses' fees, incurred in contesting the validity or amount of any Real Estate Taxes or in obtaining a refund of Real Estate Taxes will be considered as part of the Real Estate Taxes for the Tax Year in which such expenses are incurred. The definition of "Real Estate Taxes" shall exclude any and all income, estate, inheritance, death, succession, franchise, partnership, corporate or capital stock taxes of Landlord. If the Real Estate Taxes on the Building are increased as a result of alterations made by another tenant on its own premises, that are above building-standard improvements, Tenant shall not be required to pay any increase on account of such alterations. Real Estate Taxes shall not include any penalty for late payments.

(e) "Tenant's Proportionate Share" shall mean Landlord's good faith estimate of Tenant's pro rata share of the Operating Expenses and Real Estate Taxes for a particular Operational Year. Tenant shall remit Tenant's Proportionate Share as Additional Rent starting on the Rent Commencement Date and for the balance of the first Operational Year. Prior to each Operational Year, Additional Rent shall be calculated by Landlord as provided in Section 14.03. Notwithstanding the previous sentence, all Controllable CAM within the calculation of Additional Rent shall not increase by more than five (5%) percent for each successive Operational Year. "Controllable CAM" shall be defined as all Operating Expenses except (i) Real Estate Taxes, (ii) utility costs, (iii) Insurance Expense and (iv) snow removal.

14.03 Real Estate Taxes.

Should the Real Estate Taxes for the Demise Premises for the 2023 calendar year increase due to a change in tax rate due to the Demised Premises being rezoned for cannabis retail, Tenant shall compensate Landlord for the increase paid by Landlord in 2023.

14.04 Operating Expense Statement.

(a) Within one hundred twenty (120) days after the expiration of any Operational Year, Landlord shall furnish Tenant with a statement of the operating expenses incurred for such Operational Year. Within thirty (30) days after receipt of such statement for any Operational Year, setting forth Tenant's Proportionate Share of Operating Expenses, Tenant shall pay same to Landlord as Additional Rent an amount less all payments paid pursuant to paragraph 16(e) above. If Tenant's payments paid pursuant to paragraph 16(e) above exceeds the actual Operating Expenses for any Operational Year as shown on such statement then Landlord shall at Landlord's option, either (i) credit such amount to Tenant's next succeeding Rent payment or (ii) refund such amount to Tenant within thirty (30) days. The statement of Operating Expenses required to be furnished under this paragraph (c) shall be certified by an officer of Landlord or the Managing Agent.

(b) Every statement given by Landlord pursuant to paragraph (a) of this Section 14 shall be conclusive and binding upon Tenant unless (i) within one hundred eighty (180) days after the receipt of such statement Tenant shall notify Landlord that it disputes the correctness thereof, specifying the particular respects in which the statement is claimed to be incorrect, and (ii) if such dispute shall not have been settled by agreement, Landlord and Tenant shall submit the dispute to arbitration within nine (9) months after receipt of the statement. Pending the determination of such dispute by agreement or arbitration as aforesaid, Tenant shall, within thirty (30) days after receipt of such statement, pay Additional Rent in accordance with Landlord's statement and such payment shall be without prejudice to Tenant's position. If the dispute shall be determined in Tenant's favor, Landlord shall within thirty (30) days of the arbitrator's decision pay Tenant the amount of Tenant's overpayment of Additional Rent resulting from compliance with Landlord's statement.

(c) In the event that the Expiration Date or other termination of this Lease shall be a day other than the last day of an Operational Year, the amount of payments pursuant to this paragraph payable by Tenant with respect to the year in which such commencement or end will occur will be prorated on the basis which the number of days of the Term of the Lease included in such year bears to three hundred sixty five (365). In addition to any matters set forth in this Lease, otherwise, the obligations of Landlord and Tenant concerning Operating Expense Payments for any period prior to the expiration or termination of this Lease shall survive the expiration or termination of this Lease for a period of twelve (12) months.

14.05 Audit.

Tenant shall have the right, at Tenant's sole cost and expense, upon reasonable prior notice to Landlord at any time during regular business hours but in any event no more frequently than once in any Operational Year to audit, review and photocopy Landlord's records pertaining to Operating Expenses and Real Estate Taxes. Tenant agrees to keep all information thereby obtained by Tenant confidential. Notwithstanding the foregoing, in the event that the results of Tenant's audit reveal that Tenant's overpayment was by more than five (5%) percent, then Landlord shall reimburse Tenant for the reasonable costs of Tenant's consultants and fees in connection with such audit, not to exceed \$1,500.00; such reimbursement shall not be paid to any consultant working on a contingency basis or compensated based upon findings as opposed to time worked.

ARTICLE 15 ELECTRIC ENERGY

15.01 Electric Charges.

A direct meter shall measure the usage of electricity in the Demised Premises.

Tenant shall pay for its electric use directly to the applicable utility as and when same is due and payable.

15.02 Capacity.

Landlord shall provide 200 amp service to the Demised Premises. Tenant's use of electrical energy shall never exceed the Building's capacity considering all other tenants of the Building. Without the prior consent of Landlord, Tenant shall not perform or permit any alteration to the wiring installations or other electrical facilities in or serving the Demised Premises or any additions to the electrical fixtures in the Demised Premises. Any alteration or addition performed by Tenant shall comply with the provisions of this Lease, including without limitation, Article 15 hereof.

15.03 No Liability.

Landlord shall have no liability to Tenant for any loss, damage or expense which Tenant may sustain or incur by reason of any change, failure, inadequacy or defect in the supply or character of the electrical energy furnished to the Demised Premises or if the quantity or character of the electrical energy is no longer available or suitable for Tenant's requirements, except if caused by Landlord's or Landlord's Agents' gross negligence or willful misconduct.

**ARTICLE 16
SIGNS**

Tenant shall have the right to install one (1) sign on the entry door to the Demised Premises at Tenant's sole cost and expense, in compliance with all Applicable Laws and subject to Landlord's prior approval which shall not be unreasonably withheld, conditioned or delayed. Landlord shall provide Tenant with building standard signage on the outside directory at Landlord's expense. Tenant shall not place any other signs on the Building or the Property without the prior approval of Landlord which approval shall not be unreasonably withheld, conditioned or delayed and so long as such sign is in compliance with all Applicable Laws.

**ARTICLE 17
BROKER**

Tenant and Landlord covenant, warrant and represent to each other no broker was involved in the consummation of this Lease, and that no discussions or negotiations were had with any other broker concerning the leasing of space in the Building. Tenant and Landlord hereby agree to indemnify, defend and hold the other harmless from and against any claim for any judicially proven brokerage commission or other compensation arising out a breach of the foregoing representation and warranty.

**ARTICLE 18
DEFAULT — CONDITIONS OF LIMITATION**

18.01 Events of Default.

Tenant shall be deemed to have materially breached the terms and conditions of this Lease (the following events to be sometimes referred to as "Event(s) of Default"):

(a) if Tenant shall default in the payment of any Base Rent or Additional Rent;
or

(b) if Tenant shall, whether by action or inaction, be in default of any of its obligations under this Lease (other than a default in the payment of Base Rent or Additional Rent) and such default shall continue and not be remedied within thirty (30) days after Landlord shall have given to Tenant a written notice specifying the same, or, in the case of a default which cannot with due diligence be cured within a period of thirty (30) days and the continuance of which for the period required for cure will not subject Landlord to criminal penalty or to prosecution for a crime or termination of any Superior Lease or foreclosure of any Superior Mortgage, if Tenant shall not, (i) within said thirty (30) day period advise Landlord of Tenant's intention to take all steps necessary to remedy such default, (ii) duly commence within said thirty (30) day period, and thereafter diligently prosecute to completion, all steps necessary to remedy the default, and (iii) complete such remedy within a reasonable time after the date of said notice of Landlord; or

(c) if any event shall occur or any contingency shall arise whereby this Lease or the estate hereby granted or the unexpired term or otherwise, devolve upon or pass to any Person, firm or corporation other than Tenant, except as expressly permitted by this Lease; or

(d) if Tenant shall vacate (for more than thirty (30) consecutive days) or abandon the Demised Premises.

(e) Upon the occurrence of an Event of Default the Term of this Lease shall, at Landlord's option, but only upon notice to Tenant, terminate and expire, and Tenant shall then quit and surrender the Demised Premises to Landlord, and shall be liable for all damages by reason of such breach of this Lease, including but not limited to payment of all Base Rent and Additional Rent and other amounts that are unpaid as of the date of such termination, and further, and notwithstanding such termination, Tenant shall remain liable for all Base Rent and Additional Rent that would have become due and payable had the Lease not been so terminated. Landlord may bring successive suits for collection and shall not be required to delay collection of amounts due until the date that would have been the scheduled expiration of this Lease. Further and in addition to the remedy of termination of this Lease as herein provided, as cumulative remedies, upon the occurrence of an Events of Default, the Landlord may pursue any remedy permitted by this Lease, and/or as may be permitted in law or at equity as a result of a breach of this Lease.

(f) Notwithstanding the anything contained herein or anywhere else in this Lease, neither Landlord nor Tenant shall be liable or responsible for consequential, special or punitive damages.

ARTICLE 19 SURRENDER

19.01 Condition of Premises.

On the last day of the Term or upon any earlier termination of this Lease, or upon any re-entry by Landlord upon the Demised Premises, after an Event of Default, Tenant shall, at its own expense, quit and surrender the Demised Premises to Landlord broom clean, in good order, condition and repair, except for ordinary wear and tear and such damage or destruction as Landlord

is required to repair or restore under this Lease (i.e. fire or casualty). Except as otherwise provided for in this Lease, Tenant shall remove from the Demised Premises all of Tenant's Property and all personal property and personal effects of all persons claiming through of under Tenant, and Tenant shall repair or pay the cost of repairing all damage to the Building and the Demised Premises occasioned by such removal.

19.02 Tenant's Property.

Any Tenant's Property or other personal property (other than money, securities, documents, or other valuables) which shall remain in the Demised Premises after the termination of this Lease shall be deemed to have been abandoned and either may be retained by Landlord as its property or may be disposed of in such manner as Landlord may see fit; provided, however, that, notwithstanding the foregoing, Tenant will, upon request of Landlord, promptly remove from the Demised Premises any Tenant's Property or other personal property at Tenant's own expense. If such Tenant's Property or other personal property or any part thereof shall be sold, Landlord may receive and retain the proceeds of such sale and apply the same, at its option, against the expenses of the sale, cost of moving and storage, any arrears of Base Rent or Additional Rent and damages to which Landlord may be entitled hereunder or pursuant to law. Any excess proceeds shall be the property of Landlord. Any expense incurred by Landlord in removing or disposing of such Tenant's Property or other personal property shall be reimbursed to Landlord by Tenant on demand.

19.03 Survival.

Each party's obligations under this Article shall survive the termination of this Lease.

**ARTICLE 20
ACCESS TO DEMISED PREMISES**

20.01 Landlord's Rights.

Provided that (i) Landlord shall give Tenant reasonable prior notice of each entry (other than in emergencies) and shall exercise all reasonable efforts to minimize inconvenience to Tenant in connection therewith and (ii) no action taken by Landlord under this provision shall permanently impede access to or reduce the size of the Demised Premises in any material respect, including any services provided thereto, and in the event Landlord changes the placement of pipes, ducts or conduits, Landlord agrees to use best efforts to locate any pipes, ducts and conduits within the core areas of the Building, Landlord and Landlord's Agents shall have the following rights in and about the Demised Premises: (i) to enter the Demised Premises at all times to examine the Demised Premises or for any of the purposes set forth in this Article or for the purpose of performing any obligation of Landlord under this Lease or exercising any right or remedy reserved to Landlord in this Lease, and if Tenant or Tenant's Agents shall not be personally present or shall not open and permit an entry into the Demised Premises at any time when such entry shall be necessary or permissible, to use a master key or to forcibly enter the Demised Premises; (ii) to erect, install, use and maintain pipes, ducts and conduits in and through the Demised Premises (provided that the same shall not affect the use, configuration, or aesthetic value of the space in

any manner); (iii) to exhibit the Demised Premises to others for the purposes of financing or selling the Property or, within the last year of the Term, for the purpose of leasing the Demised Premises; (iv) to make such decorations, repairs, alterations, improvements or additions, or to perform such maintenance, including, but not limited to, the maintenance of all heating, air-conditioning, elevator, plumbing, electrical and other mechanical facilities, as required under the Lease; (v) to temporarily take all materials into and upon the Demised Premises that may be required in connection with any such decorations, repairs, alterations, improvements, additions or maintenance; and (vi) to install on the inside of the windows a film or other similar substance to reduce the usage of energy in the Building. In the exercise of the above rights, Landlord shall use reasonable efforts to prevent any material disruption of Tenant's business operations. Notwithstanding the foregoing, Landlord shall have the right to show the Demised Premises to prospective Tenants only during the last lease year of the Term, and not prior thereto, unless there is an Event of Default beyond any applicable notice and cure period.

20.02 Portions Reserved.

All parts (except surfaces facing the interior of the Demised Premises) of all walls, windows and doors bounding the Demised Premises (including exterior Building walls, core corridor walls, doors and entrances), all balconies, terraces and roofs adjacent to the Demised Premises, all space in or adjacent to the Demised Premises used for shafts, stacks, stairways, chutes, pipes, conduits, ducts, fan rooms, heating, air-conditioning, plumbing, electrical and other mechanical facilities, service closets and other Building facilities, and the use thereof, as well as access thereto through the Demised Premises for the purposes of operation, maintenance, alteration and repair, are hereby reserved to Landlord, but Tenant shall be provided access thereto upon prior notice to Landlord as is reasonably necessary for purposes of repairs required pursuant to this Lease or Alterations performed in accordance with Article 11 hereof. Landlord also reserves the right at any time to change the arrangement or location of entrances, passageways, doors, doorways, corridors, elevators, stairs, toilets and other public parts of the Building, provided any such change does not permanently or unreasonably obstruct or materially diminish Tenant's access to or the size of the Demised Premises. Nothing contained in this Article shall impose any obligation upon Landlord with respect to the operation, maintenance, alteration or repair of the Demised Premises or the Building.

20.03 Third Party Access.

Landlord and Landlord's Agents shall have the right to permit access to the Demised Premises, whether or not Tenant shall be present, to any receiver, trustee, assignee for the benefit of creditors, sheriff, marshal or court officer entitled to, or reasonably purporting to be entitled to, such access for the purpose of taking possession of, or removing any property of Tenant or any other occupant of the Demised Premises, or for any other lawful purpose, or by any representative of the fire, police, building, sanitation or other department of the City, State or Federal Governments. Neither anything contained in this Section, nor any action taken by Landlord under this Section, shall be deemed to constitute recognition by Landlord that any Person other than Tenant has any right or interest in this Lease or the Demised Premises.

20.04 No Eviction.

The exercise by Landlord or Landlord's Agents of any right reserved to Landlord in this Article shall not constitute an actual or constructive eviction, in whole or in part, or entitle Tenant to any abatement or diminution of rent, or relieve Tenant from any of its obligations under this Lease, or impose any liability upon Landlord, or Landlord's Agents, or upon any Superior Lessor or Superior Mortgagee by reason of inconvenience or annoyance to Tenant, or injury to or interruption of Tenant's business, or otherwise.

**ARTICLE 21
WAIVERS**

21.01 Order of Payment.

If Tenant is in arrears in payment of Base Rent or Additional Rent, Tenant waives Tenant's right, if any, to designate the items which any payments made by Tenant are to be credited, and Tenant agrees that Landlord may apply any payments made by Tenant to such items as Landlord sees fit, irrespective of and notwithstanding any designation or request by Tenant as to the items which any such payments shall be credited.

21.02 Trial by Jury.

Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either against the other on any matter whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant and Tenant's use or occupancy of the Demised Premises, including, without limitation, any claim of injury or damage, and any emergency and other statutory remedy with respect thereto; provided, however, the foregoing shall not apply to an action for personal injury or property damage.

21.03 Counterclaim.

Tenant shall not interpose any counterclaims in any summary process proceeding commenced by Landlord provided that Tenant shall not be precluded from raising claims against Landlord in a separate action.

**ARTICLE 22
NO SURRENDER, ETC.**

22.01 Delivery of Keys, etc.

No act or thing done by Landlord or Landlord's Agents during the Term shall constitute a valid acceptance of a surrender of the Demised Premises or any remaining portion of the Term except a written instrument accepting such surrender, executed by Landlord. No employee of Landlord or the Managing Agent shall have any authority to accept the keys of the Demised Premises prior to the termination of this Lease, and the delivery of such keys to any such employee shall not operate as a termination of this Lease or a surrender of the Demised Premises; however, if Tenant desires to have Landlord sublet the Demised Premises for Tenant's account, Landlord or Landlord's Agents are authorized to receive said keys for such purposes without

releasing Tenant from any of its obligations under this Lease, and Tenant hereby relieves Landlord of any liability for loss of, or damage to, any of Tenant's Property or other effects in connection with such subletting. The failure of Landlord to seek redress for breach or violation of, or to insist upon the strict performance of any term, covenant or condition of this Lease on Tenant's part to be observed or performed shall not prevent a subsequent act or omission which would have originally constituted a breach or violation of any such term, covenant or condition from having all the force and effect of an original breach or violation. The receipt by Landlord of Rent with knowledge of the breach or violation by Tenant of any term, covenant or condition of this Lease on Tenant's part to be observed or performed shall not be deemed a waiver of such breach or violation. Landlord's failure to enforce any Rules or Regulations against Tenant or against any other occupant of the Building shall not be deemed a waiver of any such Rules or Regulations. No provision of this Lease shall be deemed to have been waived by Landlord unless such waiver shall be set forth in a written instrument executed by Landlord. No payment by Tenant or receipt by Landlord of a lesser amount than the aggregate of all Base Rent and Additional Rent then due, no endorsement or statement on any check or no letter accompanying any check or other Rent payment in any such lesser amount and no acceptance of any such check or other such payment by Landlord shall constitute an accord and satisfaction and Landlord may accept any such check or payment without prejudice to Landlord's right to recover the balance of such Rent or to pursue any other legal remedy.

ARTICLE 23 CURING TENANT'S DEFAULTS

23.01 Right to Cure.

If Tenant shall default in the performance of any of Tenant's obligations under this Lease other than payment of Rent and Additional Rent, Landlord, without thereby waiving such default, may (but shall not be obligated to) perform the same for the account and at the expense of Tenant, without notice in a case of emergency, and in any other case only if such default continues after the expiration of ten (10) Business Days from the date Landlord gives Tenant written notice of the default.

23.02 Reimbursement.

Bills for any reasonable expenses incurred by Landlord in connection with any such performance by it for the account of Tenant as provided in Section 22.01 or otherwise in accordance with this Lease, and bills for all reasonable costs, expenses and disbursements of every kind and nature whatsoever, including reasonable counsel fees, involved in collecting or endeavoring to collect the Rent or Additional Rent or any part thereof or enforcing or endeavoring to enforce any rights against Tenant or Tenant's obligations hereunder, under or in connection with this Lease or pursuant to law, including any such cost, expense and disbursement involved in instituting and prosecuting summary proceedings or in recovering possession of the Demised Premises after an Event of Default by Tenant or upon the expiration or sooner termination of this Lease, and interest on all sums advanced by Landlord under this Article at the rate of one (1.0%) percent per month or the maximum rate permitted by law, whichever is less, may be sent by Landlord to Tenant monthly, or immediately, at Landlord's option, and such amounts shall and payable in accordance with the terms of such bills as Additional Rent.

ARTICLE 24 NOTICES

All notices, requests and demands to be made hereunder to the parties hereto shall be in writing (at the addresses set forth below) and shall be given by any of the following means: (a) service by overnight delivery, courier or messenger services; (b) electronic communication, whether by telex, telegram or telecopying (if confirmed in writing sent by registered or certified, first-class mail, postage prepaid, return receipt requested), or (c) registered or certified, first-class United States mail, postage prepaid, return receipt requested. Such addresses may be changed by notice to the other parties given in the same manner as provided above. Any notice, demand or request sent (x) pursuant to subsection (a) shall be deemed received upon such personal service, (y) pursuant to subsection (b) shall be deemed received one (1) day after dispatch by electronic means, and (z) pursuant to subsection (c) shall be deemed received three (3) Business Days following deposit in the mail .

To Tenant: 1401 Creekwood Pkwy
Columbia, MO 65202
Attn: Nevil Patel

To Landlord: 99 Brookside Rd.
Waterbury Ct. 06708
Attn: William E. Martin Jr.

ARTICLE 25 SECURITY DEPOSIT

(a) On the date hereof, Tenant shall deliver to Landlord and maintain in effect at all times during the Term a cash deposit in the amount of \$50,750.00 with Landlord, (the "Security Deposit"), as security for the faithful performance and observance by Tenant of the terms, conditions and provisions of this Lease, including without limitation the surrender of possession of the Premises to Landlord as herein provided. Said Security Deposit shall be maintained by Landlord in a segregated account without interest for the security deposits for tenants in that Building.

(b) If Tenant defaults, beyond any applicable notice or cure period, in respect of any of the terms, provisions and conditions of this Lease, including, but not limited to, the payment of Rent or any item of Additional Rent, Landlord may draw down a portion or the full amount of the Security Deposit and apply or retain the whole or any part thereof to the extent required for the payment of any Rent or any item of Additional Rent as to which Tenant is in default or for any sum which Landlord may expend or be required to expend by reason of Tenant's default in respect of any of the terms, covenants and conditions of this Lease, including, but not limited to, any damages or deficiency in the reletting of the Premises, whether such damages or deficiency accrue or accrues before or after summary proceedings or other re-entry by Landlord. If Landlord applies or retains any part of the proceeds of the Security Deposit, Tenant, upon demand, shall deposit with Landlord the amount so applied or retained so that Landlord shall have the full deposit on hand at all times during the Term. If

Tenant shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of this Lease, the Security Deposit shall be returned to Tenant promptly after the Expiration Date and after delivery of possession of the entire Premises to Landlord. In the event of an assignment of the Lease by Landlord, Landlord shall have the right to transfer the Security Deposit to the assignee and Landlord shall thereupon be released by Tenant from all liability for the return of such Security Deposit. In such case, Tenant shall look solely to the new landlord for the return of the Security Deposit. The provisions hereof shall apply to every transfer or assignment of the Security Deposit made to a new landlord. Tenant shall not assign or encumber or attempt to assign or encumber the Security Deposit deposited herein as security and neither Landlord nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance.

ARTICLE 26

NO REPRESENTATIONS-ENTIRE AGREEMENT

Landlord and Tenant expressly acknowledge and agree that Landlord or Tenant, as the case may be, has not made and is not making, and Landlord or Tenant, as the case may be, in executing and delivering this Lease, is not relying upon, any warranties, representations, promises or statements, except to the extent that the same are expressly set forth in this Lease or in any other written agreement which may be made between the parties concurrently with the execution and delivery of this Lease and shall expressly refer to this Lease. All understandings and agreements heretofore had between the parties are merged in this Lease and any other written agreement(s) made concurrently herewith, which alone fully and completely express the agreement of the parties and which are entered into after full investigation, neither party relying upon any statement or representation not embodied in this Lease or any other written agreement(s) made concurrently herewith.

ARTICLE 27

CHANGES AND MODIFICATIONS

No agreement shall be effective to change, modify, waive, release, discharge, terminate or effect an abandonment of this Lease, in whole or in part, unless such agreement is in writing, refers expressly to this Lease and is signed by the party against whom enforcement of the change, modification, waiver, release, discharge, termination or effectuation of the abandonment is sought.

ARTICLE 28

SUCCESSORS AND ASSIGNS

Except as otherwise expressly provided in this Lease, the obligations of this Lease shall bind and benefit the successors and assigns of the parties hereto with the same effect as if mentioned in each instance where a party is named or referred to; provided, however, that no violation of the provisions of Article 6 shall operate to vest any rights in any successor or assignee of Tenant.

ARTICLE 29 INABILITY TO PERFORM

(a) Except as expressly provided for in this Lease, the obligations of Tenant hereunder shall be in no wise affected, impaired or excused, nor shall Landlord have any liability whatsoever to Tenant, because (a) Landlord is unable to fulfill, or is delayed in fulfilling, any of its obligations under this Lease by reason of Force Majeure; or (b) of any failure or defect in the supply, quantity or character of electricity or water furnished to the Demised Premises by reason of any requirement, act or omission of the public utility or others serving the Building with electric energy, steam, oil, gas or water, or for any other reason whether similar or dissimilar, beyond Landlord's reasonable control.

(b) Unless same would result (i) in a default by Landlord pursuant to any Superior Mortgage or Superior Lease, or (ii) subject Landlord to criminal liability and, except as to the payment of Rent (for which Force Majeure shall not affect Tenant's obligations in any manner whatsoever), Tenant shall be provided with a reasonable extension of time to fulfill its obligations pursuant to this Lease if a delay is caused by Force Majeure; the foregoing shall not be applicable to the payment of any Rent amounts.

ARTICLE 30 APPORTIONMENTS

Unless otherwise provided for in this Lease, any apportionments or prorations of Base Rent or Additional Rent to be made under this Lease shall be computed on the basis of a three hundred sixty five (365) day year unless otherwise specified herein.

ARTICLE 31 NOTICE OF ACCIDENTS

Each party hereto shall use reasonable efforts to give notice to the other party, as promptly as is reasonable after such party learns thereof, of (a) any accident in or about the Demised Premises or the Building, (b) any fire in the Demised Premises, (c) all damage to or defects in the Demised Premises including the fixtures, equipment and appurtenances thereof for the repair of which Landlord might be responsible, and (d) all damage to or defects in any parts or appurtenances of the air-conditioning, elevator, plumbing, electrical, sanitary, mechanical or other service or utility systems located in or passing through the Demised Premises.

ARTICLE 32 RULES AND REGULATIONS

Tenant and its employees and agents shall faithfully observe and strictly comply with any Rules and Regulations which shall be provided in writing to Tenant and such reasonable changes therein (whether by modification, elimination or addition) as Landlord hereafter may make and communicate in writing to Tenant which do not unreasonably affect the conduct of the permitted use of the Demised Premises and which shall apply to all tenants of the Building. Tenant's right to dispute the reasonableness of any changes in the Rules and Regulations shall be deemed waived unless asserted by notice to Landlord within thirty (30) days after the date upon which Landlord shall have given notice to Tenant of the adoption of any such changes. In case of any conflict or

inconsistency between the provisions of this Lease and any Rules and Regulations as originally promulgated or as changed, the provisions of this Lease shall control. Landlord shall have no duty or obligations to enforce any Rule or Regulation, or any term, covenant or condition of any other lease, against any other tenant or occupant of the Building, and Landlord shall have no liability to Tenant for any violation of the same by any other tenant or occupant of the Building; however, if such rules and regulations shall be enforced, such rules and regulations shall be enforced uniformly and on a non-discriminatory basis. Landlord shall provide Tenant not less than fifteen (15) days' notice prior to any change in the Rules and Regulations.

ARTICLE 33 CONSENTS

33.01 Express Provision.

The provisions of this Article shall apply in all cases where either party hereto shall have specifically agreed not to unreasonably withhold its consent or approval as provided in this Lease, or where this Lease expressly provides that a judgment, opinion, requirement, act, sum of money or time limit be reasonable.

33.02 Consent and Approval.

Wherever in this Lease it is provided that either party shall not unreasonably withhold consent or approval, such consent or approval (herein referred to collectively as "consent") shall also not be unreasonably conditioned or delayed.

33.03 Representative of Party.

Wherever in this Lease or any exhibit it is provided that the approval of a representative of either party (such as Landlord's engineer or architect or Tenant's designer or engineer) is required for any particular matter, such approval shall be deemed to be a consent of the party for the purposes of this Lease, provided that a true copy of the notice requesting such approval is served upon the party so represented before the other party may claim that such approval has been unreasonably withheld or delayed.

ARTICLE 34 CORPORATE TENANT

In the event Tenant is a corporation or limited liability company: (i) the parties executing this Lease on behalf of Tenant hereby covenant and warrant that each entity comprising Tenant is a duly organized limited liability company and all franchise and corporate taxes have been paid; (ii) all forms, reports, fees and other documents necessary to comply with Applicable Law and maintain good standing will be filed when due; (iii) each individual executing this Lease on behalf of Tenant represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of Tenant in accordance with its governing documents and that this Lease is binding upon Tenant in accordance with its terms; and (iv) Tenant shall, within thirty (30) days of Landlord's request for the executed Lease, deliver to Landlord reasonable supporting evidence of its authority to execute, deliver and perform this Lease.

**ARTICLE 35
NO OFFER TO LEASE**

This Lease is not to be construed as an offer to lease and shall not in any way bind Landlord until such time as Landlord shall have executed this Lease and made delivery thereof to Tenant.

**ARTICLE 36
QUIET ENJOYMENT**

If and so long as Tenant pays the Base Rent and Additional Rent and performs and observes all the terms, covenants and conditions hereof on the part of Tenant to be performed and observed in accordance with the terms of this Lease, Tenant shall quietly enjoy the Demised Premises during the Term without hindrance or molestation by any one claiming by, through or under Landlord, subject, however, to the terms of this Lease.

**ARTICLE 37
GOVERNING LAW; SEVERABILITY; CAPTIONS; MISCELLANEOUS**

Irrespective of the place of execution or performance, this Lease shall be governed by and construed in accordance with the Laws of the State of Connecticut. If any provision of this Lease or the application thereof to any person or circumstances shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Lease and the application of that provision to other persons or circumstances shall not be affected but rather shall be enforced to the extent permitted by law. The table of contents, captions, headings and titles in this Lease are solely for convenience of reference and shall not affect its interpretation. Each covenant, agreement, obligation or other provision of this Lease on Tenant's part to be performed shall be deemed and construed as a separate and independent covenant of Tenant, not dependent on any other provision of this Lease. All terms and words used in this Lease, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require.

**ARTICLE 38
HOLDOVER**

In the event Tenant remains in possession of the Leased Premises after the expiration of the term of this Lease (the "Holdover Period"), such holding over shall constitute and be construed as a month-to-month tenancy upon the same terms and conditions set forth in this Lease, and in addition to any damages to which Landlord may be entitled or other remedies Landlord may have by law, Tenant shall pay to Landlord a rental for the Holdover Period at the rate of (i) one and one-half (150%) times the sum of the Base Rent payable during the last Lease Year of the Term, plus (ii) Additional Rent as provided for in Article 16 with respect to the Demised Premises payable by Tenant during the last Lease Year of the Term. Nothing herein contained shall be deemed to give Tenant any right to remain in possession of the Demised Premises after the expiration of the Term of this Lease. The sum due to Landlord hereunder shall be payable by Tenant upon demand.

ARTICLE 39
MISCELLANEOUS

39.01 This Lease shall not be amended, changed or modified in any way unless in writing executed by Landlord and Tenant.

39.02 Except as expressly provided herein, this Lease and the obligations of Landlord and Tenant contained herein shall bind and benefit the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year first above written.

LANDLORD:

KLS ASSOCIATES LLC

DocuSigned by:
W E M J

By: 9BA7AEC07122441

Name: William E. Martin Jr.

Title: Owner

TENANT:

SLH CONNECTICUT LLC

DocuSigned by:
Nevil Patel

By: 86F2EBD44FAA4D3...

Name: Nevil Patel

Title: Member

Exhibits:

Exhibit A-- Demised Premises Floor Plan

EXHIBIT A
FLOOR PLAN
(attached)