

LEASE

THIS LEASE dated as of the 1st day of July, 2026, by and between Shortline Properties, Inc., a Connecticut corporation with a principal address of 135 Richards Avenue, Nowalk, Connecticut 06854, and the Vona Family Irrevocable Trust with a principal address of 237 Brushy Ridge Road, New Canaan, Connecticut 06840 (hereinafter collectively referred to as the "Landlord"), and the City of Stamford, a Connecticut municipality having a principal address of Government Center, 888 Washington Boulevard, Stamford, Connecticut 06901 (hereinafter referred to as the "Tenant").

WHEREAS, Shortline Properties, Inc. ("Shortline") is the title owner of certain real property located at 0 Courtland Avenue, Stamford, Connecticut, and;

WHEREAS, the Vona Family Irrevocable Trust (the "Trust") is the title owner of certain real property located at 338 Courtland Avenue, Stamford, Connecticut, and;

WHEREAS the two above-described properties (being hereinafter collectively referred to as the "Premises") are further described in the map appended hereto as Exhibit "A", and;

WHEREAS, the City of Stamford is desirous of entering into a leasehold agreement (hereinafter the "Lease") with the Landlord with respect to the Premises, and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the Landlord and the Tenant agree as follows:

1. Demise and Term. The Landlord hereby leases to the Tenant, and the Tenant hereby hires and takes from the Landlord, subject to the terms and conditions hereinafter set forth, the Premises (as hereinbefore described).

TO HAVE AND TO HOLD the Premises unto the Tenant, and, subject to the limitations on assignability set forth herein, its successors and assigns, for a term commencing on July 1, 2026 (the "Commencement Date"), and terminating at 11:59 P.M. on June 30, 2041 (the "Expiration Date"), unless the term of this Lease shall be sooner terminated or extended as hereinafter provided.

1.5 Approvals. This Lease is subject to the approval of the City of Stamford Planning Board, Board of Finance, Board of Representatives and Mayor, pursuant to Section 9-7.2 of the City of Stamford Code of Ordinances.

2. Rent and Security Deposit. (a) Tenant covenants to pay to Shortline and the Trust in pro rata proportional shares, as minimum base rent for the Premises, the rent hereinafter set forth in the table below, payable in monthly installments in the amounts set forth in the table below, which installments shall be due and payable on the first day of each calendar month during the term, except that the first and last month's installment

of base rent shall be payable contemporaneously with the execution and delivery by Tenant of this Lease

<u>Lease Year</u>	<u>Annual Rent</u>	<u>Monthly Installment</u>	<u>Trust Share</u>	<u>Shortline Share</u>
7/1/2026-6/30/2027	\$\$	\$\$	\$\$	\$\$
7/1/2027-6/30/2028	\$\$	\$\$	\$\$	\$\$
7/1/2028-6/30/2029	\$\$	\$\$	\$\$	\$\$
7/1/2029-6/30/2030	\$\$	\$\$	\$\$	\$\$
7/1/2030-6/30/2031	\$\$	\$\$	\$\$	\$\$
7/1/2031-6/30/2032	\$\$	\$\$	\$\$	\$\$
7/1/2032-6/30/2033	\$\$	\$\$	\$\$	\$\$
7/1/2033-6/30/2034	\$\$	\$\$	\$\$	\$\$
7/1/2034-6/30/2035	\$\$	\$\$	\$\$	\$\$
7/1/2035-6/30/2036	\$\$	\$\$	\$\$	\$\$
7/1/2036-6/30/2037	\$\$	\$\$	\$\$	\$\$
7/1/2037-6/30/2038	\$\$	\$\$	\$\$	\$\$
7/1/2038-6/30/2039	\$\$	\$\$	\$\$	\$\$
7/1/2039-6/30/2040	\$\$	\$\$	\$\$	\$\$
7/1/2040-6/30/2041	\$\$	\$\$	\$\$	\$\$

All rental payments shall be paid, without notice or demand, and without abatement, deduction or setoff, unless otherwise expressly provided for herein. All rental payments payable to Shortline as provided herein shall, unless otherwise agreed in writing, be mailed to Shortline at 135 Richards Avenue, Norwalk, Connecticut 06854. All rental payments payable to the Trust as provided herein shall, unless otherwise agreed to in writing, be mailed to the Trust at TBD.

(b) This Lease is intended to be a triple-net lease, such that, except as expressly otherwise provided herein, Tenant shall be responsible for all costs and expenses relating to the Premises during the Term. Tenant covenants and agrees that all other amounts, liabilities and obligations which Tenant assumes and agrees to pay or discharge pursuant to this Lease, together with any fine, penalty, interest or cost which may be added for late payment thereof, shall constitute additional rent hereunder ("Additional Rent"), and, in case of failure of Tenant to pay or discharge any of the foregoing, Landlord shall have the rights, powers and remedies provided herein, or by law, in the case of nonpayment of rent. Minimum base rent and Additional Rent shall be collectively referred to herein as "Rent".

(c) Any payment of Rent not received by Landlord within forty-five (45) days of the date when due shall be subject to a late charge in the amount of ten (10%) percent of each delinquent payment and shall thereafter bear interest at a rate of twelve (12%) percent per annum, or the maximum rate permitted by law, whichever is less, from the date the payment first became due until paid, and, the amount of such interest shall be Additional Rent hereunder.

(d) In addition to the minimum base rent, Tenant shall pay as Additional Rent, all "Taxes" (as hereinafter defined), which amount shall be payable in the month such Taxes are payable by the Landlord, no later than fifteen (15) days from the Landlord's invoice of same. As used herein, the term "Taxes" shall mean: (i) all general and special duties, taxes, assessments, special or otherwise, or any charges of a similar nature, of any kind, that may be levied upon or with respect to the Premises, or any part thereof, including, without limitation, all sewer, water, and other assessments and all property taxes against the Property, or any part thereof and (ii) any other governmental or quasi-governmental charges of any kind or nature that may at any time prior to or during the term of this Lease become due and payable and be levied or assessed by any authority having power to do so with respect to the Premises or any part thereof, or thereon. Upon request, the Tenant shall provide Landlord a copy of the paid receipt for any and all taxes paid under this section.

(e) Intentionally omitted.

(f) In addition to the minimum base rent that Tenant shall pay to the Landlord, the Tenant shall be responsible, at its sole cost and expense, for complying with all applicable laws, ordinances, regulations, and governmental requirements relating to the use, occupancy, condition, and maintenance of the Premises, including any required modifications, upgrades, or corrective actions (including environmental compliance).

(g) The Landlord and Tenant agree that the sum of \$ [REDACTED] will be deposited by the Tenant and held by the Landlord as security for the performance by the Tenant of the terms of the Lease (the "Security Deposit"). The Landlord may, but is not required to use, apply, or retain the whole or any part of the Security Deposit to the extent required for the payment of any Rent or other sum or debt as to which the Tenant is in default or for any sum which the Landlord may expend or incur by reason of the Tenant's default in any of the terms of the Lease, including, but not limited to, any damages or deficiency in the re-letting of the Premises, whether such damages or deficiency accrued before or after summary proceedings or other reentry by the Landlord. The existence of the Security Deposit shall not excuse Tenant from performing any obligation otherwise due hereunder nor shall Landlord be required to first look to said Security Deposit prior to pursuing any other remedy available to Landlord. In the event that the Tenant shall comply with all of the terms of the Lease, the Security Deposit shall be returned to the Tenant, without interest thereon, within forty-five (45) days after the date fixed as the end of the Lease and after delivery of possession of the Premises to the Landlord. In the event of a sale of the Premises, the Landlord shall have the right to transfer the Security Deposit to the purchaser and, upon delivery to Tenant of a receipt for said Security Deposit signed by the new owner of the Premises, the Landlord shall thereupon be released from all liability for the return of such Security Deposit. The Tenant shall look solely to the new landlord for the return of such Security Deposit. The Tenant shall not assign or encumber Security Deposit, and neither the Landlord nor its successors or assigns shall be bound by any such assignment or encumbrance.

2.5 Options to Renew

Provided Tenant is not in default of the terms and conditions of this Lease, the Tenant shall have the option to renew this Lease for two (2) additional terms of five (5) years each. Landlord and Tenant agree that the annual rent for the first additional five (5) year lease term shall be the amount of rent hereinafter set forth in the table below, payable in monthly installments in the amounts set forth in the table below, which installments shall be due and payable on the first day of each calendar month during the renewal term:

<u>Lease Year</u>	<u>Annual Rent</u>	<u>Monthly Installment</u>	<u>Trust Share</u>	<u>Shortline Share</u>
7/1/2041-6/30/2042	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
7/1/2031-6/30/2043	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
7/1/2032-6/30/2044	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
7/1/2033-6/30/2045	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
7/1/2034-6/30/2046	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]

Provided Tenant is not in default of the terms and conditions of this lease at the end of the first renewal term, the Tenant shall have the option for one (1) additional renewal term of five (5) years. In the event the Tenant exercises its option to renew the lease, all terms and conditions of this lease will remain in force, with the exception of the annual rent payment amounts. After the first renewal term, the annual rent, and corresponding monthly installments, will increase at rate of 2.5% per year.

Tenant must provide Landlord written notice of its intent to exercise any option to renew the lease sixty (60) days prior to the expiration of the initial term or any renewal term or the Tenant's right to exercise any such renewal option is deemed waived.

3. Utilities.

Tenant shall cause the appropriate service providers of electricity, natural gas, and other utilities serving, or made available to the Premises to list such utility services in the Tenant's name. Throughout the Term, Tenant shall pay when due, any deposits and all periodic amounts owed for electricity, natural gas and other utilities serving or made available to the Premises. Tenant shall be solely responsible for all costs of providing heat and air conditioning to the Premises and shall be solely responsible for all repairs, if necessary to the heating, ventilation or air conditioning system serving the Premises that are maintenance related, but Landlord shall be responsible for any capital repair and/or replacement costs. Landlord shall not be liable for any interruption or delay in any of the above utilities for any reason but, in the event that curing such interruption is within the control of the Landlord, the Landlord shall use commercially reasonable efforts to restore service so interrupted. Tenant shall be responsible for regular maintenance of the septic system serving the Premises, but Landlord shall be responsible for any capital repair and/or replacement costs. Tenant covenants and agrees that at all time the use of electric current shall be consistent with reasonable and customary usage and that its connected load will not exceed the existing capacity of the service to the Premises or the electrical

risers or wiring installation, and Tenant may not use any electrical equipment which, in the opinion of the Landlord, will overload such installations or interfere with the use thereof of other tenants. Tenant may, with Landlord's permission, which permission shall not be unreasonably withheld, upgrade said electrical capacity, at its sole expense, as may be required by the Use, as hereinafter defined.

4. Use. (a) The Tenant may use the Premises as a bus parking area (including uses incidental thereto), for other uses related to the administration of a municipality, and for no other purpose. The foregoing notwithstanding, Tenant acknowledges that Landlord has made no representation or warranty that the Tenant's proposed use of the Premises is permitted under all statutes, ordinances, rules or regulations applicable to the Premises, and Tenant assumes all risk that such use does not comply with any such applicable statute, ordinance, rule or regulation.

Tenant is solely responsible, at its expense, for obtaining any and all state and local licenses and permits to operate a bus parking area (or any other incidental use) at the Premises, zoning permits, site plan approval, and/or certificate of occupancy. Tenant shall provide Landlord copies of such permits and licenses upon request. Failure to obtain such permits or licenses by the Tenant shall be considered an Event of Default

Tenant agrees that it has examined the Premises before taking possession, and has acknowledged same to be in a good, clean and safe condition, other than the Landlord's responsibility to perform the following on or before November 1, 2026 (the "Landlord's Work"):

1. Remove all materials and equipment (aggregated, stone ,stockpiled material, etc.) related to the current operations on the Premises;
2. Remove all concrete blocks on the Premises;
3. Removal of the shed located on the northern side of the Premises;
4. Removal of all stone fabrication machinery and equipment on the Premises;
5. Removal of all metal shelving upon the Premises;
6. Removal of the concrete platform on the western side of the Premises to grade, and pave area.

Should the Landlord fail to perform the Landlord's Work within the aforementioned time period the Tenant, at its option may complete the Landlord's work at its own expense and, upon delivery of proof of payment for the completion of the Landlord's Work, the Tenant shall receive a rent credit equivalent to the cost thereof.

(b) Tenant shall not at any time use or occupy, or suffer or permit anyone to use or occupy, the Premises, or do or permit anything to be done at the Premises, in any manner (i) which violates the certificate of occupancy for the Premises; (ii) which causes or is liable to cause injury to the Premises; (iii) which constitutes a violation of any present or future laws, statutes, ordinances, rules or orders of any federal, state or local governmental entity (collectively "Legal Requirements") or the requirements of any insurance bodies; (iv) creates objectionable noises, music volumes, vibrations, odors or nuisances from the Premises, other than those that are typical of the Use; (v)

unreasonably disturbs the use and quiet enjoyment by others and their respective premises; or (vi) which impairs or tends to impair the character, reputation or appearance of the Premises. Without limiting the foregoing, Tenant agrees that in event the use of the Premises causes any noise or odor which shall be transmitted to neighboring premises, other than those that are typical of the Use, Tenant shall take immediate steps to cure any of such problems. If Tenant fails to comply with any portion of this or the preceding section, Landlord, at its option, may do so and Tenant shall pay the cost and expense of so doing as additional rent due on the next rental payment date.

5. Requirements of Law, Fire Insurance, Landlord's Representations, Etc.

(a) Throughout the term of this Lease, the Tenant, at its sole cost and expense, shall promptly comply with, and remove any violation of, any and all present and future laws, ordinances, rules, regulations and orders of all governmental authorities having jurisdiction over the Premises, insofar as the same arise from the Tenant's particular manner of using the Premises. The Tenant shall also comply with, and remedy any violation of, any and all present and future orders, rules and regulations of the Fire Insurance Rating Organization, or similar body, having jurisdiction over the Premises.

(b) The Tenant shall not do or permit any act or thing to be done in or to the Premises which is contrary to law or to the Certificate of Occupancy for the Premises, or which will invalidate or be in conflict with any public liability, fire or other policies of insurance at any time carried by or for the benefit of the Landlord with respect to the Premises, or which shall or might subject the Landlord to any liability or responsibility to any person or for bodily injury or property damage.

6. Maintenance and Repair. Throughout the term of this Lease, the Tenant, at its sole cost and expense, shall take good care of the Premises, and shall keep same in as good order and condition as received, reasonable wear and tear excepted, and shall make all necessary repairs and replacements thereto and any repair to the Premises made necessary by the Tenant's use thereof. The Tenant further agrees to maintain all fixtures currently present on the Premises at its sole cost and expense. For the avoidance of doubt, the Landlord shall have no responsibility to maintain or otherwise perform repairs to the Premises or any fixtures appurtenant thereto, other than capital repairs and/or replacements, which shall be the responsibility of the Landlord's.

Tenant shall keep and maintain all portions of the Premises and the sidewalks, ramps and steps adjoining same in a clean and orderly condition free of accumulation of dirt, rubbish, snow and ice.

7. Alterations.

(a) Tenant hereby agrees to accept the Premises in its present condition, "as is", and acknowledges that, aside from the Landlord's Work identified in Section 4 of this Lease, Landlord shall not be responsible for performing any work within the Premises in order to accommodate Tenant's occupancy thereof.

(b) Subject to the terms of this Lease, Tenant shall have the right, at its sole cost and expense, to make alterations, additions, and improvements to the Premises (collectively, "Improvements"), including, without limitation, installation or extension of utilities, road work, landscaping, hardscaping, and the installation of storage buildings or other physical structures reasonably necessary for Tenant's use and enjoyment of the Premises, provided that:

(i) Landlord's Approval. Prior to commencing any Improvements, Tenant shall submit to Landlord detailed plans and specifications for Landlord's review. Landlord's approval shall not be unreasonably withheld, conditioned, or delayed. Landlord shall respond to any such request for approval within fifteen (15) business days after receipt of Tenant's complete submittal. Failure to respond within such time shall be deemed approval.

(ii) Compliance with Laws. All Improvements shall be performed in a good and workmanlike manner, in compliance with all applicable laws, ordinances, regulations, and codes, and shall not adversely affect the structural integrity or safety of any existing improvements.

(iii) Ownership of Improvements. Unless otherwise agreed in writing by the parties, all Improvements made by Tenant to the Premises and not considered personal property (ex. security cameras/network) shall become the property of Landlord upon expiration or earlier termination of the Lease Term, without compensation to Tenant, and shall remain on the Premises unless Landlord requires removal. If so required, Tenant shall, at its sole cost, remove such Improvements and restore the Premises to its original condition, reasonable wear and tear excepted. The Tenant shall not make changes, alterations, restorations or improvements in, to or of the Premises, unless the Tenant shall first have received the Landlord's written consent, which consent will not be unreasonably withheld and which consent may be subject to compliance by the Tenant with reasonable conditions imposed by the Landlord.

(c) Aside from the Landlord's Work identified in Section 4 of this Lease, the Tenant shall reimburse the Landlord for any site improvements that the Landlord may make at the Tenant's request, including, but not limited to, paving, lighting, fencing, line striping, site clearance and grading, as negotiated by the parties, but not to exceed \$435,556.00 in aggregate without further approvals from the appropriate City of Stamford Boards. Any reimbursement so owed by the Tenant to the Landlord shall be Additional Rent.

8. Discharge of Liens. If any mechanic's or materialman's lien or charge or any other lien or charge shall be filed against the Premises, the Tenant shall (i) promptly and in no event later than 60 days from the filing thereof, cause the same to be cancelled or discharged of record, by bond or otherwise, (ii) defend any action, suit or proceeding which may be brought for the enforcement of such lien or charge, (iii) pay any damage suffered or incurred by the Landlord in connection therewith, (iv) satisfy and discharge

any judgment entered in connection therewith, and (v) indemnify, defend and hold the Landlord harmless from and against any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys' fees, resulting therefrom.

9. Indemnification; Non-liability of Landlord. (a) The Tenant shall indemnify, defend and hold the Landlord harmless from and against any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys' fees, which may be imposed upon or incurred by or asserted against the Landlord in connection with the Premises and the Tenant's occupancy of the Premises under this Lease, unless the same shall be due to the negligence or other wrongful acts or omissions of the Landlord, its agents, servants or employees.

(b) The Landlord shall not be liable for any damage or injury to persons or property which may be sustained by the Tenant or any other person as a consequence of the failure, breakage, leakage or obstruction of the systems and services of the Premises, or by reason of the elements or any other matter beyond the control or previous knowledge of the Landlord, or resulting from the negligence or improper conduct on the part of Tenant or Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors.

(c) If Landlord is unable to fulfill or is delayed in fulfilling any of Landlord's obligations under this lease, including but not limited to the initial conveyance of the Premises, by reason of acts of God, accidents, breakage, repairs, strikes, lockouts, other labor disputes, inability to obtain utilities or materials or by any other reason beyond Landlord's reasonable control, then such inability or delay by Landlord shall excuse the performance of Landlord for a period equal to the duration of such prevention, delay or stoppage, and no such inability or delay by Landlord shall constitute an actual or constructive eviction, in whole or in part, or entitle Tenant to any abatement or diminution of Base Rent or Additional Rent, or relieve Tenant from any of its obligations under this Lease, or impose any liability upon Landlord or Landlord's Agents by reason of inconvenience, annoyance, interruption, injury or loss to or interference with Tenant's business or use and occupancy or quiet enjoyment of the Premises or any loss or damage occasioned thereby.

10. Insurance. (a) During the term of this Lease, the Tenant, at its sole cost and expense, but for the mutual benefit of the Landlord and the Tenant, shall maintain or cause to be maintained, Comprehensive Bodily Injury and Property Damage Liability Insurance against claims for bodily injury, death or property damage, occurring in, on or about the Premises, naming the Landlord and the Tenant as the insureds, such insurance to afford minimum protection of not less than [REDACTED] Dollars (\$ [REDACTED]) in respect of bodily injury or death to any one person, and not less than [REDACTED] Dollars (\$ [REDACTED]) in respect of any one occurrence causing bodily injury or death, and not less than [REDACTED] Dollars (\$ [REDACTED]) for property damage in respect of any one occurrence, all of which may be carried in a combined, single limit policy.

(b) All insurance required under this Lease shall be effected under valid and enforceable policies issued by insurers of recognized responsibility which are licensed to do business in the State of Connecticut and which have been approved by the Landlord. Upon the execution of this Lease, and thereafter not less than thirty (30) days prior to the expiration date of any insurance policy required to be maintained under this Lease by Tenant, or any renewal or replacement thereof, the Tenant shall deliver to the Landlord, certificates of insurance (COIs) that evidence such renewals or replacements, as the case may be.

(c) The Landlord shall not be limited, in the proof of any damages under this paragraph which the Landlord may claim against the Tenant by reason of the Tenant's failure to provide and keep in force insurance as aforesaid, to the amount of the insurance premium or premiums not paid or incurred by the Tenant and which would have been payable upon such insurance.

11. Damage or Destruction. (a) If the Premises, or any part thereof, shall be damaged by fire the Tenant shall give prompt notice thereof to the Landlord, and this Lease shall continue in full force and effect except as hereinafter set forth.

(b) If, as a result of such casualty, the Premises shall be partially damaged or rendered partially unusable, the Landlord shall, at its option, repair such damage.

(c) If, as a result of such casualty, the Premises shall be totally destroyed or rendered totally unusable, then the rent and Additional Rent shall be apportioned as of the date of such casualty and thenceforth shall cease until the Premises has been repaired and restored, subject, however, to the Landlord's right not to repair and restore the same, as hereinafter provided.

(d) If, as a result of such casualty, the Premises shall be rendered totally unusable, or the Landlord elects not to restore it, then the Landlord may elect to terminate this Lease by written notice to the Tenant given within ninety (90) days after such casualty, which notice shall specify a date, not later than sixty (60) days after the date of such notice, for the termination of the Lease. Upon the date so specified, the term of this Lease shall expire as fully and completely as if such date were set forth herein as the Expiration Date. Unless the Landlord shall serve such notice, the Landlord shall repair and restore the Premises with reasonable diligence and the Tenant shall cooperate with the Landlord's efforts in this regard. The Tenant's liability for rent shall resume five (5) days after written notice from the Landlord that the Premises is substantially ready for the Tenant's occupancy.

(e) Nothing contained herein shall relieve the Tenant of any liability that may exist on account of such casualty.

(f) In the event the fire is the result of the act, omission, neglect or otherwise caused or attributable to the Tenant, its agents, officers, employees or

contractors, Tenant shall be responsible for any or all loss, injury and damage occasioned thereby, shall immediately commence at Tenants own cost and expense, repair, and restoration of the said Premises and any part of the Premises injured thereby and shall not be entitled to any rent abatement during the period of repair.

12. Condemnation. (a) If, during the term of this Lease, there shall be a total taking or constructive total taking of the Premises in condemnation proceedings or by right of eminent domain, or if there shall be a sale in lieu of such a taking, this Lease shall terminate as of the date title vests pursuant to such taking, and all rent and Additional Rent payable by the Tenant shall be apportioned and paid to the date of such taking. The term "constructive total taking" shall mean (i) a taking of such scope that the portion of the Premises not taken is insufficient, in the reasonable judgment of the Tenant, to render the remaining portion thereof suitable for continued use or occupancy in the business of the Tenant then being conducted thereon or (ii) a taking of the Premises is insufficient, in the reasonable judgment of the Landlord, to render the remaining portion thereof suitable for continued use or occupancy.

(b) If, during the term of this Lease, there shall be a taking which does not constitute a total taking or constructive total taking of the Premises (a "partial taking"), this Lease shall not terminate, and the Landlord shall, at its sole cost and expense, proceed with reasonable diligence to repair and restore the Premises as nearly as possible to its condition immediately prior to such taking. In the case of a partial taking of the Premises, the Tenant's obligation to pay rent shall be reduced, as of the date title vests pursuant to such taking, in proportion to the percentage of the Premises rendered untenable thereby.

(c) Subject to the rights of any fee mortgagee of the Premises, the Landlord shall be entitled to receive the entire award in any proceeding with respect to any such taking, without deduction therefrom for any estate vested in the Tenant by this Lease. The Tenant hereby assigns to the Landlord all of its right, title and interest in or to every such award. Nothing herein contained shall be deemed to prohibit the Tenant from making a separate claim in a separate proceeding for the value of the Tenant's inventory, moveable trade fixtures, machinery and moving expenses, provided that the making of any such claim does not adversely affect or diminish the Landlord's award.

13. Subordination. This Lease is and shall be subject and subordinate to any present or future mortgages on the Property (or any portion thereof), and the lien of any such mortgage shall be superior to all rights hereby or hereafter vested in the Tenant, to the full extent of the principal sum secured thereby and interest thereon. Tenant shall execute and deliver any and all additional instruments of subordination requested by Landlord or Landlord's mortgagee no later than two weeks from the date of any such request. The failure of Tenant to deliver any such additional instrument of subordination shall not negate or impair the subordination provision hereinabove contained. The Tenant agrees without further instruments of attornment in each case, to attorney to and recognize any such mortgagee, or its successors or assigns, or any such purchaser

becoming such owner for all purposes in place and instead of the Landlord named in this Lease.

14. Default. (a) If, at any time during the term of this Lease, one or more of the following events ("Events of Default") shall have occurred:

(i) if the Tenant shall fail to pay any sum of money which the Tenant shall be obligated to pay under this Lease, and any such failure shall continue for ten (10) days after said payment becomes due; or

(ii) if any execution or attachment shall be levied against the Tenant or any of the Tenant's property whereupon the Premises shall be taken or occupied by someone other than the Tenant; or

(iii) if the Tenant shall fail to perform or observe any of the other terms, covenants, conditions or agreements of this Lease, and such failure shall continue for fifteen (15) days after written notice to the Tenant of such failure, provided, that in case of any such default which cannot be cured by the payment of money and cannot with diligence be cured within said fifteen (15) day period, if the Tenant shall commence promptly to cure the same and thereafter prosecute the curing thereof with diligence and provide the Landlord with written evidence thereof, the time in which such default may be cured shall be extended for such period as is necessary to complete the curing thereof with such diligence; or

(iv) if this Lease shall be assigned, transferred, or pass to or upon one other than Tenant, except as herein provided; or

(v) if the Premises shall be abandoned or deserted or be occupied by someone other than Tenant; or

(vi) if Tenant shall make an assignment for the benefit of creditors, or shall file a voluntary petition under any bankruptcy or insolvency law, or an involuntary petition alleging an act of bankruptcy or insolvency is filed against Tenant, or whenever a petition shall be filed by or against Tenant seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or any future federal bankruptcy act or any other present or future applicable federal, state or other statute or law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Tenant or of all or any substantial part of its properties, or whenever a permanent or temporary receiver of Tenant or of or for the property of Tenant shall be appointed, or if Tenant shall plead bankruptcy or insolvency as a defense in any action or proceeding;

then and in any such case, the Landlord, at its option, may (but shall not be required to):

(x) elect to terminate this Lease at any time by giving five (5) business days' notice to the Tenant, electing to terminate this Lease, and the term of this

Lease shall expire at the expiration of said five days as fully and completely as if said date were the date herein originally fixed for the Expiration Date; or

(y) reenter the Premises and remove all personal property therefrom, either by summary proceedings or by any suitable action or proceeding at law, or by force or otherwise, all at the expense of Tenant, and without being subject to indictment, prosecution or damages therefore, and may have, hold and enjoy the Premises.

(b) In the case of any Event of Default, reentry, expiration and/or dispossession by summary proceedings or otherwise: (i) all sums payable by the Tenant hereunder shall become due thereupon and be paid up to the time of such reentry, dispossession and/or expiration, together with such reasonable expenses as the Landlord may incur for legal expenses, attorneys' fees, brokerage, and putting the Premises in good order or preparing the same for re-rental; (ii) the Landlord may, at its option, re-let the Premises or any part thereof, either in the name of the Landlord or otherwise, for a term or terms which, at the Landlord's option, may be less than or exceed the period which would otherwise have constituted the balance of this Lease and may grant concessions or free rent or charge a higher or lower rental than that in this Lease, but must make a reasonable effort to mitigate the Tenant's damages; and/or (iii) the Tenant or the legal representatives of the Tenant shall pay to the Landlord as liquidated damages for the failure of the Tenant to observe and perform the Tenant's covenants herein contained, any deficiency between the sums hereby reserved and/or covenanted to be paid and the net amount, if any, of the rents collected on account of the lease or leases of the Premises for each month of the period which would otherwise have constituted the balance of the term of this Lease. The failure of the Landlord to re-let the Premises or any part or parts thereof, provided the Landlord has made reasonable efforts to do so, shall not affect the Tenant's liability for damages. In addition to Tenant's liability for any said deficiency, Tenant shall also be liable, as damages, for all such reasonable expenses as the Landlord may incur in connection with re-letting and Tenant's breach, including, but not limited to, legal expenses, attorneys' fees, brokerage, advertising, and the cost of keeping the Premises in good order and preparing the same for reletting. Any such damages shall be paid in monthly installments by the Tenant on the day specified in this Lease for such payment, and any suit brought to collect the amount of the deficiency for any month shall not prejudice in any way the rights of the Landlord to collect a deficiency for any subsequent month by a similar proceeding.

(c) In the event of any breach by the Tenant of any of the covenants or provisions hereof, the Landlord shall have the right of injunction and the right to invoke any remedy allowed by law or in equity as if re-entry, summary proceedings and other remedies were not herein provided for. Mention in this Lease of any particular remedy shall not preclude the Landlord from any other remedy, in law or in equity. The Tenant, for itself, and for all persons claiming through or under it, including creditors of all kinds, hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of the Tenant's being evicted or dispossessed for any cause, or in the event of the Landlord's obtaining possession of the Premises, by reason

of the violation by the Tenant of any of the covenants and conditions of this Lease, or otherwise. The Tenant, for itself and for all persons claiming through or under it, hereby acknowledges that this Lease constitutes a commercial transaction, as such term is used and defined in Section 52-278a of the Connecticut General Statutes. The Tenant further expressly waives any and all rights which are or may hereafter be conferred on the Tenant by any present or future law to any new trial, to any trial by jury and/or any action of ejection under any provision of law, after reentry thereupon, or upon any part thereof, by the Landlord, or after warrant to dispossess or judgment in ejection.

15. Assignment, Subletting and Mortgaging. (a) Tenant covenants and agrees for Tenant and its successors, assigns, and legal representatives, that neither this Lease nor the term and estate hereby granted, nor any part hereof or thereof, will be assigned, mortgaged, pledged, encumbered, sublet or otherwise transferred, whether voluntarily, involuntarily, by operation of law, or otherwise, and that neither the Premises, nor any part thereof, will be encumbered in any manner by reason of any part of any act or omission on the part of Tenant, or will be used or occupied, or permitted to be used or occupied by anyone other than Tenant, or for any purpose other than as hereinbefore set forth, without the prior written consent of Landlord in every case, which shall not be unreasonably withheld. Tenant agrees that in the event Tenant desires to transfer, sublet or assign the Premises, and the annual rental to be paid by the proposed transferee, subtenant or assignee exceeds the annual rental then payable under this Lease, Landlord shall not be required to consent to said proposed transfer, sublease or assignment unless Landlord is satisfied with the transferee, sublessee or assignee and such rental is at then fair rental value and Tenant agrees to pay to Landlord fifty (50%) percent of the difference between (i) the rental received by Tenant and (ii) the rental then payable under the terms of this Lease. In determining the 50% differential referred to in the preceding sentence, Tenant shall be permitted to deduct from the differential the ordinary, necessary and reasonable costs of obtaining such assignment or sublease amortized over the term of such assignment or sublease. Any sublease or assignment of this Lease notwithstanding, Tenant shall remain liable for all rentals and other obligations of Tenant contained herein.

Landlord shall not be required to consent to a transfer, sublease or assignment in the event of any of the following: (i) this Lease is in default of any of its terms and conditions at the time that the transfer is requested or effectuated; (ii) the proposed transferee does not have comparable experience and credit; (iii) the net worth of the proposed transferee at the time of the proposed transfer is less than the net worth of the Tenant as of the commencement date of this Lease; (iv) the proposed transferee is not a reputable company or is otherwise detrimental to the overall image, tenant mix or effective operation of the Premises; or (v) the proposed transferee fails to provide a guaranty and guarantor satisfactory to Landlord. The foregoing limitations and restrictions are instructive only and not intended to be exhaustive.

(b) Intentionally omitted.

(c) Landlord shall not be required to consider, act upon or accept any request to assign or sublet the Premises, unless Tenant accompanies such request

with payment of the sum of \$1,500.00 for anticipated administrative cost in reviewing and evaluating such request.

(d) Any efforts on behalf of the Tenant to assign, mortgage, pledge, encumber, sublet or otherwise transfer this Lease or the rights of occupancy granted hereunder in contravention of the terms and provisions of this Section 13 and this Lease shall be null and void, at the option of the Landlord.

(e) Notwithstanding any of the provisions contained in this Section 15 of the Lease, the Tenant shall have the right to enter into sublease agreements with bus companies contracting with the City to utilize the Premises without (i) Landlord review and approval, (ii) rent sharing or (iii) payment of anticipated Landlord administrative costs, subject to Tenant remaining primarily liable for lease.

16. Entry by Landlord. (a) The Tenant shall permit the Landlord and his authorized representatives to enter the Premises at all reasonable times for the purpose of inspecting the same or making any necessary repairs thereto or performing any work therein that may be necessary by reason of the Tenant's failure to make any repairs or to perform any work that may be required under this Lease. Landlord agrees to (i) give three (3) business days advance notice of such access, and (ii) perform said repairs in such a manner as to cause no unreasonable impairment of Tenant's occupancy, to the extent practicable. Nothing herein contained shall create or imply any duty upon the part of the Landlord to do any such work, and the performance thereof by the Landlord shall not constitute a waiver of any default by the Tenant in failing to perform the same.

(b) The Landlord shall have the right to enter the Premises at all reasonable times for the purpose of showing the same to prospective purchasers, mortgagees and prospective tenants.

(c) The Landlord shall have the right to enter the Premises at any time in the event of an emergency.

17. Landlord's Right to Perform Tenant's Covenants. (a) If the Tenant shall at any time fail to make any payment in accordance with the provisions of this Lease, or shall fail to take out, pay for, maintain or deliver any of the insurance policies provided for in this Lease, or shall fail to perform any other act on its part required to be made or performed under this Lease, then the Landlord, after twenty (20) days' notice to the Tenant, or without notice, in case of an emergency, and without limiting the Landlord's other remedies and without waiving or releasing the Tenant from any obligation of the Tenant created under this Lease, may, but shall be under no obligation to, (i) make any such payment, or (ii) take out, pay for and maintain any such insurance policy, or (iii) perform any such other act, and (iv) enter upon the Premises, and take all such actions, thereon or therein, as may be reasonably necessary therefor.

(b) all sums paid by the Landlord and all costs and expenses, including reasonable attorneys' fees, incurred by the Landlord in connection with the

performance of any such act, together with interest thereon at the rate of ten percent (10%) per annum from the dates of the Landlord's making each such payment, shall be paid by the Tenant to the Landlord on demand as additional rent hereunder.

18. Quiet Enjoyment. The Landlord covenants and agrees with the Tenant that the Landlord will suffer and permit the Tenant to peaceably and quietly have, hold and enjoy the Premises, for the term hereof, without hindrance or molestation from Landlord or from any person lawfully claiming by, from or under the Landlord, subject, however, to the exceptions, exculpations, reservations and conditions contained in this Lease.

19. Surrender. (a) Upon the expiration or other termination of this Lease, the Tenant shall deliver to the Landlord the Premises and all appurtenances thereto, peaceably and quietly, in as good order and condition as when received, ordinary wear and tear and damage from fire or other casualty excepted.

(b) Any personal property of the Tenant which shall remain upon the Premises after the expiration or termination of this Lease and the Tenant's removal from the Premises shall be deemed to have been abandoned by the Tenant and either may be retained by the Landlord as his property, or may be disposed of in such manner as the Landlord may see fit, and the proceeds of any sale of such property may be retained by the Landlord, and the cost of disposal, if not retained or sold, shall be paid by the Tenant.

20. Tenant's and Landlord's Certification. Tenant and Landlord agree, at any time and from time to time, upon not less than ten (10) days' prior written request by one to the other, to execute, acknowledge and deliver a statement in writing certifying that this Lease is unmodified and in full force and effect, or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the modification, and the dates to which the rent and other charges have been paid in advance, if any, it being intended that any such statement delivered pursuant to this Paragraph may be relied upon by any prospective grantor, purchaser of the fee, or mortgagee or assignee of any mortgage upon the fee, of the Premises.

21. Recording. This Lease shall not be recorded but the parties agree, at the request of either of them, to execute a notice of lease for recording, containing the information required for an effective Notice of Lease by the General Statutes of Connecticut. In the event that Tenant requests that such a notice be recorded, Landlord shall not be obliged to execute such notice unless Tenant has irrevocably deposited a release of same in the form of an executed Quitclaim Deed with the Landlord's attorney, for the benefit of Landlord, with directions to deliver said release to Landlord upon any default by Tenant hereunder.

22. Exclusive Remedy. (a) No remedy herein or otherwise conferred upon or reserved to Landlord shall be considered exclusive of any other remedy given hereunder or now or hereafter existing at law or in equity or by statute, and every power and remedy given by this Lease to Landlord may be exercised from time to time and as often as

occasion may arise or as may be deemed expedient. No delay or omission of Landlord in exercising any right or power arising from any default shall impair any such right or power nor be construed to be a waiver of any such default or an acquiescence therein.

(b) No waiver of any breach of any of the covenants of this Lease shall be construed, taken or held to be a waiver of any other breach, or waiver, acquiescence in or consent to any further or succeeding breach of the same or any other covenant.

(c) Neither the rights herein given to receive, collect, sue for or distrain for any rent or rents, monies, or payments, or to enforce the terms, provisions and conditions of this Lease, or to prevent the breach or nonobservance thereof, or the exercise of any such right or of any other rights or remedies hereunder or otherwise granted or arising, shall in any way affect or impair or toll the right or power of Landlord to declare the term hereby granted ended, and to terminate Landlord's obligation under this Lease, because of any default in or breach of the covenants, provisions or conditions of this Lease by Tenant.

23. No Representations. Except as otherwise provided in Section 4 of this Lease, Tenant agrees that it has examined the Premises; that it is fully satisfied with the physical condition of said Premises; that neither Landlord, nor any representative of Landlord, has made any representation or promise upon which Tenant has relied or is relying concerning the condition of the Premises except as expressly set forth herein; that neither Landlord nor any representative of Landlord has made any representation upon which Tenant is relying that the Premises legally may be used for the uses hereinabove set forth, except as expressly herein set forth.

24. Brokerage. The Landlord and Tenant agree and acknowledge that the Tenant is exclusively represented by Newmark of Connecticut LLC (Newmark) and the Landlord is exclusively represented by Nizzardo Real Estate Services, LLC (Nizzardo). The Landlord shall be responsible for all commissions due and owing to Newmark and Nizzardo, pursuant to separate agreements with the Landlord, and the Landlord hereby holds harmless and indemnifies the Tenant therefrom, which shall be paid a commission equal to four percent (4%) of the total rent due over the lease term, payable in full upon lease execution pursuant to a separate agreement. In addition, Nizzardo Real Estate Services, LLC, representing the Landlord, shall be paid a commission equal to two (2%) of the total rent due over the lease term, also payable in full upon lease execution.

25. Holding Over. Any holding over after the expiration of the term hereof, or any sooner termination, with the prior written consent of the Landlord, shall be construed to be a tenancy from month to month at one and a half (1 1/2) times the last rent owed pursuant to this Lease and shall otherwise be on the same terms and conditions as herein specified so far as applicable. Any holding over without Landlord's consent shall entitle Landlord to reenter the leased Premises as provided in Paragraph 14 hereof.

26. Notices. All notices and demands, legal or otherwise, incidental to this Lease, or the occupation of the demised premises, shall be in writing. If the Landlord or its agent desires to give or serve upon the Tenant any notice or demand, it shall be sufficient to send a copy thereof by certified mail, return receipt requested, addressed to the City of Stamford Director of Operations with a copy to the City of Stamford Corporation Counsel at the Premises. Notices from the Tenant to the Landlord shall be sent by certified mail, return receipt requested or delivered to the Landlord at the address for Landlord first set forth above, or to such party or place as the Landlord may from time to time designate in writing, with a copy sent to Marc T. Miller, Esq., Neubert Pepe & Monteith, P.C. 195 Church Street, 13th Floor, New Haven, Connecticut 06510.

27. Invalidity of Particular Provisions. If any term, covenant, condition or provision of this Lease, or if the application thereof to any circumstance or to any person, shall be invalid or unenforceable to any extent, the remaining terms, covenants, conditions and provisions of this Lease, and the application thereof to any circumstance or to any person other than those as to which any of the same shall be held invalid or unenforceable, shall not be affected thereby and each remaining term, covenant, condition and provision of this Lease shall be valid and shall be enforceable to the fullest extent permitted by law.

28. Environmental. (a) Tenant shall strictly comply with all Governmental Requirements and precautions now or hereafter mandated or advised by any federal, state, local or other governmental agency with respect to the use, generation, storage, or disposal of hazardous, toxic or radioactive materials (collectively, "Hazardous Materials"). As herein used, Hazardous Materials shall include, but not be limited to, those substances defined as "hazardous substances," "hazardous materials," "hazardous wastes," "toxic substances," or other similar designations in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq. and any other governmental statutes, laws, ordinances, rules, regulations, advisories and guidelines. Tenant shall not cause, or allow anyone else to cause, any Hazardous Materials to be used, generated, stored, or disposed of on or about the Premises, other than those that are consistent with the Use, without the prior written consent of Landlord, which consent may be withheld in the sole discretion of Landlord, and which consent may be revoked at any time.

(b) Tenant shall indemnify Landlord from all liability, including all foreseeable and unforeseeable consequential damages, directly or indirectly arising out of the use, generation, storage or disposal of Hazardous Materials by Tenant or any person claiming under Tenant, including, without limitation, the cost of any required or necessary repair, removal, cleanup, or detoxification and the preparation of any closure or other required plans, whether such action is required or necessary prior to or following the termination of this Lease, to the full extent that such action is attributable, directly or indirectly, to the use, generation, storage or disposal of Hazardous Materials by Tenant or any person claiming under Tenant. Neither the written consent by Landlord to the use,

generation, storage or disposal of Hazardous Materials, nor the strict compliance by Tenant with all Governmental Requirements and precautions pertaining to Hazardous Materials, shall excuse Tenant from Landlord's obligation of indemnification pursuant to this subsection.

(c) Landlord shall indemnify and hold harmless Tenant from all liability, including all foreseeable and unforeseeable consequential damages, directly or indirectly arising out of the use, generation, storage or disposal of Hazardous Materials by Landlord or any person claiming under Landlord, including, without limitation, the cost of any required or necessary repair, removal, cleanup, or detoxification and the preparation of any closure or other required plans, whether such action is required or necessary prior to or following the termination of this Lease, to the full extent that such action is attributable, directly or indirectly, to the use, generation, storage or disposal of Hazardous Materials by Landlord or any person claiming under Landlord. Strict compliance by Landlord with all Governmental Requirements and precautions pertaining to Hazardous Materials shall not excuse Landlord from its obligation of indemnification pursuant to this subsection.

(d) If the presence of hazardous materials on the Premises caused or permitted by Tenant results in contamination or deterioration of water or soil resulting in a level of contamination greater than the levels established by any governmental agency having jurisdiction over such contamination, then Tenant shall promptly take any and all action necessary to clean up such contamination if required by law or as a condition to the issuance or continuing effectiveness of any governmental approval which relates to the use of the Premises. Tenant shall further be solely responsible for, and shall indemnify Landlord and his agents against, and shall defend and hold Landlord and his agents harmless from and against all claims, costs, damages and liabilities, including attorneys' fees and costs, arising out of or in connection with any removal, clean-up and restoration work and materials required hereunder to return the Premises and any other property of whatever nature to their condition existing prior to the appearance of the Hazardous Materials caused or permitted by Tenant. Tenant shall also execute and deliver to Landlord immediately upon request an indemnity agreement under which Tenant shall agree to defend, indemnify and hold harmless any lender of Landlord holding or intending to obtain a security interest in all or any part of the Premises, any purchaser of all or any part of the Premises and any title insurance company designated by Landlord or by any such lender or purchaser, from and against all claims, costs, damages and liabilities, including attorneys' fees and costs, and also including foreseeable and unforeseeable consequential damages directly or indirectly arising out of the use, generation, storage or disposal of Hazardous Materials by Tenant or any person claiming under Tenant.

(e) If the presence of hazardous materials on the Premises caused or permitted by Landlord results in contamination or deterioration of water or soil resulting in a level of contamination greater than the levels established by any governmental agency having jurisdiction over such contamination, then Landlord shall promptly take any and all action necessary to clean up such contamination if required by law or as a

condition to the issuance or continuing effectiveness of any governmental approval which relates to the use of the Premises. Landlord shall be responsible to the Tenant for any and all damages arising out of the resulting loss of use of the Premises due to such a cleanup and shall further be solely responsible for, and shall indemnify Tennant and his agents against, and shall defend and hold Tennant and his agents harmless from and against all claims, costs, damages and liabilities, including attorneys' fees and costs, arising out of or in connection with any removal, clean-up and restoration work and materials required hereunder to return the Premises and any other property of whatever nature to their condition existing prior to the appearance of the Hazardous Materials caused or permitted by Landlord. Landlord shall also execute and deliver to Tennant immediately upon request an indemnity agreement under which Landlord shall agree to defend, indemnify and hold harmless any sublessee of Tenant, holding or intending to obtain any interest in all or any part of the Premises, from and against all claims, costs, damages and liabilities, including attorneys' fees and costs, and also including foreseeable and unforeseeable consequential damages directly or indirectly arising out of the use, generation, storage or disposal of Hazardous Materials by Landlord or any person claiming under Landlord.

(f) As of the end of the term, Tenant shall containerize, remove from the property and dispose of all Hazardous Materials in compliance with all applicable Governmental Requirements and good practices. Approval of any plans of Tenant by Landlord shall not be deemed to be acquiescence to or approval of any violation of Governmental Requirements with respect to Hazardous Materials. At the time that it submits environmental reports and/or tests to any governmental authority, Tenant shall deliver a copy thereof to Landlord.

29. The Tenant shall pay and indemnify the Landlord against all legal costs and charges, including counsel fees, lawfully and reasonably incurred in obtaining possession of the leased Premises after a default of the Tenant or after the Tenant's default in surrendering possession upon the expiration or earlier termination of the term of this Lease or in enforcing any covenant, responsibility or promise of the Tenant herein contained.

30. Upon the execution of this Lease, the Tenant shall pay to the Landlord the following sums:

- a. The first month's rent of \$ [REDACTED];
- b. The security deposit of \$ [REDACTED];
- c. All insurance certificates for the insurance required hereunder.

31. Landlord's Liability. The term "Landlord" as used herein and throughout the Lease shall mean only the owners at the time in question of the fee title or a tenant's interest in a ground lease of the Premises. In the event of any transfer of such title or interest, from and after the date of such transfer, Landlord herein named (and in case of any subsequent transfers the then grantor) and each of its partners, principals, shareholders, beneficiaries or co-tenants (as the case may be) shall be relieved of all

liability as respects Landlord's obligations thereafter to be performed, provided that any monies in the hands of Landlord or the then grantor at the time of such transfer, in which Tenant has an interest, shall be delivered to the grantee. The obligations contained in this Lease to be performed by Landlord shall, subject as aforesaid, be binding on Landlord's successors and assigns, only to the extent accrued during their respective periods of ownership.

32. Setoff of Property Taxes Owed to the City of Stamford. Pursuant to the City of Stamford Code of Ordinances Section 23-18.4.1 and Section 12-146b of the Connecticut General Statutes, as amended, the Landlord hereby acknowledges that the Tenant shall have the right to set-off or withhold any payment, or portion thereof, due to the Landlord pursuant to this Lease if any taxes levied by the City of Stamford against any property, both real and personal, owned by the Landlord are delinquent and have been so delinquent for a period of not less than one year. Any amount withheld from the Tenant pursuant to this section shall be applied to the Landlord's delinquent taxes, provided, however, that no such amount withheld shall exceed the amount of tax, plus penalty, lien fees and interest, outstanding at the time of withholding.

33. Governing Law and Venue. The Landlord and Tenant deem this Lease to have been made in the City of Stamford, State of Connecticut and that it is fair and reasonable for the validity and construction of this Lease to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that these courts are courts of competent jurisdiction, for the purpose of venue, any complaint shall be made returnable to the Judicial District of Fairfield, at Stamford, only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court. The Landlord and Tenant hereby waive any objection which they may now have or will have to the laying of venue of any claims in any forum and further irrevocably submit to such jurisdiction in any suit, action or proceeding.

34. Captions. The captions and headings of the paragraphs of this Lease are for convenience only and shall not be deemed in any way to define or limit the terms and provisions of the paragraphs to which they refer or relate.

35. Gender, Etc. All references in this Lease to any gender shall be deemed to refer to all genders, and all references to the singular shall include the plural and vice versa.

36. Successors and Assigns. This Lease shall bind and ensure to the benefit of the Landlord and the Tenant and their respective successors and permitted assigns.

37. Right of First Refusal. Landlord hereby gives and grants to Tenant during the term of this lease, including any extensions, the right of first refusal to purchase the Premises as provided in this Section. Should Landlord receive or secure from any third party a bona fide purchase offer for the Premises acceptable to Landlord, Landlord shall, within ten (10) days following receipt of such offer, transmit a true copy of such offer to

Tenant. Tenant shall then have twenty (20) days following receipt of such offer (i) to notify Landlord, in writing, that Tenant elects to purchase the Premises upon the same terms and conditions as contained in said third-party offer; and (ii) Tenant shall close on the purchase of the Premises within a reasonable amount of time, pursuant to Sec. 9-7.1. of the City of Stamford Code of Ordinances, after the date Tenant elects to purchase the Premises, on the same terms as set forth in such third-party offer or as may otherwise be negotiated between Landlord and Tenant.

38. No Inference from Drafting. The parties both acknowledge that they have been represented by counsel, and that this Agreement has resulted from extended negotiations between the parties. No inference in favor of or against any party shall be drawn from the fact that such party has drafted any portion of this Agreement.

39. Counterparts. This Agreement may be executed in one or more counterparts and, if executed in more than one counterpart, the executed counterparts shall each be deemed to be an original but all such counterparts shall together constitute one and the same instrument. Delivery of an executed Agreement by one party to any other party may be made by facsimile or electronic mail (including any electronic signature complying with the Connecticut Uniform Electronic Transactions Act (CUETA), as amended from time to time, or other applicable law), and the parties hereto agree that any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

IN WITNESS WHEREOF, the parties hereto, hereunto duly authorized, have set their hands and seals as of the day and year first above written.

[Remainder of Page Intentionally Left Blank. Signature Page Follows.]

Signed, Sealed and
Delivered in the

P [Redacted]

Witness

[Redacted]

Witness

LANDLORD
SHORTLINE PROPERTIES, INC.

By: [Redacted] (seal)
Grace Vona, President
Duly authorized

STATE OF CONNECTICUT)
) ss. Norwalk
COUNTY OF FAIRFIELD)

April 23, 2026

Personally appeared Shortline Properties, Inc., a Connecticut corporation, by Grace Vona, its President hereunto duly authorized, signer and sealer of the foregoing instrument who acknowledged the same to be his free act and deed and the free act and deed of said corporation before me.

[Redacted]

Notary Public
Commissioner of the Superior Court



MARY SHARIMA ABUBO
NOTARY PUBLIC
STATE OF CONNECTICUT
MY COMM. EXP. 06-30-30



EXHIBIT A
THE PREMISES

