

GROUND LEASE

THIS LEASE, entered into and made effective as of the ____ day of _____, 2026, by and between the Town of Montville, a municipal corporation located in New London County in the State of Connecticut (the “Landlord”), with offices at 310 Norwich-New London Tpke, Uncasville, Connecticut 06382, and MONTVILLE 1 LLC, a Delaware limited liability company, having a business address of 433 South Main Street, Suite 219, West Hartford, CT 06110 (the “Tenant”).

WITNESSETH :

WHEREAS, Landlord is the fee simple owner of those premises known as PTA Lane in Montville, Connecticut, as more particularly described in Exhibit A attached hereto (the “Property”);

WHEREAS, Tenant is the owner of a certain parcel of land commonly known as 87 PTA Lane and is acquiring or may acquire the parcel commonly known as 15 Golden Road (collectively, together with any other adjoining or nearby parcels now or hereafter owned, leased, controlled or developed by Tenant or any Affiliate of Tenant, and any parcel or parcels resulting from any consolidation, subdivision, resubdivision or other reconfiguration thereof, the “Development Property”);

WHEREAS, Tenant intends to develop, operate, expand, reconfigure and/or redevelop the Development Property from time to time, and the Development Property directly abuts or is benefited by the Property;

WHEREAS, Tenant’s exclusive right to possess, use, occupy, improve, modify and control the Property is necessary and material to the present and future development, operation and redevelopment of the Development Property; and

WHEREAS, Tenant will construct the Relocated PTA Lane (as defined herein) for public use and will convey or grant to Landlord the property interest required for such relocated roadway, and, as material consideration therefor, Landlord desires to lease the Property to Tenant on the long-term and exclusive basis for the purpose of encouraging and supporting private commercial development, including but not limited to street vending, in connection with the Development Property.

NOW THEREFORE, in consideration of the promises and covenants contained herein, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties do hereby agree as follows:

ARTICLE 1 LEASED PREMISES, TERM, RENT

1.1 Leased Premises. Landlord hereby leases to Tenant the Property, exclusively and for Tenant’s sole possession and control, as more particularly described in Exhibit A, together with all of Landlord’s right, title and interest in and to all easements, rights-of-way, privileges, appurtenances and other rights benefiting or appertaining to the Property (collectively, the “Leased

Premises”). During the Term, Landlord shall have no right to possess, occupy, use, license, lease, dedicate, encumber, grant any easement or other right in, or otherwise interfere with the Leased Premises, except with Tenant’s prior written consent or as expressly provided herein. Said Leased Premises are depicted on a certain map or plan entitled _____ dated _____, Sheet ___ of ___, prepared by _____, which is filed as Map No. _____ on the Montville Land Records.

1.2 Rent. Tenant shall pay to Landlord a one-time rental fee of One Dollar (\$1.00) on the Effective Date. Except as provided herein, Tenant also shall (a) pay Landlord the sum of Three Hundred Fifty Thousand Dollars (\$350,000.00) toward the costs and expenses associated with the relocation and reconstruction of a playscape at the Elementary School; said payment to be made within sixty (60) days of written demand by Landlord, (b) construct, at Tenant’s sole cost and expense, the Relocated PTA Lane in a timely and good and workmanlike quality in full accordance with the Landlord’s town road standards and as provided herein, (c) upon completion of the Relocated PTA Lane and its acceptance by Landlord, convey fee simple title of it without encumbrance to Landlord, (d) erect at Tenant’s sole cost and expense an enhanced buffer with fencing along the completed perimeter of the eastern boundary of the abutting school property and (e) pay real estate taxes assessed against the Leased Premises as though the Tenant owned fee simple title to the Leased Premises in the same manner and time as real estate taxes are paid by law in Connecticut, as provided in Article 4 hereof. Tenant shall not pay any other rent or other charges to Landlord because the development of the Property for commercial use will result in significant direct and indirect benefits to Landlord, including increases in annual tax revenue.

1.3 Effective Date; Commencement Date. This Lease shall be effective and binding upon Landlord and Tenant as of the date first set forth above (the “Effective Date”). The right-of-way commonly known as PTA Lane shall be relocated through the construction of the road identified as “_____” in Exhibit B, attached hereto and made part hereof (the “Relocated PTA Lane”), in accordance with the Plans approved pursuant to Section 3.6. Tenant’s exclusive possessory rights in the Leased Premises and the Initial Term shall commence on the date upon which Tenant completes construction of the Relocated PTA Lane in substantial accordance with the Plans approved or deemed approved by Landlord pursuant to Section 3.6 and delivers written notice of such completion to Landlord (the “Commencement Date”). Landlord shall, within thirty (30) business days after receipt of Tenant’s notice of completion, inspect the Relocated PTA Lane and either confirm in writing that the Relocated PTA Lane has been completed in substantial accordance with the Plans or provide Tenant with a reasonably detailed written list of any material deviations from the Plans. If Landlord fails to provide such written confirmation or list within such thirty (30) business day period, the Relocated PTA Lane shall be deemed completed in substantial accordance with the Plans for purposes of this Lease. Minor punch-list items or other matters that do not materially impair the safe use and operation of the Relocated PTA Lane for its intended purpose shall not delay the Commencement Date. Any formal acceptance of the Relocated PTA Lane as a public highway or other governmental action required by applicable law shall remain subject to applicable law and shall not be deemed granted by the foregoing contractual deemed-completion provision. Landlord and Tenant shall execute and record a “Memorandum of Commencement Date,” confirming the exact calendar date of the Commencement Date, within thirty (30) days after such written notice. Prior to the Commencement Date, Tenant and its agents, employees, contractors and consultants shall have the right to enter upon the Leased Premises and such other property of Landlord as is reasonably necessary for purposes of surveying, engineering,

permitting, constructing and completing the Relocated PTA Lane and otherwise performing Tenant's obligations contemplated by this Lease, subject to applicable law and the insurance and indemnification requirements applicable to such activities. From and after the Effective Date, Landlord shall not sell, convey, lease, license, encumber or otherwise grant any interest in the Leased Premises, or take any proprietary action inconsistent with Tenant's rights under this Lease, without Tenant's prior written consent. During such entry Tenant shall not obstruct the use of PTA Lane nor cause any damage to the Leased Premises; without limitation, should Tenant or any of its contractors or agents cause any damage to the Leased Premises, Tenant immediately shall restore the Leased Premises to the condition it was in prior to said entry at Tenant's sole cost and expense.

1.4 Term. The initial term of this Lease shall commence on the Commencement Date and shall continue until 11:59 p.m. on the last day of the month in which the ninety-ninth (99th) anniversary of the Commencement Date occurs (the "Initial Term"), unless sooner terminated by Tenant in accordance with this Lease. The Initial Term and each Renewal Term are collectively referred to as the "Term."

1.5 Automatic Renewal. So long as this Lease has not been earlier terminated in accordance with its terms, upon expiration of the Initial Term, and upon expiration of each Renewal Term thereafter, this Lease shall automatically renew for an additional term of ninety-nine (99) years (each, a "Renewal Term") upon the same terms and conditions, without any notice, election, further act or instrument by Tenant or Landlord, unless Tenant gives Landlord written notice of Tenant's election not to renew at least one hundred eighty (180) days before expiration of the then-current Term. Tenant's renewal rights are unconditional and shall not be affected by any default, alleged default or other circumstance. The parties shall, upon Tenant's request, execute and record a memorandum confirming any Renewal Term, but failure to execute or record such memorandum shall not affect the automatic renewal.

ARTICLE 2 USE AND CONDITION OF LEASED PREMISES

2.1 Use. Tenant may use the Leased Premises for the purpose of private commercial development, including, without limitation, street vending, and in any manner Tenant determines useful or desirable in connection with the Development Property, including, without limitation, the development, construction, use, operation, maintenance, repair, replacement, expansion, reconfiguration, subdivision, consolidation and redevelopment from time to time of all or any portion of the Development Property. Permitted uses may include buildings and structures, parking, access and drive aisles, loading areas, utilities, drainage and stormwater facilities, grading, landscaping, signage, outdoor uses, infrastructure, temporary construction uses and any other lawful improvements or uses. The Leased Premises may benefit, serve or be used in connection with any one or more parcels comprising the Development Property, regardless of present or future ownership configuration, subdivision, consolidation or conveyance. Tenant shall, at its own cost and expense, obtain approvals legally required for Tenant's use, provided Landlord shall cooperate as required herein. During the Term the Tenant shall allow the Town to sponsor and hold a bazaar on the Leased Premises for street vending upon request by the Town no more than one weekend a year, so long as the Town provides in advance adequate evidence of general

liability insurance coverage; provided that the location, timing and manner of such use shall be reasonably approved by Tenant and shall not materially interfere with access, parking, loading, deliveries, construction, operation or use of the Development Property or the rights of any tenant, subtenant, occupant or other user thereof.

2.2 “As Is” Condition. The Landlord and Tenant acknowledge and agree that the Leased Premises is being granted by Landlord “AS IS,” “WHERE IS,” and “WITH ALL FAULTS,” and that Landlord has made no representation or warranty concerning the condition hereof, environmental or otherwise, or the adequacy of the Leased Premises for the Tenant’s use or purpose. TENANT SPECIFICALLY ACKNOWLEDGES THAT LANDLORD IS LEASING AND TENANT IS ACCEPTING AND ACQUIRING THE LEASED PREMISES ON AN “AS IS” WITH “ALL FAULTS” BASIS AND THAT TENANT IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM LANDLORD, ITS AGENTS, OR BROKERS AS TO ANY MATTERS CONCERNING THE LEASED PREMISES, INCLUDING WITHOUT LIMITATION: (i) the quality, nature, adequacy and physical condition of the Leased Premises; (ii) the quality, nature, adequacy, and physical condition of soils, geology and any groundwater, (iii) the existence, quality, nature, adequacy and physical condition of utilities serving the Leased Premises, (iv) the development potential of the Leased Premises, and the Leased Premises’ use, habitability, merchantability, or fitness, suitability, value or adequacy of the Leased Premises for any particular purpose, including collateral for a loan, (v) the zoning or other legal status of the Leased Premises or any other public or private restrictions on use of the Leased Premises, (vi) the compliance of the Leased Premises or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions and restrictions of any governmental or quasi-governmental entity or of any other person or entity, (vii) the presence or removal of hazardous or toxic materials, substances or wastes (collectively, “hazardous materials” as defined below) on or under the Leased Premises, (viii) the quality of any labor and materials used in any improvements on the Leased Premises, or (ix) the condition of title to the Leased Premises. Notwithstanding the foregoing, nothing in this Section releases Landlord from liability for contamination first introduced by Landlord after the Effective Date, Landlord’s fraud or intentional misrepresentation, Landlord’s negligence or willful misconduct, in each case to the extent liability therefor may be imposed under applicable law, or any breach of Landlord’s express representations, covenants or obligations under this Lease, including its representations concerning title and authority.

2.3 Compliance with Law. During the Term, Tenant shall comply with and shall cause the Leased Premises to comply with (a) all federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations and ordinances including those which require the making of any structural, unforeseen or extraordinary changes, whether or not any such statutes, laws, rules, orders, regulations or ordinances which may be hereafter enacted involve a change of policy on the part of the governmental body enacting the same and (b) all rules, orders and regulations of the National Board of Fire Underwriters of Landlord’s fire insurance rating organization or other bodies exercising similar functions in connection with the prevention of fire or the correction of hazardous conditions. Tenant may defer such compliance so long as the validity of such statute, law, rule or regulation or ordinance shall be contested by Tenant in good faith by appropriate legal proceedings and if Tenant first gives Landlord appropriate assurance against any loss, cost or expense on account thereof. Tenant covenants and warrants that Tenant’s use of the Leased

Premises will at all times comply with and conform to all laws, statutes, ordinances, rules and regulations of any governmental, quasi-governmental, or regulatory authority which relate to the transportation, storage, placement, handling, treatment, discharge, generation, production or disposal of any Hazardous Substances of any kind, and any substance which is regulated by any Federal, State and/or local law, statute, ordinance, rule or regulation, including but not limited to all Environmental Laws.

For purposes of the Lease, the term "Environmental Law" shall mean (1) Emergency Planning and Community Right-to-Know Act, 42 U.S.C. & 11001 et seq. ("EPCRA"); (2) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. & 9601 et seq. ("CERCLA"); (3) the resource Conservation and Recovery Act, as amended, 42 U.S.C. & 6901 et seq. ("RCRA"); (4) the Occupational Safety and Health Act of 1970, as amended 29 U.S.C. & et seq. ("OSHA"); (5) Hazardous Materials Transportation Act, 49 U.S.C. App. & 1801 et seq. ("HMTA"); (6) the Toxic Substances Control Act, 15 U.S.C. & 2601 et seq. ("TSCA"); (7) the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. & 136 et seq. ("FIFRA"); (8) Federal Water Pollution Control Act, 33 U.S.C. & 1251 et seq.; (9) Clean Air Act, 42 U.S.C. & 7401 et seq. ; (10) C.G.S.A. 22A-170, et seq. (abatement of air pollution); (11) C.G.S.A. 22a-207 et seq. (solid waste management); (12) C.G.S.A. 22a-416 et seq. (water pollution control); (13) C.G.S.A. 22a-449a et seq. (underground storage tanks); (14) C.G.S.A. 22a-134 et seq. (hazardous waste); (15) Hazardous Waste Establishment Transfer Act, G.G.S.A. 22a-134 et seq. ; and (16) any and all past, present and future laws, including common laws, statutes, ordinances, regulations, permits, policies, executive orders or directives, federal, state and local in any way related to pollution, the protection of human health or the environment applicable to the Property, or the operation of Lessee's business at the Leased Premises.

For purposes of this Lease, the terms "Hazardous Waste" and "Hazardous Substance," whether capitalized or not, shall mean asbestos, asbestos-containing materials; PCBs, urea-formaldehyde and urea-formaldehyde foam insulation, nuclear fuel or waste, petroleum or petroleum products, natural gas, and any hazardous waste, toxic substance, related components, related constituents, pollutant or contaminant, including, without limitation, any substance-defined or treated as a 'hazardous chemical', "hazardous substance", "hazardous waste", "hazardous material," "pesticide" (similar term) in any applicable Environmental Law.

ARTICLE 3 TENANT IMPROVEMENTS

3.1 Ownership of Improvements and Surrender of Leased Premises. Until the termination of this Lease, title to any new building hereafter erected on the Leased Premises and any improvement, addition, change or alteration made by Tenant shall remain in Tenant; and Tenant alone shall be entitled to claim all depreciation on Tenant's income tax returns for any such building, building equipment, improvement, addition, change or alteration.

3.2 Erection and Alteration of Improvements. Tenant shall have the right, at any time and from time to time during the Term and without Landlord's consent, to raze and remove existing improvements; grade, excavate, fill, pave and otherwise alter the Leased Premises; and construct, install, relocate, renovate, replace, expand, reconfigure, raze, demolish and remove

buildings, structures, parking areas, access drives, curb cuts, utilities, drainage and stormwater facilities, retaining walls, signage, landscaping and any other improvements or facilities Tenant determines useful or desirable for the Development Property. Tenant shall have no obligation to construct, repair, maintain, restore or leave any particular improvement on the Leased Premises at expiration or termination. All insurance carried on improvements placed on the Leased Premises by Tenant shall inure solely to Tenant, and Landlord shall have no claim thereto.

3.3 Demolition of Improvements. At any time during the Term of this Lease, notwithstanding anything in this Lease to the contrary, Tenant may at its sole option, (but shall not be obligated to), remove any or all additions, improvements, fixtures, installations, moveable trade fixtures, furniture and other personal property which were placed in the Leased Premises by Tenant and funded by Tenant, provided Tenant shall repair any damage to the Leased Premises occasioned by such removal. All work with respect to any alterations, additions and changes shall be done in a good and workmanlike manner. Any such changes, alterations and improvements shall be performed in accordance with the laws and ordinances relating thereto.

3.4 Ownership of Improvements on Termination. Should the Tenant erect any improvements on the Leased Premises and not remove the same prior to the expiration or other termination of this Lease, then all such improvements shall become the property of the Landlord upon the expiration or other termination of this Lease.

3.5 Required Approvals. Nothing in this Lease shall constitute approval of any permit, license or governmental approval required by applicable law, and Tenant shall comply with applicable laws governing its use and improvements. Nothing herein limits Landlord's lawful exercise of its governmental or police powers in its governmental capacity; provided, however, that the foregoing shall not relieve Landlord, in its proprietary capacity as fee owner and landlord, from any covenant, obligation or restriction imposed upon Landlord under this Lease, nor permit Landlord to use its proprietary rights in the Leased Premises to restrict, condition, delay or interfere with Tenant's rights hereunder.

3.6 Tenant's Construction of Relocated PTA Lane. In addition to any permits and approvals as may be required by applicable law, Tenant shall not commence construction of the Relocated PTA Lane unless and until Tenant shall have caused drawings and specifications thereof, together with a construction schedule, to be submitted to Landlord for review and approval (collectively, the "Plans"). The Plans shall provide for construction of the Relocated PTA Lane in accordance with Landlord's applicable town road standards. Landlord shall, within forty-five (45) business days after receipt of the Plans, either approve the Plans or provide Tenant with reasonably detailed written comments identifying any portions thereof that do not comply with such standards or are otherwise reasonably unacceptable to Landlord. Landlord's approval shall not be unreasonably withheld, conditioned or delayed. If Landlord fails to approve the Plans or provide such written comments within such forty-five (45) business day period, the Plans shall be deemed approved by Landlord. Any resubmission made by Tenant in response to Landlord's comments shall be reviewed by Landlord within fifteen (15) business days after receipt and shall be deemed approved if Landlord fails to provide further reasonably detailed written comments within such period. Landlord's approval or deemed approval of the Plans pursuant to this Section shall constitute Landlord's approval solely in its proprietary capacity as landlord and anticipated owner

of the Relocated PTA Lane and shall not constitute or substitute for any permit, approval, acceptance or other governmental action required by applicable law including review and approval of a site plan by the Landlord's Planning and Zoning Commission. All construction work performed in the Leased Premises shall be performed promptly, efficiently and in a good and workmanlike manner by a licensed and quality contractor, who will, prior to commencing work, deliver to Landlord evidence of insurance coverage satisfactory to Landlord, including builder's "all risk", and comprehensive general liability ("CGL") insurance with respect to any and all of Tenant's construction, naming Landlord. The builder's "all risk" may be waived if the CGL policy provides similar coverage protection for damage to third-party property. Tenant agrees to indemnify and hold the Landlord harmless against any loss, liability or damage resulting from such work. Following completion, Tenant shall furnish Landlord with "as-built" drawings.

The Plans shall include a permanent easement for the benefit of real property at 1905 Route 32, allowing vehicular access and egress from such property's eastern property line over the property of the Tenant to the nearest safe access point to PTA Lane as will be shown on the Plans. Such easement shall be granted to the owner of 1905 Route 32 prior to the Commencement Date. This easement shall not be required if the Landlord's Planning and Zoning Commission approves the Tenant's site plan without it.

3.7 Discharge of Liens. No work done by Tenant pursuant to this Lease within the Leased Premises, whether in the nature of construction, alteration or repair, shall be deemed to be for the immediate use and benefit of Landlord so that no mechanic's or other lien shall be allowed against the estate of Landlord. Tenant agrees to pay promptly all contractors and materialmen for any labor, services, materials, supplies or equipment furnished to Tenant so as to minimize the possibility of a lien attaching to the Leased Premises and should any such lien be filed, it shall be immediately discharged by Tenant either by payment or by the filing of the necessary bond or otherwise. If Tenant shall fail to cause such lien to be so discharged or bonded after being notified of the filing thereof, then, in addition to any other right or remedy of Landlord, Landlord may, after written notice containing a reasonable period to cure, the same by paying the amount claimed to be due and the amount so paid, including reasonable attorney's fees incurred by Landlord in procuring the discharge of such lien, shall be paid by Tenant to Landlord upon demand.

ARTICLE 4

TAXES, UTILITIES, AND OTHER IMPOSITIONS

4.1 Real Property Taxes. (a) At the date of this Lease, the fee simple in the Leased Premises owned by the Landlord is exempt from *ad valorem* property taxes. If at some time during the term of the Lease the Landlord will no longer own the fee, then actual *ad valorem* taxes shall be paid in accordance with law. Until then, the provisions of this Article 4 shall be in effect.

(b) It is the Tenant's and Landlord's desire to prevent the Landlord from being deprived of the property tax revenue that would be generated by the Leased Premises were it conveyed to Tenant in fee and not by leasehold, which deprivation would be occasioned by total tax abatement on account of the Landlord's fee interest therein being exempt from *ad valorem* property taxes. In order to prevent that from occurring, the Tenant fully and unconditionally acknowledges and agrees that, upon the Effective Date, the Leased Premises and any improvements thereon shall be

treated, assessed and billed by Landlord as fully assessable and taxable as any fee interest would be in accordance with law, whether separately or in combination with other parcels making up the Development Property. The Tenant hereby fully and unconditionally waives any and all rights it has or may have to assert, by claim or defense, that the Leased Premises is exempt from such taxation.

Landlord and Tenant agree that Tenant shall enjoy, to the fullest extent possible, all rights and remedies under Sections 12-117a and 12-119 to challenge the assessed values made by the Landlord's assessor and board of tax review. Neither Landlord nor Tenant shall assert any claim or defense against the authority of the board of tax review to review and enter decisions or judgments, as the case may be, made pursuant to such law.

All such tax payments by Tenant shall be made in the same manner and time as are required for ordinary municipal real estate tax bills, including statutory late payment interest and penalties.

(c) In the event that a court of competent jurisdiction nevertheless decides that the Leased Premises is not taxable as intended herein by the parties, then the Tenant shall pay to Landlord payments in lieu of taxes ("PILOT") as provided in this subsection (c). The PILOT shall be established using the following calculation:

Not later than October 1 of the year immediately preceding the Effective Date (of the date of such court decision, as the case may be), and each revaluation year following, the Landlord's assessor shall determine the true and actual fee simple value of the Leased Premises and improvements within it as provided by Connecticut General Statutes Section 12-63. The assessor may determine the value as separate from, or as a part of and integral to, the Development Property; provided, however, that no value attributable to the Leased Premises or improvements thereon shall be duplicated or otherwise included more than once in determining the assessed value of the Leased Premises and the Development Property. The assessor shall within thirty (30) days thereafter send notification of such value to the Tenant, and in said notice establish an assessment amount equivalent to seventy percent (70%) of it. Thereafter, on July 1 of the year following, Tenant shall make a payment to Landlord of an amount equal to the product of the assessed value times the tax (mill) rate then in effect for the Town of Montville. Tenant may elect to make the said payment in two equal semi-annual payments, on July 1 and January 1. Should payment not be made in full by the first of the month following, the Landlord shall be entitled to interest on all unpaid amounts at the rate of eighteen percent (18%).

Should Tenant disagree with the valuation made by the assessor under this subparagraph and desire to seek its reduction, the Tenant may, within ninety (90) days of the date of notice, challenge the valuation in a writing addressed to the Landlord, otherwise the valuation shall be final. Should the Tenant send notice of challenge and the parties shall fail to agree upon a valuation within sixty (60) days thereafter, the Tenant may initiate arbitration proceedings in accord the rules then prevailing with the American Arbitration Association except that there shall be one arbitrator and such arbitrator shall be a duly qualified commercial real estate appraiser. Notwithstanding any challenge or arbitration, Tenant's payment shall not be tolled but shall continue to be made in an amount calculated using the challenged assessment. Should arbitration result in a reduced

valuation, the Tenant shall be credited any overpayment of PILOT against future payments until fully reimbursed. Tenant shall not be entitled to interest.

Tenant shall provide Landlord and its assessor, and any appraisers it engages, with access to the Leased Premises for purposes of determining said valuation.

Notwithstanding anything to the contrary, the Landlord's assessor may adjust and modify the value assessment in the same manner and for the same reasons a municipal assessor is allowed to do so for real property pursuant to the Connecticut General Statutes, to take into account such things as demolition or construction of improvements. Nothing herein shall require the Landlord's assessor to make any changes in the valuation, except on every town-wide revaluation year or as required of an assessor under the Connecticut General Statutes for real property within the Town of Montville.

Should the Landlord issue a town wide supplemental tax bill, Tenant shall make payment of an amount equal to the product of the assessed value times the tax (mill) rate set forth in the supplemental bill within thirty (30) days of the bill.

In calculating value of the leased premises for the Tenant's PILOT obligations hereunder, reductions that arise by way of the Leased Premises' inclusion into a qualified district or zone, such as an enterprise zone or a zone that is eligible for enterprise zone-level benefits, shall be taken into account.

(d) Nothing herein shall relieve or release, or affect in any way, Tenant's obligations for other taxes, including but not limited to personal property and motor vehicle tax.

4.2 Payment of Taxes and Other Impositions. Tenant shall be responsible for all taxes and assessments, service bills, utilities charges, license and permit fees, and other governmental charges, no matter how designated, that relate to the Leased Premises and any improvements located thereon (all such taxes, assessments, service bills, utilities charges, license and permit fees, and other governmental charges being hereinafter referred to collectively as "Impositions," and any of the same being hereinafter referred to as an "Imposition"). Except as hereinafter provided, Tenant shall pay all such Impositions promptly when due.

If, by law, any Imposition may at the option of the taxpayer be paid in installments (whether or not interest shall accrue on the unpaid balance of such Imposition), Tenant may exercise the option to pay the same (and any accrued interest of the unpaid balance of such Imposition) in installments and, in such event, shall Pay such installments as may become due during the term of this Lease as the same respectively become due and before any fine, penalty, further interest or cost may be added thereto; provided, however, that upon any termination of this Lease, Tenant forthwith, shall prepay any installments which fall due thereafter.

4.3 Right to Contest. Tenant shall have the right to contest the amount or validity, in whole or in part, of any Imposition by appropriate proceedings diligently conducted in good faith. Should the Leased Premises or any part thereof become subject to an *ad valorem* tax or charge, Tenant shall have the right to seek a reduction in the valuation of the Leased Premises assessed for

tax purposes and to prosecute any action or proceeding which may be appropriate for seeking or obtaining such reduction and to receive any tax refund payable as a result of any proceeding which Tenant may institute.

Upon the termination of any such proceedings (which shall include any appeals from and petitions for review of any orders, decrees or judgments deemed by Tenant to be adverse or unfavorable, Tenant shall pay the amount of such Imposition or part thereof as finally determined in such proceedings, the payment of which may have been deferred during the prosecution of such proceedings, together with any costs, fees, interest, penalties or other liabilities in connection therewith.

4.4 Landlord Participation. Landlord shall not be required to join in any proceedings referred to in this Article unless the provisions of any law, rule or regulation at the time in effect shall require that such proceedings be brought by and/or in the name of Landlord or any owner of the Leased Premises, in which event Landlord shall join in such proceedings or permit the same to be brought in its name. Landlord shall not ultimately be subjected to any liability or the payment of any cost or expenses in connection with any such proceedings, and Tenant will indemnify and save harmless Landlord from any such costs and expenses. Except as otherwise provided in this Lease, Tenant shall be entitled to any refund of any Imposition and penalties or interest thereon received by Landlord which have been paid by Tenant, or which have been paid by Landlord but previously reimbursed in full by Tenant.

ARTICLE 5

RIGHT TO ASSIGN, SUBLEASE, ENCUMBER, AND OPTION TO PURCHASE

5.1 Assignment and Subletting. Tenant may, without Landlord's consent, assign this Lease in whole or in part, sublet all or any portion of the Leased Premises, and permit concessionaires, licensees, occupants or others to use or enjoy all or any portion thereof. Tenant may assign this Lease in connection with any sale, transfer, financing, subdivision, consolidation or reconfiguration of all or any portion of the Development Property. Upon an assignment of Tenant's entire interest in this Lease to the owner, ground lessee or controlling party of all or a material portion of the Development Property, the assigning Tenant shall be released from obligations first arising after the effective date of such assignment. No transfer or reconfiguration of any parcel comprising the Development Property shall impair the continuing right to use the Leased Premises for the benefit of the remaining or transferred portions of the Development Property as determined by Tenant. Any sublease, license, easement or other right granted by Tenant may have a term coextensive with the then-current Term and may include renewal or extension rights corresponding to Tenant's renewal rights hereunder. Upon written notice from Tenant identifying any subtenant of all or any material portion of the Leased Premises or any subtenant whose rights in the Leased Premises are material to the use or development of the Development Property (a "Recognized Subtenant"), Landlord shall recognize such sublease and shall simultaneously deliver to such Recognized Subtenant a copy of each notice of Tenant default. Landlord shall not terminate this Lease or disturb the possession or rights of a Recognized Subtenant unless such Recognized Subtenant has been afforded the same cure period available to Tenant, plus an additional sixty (60) days, and such additional time as is reasonably necessary to cure any default that cannot reasonably be cured within such period so long as such Recognized

Subtenant diligently pursues such cure. If this Lease is terminated notwithstanding the foregoing, so long as Landlord succeeds to the rights of Tenant under the applicable sublease Landlord shall recognize the applicable sublease of each Recognized Subtenant as a direct lease between Landlord and such Recognized Subtenant for the remainder of its stated term, including any renewal or extension rights thereunder, upon the same terms applicable to the subleased premises, provided such Recognized Subtenant is not then in default beyond any applicable notice and cure period.

5.2 Encumbrances; Leasehold Mortgagees. Tenant may at any time mortgage, pledge, encumber or otherwise grant a security interest in all or any portion of Tenant's leasehold estate without Landlord's consent. Upon written notice identifying a leasehold mortgagee and its notice address, Landlord shall provide such mortgagee a copy of every notice of alleged Tenant default and shall not exercise any remedy against Tenant unless such mortgagee has been afforded the same cure period available to Tenant plus an additional sixty (60) days, and such additional time as is reasonably necessary if possession, foreclosure or other enforcement proceedings are required and are diligently pursued. No leasehold mortgagee shall be liable for Tenant's obligations solely by reason of holding its mortgage. Foreclosure, deed or assignment in lieu thereof, or a transfer by a leasehold mortgagee or its designee shall be permitted without Landlord's consent. Upon request, Landlord shall execute commercially reasonable confirmations, estoppels and leasehold mortgagee agreements consistent with this Section.

5.3 Purchase by Tenant. At any time after the Landlord accepts the completed Relocated PTA Lane, Tenant shall have an irrevocable option to purchase all of Landlord's fee interest in the Leased Premises for One Dollar (\$1.00) at any time Landlord is legally authorized to convey such interest, including, without limitation, upon the discontinuance or abandonment of the existing PTA Lane, a determination that all or any portion thereof is no longer required for public highway or other public purposes, or any proposal by Landlord to sell, transfer or otherwise dispose of all or any portion of the Leased Premises. Landlord shall promptly notify Tenant upon the occurrence of any such event and shall reasonably cooperate, at no material out-of-pocket cost to Landlord, in obtaining any municipal or other approvals necessary to permit such conveyance. Tenant may exercise the option by written notice, after which Landlord shall convey good and marketable fee title to the applicable property to Tenant or its designee for \$1.00 by a deed reasonably acceptable to Tenant. This option shall run with Tenant's leasehold estate and shall be freely assignable with this Lease.

ARTICLE 6 LANDLORD COVENANTS; DEFAULTS; REMEDIES

6.1 Quiet Enjoyment; Noninterference. So long as this Lease remains in effect, Tenant shall peaceably and quietly have, hold, occupy, use and enjoy the Leased Premises without hindrance, disturbance, interruption, restriction or interference by Landlord or any person claiming by, through or under Landlord. Landlord shall not take or permit any proprietary action affecting the Leased Premises that restricts, blocks, impairs or interferes with access to or from the Development Property, the use of the Leased Premises, or the development, construction, operation or redevelopment of the Development Property.

6.2 Landlord Default. Any breach by Landlord of this Lease shall constitute a Landlord default if Landlord fails to cure within sixty (60) days after written notice from Tenant; provided that if the breach materially restricts, blocks or threatens access to or from the Development Property, interferes with construction or operation of the Development Property, clouds or impairs Tenant's leasehold estate, or otherwise creates an emergency or material risk of immediate harm, Tenant shall not be required to provide any cure period beyond such notice, if any, as is reasonably practicable under the circumstances. Landlord acknowledges that interference with Tenant's possession, access or development rights may cause immediate and irreparable harm for which monetary damages would be inadequate.

6.3 Tenant Remedies. Upon a Landlord default, Tenant may exercise any and all rights and remedies available at law or in equity, cumulatively and without election, including specific performance, temporary, preliminary and permanent injunctive relief, declaratory relief and recovery of Tenant's actual damages, costs and reasonable attorneys' fees. Tenant may take such reasonable action as is necessary to prevent or cure the effects of Landlord's default and recover its reasonable costs from Landlord. Landlord waives any requirement that Tenant prove the inadequacy of monetary damages or post a bond as a condition to equitable relief to the fullest extent permitted by law.

6.4 Tenant Default; Limitation on Forfeiture. Tenant shall not be deemed in default unless Tenant materially breaches an express obligation under this Lease and fails to cure such breach within sixty (60) days after written notice from Landlord specifying the breach in reasonable detail; provided that if the breach cannot reasonably be cured within sixty (60) days, no default shall exist so long as Tenant commences cure within such period and thereafter diligently pursues cure to completion. No immaterial, technical or nonmonetary breach that does not materially impair Landlord's rights shall constitute a default. Landlord shall have no right to terminate, cancel, rescind or forfeit this Lease or recover possession except following a material uncured default that materially impairs Landlord's rights and only after expiration of all Tenant and leasehold mortgagee cure periods and entry of a final, nonappealable judgment authorizing termination. Damages or specific performance shall be Landlord's remedies where adequate. Tenant's automatic renewal rights under Section 1.5 shall not be conditioned upon the absence of a default.

Notwithstanding, it shall be a material breach hereunder if Tenant shall fail to timely pay real estate taxes or PILOT as required by Article 4 beyond any applicable notice and cure period. Failure to complete construction of the Relocated PTA Lane shall be governed by the general default and cure provisions of this Section 6.4 and shall not constitute a default to the extent resulting from Force Majeure or delays beyond Tenant's reasonable control.

6.5 Landlord Cooperation. At Tenant's request and without cost or expense to Landlord, Landlord, solely in its proprietary capacity as fee owner and subject to law, shall promptly execute and deliver applications, plats, plans, easements, utility documents, lender

documents, owner authorizations and other instruments reasonably required in connection with the development, subdivision, consolidation, financing, construction, operation, maintenance, alteration or redevelopment of the Development Property or Leased Premises. Nothing herein requires Landlord, acting in its governmental capacity, to approve any application, issue any permit, or waive any applicable governmental requirement or fee.

6.6 Easements and Development Rights. Without Landlord's consent, Tenant may grant or enter into nonexclusive easements, licenses, declarations, reciprocal easement agreements and similar instruments affecting the Leased Premises for access, parking, utilities, drainage, stormwater, signage, construction, maintenance or other purposes serving the Development Property, and may include the Leased Premises in site plans, subdivisions, consolidations, common-interest arrangements or other development configurations, provided no such instrument shall bind Landlord's fee interest after expiration or termination unless Landlord expressly joins therein. Tenant may use the Leased Premises, to the extent permitted by applicable law, to satisfy access, parking, setback, open-space, density or other development requirements applicable to the Development Property.

6.7 Landlord Title and Authority. Landlord represents and warrants as of the Effective Date that Landlord owns the Leased Premises; has full authority to enter into and perform this Lease; all municipal action required for execution and performance has been duly taken; and Landlord has not granted any lease, license, easement or other possessory right that would materially interfere with Tenant's exclusive rights. Landlord shall not during the Term grant any interest in the Leased Premises that is superior to, inconsistent with or materially interferes with this Lease. Any transfer of Landlord's fee interest shall be expressly subject to this Lease, and each transferee shall take such interest subject to and bound by Landlord's obligations.

ARTICLE 7 INDEMNIFICATION AND INSURANCE

7.1 Covenant to Hold Harmless.

A. Except to the extent caused by Landlord's negligence or willful misconduct, in each case to the extent liability therefor may be imposed under applicable law, or breach of this Lease by Landlord or any Landlord Indemnitee, Landlord shall not be liable for any claim for damage to or loss of property of, or personal injury or death to, Tenant, any Tenant Indemnitor or any other person or occupant of any part of the Leased Premises arising from Tenant's use or occupancy of the Leased Premises.

B. To the fullest extent permitted by law, Tenant shall defend, indemnify and hold harmless Landlord and its officers, employees, agents and representatives (collectively, "Landlord Indemnitees") from and against claims, liabilities, damages, losses, costs and reasonable attorneys' fees to the extent arising from (i) the negligence or willful misconduct of Tenant or its members, managers, employees, agents, contractors, subtenants, licensees or invitees (collectively, "Tenant Indemnitors") in or about the Leased Premises, (ii) Tenant's use or occupancy of the Leased

Premises, or (iii) Tenant's material breach of this Lease or violation of applicable law. Tenant shall have no obligation to indemnify any Landlord Indemnitee to the extent a claim is caused by the negligence, willful misconduct or breach of this Lease by Landlord or any Landlord Indemnitee. In the event of concurrent fault, the parties' respective obligations shall be allocated in proportion to their respective fault. Tenant's obligations under this Section shall survive termination or expiration of this Lease with respect to claims arising from events occurring during the Term.

C. No party to this Lease shall be held liable to the other party of this Lease for indirect, special, incidental, remote or consequential damages arising under or in connection with this Lease, whether in an action for or arising out of breach of contract, tort or otherwise, except to the extent such damages are the result of the intentional or willful act or conduct of a party and/or its members, managers, owners, shareholders, directors, officers, employees, agents, representatives, contractors, invitees, servants, licensees, successors or assigns.

7.2 Liability Insurance. Tenant shall, at its own cost and expense during the Lease Term, keep in full force and effect a policy of commercial general liability insurance on an "occurrence basis", including: contractual liability, products and completed operations liability with respect to the Leased Premises and the business operated by Tenant and any subtenants of Tenant therein, and insuring the Landlord and Tenant against any liability arising out of Tenants use, occupancy or maintenance of the Premises. The Tenant's insurance shall provide those coverages as are customary in Tenant's business and contain coverage limits which are subject to Landlord's review and approval which shall not be unreasonably withheld. Such insurance shall be the following amounts: Comprehensive General Liability Insurance covering the Leased Premises, all operations at the Leased Premises, products completed operations liability, products liability, contractual liability, fire, explosion, and collapse liability, as well as coverage on all contractor's equipment (other than motor vehicles licensed for highway use) owned, hired, or used for performance of this Lease, bodily injury, and property damage, with minimum limits of Two Million Dollars (\$2,000,000.00) each occurrence, and an aggregate coverage of no less than Five Million Dollars (\$5,000,000.00); and (ii) Workers Compensation Insurance as required by law. The limits of liability under such policy shall be adjusted from time to time during the Lease Term to such greater amounts as Landlord may reasonably require but no more than every five years, provided such increased limits are commercially reasonable and customary for similarly situated commercial properties and ground leases. All insurance required to be obtained by Tenant hereunder shall be issued by companies acceptable to Landlord and shall name Landlord as additional insured. Prior to Tenant or its contractors commencing any construction work on the Leased Premises or other property of Landlord pursuant to this Lease, Tenant shall deliver to Landlord certificates evidencing the liability insurance required herein with loss payable clauses satisfactory to Landlord..

7.3 Casualty. No casualty or damage to the Leased Premises or improvements thereon shall terminate this Lease or require Tenant to restore any improvement. Tenant may repair, replace, reconfigure or remove affected improvements in Tenant's discretion, subject to applicable law.

7.4 Condemnation. If all or any portion of the Leased Premises is taken by eminent domain or similar proceeding, Tenant shall be entitled to the portion of any award attributable to

Tenant's leasehold estate, improvements, relocation costs, business damages or other interests, and Landlord shall be entitled only to the portion attributable to Landlord's reversionary fee interest. If a partial taking materially impairs Tenant's use of the Leased Premises or Development Property, Tenant may elect to terminate this Lease as to all or the affected portion. Nothing herein limits any lawful eminent-domain authority that cannot legally be waived, but Landlord shall not use its proprietary capacity as owner to accomplish indirectly any restriction, recapture or termination prohibited by this Lease.

7.5 Loss and Damage to Leased Premises. Except in the event of Landlord's act or negligence, Landlord shall not be liable for any damage to property of Tenant or of others claiming by, through or under Tenant which may be located on or in the Leased Premises, nor for the loss of or damage to any property of Tenant by theft or from the breaking, bursting, stoppage or leaking of electrical cables and wires, water, gas or fire sprinkler pipe or otherwise. All property of Tenant kept or stored on the Leased Premises shall be so kept or stored at the risk of Tenant only and Tenant shall hold Landlord harmless from any claims arising out of damage to same, including subrogation claims by Tenant's insurer for any injury or damage caused by other tenants or persons, occupants of property adjacent to the building, the public, or caused by the construction of any private, public or quasi-public work.

7.6 Waiver of Subrogation. Insofar as and to the extent that the following provision may be effective without invalidating or making it impossible to secure insurance coverage required hereunder (even though an extra premium may result therefrom), Landlord and Tenant mutually agree that with respect to any loss which is covered by insurance then being carried by them respectively, the one carrying such insurance and suffering said loss releases the other of and from any and all claims with respect to such loss; and each further mutually agrees that their respective insurance companies shall have no right of subrogation against the other on account thereof.

ARTICLE 8 ADDITIONAL PROVISIONS

8.1 Notices. Any notice, consent, approval required under this Lease shall be in writing and sent (and any payment required to be made under this Lease may be so made by sending the check, draft or other form or remittance thereof) by registered or certified mail, return receipt requested, addressed (as the case may be) as follows:

TO LANDLORD:

Mayor
Town of Montville
310 Norwich-New London Tpke.
Uncasville, CT 06382

TO TENANT:

Montville 1 LLC
433 South Main Street, Suite 219
West Hartford, CT 06110

Any such notice, statement, demand or other communication required or permitted to be given, rendered or made by either party to the other, pursuant to this Lease or pursuant to any applicable law or requirement of public authority, shall be in writing, (whether or not so stated elsewhere in this Lease) and shall be deemed to have been properly given, rendered or made, if sent postage prepaid, by registered mail, by certified mail or by overnight courier service marked for next business day delivery, return receipt requested, addressed to the other party at the address hereinafter set forth, and shall be deemed to have been given, rendered or made on the date of receipt or refusal or attempted delivery. Either party may, by notice as aforesaid, designate a different address or addresses for notices, statements, demand or other communications intended for it.

8.2 Captions. The captions of this Lease are for convenience of reference only and in no way define, limit or describe the scope and intent of this Lease nor in any way shall affect construction of any provision of this Lease. The use of the terms "hereof," "hereunder" and "herein" shall refer to this Lease as a whole except where noted otherwise. The necessary grammatical changes required to express singular, plural, male, female or neuter, as applicable, shall be assumed in each case to be fully expressed.

8.3 Construction of Terms. Wherever the term "Landlord" occurs in this Lease it shall be construed to include the Landlord and its successors, and assigns wherever the context so admits or requires. Wherever the term "Tenant" occurs in this Lease, the same shall be construed to include the Tenant and its successors and assigns, except involuntary assigns, wherever the context so admits or requires. All pronouns or any variation thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the person or persons may require.

8.4 Successors and Assigns. This Lease shall bind and benefit Landlord and Tenant and their respective successors and assigns. All covenants, restrictions and obligations of Landlord under this Lease, including Tenant's exclusive possession, quiet enjoyment, renewal and purchase rights, are intended to run with Landlord's fee interest in the Leased Premises and shall bind every subsequent owner, mortgagee and encumbrancer thereof. Landlord shall not transfer its interest except subject to this Lease.

8.5 Execution. This Lease may be executed in any number of counterparts, each of which shall be deemed an original, and any of which shall be deemed to be complete in itself and be admissible into evidence or used for any purpose without the production of the other counterparts. The persons executing this Lease on behalf of or as a Party hereby covenant, warrant and represent that: (a) such Party is a duly organized and qualified to do business in the state in which the Property is located; (b) execution of this Lease has been duly authorized by such Party; and (c) execution of this Lease and performance by such Party, of its obligations hereunder do not violate any provision of the corporate charter or by-laws, partnership agreement, or other governance agreement of such

Party, as applicable, or any outstanding agreement of such Party with any other person or entity.

8.6 Governing Law. The laws of the state in which the Property is located shall govern the interpretation, validity, performance and enforcement of this Lease.

8.7 Waiver of Rights; Entire Agreement. No failure or delay by Landlord or Tenant to exercise any right or power given it or to insist upon strict compliance by the other with any obligation imposed on it, and no custom or practice of either Party hereto at variance with any term hereof shall constitute a waiver or a modification of the terms hereof by Landlord or Tenant or any right either Party has herein to demand strict compliance with the terms hereof by the other. This Lease (including all exhibits and addenda attached hereto) contains the sole and entire agreement of Landlord and Tenant with respect to the subject matter hereof, and no prior or contemporaneous oral or written representation or agreement between the Parties and affecting the Leased Premises shall have legal effect so as to modify or amend or change the conditions hereof.

8.8 Severability. If any clause or provision of this Lease or the application thereof to any person, entity or circumstance is or becomes illegal, invalid or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity now or hereafter effective during its Term, the intention of the Parties hereto is that the remaining parts of this Lease and the application of such clause or provision to persons, entities or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each such clause or provision shall be valid and enforceable to the fullest extent permitted by law.

8.9 Amendment; Termination. This Lease may be amended or modified only by a writing signed by Landlord and Tenant. Except for Tenant's express rights to terminate or elect non-renewal, this Lease may not be terminated except by a writing signed by both parties or pursuant to a final, nonappealable judgment. No surrender, abandonment, merger, estoppel or implication shall terminate or diminish Tenant's leasehold estate.

8.10 Force Majeure. In any case where either party hereto is required to do any act, delays caused by or resulting from Acts of God, war, civil commotion, fire or other casualty, labor difficulties, shortages of labor, materials, or equipment, government regulations or other causes beyond such party's reasonable control shall not be counted in determining the time during which such act shall be completed, whether such time be designated by a fixed date, a fixed time or a "reasonable" time.

8.11 Third Party Beneficiaries. This Lease is made solely for the benefit of the Tenant and Landlord, their successors and assigns, and no other person shall have any right, benefit or interest under or because of this Lease.

8.12 Notice of Lease. The parties shall execute and record on the Montville Land Records a Notice or Memorandum of Lease sufficient to provide record notice of the Leased Premises, the Initial Term, the automatic Renewal Terms, Tenant's exclusive possession and control, assignment and leasehold mortgage rights, Tenant's purchase option, and the binding effect of this Lease upon successors to Landlord's fee interest. Landlord shall execute any

reasonable amendment or confirmation requested by Tenant to reflect a Renewal Term, assignment or other matter affecting Tenant's recorded leasehold rights.