

LEASE AGREEMENT

This lease dated as of the ___ day of October, 2019 by and between **FRUGAL, LLC** a Connecticut limited liability company, having an address of 3400 Fairfield Avenue, Bridgeport, CT 06605 (hereinafter referred to as "Landlord") and **THE TOWN OF FAIRFIELD**, a Municipal Corporation having an address of 725 Old Post Road, Fairfield, Connecticut (hereinafter referred to as "Tenant").

WITNESSETH:

1. (a) Landlord does hereby lease and demise to Tenant and Tenant hereby hires and takes from Landlord for Tenant, upon the terms and conditions set forth herein, the Premises for the Term, each as such term is defined below. The premises is comprised of 12,316 square feet in that building known as 3400 Fairfield Avenue, Bridgeport, Connecticut, (and together with the other structures on the parcel of land that includes 3400 Fairfield Avenue shall be referred to herein as, the "**Building**"), as more particularly described in Schedule A attached hereto and made a part hereof. Said premises, together with the parking area for use by Tenant, are shown on Schedule B attached hereto and made a part hereof. (the "**Premises**"). Tenant shall lease the Premises for a term of ten (10) years and one (1) month commencing on November 1, 2019 (the "**Commencement Date**") and terminating on November 30, 2029, unless sooner terminated in accordance with the terms hereof (the "**Term**"). November 30, 2029 shall be referred to herein as the "**Termination Date**". Tenant agrees that neither the Premises nor the Building shall be remeasured by the parties for purposes of recalculating the rent or Tenant's proportionate share of expenses.

(b) Provided that no event of default exists at the time of exercise of the option or at the commencement of the Extended Term (as defined below), then Tenant shall have one option to extend the original term of this Lease (such extension being hereinafter referred to as the "**Extended Term**"). The Extended Term shall be for a period of ten (10) years, commencing on the day following the Termination Date. The option for the Extended Term may be exercised only by Tenant giving notice to that effect to Landlord on or before November 30, 2028. In the event that Tenant fails to exercise its option on or before November 30, 2028, Landlord shall send a notice to Tenant stating that of Tenant fails to exercise the extension option within thirty (30) days after the delivery of the notice then Tenant shall have been deemed to have waived the option to extend the Lease. If Tenant shall duly notify Landlord of the exercise of the option, this Lease shall be extended for the Extended Term for which the option was exercised. Promptly after such notice is given, the parties shall execute, acknowledge and deliver an amendment of this Lease confirming the new Termination Date. The failure of the parties or either of them to execute, acknowledge and deliver such instrument shall not affect the new Termination Date. Unless the context shall otherwise require, the Extended Term shall be upon the same terms, covenants and conditions of this Lease as shall be in effect immediately prior to such extension, except that: (i) the Base Rent (as such term is defined below) shall be as set forth in this Section 1(b) and (ii) there shall be no further options to extend the term of this Lease. The termination of this Lease during the original Term shall also terminate and render void any option or right on

Tenant's part to extend the Term, whether or not any such option or right shall have been exercised. The extension options may not be severed from this Lease or separately sold, assigned or otherwise transferred. The extension option contained herein is personal to Tenant and shall be null and void upon any assignment or sublet of this Lease, notwithstanding Landlord's consent to any such assignment or subletting, unless Landlord expressly consents to assignment of such extension option in writing. Nothing contained in this Section 1(b) shall prevent Landlord from exercising any right or option granted to or reserved by Landlord in this Lease to terminate this Lease. The Base Rent during the first twelve (12) month period of the Extended Term shall be increased by two (2%) percent over the Base Rent then in effect as of the initial Termination Date. For the sake of clarity, Base Rent for the first year (December 1, 2029 through November 30, 2030) of the Extended Term shall be \$153,884.64. The Base Rent shall increase by two (2%) percent annually on each December 1st during the Extended Term.

(c) Landlord shall deliver the Premises as a clean vanilla box and Tenant shall be permitted to use the Premises for the intended uses set forth in Section 2 below. Landlord shall diligently pursue the completion of the items set forth in Section 27 below by the Commencement Date, but shall not have any liability for its failure to have the items completed. Notwithstanding anything to the contrary contained in this Lease, Tenant acknowledges that neither Landlord nor any employee, agent or representative of Landlord has made any express or implied representations or warranties with respect to the physical condition of the Premises and/or the Building, the fitness or quality thereof or any other matter or thing whatsoever with respect to the Building or the Premises or any portion thereof, and that Tenant is not relying upon any such representation or warranty in entering into this Lease. Tenant has inspected the Building and the Premises and is thoroughly acquainted with their respective condition and agrees to take the same "AS IS" except for the work which Landlord has agreed to complete in accordance with Section 28 below.

2. Tenant shall use the Premises for the purposes of general office, warehouse storage and light manufacturing and/or woodworking for the Fairfield Board of Education maintenance department. Any use not specified herein shall require the written consent of Landlord, and Tenant shall obtain and maintain any permits necessary for such uses. It shall be a default hereunder if Tenant's use of the Premises is contrary to the provisions of this paragraph or if its use of its use of the Premises constitutes a nuisance in Landlord's reasonable opinion.

3. Tenant shall: (i) comply with all legal requirements of any federal, state or municipal authority and insurance requirements applicable to the Premises and Tenant's use thereof; and (ii) maintain and comply with all permits, licenses and other authorizations required by any governmental authority for Tenant's use of the Premises and for the proper operation, maintenance and repair of the Premises. Landlord shall, at no cost to Landlord, join in any application for any permit or authorization with respect to legal requirements if such joinder is necessary. If any structural repairs or replacements are required in order for Tenant to comply with its obligations under this Section 3, Landlord shall perform such repairs or replacements and Tenant shall, upon demand, reimburse Landlord for the costs and expenses incurred by Landlord in connection with such repairs or replacements. Tenant shall not do or permit to be done any act or thing upon the Premises which will invalidate or be in conflict with fire, public liability or insurance policies covering the Building and shall not do, or permit to be done, any act or thing upon Premises which shall or might subject Landlord to

any liability or responsibility for to any person or persons or to property by reason of any business or operation being carried on at the demised premises or for any reason.

Tenant at its sole expense shall comply with all rules, orders, regulations and requirements of the Boards of Fire Underwriters or other similar body or authority having jurisdiction and shall not do or permit to be done, in or upon the demised premises, or bring or keep anything which is prohibited by the Fire Department or any of such Boards of Fire Underwriters or other body or authority which would increase the rate of fire insurance applicable to the Building over that in effect on the commencement date of this lease. If by reason of failure to comply with the provisions of Section 3 the fire insurance rate shall on commencement date of this lease or at any time thereafter be higher than it otherwise would be, then Tenant upon demand shall reimburse Landlord, as additional rent hereunder, for that part of all fire insurance premiums thereafter paid by Landlord which shall have been charged because of such failure by Tenant. In the event that the rate of fire insurance premiums applicable to the Premises or the Building is increased due to alterations or improvements upon said Premises constructed by the Tenant as specified herein, the Tenant shall upon demand reimburse the Landlord as additional rent hereunder for the additional premiums as a result of the alterations or improvements.

4. (a) Tenant shall pay the Landlord base annual rental (“**Base Rent**”) as follows: from and after December 1, 2019 (the “**Rent Commencement Date**”) through and including November 30, 2029 rent shall be in the amounts shown on the table below and shall be payable in advance on or before the first day of each calendar month in equal monthly installments shown in the table below:

Base Rental Schedule:		Annual	Monthly
12/1/2019	11/30/2020	\$126,239.00	\$10,519.92
12/1/2020	11/30/2021	\$128,763.78	\$10,730.32
12/1/2021	11/30/2022	\$131,339.06	\$10,944.92
12/1/2022	11/30/2023	\$133,965.84	\$11,163.82
12/1/2023	11/30/2024	\$136,645.15	\$11,387.10
12/1/2024	11/30/2025	\$139,378.06	\$11,614.84
12/1/2025	11/30/2026	\$142,165.62	\$11,847.13
12/1/2026	11/30/2027	\$145,008.93	\$12,084.08
12/1/2027	11/30/2028	\$147,909.11	\$12,325.76
12/1/2028	11/30/2029	\$150,867.29	\$12,572.27

(b) Tenant shall pay the base rent set forth in Section 4(a) above to Landlord, at such places Landlord may designate, in lawful money of the United States of America in equal monthly installments, in advance without notice, on or before the first of each month, commencing on the Rent Commencement Date, except that Tenant shall pay the first installment of base rent upon Tenant’s execution and delivery of this Lease. Notwithstanding

the foregoing, provided no event of default exists, base rent shall be abated for the first month of the Term.

(c) In addition to the Base Rent, Tenant shall pay and discharge when due, as additional rent (“***Additional Rent***”), all other amounts, liabilities and obligations which Tenant herein agrees to pay to Landlord, together with all interest, penalties and costs which may be added thereto pursuant to the terms of this Lease.

(d) If any installment of Base Rent or Additional Rent is not paid within ten (10) days of the date when due, Tenant shall pay to Landlord, on demand, a late charge equal to five percent (5%) of the amount unpaid. The late charge is not intended as a penalty but is intended to compensate Landlord for the extra expense Landlord will incur to send out late notices and handle other matters resulting from the late payment.

(e) Except as herein provided, Tenant shall pay to Landlord, at Landlord’s address for notices hereunder, or such other place as Landlord may from time to time designate, without any offset, set-off, counterclaim, deduction, defense, abatement, suspension, deferment or diminution of any kind (i) the Base Rent, without notice or demand, (ii) Additional Rent, and (iii) all other sums payable by Tenant hereunder. Except as otherwise expressly provided herein, this Lease will not terminate, nor will Tenant have any right to terminate or avoid this Lease or be entitled to the abatement of any Base Rent, Additional Rent or other sums payable hereunder or any reduction thereof, nor will the obligations and liabilities of Tenant hereunder be in any way affected for any reason. The obligations of Tenant hereunder are separate and independent covenants and agreements. If Landlord issues monthly or other periodic rent billing statements to Tenant, the issuance or non-issuance of such statements will not affect Tenant’s obligation to pay Base Rent and the Additional Rent as set forth herein.

(f) If any of the rents shall be or become uncollectible, reduced, restricted or required to be refunded because of any legal requirements, Tenant shall enter into such agreement(s) and take such other steps (without additional expense to Tenant) as Landlord may reasonably request and as may be legally permissible (including, without limitation, an escrow of the balance of the rents otherwise payable hereunder, but only as and when the same would otherwise be due hereunder in the absence of such legal requirements, with the amount of such rents to be held in an interest bearing account), to permit Landlord to collect the maximum rents which from time to time during the continuance of such legal rent restriction as may be legally permissible. The interest accrued on any such amounts held in escrow shall be payable to the party entitled to receive same. Upon the termination of such legal requirement: (a) the rents shall become and thereafter be payable in accordance with the amounts reserved herein for the periods following such termination; and (b) Tenant shall pay to Landlord, to the maximum extent legally permissible, an amount equal to: (i) the rents which would have been paid pursuant to this Lease but for such legal requirement; less (ii) the rents and payments in lieu of rents paid by Tenant during the period such legal requirements were in effect. Nothing contained in this Section shall reduce or delay Tenant’s obligation to pay Additional Rent otherwise due hereunder

5. Tenant shall provide, at its own cost and expense, all electric, gas, oil and water services to said Premises and shall pay all charges from the City of Bridgeport with respect to said Premises for eminent discharge into the City of Bridgeport Sewer System, together with

all costs to replace broken glass on the leased premises and in the event that Tenant's use of said premises shall constitute a change of use for purposes of the State Building Code, change of use for purposes of the State Building Code, or if Tenant's use shall require any modifications to the Premises in order to comply with state or municipal laws or regulations, Tenant shall bear any expenses in connection with additional insulation for said premises as may be required by said Code, or any expenses in connection with such modification as may be required by such state or municipal laws or regulations. Tenant shall establish accounts directly with the utilities. Landlord shall not be responsible for any loss, damage or expenses, and Tenant will not be entitled to any rent abatement, diminution, setoff or any other relief from its obligations hereunder, on account of any change, cessation or interruption of any of the foregoing services or utilities to the Premises. Landlord shall not be responsible for the provision of any services to the Premises.

6. Tenant shall be responsible for forty-two (42%) of the cost of the Building's real estate taxes, insurance and other expenses including, without limitation: sewer charges, landscaping, groundskeeping, snow removal and property management expenses that are incurred by Landlord in the operation of the Building (the "**Building's Expenses**"). Tenant shall pay its proportionate share of the Building expenses within ten (10) business days demand therefor. Failure to pay Tenant's share of the Building's Expenses shall be a default hereunder. Any personal property taxes shall be the sole responsibility of the Tenant. The obligation to pay Tenant's proportionate share of the Building's Expenses through the Termination Date shall survive the termination of the Lease. Within thirty (30) after Tenant's written request therefor, Landlord shall provide Tenant with copies of paid invoices for all Building's Expenses which were paid by Landlord during the prior year. In the event Landlord fails to provide Tenant with such invoices, Tenant's obligation to pay Building's Expenses shall abate, until such time as Landlord provides such invoices to Tenant.

7. (a) At the expiration of the term, Tenant will peacefully surrender to Landlord the Premises, broom clean, in as good order and repair as when delivered to Tenant, damage by fire, casualty, war or insurrection or act upon the part of any governmental authority, ordinary wear and tear, and damage by the elements excepted. Any property left by Tenant in the Premises shall be deemed abandoned by Tenant.

(b) If Tenant, or any assignee or subtenant of Tenant, holds over possession of the Premises beyond the expiration or earlier termination of this Lease, such holding over will not be deemed to extend the Term or renew this Lease but such holding over will continue upon the terms, covenants and conditions of this Lease except that the charge for use and occupancy of the Premises for each calendar month or portion thereof that Tenant or such assignee or subtenant holds over will be a liquidated sum equal to one-twelfth (1/12th) of 150% of the Base Rent and Additional Rent during the calendar year preceding the expiration or earlier termination of this Lease. The parties recognize and agree that the damage to Landlord resulting from any failure by Tenant or any assignee or subtenant of Tenant to timely surrender possession of the Premises will exceed the amount of the monthly Base Rent and Additional Rent and will be impossible to accurately measure. If the Premises are not

surrendered upon the expiration or earlier termination of this Lease, Tenant shall indemnify, defend and hold harmless Landlord against any and all losses and liabilities resulting therefrom, including, without limitation, any claims made by any succeeding tenant founded upon such delay. Nothing contained in this Lease will be construed as a consent by Landlord to the occupancy or possession of the Premises beyond the expiration or earlier termination of this Lease. Tenant shall, at its sole cost and expense, take all actions required to remove any assignee or subtenant of Tenant, or other party claiming rights to the Premises under or through Tenant upon the expiration or earlier termination of the Term. Nothing contained in this Section shall preclude Landlord from commencing and prosecuting a holdover or summary eviction proceeding. The provisions of this Section 7(b) will survive the expiration or earlier termination of this Lease.

8. (a) Tenant shall obtain, and shall keep in full force and effect, the following insurance, with insurers that are authorized to do business in the State of Connecticut and are rated at least A (Class X) in Best's Key Rating Guide:

- (i) Commercial General Liability Insurance, which shall include premises liability, contractual liability covering Tenant's indemnity obligations under this Lease (to the extent covered as an Insured Contract in a standard ISO GCL Policy), fire legal liability, personal & advertising injury and products/completed operations coverage. Policy shall insure against claims for bodily injury, personal injury, death or property damage occurring on, in or about the Premises with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate. If the policy covers other locations owned or leased by Tenant, then such policy must include an aggregate limit per location endorsement.
- (ii) Special Form "All Risk" Property Insurance, insuring all equipment, trade fixtures, inventory, fixtures and personal property ("Tenant's Property") and any alterations or Tenant improvements which are the responsibility of Tenant, located on or in the Premises with an agreed amount endorsement and equal to the full replacement cost value of such property.
- (iii) Workers' Compensation Insurance as required by applicable laws of the State in which the Premises is located, including Employers' Liability Insurance with limits of not less than: (x) One Hundred Thousand Dollars (\$100,000.00) per accident; (y) Five Hundred Thousand Dollars (\$500,000.00) disease, policy limit; and (z) One Hundred Thousand Dollars (\$100,000.00) disease, each employee.
- (iv) Excess or Umbrella Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and in the aggregate providing coverage excess to and follow-form of the primary general and employer's liability insurances required herein.
- (v) Such other insurance as Landlord deems necessary and prudent or as may be required by any Lender or Master Landlord.

- (vi) In addition to the aforementioned insurances, and during any such time as any alterations or work is being performed at the Premises (except that work being performed by Landlord or on behalf of Landlord) Tenant, at its sole cost and expense, shall carry, or shall cause to be carried and shall deliver to Landlord at least ten (10) days prior to commencement of any such alteration or work, evidence of insurance with respects to (A) workers' compensation insurance covering all persons employed in connection with the proposed alteration or work in statutory limits, (B) general/excess liability insurance, in an amount commensurate with the work to be performed but not less than Two Million Dollars (\$2,000,000.00) per occurrence and in the aggregate, for ongoing and completed operations insuring against bodily injury and property damage and naming all additional insured parties as outlined below and required of Tenant and shall include a waiver of subrogation in favor of such parties, (C) builders risk insurance, to the extent such alterations or work may require, on a completed value form including permission to occupy, covering all physical loss or damages, in an amount and kind reasonably satisfactory to Landlord, and (D) such other insurance, in such amounts, as Landlord deems reasonably necessary to protect Landlord's interest in the Premises from any act or omission of Tenant's contactors or subcontractors.

(b) The policies of insurance required to be maintained by Tenant pursuant to this Section 8(a) must be reasonably satisfactory to Landlord and must be written as primary policy coverage and not contributing with, or in excess of, any coverage carried by Landlord. All policies must name Tenant as the named insured party and (except for worker's compensation and property insurance) all policies shall name as additional insureds for ongoing and completed operations, Landlord, the holder(s) of any mortgage(s) encumbering the Premises, and all of their respective affiliates, members, officers, employees, agents and representatives, managing agents, and other designees of Landlord and its successors as the interest of such designees shall appear. In addition Tenant agrees and shall provide thirty (30) days' prior written notice of suspension, cancellation, termination, or non-renewal of coverage to Landlord. As long as the Tenant is the Town of Fairfield, Tenant may self-insure for any insurance coverage required to be carried by Tenant under this Lease; provided, however, Tenant must provide Landlord written notice that it is self insuring prior to the expiration, termination or cancellation of any third party insurance policy. So long as the Town of Fairfield is the tenant, the deductible for any insurance policy required hereunder must not exceed Five Hundred Thousand Dollars (\$500,000.00). In any other event the deductible may not exceed \$10,000. Tenant shall have the right to provide the insurance coverage required under this Lease through a blanket policy, provided such blanket policy expressly affords coverage to the Premises and to Landlord as required by this Lease. Prior to the Commencement Date, Tenant shall deliver to Landlord certificates of insurance evidencing all insurance Tenant is obligated to carry under this Lease, together with a copy of the endorsement(s), specifically but not limited to Waiver of Rights to Recover From Others, Additional Insureds (on-going and completed operations) and Contractual Liability endorsements. Within ten (10) days prior to the expiration of any such insurance, Tenant shall deliver to Landlord certificates of insurance evidencing the renewal of such insurance. Tenant's certificates of insurance must be on: (i) ACORD Form 27 with respect to property insurance; and (ii) ACORD Form 25-S with respect to liability insurance or, in each case, on successor forms approved by Landlord, and in any event state Landlord as the certificate holder. Tenant shall not obtain or carry separate insurance concurrent in form or contributing in the event of loss with that required by Section 8(a) unless Landlord and Tenant are named as insureds therein. If Tenant fails to maintain the insurance required by this Lease, Landlord may, but shall not be obligated to, obtain, and pay the premiums for, such insurance. Upon demand, Tenant shall pay to Landlord all amounts paid by Landlord pursuant to this Section 7.

(c) Landlord and Tenant agree to have all property insurance policies which are required to be carried by either of them hereunder endorsed to provide that the insurer waives all rights of subrogation which such insurer might have against the other party and Landlord's mortgagee, if any. By this clause, the parties intend and hereby agree that the risk of loss or damage to property shall be borne by the parties' insurance carriers. It is hereby agreed that Landlord and Tenant shall look solely to, and seek recovery from, only their respective insurance carriers in the event a loss is sustained for which property insurance is carried or is required to be carried under this Lease. Without limiting any release or waiver of liability or recovery contained in any other Section of this Lease but rather in confirmation and furtherance thereof, Landlord waives all claims for recovery from Tenant, and Tenant waives all claims for recovery from Landlord, and their respective agents, partners and employees, for any loss or damage to any of its property insured under the insurance policies required

hereunder including but not limited to any business interruption, loss of income or special, indirect or consequential damages (except with respect to Landlord's damages under Section ___ hereof). The provisions of this Section 8(c) will survive the expiration or earlier termination of this Lease.

(d) To the extent permitted by law, Tenant hereby indemnifies, and shall pay, protect and hold harmless Landlord from and against all liabilities, losses, claims, demands, costs, expenses (including attorneys' fees and expenses) and judgments (except to the extent Landlord is compensated by insurance maintained by Landlord or Tenant hereunder and except for such of the foregoing as arise from the negligence or willful misconduct of Landlord, its agents, servants or employees), arising, or alleged to arise, from or in connection with (i) any injury to, or the death of, any person or loss or damage to property on or about the Premises, (ii) any violation of any legal requirement or insurance requirement by Tenant or Tenant's visitors, (iii) performance of any labor or services or the furnishing of any materials or other property in respect of the Premises, (iv) Tenant's occupancy of the Premises, (including, but not limited to, statutory liability and liability under workers' compensation laws), (v) any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, and (vi) any act or omission of Tenant or Tenant's visitors. Tenant shall, at its sole cost and expense, defend any action, suit or proceeding brought against Landlord by reason of any such occurrence with independent counsel selected by Tenant and reasonably acceptable to Landlord. The obligations of Tenant under this Section 8(d) will survive the expiration or earlier termination of this Lease.

9. (a) If the Premises shall be partially damaged by fire or other casualty so that the damage can reasonably be repaired by Landlord within one hundred twenty (120) days, then the damages shall be promptly repaired by and at the expense of Landlord, and the rent until such repairs shall be made shall be apportioned according to the part of the Premises which is usable by Tenant. No penalty shall accrue for delay which may arise by reason of adjustment of insurance on part of Landlord or due to any cause beyond Landlord's control.

(b) If the Premises are totally damaged or are rendered wholly untenable by fire or cause, or partially damaged so that the damage cannot reasonably be repaired by Landlord within one hundred twenty (120) days, or if the Building or the structure of which the Building is a part shall be so damaged that Landlord shall elect not to restore the same but to demolish it or rebuild it, then in any of such events Landlord may within sixty (60) days after such casualty, give Tenant a notice in writing of intention to terminate lease, and thereupon the entire term of this lease shall expire by lapse of time upon the tenth (10) day after such notice is given, and Tenant shall vacate the Premises and surrender the same to Landlord. Upon termination of this lease under this paragraph, Tenant's liability for rent shall cease as of the day following the casualty.

(c) Tenant shall have the right to procure fire insurance covering all property of Tenant and all interior movable fixtures, and equipment installed by it in the Premises, any loss payable under such insurance being payable directly to Tenant. Tenant agrees Landlord shall not be liable for any damage to, or be required (under any provision of this lease or otherwise) to repair, restore or replace any such property in the Premises. Tenant further agrees

that Landlord shall in no event be liable to Tenant for damage arising from rain or snow or from the bursting, overflowing or leakage of water, steam or gas pipes or defect in the lighting system or from act or neglect of any other tenant or occupant in Landlord's Building or the structure of which the Building forms a part.

10. If the whole or part of the Premises shall be acquired or condemned by eminent domain for my public or quasi-public use or purpose, or if any substantial part thereof of the Building or of the structure of which the Building is a part is so acquired or condemned as to render the Premises untenable, then and in that event, the term of this lease shall cease and terminate from date of title vesting in such proceeding or the termination of the right to possession, whichever is earlier. In event of such taking by eminent domain, Landlord shall be entitled to retain the full amount of any condemnation proceeds attributable to said Premises. The Landlord shall refund to Tenant that portion of any rent pertaining to the unexpired portion of this lease which had been received by Landlord. Notwithstanding anything to the contrary Tenant shall have the right to pursue the municipal taking agency for any damages incurred by Tenant as a result of the taking, but in no event shall Tenant have a claim against Landlord.

11. Tenant shall neither encumber this lease nor sublet the Premises nor any portion thereof nor assign its interest in this Lease without Landlord's express written consent in each instance. The consent by Landlord to any assignment or subletting shall not in any manner be construed to relieve Tenant from obtaining Landlord's express written consent to any other or further assignment or subletting. Any increase in rent above that specified herein obtained by Tenant pursuant to an authorized sublease however, be the property of and paid over to Landlord when received by Tenant. In the event of such or subletting Tenant shall continue to be fully liable in all respects for payment of rent and the performance of other terms, conditions and covenants contained herein. Each of the following events will be deemed to be an assignment of this Lease and will require the prior written consent of Landlord in compliance with this Section 11: (i) any assignment or transfer of this Lease by operation of law; (ii) any hypothecation, pledge, or collateral assignment of this Lease; (iii) any involuntary assignment or transfer of this Lease in connection with bankruptcy, insolvency, receivership, or similar proceeding.

12. If Tenant shall default in the observance or performance of any term or covenant on Tenants part to be observed or performed or by virtue of any of the terms or provisions in any article of this lease, Landlord may after reasonable notice to Tenant to cure the default and failure of Tenant to cure the same, or immediately or at any time thereafter without notice in event of emergency, perform the same for the account of Tenant, and if Landlord makes any expenditures or incurs my obligations for the payment of money in connection therewith, including, but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such reasonable sums paid or obligations incurred with interest and costs shall be deemed to be additional rent hereunder and shall be paid by Tenant to Landlord within five (5) days of rendition of any bill or statement to Tenant hereunder.

13. Landlord or its agents have made no representations with respect to the Building or the Premises except as herein expressly set forth.

14. Landlord covenants and agrees with Tenant that upon Tenant paying the Base Rent and Additional Rent and observing and performing all terms, covenant and conditions on Tenants part to be observed and performed, Tenant may peaceably and quietly enjoy the Premises, free from any interference, molestation or acts of the Landlord or of anyone claiming by, through or under the Lease under the Landlord, subject, nevertheless, to the terms and conditions of this lease and to any underlying leases, easements and mortgages as hereinbefore provided.

15. If at any time either prior to or during the term of this lease, there shall be filed by or against Tenant in any court pursuant to any statute of the United States or of any State of the United States, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or substantially all of Tenants property or if any governmental authority of the United States or any State of the United States takes possession of any part of the business Of Tenant and within sixty (60) days thereafter Tenant fails to secure a discharge of such petition or the dismissal of such proceedings, or if Tenant makes an assignment for the benefit of creditors or petitions for or enters into an arrangement, this lease, at the option of Landlord, exercised within a reasonable time after none of the happening of any one or more of such events, may be canceled and terminated, in which event neither Tenant nor any person claiming through or under Tenant by virtue of any other provisions of any statute or of any order of any court shall be entitled to possession or to remain in possession of the Premises but shall forthwith quit and surrender the Premises. Landlord, in addition to the other rights and remedies Landlord has by virtue of my other provision herein or elsewhere in this lease contained or by virtue of any statute or rule of law, may retain as liquidated damages any rent, security, deposit or monies received by Landlord from Tenant or others in behalf of Tenant.

16. (a) If Tenant defaults fulfilling any of the covenants for payment of Base Rent or Additional Rent, or if the Premises become vacant, abandoned or deserted, then, in any one or more of such events, upon Landlord serving: (i) a written five (5) days' notice upon Tenant specifying the nature of said monetary default; or (ii) a written ten (10) days' notice for a non-monetary default. Upon the expiration of the respective cure period, if Tenant shall have failed to comply with or remedy such default, or if the said default or omission complained shall be of such a nature that the same cannot be completely cured or remedied within said ten (10) days period and if Tenant shall not have diligently commenced curing such default within such ten (10) days period, and shall not thereafter reasonable diligence and in good faith proceed to remedy or cure such default, then Landlord may serve a written five (5) days' notice of cancellation of this Lease upon Tenant, and upon the expiration of said five (5) days, this Lease and due term hereunder shall end and expire as fully and completely as if the date of expiration of such five (5) days period were the day herein definitely fixed for the end and expiration of this Lease the term hereof and the Tenant shall then quit and surrender the Premises to Landlord, but Tenant shall remain liable as hereinafter provided.

(b) If the notice provided for in 16(a) hereof shall have been given and the term shall have expired as aforesaid; or (1) if Tenant shall make default in payment of Base Rent reserved herein or any item of Additional Rent mentioned or any part of either or in making any other payment herein provided the cure period shall have passed after the same shall fall due; or (2) if any execution shall be issued against or any of Tenant's property whereupon the Premises shall be taken or occupied or attempted to be taken or occupied by someone other

than Tenant; or (3) if Tenant shall fail to move into or take possession of the Premises within fifteen (15) days after commencement of the term of this Lease, of which fact Landlord shall be the sole judge; then and in any of such events, Landlord may without notice, re-enter the Premises whether by force or otherwise, and dispossess Tenant, and the legal representative of Tenant or other occupant of the Premises, by summary proceedings or otherwise, and remove their and hold the Premises as if lease had not been made, and Tenant hereby waives the service of notice of intention to re-enter or to institute legal proceedings to that end. If Tenant shall make default hereunder and such default is not cured prior to date fixed as the commencement of any renewal or extension of the term of this lease, such renewal or extension shall be deemed without further action of the Landlord, not to have become effective, and agreements between Landlord and Tenant with respect to such renewal or extension, shall be deemed canceled and of no force and effect.

17. In case of any such default, re-entry, expiration and/or dispossession by summary proceedings or otherwise, (a) Tenant will remain liable for (i) the sum of (x) all Base Rent, Additional Rent and other amounts payable by Tenant hereunder until the date this Lease would have expired had such termination not occurred, and (y) all reasonable expenses incurred by Landlord in re-entering the Premises, repossessing the same, making good any default of Tenant, painting, altering or dividing the Premises, putting the same in proper repair, reletting the same (including any and all reasonable attorneys fees and disbursements and reasonable brokerage fees incurred in so doing), removing and storing any property left in the Premises following such termination, and any and all reasonable expenses which Landlord may incur during the occupancy of any new tenant (other than expenses of a type that are Landlord's responsibility under the terms of this Lease); less (ii) the net proceeds of any reletting actually received by Landlord. Tenant agrees to pay to Landlord the difference between items (i) and (ii) above with respect to each month during the period that would have constituted the balance of the Term, at the end of such month. Any suit brought by Landlord to enforce collection of such difference for any one month will not prejudice Landlord's right to enforce the collection of any difference for any subsequent month. Tenant's liability under this Section 17 will survive the institution of summary proceedings and the issuance of any warrant thereunder.; (b) Landlord may re-let the premises or any part or parts thereof, either in the name of Landlord or otherwise, for a term or terms, which may at Landlord's option be less than or exceed period which would otherwise have constituted the balance of the term of this Lease and may grant concessions or free rent. Landlord at its option may make such alterations, repairs, replacements and/or decorations in the Premises as Landlord considers advisable for the purpose of re-letting the Premises; and of making of such alterations and/or decorations shall not operate or be construed to release Tenant from liability hereunder as aforesaid. Provided that Landlord makes reasonable efforts to do so (it being agreed that hiring a broker to release the Premises shall be deemed to be taking reasonable efforts), the failure of Landlord to re-let the Premises or any part thereof shall not release or affect Tenant's liability for damages hereunder nor shall Landlord in any event be liable in any way whatsoever for failure to relet Premises. In the event of a breach by Tenant of any of the covenants or provisions hereof, Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings and other remedies were not herein provided or mentioned in this lease of any remedy shall not preclude Landlord from any other remedy, in law or in equity.

18. Landlord reserves the right to enter the Premises and exhibit same at any reasonable time, upon reasonable notice (a) to prospective mortgagees, purchasers and ground lessees and (b) prospective tenants at any time within one hundred twenty (120) days before the expiration of the term of this Lease.

19. The Tenant shall make no alterations, decorations, installations, additions or improvements in or the Premises without Landlord's prior written consent, and then only if done by contractors or mechanics approved by Landlord. All such work alterations, decorations, installations, additions or improvements shall be done at Tenant's sole expense and at such times and in such manner as Landlord may from time to time designate and in full compliance with all governmental bodies having jurisdiction thereover. As a condition precedent to Landlord's consent to the making by Tenant of such alterations, decorations, installations, additions, or improvements to the Premises, Tenant agrees to obtain and deliver to Landlord written and unconditional waivers of mechanics liens upon the property in which the Premises are located, for all work, labor and services to be performed and materials to be finished in connection with such work, signed by all contractors, subcontractors, materialmen and laborers to become in such work. Notwithstanding the foregoing, if any mechanic lien is filed against the Premises or the Building for work claimed to have been done for, or materials claimed to have been furnished to Tenant, it shall be discharged by Tenant ten (10) days after receipt of notice of such filing, at Tenant's expense, by filing a bond required by law, or payment or otherwise. Landlord shall not be liable for any failure of any building facilities or services caused by alterations, installations, and/or additions by Tenant, and if Tenant shall not promptly correct same, Landlord may make such correction and charge Tenant for the cost hereof which shall be paid within ten (10) days after demand therefor. Such sum due Landlord shall be deemed Additional Rent. Tenant shall reimburse Landlord, upon demand, for its actual third party costs for reviewing any plans for Tenant's alterations.

20. Prior to commencing any work pursuant to the provisions of Section 19, Tenant shall furnish to Landlord: (i) copies of all governmental permits and authorizations which may be required in connection with such work; (ii) a certificate evidencing that Tenant (or Tenants contractors) has (have) procured workmen's compensation insurance covering all persons employed in connection with the work who might assert claims for death or bodily injury against Landlord, Tenant or Landlord's building; and (iii) such additional personal injury and property damage insurance (over and above fire insurance required to be carried by Tenant pursuant to the provisions of Section 8) as Landlord may reasonably require because of the nature of the work to be done by Tenant.

All alterations, decorations, installations, additions or improvements upon the Premises and any replacements therefor, made by either party, including all paneling, decorations, partitions, railings, mezzanine floors, galleries and the like, affixed to the realty shall, unless Landlord elects otherwise (which election shall be made by giving written notice to Tenant not less than thirty (30) days prior to the expiration or other termination of this lease or any renewal or extension thereof) shall become the property of Landlord. In the event that Landlord elects for Tenant to remove such alteration, Tenant shall repair all damage caused by such installation and/or removal.

21. Tenant shall repair and maintain, in good order and condition, the interior of said Premises and shall maintain and repair all doors and windowpanes in the Building that are part of the Premises. Landlord shall be responsible for all maintenance and repairs to the structure, foundation, roof rough plumbing, all pavement and parking areas, sewer laterals servicing the premises and existing HVAC system of the building on the Premises. In the event any of the mechanical systems, including but not limited to the HVAC, system serving the premises cannot be repaired, Landlord shall, at Landlord's sole cost and expense, replace such system with a similar system, the capacity of which is sufficient to service the demised premises.

22. Landlord and its agents shall not be liable for any damage to property of Tenant or of others entrusted to employees of the Landlord's building, nor for the loss or damage to any property of Tenant by theft or otherwise. Landlord and its agents shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow, or leaks from any part of the Landlord's Building or from the pipes, appliances or plumbing works, or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatsoever nature; nor shall Landlord and its agents be liable for any such damage caused by operations or the construction of any private, public or quasi—public work; nor shall Landlord be liable for any latent defect in the Premises or in the Building. If at any time any windows of the Premises are temporarily or permanently closed, darkened or bricked up for any reason whatsoever including, but not limited to, Landlord's own acts, Landlord shall not be liable for any damage Tenant may sustain thereby and Tenant shall not be entitled to any compensation therefor nor abatement of rent nor shall the same release Tenant from its obligations hereunder nor constitute an eviction. Tenants shall give immediate notice to Landlord in case of accidents in the Premises or in the Landlord's building or of defects therein or in any fixtures or equipment. To the extent permitted by law, Tenant shall indemnify and save harmless Landlord from and against any and all liability and damages, and from and against any and all suits, claims, and demands of every kind and nature, including reasonable counsel fees, by or on behalf of any person, firm, association or corporation arising out of or based upon any accident, injury or damage, however occurring, which shall or may during the period between the date of this Lease and the expiration of the term herein, on or about the Premises and from and against any matter or thing growing out of the condition, maintenance, repair, alteration, use, occupation or operation of the Premises except to the extent caused by Landlord's negligence.

23. Tenant warrants and represents it has not had or dealt with any realtor, broker or agent, in connection with the negotiation of this lease, other than Jon Angel of Angel Commercial LLC (whose commission, if any, shall be paid by Landlord and not by Tenant) and agrees to pay and to hold Landlord harmless from any cost, expense or liability (including costs of suit and reasonable attorney's fees) for any compensation, commission or charges claimed by any realtor, broker or agent other than Angel Commercial LLC with respect to this lease or the negotiation thereof. The provisions of this Section 24 will survive the expiration or sooner termination of this Lease.

24. Landlord and Tenant, respectively, shall not be in default hereunder if Landlord, or as the case may be, Tenant, is unable to fulfill or is delayed in fulfilling any of its

obligations hereunder, including, without limitation, any obligations to supply any service hereunder, or any obligation to make repairs or replacements hereunder, if Landlord, or as the case may be, Tenant, is prevented from fulfilling or is delayed in fulfilling such obligations by reason of fire or other casualty, strikes or labor troubles, governmental pre-emption in connection with a national emergency, shortage of supplies or materials, or by reason of any rule, order or regulation of any governmental authority, or by reason of the condition of supply and demand affected by war or other emergency, or any other cause beyond its control. Such inability or delay by Landlord or Tenant in fulfilling any of their respective obligations hereunder shall not affect, impair or excuse the other party hereto from the performance of any of the terms, covenants, conditions, limitations, provisions or agreements hereunder on its part to be performed, nor result in any abatement of Base Rent or Additional Rent payable hereunder.

25. (a) Tenant hereby subordinates its interest in this Lease to any existing mortgage on said premises to any recognized lending institution and to any future mortgage by Landlord to any recognized lending institution. Such subordination shall be automatically effective at the time such future mortgage comes into existence, but in connection therewith, Tenant agrees to execute any subordination agreements, required by any recognized lending institution, if requested to do so by Landlord to confirm the effect of such automatic subordination.

(b) Upon not less than five (5) days' prior notice by Landlord, Tenant shall execute and deliver to Landlord a statement certifying (i) the Commencement Date, (ii) the Termination Date, (iii) the dates of any amendments or modifications to this Lease, (iv) that this Lease was properly executed and is in full force and effect without amendment or modification, or, alternatively, that this Lease and all amendments and modifications have been properly executed and are in full force and effect, (v) the current annual Base Rent, the current monthly installments of Base Rent and the date on which Tenant's obligation to pay Base Rent commenced, (vi) the current monthly installment of Additional Rent for Building Expenses, (vii) the date to which Base Rent and Additional Rent have been paid, (viii) the amount of the security deposit, if any, (ix) that no installment of Base Rent or Additional Rent has been paid more than thirty (30) days in advance, except as specifically provided in the estoppel certificate, (x) that Tenant is not in arrears in the payment of any Base Rent or Additional Rent, except as specifically provided in the estoppel certificate, (xi) that, to the best of Tenant's knowledge, neither party to this Lease is in default in the keeping, observance or performance of any covenant, agreement, provision or condition contained in this Lease and no event has occurred which, with the giving of notice or the passage of time, or both, would result in a default by either party, except as specifically provided in the estoppel certificate, (xii) that, to the best of Tenant's knowledge, Tenant has no existing defenses, offsets, liens, claims or credits against the Base Rent or Additional Rent or against enforcement of this Lease by Landlord, except as specifically provided in the estoppel certificate, (xiv) that Tenant has not been granted any options or rights of first refusal to extend the Term, to lease additional space, to terminate this Lease before the Termination Date or to purchase the Premises, except as specifically provided in this Lease, (xv) that Tenant has not received any notice of violation of any legal requirement or insurance requirement relating to the Building or the Premises, except as specifically provided in the estoppel certificate, (xvi) that Tenant has not assigned this Lease or sublet all or any portion of the Premises, except as specifically provided in the estoppel certificate, (xvii) that no hazardous substances have been generated, manufactured, refined, transported, treated, stored, handled, disposed or spilled on or about the Premises, except as specifically provided in the estoppel certificate, and (xviii) such other

matters as reasonably requested by Landlord. Tenant hereby acknowledges and agrees that such statement may be relied upon by any mortgagee, or any prospective purchaser, tenant, subtenant, mortgagee or assignee of any mortgage, of the Property or any part thereof. If Tenant fails or otherwise refuses to execute an estoppel certificate in accordance with Section 27(b), then Landlord shall have the right to deliver to Tenant a notice in accordance with the terms of this Lease stating that Tenant has failed to timely deliver the estoppel certificate pursuant to Section 27(b), together with a fully completed estoppel certificate. If Tenant fails to deliver to Landlord an executed estoppel certificate satisfying the criteria set forth in Section 27(b) within five (5) days after the delivery of such notice, then Tenant shall be deemed to be estopped from raising any claims which are contrary to the statements set forth in the estoppel certificate delivered by Landlord.

26. In connection with its use and occupancy of the Premises Tenant shall comply with all local, state and federal environmental regulations orders, or statutes. If Tenant causes or is responsible for any spill on or contamination of the premises by any hazardous materials as defined in such regulations, orders or statutes, Landlord may immediately terminate this lease and evict Tenant from the premises without regard for any notice provisions which may be set forth herein. Tenant by execution of this lease agrees to indemnify and hold Landlord harmless from any loss, damage or expense resulting in any manner whatsoever from such spill, contamination or non—compliance by Tenant with any of such regulations, orders or statutes, including reasonable attorney's fees incurred by Landlord in defending itself against liability for any such spill or contamination or incurred in enforcing the obligations of Tenant pursuant to this Article. The provisions of this Section 26 shall survive the expiration or earlier termination of this Lease.

27. Landlord will diligently and at Landlord's expense perform the following work to the Premises:

- (1) Replace all exterior doors including the overhead door.
- (2) Repair or replace toilet partitions in the back men's toilet room.
- (3) Confirm that emergency and exit lighting is up to code. Landlord shall repair and replace the emergency and exit lighting to the extent necessary to bring the lighting to code.
- (4) Fill in openings on interior walls of the two back rooms in the warehouse area where the windows previously were.
- (5) Repair damaged ceiling and walls in the warehouse area.
- (6) Clean and paint all rooms in the warehouse area, including the bathrooms and kitchen.
- (7) Install LED lighting and new exterior lighting.
- (8) Install second overhead door per the agreed upon floor plan. Landlord shall retain a structural engineer to review such plan and shall approve the plan prior to performing such installation.
- (9) Establish parking spaces in accordance with the attached parking plan attached hereto and made a part hereof as Schedule B.

All work as set forth above shall be performed to the applicable building codes. Landlord shall obtain all required permits from the appropriate regulatory authorities. Tenant shall have ten (10) days after the completion of each item of work to deliver written notice to Landlord specifying any unsatisfactory conditions with the respect to each item of work. Unless written

notice is given within such ten (10) day period, such item shall be deemed to have been completed in a satisfactory manner.

28. Any and all of Tenant's signage shall be subject to Landlord's approval which shall not be unreasonably withheld, conditioned or delayed. All signage shall be subject to all zoning and other municipal regulations.

29. Notwithstanding anything to the contrary contained in this Lease, Landlord shall have the right to remove, demolish and/or rebuild any of the structures on the land underlying the Building that do not comprise 3400 Fairfield Avenue. In such event Tenant and Landlord agree that the Premises may no longer constitute 42% of the Building. In such event, Tenant agrees to pay 100% of the Building Expenses attributable to the Premises. During such demolition and construction period, Landlord shall use commercially reasonable efforts not to interfere with Tenant's use of the Premises and parking at the Premises.

30. The covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, distributes, executors, administrators, successors, and, except as otherwise provided in this lease, their assigns.

31. The word Landlord as used in this lease means only the owner for the time being of Landlord's interest in this lease. In the event of any assignment of Landlord's interest in this lease, the assignor in each case shall no longer be liable for the performance or observance of any agreements or conditions on the part of the Landlord to be performed or observed.

32. Tenant will have no recourse against any individual or entity comprising Landlord, including, without limitation, the members, partners, directors, trustees, and officers of Landlord, in connection with the occupancy and/or use of the Premises by Tenant and Tenant's visitors; rather, Tenant agrees to look solely to Landlord's interest and estate in the Building for the satisfaction of Tenant's remedies arising out of or related to this Lease.

33. This Lease may not be amended except by an instrument in writing signed on behalf of both parties. If any provision of this Lease is held unenforceable by a court of competent jurisdiction, all other provisions of this Lease will remain effective. If any provision of this Lease is held unenforceable only in part or degree, it will remain effective to the extent not held unenforceable. This Lease may be executed in counterparts, each of which is an original and all of which together constitute one and the same instrument.

34. All notices, demands and requests required pursuant to this lease shall be in writing and shall be sent by United States Registered or Certified mail, postage prepaid, or by private carrier, and addressed as follows:

If to Landlord:

If to Tenant:

First Selectman

Town of Fairfield, 725 Old Post Road, Fairfield, CT 06824

With a copy to

Fairfield Superintendent of Schools

501 Kings Highway East , Ste. 201

Fairfield, CT 06825

In Witness Whereof, the parties have hereunto set their hands and seals this _____ day of October, 2019.

Frugal, LLC, Landlord

BY: _____

Town of Fairfield

BY: _____

Name:

Title:

Schedule A- Description of Premises

Schedule B – Parking and Floor Plan