

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM338555

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	COURT ORDER		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Kolo, LLC		04/17/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CAST IRON ASSOCIATES, LLC		
<b>Street Address:</b>	241 Asylum Street		
<b>City:</b>	Hartford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06103		
<b>Entity Type:</b>	CORPORATION: CONNECTICUT		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	75544051	KOLO	
<b>Serial Number:</b>	76342342	KOLO	
<b>Serial Number:</b>	78000270	KOLO	
<b>Serial Number:</b>	78744895	A SMALL WINDOW INTO A BIG LIFE	
<b>Serial Number:</b>	78954144	KOLO	
<b>Serial Number:</b>	77508628		
<b>Serial Number:</b>	77508711	KOLO	
<b>Serial Number:</b>	77508699	KOLO	
<b>Serial Number:</b>	77562053	ALBUM BAR	
<b>Serial Number:</b>	77561264	MY KOLO ALBUM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	(860) 521-1223		
<b>Email:</b>	smkds@aol.com		
<b>Correspondent Name:</b>	Scott Kraimer		
<b>Address Line 1:</b>	133 Cliffmore Rd		
<b>Address Line 4:</b>	West Hartford, CONNECTICUT 06107		

OP \$265.00 75544051

<b>NAME OF SUBMITTER:</b>	Scott Kraimer
<b>SIGNATURE:</b>	/SK/
<b>DATE SIGNED:</b>	04/17/2015

**Total Attachments: 69**

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**NOTICE OF EX PARTE PRE-JUDGMENT REMEDY/CLAIM FOR HEARING TO DISSOLVE OR MODIFY**

**STATE OF CONNECTICUT SUPERIOR COURT**

COURT USE ONLY
CLPJRX Ex Parte Application
CLPJRX Contest Ex Parte PJR Application

JD-CV-55 Rev. 3-03  
C.G.S. §§ 52-278e, 52-278f

**INSTRUCTIONS TO PLAINTIFF/APPLICANT**

1. This form **MUST** be used in connection with ex parte prejudgment remedies issued pursuant to Gen. Stat. § 52-278e, and **MAY** be used in connection with prejudgment remedies issued in an action upon a commercial transaction pursuant to Gen. Stat. § 52-278f.
2. Complete Section I below and submit to the Clerk along with, and immediately followed by your application and the other required documents for ex parte prejudgment remedy.
3. If prejudgment remedy issued, include this form in the process served on the defendant.

**SECTION I - CASE INFORMATION (To be completed by Plaintiff/Applicant)**

<input checked="" type="checkbox"/> Judicial District <input type="checkbox"/> Housing Session <input type="checkbox"/> G.A. No. _____	COURT ADDRESS <b>95 Washington Street, Hartford, CT 06106</b>
Has a temporary restraining order been requested? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	AMOUNT, LEGAL INTEREST, OR PROPERTY IN DEMAND, EXCLUSIVE OF INTEREST AND COSTS IS ("X" one of the following) <input type="checkbox"/> LESS THAN \$2500 <input type="checkbox"/> \$2500 THROUGH \$14,999.99 <input checked="" type="checkbox"/> \$15,000 OR MORE
NAME OF CASE (First-named plaintiff vs. First-named defendant) <b>Cast Iron Associates, LLC vs. Kolo, LLC</b>	("X" if applicable) <input checked="" type="checkbox"/> CLAIMING OTHER RELIEF IN ADDITION TO OR IN LIEU OF MONEY DAMAGES
SEE ATTACHED FORM JD-CV-67 FOR CONTINUATION PARTIES <input checked="" type="checkbox"/>	CASE TYPE (From Judicial Branch code list) MAJOR: <b>C</b> MINOR: <b>40</b> NO. COUNTS: <b>3</b>
NAME AND ADDRESS OF PLAINTIFF/APPLICANT (Person making application for Prejudgment Remedy) (No., street, town and zip code) <b>Cast Iron Associates, LLC, 241 Asylum Street, Hartford, CT 06103</b>	
NAME AND ADDRESS OF DEFENDANT (Person against whom Prejudgment Remedy is sought) (No., street, town and zip code) <b>Kolo, LLC, 241 Asylum Street, 6th Floor, Hartford, CT 06103</b>	
NAME AND ADDRESS OF ANY THIRD PERSON HOLDING PROPERTY OF DEFENDANT WHO IS SUBJECT TO GARNISHEE PROCESS PREVENTING DISSIPATION OF SUCH PROPERTY	
FOR THE PLAINTIFF(S) ENTER THE APPEARANCE OF:	NAME AND ADDRESS OF ATTORNEY, LAW FIRM OR PLAINTIFF IF PRO SE (No., street, town and zip code) <b>The Law Office of Charles I. Miller, PMB 108, 1245 Farmington Avenue, West Hartford, CT 06107</b> TELEPHONE NO. <b>860-656-6454</b> JURIS NO. (If atty. or law firm) <b>430195</b> SIGNED <i>Charles I. Miller</i> DATE SIGNED <b>4/13/2015</b>

**SECTION II - NOTICE TO DEFENDANT**

You have rights specified in the Connecticut General Statutes, including Chapter 903a, that you may wish to exercise concerning this prejudgment remedy. These rights include the right to a hearing:

- (1) to object to the prejudgment remedy because you have a defense to or set-off against the action or a counterclaim against the plaintiff or because the amount of the prejudgment remedy allowed by the court is unreasonably high or because payment of any judgment that may be rendered against you is adequately secured by any insurance that you may have;
- (2) to request that the plaintiff post a bond in accordance with section 52-278d of the General Statutes to secure you against any damages that may result from the prejudgment remedy;
- (3) to request that the prejudgment remedy be dissolved or modified or that you be allowed to substitute a bond for the prejudgment remedy; and
- (4) to show that the property subject to the prejudgment remedy is exempt from such prejudgment remedy.

You may request a hearing to move to dissolve or modify the prejudgment remedy. **The hearing may be requested by any proper motion or by completing section III below and returning this form to the superior court at the Court Address listed above.**

**SECTION III - DEFENDANT'S CLAIM AND REQUEST FOR HEARING (To be completed by Defendant)**

I, the defendant, request a hearing to dissolve or modify the prejudgment remedy, and claim:

- a defense, counterclaim, set-off, or exemption.
- that any judgment that may be rendered is adequately secured by insurance.
- that the amount of the prejudgment remedy is unreasonably high.
- that the plaintiff be required to post a bond to secure me against any damages which may result from the prejudgment remedy.
- that I be allowed to substitute a bond for the prejudgment remedy.

I certify that a copy of the above claim was mailed/delivered to the Plaintiff or the Plaintiff's attorney on the Date Mailed or Delivered shown below.

DATE MAILED OR DELIVERED	SIGNED (Defendant)	DATE SIGNED
TYPE OR PRINT NAME AND ADDRESS OF DEFENDANT		DOCKET NO. PJR CV
NAME OF EACH PARTY SERVED*		ADDRESS AT WHICH SERVICE WAS MADE*



CLPJRX P  
FOR COURT USE ONLY

\*If necessary, attach additional sheet with names of each party served and the address at which service was made.



THE LAW OFFICE OF CHARLES I. MILLER  
ATTORNEY AT LAW - PMB 108, 1245 FARMINGTON AVENUE - WEST HARTFORD, CT 06107  
TEL. (860) 655-6454 - FAX (860) 655-6179 - EMAIL: CM@LAWOFFICEOFMILLER.COM - JURIS NO. 430195

◇ RETURN DATE: MAY 5, 2015 : SUPERIOR COURT  
CAST IRON ASSOCIATES, LLC : J.D. OF HARTFORD  
V. : AT HARTFORD  
KOLO, LLC AND KOLO RETAIL, LLC : APRIL 6, 2015

**WRIT, SUMMONS AND DIRECTION FOR ATTACHMENT/GARNISHMENT**

TO ANY PROPER OFFICER:

BY AUTHORITY OF THE STATE OF CONNECTICUT YOU ARE HEREBY

COMMANDED, without delay to attach and/or garnish to the value of TWO HUNDRED TWENTY-SEVEN THOUSAND FOUR HUNDRED AND 00/100THS (\$227,400) DOLLARS the following property of the defendant, KOLO, LLC in accordance with the waiver of Prejudgment Remedy attached to the Affidavit in Support of Prejudgment Remedy as Exhibit A.

(1) All goods, including fixtures, trades fixtures, furniture, equipment and inventory, documents, instruments, accounts, general intangibles, chattel paper and any and all proceeds derived from any of the foregoing owned by Kolo, LLC, located at 241 Asylum Street, Hartford, Connecticut, specifically on the following floors: basement, 2<sup>nd</sup>, 5<sup>th</sup>, 6<sup>th</sup> and 7<sup>th</sup>.

(2) All goods, including fixtures, trades fixtures, furniture, equipment and inventory, owned by Kolo, LLC, including but not limited to racking, stored in trailers at **MULTI-MODE LOGISTICS, LLC**, 3 Choice Rd., Windsor Locks CT 06096-1036;

◇ (3) All goods, including fixtures, trades fixtures, furniture, equipment and inventory, owned by Kolo, LLC, including but not limited to a trade show booth stored at **WINGSITE DISPLAYS INC.**, 1060 Silas Deane Hwy, Wethersfield, CT 06109; and

(4) All trademarks and registrations owned and held by Kolo, LLC, including but not limited to: Serial Nos.: 75544,051 76342,342 78000,270 78744,895 78954,144 77508,628 77508,711 77508,699 77562,053 and 77561,264, as on registry with the **UNITED STATES PATENT AND TRADEMARK OFFICE**, Randolph Building, 401 Dulaney Street, Alexandria, VA 22314.

And you are hereby further commanded to serve a true and attested copy of this Writ, Summons, Direction for Attachment/Garnishment, Complaint, Affidavit and Notice upon said garnishees and you are further commanded to summon the garnishees to appear before the Superior Court for the Judicial District of Hartford at Hartford on May 5, 2015, the appearance not to be made in person but to be made by the garnishee, or the garnishee's attorneys, by filing a written statement of appearance with the clerk of the court whose address is 95 Washington Street, Hartford, Connecticut, on or before the second day following the return date, then and there to disclose under oath whether they have concealed in their hands any goods of the defendant KOLO, LLC.

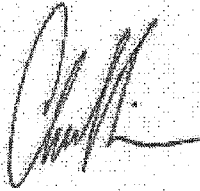
Then to summon the defendant, KOLO, LLC, a foreign limited liability company with a principal place of business in Hartford, Connecticut to appear before the Superior Court for the Judicial

◇ District of Hartford at Hartford on May 5, 2015, the appearance not to be made in person but to be made by the defendant, or the defendant's attorneys, by filing a written statement of appearance with the clerk of the court whose address is 95 Washington Street, Hartford, Connecticut, on or before the second day following the return date, then and there to answer unto plaintiff, CAST IRON ASSOCIATES, LLC, in a civil action in which the plaintiff's claim is set forth in the accompanying Complaint and Affidavit attached hereto and made a part hereof.

HEREOF FAIL NOT, BUT DUE SERVICE AND RETURN MAKE.

Dated at West Hartford, Connecticut this the 7<sup>th</sup> day of April, 2015.

PLAINTIFF,  
CAST IRON ASSOCIATES, LLC



Digitally signed by Charles I. Miller  
Law Office of Charles I. Miller  
Email: cm@lawofficemiller.com  
Juris #403425

By: \_\_\_\_\_

Charles I. Miller, Esq.  
The Law Office of Charles I. Miller  
PMB 108, 1245 Farmington Avenue  
West Hartford, CT 06107  
Telephone: (860)656-6454  
Juris no.: 430195



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CAST IRON ASSOCIATES, LLC : J.D. OF HARTFORD  
V. : AT HARTFORD  
KOLO, LLC AND KOLO RETAIL, LLC : APRIL 6, 2015

**AFFIDAVIT IN SUPPORT OF PREJUDGMENT REMEDY**

The undersigned, being duly sworn, deposes and says:

1. I am over the age of eighteen years and believe in the obligations of an oath.
2. I am the President and owner of Werner & Company, which is the manager and member of the plaintiff limited liability company, Cast Iron Associates, LLC, and in that capacity, I am thoroughly familiar with the facts set forth in the plaintiff's Complaint.
3. The facts set forth in the Complaint are true to the best of my knowledge and belief.
4. The plaintiff, Cast Iron Associates, LLC, (hereinafter referred to as "plaintiff", "Cast Iron" or "landlord") is a Connecticut Limited Liability Company with a place of business at 241 Asylum Street, Hartford, Connecticut 06103.
5. At all relevant times herein, the defendant, Kolo, LLC ("defendant" or "Kolo") is a Delaware limited liability company, registered with the Secretary of State's Office to conduct business within the State of Connecticut with offices and a principle place of business at 241 Asylum Street Hartford, Connecticut.

6. At all relevant times herein, the defendant, Kolo Retail, LLC ("defendant" or "Kolo Retail") is a Connecticut limited liability company, registered with the Secretary of State's Office to conduct business within the State of Connecticut with offices and a principle place of business at 241 Asylum Street Hartford, Connecticut.

7. The plaintiff and Kolo, as tenant, entered into a one-year written lease agreement, the term commencing January 1, 2008, (the "Prior Lease") for certain premises at 241 Asylum Street, Hartford, Connecticut, specifically the following floors or portions of floors: 5<sup>th</sup>, 6<sup>th</sup> and 7<sup>th</sup>, upon the terms and conditions set forth therein, a copy of which is attached hereto as Exhibit A.

8. The annual base fixed rent was \$62,356.00 with monthly payments of \$5,196.33. Additionally Kolo was responsible for additional rent and it's pro rata share of taxes as set forth in the lease.

9. Kolo retained possession of the premises after the ending of the one-year term becoming a tenant at will from January 2, 2009 until December 31, 2012 (the "hold-over period"), pursuant to Article 20.02.

10. During the hold-over period under the Prior Lease Kolo breached the lease in that it failed to pay the full amount of the basic rent and/or additional rent during 2008 through 2012.

11. Kolo owes unpaid basic and/or additional rent under the Prior Lease with the following changes in the annual accounts receivable:

- a. As of December 31, 2008: \$38,983.75
- b. As of December 31, 2009: \$28,110.08
- c. As of December 31, 2010: \$0
- d. As of December 31, 2011: \$20,262.65
- e. As of December 31, 2012: \$21,107.79.

12. The plaintiff and Kolo and Kolo Retail, as tenants entered into a written five year lease agreement (the "Lease") for the premises at 241 Asylum Street, Hartford, Connecticut, specifically the following floors or portions of floors: basement, 2<sup>nd</sup>, 5<sup>th</sup>, 6<sup>th</sup> and 7<sup>th</sup> (hereinafter the "Premises"), upon the terms and conditions set forth therein, a copy of which is attached hereto as Exhibit B.

13. The Lease term is January 1, 2013 through December 31, 2017.

14. The aggregate monthly and annual rental payments for the five year term remain constant and are \$101,209.00 per annum and \$8,434.00 per month, in addition the tenants are responsible for their electricity charges and janitorial expenses.

15. The defendants have breached the Lease in that they have failed to pay the full amount of the basic rent and utility costs due under the Lease on February 1, 2013 and thereafter.

16. Due to defendants' breaches of the Lease the defendants owe to plaintiff the unpaid rent (less allowable offsets) from February 1, 2013 through the remaining balance of the term.

17. There is currently owed by Kolo under the Prior Lease and Lease and Kolo Retail under

◇ the Lease unpaid basic and/or additional rent and/or utilities in the following amounts:

	Kolo Retail, LLC	Change in Accounts Receivable	Kolo, LLC	Change in Accounts Receivable	Totals Balance	# of Days thru	Prejudgment Int
2008			\$ 38,983.75	\$ 38,983.75	\$ 38,983.75	2286	\$ 24,415.58
2009			\$ 67,093.83	\$ 28,110.08	\$ 67,093.83	1921	\$ 14,794.37
2010			\$ 52,786.56	\$ (14,307.27)	\$ 52,786.56	1556	\$ -
2011			\$ 73,049.21	\$ 20,262.65	\$ 73,049.21	1191	\$ 6,611.73
2012			\$ 94,157.00	\$ 21,107.79	\$ 94,157.00	826	\$ 4,776.72
2013	\$ 73,202.56	\$ 73,202.56	\$ 142,507.54	\$ 48,350.54	\$ 215,710.10	461	\$ 6,106.74
2014	\$ 74,289.89	\$ 1,087.33	\$ 135,636.00	\$ (6,871.54)	\$ 209,925.89	96	\$ -
				\$ 135,636.00			\$ 56,705.14

18. The landlord additionally claims as to Kolo prejudgment statutory interest pursuant to CGS Sec 37-3a of 10% per annum on the rental arrearages for the years 2008- March 31, 2015 as totaling \$56,705.14.

19. The defendants took possession of the Premises pursuant to the lease agreements and remain in possession thereof.

20. Upon a breach by tenant of the Prior Lease and the Lease, Kolo is obligated to pay all costs of collection and reasonable attorney's fees incurred by plaintiff in enforcing its rights under same.

21. Further both the Prior Lease and Lease provide and Kolo acknowledged that the leases between the plaintiff and Kolo are a commercial transaction, and that the defendant waived all rights to notice or hearing under the Connecticut General Statutes, or otherwise allowed by statute or federal law, with respect to any prejudgment remedy sought by the plaintiff in connection with said transactions.

22. The balance owed by Kolo is \$135,636.00 as of March 31, 2015, together with

◇ prejudgment interest in the amount of \$56,705.14, totaling **\$192,341.14**.

23. As a result of the foregoing, the Plaintiff has had to turn this matter over to an attorney for collection and reasonably anticipates costs in the amount of **\$1,500.00** and attorney's fees in the amount of **\$20,000.00**, all as allowed under the Prior Lease and Lease.

24. In addition, the Plaintiff reasonably anticipates that it will be entitled to an additional twelve months of prejudgment statutory interest pursuant to CGS Sec. 37-3a totaling \$13,563.60; representing the interest calculated over the next 12 months, the anticipated period of time to obtain a judgment in a contested lawsuit in the Hartford Judicial District.

25. I believe the foregoing facts are sufficient to demonstrate probable cause that a judgment will be rendered in favor of the Plaintiff, against Kolo in the amount of the prejudgment remedy sought (**\$227,400**) or an amount greater than the amount of the prejudgment remedy sought, taking into account any known defenses, counterclaims or set-offs.



# EXHIBIT A

LEASE

BETWEEN

CAST IRON ASSOCIATES, LLC

AND

KOLO, LLC

The Cast Iron Building  
241 Asylum Street  
Hartford, Connecticut 06103



INDEX

	Page
I. Demised Premises, Term, Rents	4
II. Use	5
III. Construction of the Demised Premises	5
IV. Additional Rent, Taxes, Operating Expenses	5
V. Subordination, Notice to Mortgagees	5
VI. Assignment, Subletting, Mortgaging, etc.	6
VII. Compliance with Laws and Requirements of Public Authorities	7
VIII. Fire Insurance Compliance - Waiver of Subrogation	7
IX. Tenant's Alterations	8
X. Tenant's Property	8
XI. Repairs and Maintenance	9
XII. Electricity	10
XIII. Heats Ventilating and Air Conditioning	10
XIV. Landlord's Services	10
XV. Access, Changes in Building Facilities	11
XVI. Notice of Accidents	11
XVII. Insurance, Non-Liability and Indemnification	12
XVIII. Destruction or Damage	13
XIX. Eminent Domain	13
XX. Surrender	14
XXI. Tenant's Default	14
XXII. Waivers and Limitation of Liability	18
XXIII. No Other Implied Waivers or Modifications	19
XXIV. Curing Tenant's Defaults, Additional Rent	19
XXV. Agent	20
XXVI. Notices	20
XXVII. Estoppel Certificate, Memorandum of Lease	21

XXVIII	Representations and Agreements	21
XXIX	Transfer of Landlord's Interest and Limitation of Liability; Landlord Default	22
XXX	Tenant's Discharge of Mechanic's Liens	23
XXXI	Construction of Lease	23
XXXII	Waiver of Notice	24
XXXIII	Unperformed Covenants	24
XXXIV	Security Deposit	24
XXXV	Waiver of Notice of Prejudgment Remedy	25
XXXVI	Notice of Lease	25
XXXVII	Extension Options	25
	Guaranty	27
EXHIBIT A	Legal Description	28
Exhibit A-1	Demised Premises	29
Exhibit B	Rules and Regulations	30

LEASE DATED January 1, 2008 between Prestige Group Connecticut, Inc. having an office at 241 Asylum Street, Sixth Floor, Hartford, CT (hereinafter referred to as "Landlord") and KOLO, LLC, a Connecticut Limited Liability Company, having an office at 241 Asylum Street, Sixth Floor, Hartford, CT, (hereinafter referred to as "Tenant").

WITNESSETH:

**ARTICLE I. DEMISED PREMISES, TERM, RENTS**

1.01. Landlord hereby leases to Tenant, and Tenant hereby hires from Landlord, space on the Fifth, Sixth and Seventh Floor, of 241 Asylum Street, CT (the "Building") described on Exhibit A annexed hereto and made a part hereof, said premises are shown as the area outlined on Exhibit A annexed hereto and made a part hereof, and are hereinafter called the "Premises" or "Demised Premises", together with the non-exclusive right in common with the other tenants in the Building to the use of all the common areas and facilities of the Building, including, but not limited to, the elevators, entranceways and exits, common corridors and hallways, common stairways, and all common lavatories in the Building including the right to use of the common lavatory on the floors nearest to the Sixth Floor. The Demised Premises comprise approximately of 6,239.0 rentable square feet.

1.02. The lease shall be for a term of one year (1) commencing on January 1, 2008, (the "Commencement Date") and expiring on December 31, 2008 unless sooner terminated or extended as provided in this Lease.

1.03. Beginning on the Commencement Date and continuing through December 31, 2008, Tenant shall pay Landlord as "Base Fixed Rent" for the Premises the annual sum of Sixty Two Thousand Three Hundred Fifty Six Dollars (\$62,356.), due and payable monthly, in advance, on the first day of each calendar month at the rate of Five Thousand One Hundred Ninety Six Dollars and 33/100 (\$5,196.33).

The monthly rental stipulated above shall be proportionately adjusted for occupancy of the Premises for less than a full calendar month at the commencement or the termination of this Lease. The first payment of fixed rent shall be due and payable on the Commencement Date. Rental shall be payable in advance on the first day of each and every month for and during the term of this Lease, at the office of Landlord at 241 Asylum Street, Sixth Floor, Hartford, Connecticut. All rent shall be payable without demand or setoff or abatement, except as specifically otherwise provided in this Lease.

Nothing in this paragraph shall be deemed to limit the amount of any claim, demand or cause of action of Landlord against Tenant under the provisions of this Lease.

**ARTICLE II. USE**

2.01. Tenant shall use and occupy the Demised Premises only for purposes of a General Office. Tenant covenants and agrees that it will not use the Demised Premises as a depository institution (which includes, but is not limited to, a savings bank, trust company, loan company, or finance company), or as a training school or other educational facility of any kind. Tenant shall not violate the rules and regulations set forth on Exhibit B annexed hereto.

**ARTICLE III. CONSTRUCTION OF THE DEMISED PREMISES**

3.01. Landlord has no work to construct for the Tenant. The Landlord's Work shall be constructed and completed in a good workmanlike manner and with good materials. Tenant shall accept the Demised Premises "as is" without any representation or warranty of any nature by or on behalf of Landlord.

3.02. If Landlord is unable to give possession of the Premises because of the holding-over or retention of possession by any tenant, subtenant or occupant, or for any other reason, Landlord shall not be subject to any liability for failure to give possession on the Commencement Date and the validity of this Lease shall not be impaired under such circumstances, nor shall the same be construed in any way to extend the term of this Lease, but the fixed rent and additional rent payable hereunder shall be abated (provided Tenant is not responsible for the inability to obtain possession) until Landlord has given notice to Tenant that the Premises are ready for occupancy. If Landlord shall give Tenant permission to enter into the possession of the Premises prior to the Commencement Date, such possession or occupancy shall be deemed to be upon all the terms, covenants, conditions and provisions of this Lease, including without limitation, the payment of fixed rent and additional rent. Tenant shall have the right to terminate this Lease if the Premises are not delivered complete with Landlord's Work within 60 days of the Commencement Date.

**ARTICLE IV. ADDITIONAL RENT, REAL ESTATE TAXES, OPERATING EXPENSES**

4.01 As used in this ARTICLE IV,

(i) "Taxes" means all real estate taxes, assessments and other charges levied upon the Building and the Land which are based upon the assessed value of the Building and the Land and which are payable during each lease year, including all taxes, assessments or charges in respect of income, profit, revenue or rents payable by tenants of the Building provided such other tax, assessment or charge is levied as a substitution in whole or in part for taxes upon the Building and the Land;

(ii) "Insurance Premiums" means all insurance premiums paid by the Landlord during each lease year on policies from time to time maintained by the Landlord in respect of the Building and the Land including, without limitation, public liability insurance and insurance against loss or damage by fire, flood, windstorm, smoke damage and other risks as are from time to time included in a standard extended coverage endorsement;

(iii) "lease year" means the period commencing January 1, 2008 and ending December 31, 2008, and each period of twelve (12) consecutive calendar months thereafter;

(iv) "Tenant's Proportionate Share" shall mean 24.5%, being 6,239 (the Gross Rentable Area of the Demised Premises) divided by 25,432, being the Gross Rentable Area of the Building, computed by measuring from the inside surface of the glass area (or masonry if there is no glass area) in the outer Building wall to the inside surface of the glass area (or masonry if there is no glass area) in the opposite outer Building wall but including public lobbies and stairs, the elevator shaft and pipe shafts but excluding storage areas located on the ground floor of the Building.

(v) "Operating Expenses" shall mean all operating expenses of the common area of the building and Land, paid by the Landlord during each lease year, excluding those monthly utilities costs directly charged to the Tenant by Landlord.

4.02 Upon the Landlord's sole discretion, the Tenant shall pay to the Landlord for each lease year during the term hereof and for the renewal term, if any, as additional rent, an amount equal to the "Tenant's Proportionate Share" of the Landlord's Real Estate Taxes, Insurance Premiums and other Operating Expenses. In the case that Tenant shall pay to the Landlord such "Additional Rent",

(a) The Tenant shall pay such additional rent to the Landlord within ten (10) days after receipt by the Tenant of a statement from the Landlord indicating that the Landlord has made any payment as to which the Landlord is entitled for reimbursement.

(b) The "Base Fixed Rent" plus any "Additional Rent" shall not exceed Fair Market Value of the Demised Premises for the term. Fair Market Value shall be determined as follows: Within thirty (30) days after the Tenant has receipt of the statement from the Landlord, the Landlord will present a Fair Market Rental Report to the Tenant indicating the that the "Base Rent plus any "Additional Rent" does not exceed the Fair Market Rental Value. In the event that the Tenant disagrees with the Fair Market Rental Value, both Landlord and the Tenant shall each appoint an MAI appraiser and advise the other party of the identity of its appraiser. The two appraisers shall be instructed to each render an appraisal of the Fair Market Rental Value of the Demised Premises for the second renewal term. The Fair Market Rental Value of the Demised Premises for such renewal term shall be the amount determined by the two appraisers, whose determination shall be binding and conclusive upon the Landlord and the Tenant, but if the two appraisers shall not agree, then the two appraisers shall appoint a mutually agreeable third appraiser who shall be instructed to render an appraisal in the same manner, and if they fail to do so, the selection of the third appraiser may be made by any judge of the Superior Court in and for the Hartford-New Britain Judicial District upon application of either party, in which case the Fair Market Rental Value of the Demised Premises for such renewal term shall be the amount determined by the third appraiser, whose determination shall be binding and conclusive upon the Landlord and the Tenant. Each of the Landlord and the Tenant shall pay the costs of the respective appraiser appointed by each of them, and shall share equally the cost of the third appraiser if one shall be appointed.

**ARTICLE V. SUBORDINATION, NOTICE TO MORTGAGEES**

5.01 This Lease shall be and hereby is subordinated to the lien of any mortgage which may now or hereafter affect the real property of which the Demised Premises form a part, provided any such mortgagee has agreed that so long as Tenant is not in default of the terms of this Lease, Tenant shall be entitled to its quiet enjoyment of the Premises and shall not be disturbed in its use and occupancy thereof. If the Landlord or any such mortgagee requests written confirmation of such subordination, Tenant shall execute promptly any certificate or instrument of subordination that Landlord or such mortgagee may reasonably request.

In the event Tenant fails, refuses or omits to execute and deliver any such certificate or instrument within ten (10) days after request therefor, Tenant shall be in default hereof, and Landlord may thereafter terminate and cancel this Lease upon written notice to Tenant. Tenant agrees to give to any mortgagee requesting, written notice of any act or omission of Landlord alleged by Tenant, and such mortgagee shall have a reasonable time after such notice to cure such act or omission (taking into account the nature of the alleged act or omission). The word "mortgagee" as used herein includes without limitation, mortgage, security interest, deeds of trust or similar instruments and all renewals, modifications, consolidations, extensions, replacements or substitutes thereof or thereto.

**ARTICLE VI. ASSIGNMENT, SUBLETTING, MORTGAGING, ETC.**

6.01. Tenant shall not assign this Lease in whole or in part or sublet all or any part of the Leased Premises, without obtaining the prior written consent of Landlord. If Tenant shall intend, at any time or times during the term of this Lease, to assign this Lease or to sublet all or any part of the Premises, Tenant shall give notice to Landlord of such intent not less than thirty (30) days prior to the effective date of any such assignment or sublease, which notice shall set forth the material terms and conditions of the assignment or sublease.

If the Landlord shall give its consent to any assignment of this Lease or to any sublease, Tenant shall, in consideration therefor, pay to Landlord as additional rent:

Any rents, additional charges or other consideration accruing during the term of this Lease or the sublease with respect to the Premises or the subleased space, payable under the Lease or the sublease to Tenant by the subtenant which is in excess of the fixed rent (or in excess of the rate per square foot payable by Tenant hereunder in the event of a sublease of less than all the Demised Premises) and additional rent pursuant to the terms hereof.

The sums payable pursuant to the foregoing shall be paid to Landlord as and when paid by the subtenant to Tenant in the case of a sublease, and/or at the time of Landlord's consent in the case of an assignment. In addition, Tenant shall pay to Landlord the reasonable costs and expenses, including without limitation, reasonable attorney's fees incurred by Landlord in connection with any such assignment or subletting. Any assignment or sublease made without Landlord's prior written consent shall be null and void at Landlord's option and shall be an event of default under this Lease entitling Landlord to all rights and remedies provided by law and by this Lease. The consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. If this Lease be assigned, or if the leased premises or any part thereof be sublet or occupied by anybody other than Tenant, Landlord may collect rent from the

assignee subtenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, subtenant or occupant as tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. Notwithstanding any assignment or sublease, Tenant shall remain primarily liable on this Lease and shall not be released from performing any of the terms, covenants and conditions of this Lease, but Tenant and such assignee shall thereafter be jointly and severally liable for the full and faithful performance of the obligations of Tenant under this Lease. Notwithstanding the foregoing, in no event shall this Section 7.01 be applicable to any transfer, sale, hypothecation, pledge, sublease or assignment by Tenant.

**ARTICLE VII. COMPLIANCE WITH LAWS AND REQUIREMENTS OF PUBLIC  
AUTHORITIES**

7.01. Tenant shall, at its expense, abate any nuisance caused by Tenant, its Licensees or Invitees, on the Demised Premises, and comply with all laws and requirements of public authorities which shall, with respect to the Demised Premises or the use and occupancy thereof by Tenant, its Licensees or Invitees, impose any violation, order or duty on Landlord or Tenant arising from (i) Tenant's use of the Demised Premises, (ii) the manner of conduct of Tenant's business or operation of its installation equipment or other property therein, (iii) any cause or condition created by the Tenant, or (iv) breach of any of Tenant's obligations hereunder.

7.02. If any governmental license or permit other than a certificate of occupancy shall be required for the proper and lawful conduct of Tenant's business in the Demised Premises or any part thereof, Tenant shall secure such license or permit at its sole cost and expense, shall maintain the same throughout the term of this Lease or any renewals or extensions thereof, and shall submit the same for Landlord's reasonable inspection. Tenant shall at all times comply with the terms and conditions of each such license or permit. A revocation of such license or permit shall not cause an abatement or termination of Tenant's obligations under this Lease, but Tenant shall remain liable for the full and timely performance of the same.

**ARTICLE VIII. FIRE INSURANCE COMPLIANCE -WAIVER OF SUBROGATION**

8.01. Tenant shall not violate or permit the violation of any condition imposed by the fire insurance policies carried by Landlord with respect to the Building and shall not do, or permit anything to be done, or keep or permit anything to be kept in the Demised Premises which would subject Landlord to any liability or responsibility for personal injury or death or property damage, or which would increase the fire or other casualty insurance rate on the Building or the property therein over the rate which would otherwise then be in effect or which would result in insurance companies of good standing refusing to insure the Building or any of such property in amounts reasonably satisfactory to Landlord.

8.02. Landlord and Tenant shall each secure an appropriate clause in, or an endorsement upon, each fire or extended coverage or rent insurance policy obtained by them and covering the Building, the Demised Premises or the personal property, fixtures and equipment located therein or thereon, pursuant to which the respective insurance companies waive subrogation or permit the insured, prior to any loss, to agree with a third party to waive any claim it might have against said third party. The waiver of subrogation or permission for waiver of any claim hereinbefore referred to

shall extend to the agents of each party and its employees and, in the case of Tenant, shall also extend to all other persons and entities occupying or using the Demised Premises in accordance with the terms of this Lease.

Subject to the foregoing provisions of this Section 8.02 and insofar as may be permitted by the terms of the insurance policies carried by it, each party hereby releases the other with respect to any claim (including a claim for negligence) which it might otherwise have against the other party for loss, damage or destruction with respect to its property by fire or other casualty (including rental value or business interest, as the case may be) occurring during the term of this Lease.

8.03. If by reason of any failure of Tenant to comply with the provisions of Section 7.01 or Section 8.01, the rate of All Risk Insurance or fire insurance with extended coverage on the Building, equipment or other property of Landlord shall be higher than it otherwise would be, Tenant shall reimburse Landlord, on demand, for that part of the premiums for fire insurance and extended coverage paid by Landlord because of such failure on the part of Tenant.

#### **ARTICLE IX. TENANT'S ALTERATIONS**

9.01. Tenant shall not, without the prior written approval of Landlord, make any alterations or changes to the Demised Premises.

#### **ARTICLE X. TENANT'S PROPERTY**

10.01. All fixtures, equipment, improvements and appurtenances attached to or built into the Demised Premises at the commencement of or during the term of this Lease, whether or not by or at the expense of Tenant, shall be and remain a part of the Demised Premises, shall be deemed the property of the Landlord and shall not be removed by Tenant, except as hereinafter in this Article expressly provided.

10.02. All movable partitions, other business and trade fixtures, machinery and equipment, communications equipment and office equipment, which are installed in the Demised Premises by or for the account of Tenant, without expense to Landlord, and can be removed without damage or adverse appearance to the Premises or to the Building and all furniture, furnishings and other articles of movable personal property owned by Tenant and located in the Demised Premises (all of which are sometimes called "Tenant's Property") shall be and shall remain the property of Tenant and may be removed by it at any time during the term of this Lease; provided that if any of Tenant's Property is removed, Tenant shall repair or pay the cost of repairing any damage or adverse appearance to the Demised Premises or to the Building resulting from such removal.

10.03. The Tenant shall at all times maintain fire insurance with extended coverage in an amount adequate to cover the cost of replacement of all alterations, decorations, additions or improvements in the event of fire or extended coverage loss. Tenant shall deliver to the Landlord certificates of such fire insurance policies, which shall contain a clause requiring the insurer to give the Landlord ten (10) days notice of cancellation of such policies.

10.04. At or before the Expiration Date, or the date of any earlier termination of this Lease, or as promptly as practicable after such an earlier termination date, Tenant's Property, except such items thereof as Tenant shall have expressly agreed in writing with Landlord were to



remain and to become the property of Landlord, shall be removed by Tenant, and Tenant shall repair any damage or adverse appearance to the Demised Premises or the Building resulting from such removal.

10.05. Any other items of Tenant's Property which shall remain in the Demised Premises after the Expiration Date or after a period of fifteen (15) days following an earlier termination date, may, at the option of the Landlord, be deemed to have been abandoned, and in such case either may be retained by Landlord as its property or may be disposed of, without accountability, in such manner as Landlord may see fit at Tenant's expense.

#### ARTICLE XI. REPAIRS AND MAINTENANCE

11.01. Tenant shall take good care of the Demised Premises and shall not commit waste therein. Tenant, at its expense, shall promptly make all repairs, in the Demised Premises, as shall be required by reason of (i) the installation, use or operation of Tenant's Property in the Demised Premises, (ii) the moving of Tenant's Property in and out of the Building, or (iii) the misuse, act or neglect of Tenant or any of its employees, agents or contractors.

11.02. Tenant shall not place a load upon any floor of the Demised Premises, which exceeds the load per square foot, which such floor was designed to carry and which is allowed by law.

11.03. Business machines and mechanical equipment belonging to Tenant which cause noise or vibration that may be transmitted to the structure of the Building or to the Demised Premises to such a degree as to be objectionable to Landlord shall be placed and maintained by the party owning the machines or equipment at such party's expense, in setting of cork, rubber or spring type vibration eliminators sufficient to eliminate noise or vibration. In the event of any violation, Tenant shall be obligated to make such repairs to the Demised Premises and Building resulting there from and to take all steps reasonably necessary to eliminate such noise or vibration.

#### ARTICLE XII. ELECTRICITY

12.01. Tenant shall pay for the electrical energy used by the Tenant in the Demised Premises. Tenants payments shall be due and payable on a monthly basis and shall be paid within ten (10) days from the date the Tenant receives the invoice for electricity usage.

12.02. Tenant's use of electric energy in the Demised Premises shall not at any time exceed the capacity of any of the electrical conductors and equipment in or otherwise serving the Demised Premises. In order to insure that such capacity is not exceeded and to avert possible adverse effect upon the Building; electric service, Tenant shall not, without Landlord's prior written consent in each instance, connect appliances or equipment to the Building's electric distribution system or make any alteration or addition to the electric system of the Demised Premises existing on the Commencement Date. Should Landlord grant such consent, all additional risers or other equipment required therefor shall be provided by Landlord and the cost thereof shall be paid by Tenant upon Landlord's demand. As a condition to granting such consent, Landlord may require Tenant to agree to an increase in the fixed rent to an amount which will reflect the cost of the additional service to be furnished by Landlord; that is, the potential additional electric energy to be made available to Tenant based upon the estimated additional capacity of such additional risers or other equipment. If Landlord and Tenant cannot agree thereon, such amount shall be determined by a reputable, independent electrical engineer to be selected mutually by Landlord and Tenant and paid equally by both parties. If an amount of

increase is so determined by such engineer, the parties shall execute an agreement supplementary hereto to reflect such increase in the amount of fixed rent stated in this Lease effective from the date such additional service is made available to Tenant, but such increase shall be effective from such date even if such supplementary agreement is not executed.

**ARTICLES XIII. HEAT, VENTILATING AND AIR CONDITIONING**

13.01. Landlord at its expense shall maintain and operate heating, ventilating and air conditioning systems in the Demised Premises through the systems in conformity with and subject to the capacity of such systems. Such heating, ventilating and air conditioning shall be furnished during regular hours (that is, generally customary day time business hours, but not before 7:00a.m. or after 7:00 p.m.) of business days (which term is used herein to mean all days except Saturdays after 1:00 p.m., Sundays and days observed by the federal government as legal holidays) throughout the year. If Tenant shall require air conditioning service at any other time (hereinafter called "After Hours Service"), Landlord shall furnish such After Hours Service upon reasonable advance notice from Tenant, and Tenant shall pay Landlord's then established charges therefor on Landlord's demand.

**ARTICLE XIV. LANDLORD'S SERVICES**

14.01 Landlord, at its expense, shall provide elevator on which the Demised Premises are situated during "regular hours of business days" (as defined in Article 14.01 above) and shall have at least one passenger elevator subject to call at all other times.

14.02. Landlord agrees to keep and maintain the Building and the common areas in good condition and repair, including reasonable efforts to keep the sidewalk free of snow, debris and ice. Landlord shall keep and maintain and make all repairs to the Building, the common areas, the facilities of the Building, including all structural repairs to the demised premises and all repairs to all mechanical systems, elevators, pumps, heating, ventilation and air conditioning system and all other utilities servicing the building and the Demised Premises.

**ARTICLE XV. ACCESS, CHANGES IN BUILDING FACILITIES**

15.01. Except for inside surfaces of the Demised Premises, any access to the lobby and to elevators, all of the Building, including exterior Building walls, core corridor walls and doors and any core corridor entrance, any terraces or roofs adjacent to the Demised Premises, and any space in or adjacent to the Demised Premises, used for shafts, stacks, pipes, conduits, fan rooms, ducts, electric or other Facilities, sinks or other Building Facilities, and the use thereof, as well as access thereto through the Demised Premises for the purposes of operation, maintenance, decoration and repair, are reserved to Landlord.

15.02. Tenant shall permit Landlord to install, use and maintain pipes, ducts and conduits within the demised walls, bearing columns and ceilings of the Demised Premises.

15.03. Landlord or Landlord's agent shall have the right to enter and/or pass through the Demised Premises or any part thereof, at reasonable times upon reasonable notice for the purpose of making such repairs or changes to the Building or its facilities as may be provided for by this Lease or as Landlord may be required to make by law or in order to repair and maintain the Building or its fixtures or facilities. Landlord shall be allowed to take all materials into and upon the Demised Premises that may be required for such repairs, changes, repainting or maintenance, without liability to Tenant, except for Landlord's negligence or intentional misconduct. Landlord shall have the

right to enter in and/or pass through the Demised Premises, or any part thereof, at such times as such entry shall be required by circumstances of emergency affecting the Demised Premises or the Building.

15.04. Landlord reserves the right to make such changes in or to the Building and the fixtures and equipment thereof, as well as in or to the street entrances, halls, passages, elevators and stairways thereof, as it may deem necessary or desirable so long as it shall not materially adversely affect Tenant's business.

15.05. Notwithstanding anything set forth in this Article XV to the contrary, in no event shall Landlord's access, use, entrance, alterations, changes, installations, storage, repairs, replacements or maintenance unreasonably interfere with Tenant's use or operation of the Demised Premises or materially and adversely affect Tenant's business.

#### ARTICLE XVI. NOTICE OF ACCIDENTS

16.01. Tenant shall give notice to Landlord promptly after Tenant learns thereof of (i) any accident in or about the Demised Premises for which Landlord might be liable; (ii) all fires in the Demised Premises; (iii) all damages to or defects in the Demised Premises, including the fixtures, equipment and appurtenances thereof for the repair of which Landlord might be responsible; and (iv) all damage to or defects in any parts or appurtenances of the Building's sanitary, electrical, heating, ventilating, air conditioning, elevator and other systems located in or passing through the Demised Premises or any part thereof.

#### ARTICLE XVII. INSURANCE, NON-LIABILITY AND INDEMNIFICATION

17.01. Landlord shall not be liable to Tenant for any injury or damage to Tenant or to any other person or for any damage to or loss (by theft or otherwise) of any property of Tenant or any other person, irrespective of the cause of such injury, damage or loss, unless caused by or due to the negligent act or intentional misconduct of the Landlord, its agents, servants or employees.

17.02. Tenant shall indemnify and save harmless Landlord and its agents against and from loss or damage Landlord may incur as a result of (i) any and all claims (a) arising from the conduct or management of the Demised Premises or of any business therein, or any work or thing whatsoever done, or any condition created by Tenant or its Licensees or Invitees in or about the Demised Premises during the term of this Lease or during any other period of time that Tenant may have been given access to the Demised Premises, or (b) arising from any negligent or otherwise wrongful act or omission of Tenant or any of its subtenants or licensees or its or their employees, agents or contractors; and (ii) all costs, expenses and liabilities incurred in or in connection with each such claim or action or proceeding brought thereon. In case any action or proceeding be brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord, shall resist and defend such action or proceeding. Landlord shall indemnify and save harmless Tenant and its agents and employees against and from loss or damage Tenant may incur as a result of Landlord's and Landlord's agents negligent act or intentional misconduct.

17.03. In addition to the foregoing indemnification, Tenant agrees that Tenant will, at its own cost and expense, maintain public liability insurance for the benefit of Landlord and Tenant, naming landlord as an additional insured, protecting them against any and all claims for injury and damage to persons or property or for the loss of life or property occurring on, or in about the Demised Premises, and arising out of the act, negligence, omission, nonfeasance or

malfeasance of Tenant, its employees, agents, contractors, customers, licensees and invitees. Such insurance shall be carried in a minimum amount of not less than One Million (\$1,000,000) Dollars in respect to bodily injury or death to any one person or Two Hundred Fifty Thousand (\$250,000) Dollars for property damage. All such insurance shall be effective under valid and enforceable policies and shall be issued by insurers of recognized responsibility authorized to do business in the State of Connecticut. Such policy shall contain a clause that the insurer will not cancel or change the insurance without first giving the Landlord ten (10) days' prior written notice. On or before the date Tenant becomes obligated to pay rent under this Lease, Tenant shall furnish Landlord with a certificate evidencing the aforesaid insurance coverage, and renewals shall be furnished to Landlord within ten (10) days of the expiration date of such policy for which a policy was to have been furnished.

#### **ARTICLE XVIII. DESTRUCTION OR DAMAGE**

18.01. If the Building or the Demised Premises shall be damaged or destroyed by fire or other casualty and this Lease shall not have been terminated as provided in Article 17.03, Landlord shall repair the damage and restore and rebuild the Building and/or the Demised Premises, at its expense, with reasonable dispatch after notice to it of the damage or destruction, provided that Landlord shall not be required to repair or replace any of Tenant's Property or any alterations or leasehold improvements made by Tenant, except for those items of Landlord's work.

18.02. If the Demised Premises shall be partially damaged or partially destroyed by fire or other casualty, the rents payable hereunder shall be abated to the extent that the Demised Premises shall have been rendered untenable and for the period from the date of such damage or destruction to the date the Premises (other than Tenant's alterations and leasehold improvements) are repaired or restored as determined by Landlord.

18.03. If the Demised Premises shall be substantially damaged, or destroyed by fire or other casualty, in such event as not directly or indirectly caused by Tenant, its invitees or licensees, then Tenant shall have the right to terminate this Lease by giving notice to Landlord within sixty (60) days after the date of the casualty. If the Building or the Demised Premises shall be substantially damaged or destroyed by fire or other casualty, then in either such case, Landlord may terminate this Lease by giving Tenant notice to such effect within ninety (90) days after the date of the casualty. Notices shall be given as in this Lease provided, and there upon the term of this Lease shall expire by lapse of time upon the 30th day after either notice is given and Tenant shall vacate the Demised Premises and surrender the same to Landlord. The Demised Premises and/or Building (whether or not the Demised Premises are damaged) shall be deemed substantially damaged or destroyed if Landlord is required to expend thirty (30) percent or more of the full replacement value of (i) the Building, or (ii) sixty (60) percent or more of the full replacement value of the Demised Premises immediately prior to such damage or destruction.

#### **ARTICLE XIX. EMINENT DOMAIN**

19.01. If the whole of the Building or any part of the Demised Premises shall be lawfully taken by condemnation or in any other manner for any public or quasi-public use or purpose, this Lease and the term and estate hereby granted shall forthwith terminate as of the date of vesting of title in such condemning authority (which date is hereinafter also referred to as the

date of taking), and the rents shall be prorated and adjusted as of such date.

19.02. If any substantial portion of the Building, not including any part of the Demised Premises, shall be taken by condemnation or in any other manner for any public or quasi-public use or purpose, then at the Landlord's sole option to be exercised within thirty (30) days after the effective date of such taking, this Lease shall terminate as of the date of taking and the rents shall be prorated and adjusted as of such date.

19.03 In the event of any taking, partial or whole, provided for in this Article, all of the proceeds of any award, judgment or settlement payable by the condemning authority shall be and remain the sole and exclusive property of the Landlord, and Tenant shall not be entitled to any portion of such award, judgment or settlement received by Landlord from such condemning authority. Tenant, however, may pursue its own claim against the condemning authority for any damage or award permitted under the laws of the State of Connecticut to be paid to the Tenant, provided such payment to Tenant will not diminish or reduce the award, judgment or settlement receivable by Landlord.

#### ARTICLE XX. SURRENDER

20.01. On the last day of the term of this Lease or any exercised extension or renewal hereof, or upon any earlier termination of this Lease, or upon any re-entry by Landlord upon the Demised Premises, Tenant shall quit and surrender the Demised Premises to Landlord in good order, condition and repair and broom clean, except for ordinary wear and tear and such damage or destruction as Landlord is required to repair or restore under this Lease, and Tenant shall remove all of Tenant's Property therefrom, except as otherwise expressly provided in this Lease.

20.02. Any holding over after the expiration of this term or any renewal term shall be construed to be a tenancy at will at two times the fixed rent and additional rents herein specified (prorated on a daily basis) and shall otherwise be on the terms herein specified so far as possible.

#### ARTICLE XXI. TENANT'S DEFAULT

21.01. This Lease and the term and estate hereby granted are subject to the limitation that whenever Tenant or any guarantor of Tenant's obligations under this Lease shall make an assignment for the benefit of creditors, or shall file a voluntary petition under any bankruptcy or insolvency law, or an involuntary petition under any bankruptcy or insolvency law shall be filed against Tenant or such guarantor, or in the event that a petition shall be filed by or against Tenant or such guarantor under the United States Bankruptcy Code under the provisions of any law or import, or whenever a permanent receiver of Tenant or such guarantor, or of, or for, the property of Tenant or such guarantor shall be appointed, then Landlord (a) if such event occurs without the acquiescence of Tenant or such guarantor as the case may be, at any time after the event continues for sixty (60) days, or (b) in any other case at any time after the occurrence of any such event, may give Tenant a notice of intention to end the term of this Lease at the expiration of fifteen (15) days from the date of service of such notice of intention, and upon the expiration of said fifteen (15) day period, this Lease and the term and estate hereby granted, whether or not the term shall theretofore have commenced, shall terminate with the same effect as if that day were the expiration date of this Lease, but Tenant shall remain liable for damages as provided in Section 21.04.

21.02. This Lease and the term and estate hereby granted are subject to the further limitations that:

(a) If Tenant shall default in the payment of any fixed rent or additional rent, and such default shall continue for ten (10) days; or

(b) If Tenant shall, whether by action or inaction, be in default of any of its obligations under this Lease (other than a default in the payment of fixed rent or additional rent) and such default shall continue and shall not be remedied by Tenant within fifteen (15) days after Landlord shall have given to Tenant a notice specifying the same, or in the case of a default which cannot with due diligence be cured within a period of ten (10) days, and if Tenant shall (i) within said fifteen (15) day period advise Landlord of Tenant's intention to take all steps necessary to remedy such default, (ii) duly commence within said fifteen (15) day period, and thereafter diligently prosecute to completion, all steps necessary to remedy the default, and (iii) complete such remedy within a reasonable time after the date of the said notice to Landlord; or

(c) If any event shall occur or any contingency shall arise whereby this Lease or the estate hereby granted or the unexpired balance of the term hereof would, by operation of law or otherwise, devolve upon or pass to any person, firm or corporation other than Tenant; or

(d) If Tenant shall vacate or abandon the Premises; then in any of said cases, Landlord may give to Tenant a notice of intention to end the term of this Lease at the expiration of ten (10) days from the date of the service of such notice of intention, and upon the expiration of said ten (10) days, this Lease and the term and estate hereby granted, whether or not the term shall theretofore have commenced, shall terminate with the same effect as if that day were the expiration date of this Lease, but Tenant shall remain liable for damages as provided in this Article XXI.

21.03. If Tenant shall default in the payment of any fixed rent or additional rent, and such default shall continue for ten (10) days, as aforesaid, or if Tenant shall otherwise be in default of this Lease as provided herein, Landlord or Landlord's agents and employees may, with or without terminating this Lease, immediately or at any time after such default re-enter the Demised Premises, or any part thereof, either by summary process proceedings or by any suitable action or proceeding at law, or by force or otherwise, without being liable for damages therefor, and may repossess the same, and may remove any person there from, to the end that Landlord may have, hold and enjoy the Demised Premises. The word "re-enter" as used herein is not restricted to its technical legal meaning. If this Lease is terminated under the provisions of this Article XXI, or if Landlord shall re-enter the Demised Premises under the provisions of this Article, or in the event of the termination of this Lease, or of re-entry by or under any summary process or other proceeding or action or any provision of law by reason of default hereunder on the part of Tenant, Tenant shall there upon pay to Landlord the fixed rent and additional rent payable up to the time of such re-entry or such termination of this Lease, or of such recovery of possession of the Demised Premises by Landlord, as the case may be, and shall also pay to Landlord as provided in Section 21.04. hereof.

21.04. Should this Lease at any time be terminated by any breach, in addition to any other remedies it may have, Landlord may recover from Tenant all damages Landlord may

incur by reason of such breach, including the cost of recovering the Demised Premises, reasonable attorney's fees and the worth, at the time of such termination, of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the Demised Premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Tenant to Landlord, subject, however, to Landlord's reasonable efforts to mitigate its damages. The rent which would be payable by Tenant thereunder subsequent to a default shall be the total of: (i) the fixed rent for each year of the unexpired term and (ii) the total amount of additional rents paid by Tenant hereunder for the most recently completed twelve (12) month period prior to the time of default multiplied by the number of years (including any partial years) remaining of the unexpired term of this Lease. Should Landlord elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Landlord may either terminate this Lease, or without so terminating, make such alterations and repairs as may be necessary in order to relet the Premises, and relet said Premises or any part thereof for such term or terms (which maybe for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Landlord in its discretion may deem advisable; upon each such reletting all rentals received by the Landlord from such reletting shall be applied firsts to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including but not limited to, brokerage fees, attorneys' fees and costs of alterations and repairs; third, to the payment of rent due and unpaid hereunder; and the residue, if any shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. If such rentals received from such reletting during any month are less than that to be paid during that month by Tenant hereunder, Tenant shall pay any deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No such re-entry or taking of possession of the Demised Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention is given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may, at any time thereafter, elect to terminate this Lease for such previous breach. In no event shall Tenant be entitled to receive any excess of such net rents over the sums payable by Tenant to Landlord hereunder, nor shall Tenant be entitled in any suit for the collection of damages pursuant to this subdivision to a credit in respect of any net rents from a reletting, except to the extent that such net rents are actually received by Landlord. Notwithstanding the foregoing, in any event of a Tenant default under this Lease, Landlord shall use reasonable efforts to mitigate its damages.

21.05. In case Landlord shall retain an attorney to enforce the provisions of this Lease, or if suit shall be brought for recovery of possession of the Demised Premises, for the recovery of rent or any other amount due under the provisions of this Lease, or because of the breach of any covenants herein contained on the part of Tenant to be kept or performed, if Landlord is successful in such action, Tenant shall pay to Landlord all expenses incurred therefor, including a reasonable attorney's fee.

21.06. The parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other on any matter or matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Demised Premises and/or claim of injury

or damage.

21.07. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future law or laws in the event of Tenant's being evicted or dispossessed for any cause, or in the event Landlord obtains possession of the Demised Premises by reason of the violation by Tenant of any of the covenants or conditions of this Lease or otherwise.

21.08. In the event that Tenant is in default of any provision of this Lease requiring the payment of monies, or in the event Landlord shall expend monies in the performance of Tenant's obligations under the terms of this Lease, then Tenant shall pay to Landlord as additional rent, interest at the rate set forth in Section 31.10 on the amount due Landlord hereunder.

21.09. Tenant shall not interpose any counterclaim of any kind, except for compulsory or mandatory counter claims, in any action or proceeding commenced by Landlord to recover possession of the Demised Premises.

21.10. In the event of a breach or threatened breach by Tenant of any of its obligations under this Lease, Landlord shall have the right of injunction. The special remedies to which Landlord may resort hereunder are cumulative and are not intended to be exclusive of any other remedies to which Landlord may lawfully be entitled at any time, and Landlord may invoke any remedy allowed at law or in equity as if specific remedies were not provided for herein.

21.11. Suit or suits for the recovery of such damages or any installments thereof may be brought by Landlord from time to time at its election, and nothing contained herein shall be deemed to require Landlord to postpone suit until the date when the term of this Lease would have expired if it had not been so terminated under the provisions of this Paragraph, or under any provision of law, or had Landlord not re-entered the Demised Premises. Nothing herein contained shall be construed to limit or preclude recovery by Landlord against Tenant of any sums or damages to which, in addition to the damages particularly provided above, Landlord may lawfully be entitled by reason of any default hereunder on the part of Tenant. Nothing herein contained shall be construed to limit or prejudice the right of Landlord to prove and obtain as damages by reason of the termination of this Lease or re-entry on the Demised Premises for the default of Tenant under this Lease, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, such damages are to be proved, whether or not such amount be greater than, equal to or less than any of the sums referred to in this Article, subject to Landlord's obligation to mitigate damages.

21.12. In addition, if this Lease is terminated under the provisions of this Paragraph, Tenant agrees that:

(a) The Demised Premises shall be in the same condition as that in, which Tenant has agreed to surrender the same to Landlord at the expiration of the term hereof; and

(b) Tenant shall have performed prior to any such termination any covenant of Tenant contained in this Lease for the making of any alteration or for restoring or rebuilding the Demised Premises or the Building, or any part thereof; and

(c) For the breach of any covenant of Tenant set forth above in this Article XXI, Landlord shall be entitled immediately, without notice or other action by Landlord, to recover, and Tenant shall pay, as and for liquidated damages therefor, the cost of performing such covenant (as estimated by an independent contractor selected by Landlord).



**ARTICLE XXII. WAIVERS AND ELIMINATION OF LIABILITY**

22.01. Landlord reserves the right to stop service of any of the heating, ventilating, air conditioning, electric, sanitary, elevator or any of the other services required by Tenant under this Lease, whenever and for so long as may be necessary, by reason of accidents, emergencies, strikes or the making of repairs or changes which Landlord is required by this Lease or by law to make or in good faith deems necessary, by reason of difficulty in securing proper supplies of fuel, steam, water, electricity, labor or supplies, or by reason of any other cause beyond Landlord's reasonable control.

22.02. Landlord shall have no liability to Tenant by reason of any inconvenience, annoyance, interruption or injury to Tenant's business arising from Landlord's making any repairs or changes which Landlord is required or permitted by this Lease, or required by law to make in or to any portion of the Building or the Demised Premises, or in or to the fixtures, equipment or appurtenances of the Building or the Demised Premises.

22.03. Without limiting the generality of any of the foregoing provisions of this Lease, Tenant waives any and all claims of any kind, nature or description against Landlord arising out of the failure of the Landlord from time to time to furnish any of the services required to be furnished by Landlord under this Lease, including specifically but without limitation, air conditioning, heat, electricity, elevator service and toilet facilities, unless such failure arises out of Landlord's negligence or intentional misconduct.

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

22.05. This Lease and the obligations of Tenant hereunder shall be in no way affected, impaired or excused because Landlord is unable to fulfill, or is delayed in fulfilling, any of its obligations under this Lease by reason of strike, other labor trouble, governmental preemption or priorities or other controls or shortages of fuel, supplies or labor resulting therefrom, or other like causes beyond Landlord's reasonable control.

22.06. Notwithstanding anything contained to the contrary set forth in this Article XXII, in no event shall Landlord's use, entrance, alterations, changes, installations, storage, repairs, replacements or maintenance of any services to the Demised Premises or the building unreasonably interfere with Tenant's use or operation of the Demised Premises. In addition, in the event any services to be provided to Tenant by Landlord under this Lease shall cease to be provided for any reason other than due to the negligence or willful misconduct of Tenant and shall continue for more than 4 business days and Landlord does not dispute such fact and is not working continuously and diligently to restore such services, then Tenant shall have the right to abate the rent due hereunder from the date the services ceased until such time the services have been restored.

**ARTICLE XXIII. NO OTHER IMPLIED WAIVERS OR MODIFICATIONS**

23.01. The failure of Landlord to insist in any one or more instances upon the strict performance of any one or more of the obligations of this Lease by Tenant or to exercise any election herein contained shall not be construed as a waiver or relinquishment for the future

of the performance of such one or more obligations of this Lease or of the right to exercise such election, but the same shall continue and remain in full force and effect with respect to any subsequent breach, act or omission. No agreement hereafter made between Landlord and Tenant shall be effective to change modify, waive, release, discharge, terminate or effect an abandonment of this Lease, in whole or in part unless such agreement is in writing, refers expressly to this Lease and is signed by the party against whom enforcement of the change, modification, waiver, release, discharge or termination or effectuation of this abandonment is sought. No agreement to accept a surrender of all or any part of the Demised Premises shall be valid unless in writing and signed by Landlord. The delivery of keys to an employee of Landlord or its agents shall not operate as a termination of this Lease or a surrender of the Demised Premises.

#### ARTICLE XXIV. CURING TENANT'S DEFAULTS, ADDITIONAL RENT

24.01. If Tenant shall default in the performance of any of Tenant's obligations under this Lease, Landlord, without thereby waiving such default, may (but shall not be obligated to) perform the same for the account and at the expense of Tenant, without notice, in a case of emergency, and in any other case only if such default continues after the expiration of (i) fifteen days from the date Landlord gives Tenant notice of intention so to do, or (ii) the applicable grace period provided pursuant to Article XX or elsewhere in this Lease for the cure of such default, whichever occurs later.

24.02. Bills for any expenses incurred by Landlord in connection with any such performance by it for the account of Tenant, and bills for all costs, expenses and disbursements of every kind and nature whatsoever, including reasonable attorneys' fees, involved in collection or endeavoring to collect the fixed rent or additional rent or any part hereof, or enforcing or endeavoring to enforce any rights against Tenant, under or in connection with this Lease or pursuant to law, including any such cost, expense and disbursement involved in instituting and prosecuting summary proceedings, as well as bills for any property, material, labor or services provided, furnished or rendered by Landlord to Tenant, may be rendered by Landlord to Tenant monthly or immediately, at Landlord's option, and shall be due and payable in accordance with the terms of such bills, as additional rent.

#### ARTICLE XXV. BROKER

25.01. Tenant covenants, warrants and represents that there was no Agent involved in this Lease except Werner & Company, Inc., property manager for the Landlord. Landlord agrees to be responsible for the agent's fees due Werner & Company, Inc. Tenant agrees to indemnify and hold harmless Landlord against and from any claims for any commissions and all costs, expenses and liabilities in connection therewith, including without limitation, attorneys' fees and expenses, arising out of any conversations or negotiations had by Tenant with any agent including Werner & Company, Inc.

#### ARTICLE XXVI. NOTICES

26.01. Any 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 by registered or certified mail, return receipt requested, postage prepaid, addressed to the other party at the address hereinafter set forth, or by facsimile transfer and, if by mail, shall be deemed to have been given, rendered or made on the day so mailed, unless mailed outside of the State of Connecticut, in which case it shall be deemed to have been given, rendered or made on the expiration of the normal period of time for delivery of mail from the post office of origin to the post office of destination. Notice given in any other manner shall be effective when received at the address of addressee. Either part may, by notice as aforesaid, designate different address or addresses for notices, statements, demand or other communications intended for it. The grace period for curing of defaults shall commence on the date of receipt of notice thereof from Landlord or Tenant, as the case may be.

26.02. Address of Tenant to which notices shall be sent:

KOLO, LLC  
241 Asylum Street, Sixth Floor  
Hartford, CT 06103  
Telephone: 860 547-0367  
Fax Number: 860 547-0598

26.03. Address of Landlord to which notices shall be sent:

Prestige Group Connecticut, Inc.  
c/o Werner & Company, Inc.  
241 Asylum Street, Sixth Floor  
Hartford, CT 06103  
Telephone: 860-547-0737  
Fax: 860-547-0425

**ARTICLE XXVII. ESTOPPEL CERTIFICATE, MEMORANDUM OF LEASE**

27.01. Each party agrees, at any time and from time to time, as requested by the other party and upon not less than ten (10) days prior notice, to execute and deliver to the other, a statement certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), certifying the dates to which the fixed rent and additional rent have been paid, and stating whether or not, to the best knowledge of the signer, the other is in default in performance of any of its obligations under this Lease, and if so, specifying each such default of which the signer may have knowledge, it being intended that any such statement delivered pursuant hereto may be relied upon by others with whom the party requesting such certificate may be dealing.

27.02. At the request of either party, Landlord and Tenant shall promptly execute, acknowledge and deliver a memorandum with respect to this Lease sufficient for recording in accordance with the statutes of the State of Connecticut. The parties further agree to execute a memorandum setting forth the actual starting date of this Lease. In no event shall this Lease be recorded, and if Tenant records this Lease in violation of the terms hereof, Landlord shall have the option to terminate this Lease upon notice to Tenant.

**ARTICLE XXVIII. REPRESENTATIONS AND AGREEMENTS**

28.01. Tenant expressly acknowledges and agrees that Landlord has not made and is not making, and Tenant, in executing and delivering this Lease, is not relying upon any warranties, representations, promises or statements, except to the extent that the same are expressly set forth in this Lease or in any other written agreement which may be made between the parties concurrently with the execution and delivery of this Lease and shall expressly refer to this Lease. This Lease and said other written agreements made concurrently herewith are hereinafter referred to as the lease documents. It is understood and agreed that all understandings and agreements heretofore had between the parties are merged in the lease documents, which alone fully and completely express their agreement and that the same are entered into after full investigation, neither party relying upon any statement or representation not embodied in the lease documents made by the other.

**ARTICLE XXIX. TRANSFER OF LANDLORD'S INTEREST AND LIMITATION OF OBLIGATION: LANDLORD DEFAULTS**

29.01. This Lease shall be binding upon the Tenant, its or his heirs, and successors and assigns. However, the obligations of Landlord under this Lease shall not be binding upon Landlord herein named with respect to any period subsequent to the transfer of its interest in the Building and/or Land as owner or lessee thereof, and in the event of such transfer, said obligations shall thereafter be binding upon each transferee of the interest of Landlord herein named as such owner or lessee of the Building, but only with respect to the period ending with a subsequent transfer within the meaning of this Article.

29.02. If Landlord shall be an individual, joint venture, and tenancy in common, co-partnership, limited partnership, unincorporated association, or other unincorporated aggregate of individuals and/or entities, or a corporation, Tenant shall look only to such Landlord's estate and property in the Building and/or Land (or the proceeds thereof) for the satisfaction of any of Tenant's remedies for the collection of a judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default by Landlord hereunder, and no other property or assets of such Landlord shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to this Lease, the relationship of Landlord and Tenant hereunder or Tenant's use or occupancy of the Demised Premises.

29.03. If Landlord shall default under any of its obligations hereunder, including, but not limited to, the failure to make any repairs to the building, the premises or the common areas, or the failure to provide services to the Tenant as required hereunder, Tenant shall have the right, upon fifteen (15) days written notice to Landlord, to cure such Landlord default and make such repairs or perform such obligations, including paying any service or utility provider directly. The expense of such repairs shall be reimbursed by Landlord to Tenant within fifteen (15) days after receipt by landlord of invoices for such repair or payment expenses. Tenants shall have the right to immediately cure any Landlord default hereunder, without prior notice to Landlord, where Tenant reasonably believes the immediate repair is necessary to prevent damage to the building or the Demised Premises or to prevent injuries to persons, and such repair expenses shall be reimbursed by Landlord as above.

29.04. In case Tenant shall retain an attorney to enforce the provisions of this Lease against Landlord or as a result of a breach by Landlord of any covenants herein contained on the part of Landlord to be kept or performed, if Tenant is successful in such action, Landlord shall pay to Tenant all expenses incurred therefor, including reasonable attorneys' fees.

**ARTICLE XXX. TENANT'S DISCHARGE OF MECHANICS LIENS**

30.01. Tenant shall pay all debts incurred to, and shall satisfy all liens of, contractors, subcontractors, mechanics laborers and material men with respect to construction, alteration and repair in and on the Premises and any improvements thereof incurred by Tenant and shall indemnify Landlord against all legal costs and charges, including counsel fees reasonably incurred, in any suit involving any liens, judgments or encumbrances caused or suffered by Tenant with respect to the Premises or any part thereof. Furthermore, Tenant shall have no authority to create any liens for labor or material on or against Landlord's interest in the Premises, and all persons contracting with Tenant for the destruction, removal, erection, installation, alteration or repair of any aspect of the Premises, including all material men, contractors, mechanics and laborers involved in such work, shall be notified by Tenant that they must look to Tenant and to Tenant's leasehold interest only to secure the payment of any bill or account for work done or material furnished during the rental period created by this Lease.

30.02. If any mechanic's, laborer's or material men's lien shall at any time be filed against the Premises or any part thereof, Tenant, within fifteen (15) days after notice of the filing thereof, will cause the same discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If Tenant shall fail to cause such lien to be discharged within the period aforesaid, then, in addition to any other right or remedy, Landlord may, but shall not be obligated to, discharge the same by either paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings, and in any such event, Landlord shall be entitled, if Landlord so elects, to compel the prosecution of an action for the foreclosure of such lien by the lien or and to pay the amount of the judgment in favor of the lien or with interest, costs and allowances. Any amount so paid by Landlord and all costs and expenses incurred by Landlord in connection therewith, together with interest thereon at the rate of interest under this Lease, and any other cost or expense shall constitute additional rent payable by Tenant under this Lease and shall be paid by Tenant to Landlord on demand, as additional rent.

**ARTICLE XXXI. CONSTRUCTION OF THE LEASE**

31.01. The various terms which are defined in this Article or other Articles of this Lease or are defined in Exhibits annexed hereto shall have the meanings specified in such Article or Articles and Exhibits for all purposes of this Lease and all agreements supplemental thereto, unless the context shall otherwise require.

31.02. The Article headings in this Lease and the Index prefixed to this lease are inserted only as a matter of convenience in reference and are not to be given any effect whatsoever in construing this Lease.

31.03. The rule of ejusdem generis shall not be applicable to limit a general statement following or referable or an enumeration of specific matters to matters similar to the matters specifically mentioned.

31.04. No receipt of money by Landlord after termination of this Lease, breach of this Lease, service of any notice or commencement of any suit shall reinstate, renew, continue or extend the term of this Lease or affect, waive or cure any such notice, breach or suit.

31.05. The expression "term of this Lease" shall mean the original term of this Lease and the period of the option to extend the term of this Lease, if any.

31.06. Whenever the context may require, any pronouns used herein shall refer to the corresponding masculine, feminine or neuter forms, and the singular form of any word shall mean the plural and vice versa.

31.07. If any provision or provisions of this Lease or the application thereof be invalid or unenforceable to any extent, the remainder of this Lease and the otherwise full application of such provision or provisions shall not be affected thereby and every provision shall be valid and enforceable to the fullest extent permitted by law.

31.08. This Lease shall be governed by and construed in all respects by and under the laws of the State of Connecticut.

31.09. Building managers and office personnel of the landlord are not authorized to execute this Lease or make any changes or modifications of the printed clauses hereof. The sole authorized person to execute this Lease is an authorized representative of the Landlord, whose name may be obtained from the Landlord or any president, vice president or general partner of the landlord, as the case maybe.

31.10. In the event Tenant shall fail or omit to pay any installment of fixed rent or additional rent within ten (10) days after the due date thereof, Tenant shall pay interest on such rent from the due date thereof through the date of payment at a rate of eighteen percent (18%) per annum.

#### **ARTICLE XXXII. WAIVER OF NOTICE**

32.01. The Tenant hereby waives demand and notice of every kind and description whatever (except notice of default and notice of nonpayment as provided in Article XXI of this lease), including any notice to quit under the statutes relating to summary process which, were it not for this waiver, might otherwise be necessary in obtaining possession of the Demised Premises.

#### **ARTICLE XXXIII. UNPERFORMED COVENANTS**

33.01 If, by reason of any default of the Tenant hereunder, the Landlord makes any expenditures or incurs any obligation for the payment of money, including attorney's fees, such sums paid or obligations incurred, with interest thereon at the rate equal to the lesser of eighteen percent (18%) per annum or the maximum rate permitted by law, shall be paid by the Tenant to the Landlord within ten (10) days after the Landlord's written demand.

#### **ARTICLE XXXIV. SECURITY DEPOSIT**

34.01 Intentionally Omitted

#### **ARTICLE XXXV. WAIVER OF PREJUDGMENT REMEDY**

35.01 The Tenant acknowledges that this lease is a commercial and not a consumer Transaction and waives any rights to notice of and hearing on the right of the Landlord to obtain or secure

a prejudgment remedy without court order under Chapter 903a of the Connecticut General Statutes or any other statute or statutes affecting prejudgment remedies.

**XXXVI. NOTICE OF LEASE**

36.01 This lease shall be recorded in the Hartford Land Records. Upon request of either party, the other party shall enter into a Notice of Lease, in record able form, satisfying the requirements of Section 47-09 of the Connecticut General Statutes, Rev. 1958, as amended.

**ARTICLE XXXVII. EXTENSION OPTIONS**

37.01. Tenant shall have the right to extend the term of this Lease for one year.

**EXHIBIT A**

The land consists of two (2) parcels, being bounded and described as follows:

FIRST PARCEL

NORTHERLY: By Asylum Street, twenty-three and twenty-nine one-hundredths (23.29) feet;  
EASTERLY: By the Second Parcel described below, seventy-nine and fifty-two one-hundredths (79.52) feet;  
SOUTHERLY: By land now or formerly of Dora M. Bailey, twenty-three and eighty-seven one-hundredths (23.87) feet; and  
WESTERLY: By land now or formerly of Anthony B. Cacase, et. AL., eight-two and twelve one-hundredths (82.12) feet.

SECOND PARCEL

NORTHERLY: By Asylum Street, twenty-eight and five one-hundredths (28.05) feet;  
EASTERLY: By land now or formerly of Florence Ruben stein, Trustee, seventy-six and forty-eight one-hundredths (76.48) feet;  
SOUTHERLY: By land now or formerly of Dora M. Bailey, twenty-seven and eighty-one one-hundredths (27.81) feet; and  
WESTERLY: By the First Parcel described above, seventy-nine and fifty-two one-hundredths (79.52) feet.



**EXHIBIT B**  
**THE CAST IRON BUILDING**  
**Rules and Regulations**

1. The sidewalks, entrances, passages, courts, elevators, vestibules, stairways, corridors and public parts of the building shall not be obstructed or encumbered by Tenant or used by Tenant for any purpose other than ingress and egress to and from the premises.
  
2. No awnings, air conditioning units or other projections shall be attached to the outside walls or window sills of the building or otherwise project from the building, without the prior written consent of Landlord.
  
3. No sign or lettering shall be affixed by Tenant on any part of the outside of the premises, or on any part of the inside of the premises so as to be clearly visible from the outside of the premises, without the prior written consent of Landlord. However, Tenant shall have the right to place its name on any door leading into the premises, the size, color and style thereof to be subject to Landlord's approval, which approval shall not be unreasonably withheld. Landlord shall place Tenant's name on the directory in the lobby of the building Tenant shall not have the right to have additional names placed on the directory without Landlord's prior written consent.
  
4. The windows in the premises shall not be covered or obstructed by Tenant, nor shall bottles, parcels or other articles be placed on the window sills or in the halls or in any other part of the building, nor shall any article be thrown out of the doors or windows of the premises.
  
5. Tenant shall not lay linoleum or other similar floor covering so that the same shall come in direct contact with the floor of the premises, and if linoleum or other similar floor covering is desired to be used, an interlining of builder's deadening felt shall be first fixed to the floor by a paste or other material that may easily be removed with water, the use of cement or other similar adhesive being expressly prohibited.
  
6. Tenant shall not make, or permit to be made, unseemly or disturbing noises or interfere with other tenants or those having business with them.
  
7. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by Tenant, and Tenant shall, upon the termination of this tenancy, deliver to Landlord all keys to any space within the building, either furnished to Tenant or otherwise in Tenant's possession, and in the event of the loss of any keys so furnished, Tenant shall not cause any keys to be duplicated but if Tenant desires additional keys, Landlord will furnish them on request at Tenant's cost.

8. The carrying in or out of freight, furniture or bulky matter of any description must take place during such hours as Landlord may from time to time reasonably determine. The installation and moving of such freight, furniture or bulky matter shall be made upon previous notice to the Landlord and the persons employed by Tenant for such work must be reasonably acceptable to Landlord. Tenant may, subject to the provisions of the immediately preceding sentence, move freight, furniture, bulky matter and other material into or out of the premises on Saturdays between the hours of 8:30 a.m. and 6:00 p.m. provided Tenant pays the additional costs, if any, incurred by Landlord for security guards and other expenses arising by reason of such move by Tenant and if, at least two (2) days prior to such move, Landlord requests that Tenant deposit with Landlord, as security for Tenant's obligation to pay such additional costs, a sum which Landlord reasonably estimates to be the amount of such additional costs, then Tenant shall deposit such sum with Landlord as security for such costs.

9. Landlord reserves the right to prescribe the weight and position of all safes and other heavy equipment so as to distribute properly the weight thereof and to prevent any unsafe condition from arising. Business machines and other equipment shall be placed and maintained by Tenant at Tenant's expense in settings sufficient in Landlord's reasonable judgment to absorb and prevent unreasonable vibration, noise and annoyance.

10. Tenant shall not put any covering of any type or nature upon the exterior of any skylights or windows in the demised premises. Landlord shall have the right to approve the coverings placed on skylights and windows on the interior of the premises, which approval shall not be unreasonably withheld or delayed.

11. Landlord shall not be responsible to Tenant for the non-observance or violation of any of these rules and regulations by any other tenants.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered In the By: Werner & Company, agent for Landlord,

Presence of: Prestige Group Connecticut, Inc.  
a Connecticut Corporation

*Althea Brown*

By: *Keith Werner*

Witnessed

Name: Keith Werner

Title: President

STATE OF CONNECTICUT ) ss.

COUNTY OF HARTFORD )

This instrument was acknowledged before me by Keith Werner, President of Werner & Company, a Connecticut Corporation, as his free act and deed.

\_\_\_\_\_  
Commissioner of the Superior Court

Signed, Sealed and Delivered in the

KOLO, LLC

Presence of:

*Althea Brown*

By: *Peter Dunn*

Witnessed

Name: Peter Dunn

Title: President

STATE OF CONNECTICUT ) ss.

COUNTY OF HARTFORD )

This instrument was acknowledged before me by Peter Dunn, President of KOLO, LLC, as his free act and deed.

\_\_\_\_\_  
Commissioner of the Superior Court

# EXHIBIT B

LEASE  
BETWEEN  
CAST IRON ASSOCIATES, LLC  
AND  
KOLO, LLC ET AL  
DECEMBER 31, 2012

C

LEASE DATED December 31, 2011 between Cast Iron Associates, LLC, having an office at 241 Asylum Street, Sixth Floor, Hartford, CT (hereinafter referred to as "Landlord") and Kolo, LLC et AL, having an office at 241 Asylum Street, Fifth Floor, Hartford, CT, (hereinafter referred to as "Tenant").

WITNESSETH:

**ARTICLE 1. DEMISED PREMISES, TERM, RENTS**

1.01 Landlord hereby leases to Tenant, and Tenant hereby hires from Landlord, space on the fifth floor of 241 Asylum Street, CT (the "Building") comprising two offices, one adjacent secretarial area and a storage closet in the basement. Said premises are further described on Exhibit Annexed hereto and made a part hereof, and are shown as the area outlined on Exhibit A-1 annexed hereto and made a part hereof, and are hereinafter called the "Premises" or Demised Premises", together with the non-exclusive right in common with the other tenants in the Building to the use of all the common areas and facilities of the Building, including, but not limited to, the elevators, entrances and exits, common corridors and hallways, common stairways, and all common lavatories in the Building including the right to use of the common lavatory on the floors nearest to the fifth floor. The Demised Premises comprise approximately of 10,279.50 rentable square feet.

1.02 The lease shall be for a term of five years (5) (Initial Term) commencing on January 1, 2012 (the "Commencement Date") and expiring on December 31, 2017 unless sooner terminated or extended as provided in this Lease.

1.03 During the Initial Term, the fixed minimum rent of this lease shall be payable by Tenant at the annual rate in advance in equal monthly installments on the first day of each month as follows:

<u>Lease Year</u>	<u>Cost Per Sq. Foot</u>	<u>Monthly</u>	<u>Annually</u>
01/01/2012 – 12/31/2012	\$ 9.85 SF	\$ 8,434.00	\$ 101,209.00
01/01/2013 – 12/31/2014	\$ 9.85 SF	\$ 8,434.00	\$ 101,209.00
01/01/2014 – 12/31/2015	\$ 9.85 SF	\$ 8,434.00	\$ 101,209.00
01/01/2015 – 12/31/2016	\$ 9.85 SF	\$ 8,434.00	\$ 101,209.00
01/01/2016 – 12/31/2017	\$ 9.85 SF	\$ 8,434.00	\$ 101,209.00

The monthly rental stipulated above shall be proportionately adjusted for occupancy of the Premises for less than a full calendar month at the commencement or the termination of this Lease. The first payment of fixed rent shall be due and payable on the Commencement Date. Rental shall be payable in advance on the first day of each and every month for and during the term of this Lease, at the office of Landlord at 241 Asylum Street, Sixth Floor, Hartford, Connecticut. All rent shall be payable without demand or setoff or abatement, except as specifically otherwise provided in this Lease.

Nothing in this paragraph shall be deemed to limit the amount of any claim, demand or cause of action of Landlord against Tenant under the provisions of this Lease.

**ARTICLE 2. USE**

2.01 Tenant shall use and occupy the Demised Premises only for purposes of a general office. Tenant covenants and agrees that it will not use the Demised Premises as a depository institution (which includes, but is not limited to, a savings bank, trust company, loan company, or finance company), or as a training school or other educational facility of any kind. Tenant shall not violate the rules and regulations set forth on Exhibit B annexed hereto.

**ARTICLE 3. CONSTRUCTION OF THE DEMISED PREMISES**

3.01 On or prior to the Commencement Date, Landlord shall have completed, at its sole cost and expense, the Landlord's Work set forth on Exhibit C annexed hereto. The Landlord's Work shall be constructed and completed in a good workmanlike manner and with good materials. Except for the Landlord's Work, Tenant shall accept the Demised Premises "as is" without any representation or warranty of any nature by or on behalf of Landlord.

3.02 If Landlord is unable to give possession of the Premises because of the holding-over or retention of possession by any tenant, subtenant or occupant, or for any other reason, Landlord shall not be subject to any liability for failure to give possession on the Commencement Date and the validity of this Lease shall not be impaired under such circumstances, nor shall the same be construed in any way to extend the term of this Lease, but the fixed rent and additional rent payable hereunder shall be abated (provided Tenant is not responsible for the inability to obtain possession) until Landlord has given notice to Tenant that the Premises are ready for occupancy. If Landlord shall give Tenant permission to enter into the possession of the Premises prior to the Commencement Date, such possession or occupancy shall be deemed to be upon all the terms, covenants, conditions and provisions of this Lease, including without limitation, the payment of

fixed rent and additional rent. Tenant shall have the right to terminate this Lease if the Premises are not delivered complete with Landlord's Work within 60 days of the Commencement Date.

#### ARTICLE 4. ADDITIONAL RENT, TAXES, OPERATING EXPENSE

4.01 As used in this Article 4,

(i) "Taxes" means all real estate taxes, assessments and other charges levied upon the Building and the Land which are based upon the assessed value of the Building and the Land and which are payable during each year, including all taxes, assessments or charges in respect of income, profit, revenue or rents payable by tenants of the Building provided such other tax, assessment or charge is levied as a substitution in whole or in part for taxes upon the Building and the Land;

(ii) "Insurance Premiums" means all insurance premiums paid by the Landlord during each lease. Year on polices from time to time maintained by the Landlord in respect of the Building and the Land including, without limitation, public liability insurance and insurance against loss or damage by fire, flood, windstorm, smoke damage and other risks as are from time to time included in a standard extended coverage endorsement;

(iii) "Tax Year" means the period commencing January 1, 2012 and ending December 31, 2017, and each period of twelve (12) consecutive calendar months thereafter;

(iv) "Escalation Amount" for a lease year means the excess of the total of the Taxes, Insurance Premiums, and all Base Operating Expenses for such lease year over the total of the Taxes, Insurance Premiums, and all Base Operating Expenses for the twelve (12) calendar months commencing January 1, 2012 and ending December 31, 2017.

(v) "Tenant's Proportionate Share" shall mean 40.4%, being 10,279.50. (the Gross Rentable Area of the Demised Premises) divided by 25,432, being the Gross Rentable Area of the Building, computed by measuring from the outside surface of the glass area (or masonry if there is no glass area) in the outer Building wall to the outside surface of the glass area (or masonry if there is no glass area) in the opposite outer Building wall but including public lobbies and stairs, the elevator shaft and pipe shafts but excluding storage areas located on the ground floor of the Building.

(a) The Tenant shall pay such additional rent to the Landlord within ten (10) days after receipt by the Tenant of a statement from the Landlord indicating that the Landlord has made any payment as to which the Landlord is entitled for reimbursement.

(b) With regard to the real estate taxes which are part of the Escalation Amount, Tenant agrees to pay to Landlord, as Additional Rent, its prorata share of all increases in "Real Estate Taxes" payable by Landlord to the City of Hartford upon the Building for any Tax Year, in excess of the real estate taxes assessed on the list for Calendar Year 2010 ("Excess Taxes"). In the event this Lease shall commence or terminate during any tax year, Tenant's share of the Excess Taxes shall be prorated for that portion of the tax year in which the term of this Lease shall be effective. Tenant agrees to pay such share of the Excess Taxes within fifteen (15) days after submission of a bill therefore from Landlord to Tenant. Real Estate Taxes, as used herein, shall mean and include present real estate taxes payable upon the Building and/or any tax substituted in lieu thereof or measured by rental income received by Landlord, excluding federal income taxes.

4.02. Tenant shall be responsible for and shall pay before delinquency all municipal, county and/or state taxes assessed during the original and any exercised extension term of this Lease against any personal property of any kind, owned by or placed in, upon or about the Demised Premises by or on behalf of Tenant.

4.03. With regard to the Operating Expenses which part of the Escalation Amount, Tenant agrees to pay to the Landlord, as additional rent, its prorata share of any increase in the total Operating Expenses for each Lease Year and any extension thereof, over "Base Operating Expenses" (as hereinafter defined). "Lease Year" shall mean a twelve month period commencing with the Commencement Date and terminating at the end of twelve (12) full calendar months thereafter. Landlord shall have the right to change the twelve (12) month period constituting A Lease Year by written notification to Tenant, provided that in no event shall there be a duplication of charges to Tenant under this Paragraph. "Base Operating Expenses" shall include but not be limited to mean, all costs and expenses Incurred by Landlord, including (i) labor and materials in connection with the operation, repair and maintenance of the building, (ii) amounts charged to the Landlord by

contractors for services, materials and supplies furnished in connection with the operation, repair and/or maintenance of any part of the Building or the heating, air conditioning, ventilating, plumbing, electrical, elevators and other systems of the Building, including the costs of lighting tubes, bulbs, lamps and ballast's supplied to tenants of the building; (iii) reasonable amounts payable to manage the Building, provided all such costs are similar to those charged for similar buildings in the City of Hartford; (iv) painting, refurbishing, re-carpeting or redecorating of any part of the common area of the Building; (v) utility charges, water charges, sewer rents and electricity; (vi) insurance premiums for All Risk Insurance and/or public liability insurance; and (vii) costs and expenses incurred in renting or purchasing and installing and maintaining any capital improvement made or added to the Building or any part thereof, which increases the efficiency of the operation, maintenance, safety or conveniences of the Building, which costs and expenses shall be amortized over the useful life of the improvement as determined in accordance with generally accepted accounting principles, and the amount so amortized annually by Landlord shall be included in Operating Expenses. Excluded from Operating Expenses shall be the cost of (i) any addition to the Building, (ii) alterations or refurbishing of space leased to other tenants of the Building, (iii) any salaries paid to individual partners of the Landlord, (iv) brokerage commissions and advertising expenses, (v) the cost of any item to the extent that it is reimbursed or reimbursable to Landlord by an insurance company or a tenant, (vi) depreciation, (vii) interest on and amortization of debt, and (viii) costs, fines or penalties for the violation by Landlord of any lease, agreement, law, rule, ordinance or regulation. "Base Operating Expenses" shall mean the Operating Expenses, as herein above defined, in the twelve (12) month period commencing January 1, 2012 and ending December 31, 2017, and adjusted at the expiration of the aforesaid calendar year as if the Building were fully occupied (fully occupied shall mean actual occupancy or occupancy of 90% of the rentable square footage of the Building, if less than 90% of the rentable square footage of the Building is occupied). Payments hereunder shall be made within fifteen (15) days of submission of a bill therefore by Landlord.

4.04. Landlord shall provide Tenant with Written verification of all Taxes, Insurances Premiums, Base Operating Expenses described in this Article IV concerning the Additional Rent, including but not limited to copies of original bills and invoices. In addition, Landlord shall provide Tenant with a disclosure of the Taxes, Insurance Premiums, and Base Operating Expenses in the 2010 Calendar Year.

#### **ARTICLE 5. SUBORDINATION, NOTICE TO MORTGAGEES**

5.01 This Lease shall be and hereby is subordinated to the lien of any mortgage which may now or hereafter affect the real property of which the Demised Premises form a part. If the Landlord or any such mortgagee requests written confirmation of such subordination, Tenant shall execute promptly any certificate or instrument of subordination that Landlord or such mortgagee may reasonably request. In the event Tenant fails, refuses or omits to execute and deliver any such certificate or instrument within ten (10) days after request therefore, Tenant shall be in default hereof, and Landlord may thereafter terminate and cancel this Lease upon written notice to Tenant. Tenant agrees to give to any mortgagee requesting, written notice of any act or omission of Landlord alleged by Tenant, and such mortgagee shall have a reasonable time after such notice to cure such act or omission (taking into account the nature of the alleged act or omission). The word "mortgagee" as used herein includes without limitation, mortgage, security interest, deeds of trust or similar instruments and all renewals, modifications, consolidations, extensions, replacements or substitutes thereof or thereto.

#### **ARTICLE 6. ASSIGNMENT; SUBLETTING; MORTGAGING; ETC.**

6.01 Tenant shall not assign this Lease in whole or in part or sublet all or any part of the Leased Premises, without obtaining the prior written consent of Landlord. If Tenant shall intend, at any time or times during the term of this Lease, to assign this Lease or to sublet all or any part of the Premises, Tenant shall give notice to Landlord of such intent not less than thirty (30) days prior to the effective date of any such assignment or sublease, which notice shall set forth the material terms and conditions of the assignment or sublease. If the Landlord shall give its consent to any assignment of this Lease or to any sublease, Tenant shall, in consideration therefore, pay to Landlord as additional rent: any rents, additional charges or other consideration accruing during the term of this Lease the sublease with respect to the Premises or the subleased space, payable under the Lease or the sublease to Tenant by the subtenant which is in excess of the fixed rent (or in excess of the rate per square foot payable by Tenant hereunder in the event of a sublease of less than all the Demised Premises) and additional rent pursuant to the terms hereof. The sums payable pursuant to the foregoing shall be paid to Landlord as



and when paid by the subtenant to Tenant in the case of a sublease, and/or at the time of Landlord's consent in the case of an assignment. In addition, Tenant shall pay to Landlord the reasonable costs and expenses, including without limitation, reasonable attorney's fees incurred by Landlord in connection with any such assignment or subletting. Any assignment or sublease made without Landlord's prior written consent shall be null and void at Landlord's option and shall be an event of default under this Lease entitling Landlord to all rights and remedies provided by law and by this Lease. The consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. If this Lease be assigned, or if the leased premises or any part thereof be sublet or occupied by anybody other than Tenant, Landlord may collect rent from the assignee subtenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, subtenant or occupant as tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. Notwithstanding any assignment or sublease, Tenant shall remain primarily liable on this Lease and shall not be released from performing any of the terms, covenants and conditions of this Lease, but Tenant and such assignee shall thereafter be jointly and severally liable for the full and faithful performance of the obligations of Tenant under this Lease. Notwithstanding the foregoing, in no event shall this Section 6.01 be applicable to any transfer, sale, hypothecation, pledge, sublease or assignment by Tenant.

#### **ARTICLE 7. COMPLIANCE WITH LAWS AND REQUIREMENTS OF PUBLIC AUTHORITIES**

**7.01** Tenant shall, at its expense, abate any nuisance caused by Tenant, its Licensees or Invitees, on the Demised Premises, and comply with all laws and requirements of public authorities which shall, with respect to the Demised Premises or the use and occupancy thereof by Tenant, its Licensees or Invitees, impose any violation, order or duty on Landlord or Tenant arising from (i) Tenant's use of the Demised Premises, (ii) the manner of conduct of Tenant's business or operation of its installation equipment or other property therein, (iii) any cause or condition created by the Tenant, or (iv) breach of any of Tenant's obligations hereunder.

**7.02** If any governmental license or permit other than a certificate of occupancy shall be required for the proper and lawful conduct of Tenant's business in the Demised Premises or any part thereof, Tenant shall secure such license or permit at its sole cost and expense, shall maintain the same throughout the term of this Lease or any renewals or extensions thereof, and shall submit the same for Landlord's reasonable inspection. Tenant shall at all times comply with the terms and conditions of each such license or permit. A revocation of such license or permit shall not cause an abatement or termination of Tenant's obligations under this Lease, but Tenant shall remain liable for the full and timely performance of the same.

#### **ARTICLE 8. FIRE INSURANCE COMPLIANCE - WAIVER OF SUBROGATION**

**8.01** Tenant shall not violate or permit the violation of any condition imposed by the fire insurance policies carried by Landlord with respect to the Building and shall not do, or permit anything to be done, or keep or permit anything to be kept in the Demised Premises which would subject Landlord to any liability or responsibility for personal injury or death or property damage, or which would increase the fire or other casualty insurance rate on the Building or the property therein over the rate which would otherwise then be in effect or which would result in insurance companies of good standing refusing to insure the Building or any of such property in amounts reasonably satisfactory to Landlord.

**8.02** Landlord and Tenant shall each secure an appropriate clause in, or an endorsement upon, each fire or extended coverage or rent insurance policy obtained by them and covering the Building, the Demised Premises or the personal property, fixtures and equipment located therein or thereon, pursuant to which the respective insurance companies waive subrogation or permit the insured, prior to any loss, to agree with a third party to waive any claim it might have against said third party. The waiver of subrogation or permission for waiver of any claim hereinbefore referred to shall extend to the agents of each party and its employees and, in the case of Tenant, shall also extend to all other persons and entities occupying or using the Demised Premises in accordance with the terms of this Lease.

Subject to the foregoing provisions of this Section 8.02 and insofar as may be permitted by the terms of the insurance policies carried by it, each party hereby releases the other with respect to any claim (including a claim for negligence) which it might otherwise have against the other party for loss, damage or destruction with respect to its property by fire or other casualty (including rental value or business interest, as the case may be) occurring during the term of this Lease.

**8.03** If, by reason of any failure of Tenant to comply with the provisions of Section 7.01 or Section 8.01, the rate of All Risk Insurance or fire insurance with extended coverage on the Building, equipment or other property of Landlord shall be higher than it otherwise would be, Tenant shall reimburse Landlord, on demand, for that part of the premiums for fire insurance and extended coverage paid by Landlord because of such failure on the part of Tenant.

#### ARTICLE 9. TENANT'S ALTERATIONS

9.01 Tenant shall not, without the prior written approval of Landlord, make any alterations or changes to the Demised Premises.

#### ARTICLE 10. TENANT'S PROPERTY

10.01 All fixtures, equipment, improvements and appurtenances attached to or built into the Demised Premises at the commencement of or during the term of this Lease, whether or not by or at the expense of Tenant, shall be and remain a part of the Demised Premises, shall be deemed the property of the Landlord and shall not be removed by Tenant, except as hereinafter in this Article expressly provided.

10.02 All movable partitions, other business and trade fixtures, machinery and equipment, communications equipment and office equipment, which are installed in the Demised Premises by or for the account of Tenant, without expense to Landlord, and can be removed without damage or adverse appearance to the Premises or to the Building and all furniture, furnishings and other articles of movable personal property owned by Tenant and located in the Demised Premises (all of which are sometimes called "Tenant's Property") shall be and shall remain the property of Tenant and may be removed by it at any time during the term of this Lease; provided that if any of Tenant's Property is removed, Tenant shall repair or pay the cost of repairing any damage or adverse appearance to the Demised Premises or to the Building resulting from such removal.

10.03 The Tenant shall at all times maintain fire insurance with extended coverage in an amount adequate to cover the cost of replacement of all alterations, decorations, additions or improvements in the event of fire or extended coverage loss. Tenant shall deliver to the Landlord certificates of such fire insurance policies which shall contain a clause requiring the insurer to give the Landlord ten (10) days notice of cancellation of such policies.

10.04 At or before the Expiration Date, or the date of any earlier termination of this Lease, or as promptly as practicable after such an earlier termination date, Tenant's Property, except such items thereof as Tenant shall have expressly agreed in writing with Landlord were to remain and to become the property of Landlord, shall be removed by Tenant, and Tenant shall repair any damage or adverse appearance to the Demised Premises or the Building resulting from such removal.

10.05 Any other items of Tenant's Property which shall remain in the Demised Premises after the Expiration Date or after a period of fifteen (15) days following an earlier termination date, may, at the option of the Landlord, be deemed to have been abandoned, and in such case either may be retained by Landlord as its property or may be disposed of, without accountability, in such manner as Landlord may see fit at Tenant's expense.

#### ARTICLE 11. REPAIRS AND MAINTENANCE

11.01 Tenant shall take good care of the Demised Premises and shall not commit waste therein. Tenant, at its expense, shall promptly make all repairs, in the Demised Premises, as shall be required by reason of (i) the installation, use or operation of Tenant's Property in the Demised Premises, (ii) the moving of Tenant's Property in and out of the Building, or (iii) the misuse, act or neglect of Tenant or any of its employees, agents or contractors.

11.02 Tenant shall not place a load upon any floor of the Demised Premises which exceeds the load per square foot which such floor was designed to carry and which is allowed by law.

11.03 Business machines and mechanical equipment belonging to Tenant which cause noise or vibration that may be transmitted to the structure of the Building or to the Demised Premises to such a degree as to be objectionable to Landlord shall be placed and maintained by the party owning the machines or equipment at such party's expense, in setting of cork, rubber or spring type vibration eliminators sufficient to eliminate noise or vibration. In the event of any violation, Tenant shall be obligated to make such repairs to the Demised Premises and Building resulting there from and to take all steps reasonably necessary to eliminate such noise or vibration.

#### ARTICLE 12. ELECTRICITY

12.01 Tenant shall furnish the electrical energy that Tenant shall require in the Demised Premises on a prorata basis to the total floor usage, 10,279.50 square feet, due and payable on monthly basis. Landlord shall, from time to time as required, replace all lighting tubes, bulbs, and ballast's for standard fixtures installed by Landlord, and other standard electrical fixtures and outlets in the Demised Premises which burn out, wear out or break. Tenant shall provide all lighting tubes and or bulbs for lighting fixtures deemed to be Tenants Property and Landlord shall replace all such other lighting tubes and bulbs when requested by Tenant.

12.02 Tenant's use of electric energy in the Demised Premises shall not at anytime exceed the capacity of any of the electrical conductors and equipment in or otherwise serving the Demised Premises. In order to insure that such capacity is not exceeded and to avert possible adverse effect upon the Building; electric service, Tenant shall not, without Landlord's prior written consent in each instance, connect appliances or equipment to the Building's electric distribution system or make any alteration or

addition to the electric system of the Demised Premises existing on the Commencement Date. Should Landlord grant such consent, all additional risers or other equipment required therefore shall be provided by Landlord and the cost thereof shall be paid by Tenant upon Landlord's demand. As a condition to granting such consent, Landlord may require Tenant to agree to an increase in the fixed rent to an amount which will reflect the cost of the additional service to be furnished by Landlord; that is, the potential additional electric energy to be made available to Tenant based upon the estimated additional capacity of such additional risers or other equipment. If Landlord and Tenant cannot agree thereon, such amount shall be determined by a reputable, independent electrical engineer to be selected mutually by Landlord and Tenant and paid equally by both parties. If an amount of increase is so determined by such engineer, the parties shall execute an agreement supplementary hereto to reflect such increase in the amount of fixed rent stated in this Lease effective from the date such additional service is made available to Tenant, but such increase shall be effective from such date even if such supplementary agreement is not executed.

#### **ARTICLE 13. HEAT, VENTILATING AND AIR CONDITIONING**

13.01 Landlord at its expense shall maintain and operate heating, ventilating and air conditioning systems and shall furnish heat, ventilating and air conditioning in the Demised Premises through the systems in conformity with and subject to the capacity of such systems. Such heating, ventilating and air conditioning shall be furnished during regular hours (that is, generally customary day time business hours, but not before 7:00a.m. or after 7:00 p.m.) of business days (which term is used herein to mean all days except Saturdays after 1:00 p.m., Sundays and days observed by the federal government as legal holidays) throughout the year. If Tenant shall require air conditioning service at any other time (hereinafter called "After Hours Service"), Landlord shall furnish such After Hours Service upon reasonable advance notice from Tenant and Tenant shall pay Landlord's then established charges therefore on Landlord's demand.

#### **ARTICLE 14. LANDLORD'S SERVICES**

14.01 Landlord, at its expense, shall provide elevator on which the Demised Premises are situated during "regular hours of business days" (as defined in Article 14.01 above) and shall have at least one passenger elevator subject to call at all other times.

14.02 Landlord agrees to keep and maintain the Building and the common are as in good condition and repair, including reasonable efforts to keep the sidewalk free of snow, debris and ice. Landlord shall keep and maintain and make all repairs to the Building, the common areas, the facilities of the Building, including all structural repairs to the demised premises and all repairs to all mechanical systems, elevators, pumps, heating, ventilation and air-conditioning system and all other utilities servicing the building and the Demised Premises.

#### **ARTICLE 15. ACCESS, CHANGES IN BUILDING FACILITIES**

15.01 Except for inside surfaces of the Demised Premises, any access to the lobby and to elevators, all of the Building, including exterior Building walls, core corridor walls and doors and any core corridor entrance, any terraces or roofs adjacent to the Demised Premises and any space in or adjacent to the Demised Premises, used for shafts, stacks, pipes, conduits, fan rooms, ducts, electric or other Facilities, sinks or other Building Facilities, and the use thereof, as well as access thereto through the Demised Premises for the purposes of operation, maintenance, decoration and repair, are reserved to Landlord.

15.02 Tenant shall permit Landlord to install, use and maintain pipes, duct and conduits within the demised walls, bearing columns and ceilings of the Demised Premises.

15.03 Landlord or Landlord's agent shall have the right to enter and/or pass through the Demised Premises or any part thereof, at reasonable times upon reasonable notice for the purpose of making such repairs or changes to the Building or its facilities as may be provided for by this Lease or as Landlord may be required to make by law or in order to repair and maintain the Building or its fixtures or facilities. Landlord shall be allowed to take all materials into and upon the Demised Premises that may be required for such repairs, changes, repainting or maintenance, without liability to Tenant, except for Landlord's negligence or intentional misconduct. Landlord shall have the right to enter in and/or pass through the Demised Premises, or any part thereof, at such times as such entry shall be required by circumstances of emergency affecting the Demised Premises or the Building.

15.04 Landlord reserves the right to make such changes in or to the Building and the fixtures and equipment thereof, as well as in or to the street entrances, halls, passages, elevators and stairways thereof, as it may deem necessary or desirable so long as it shall not materially adversely effect Tenant's business.

15.05 Notwithstanding anything set forth in this Article 15 to the contrary, in no event shall Landlord's access, use, entrance, alterations, changes, installations, storage, repairs, replacements or maintenance unreasonably interfere with Tenant's use or operation of the Demised Premises or materially and adversely affect Tenant's business.

**15.06** Tenant shall have access to the demised premises during regular hours (that is, generally customary business hours, but not before 7:00 a.m. or after 7:00 p.m.) of business days (which term is used herein to mean all days except Saturday after 1:00 p.m., Sundays and days observed by the federal government as legal holidays) throughout the year. If Tenant shall require access at any other time (hereinafter "After Hours Service"), Landlord shall furnish such After Hours Service upon reasonable advance notice in writing from Tenant.

#### **ARTICLE 16. NOTICE OF ACCIDENTS**

**16.01** Tenant shall give notice to Landlord promptly after Tenant learns thereof of (i) any accident in or about the Demised Premises for which Landlord might be liable; (ii) all fires in the Demised Premises; (iii) all damages to or defects in the Demised Premises, including the fixtures, equipment and appurtenances thereof for the repair of which Landlord might be responsible; and (iv) all damage to or defects in any parts or appurtenances of the Building's sanitary, electrical, heating, ventilating, air conditioning, elevator and other systems located in or passing through the Demised Premises or any part thereof.

#### **ARTICLE 17. INSURANCE, NON-LIABILITY AND INDEMNIFICATION**

**17.01** Landlord shall not be liable to Tenant for any injury or damage to Tenant or to any other person or for any damage to or loss (by theft or otherwise) of any property of Tenant or any other person, irrespective of the cause of such injury, damage or loss, unless caused by or due to the negligent act or intentional misconduct of the Landlord, its agents, servants or employees.

**17.02** Tenant shall indemnify and save harmless Landlord and its agents again stand from loss or damage Landlord may incur as a result of (i) any and all claims (a) arising from the conduct or management of the Demised Premises or of any business therein, or any work or thing whatsoever done, or any condition created by Tenant or its Licensees or Invitees in or about the Demised Premises during the term of this Lease or during any other period of time that Tenant may have been given access to the Demised Premises, or (b) arising from any negligent or otherwise wrongful act or omission of Tenant or any of its subtenants or licensees or its or their employees, agents or contractors; and (ii) all costs, expenses and liabilities incurred in or in connection with each such claim or action or proceeding brought thereon. In case any action or proceeding be brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord, shall resist and defend such action or proceeding. Landlord shall indemnify and save harmless Tenant and its agents and employees against and from loss or damage Tenant may incur as a result of Landlord's and Landlord's agents negligent act or intentional misconduct.

**17.03** In addition to the foregoing indemnification, Tenant agrees that Tenant will, at its own cost and expense, maintain public liability insurance for the benefit of Landlord and Tenant, naming Landlord as an additional insured, protecting them against any and all claims for injury and damage to persons or property or for the loss of life or property occurring on, or in about the Demised Premises, and arising out of the act, negligence, omission, nonfeasance or malfeasance of Tenant, its employees, agents, contractors, customers, licensees and invitees. Such insurance shall be carried in a minimum amount of not less than One Million (\$1,000,000) Dollars in respect to bodily injury or death to any one person or Five Hundred Thousand (\$500,000) Dollars for property damage. All such insurance shall be effective under valid and enforceable policies and shall be issued by insurers of recognized responsibility authorized to do business in the State of Connecticut. Such policy shall contain a clause that the insurer will not cancel or change the insurance without first giving the Landlord ten (10) days' prior written notice. On or before the date Tenant becomes obligated to pay rent under this Lease, Tenant shall furnish Landlord with a certificate evidencing the aforesaid insurance coverage, and renewals shall be furnished to Landlord within ten (10) days of the expiration date of such policy for which a policy was to have been furnished.

#### **ARTICLE 18. DESTRUCTION OR DAMAGE**

**18.01** If the Building or the Demised Premises shall be damaged or destroyed by fire or other casualty and this Lease shall not have been terminated as provided in Article 17.03, Landlord shall repair the damage and restore and rebuild the Building and/or the Demised Premises, at its expense, with reasonable dispatch after notice to it of the damage or destruction, provided that Landlord shall not be required to repair or replace any of Tenant's Property or any alterations or leasehold improvements made by Tenant, except for those items of Landlord's work.

**18.02** If the Demised Premises shall be partially damaged or partially destroyed by fire or other casualty, the rents payable hereunder shall be abated to the extent that the Demised Premises shall have been rendered untreatable and for the period from the date of such damage or destruction to the date the Premises (other than Tenant's alterations and leasehold improvements) are repaired or restored as determined by Landlord.

**18.03** If the Demised Premises shall be substantially damaged, or destroyed by fire or other casualty, in such event as not directly or indirectly caused by Tenant, its invitees or licensees, then Tenant shall have the right to terminate this Lease by giving notice to Landlord within sixty (60) days after

the date of the casualty. If the Building or the Demised Premises shall be substantially damaged or destroyed by fire or other casualty, then in either such case, Landlord may terminate this Lease by giving Tenant notice to such effect within ninety (90) days after the date of the casualty. Notices shall be given as in this Lease provided, and there upon the term of this Lease shall expire by lapse of time upon the 30th day after either notice is given and Tenant shall vacate the Demised Premises and surrender the same to Landlord. The Demised Premises and/or Building (whether or not the Demised Premises are damaged) shall be deemed substantially damaged or destroyed if Landlord is required to expend thirty (30) percent or more of the full replacement value of (i) the Building, or (ii) sixty (60) percent or more of the full replacement value of the Demised Premises immediately prior to such damage or destruction.

#### ARTICLE 19. EMINENT DOMAIN

19.01 If the whole of the Building or any part of the Demised Premises shall be lawfully taken by condemnation or in any other manner for any public or quasi-public use or purpose, this Lease and the term and estate hereby granted shall forthwith terminate as of the date of vesting of title in such condemning authority (which date is hereinafter also referred to as the date of taking), and the rents shall be prorated and adjusted as of such date.

19.02 If any substantial portion of the Building, not including any part of the Demised Premises, shall be taken by condemnation or in any other manner for any public or quasi-public use or purpose, then at the Landlord's sole option to be exercised within thirty (30) days after the effective date of such taking, this Lease shall terminate as of the date of taking and the rents shall be prorated and adjusted as of such date.

19.03 In the event of any taking, partial or whole, provided for in this Article, all of the proceeds of any award, judgment or settlement payable by the condemning authority shall be and remain the sole and exclusive property of the Landlord, and Tenant shall not be entitled to any portion of such award, judgment or settlement received by Landlord from such condemning authority. Tenant, however, may pursue its own claim against the condemning authority for any damage or award permitted under the laws of the State of Connecticut to be paid to the Tenant, provided such payment to Tenant will not diminish or reduce the award, judgment or settlement receivable by Landlord.

#### ARTICLE 20. SURRENDER

20.01 On the last day of the term of this Lease or any exercised extension or renewal hereof, or upon any earlier termination of this Lease, or upon any re-entry by Landlord upon the Demised Premises, Tenant shall quit and surrender the Demised Premises to Landlord in good order, condition and repair and broom clean, except for ordinary wear and tear and such damage or destruction as Landlord is required to repair or restore under this Lease, and Tenants shall remove all of Tenant's Property there from, except as otherwise expressly provided in this Lease.

20.02 Any holding over after the expiration of this term or any renewal term shall be construed to be a tenancy at will at two times the fixed rent and additional rents herein specified (prorated on a daily basis) and shall otherwise be on the terms herein specified so far as possible.

#### ARTICLE 21. TENANT'S DEFAULT

21.01 This Lease and the term and estate hereby granted are subject to the limitation that whenever Tenant or any guarantor of Tenant's obligations under this Lease shall make an assignment for the benefit of creditors, or shall file a voluntary petition under any bankruptcy or insolvency law, or an involuntary petition under any bankruptcy or insolvency law shall be filed against Tenant or such guarantor, or in the event that a petition shall be filed by or against Tenant or such guarantor under the United States Bankruptcy Code under the provisions of any law or import, or whenever a permanent receiver of Tenant or such guarantor, or of, or for, the property of Tenant or such guarantor shall be appointed, then Landlord (a) if such event occurs without the acquiescence of Tenant or such guarantor as the case may be, at any time after the event continues for sixty (60) days, or (b) in any other case at any time after the occurrence of any such event, may give Tenant a notice of intention to end the term of this Lease at the expiration of fifteen (15) days from the date of service of such notice of intention, and upon the expiration of said fifteen (15) day period, this Lease and the term and estate hereby granted, whether or not the term shall theretofore have commenced, shall terminate with the same effect as if that day were the expiration date of this Lease, but Tenant shall remain liable for damages as provided in Section 21.04.

21.02 This Lease and the term and estate hereby granted are subject to the further limitations that:

(a) If Tenant shall default in the payment of any fixed rent or additional rent, and such default shall continue for ten (10) days; or

(b) If Tenant shall, whether by action or inaction, be in default of any of its obligations under this Lease (other than a default in the payment of fixed rent or additional rent) and such default shall continue and shall not be remedied by Tenant within fifteen (15) days after

Landlord shall have given to Tenant a notice specifying the same, or in the case of a default which cannot with due diligence be cured within a period of ten (10) days, and if Tenant shall (i) within said fifteen (15) day period advise Landlord of Tenant's intention to take all steps necessary to remedy such default, (ii) duly commence within said fifteen (15) day period, and thereafter diligently prosecute to completion, all steps necessary to remedy the default, and (iii) complete such remedy within a reasonable time after the date of the said notice to Landlord; or

(c) If any event shall occur or any contingency shall arise whereby this Lease or the estate hereby granted or the unexpired balance of the term hereof would, by operation of law or otherwise, devolve upon or pass to any person, firm or corporation other than Tenant; or

(d) Tenant shall vacate or abandon the Premises; then in any of said cases, Landlord may give to Tenant a notice of intention to end the term of this Lease at the expiration of ten (10) days from the date of the service of such notice of intention, and upon the expiration of said ten (10) days, this Lease and the term and estate hereby granted, whether or not the term shall theretofore have commenced, shall terminate with the same effect as if that day were the expiration date of this Lease, but Tenant shall remain liable for damages as provided in this Article 21.

**21.03** If Tenant shall default in the payment of any fixed rent or additional rent, and such default shall continue for ten (10) days, as aforesaid, or if Tenant shall otherwise be in default of this Lease as provided herein, Landlord or Landlord's agents and employees may, with or without terminating this Lease, immediately or at any time after such default re-enter the Demised Premises, or any part thereof, either by summary process proceedings or by any suitable action or proceeding at law, or by force or otherwise, without being liable for damages therefore, and may repossess the same, and may remove any person there from, to the end that Landlord may have, hold and enjoy the Demised Premises. The word "re-enter" as used herein is not restricted to its technical legal meaning. If this Lease is terminated under the provisions of this Article 21, or if Landlord shall re-enter the Demised Premises under the provisions of this Article, or in the event of the termination of this Lease, or of re-entry by or under any summary process or other proceeding or action or any provision of law by reason of default hereunder on the part of Tenant, Tenant shall there upon pay to Landlord the fixed rent and additional rent payable up to the time of such re-entry or such termination of this Lease, or of such recovery of possession of the Demised Premises by Landlord, as the case may be, and shall also pay to Landlord as provided in Section 21.04 hereof.

**21.04** Should this Lease at any time be terminated by any breach, in addition to any other remedies it may have, Landlord may recover from Tenant all damages Landlord may incur by reason of such breach, including the cost of recovering the Demised Premises, reasonable attorney's fees and the worth, at the time of such termination, of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the Demised Premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Tenant to Landlord, subject, however, to Landlord's reasonable efforts to mitigate its damages. The rent which would be payable by Tenant there under subsequent to a default shall be the total of: (i) the fixed rent for each year of the unexpired term and (ii) the total amount of additional rents paid by Tenant hereunder for the most recently completed twelve (12) month period prior to the time of default multiplied by the number of years (including any partial years) remaining of the unexpired term of this Lease. Should Landlord elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Landlord may either terminate this Lease, or without so terminating, make such alterations and repairs as may be necessary in order to relate the Premises, and relate said Premises or any part thereof for such term or terms (which maybe for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Landlord in its discretion may deem advisable; upon each such reletting all rentals received by the Landlord from such reletting shall be applied firsts to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including but not limited to, brokerage fees, attorneys' fees and costs of alterations and repairs; third, to the payment of rent due and unpaid hereunder; and the residue, if any shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. If such rentals received from such reletting during any month are less than that to be paid during that month by Tenant hereunder, Tenant shall pay any deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No such re-entry or taking of possession of the Demised Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention is given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination. Landlord may, at any time thereafter, elect to terminate this Lease for such previous breach. In no event shall Tenant be entitled to receive any excess of such net rents over the sums payable by Tenant to Landlord hereunder, nor shall Tenant be entitled in any suit for the collection of damages pursuant to this subdivision to a credit in respect of any net rents from a reletting, except to the extent that such net rents are actually

received by Landlord. Notwithstanding the foregoing, in any event of a Tenant default under this Lease, Landlord shall use reasonable efforts to mitigate its damages.

21.05 In case Landlord shall retain an attorney to enforce the provisions of this Lease, or if suit shall be brought for recovery of possession of the Demised Premises, for the recovery of rent or any other amount due under the provisions of this Lease, or because of the breach of any covenants herein contained on the part of Tenant to be kept or performed, if Landlord is successful in such action, Tenant shall pay to Landlord all expenses incurred therefore, including a reasonable attorney's fee.

21.06 The parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other on any matter or matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Demised Premises and/or claim of injury or damage.

21.07 Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future law or laws in the event of Tenant's being evicted or dispossessed for any cause, or in the event Landlord obtains possession of the Demised Premises by reason of the violation by Tenant of any of the covenants or conditions of this Lease or otherwise.

21.08 In the event that Tenant is in default of any provision of this Lease requiring the payment of monies, or in the event Landlord shall expend monies in the performance of Tenant's obligations under the terms of this Lease, then Tenant shall pay to Landlord as additional rent, interest at the rate set forth in Section 31.10 on the amount due Landlord hereunder.

21.09 Tenant shall not interpose any counterclaim of any kind, except for compulsory or mandatory counter claims, in any action or proceeding commenced by Landlord to recover possession of the Demised Premises.

21.10 In the event of a breach or threatened breach by Tenant of any of its obligations under this Lease, Landlord shall have the right of injunction. The special remedies to which Landlord may resort hereunder are cumulative and are not intended to be exclusive of any other remedies to which Landlord may lawfully be entitled at any time, and Landlord may invoke any remedy allowed at law or in equity as if specific remedies were not provided for herein.

21.11 Suit or suits for the recovery of such damages or any installments thereof may be brought by Landlord from time to time at its election, and nothing contained herein shall be deemed to require Landlord to postpone suit until the date when the term of this Lease would have expired if it had not been so terminated under the provisions of this Paragraph, or under any provision of law, or had Landlord not re-entered the Demised Premises. Nothing herein contained shall be construed to limit or preclude recovery by Landlord against Tenant of any sums or damages to which, in addition to the damages particularly provided above, Landlord may lawfully be entitled by reason of any default hereunder on the part of Tenant. Nothing herein contained shall be construed to limit or prejudice the right of Landlord to prove and obtain as damages by reason of the termination of this Lease or re-entry on the Demised Premises for the default of Tenant under this Lease, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, such damages are to be proved, whether or not such amount be greater than, equal to or less than any of the sums referred to in this Article, subject to Landlord's obligation to mitigate damages.

21.12 In addition, if this Lease is terminated under the provisions of this Paragraph, Tenant agrees that:

(a) The Demised Premises shall be in the same condition as that in which Tenant has agreed to surrender the same to Landlord at the expiration of the term hereof; and

(b) Tenant shall have performed prior to any such termination any covenant of Tenant contained in this Lease for the making of any alteration or for restoring or rebuilding the Demised Premises or the Building, or any part thereof; and

(c) For the breach of any covenant of Tenant set forth above in this Article 21 Landlord shall be entitled immediately, without notice or other action by Landlord, to recover, and Tenant shall pay, as and for liquidated damages therefore, the cost of performing such covenant (as estimated by an independent contractor selected by Landlord).

#### ARTICLE 22. WAIVERS AND ELIMINATION OF LIABILITY

22.01 Landlord reserves the right to stop service of any of the heating, ventilating, air conditioning, electric, sanitary, elevator or any of the other services required by Tenant under this Lease, whenever and for so long as may be necessary, by reason of accidents, emergencies, strikes or the making of repairs or changes which Landlord is required by this Lease or by law to make or in good faith deems necessary, by reason of difficulty in securing proper supplies of fuel, steam, water, electricity, labor or supplies, or by reason of any other cause beyond Landlord's reasonable control.

22.02 Landlord shall have no liability to Tenant by reason of any inconvenience, Annoyance, interruption or injury to Tenant's business arising from Landlord's making any repairs or changes which

Landlord is required or permitted by this Lease, or required by law to make in or to any portion of the Building or the Demised Premises, or in or to the fixtures, equipment or appurtenances of the Building or the Demised Premises.

**22.03** Without limiting the generality of any of the foregoing provisions of this Lease, Tenant waives any and all claims of any kind, nature or description against Landlord arising out of the failure of the Landlord from time to time to furnish any of the services required to be furnished by Landlord under this Lease, including specifically but without limitation, air conditioning, heat, electricity, elevator service and toilet facilities, unless such failure arises out of Landlord's negligence or intentional misconduct.

**22.04** If Tenant is in arrears in payment of fixed rent or additional rent hereunder, Tenant waives Tenant's right, if any, to designate the items against which any payments made by Tenant are to be credited, and Tenant agrees that Landlord may apply any payments made by Tenant to any items it sees fit, irrespective of and notwithstanding any designation or request by Tenant as to the items against which any such payments shall be credited.

**22.05** This Lease and the obligations of Tenant hereunder shall be in no way affected, impaired or excused because Landlord is unable to fulfill, or is delayed in fulfilling, any of its obligations under this Lease by reason of strike, other labor trouble, governmental preemption or priorities or other controls or shortages of fuel, supplies or labor resulting there from, or other like causes beyond Landlord's reasonable control.

**22.06** Notwithstanding anything contained to the contrary set forth in this Article 22, in no event shall Landlord's use, entrance, alterations, changes, installations, storage, repairs, replacements or maintenance of any services to the Demised Premises or the building unreasonably interfere with Tenant's use or operation of the Demised Premises.

#### **ARTICLE 23. NO OTHER IMPLIED WAIVERS OR MODIFICATIONS**

**23.01** The failure of Landlord to insist in any one or more instances upon the strict performance of any one or more of the obligations of this Lease by Tenant or to exercise any election herein contained shall not be construed as a waiver or relinquishment for the future of the performance of such one or more obligations of this Lease or of the right to exercise such election, but the same shall continue and remain in full force and effect with respect to any subsequent breach, act or omission. No agreement hereafter made between Landlord and Tenant shall be effective to change, modify, waive, release, discharge, terminate or effect an abandonment of this Lease, in whole or in part unless such agreement is in writing, refers expressly to this Lease and is signed by the party against whom enforcement of the change, modification, waiver, release, discharge or termination or effectuation of this abandonment is sought. No agreements to accept a surrender of all or any part of the Demised Premises shall be valid unless in writing and signed by Landlord. The delivery of keys to an employee of Landlord or its agents shall not operate as a termination of this Lease or a surrender of the Demised Premises.

#### **ARTICLE 24. CURING TENANT'S DEFAULTS, ADDITIONAL RENT**

**24.01** If Tenant shall default in the performance of any of Tenant's obligations under this Lease, Landlord, without thereby waiving such default, may (but shall not be obligated to) perform the same for the account and at the expense of Tenant, without notice, in a case of emergency, and in any other case only if such default continues after the expiration of (i) fifteen days from the date Landlord gives Tenant notice of intention so to do, or (ii) the applicable grace period provided pursuant to Article 20 or elsewhere in this Lease for the cure of such default, whichever occurs later.

Bills for any expenses incurred by Landlord in connection with any such performance by it for the account of Tenant, and bills for all costs, expenses and disbursements of every kind and nature whatsoever, including reasonable attorneys' fees, involved in collection or endeavoring to collect the fixed rent or additional rent or any part hereof, or enforcing or endeavoring to enforce any rights against Tenant, under or in connection with this Lease or pursuant to law, including any such cost, expense and disbursement involved in instituting and prosecuting summary proceedings, as well as bills for any property, material, labor or services provided, furnished or rendered by Landlord to Tenant, may be rendered by Landlord to Tenant monthly or immediately, at Landlord's option, and shall be due and payable in accordance with the terms of such bills, as additional rent.

#### **ARTICLE 25. BROKER**

**25.01** Tenant covenants, warrants and represents that there was no Agent involved in this Lease except Werner & Company, Inc., property manager for the Landlord. Landlord agrees to be responsible for the agent's fees due Werner & Company, Inc. Tenant agrees to indemnify and hold harmless Landlord against and from any claims for any commissions and all costs, expenses and liabilities in connection therewith, including without limitation, attorneys' fees and expenses, arising out of any conversations or negotiations had by Tenant with any agent including Werner & Company, Inc.



#### ARTICLE 26. NOTICES

**26.01** Any 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 by registered or certified mail, return receipt requested, postage prepaid, addressed to the other party at the address hereinafter set forth, or by facsimile transfer and, if by mail, shall be deemed to have been given, rendered or made on the day so mailed, unless mailed outside of the State of Connecticut, in which case it shall be deemed to have been given, rendered or made on the expiration of the normal period of time for delivery of mail from the post office of origin to the post office of destination. Notice given in any other manner shall be effective when received at the address of addressee. Either party may, by notice as aforesaid, designate different address or addresses for notices, statements, demand or other communications intended for it. The grace period for curing of defaults shall commence on the date of receipt of notice thereof from Landlord or Tenant, as the case may be.

**26.02** Address of Tenant to which notices shall be sent:

Kolo, LLC et Al  
241 Asylum Street  
Hartford, CT 06103  
Telephone: 860-547-0367

**26.03** Address of Landlord to which notices shall be sent:

Cast Iron Associates, LLC  
c/o Werner & Company  
241 Asylum Street, Sixth Floor  
Hartford, CT 06103  
Telephone: 860-547-0737  
Fax: 860-547-0425

#### ARTICLE 27. ESTOPPEL CERTIFICATE, MEMORANDUM OF LEASE

**27.01** Each party agrees, at any time and from time to time, as requested by the other party and upon not less than ten (10) days prior notice, to execute and deliver to the other, a statement certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), certifying the dates to which the fixed rent and additional rent have been paid, and stating whether or not, to the best knowledge of the signer, the other is in default in performance of any of its obligations under this Lease, and if so, specifying each such default of which the signer may have knowledge, it being intended that any such statement delivered pursuant hereto may be relied upon by others with whom the party requesting such certificate may be dealing.

**27.02** At the request of either party, Landlord and Tenant shall promptly execute, acknowledge and deliver a memorandum with respect to this Lease sufficient for recording in accordance with the statutes of the State of Connecticut. The parties further agree to execute a memorandum setting forth the actual starting date of this Lease. In no event shall this Lease be recorded, and if Tenant records this Lease in violation of the terms hereof, Landlord shall have the option to terminate this Lease upon notice to Tenant.

#### ARTICLE 28. REPRESENTATIONS AND AGREEMENTS

**28.01** Tenant expressly acknowledges and agrees that Landlord has not made and is not making, and Tenant, in executing and delivering this Lease, is not relying upon any warranties, representations, promises or statements, except to the extent that the same are expressly set forth in this Lease or in any other written agreement which may be made between the parties concurrently with the execution and delivery of this Lease and shall expressly refer to this Lease. This Lease and said other written agreements made concurrently herewith are hereinafter referred to as the lease documents. It is understood and agreed that all understanding and agreements heretofore had between the parties are merged in the lease documents, which alone fully and completely express their agreement and that the same are entered into after full investigation, neither party relying upon any statement or representation not embodied in the lease documents made by the other.

#### ARTICLE 29. TRANSFER OF LANDLORD'S INTEREST AND LIMITATION OF OBLIGATION; LANDLORD DEFAULTS

**29.01** This Lease shall be binding upon the Tenant, its or his heirs, successors and assigns. However, the obligations of Landlord under this Lease shall not be binding upon Landlord herein named with respect to any period subsequent to the transfer of its interest in the Building and/or Land as owner or lessee thereof, and in the event of such transfer, said obligations shall thereafter be binding upon each

transferee of the interest of Landlord herein named as such owner or lessee of the Building, but only with respect to the period ending with a subsequent transfer within the meaning of this Article.

**29.02** If Landlord shall be an individual, joint venture, tenancy in common, co-partnership, limited partnership, unincorporated association, or other unincorporated aggregate of individuals and/or entities, or a corporation, Tenant shall look only to such Landlord's estate and property in the Building and/or Land (or the proceeds thereof) for the satisfaction of any of Tenant's remedies for the collection of a judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default by Landlord hereunder, and no other property or assets of such Landlord shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to this Lease, the relationship of Landlord and Tenant hereunder or Tenant's use or occupancy of the Demised Premises.

**29.03** If Landlord shall default under any of its obligations hereunder, including, but not limited to, the failure to make any repairs to the building, the premises or the common areas, or the failure to provide services to the Tenant as required hereunder, Tenant shall have the right, upon fifteen (15) days written notice to Landlord, to cure such Landlord default and make such repairs or perform such obligations, including paying any service or utility provider directly. The expense of such repairs shall be reimbursed by Landlord to Tenant within fifteen (15) days after receipt by Landlord of invoices for such repair or payment expenses. Tenants shall have the right to immediately cure any Landlord default hereunder, without prior notice to Landlord, where Tenant reasonably believes the immediate repair is necessary to prevent damage to the building or the Demised Premises or to prevent injuries to persons, and such repair expenses shall be reimbursed by Landlord as above.

**29.04** In case Tenant shall retain an attorney to enforce the provisions of this Lease against Landlord or as a result of a breach by Landlord of any covenants herein contained on the part of Landlord to be kept or performed, if Tenant is successful in such action, Landlord shall pay to Tenant all expenses incurred therefore, including reasonable attorneys' fees.

#### **ARTICLE 30. TENANT'S DISCHARGE OF MECHANICS LIENS**

**30.01** Tenant shall pay all debts incurred to, and shall satisfy all liens of, contractors, subcontractors, mechanics laborers and material men with respect to construction, alteration and repair in and on the Premises and any Improvements thereof incurred by Tenant and shall indemnify Landlord against all legal costs and charges, including counsel fees reasonably incurred, in any suit involving any liens, judgments or encumbrances caused or suffered by Tenant with respect to the Premises or any part thereof. Furthermore, Tenant shall have no authority to create any liens for labor or material on or against Landlord's interest in the Premises, and all persons contracting with Tenant for the destruction, removal, erection, installation, alteration or repair of any aspect of the Premises, including all material men, contractors, mechanics and laborers involved in such work, shall be notified by Tenant that they must look to Tenant and to Tenant's leasehold interest only to secure the payment of any bill or account for work done or material furnished during the rental period created by this Lease.

**30.02** If any mechanic's, laborer's or material men's lien shall at any time be filed against the Premises or any part thereof, Tenant, within fifteen (15) days after notice of the filing thereof, will cause the same discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If Tenant shall fail to cause such lien to be discharged within the period aforesaid, then, in addition to any other right or remedy, Landlord may, but shall not be obligated to, discharge the same by either paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings, and in any such event, Landlord shall be entitled, if Landlord so elects, to compel the prosecution of an action for the foreclosure of such lien by the lien or and to pay the amount of the judgment in favor of the lie nor with interest, costs and allowances. Any amount so paid by Landlord and all costs and expenses incurred by Landlord in connection therewith, together with interest thereon at the rate of interest under this Lease, and any other cost or expense shall constitute additional rent payable by Tenant under this Lease and shall be paid by Tenant to Landlord on demand, as additional rent.

#### **ARTICLE 31. CONSTRUCTION OF THE LEASE**

**31.01** The various terms which are defined in this Article or other Articles of this Lease or are defined in Exhibits annexed hereto shall have the meanings specified in such Article or Articles and Exhibits for all purposes of this Lease and all agreements supplemental thereto, unless the context shall otherwise require.

**31.02** The Article headings in this Lease and the Index prefixed to this lease are inserted only as a matter of convenience in reference and are not to be given any effect whatsoever in construing this Lease.

**31.03** The rule of ejusdem genesis shall not be applicable to limit a general statement following or referable or an enumeration of specific matters to matters similar to the matters specifically mentioned.

31.04 No receipt of money by Landlord after termination of this Lease, breach of this Lease, service of any notice or commencement of any suit shall reinstate, renew, continue or extend the term of this Lease or affect, waive or cure any such notice, breach or suit.

31.05 The expression "term of this Lease" shall mean the original term of this Lease and the period of the option to extend the term of this Lease, if any.

31.06 Whenever the context may require, any pronouns used herein shall refer to the corresponding masculine, feminine or neuter forms, and the singular form of any word shall mean the plural and vice versa.

31.07 If any provision or provisions of this Lease or the application thereof be invalid or unenforceable to any extent, the remainder of this Lease and the otherwise full application of such provision or provisions shall not be affected thereby and every provision shall be valid and enforceable to the fullest extent permitted by law.

31.08 This Lease shall be governed by and construed in all respects by and under the laws of the State of Connecticut.

31.09 Building managers and office personnel of the landlord are not authorized to execute this Lease or make any changes or modifications of the printed clauses hereof. The sole authorized person to execute this Lease is an authorized representative of the Landlord, whose name may be obtained from the Landlord or any president, vice president or general partner of the landlord, as the case maybe.

31.10 In the event Tenant shall fail or omit to pay any installment of fixed rent or additional rent within ten (10) days after the due date thereof, Tenant shall pay interest on such rent from the due date thereof through the date of payment at a rate of eighteen percent (18%) per annum.

#### **ARTICLE 32. WAIVER OF NOTICE**

32.01 The Tenant hereby waives demand and notice of every kind and description whatever (except notice of default and notice of nonpayment as provided in Article 21 of this lease), including any notice to quit under the statutes relating to summary process which, were it not for this waiver, might otherwise be necessary in obtaining possession of the Demised Premises.

#### **ARTICLE 33. UNPERFORMED COVENANTS**

33.01 If, by reason of any default of the Tenant hereunder, the Landlord makes any expenditures or incurs any obligation for the payment of money, including attorney's fees, such sums paid or obligations incurred, with interest thereon at the rate equal to the lesser of eighteen percent (18%) per annum or the maximum rate permitted by law, shall be paid by the Tenant to the Landlord within ten (10) days after the Landlord's written demand.

#### **ARTICLE 34. SECURITY DEPOSIT**

34.01 Tenant shall deposit with Landlord \$700.00 on the date hereof (the "Security Deposit") to secure the performance of the Tenant's obligations hereunder. Landlord may, but shall not be obligated, to apply all or portions of said deposit on account of Tenant's obligations hereunder. Any balance remaining upon termination shall be returned to the Tenant within thirty (30) days after the lease ends. Tenant shall not have the right to apply the Security Deposit in payment of the last month's rent.

#### **ARTICLE 35. WAIVER OF PREJUDGMENT REMEDY**

35.01 The Tenant acknowledges that this lease is a commercial and not a consumer transaction and waives any rights to notice of and hearing on the right of the Landlord to obtain or secure a prejudgment remedy without court order under Chapter 903a of the Connecticut General Statutes or any other statute or statutes affecting prejudgment remedies.

#### **ARTICLE 36. NOTICE OF LEASE**

36.01 This lease shall be recorded in the Hartford Land Records. Upon request of either party, the other party shall enter into a Notice of Lease, in recordable form, satisfying the requirements of Section 47-19 of the Connecticut General Statutes, Rev. 1958, as amended.

[NEXT PAGE IS SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.


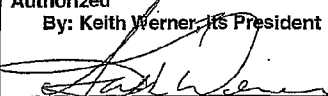
<b>Tenant</b> Kolo, LLC et Al	<b>Landlord</b> Cast Iron Associates, LLC
By: Kolo, LLC, By: Peter G Dunn, Its CEO  12/31/12	By: Werner & Company, Its Agent, Duly Authorized By: Keith Werner, Its President 

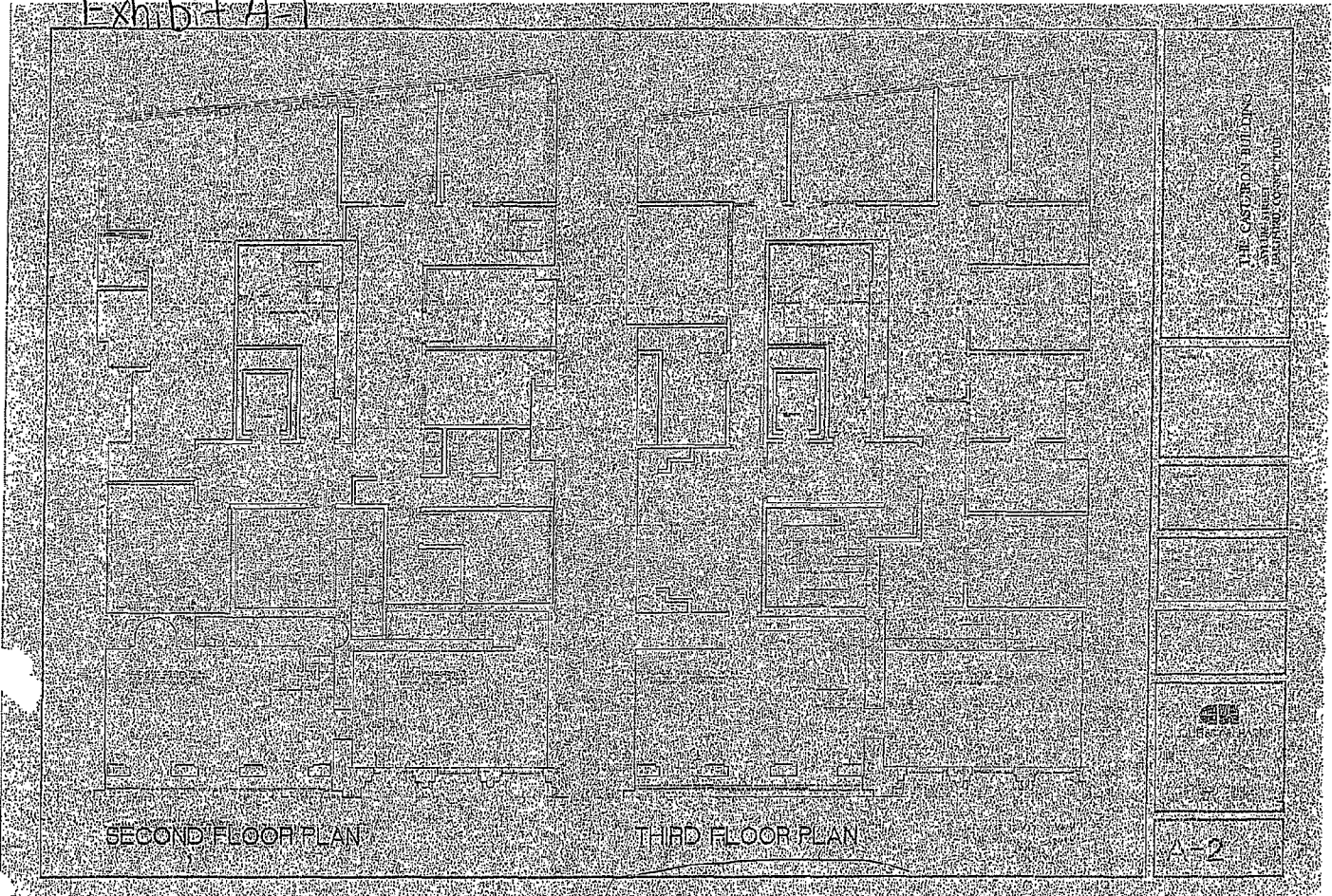
Exhibit C

Exhibit A-1



□ - Premises Occupied by Kolo, LLC

Exhibit A-1



□ - Premises Occupied by Kolo, LLC

Exhibit A-1



□ - Premises Occupied by Kolo, LLC

Exhibit A-1



▭ -Premises Occupied by Kolo, LLC



**SUMMONS - CIVIL**

JD-CV-1 Rev. 9-14  
C.G.S. §§ 51-346, 51-347, 51-349, 51-350, 52-45a,  
52-48, 52-259, P.B. Secs. 3-1 through 3-21, 8-1

STATE OF CONNECTICUT  
**SUPERIOR COURT**  
www.jud.ct.gov

See other side for instructions

- "X" if amount, legal interest or property in demand, not including interest and costs is less than \$2,500.
- "X" if amount, legal interest or property in demand, not including interest and costs is \$2,500 or more.
- "X" if claiming other relief in addition to or in lieu of money or damages.

TO: Any proper officer; BY AUTHORITY OF THE STATE OF CONNECTICUT, you are hereby commanded to make due and legal service of this Summons and attached Complaint.

Address of court clerk where writ and other papers shall be filed (Number, street, town and zip code) (C.G.S. §§ 51-346, 51-350)		Telephone number of clerk (with area code)	Return Date (Must be a Tuesday)
95 Washington Street, Hartford, CT 06106		( 860 ) 548-2700	May 5, 2015 Month Day Year
<input checked="" type="checkbox"/> Judicial District	<input type="checkbox"/> G.A. Number:	At (Town in which writ is returnable) (C.G.S. §§ 51-346, 51-349)	Case type code (See list on page 2)
<input type="checkbox"/> Housing Session		Hartford	Major: C Minor: 40

**For the Plaintiff(s) please enter the appearance of:**

Name and address of attorney, law firm or plaintiff if self-represented (Number, street, town and zip code)	Juris number (to be entered by attorney only)
The Law Office of Charles I. Miller, PMB 108, 1245 Farmington Avenue, West Hartford, CT 06107	430195

Telephone number (with area code)	Signature of Plaintiff (If self-represented)
( 860 ) 656-6454	

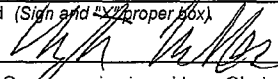
The attorney or law firm appearing for the plaintiff, or the plaintiff if self-represented, agrees to accept papers (service) electronically in this case under Section 10-13 of the Connecticut Practice Book.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Email address for delivery of papers under Section 10-13 (if agreed to)
		cm@lawofficemiller.com

Number of Plaintiffs: 1	Number of Defendants: 2	<input type="checkbox"/> Form JD-CV-2 attached for additional parties
-------------------------	-------------------------	-----------------------------------------------------------------------

Parties	Name (Last, First, Middle Initial) and Address of Each party (Number, Street, P.O. Box, Town, State, Zip, Country, if not USA)	
First Plaintiff	Name: Cast Iron Associates, LLC Address: 241 Asylum Street, Hartford, CT 06103	P-01
Additional Plaintiff	Name: Address:	P-02
First Defendant	Name: Kolo, LLC, 241 Asylum Street, 6th Floor, Hartford, CT 06103; c/o Agent for Service: Address: Werner & Company, 241 Asylum Street, 6th Floor, Hartford, CT 06103	D-01
Additional Defendant	Name: Kolo Retail, LLC, 241 Asylum Street, 6th Floor, Hartford, CT 06103; c/o Agent for Service: Address: Kolo, LLC, 241 Asylum Street, 6th Floor, Hartford, CT 06103	D-02
Additional Defendant	Name: Address:	D-03
Additional Defendant	Name: Address:	D-04

**Notice to Each Defendant**

1. YOU ARE BEING SUED. This paper is a Summons in a lawsuit. The complaint attached to these papers states the claims that each plaintiff is making against you in this lawsuit.
2. To be notified of further proceedings, you or your attorney must file a form called an "Appearance" with the clerk of the above-named Court at the above Court address on or before the second day after the above Return Date. The Return Date is not a hearing date. You do not have to come to court on the Return Date unless you receive a separate notice telling you to come to court.
3. If you or your attorney do not file a written "Appearance" form on time, a judgment may be entered against you by default. The "Appearance" form may be obtained at the Court address above or at www.jud.ct.gov under "Court Forms."
4. If you believe that you have insurance that may cover the claim that is being made against you in this lawsuit, you should immediately contact your insurance representative. Other action you may have to take is described in the Connecticut Practice Book which may be found in a superior court law library or on-line at www.jud.ct.gov under "Court Rules."
5. If you have questions about the Summons and Complaint, you should talk to an attorney quickly. The Clerk of Court is not allowed to give advice on legal questions.

Signed (Sign and <del>use</del> proper box)	<input checked="" type="checkbox"/> Commissioner of the Superior Court <input type="checkbox"/> Assistant Clerk	Name of Person Signing at Left	Date signed
		Clayton S. Miller, Esq.	04/13/2015

If this Summons is signed by a Clerk: a. The signing has been done so that the Plaintiff(s) will not be denied access to the courts. b. It is the responsibility of the Plaintiff(s) to see that service is made in the manner provided by law. c. The Clerk is not permitted to give any legal advice in connection with any lawsuit. d. The Clerk signing this Summons at the request of the Plaintiff(s) is not responsible in any way for any errors or omissions in the Summons, any allegations contained in the Complaint, or the service of the Summons or Complaint.	For Court Use Only
	File Date

I certify I have read and understand the above:	Signed (Self-Represented Plaintiff)	Date

Name and address of person recognized to prosecute in the amount of \$250	<input type="checkbox"/> Commissioner of the Superior Court <input type="checkbox"/> Assistant Clerk	Date	Docket Number
See Complaint			

Signed (Official taking recognizance; "X" proper box)	<input type="checkbox"/> Commissioner of the Superior Court <input type="checkbox"/> Assistant Clerk	Date	Docket Number

◇ RETURN DATE: MAY 5, 2015 : SUPERIOR COURT  
CAST IRON ASSOCIATES, LLC : J.D. OF HARTFORD  
V. : AT HARTFORD  
KOLO, LLC AND KOLO RETAIL, LLC : APRIL 6, 2015

**COMPLAINT**

**FIRST COUNT (As to Kolo, LLC and Kolo Retail, LLC):**

1. The plaintiff, Cast Iron Associates, LLC, (hereinafter referred to as "plaintiff", "Cast Iron" or "landlord") is a Connecticut Limited Liability Company with a place of business at 241 Asylum Street, Hartford, Connecticut 06103.

2. At all relevant times herein, the defendant, Kolo, LLC ("defendant" or "Kolo") is a Delaware limited liability company, registered with the Secretary of State's Office to conduct business within the State of Connecticut with offices and a principle place of business at 241 Asylum Street Hartford, Connecticut.

3. At all relevant times herein, the defendant, Kolo Retail, LLC ("defendant" or "Kolo Retail") is a Connecticut limited liability company, registered with the Secretary of State's Office to conduct business within the State of Connecticut with offices and a principle place of business at 241 Asylum Street Hartford, Connecticut.

4. The plaintiff and Kolo, as tenant, entered into a one-year written lease agreement, the

◇ term commencing January 1, 2008, (the "Prior Lease") for certain premises at 241 Asylum Street, Hartford, Connecticut, specifically the following floors or portions of floors: 5<sup>th</sup>, 6<sup>th</sup> and 7<sup>th</sup>, upon the terms and conditions set forth therein. A copy of which shall be filed as Exhibit A in accordance with P.B. Sec. 10-29.

5. The annual base fixed rent was \$62,356.00 with monthly payments of \$5,196.33. Additionally Kolo was responsible for additional rent and it's pro rata share of taxes as set forth in the Prior Lease.

6. Kolo retained possession of the premises after the ending of the one-year term becoming a tenant at will from January 2, 2009 until December 31, 2012 (the "hold-over period"), pursuant to Article 20.02.

7. During the hold-over period under the Prior Lease Kolo breached the lease in that it failed to pay the full amount of the basic rent and/or additional rent during 2008 through 2012.

8. Kolo owes unpaid basic and/or additional rent under the Prior Lease for 2008 through 2012 with the following accounts receivable balances:

- a. 2008 of \$38,983.75;
- b. 2009 of \$67,093.83;
- c. 2010 of \$52,786.56;
- d. 2011 of \$73,049.21and

◇ e. 2012 of \$94,157.

9. The plaintiff and Kolo and Kolo Retail, as tenants entered into a written five year lease agreement (the "Lease") for the premises at 241 Asylum Street, Hartford, Connecticut, specifically the following floors or portions of floors: basement, 2<sup>nd</sup>, 5<sup>th</sup>, 6<sup>th</sup> and 7<sup>th</sup> (hereinafter the "Premises"), upon the terms and conditions set forth therein. A copy of which shall be filed as Exhibit B in accordance with P.B. Sec. 10-29.

10. The Lease term is January 1, 2013 through December 31, 2017.

11. The monthly and annual rental payments for the five year term remain constant and are \$101,209.00 per annum and \$8,434.00 per month, additionally the tenants are responsible for electricity and janitorial services.

12. Both Kolo and Kolo Retail have breached the Lease in that they have failed to pay the full amount of the basic rent, their electricity and janitorial costs due under the Lease on February 1, 2013 and thereafter.

13. Due to defendants' breaches of the Lease the defendants owe to plaintiff the unpaid rent (less allowable offsets) from February 1, 2013 through the remaining balance of the term.

14. The defendants took possession of the premises pursuant to the lease agreements and remain in possession of same.

15. Despite demand, the defendants have failed or refused to pay the sums due.

◇ **SECOND COUNT (As to Kolo, LLC):**

1-2. Paragraphs 1 through 2 of Count One are hereby realleged and reincorporated as Paragraphs 1 through 2 of Count Two.

3. Commencing on or about January 1, 2008 and continuing through the present time Kolo has been a tenant and has taken possession and control and utilized certain areas at 241 Asylum Street, Hartford, Connecticut, specifically the following floors or portions thereof: basement, 2<sup>nd</sup>, 5<sup>th</sup>, 6<sup>th</sup> and 7<sup>th</sup> (hereinafter "Kolo Premises").

4. Kolo has during this time period failed, despite demand, to pay the landlord, Cast Iron, in full the reasonable rental value of the Kolo Premises, including inter alia, pro rata sharing of the real estate taxes and the cost of electricity and janitorial services utilized by Kolo.

5. Although Kolo has received, utilized and unjustly benefitted from its usage of the Premises it has refused and/or failed to pay in full the reasonable value for said Premises all to the detriment of the landlord.

6. The unpaid balance of the reasonable value of the Premises as of December 31, 2014 is \$135,636, plus statutory prejudgment interest and costs of collection.

7. Despite demand Kolo fails and refuses to pay the reasonable value of the Premises.

**THIRD COUNT (As to Kolo Retail, LLC):**

1-2. Paragraphs 1 and 3 of Count One are hereby realleged and reincorporated as Paragraphs 1

◇ through 2 of Count Three.

3. Commencing on or about January 1, 2013 and continuing through the present time Kolo Retail has been a tenant and has taken possession and control and utilized certain areas at 241 Asylum Street, Hartford, Connecticut, specifically the following floors or portions thereof: basement, 2<sup>nd</sup>, 5<sup>th</sup>, 6<sup>th</sup> and 7<sup>th</sup>.

4. Kolo Retail has during this time period failed to pay the landlord, Cast Iron, in full the reasonable rental value of the Retail Premises, including inter alia, pro rata sharing of the real estate taxes and the cost of electricity and janitorial services utilized by Kolo Retail.

8. Although Kolo Retail has received, utilized and unjustly benefitted from its usage of the Premises it has refused and/or failed to pay in full the reasonable value for said Premises all to the detriment of the landlord.

5. The unpaid balance of the reasonable value of the Premises as of December 31, 2014 is \$74,289.89.

6. Despite demand Kolo Retail fails and refuses to pay the reasonable value of the Premises.

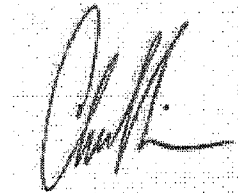
WHEREFORE, the plaintiff, Cast Iron Associates, LLC demands:

1. Money damages;
2. Interest as allowed under the leases, or alternatively pursuant to C.G.S. §37-3a;
3. A prejudgment attachment/garnishment;
4. Costs of collection including reasonable attorney's fees as provided by the leases; and
5. Such other relief at law or equity as this Court may deem just and proper.

Dated at West Hartford, Connecticut this 6<sup>th</sup> day of April, 2015.

I certify that I have personal knowledge of the financial capacity of the Plaintiff and deem it sufficient to pay the costs of this action.

PLAINTIFF,  
CAST IRON ASSOCIATES, LLC



Digitally signed by Charles I. Miller  
Law Office of Charles I. Miller  
Email: cm@lawofficecmiller.com  
Juris #403425

By: \_\_\_\_\_

Charles I. Miller, Esq.  
The Law Office of Charles I. Miller  
PMB 108, 1245 Farmington Avenue  
West Hartford, CT 06107  
Telephone: (860)656-6454

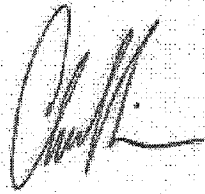
THE LAW OFFICE OF CHARLES I. MILLER  
ATTORNEY AT LAW - PMB 108, 1245 FARMINGTON AVENUE - WEST HARTFORD, CT 06107  
TEL. (860) 656-6454 - FAX (860) 656-6179 - EMAIL: CM@LAWOFFICEMILLER.COM - JURIS NO. 430195

◇ RETURN DATE: MAY 5, 2015 : SUPERIOR COURT  
CAST IRON ASSOCIATES, LLC : J.D. OF HARTFORD  
V. : AT HARTFORD  
KOLO, LLC AND KOLO RETAIL, LLC : APRIL 6, 2015

**STATEMENT OF AMOUNT IN DEMAND**

The plaintiff, Cast Iron Associates, LLC, claims fair, just and reasonable money damages greater than Fifteen Thousand Dollars (\$15,000.00) exclusive of interest and costs.

PLAINTIFF,  
CAST IRON ASSOCIATES, LLC



Digitally signed by Charles I. Miller  
Law Office of Charles I. Miller  
Email: cm@lawofficemiller.com  
Juris #403425

By: \_\_\_\_\_  
Charles I. Miller, Esq.  
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Juris no.: 430195