



WESTPORT CONNECTICUT

BOARD OF FINANCE

ADDENDUM

NOTICE OF PUBLIC HEARING

The Board of Finance will hold its Public Hearing on **Wednesday, June 5, 2013 at 8:00 p.m.** in the Auditorium of Town Hall. The following item(s), and any others properly presented before the Board, will be considered:

AGENDA

DISCUSSION/REVIEW

- 1a. Review of Pension and OPEB investment returns to date.
- 1b. Status Update from the Internal Auditor.

TRANSFERS IN THE 2012-2013 BUDGET

2. A request by the Fire Chief for a transfer of \$6,800 to the Emergency Management Equipment Account# 10102250-575100; \$5,600 from the Emergency Management Equipment Maintenance and Operations Account#10102250-542000 and \$1,200 from the Emergency Management Medical Supplies/Miscellaneous Account#10102250-569002 for the purchase of a Polaris Ranger Utility Vehicle.

APPROPRIATIONS IN THE 2012-2013 BUDGET

3. A request by the Director of Public Works for an appropriation of \$135,000 to the Capital & Nonrecurring Expenditure Fund (C&NEF) Account to purchase a backhoe to replace a 21 year old, 1992 machine.
4. A request by the Parks and Recreation Director along with the Board of Education for bond and note authorization of \$320,000 for replacement of the existing tennis courts at Staples High School.

RECOMMENDATION

5. A request by the First Selectman, in accordance with Section C6-3 of the Town Charter, to approve a lease between the Town of Westport and Chef Briana LLC dba STEAM for concession space and parking spaces at the eastbound side of the Saugatuck Railroad Station.
6. A request by the First Selectman, in accordance with Section C6-3 of the Town Charter, to approve a lease between the Town of Westport and Chef Briana LLC dba STEAM for concession space and parking spaces at the north side of the Green Farms Railroad Station.

DISCUSSION

7. Discussion of the Selectman's Five-Year Capital Forecast. No action will be taken.

APPROVAL OF MINUTES

8. Approve the Board of Finance Minutes of the May 23, 2013 regular meeting.



DEPARTMENT OF FIRE SERVICES

Administration (203) 341-5000

Fax (203) 341-5009

ANDREW J. KINGSBURY

Chief of Department

2

TO: Gary Conrad, Finance Director
FROM: Chief Andrew Kingsbury, EMD *AJK*
DATE: May 16, 2013
RE: Emergency Management Transfer

RECEIVED
MAY 20 2013
TOWN OF WESTPORT
SELECTMAN'S OFFICE

I respectfully request the following transfers totaling \$6800 out of the Emergency Management Budget (250) for the purchase of a Polaris Ranger 6x6 Utility Vehicle. Half of the cost of the vehicle was donated by the Fairfield Half Marathon and accepted by the Board of Selectman at its May 16, 2013 meeting

Transfer out of:

Account #10102250-542000 Equipment Maint. & Operations -	\$5,600
Account #10102250-569002 Medical Supplies/Miscellaneous -	\$1,200

Cc: Honorable Gordon Joseloff, First Selectman
Attachment

Approved for submission to the
Board of Finance (6/5/13)

Gordon F. Joseloff
Gordon F. Joseloff
First Selectman

POLARIS RANGER® 6x6 800

- Powerful 40 HP 800 twin with EFI for fast starts
- 2,000 lbs of towing capacity
- 1,250 lbs of rear dump box capacity





WESTPORT CONNECTICUT

DEPARTMENT OF PUBLIC WORKS

TOWN HALL, 110 MYRTLE AVE.
WESTPORT, CONNECTICUT 06880

#3

RECEIVED
MAY 22 2013
TOWN OF WESTPORT
SELECTMAN'S OFFICE

May 22, 2013

Mr. Gordon F. Joseloff
First Selectman
Town Hall
Westport, CT 06880

Re: **Request for Appropriation - Replacement of 1992 John Deere Model 710 Backhoe**

Dear Mr. Joseloff:

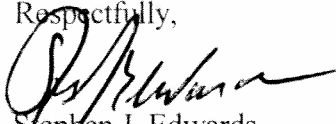
This Department herein requests an appropriation from the Capital and Non-Recurring Expenditure Fund; Equipment Replacement Account, in the amount of One hundred thirty-five thousand dollars (\$135,000.00) to purchase a backhoe to replace a 21-yr old, 1992 machine.

The Public Works Department maintains two backhoes for the purpose of loading trucks and moving construction materials such as stone, gravel, or concrete structures. These machines are the primary work machines for roadway and drainage system maintenance. They are also critical during storm emergencies for clearing trees and debris from the roadways and drainage paths as well as for pushing snow to clear roadways and downtown. These machines are used throughout the year.

The current operational fleet consists of a 2005 John Deere 410 backhoe that is more mobile and easier to use in narrow drainage easements and a larger 1992 John Deere 710 backhoe that is used primarily along the roadside when lifting heavier drainage structures. Typically, one machine is used to load within the Public Works yard while the second is used on a job site or at one of the staging areas. During a storm event, the redundancy of the second machine is critical in case the primary machine goes down. During post-storm cleanup, both machines are used in cleanup and support to CL&P recovery efforts.

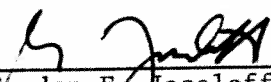
A review of the annual costs of maintenance and the increased downtime for the 1992 John Deere backhoe coupled with the pending replacement of expensive components (hydraulic system, broken or tired weldments and dip stick bushings) indicate that it is time for replacement. This piece of equipment has been projected in the C&NREF equipment replacement schedule for the past two years, but based on the annual inspections, has been deferred. It should no longer be deferred.

Respectfully,


Stephen J. Edwards
Director of Public Works

Approved for submission to the
Board of Finance (6/5/13)

cc: Gary Conrad, Finance Director


Gordon F. Joseloff
First Selectman

TOWN OF WESTPORT

JUSTIFICATION FOR CAPITAL EQUIPMENT / VEHICLE

2012-2013

Dept. Name: PUBLIC WORKS Dept. Code: 321

(1) EQUIPMENT / VEHICLE BACKHOE

(2) IS IT LISTED ON CAPITAL FORECAST? YES DATE 2012

IF NO, WHY? _____

(3) APPROXIMATE COST \$135,000 COST IN CAPITAL FORECAST \$130,000

FROM WHAT SOURCE VENDOR ESTIMATE

(4) LONGEVITY 20 YEARS

(5) PRORATED COST \$6,500 PER YEAR

(6) USE THIS IS A CRITICAL PIECE OF PUBLIC WORKS EQUIPMENT THAT IS USED ON A DAILY BASIS FOR ROADWAY AND DRAINAGE SYSTEM MAINTENANCE. THE EQUIPMENT IS ALSO CRITICAL DURING STORM EMERGENCIES FOR CLEARING TREES AND DEBRIS FROM ROADWAYS AND DRAINAGE PATHS AS WELL AS PUSHING AND LOADING SNOW DURING CLEANUP OPERATIONS.

(7) CAN IT BE RENTED? YES IF YES, COST \$1500 PER MONTH

(8) IS IT A REPLACEMENT? YES IF YES, DESCRIBE EQUIPMENT/VEHICLE TO BE REPLACED

IDENTIFY 1992 JOHN DEERE MODEL 710

AGE 21 MILES/HOURS 7918 hrs

FURTHER DESCRIBE CONDITION OF EQUIPMENT/VEHICLE REPAIRS TO THE MACHINE ARE BECOMING MORE PROBLEMATIC DUE TO LACK OF AVAILABLE PARTS. ESTIMATE OF \$20,000 TO REPOWER MACHINE. HYDRAULIC PUMP NEEDS TO BE REBUILT AT APPROXIMATELY \$5,000. RELIABILITY OF THE MACHINE IS BECOMING QUESTIONABLE AND DOWNTIME REQUIRES HIRING AN OUTSIDE CONTRACTOR AT \$120 PER HOUR

(9) EFFECT ON TOWN'S FINANCES INCLUDING DEBT SERVICE:

IF APPROVED FUNDS HAVE BEEN SET ASIDE IN THE C&NREF

IF NOT APPROVED SIGNIFICANT DOWN TIME AND PARTS AND LABOR EXPENSE CAN BE ANTICIPATED TO KEEP THIS VEHICLE ON THE ROAD FOR ANOTHER YEAR.



SINCE 1925
www.wiclark.com

THE W.I. CLARK COMPANY

30 BARNES INDUSTRIAL PARK RD
WALLINGFORD, CT 06492 203-265-6781
BROOKFIELD 203-775-1203 - PLAINFIELD 860-642-3500

ALL REMITTANCES TO:
P.O. BOX 300, WALLINGFORD, CT 06492



JOHN DEERE
HITACHI

Monday, February 11, 2013

Prepared for

TOWN OF WESTPORT - DPW
SCOTT SULLIVAN
PUBLIC WORKS / 110 MYRTELE AVE
WESTPORT, CT 06880

Prepared by

Gary Augliera
mobile # : 203-509-9577
GaryAugliera@wiclark.com

Cust #	Purchase Order	Year	Make	Model	Hours	Serial Number
193155			Deere	710C	7860	786267

710C

Qty	Description	Price Each	Ext. Price
1	**** Please see Spec notes below ****	\$0.00	\$0.00
		Parts	\$0.00
		Labor	\$0.00
		Trucking	\$0.00
		Freight	\$0.00
		Est Sales Tax	\$0.00
		Total	\$0.00

Specs

Scott,

As per your request I have information to rebuild your 710C.

This machine is a 1992, making it 21 years old.

I spoke to our service manager and due to parts starting to be obsolete we would not rebuild the machine, we also feel it would not be cost effective.

Deere no longer has a reman engine or transmission available. You can purchase a short block but you would have to assemble it, the transmission would have to be rebuild and there may be issues with getting those parts.

Many other parts, examples, loader control valve and transmission control valve are not available.

Short block with reman head, reman injection pump, rebuilt water pump reman turbo with labor to remove, swap parts and install, estimate \$20,000.00.

Hydraulic pump, part only \$5,000.00.

Torque converter, part only, \$2,050.00.

Please remember once we disassemble components we may find other items that need attention and may not be able to get them.

If you have any questions please call me any time. 203-509-9577 cell.

Thank you,

Gary Augliera

Terms & Conditions

- Estimate is valid for 30 days. Any miscellaneous parts and labor needed to complete job will be additional.
- A Deposit is required. Payment terms must be arranged prior to ordering parts or performing service work.
- This estimate is based on what was observed by our representative in the field. In the event that we begin this job

and find broken, cracked and / or worn components that could not be seen without removal of components and/or panels, we reserve the right to re-estimate any additional parts and labor. If we feel additional parts or labor are needed, the job will be held for visual inspection by the owner. The job will not resume until an agreement is made.

- You may be able to charge this purchase on a John Deere PowerPlan charge account. Ask your Sales Rep for details.

Customer signature Date

Undercarriage Scrap disposed by:
_____ Customer _____ Dealer

The WI Clark Company is grateful for the opportunity to earn your business.

4

RESOLVED: That upon the recommendation of the Board of Finance, the Town of Westport (the "Town") hereby appropriates the sum of Three Hundred Twenty Thousand and 00/100 Dollars (\$320,000) to fund the Capital and Nonrecurring Expenditures for the costs associated with the replacement of the existing tennis courts at Staples High School, including the installation of six (6) new courts with nets and fencing and administrative, financing and other soft costs (the "Project").

Section 1. As recommended by the Board of Finance and for the purpose of financing Three Hundred Twenty Thousand and 00/100 Dollars (\$320,000) of the foregoing appropriation, the Town shall borrow a sum not to exceed Three Hundred Twenty Thousand and 00/100 Dollars (\$320,000) and issue general obligation bonds for such indebtedness under its corporate name and seal and upon the full faith and credit of the Town in an amount not to exceed said sum for the purpose of financing the appropriation for the Project.

Section 2. The First Selectman, Selectmen and Finance Director are hereby appointed a committee (the "Committee") with full power and authority to cause said bonds to be sold, issued and delivered; to determine their form, including provision for redemption prior to maturity; to determine the aggregate principal amount thereof within the amount hereby authorized and the denominations and maturities thereof; to fix the time of issue of each series thereof and the rate or rates of interest thereon as herein provided; to designate the bank or trust company to certify the issuance thereof and to act as transfer agent, paying agent and as registrar for the bonds, and to designate bond counsel. The Committee shall have all appropriate powers under the Connecticut General Statutes including Chapter 748 (Registered Public Obligations Act) to issue the bonds and, further, shall have full power and authority to do all that is required under the Internal Revenue Code of 1986, as amended, and other applicable laws and regulations of the United States and the state of Connecticut, to provide for issuance of the bonds in tax exempt form, including the execution of tax compliance and other agreements for the benefit of bondholders, and to meet all requirements which are or may become necessary in and subsequent to the issuance and delivery of the bonds in order that the interest on the bonds be and remain exempt from federal income taxes, including, without limitation, to covenant and agree to restriction on investment yield of bond proceeds, rebate of arbitrage earnings, expenditure of proceeds within required time limitations and the filing of information reports as and when required and to execute Continuing Disclosure Agreements for the benefit of holders of bonds and notes.

Section 3. The Bonds may be designated "Public Improvement Bonds of the Town of Westport," series of the year of their issuance and may be issued in one or more series, and may be consolidated as part of the same issue with other bonds of the Town; shall be in serial form maturing in not more than twenty (20) annual installments of principal, the first installment to mature not later than three (3) years from the date of issue and the last installment to mature not later than twenty (20) years therefrom, or as otherwise provided by statute. The bonds may be sold at not less than par and accrued interest at public sale upon invitation for bids to the responsible bidder submitting the bid resulting in the lowest true interest cost to the Town, provided that nothing herein shall prevent the Town from rejecting all bids submitted in response to any one invitation for bids and the right to so reject all bids is hereby reserved, and further

provided that the Committee may sell the bonds, or notes, on a negotiated basis, as provided by statute. Interest on the bonds shall be payable semiannually or annually. The bonds shall be signed on behalf of the Town by the First Selectman and the Finance Director, and shall bear the seal of the Town. The signing, sealing and certification of said bonds may be by facsimile as provided by statute. The Finance Director shall maintain a record of bonds issued pursuant to this resolution and of the face amount thereof outstanding from time to time, and shall certify to the destruction of said bonds after they have been paid and cancelled, and such certification shall be kept on file with the Town Clerk.

Section 4. The Committee is further authorized to make temporary borrowings as permitted by the General Statutes and to issue a temporary note or notes of the Town in anticipation of the receipt of proceeds from the sale of the bonds to be issued pursuant to this resolution. Such notes shall be issued and renewed at such times and with such maturities, requirements and limitations as provided by statute. Notes evidencing such borrowings shall be signed by the First Selectman and the Finance Director, have the seal of the Town affixed, which signing and sealing may be by facsimile as provided by statute, be certified by and payable at a bank or trust company incorporated under the laws of this or any other state, or of the United States, be approved as to their legality by bond counsel, and may be consolidated with the issuance of other Town bond anticipation notes. The Committee shall determine the date, maturity, interest rates, form and manner of sale, including negotiated sale, and other details of said notes consistent with the provisions of this resolution and the General Statutes and shall have all powers and authority as set forth above in connection with the issuance of bonds and especially with respect to compliance with the requirements of the Internal Revenue Code of 1986, as amended, and regulations thereunder in order to obtain and maintain issuance of the notes in tax exempt form.

Section 5. Upon the sale and issuance of the bonds authorized by this resolution, the proceeds thereof, including any premium received upon the sale thereof, accrued interest received at delivery and interest earned on the temporary investment of such proceeds, shall be applied forthwith to the payment of the principal and interest of all notes issued in anticipation thereof or shall be deposited in trust for such purposes with a bank or trust company, or shall be applied or rebated as may be required under the provision of law. The remainder of the proceeds, if any, after the payment of said notes and of the expense of issuing said notes and bonds shall be applied to further finance the appropriation enacted herein.

Section 6. In each fiscal year in which the principal or any installment of interest shall fall due upon any of the bonds or notes herein authorized there shall be included in the appropriation for such fiscal year a sum equivalent to the amount of such principal and interest so falling due, and to the extent that provision is not made for the payment thereof from other revenues, the amount thereof shall be included in the taxes assessed upon the Grand List for such fiscal year and shall not be subject to any limitations of expenditures or taxes that may be imposed by any other Town ordinance or resolution.

Section 7. Pursuant to Section 1.150-2 (as amended) of the federal income tax regulations the Town hereby expresses its official intent to reimburse expenditures paid from the General Fund, or any capital fund for the Project with the proceeds of the bonds or notes to be issued under the provisions hereof. The allocation of such reimbursement bond proceeds to an expenditure shall be made in accordance with the time limitations and other requirements of such

regulations. The Finance Director is authorized to pay Project expenses in accordance herewith pending the issuance of the reimbursement bonds or notes.

Section 8. The Town of Westport, or other proper authority of the Town, is authorized to take all necessary action to apply to the State of Connecticut, and accept from the State or other parties, grants, gifts and contributions in aid of further financing the Project. Once the appropriation becomes effective, the First Selectman, or other appropriate official of the town, is hereby authorized to spend a sum not to exceed the aforesaid appropriation for the Project and is specifically authorized to make, execute and deliver any contracts or other documents necessary or convenient to complete the Project and the financing thereof.

Section 9. The Committee is hereby authorized to take all action necessary and proper for the sale, issuance and delivery of the bonds (and notes) in accordance with the provisions of the Town Charter, the Connecticut General Statutes, and the laws of the United States.

#5

BOARD OF FINANCE LEASE TERM SHEET

1. **LANDLORD:** Town of Westport
2. **TENANT:** Chef Briana, LLC. dba Steam
3. **PROPERTY LOCATION:** Saugatuck Railroad Station
1 Ferry Lane
Westport, CT 06880
4. **RENT:** Service Area Rent (area within train station) - \$1,400 per month

PARKING RENT: \$650 per year for two spaces. Parking rent of \$325 per space is base upon the annual rate for parking spaces determined by the Westport Traffic Authority.
5. **TERM:** 5 Years – 7/1/13 – 6/30/18
6. **OPTION TO RENEW:** Yes – one additional 5 year extension
7. **SECURITY DEPOSIT:** \$1400.00
8. **TOWN SERVICES REQUIRED:** Town provides utilities except for telephone, internet and other communication services.
9. **COMMENTS:** The premises will be used for the operation of a food service business serving coffee, tea, non-alcoholic beverages, pastries and desserts.

**DATE SCHEDULED FOR
BOARD OF SELECTMEN:** June 12, 2013

Prepared By: Gail Kelly, Assistant Town Attorney
Date: May 28, 2013

SUBLEASE AGREEMENT

This Sublease Agreement ("Sublease") is dated as of June _____, 2013, by and between the TOWN OF WESTPORT (the "Town") and CHEF BRIANA LLC, a Connecticut limited liability company doing business under the name *Steam* ("Steam").

In consideration of the mutual benefits and obligations set forth in this Sublease, the Town and Steam agree as follows.

ARTICLE I SUBLEASING DATA

1.01. SUBLEASING DATA. This Article contains data used in other provisions of this Sublease but set forth in this Article for ease of reference. For example, although the monthly Service Area Rent is specified in this Article, Article IV is the operative provision of this Sublease regarding the payment of the monthly Service Area Rent. Whenever any item contained in this Article is more specifically described in a subsequent Article of this Sublease, the more specific description will control.

- (a) The "Building" is the railroad station building located on the south side of the railroad tracks and known as 1 Ferry Lane, Westport, Connecticut.
- (b) The "Leased Premises" consists of the Service Area and the Parking Area.
- (c) The "Service Area" is the area indicated on the floor plan of the Building attached as Exhibit A.
- (d) The "Parking Area" is the area consisting of two (2) uncovered parking spaces to be designated by the Town's Chief of Police within the parking lot of Saugatuck Station.
- (e) The "Commencement Date" is July 1, 2013.
- (f) The "Initial Term" is the period of time beginning with the Commencement Date and ending on June 30, 2018.
- (g) The "Approved Use" is the operation of a food service business serving coffee, tea, non-alcoholic beverages, pastries and desserts.
- (h) The "Service Area Rent" for the use and occupancy of the Service Area for the Initial Term is payable in equal monthly installments, in advance, on the first day of each month as follows.

<i>First Payment Due</i>	<i>Last Payment Due</i>	<i>Service Area Rent for One Year</i>	<i>Service Area Rent, Monthly Payment</i>
Commencement Date	Month 60	\$16,800.00	\$1,400.00

- (i) The “Parking Rent” for the use and occupancy of the Parking Area for the Initial Term is payable in annual installments, in advance, on the first day of each July. The Parking Rent is determined by reference to the annual rate for a parking space established, from time to time, by the Westport Traffic Authority for parking at Saugatuck Station (the “WTA Rate”). As of the Commencement Date, the WTA Rate is \$325.00 per space per year. Accordingly, as of the Commencement Date, the Parking Rent for two (2) spaces is \$650.00 per year. The WTA Rate is subject to increase in the discretion of the Westport Traffic Authority. Increases in Parking Rent will be effective on the first day of the month following delivery of Notice by the Town to Steam that the Westport Traffic Authority has increased the WTA Rate.
- (j) The “Security Deposit” is \$1,400.00 (one month’s Service Area Rent). As prescribed in Article X, Steam will not be entitled to interest on the Security Deposit.
- (k) The “Notice Address” for Town and Steam are:

Town: Town of Westport, Attn: First Selectman, 110 Myrtle Avenue,
Westport, CT 06880

Steam: Chef Briana LLC, 142 Main Street, #10, Norwalk, CT 06851,
Attn: Briana Pennell.

-- This space intentionally left blank --

ARTICLE II DEFINITIONS

2.01. *CAPITALIZED WORDS AND PHRASES.*

This Sublease contains many words and phrases with initial, capitalized letters. These words and phrases are used as specially defined terms in an effort to make this Sublease easier to read. An effort has been made to set forth some of the more common defined terms in this Article, but other Articles may also contain defined terms. Whenever a capitalized word or phrase is used in this Sublease, it shall have the definition specifically ascribed to it, unless the context of the usage implies otherwise. Some of the definitions listed below may not be used in the main body of this Sublease.

2.02. *"ADDITIONAL RENT"* means any charge, other than the Service Area Rent and Parking Rent, payable by Steam to the Town under any provision of this Sublease.

2.03. *"APPROVAL / APPROVED"* means the written consent or approval of the Town's Chief of Police or First Selectman.

2.04. *"CASUALTY"* means a fire, flood, earthquake, high winds, lightning strike, severe storm or other natural disaster.

2.05. *"CHANGE OF CONTROL"* means a transfer, whether in one transaction or a series of transactions, of more than fifty percent (50%) of the capital account, profits interest, stock, membership or partnership units or management rights of a business entity and includes, by way of example and without limitation, a sale to a third party.

2.06. *"COMMON AREA"* means all of the Waiting Room except the Service Area, as shown on the floor plan of the Building attached as Exhibit A.

2.07. *"CONSENT"* of Town means the written consent or approval of the Town's Chief of Police or First Selectman.

2.08. *"DEFAULT RATE"* is the rate of interest equal to the lesser of: (a) four percent (4%) over the

Wall Street Prime in effect at the time the Default Rate begins to accrue; or (b) the maximum rate of interest permitted to be charged under law.

2.09. *"DOT"* means the Connecticut Department of Transportation.

2.10. *"ESCALATION FACTOR"* means one hundred three percent (103%).

2.11. *"FISCAL YEAR"* means the 12-month period comprising Town's fiscal year beginning July 1 and ending June 30.

2.12. *"FORCE MAJEURE"* means a natural disaster, storm, fire, earthquake, flood, insurrection, terrorist action, war, riot, strike, lock-out, inability to procure materials, failure of power or other reason of a like nature not the fault of the party whose act is delayed.

2.13. *"HAZARDOUS OR SPECIAL SUBSTANCE"* means any substance that may not be dumped in a land fill as general trash, any substance listed under the laws of the State or the United States as a hazardous waste, or any other substance whose use, presence or storage at the Leased Premises requires any person to comply with any environmental reporting or registration requirement under any law.

2.14. *"MASTER LEASE"* means the Lease Agreement dated January 31, 2002 between the Town and the DOT, Rail File No. (158) 7001-MISC-176, Agreement No. 3.29-02(01), a copy of which is recorded in the Westport Land Records at Volume 1994, Page 93.

2.15. *"NOTICE"* means only written notification given by one party to the other. Notice may only be given by: a form of US Mail in which the recipient is required to sign a receipt (such as certified, return receipt) or a nationally recognized courier service which requires the recipient to sign a receipt (such as Federal Express or UPS Next Day) and, in the case of Notice to Steam, delivery to the Leased Premises. All Notices will be effective on receipt, except in the case of delivery to the Leased Premises, in which event the Notice will be effective

as of the date of delivery. Notice must be given to the other party at the party's Notice Address, except in the case of Notice to Steam, which may always be given at the Leased Premises. The Notice Address for each party is the address listed in the Section 1.01(k), or to such other address designated by a party by Notice to the other party, provided, that the Town shall not be required to give Notice to more than one address, and if more than one address is specified, the Town may choose any one address of those designated by Steam.

2.16. "RENT" means all sums payable by Steam to Town under the provisions of this Sublease, including all Service Area Rent, Parking Rent and Additional Rent.

2.17. "RULES AND REGULATIONS" means the Rules and Regulations attached hereto as Exhibit B.

2.18. "SAUGATUCK STATION" means all of the real property and buildings on both the north and south sides of the railroad tracks leased by the Town from the State pursuant to the Master Lease.

2.19. "SPECIFICATIONS AND COVENANTS" means the Standard Railroad Lease Specifications and Covenants dated October 10, 2000 promulgated by the DOT, as amended from time to time.

2.20. "STATE" means the State of Connecticut.

2.21. "TENANT UTILITIES" means the following utilities or services with respect to the Building that are separately metered or accounted for by the utility/service provider: telephone, internet and other communication services.

2.22. "TERM" means the period of time during which Steam is entitled to possession of the Leased Premises in accordance with the provisions of this Sublease, but does not include any hold over period.

2.23. "WAITING ROOM" means the room within the Building comprised of the Common Area and the Service Area.

2.24. "WALL STREET PRIME" means the interest rate published by the *Wall Street Journal* as the base rate on corporate loans posted by at least 75% of the nation's 30 largest banks, or a similar substitute rate selected by Town if the foregoing rate is no longer published.

ARTICLE III LEASING OF LEASED PREMISES AND TERM OF SUBLEASE

3.01. SUBLEASING OF LEASED PREMISES. The Town hereby subleases the Leased Premises to Steam for the Term, subject to the conditions described in Section 3.02 and subject to the other provisions of this Sublease.

3.02. THE MASTER LEASE AND SPECIFICATIONS AND COVENANTS. This Sublease is and shall at all times be subject and subordinate to the Master Lease and the Specifications and Covenants. Except for those obligations and conditions of the Master Lease and Specifications and Covenants that are specific to the Town, the general terms and conditions of the Master Lease and the Specifications and Covenants shall apply to Steam.

3.03. QUIET ENJOYMENT. Upon payment by Steam of the Rent herein provided, and upon the observance and performance of all the covenants, provisions and conditions on Steam's part to be observed and performed, Steam shall peaceably and quietly hold and enjoy the Leased Premises for the Term without hindrance or interruption by Town or any person claiming by or through Town, except as expressly provided in this Sublease.

3.04. USE OF THE COMMON AREA. Steam shall have the non-exclusive right to use the Common Area in furtherance of Steam's business. Steam shall have the right to place tables and chairs in the Common Area for use by Steam's patrons. Steam shall not attempt to restrict the use of tables and chairs in the Common Area or any portion of the Common Area to Steam's patrons.

3.05. ACCESSIBILITY OF THE COMMON AREA. The Common Area shall remain accessible to

commuters at all times. Steam shall not create any barrier, wall or partition within the Common Area without the prior Approval of the Chief of Police.

3.06. COMMENCEMENT DATE. The Term will begin on the Commencement Date set forth in Section 1.01(e).

3.07. CONDITION OF SERVICE AREA UPON DELIVERY TO STEAM. The Service Area shall be delivered to Steam on the Commencement Date in AS IS condition.

ARTICLE IV PAYMENT OF RENT

4.01. PAYMENT OF SERVICE AREA RENT. Steam shall pay the monthly Service Area Rent on the first day of each month during the Term, in advance. If the Commencement Date is a day other than the first day of a calendar month, then the monthly installment of Service Area Rent for that fractional month shall be prorated on a daily basis based upon a thirty (30) day month and Steam shall pay that prorated amount on the first day of the next calendar month.

4.02. PAYMENT OF PARKING RENT. Steam shall pay the annual Parking Rent on the first day of each July during the Term, in advance. If the Commencement Date is a day other than the first day of July, then the monthly installment of Parking Rent for the fractional 2013-2014 Fiscal Year shall be prorated on a daily basis based upon a 365 day Fiscal Year and Steam shall pay that prorated amount on the first day of the next calendar month.

4.03. PAYMENT OF OTHER CHARGES. Any charge other than Service Area Rent and Parking Rent shall be due in accordance with the Lease provision governing the charge.

4.04. ADDITIONAL PROVISIONS REGARDING PAYMENT OF RENT. All Rent shall be due and payable without any setoff or deduction to Town at the times specified in this Article, above. If any installment of Rent is not paid within ten (10) days of its due date, Steam shall pay a late charge to the Town equal to the greater of \$100 or 5% of the

overdue payment. If the outstanding balance of Rent owed to the Town contains any amount that has not been paid within ten (10) days of its due date, then beginning on the eleventh (11th) day, the entire outstanding balance of Rent owed by Steam shall bear interest at the Default Rate, until the outstanding balance no longer includes any amounts not paid within ten (10) days of their due date. Any liability for unpaid Rent shall survive the termination of the Lease.

ARTICLE V UTILITIES

5.01. IN GENERAL. The Town will provide for access to electricity, telephone service and water to the perimeter of the Service Area. Steam will be responsible for the cost of all labor and materials associated with all utility connections to fixtures and equipment to be installed by Steam within the Service Area. The Town will be responsible for the cost of heating and air-conditioning the Waiting Room. The Service Area will not be separately metered for water and electricity. The Town will pay for the water and electricity consumed by with respect to the Service Area.

5.02. TENANT UTILITIES. Payment for Tenant Utilities is the obligation and responsibility of Steam. Accounts for all Tenant Utilities will be in Steam's name and Steam will pay the bills rendered by the utility/service providers by the due dates specified in the respective bills or invoices.

ARTICLE VI USE OF SERVICE AREA AND CONDUCT IN BUILDING AND PARKING AREA

6.01. PERMITTED USES. Steam and any permitted assignee shall use the Service Area for the sole and exclusive purpose described in Section 1.01(g) and for no other purpose. The use of the Service Area shall also be in accordance with all applicable laws, statutes, regulations, codes and ordinances.

6.02. COMPLIANCE WITH RULES AND REGULATIONS. Steam shall comply at all times with the Rules and Regulations. The Town may amend

the Rules and Regulations from time to time in order to better regulate the affairs of Saugatuck Station, protect the rights of the Town, the DOT and other tenants at Saugatuck Station and to promote the safety and well being of the public visiting Saugatuck Station. Steam agrees to abide by all amendments to the Rules and Regulations reasonably adopted by the Town of which Steam has received Notice.

6.03. ALTERATIONS AND IMPROVEMENTS. Steam shall not cause any alteration or improvement to be made to the Waiting Room unless Steam has obtained the Town's prior Consent and the work is consistent in design and style with the historical aesthetic of the Building. Approval of the DOT may also be required. The Town may condition its Consent upon the delivery of performance and/or labor and material payment bonds or other security for Steam's payment of the cost of the alterations or improvements. Prior to the commencement of any alteration or improvement by any contractor, Steam will deliver to the Town a certificate of insurance for each contractor, showing public liability coverage, workers' compensation coverage and any other coverage reasonably required by Town, which certificate names Town as an additional insured and provides that the coverage will not be canceled or not renewed without at least fifteen (15) days' advance Notice to Town. All work performed by or through Steam shall be performed in full compliance with all laws, codes and regulations and shall be carried out in a prompt and workmanlike manner. Steam shall promptly pay all contractors and materialmen hired by Steam to furnish any labor or materials which may give rise to the filing of a mechanic's lien against Saugatuck Station attributable to alterations and improvements done by or through Steam.

6.04. STEAM'S GENERAL COMPLIANCE WITH LAWS. Steam shall, at Steam's sole cost and expense, comply with all of the requirements of all statutes, regulations and ordinances now in force or which may hereafter be in force and not being reasonably disputed by Steam pertaining to Steam's use of the Leased Premises and any act therein or thereon by Steam. Specific reference is made to Steam's duty to comply with all state, federal and municipal statutes, regulations and ordinances

concerning environmental protection and Steam's conduct at Saugatuck Station. Steam shall indemnify and hold the Town harmless from and against any damage, liability, cost and/or expense which the Town may suffer by reason of Steam's failure to comply with statutes, regulations and ordinances governing Steam's conduct at Saugatuck Station.

6.05. SIGNAGE. Steam will not place or maintain, or cause to be placed or maintained, on any portion of the Building or any portion of Saugatuck Station any sign or advertising matter without Town's Consent. Written consent of the DOT may also be required. Any sign placed by Steam will be unlighted and consistent in character with the historical aesthetic of the Building and Saugatuck Station.

6.06. FURNITURE AND WINDOW TREATMENTS. Steam shall obtain the Town's Consent before placing any furniture or window treatments, including, without limitation, tables, chairs, curtains and blinds within the Waiting Room. The Town desires that tables, chairs and window treatments be consistent in character with the historical aesthetic of the Building.

6.07. ENVIRONMENTAL COMPLIANCE. Steam will not under any circumstances cause or permit the depositing, spillage or seepage of any Hazardous or Special Substance in any area of the Building or Saugatuck Station other than an in an area and in a manner which is in strict compliance with all laws and which is Approved in advance by Town. Steam will not use, store, generate or dispose of any substance in any manner which would cause the Building to be classified as an Establishment under the laws of the State. Steam will indemnify Town from and against any loss, cost, damage, fines, testing deemed reasonably necessary by Town or any other expense incurred by Town as a result of any violation of any environmental law or this Section by Steam or any agent, servant, employee or contractor of Steam.

6.08. HOURS OF OPERATION. Steam will be open for business to the public from at least 5:30 a.m. to 10:00 a.m., Monday through Friday, excluding legal holidays (the "Minimum Hours"). Steam

acknowledges the authority of the Town's Chief of Police to designate and modify, from time to time, the time each morning when the Building will be opened to the public and the time each afternoon/evening when the Building will be closed to the public. Steam will not open for business prior to the Building opening time or after the Building closing time, so designated, without the prior Approval of the Town's Chief of Police. Between the Building opening time and the Building closing time, so designated, Steam may be open for business to the public for as many hours as Steam wishes. Steam shall, however, give Notice to the Town's Chief of Police prior to each change in its hours of operation. Notwithstanding the foregoing, with the prior Approval of the Town's Chief of Police, Steam may open for business for special events, such as car shows and running races.

6.09. OTHER OBLIGATIONS AND DUTIES OF STEAM. Steam will conform Steam's conduct to the following standards and will perform the following duties, all in a prompt, diligent and workmanlike manner, at Steam's sole cost and expense.

(a) Steam will be responsible for cleaning the Waiting Room. Without limiting the generality of the foregoing, Steam will, as frequently as necessary to keep the Waiting Room in a clean and neat condition: wipe down all tables and chairs; vacuum the floor; clean up all spilled food and beverages; and remove all trash, discarded paper goods, cups, plastic utensils, wrappers, crumbs, discarded food, discarded beverages and the like.

(b) Steam will empty all trash containers within the Waiting Room with such frequency as is consistent with the operation of Steam's business in a first class manner, which will include placing general trash in the secured plastic trash bags for pick up by the Town. Trash containing left over and discarded food or beverages shall be double-bagged. Steam will deposit all recyclables in a bin or bins that will be furnished by the Town at Steam's request.

(c) Steam will, at all times, maintain and operate its food service business in compliance with all applicable standards and requirements of the Connecticut Department of Public Health, the

Westport/Weston Health District, the Westport Fire Marshall and all applicable federal, state and local regulations.

(d) All food preparation is to be done off-site. Steam shall serve only food that is prepared off-site. Toasting, re-heating and application of condiments to foods that are otherwise prepared off-site is permitted provided that Steam complies with all applicable standards and requirements (see Section 6.09(c)).

(e) Steam will install and maintain, at Steam's sole expense, adequate food warming and refrigeration equipment to insure the freshness and safety of all food served and as required to meet Department of Public Health regulations.

(f) Steam will keep the Service Area in good repair and promptly notify the Town of any needed repair work. All repair work in the Service Area shall be performed by the Town or the Town's contractors at the Town's expense. Notwithstanding anything herein to the contrary, Steam shall reimburse the Town for the cost of any and all repairs to the Building necessitated by any negligent or willful act or omission of Steam, Steam's customers, employees, agents or contractors, by delivering to the Town payment in full within three (3) weeks of receipt of the Town's invoice.

(g) Steam will comply with the regulations established by the Westport Traffic Authority and Westport Board of Selectmen governing use of the parking areas at Saugatuck Station.

6.10. RESTRICTIONS AND LIMITATIONS ON STEAM'S CONDUCT. Steam agrees to abide by the following restrictions and limitations.

(a) Steam will not install any grill, cooking appliance, exhaust hood or food preparation equipment except as follows. With the prior Approval of the Town's Chief of Police, Steam may install one or more toasters, a convection oven, a microwave, one or more soup warmers, one or more display cases, a refrigerator, one or more coffee/tea brewers, an ice machine, an espresso machine and an espresso grinder. Steam shall keep all of its

equipment within the boundaries of the Service Area at all times. The installation and use of all equipment by Steam shall comply in all respects with applicable standards and requirements (See Section 6.09(c)).

(b) Steam will not cause or permit the playing of any musical instruments, loudspeakers, stereo systems, public address systems or similar devices in any manner so as to be audible outside of the Waiting Room.

(c) Steam will not place any trash anywhere at Saugatuck Station except in secured bags deposited in a location designated by the Town.

(d) Steam will not place any dumpster, trash receptacle or recyclable receptacle anywhere on the grounds of Saugatuck Station.

(e) Steam will not cause or permit to emanate from the Building any objectionable odor, as determined in Town's reasonable discretion. The aromas of fresh brewed coffee and fresh baked goods will not be deemed objectionable.

(f) Steam will not do anything which unreasonably interferes with the use and peaceful enjoyment of any other subtenant of the Building.

(g) Steam will not permit the parking of any vehicles in any manner which interferes with the drives, sidewalks, pedestrian walkways, crosswalks, fire lanes and any other areas desired to be kept clear by the Town.

(h) Steam will not keep, use, sell or offer for sale in or upon the Leased Premises any article which may be prohibited by the standard form of fire insurance policy.

(i) Steam will not use the Leased Premises for any purpose prohibited by law.

ARTICLE VII TOWN'S RIGHT TO PERFORM WORK

7.01. TOWN'S RIGHT TO PERFORM WORK. The Town shall have the right to undertake the

following activities in the Building and at Saugatuck Station: construction of additions to the Building and additional buildings; demolition of additional buildings; excavation for the purposes of the above and/or installing or repairing utility lines; and remodeling of the exterior and interior of the Building. In undertaking any of the foregoing activities, the Town shall take reasonable precautions to limit interference with Steam's use of the Leased Premises or access thereto.

ARTICLE VIII INSURANCE, INDEMNIFICATION, WAIVERS, ETC.

8.01. INSURANCE COVERAGES. Steam shall purchase and maintain for the duration of its occupancy of the Leased Premises the following insurance.

(a) Commercial General Liability Insurance with limits of insurance no less than \$1,000,000 for each occurrence and \$2,000,000 in the aggregate covering bodily injury and property damage resulting from personal & advertising injury, products and completed operations and operations of the Steam. The policy shall: (i) name the Town, the State and Metro North Commuter Railroad Company as additional insureds; (ii) be underwritten on an occurrence basis; (iii) be primary and not contribute in any way to any insurance, deductible or self insured retention carried by the Town, State or Metro North Commuter Railroad Company; (iv) contain contractual liability coverage within the policy form; and (v) provide for not less than thirty (30) days' prior Notice to the Town in the event of cancellation, non-renewal or material change in coverage.

(b) Commercial Automobile Insurance for any owned automobiles used in the conduct of Steam's business in the amount of \$1,000,000 per accident covering bodily injury and property damage on a combined single limit basis. Such coverage shall also include hired and non-owned automobile coverage.

(c) Workers' Compensation Insurance in an amount not less than that required by law with

employer's liability limits for at least the amounts of liability for bodily injury by accident of \$100,000 each accident and bodily injury by disease of \$100,000 and a policy limit of \$500,000.

8.02. ADDITIONAL INSURANCE REQUIREMENTS.

Each insurance policy procured by the Steam under this Sublease shall be underwritten by an insurance company licensed to do business in the State. All deductibles shall be declared and are subject to the approval of the Town. Upon signing of this Sublease and thereafter, from time to time, within ten (10) days of the Town's request, Steam shall deliver to the Town evidence satisfactory to the Town that each of the above policies is in effect. In most cases, a standard form certificate of insurance will suffice. The Town reserves the right, however, to require Steam to deliver a copy of the policy.

8.03. STEAM'S COMPLIANCE. Steam shall not carry any stock of goods or do anything in or about the Leased Premises which will in any way impair or invalidate the obligation of any policy of insurance. Steam shall, at its own cost and expense, comply with all of the rules and regulations of the Fire Insurance Rating Organization having jurisdiction, or any similar body.

8.04. INDEMNIFICATION AND HOLD HARMLESS COVENANTS. Except for acts or omissions of the Town or its employees or agents, Steam shall defend, pay, indemnify and save free and harmless the Town, and any fee owner or ground or underlying lessors of the Leased Premises, from and against any and all claims, demands, fines, suits, actions, proceedings, orders, decrees and judgments of any kind or nature by or in favor of anyone whomsoever and from and against any and all costs and expenses, including attorneys' fees, resulting from or in connection with loss of life, bodily or personal injury or property damage arising, directly or indirectly, out of or from or on account of any occurrence, in, upon, about, at, or from the Leased Premises or occasioned wholly or in part through the use and occupancy of the Leased Premises or by any act or omission of Steam or any subtenant of Steam, or their respective employees, agents, contractors or invitees, in, upon, about, at, or from the Leased

Premises.

8.05. RISKS TO PERSON AND PROPERTY.

Steam and all those claiming by, through or under Steam shall store their property in and shall occupy and use the Leased Premises solely at their own risk and Steam and those claiming by, through or under Steam release the Town from any and all claims of every kind, including loss of life, personal or bodily injury, damage to merchandise, equipment, fixtures or other property, or damage to business or for business interruption, arising directly or indirectly, out of or from or on account of such occupancy and use or resulting from any present or future condition or state of repair. The Town and its agents or employees shall not be responsible or liable at any time to Steam, or to those claiming by, through or under Steam, for any loss of life, bodily or personal injury, or damage to property or business, or for business interruption, that may be occasioned by or through the acts, omissions or negligence of any other persons.

8.06. DEFECTS, LEAKS, WEATHER, UTILITY INTERRUPTIONS, ETC.

The Town and its agents and employees shall not be responsible or liable at any time for any defects, latent or otherwise, in the Leased Premises or any of the systems, equipment including plumbing, heating or air conditioning, electrical wiring or insulation, stairs, railings or walks, machinery, utilities, appliances or apparatus, nor shall Town be responsible or liable at any time for loss of life, or injury or damage to any person or to any property or business of Steam, or those claiming by, through or under Steam, caused by or resulting from the bursting, breaking, leaking, running, seeping, overflowing or backing up of sewer pipes, downspouts, tanks, water closets, waste pipes, drains or other pipes, or caused by water, steam, gas, sewage, snow or ice in any part of the Leased Premises, or caused by or resulting from injury done or occasioned by wind, rain, snow or leakage of water or from the interruption in the supply of any utilities, natural occurrences or the elements, or resulting from any defect or negligence in the occupancy, construction, operation or use of any structure or improvements on or in the Leased Premises, or any of the equipment, fixtures,

machinery, appliances or apparatus on the Leased Premises or from broken glass, water, snow or ice coming through the roof, doors, windows, walks or other place or the falling of any fixtures, plaster, tile, stucco or other matter, or any equipment or appurtenance becoming out of order or repair or interruption of any service.

ARTICLE IX ASSIGNMENT AND SUBLEASING

9.01. SUBLEASING PROHIBITED. CONSENT REQUIRED FOR ASSIGNMENT. Subleasing is strictly prohibited. Steam shall not assign this Sublease without the prior written Consent of Town, which will not be unreasonably withheld or delayed. It shall not be unreasonable for the Town to withhold Consent to an assignment to any party intending to engage in any business activity other than the Approved Use. Assignment is subject also to the prior written Consent of the DOT. Prior to any assignment, Steam shall give Notice to the Town of the proposed assignee and the terms of the proposed assignment, and upon request of the Town, Steam will provide the Town with any other information reasonably requested by the Town for the purpose of evaluating the proposed assignee. The Consent by Town to any assignment shall not constitute a waiver of the necessity for Consent to subsequent assignment. Assignment shall include a sale of substantially all of the assets of Steam, a Change of Control and an assignment by operation of law (attachment of Steam's interest in the leasehold, for example). Unless the Town gives Consent to the release of Steam, no assignment or acceptance of any rent from any party in possession of the Leased Premises shall constitute a release of Steam from the obligations under this Sublease. By accepting the assignment of this Sublease, any assignee assumes all obligations of Steam to the Town from and after the date of the assignment, jointly and severally with Steam. Any attempted assignment by Steam without the prior Consent of the Town shall be void.

9.02. TOWN'S RIGHTS ON PROPOSED ASSIGNMENTS. If Steam gives Town Notice of any proposed assignment of the Leased Premises, then, in addition to the Town's rights under Section 9.01, the

Town may, by Notice to Steam, terminate this Sublease by lapse of time, effective on the date specified in the Town's termination Notice. The Town's termination Notice under this Section may only be given within thirty (30) days after Notice of the proposed assignment from Steam, unless, within fifteen (15) days after the Notice from Steam, the Town makes a request to Steam for further information with which to evaluate the proposed assignee, in which event the time within which Town may give Notice of termination shall be extended to thirty (30) days after Steam has provided the further information to Town. The Town's termination Notice must specify an effective date for the termination, and if the termination Notice is given, this Sublease shall come to an end by lapse of time as if the Term had always expired on the effective date of the termination, and provided Steam has vacated the Leased Premises in accordance with the provisions of this Sublease, Steam shall be deemed to be released from any further liability or obligations of Steam under this Sublease arising from and after the date Steam has vacated.

ARTICLE X SECURITY DEPOSIT

10.01. STEAM'S SECURITY DEPOSIT. Steam's Security Deposit is due and payable to the Town upon execution of this Sublease. The Security Deposit shall be security for the full and faithful performance of all obligations of Steam under this Sublease. The rights and remedies reserved to the Town under this Sublease are cumulative, and in the event of a default by Steam, the Town shall not be required to resort to the Security Deposit before exercising any other remedy available to the Town under this Sublease or by law. The Security Deposit will be refunded without interest to Steam within forty five (45) days following the expiration of this Sublease, except to the extent the Security Deposit has been applied to any damages of the Town on account of Steam's failure to comply with any obligation of Steam under this Sublease. In no event, except when the Town elects at the Town's sole option to do so, may Steam set off or apply any part of the Security Deposit against any Rent.

**ARTICLE XI
CASUALTY DAMAGE, THEFT AND
VANDALISM**

11.01. DAMAGE OR DESTRUCTION.

(a) Steam shall give prompt Notice to the Town of any damage by Casualty to the Building. During the sixty (60) day period following the occurrence of a Casualty (the "Notice Period"), the Town will notify Steam of the Town's estimate of the period of time required to complete the restoration work. If the Building is so damaged or destroyed by Casualty that Steam does not have reasonably convenient access to the Service Area and the Common Area and if, in the reasonable judgment of the Town, the damage or destruction can be repaired within six (6) months (or, if sooner, by the expiration date of the Initial Term or the Extension Period, as applicable), then the Town shall so notify Steam and the Town shall proceed to repair the damage or destruction with reasonable diligence. If the Building is so damaged or destroyed by Casualty that Steam shall not have reasonably convenient access to the Service Area and the Common Area and if, in the reasonable judgment of the Town, the damage or destruction cannot be repaired within six (6) months (or, if sooner, by the expiration date of the Initial Term or the Extension Period, as applicable), then either party shall have the right to terminate this Sublease by giving Notice to the other within the period of eight (8) to ten (10) weeks after the occurrence of the Casualty. If neither party elects to terminate the Sublease pursuant to the preceding sentence, then the Town shall repair the damage or destruction with reasonable diligence.

(b) If the Town begins repairs does not complete the repairs within six (6) months after the expiration of the Notice Period, then Steam shall have the right to terminate this Sublease by giving Notice to the Town within three (3) weeks after the end of that six (6) month period; provided however, that: (i) if the reconstruction period estimated by the Town in Section 11.01(a) is more than six (6) months and neither party terminates this Sublease on account thereof, then the six (6) month period in this Section 11.01(b) shall be extended to be the reconstruction

period so estimated by the Town plus six (6) weeks; and (ii) if the completion of repairs is delayed by causes beyond the Town's control, including Force Majeure, then the time for completion shall be extended by the period of such delay.

11.02. ABATEMENT OF RENT. Service Area Rent, Parking Rent and Additional Rent shall be abated in their entirety during the period, if any, following any Casualty, during which Steam does not have reasonably convenient access to the Service Area and Common Area provided that Steam does not conduct any business operations in any portion of the Building. If any *portion* of the Service Area or Common Area is rendered unfit for use and occupancy by reason of such Casualty and Steam does not conduct any business operations in that portion of the Service Area and Common Area, then Rent shall be abated proportionately, effective as of the date of the Casualty until the Town has substantially completed the repairs.

11.03. STEAM'S RESPONSIBILITY. Notwithstanding anything in this Article XI to the contrary: (a) Steam shall be responsible to promptly restore any portion of Service Area constructed or installed by Steam; and (b) the Town shall not be obligated to restore or replace any property of Steam.

11.04. NO LIABILITY FOR THEFT AND VANDALISM. Steam acknowledges that the Town will have the right to require that the Waiting Room remain as an "open air" space, free from floor to ceiling walls and partitions. Steam will not install any wall or partition, lockable or otherwise, between the Service Area and the Common Area without the Town's prior Approval. Steam will be responsible for removing from the Building or otherwise securing all moveable equipment and personal property so as to safeguard it against theft and vandalism. All personal property and equipment of Steam at Saugatuck Station shall be kept at Steam's own risk, and the Town shall not be responsible for any theft or vandalism of Steam's property or any property of any agent, employee, contractor, customer or invitee of Steam, unless the theft is committed by an agent of the Town and Steam shall indemnify and hold the Town harmless from any claim against the Town by

any agent, employee, contractor, customer or invitee of Steam based upon any allegation of theft or vandalism for which the Town's liability is disclaimed under this Section.

ARTICLE XII DEFAULTS AND ENFORCEMENT

12.01. EVENTS OF DEFAULT BY STEAM.

Steam will be in default of Steam's obligations under this Sublease upon the happening of any of the following.

(a) Steam's failure to pay Rent within five (5) business days after Notice to Steam that the payment has not been received by the Town on or before its due date.

(b) Steam's failure to cure within thirty (30) days after Notice to Steam the noncompliance by Steam with any other obligation of Steam under this Sublease, except that in the case of an obligation not capable of being cured within said thirty (30) day period (determined without regard to the cost or ability to pay for compliance), Steam will not be in default as long as Steam has commenced the cure of the non compliance reasonably promptly after the Notice and is continuously thereafter diligently proceeding to complete the cure.

12.02. REMEDIES ON ACCOUNT OF DEFAULT.

In the event of default by Steam, the entire Service Area Rent, Parking Rent and Additional Rent for the remainder of the Term will be immediately due and payable, the Town may terminate this Sublease and recover possession of the Leased Premises, and the Town may exercise any other remedy available under the law to a landlord on account of a breach of lease by a tenant.

12.03. COSTS OF ENFORCEMENT. The Town shall be entitled to reimbursement from Steam of the reasonable costs of enforcement of this Sublease incurred by Town (including a reasonable attorney's fee) in any action or proceeding brought by the Town to enforce the provisions of this Sublease on account of any failure of Steam to adhere to Steam's obligations under this Sublease, provided that the

Town prevails in such action or proceeding. All such costs shall be deemed Additional Rent.

12.04. JURY WAIVER, FORUM AND VENUE.

The Town and Steam waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other on any matters whatsoever arising out of or in any way connected with this Sublease, the relationship of Town and Steam, Steam's use or occupancy of the Leased Premises, and any claim of injury or damage. In any dispute between the parties relating to the tenancy hereby created, the exclusive forum for any such legal action shall be the State court hearing landlord and tenant disputes, with venue based on the location of the Leased Premises and not the residence or location of the parties.

ARTICLE XIII VACATING AT END OF TERM, HOLDING OVER

13.01. VACATING LEASED PREMISES AT END OF TERM. At the expiration of the Term, whether by lapse of time or for any other reason, Steam will surrender the Leased Premises to the Town. The condition of the Service Area upon the surrender shall be broom clean, free of all personal property and in good repair, reasonable wear and tear excepted. All motor vehicles shall be removed from the Parking Area. All keys to any partitions or lockers shall be turned over to Town upon the surrender and Steam shall provide the Town with any other means for opening any other locks in the Service Area upon the surrender. Prior to the surrender, Steam shall: (a) remove all of Steam's trade fixtures, unless Town has granted Consent to the retention of any trade fixture; (b) remove any alteration that was made in the Waiting Room by Steam without Town's Approval; and (c) repair and/or restore the Waiting Room as a result of any removal of any fixture or improvement removed by Steam. Without diminishing Steam's responsibility to remove items from and repair damage in the Waiting Room at the end of the Term, if, prior to Steam's vacating of the Leased Premises, Steam fails to remove any personal property, trade fixture or improvement that it is Steam's responsibility to

remove, all such items will become the property of the Town.

13.02. HOLDING OVER. If Steam holds over beyond the end of the Term with the Consent of the Town, then the provisions of the hold over tenancy shall be the same provisions set forth in this Sublease governing the rights and obligations of the parties during the Term, except that: (a) the tenancy shall be on the basis of a month to month tenancy, terminable by the Town immediately by issuance of a notice to quit possession; (b) there shall be no rights or options in Steam to extend the Term, increase or decrease the size of the Leased Premises, purchase any portion of Saugatuck Station, exercise any right of refusal to any leasing or sale of any portion of Saugatuck Station or any similar rights that may have been in effect during the Term; and (c) the Service Area Rent and Parking Rent for the hold over shall be the Service Area Rent and Parking Rent in effect immediately prior to the end of the Term, which shall be increased in the same manner as the Service Area Rent and Parking Rent had been increased by any formula or with any regular frequency during the Term. If Steam does not vacate the Leased Premises on or before the end of the Term and does not have the Town's Consent to remain in the Leased Premises, the failure to vacate shall not be treated as a hold over for any further term and the use and occupancy damages for which Steam will be liable during any such period of occupancy will be the amount that would have been payable as Additional Rent had this Sublease remained in effect during the period of occupancy plus an amount equal to one and half times (1½ X) the Service Area Rent and Parking Rent in effect at the end of the Term.

ARTICLE XIV MISCELLANEOUS PROVISIONS

14.01. NO WAIVER OF OBLIGATIONS. The waiver by the Town or Steam of any breach by or obligation of the other party of any provision in this Sublease shall not be deemed to be a waiver of any other breach or obligation. The acceptance of any Rent by the Town or the payment thereof by Steam shall not be deemed to be a waiver of any breach by any party. No payment by Steam or receipt by the

Town of any payment which is less than the amount due shall be deemed to be a waiver of any right to obtain payment of the full amount due, and the Town may apply any payment by Steam to any charge owed by Steam to the Town under the provisions of this Sublease, and no restrictive endorsement, statement of Steam or any other attempt by Steam to restrict the application of the payment in any contrary manner shall be operative or effective, and no endorsement on any check or payment made by or on the behalf of Steam shall be deemed as any accord and satisfaction for any obligation, other than satisfaction of the charge to which the Town has applied the payment. No waiver of any breach or obligation of any party shall be effective unless in writing by the party charged with the waiver.

14.02. ENTIRE AGREEMENT. This Sublease, including any exhibits and schedules attached to it or referenced by it, constitute the entire agreement between the parties as to this leasing, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between the parties other than those contained in or specifically referenced by this Sublease. No subsequent alteration, amendment, change or addition to this Sublease shall be binding upon either party unless in writing by the party to be charged.

14.03. SEVERABILITY. The provisions of this Sublease are severable, and if any provision shall be determined to be invalid or unenforceable, the provision shall be enforced to the extent permitted by law and, to the extent any provision or portion thereof remains unenforceable or invalid, it shall be severed from this Sublease and the remainder of the Sublease shall be valid and enforced to the fullest extent permitted by the law.

14.04. HEADINGS NOT TO LIMIT EFFECT OF SUBLEASE. The headings for the articles and sections of this Sublease are inserted for ease of reference only and no such heading shall be interpreted to limit the operation of any language contained in the article or section following the heading. All language in this Sublease shall be given its full operative effect, regardless of the article or section in which it is located and regardless of its

location, proximity or lack of proximity to any other related or unrelated provisions.

14.05. FORCE MAJEURE. If the Town or Steam is delayed in, hindered in, or prevented from, the performance of any act required under the provisions of this Sublease, except for the payment of money, by reason of Force Majeure, then as long as the party whose act is delayed is using best efforts to avoid the delay and the effect of the Force Majeure, then performance of such act shall be excused for the period of the delay.

14.06. TOWN'S ENTRY INTO SERVICE AREA. The Town and the Town's agents shall have the right to enter into and upon the Service Area at all reasonable hours, upon reasonable advance written or oral notice to Steam, for the purpose of examining the Service Area or making alterations. The Town's entry under this Section may be made at any hour and without notice in the case of emergency.

14.07. CHOICE OF LAW. Connecticut law shall apply to all state law matters arising under this Sublease.

14.08. TOWN OFFICIALS. Wherever in this Sublease reference is made to an official of the Town of Westport (e. g., First Selectman, Chief of Police), that reference shall be deemed to include any official with a different title who assumes substantially the same duties as the referenced official. By way of example, under a mayoral form of municipal government, "Mayor" would be substituted for "First Selectman". In addition, upon Notice to Steam, the Town may make a substitution for any official referenced in this Sublease. By way of example, the Town may substitute "Deputy Police Chief" for "Chief of Police".

ARTICLE XV OPTION TO EXTEND

15.01. THE EXTENSION OPTION. The Town grants to Steam an option to extend this Sublease (the "Extension Option"). The Extension Option shall be for a five (5) year period (the "Extension Period")

The following terms and conditions shall apply to the Extension Option.

(a) No Assignment or Sublease. The Extension Option may not be exercised by or assigned, or otherwise transferred to any person or entity voluntarily or involuntarily. If Steam assigns any of its interest in this Sublease or subleases any portion of the Leased Premises, the Extension Option shall terminate immediately without the need for any act or notice by either party to be effective.

(b) Manner of Notice. Steam shall deliver to the Town Notice of the exercise of the Extension Option not later than nine (9) months prior to the expiration of the Initial Term. If the Extension Notice is not so delivered, then the Extension Option shall automatically expire.

(c) Effect of Default. Steam's right to exercise the Extension Option shall be suspended at the election of Town during any period in which an event of default under Article XII has occurred and remains uncured, but the period of time within which the Extension Option may be exercised shall not be extended. Notwithstanding Steam's due and timely exercise of the Extension Option, if, after such exercise and prior to the effective date of the Extension Option, an event of default occurs under Article XII that is not cured within the applicable grace period, if any, the Town shall have the right to cancel Steam's exercise of the Extension Option by delivery of Notice to Steam.

(e) New Rent. The monthly Service Area Rent for the first year of the Extension Period shall be equal to the monthly Service Area Rent for the last year of the Initial Term multiplied by the Escalation Factor. For each year of the Extension Period after the first year, the Service Area Rent shall be determined by multiplying the Service Area Rent for the preceding year by the Escalation Factor. The Parking Rent for the Extension Period shall be measured by reference to the WTA Rate in the manner described in Section 1.01(i). During the Extension Period, all of the other terms, conditions and covenants of this Sublease shall apply.

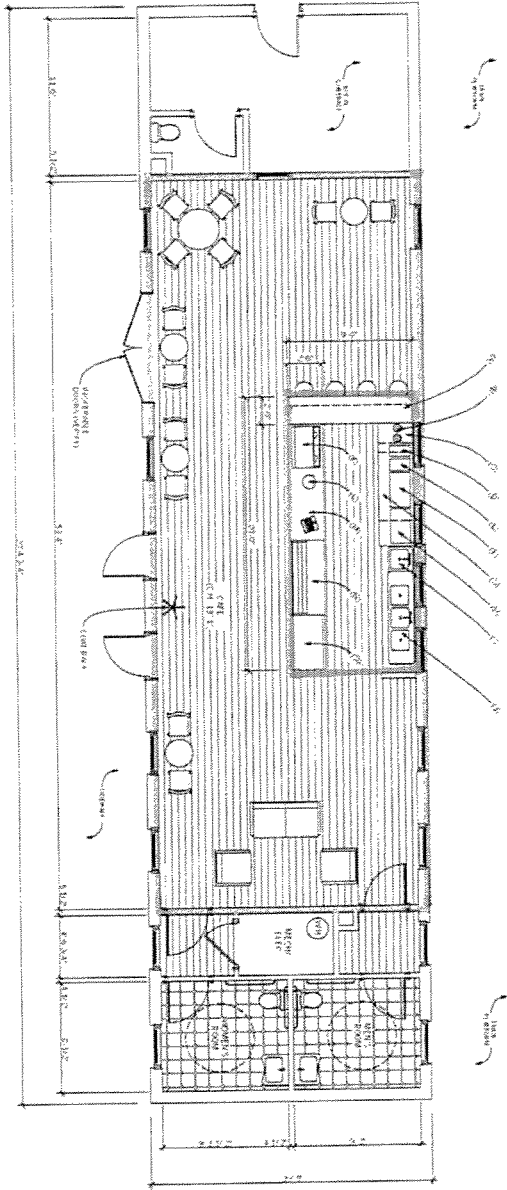
IN WITNESS WHEREOF, each party has caused this Sublease to be executed on the date below written, the date of the Lease being as of the date set forth on Page 1, if different than the date of execution for either party.

CHEF BRIANA LLC

Signature _____
Name _____
Title _____
Date _____

TOWN OF WESTPORT

Signature _____
Name _____
Title _____
Date _____



LEGEND:

1	ADDITIONAL SERVICE	1	ADDITIONAL SERVICE
2	STAIRS	2	STAIRS
3	ELEVATOR	3	ELEVATOR
4	RESTROOM	4	RESTROOM
5	STORAGE	5	STORAGE
6	MECHANICAL	6	MECHANICAL
7	ELECTRICAL	7	ELECTRICAL
8	PLUMBING	8	PLUMBING
9	TELEPHONE	9	TELEPHONE
10	RECEPTION	10	RECEPTION
11	STAIRS	11	STAIRS
12	ELEVATOR	12	ELEVATOR
13	RESTROOM	13	RESTROOM
14	STORAGE	14	STORAGE
15	MECHANICAL	15	MECHANICAL
16	ELECTRICAL	16	ELECTRICAL
17	PLUMBING	17	PLUMBING
18	TELEPHONE	18	TELEPHONE
19	RECEPTION	19	RECEPTION

KEY:

————— Indicates boundary of Service Area.

————— Indicates boundary of Waiting Room.

LAYOUT PLAN
SCALE: 1/8" = 1'-0"

REVISION	DATE	ISSUE

INTERIOR PLAN FOR:
STEAM COFFEE BAR
FLOOR PLAN & EQUIPMENT LAYOUT

STEAM FLOOR PLAN

Scale: AS NOTED	Designer: CMS	Date: 2/27/13
CONSULTING ENGINEER 2013 28th Street NE 300, 912-4489 www.cshengineering.com		SHEET #: A-1

EXHIBIT B

RULES AND REGULATIONS FOR SUBTENANTS OF SAUGATUCK STATION

1. Sidewalks, driveways, crosswalks, parking areas, entrances, stairwells and lobbies shall not be obstructed or used for any purpose other than ingress and egress.
2. No awnings, banners or flags shall be erected or installed without the prior Consent of the Town.
3. No tents or canopies shall be assembled or installed without the prior Consent of the Town.
4. No satellite dishes, radio or television aerials or antennae of any type shall be installed without the prior Consent of the Town.
5. No curtains blinds, shades or screens shall be attached to any window or door of the Building without the prior Consent of the Town.
6. No sashes, windows, heating, ventilating and air conditioning vents and doors that admit light or air into the Building shall be covered or obstructed.
7. No merchandise, display racks, bottles, packages, parcels, or other articles shall be placed outside of the Building.
8. No display racks, show cases or other articles shall be put in front of or affixed to any part of the exterior of the Building.
9. Restrooms, sinks, toilets and plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags, or other debris shall be thrown in them. The cost of repairing damage resulting from any misuse of restrooms and plumbing fixtures shall be the responsibility of the subtenant whose staff, employees, customers, contractors or visitors caused the damage.
10. No subtenant shall lay any floor covering.
11. No bicycles, vehicles, or animals of any kind shall be brought into or kept in the Building. An exception applies for wheelchairs and guide dogs, which are permitted.
12. Subtenants, their customers, contractors, visitors and guests shall not make or permit any disturbing noises in the Building or permit anything to be done that will interfere with the rights, comforts or convenience of other subtenants. Subtenants shall not play any musical instruments or operate radios, stereos, televisions, or other amplified

devices so as to disturb or annoy anyone inside or outside the Building. Noisy or disorderly conduct that annoys or disturbs other subtenants is prohibited.

13. No subtenant shall bring or keep in the Building any inflammable, combustible or explosive fluid, or chemical substance, other than reasonable amounts of cleaning supplies required in the normal operation of the subtenant's business.
14. No additional locks or security alarms of any kind shall be placed upon any of the doors or windows by any subtenant, nor shall any changes be made in existing locks.
15. The Building shall not be used for lodging or sleeping or for any immoral or illegal purpose.
16. Subtenants must comply with any and all recycling programs established pursuant to State or municipal law, regulation or ordinance.
17. The Building is a smoke-free environment. Smoking is not permitted in the Building. For those choosing to smoke outdoors, cigarette butts are not to be discarded on the grounds of Saugatuck Station. With respect to the smoke-free policy, subtenants are responsible for the compliance of their employees, agents and contractors.
18. The Town is not responsible for the non-compliance by any other subtenant or occupant of the Building with any of the Town's rules and regulations.
19. If and to the extent that the above rules conflict with any of the rights or obligations of a subtenant pursuant to the provisions of the subtenant's sublease, then the provisions of the subtenant's sublease shall govern.

6

BOARD OF FINANCE LEASE TERM SHEET

1. **LANDLORD:** Town of Westport
2. **TENANT:** Chef Briana, LLC. dba Steam
3. **PROPERTY LOCATION:** Greens Farms Railroad Station
2 Post Office Lane
Westport, CT 06880
4. **RENT:** Service Area Rent (area within train station) - \$500 per month

PARKING RENT: \$325.00 per year. Parking rent of \$325 per space is base upon the annual rate for parking spaces determined by the Westport Traffic Authority.
5. **TERM:** 5 Years – 7/1/13 – 6/30/18
6. **OPTION TO RENEW:** Yes – one additional 5 year extension
7. **SECURITY DEPOSIT:** \$500.00
8. **TOWN SERVICES REQUIRED:** Town provides utilities except for telephone, internet and other communication services.
9. **COMMENTS:** The premises will be used for the operation of a food service business serving coffee, tea, non-alcoholic beverages, pastries and desserts.

**DATE SCHEDULED FOR
BOARD OF SELECTMEN:** June 12, 2012

Prepared By: Gail Kelly, Assistant Town Attorney
Date: May 28, 2013

SUBLEASE AGREEMENT

This Sublease Agreement (“Sublease”) is dated as of June ____, 2013, by and between the TOWN OF WESTPORT (the “Town”) and CHEF BRIANA LLC, a Connecticut limited liability company doing business under the name *Steam* (“Steam”).

In consideration of the mutual benefits and obligations set forth in this Sublease, the Town and Steam agree as follows.

ARTICLE I SUBLEASING DATA

1.01. SUBLEASING DATA. This Article contains data used in other provisions of this Sublease but set forth in this Article for ease of reference. For example, although the monthly Service Area Rent is specified in this Article, Article IV is the operative provision of this Sublease regarding the payment of the monthly Service Area Rent. Whenever any item contained in this Article is more specifically described in a subsequent Article of this Sublease, the more specific description will control.

- (a) The “Building” is the Green’s Farms railroad station building located on the north side of the railroad tracks and known as 2 Post Office Lane, Westport, Connecticut.
- (b) The “Leased Premises” consists of the Service Area and the Parking Area.
- (c) The “Service Area” is the area indicated on the floor plan of the Building attached as Exhibit A.
- (d) The “Parking Area” is the area consisting of one (1) uncovered parking space to be designated by the Town’s Chief of Police within the parking lot of Green’s Farms Station.
- (e) The “Commencement Date” is July 1, 2013.
- (f) The “Initial Term” is the period of time beginning with the Commencement Date and ending on June 30, 2018.
- (g) The “Approved Use” is the operation of a food service business serving coffee, tea, non-alcoholic beverages, pastries and desserts.
- (h) The “Service Area Rent” for the use and occupancy of the Service Area for the Initial Term is payable in equal monthly installments, in advance, on the first day of each month as follows.

<i>First Payment Due</i>	<i>Last Payment Due</i>	<i>Service Area Rent for One Year</i>	<i>Service Area Rent, Monthly Payment</i>
Commencement Date	Month 60	\$6,000.00	\$500.00

- (i) The "Parking Rent" for the use and occupancy of the Parking Area for the Initial Term is payable in annual installments, in advance, on the first day of each July. The Parking Rent is determined by reference to the annual rate for a parking space established, from time to time, by the Westport Traffic Authority for parking at Green's Farms Station (the "WTA Rate"). As of the Commencement Date, the WTA Rate is \$325.00 per space per year. Accordingly, as of the Commencement Date, the Parking Rent for one (1) space is \$325.00 per year. The WTA Rate is subject to increase in the discretion of the Westport Traffic Authority. Increases in Parking Rent will be effective on the first day of the month following delivery of Notice by the Town to Steam that the Westport Traffic Authority has increased the WTA Rate.
- (j) The "Security Deposit" is \$500.00 (one month's Service Area Rent). As prescribed in Article X, Steam will not be entitled to interest on the Security Deposit.
- (k) The "Notice Address" for Town and Steam are:

Town: Town of Westport, Attn: First Selectman, 110 Myrtle Avenue,
Westport, CT 06880

Steam: Chef Briana LLC, 142 Main Street, #10, Norwalk, CT 06851,
Attn: Briana Pennell.

-- This space intentionally left blank --

ARTICLE II DEFINITIONS

2.01. CAPITALIZED WORDS AND PHRASES.

This Sublease contains many words and phrases with initial, capitalized letters. These words and phrases are used as specially defined terms in an effort to make this Sublease easier to read. An effort has been made to set forth some of the more common defined terms in this Article, but other Articles may also contain defined terms. Whenever a capitalized word or phrase is used in this Sublease, it shall have the definition specifically ascribed to it, unless the context of the usage implies otherwise. Some of the definitions listed below may not be used in the main body of this Sublease.

2.02. "ADDITIONAL RENT" means any charge, other than the Service Area Rent and Parking Rent, payable by Steam to the Town under any provision of this Sublease.

2.03. "APPROVAL / APPROVED" means the written consent or approval of the Town's Chief of Police or First Selectman.

2.04. "CASUALTY" means a fire, flood, earthquake, high winds, lightning strike, severe storm or other natural disaster.

2.05. "CHANGE OF CONTROL" means a transfer, whether in one transaction or a series of transactions, of more than fifty percent (50%) of the capital account, profits interest, stock, membership or partnership units or management rights of a business entity and includes, by way of example and without limitation, a sale to a third party.

2.06. "COMMON AREA" means all of the Waiting Room except the Service Area, as shown on the floor plan of the Building attached as Exhibit A.

2.07. "CONSENT" of Town means the written consent or approval of the Town's Chief of Police or First Selectman.

2.08. "DEFAULT RATE" is the rate of interest equal to the lesser of: (a) four percent (4%) over the

Wall Street Prime in effect at the time the Default Rate begins to accrue; or (b) the maximum rate of interest permitted to be charged under law.

2.09. "DOT" means the Connecticut Department of Transportation.

2.10. "ESCALATION FACTOR" means one hundred three percent (103%).

2.11. "FISCAL YEAR" means the 12-month period comprising Town's fiscal year beginning July 1 and ending June 30.

2.12. "FORCE MAJEURE" means a natural disaster, storm, fire, earthquake, flood, insurrection, terrorist action, war, riot, strike, lock-out, inability to procure materials, failure of power or other reason of a like nature not the fault of the party whose act is delayed.

2.13. "HAZARDOUS OR SPECIAL SUBSTANCE" means any substance that may not be dumped in a land fill as general trash, any substance listed under the laws of the State or the United States as a hazardous waste, or any other substance whose use, presence or storage at the Leased Premises requires any person to comply with any environmental reporting or registration requirement under any law.

2.14. "MASTER LEASE" means the Lease Agreement dated January 31, 2002 between the Town and the DOT, Rail File No. (158) 7001-MISC-176, Agreement No. 3.29-02(01), a copy of which is recorded in the Westport Land Records at Volume 1994, Page 93.

2.15. "NOTICE" means only written notification given by one party to the other. Notice may only be given by: a form of US Mail in which the recipient is required to sign a receipt (such as certified, return receipt) or a nationally recognized courier service which requires the recipient to sign a receipt (such as Federal Express or UPS Next Day) and, in the case of Notice to Steam, delivery to the Leased Premises. All Notices will be effective on receipt, except in the case of delivery to the Leased Premises, in which event the Notice will be effective

as of the date of delivery. Notice must be given to the other party at the party's Notice Address, except in the case of Notice to Steam, which may always be given at the Leased Premises. The Notice Address for each party is the address listed in the Section 1.01(k), or to such other address designated by a party by Notice to the other party, provided, that the Town shall not be required to give Notice to more than one address, and if more than one address is specified, the Town may choose any one address of those designated by Steam.

2.16. *"RENT"* means all sums payable by Steam to Town under the provisions of this Sublease, including all Service Area Rent, Parking Rent and Additional Rent.

2.17. *"RULES AND REGULATIONS"* means the Rules and Regulations attached hereto as Exhibit B.

2.18. *"GREEN'S FARMS STATION"* means all of the real property and buildings on both the north and south sides of the railroad tracks leased by the Town from the State pursuant to the Master Lease.

2.19. *"SPECIFICATIONS AND COVENANTS"* means the Standard Railroad Lease Specifications and Covenants dated October 10, 2000 promulgated by the DOT, as amended from time to time.

2.20. *"STATE"* means the State of Connecticut.

2.21. *"TENANT UTILITIES"* means the following utilities or services with respect to the Building that are separately metered or accounted for by the utility/service provider: telephone, internet and other communication services.

2.22. *"TERM"* means the period of time during which Steam is entitled to possession of the Leased Premises in accordance with the provisions of this Sublease, but does not include any hold over period.

2.23. *"WAITING ROOM"* means the room within the Building comprised of the Common Area and the Service Area.

2.24. *"WALL STREET PRIME"* means the interest rate published by the *Wall Street Journal* as the base rate on corporate loans posted by at least 75% of the nation's 30 largest banks, or a similar substitute rate selected by Town if the foregoing rate is no longer published.

ARTICLE III LEASING OF LEASED PREMISES AND TERM OF SUBLEASE

3.01. *SUBLEASING OF LEASED PREMISES.* The Town hereby subleases the Leased Premises to Steam for the Term, subject to the conditions described in Section 3.02 and subject to the other provisions of this Sublease.

3.02. *THE MASTER LEASE AND SPECIFICATIONS AND COVENANTS.* This Sublease is and shall at all times be subject and subordinate to the Master Lease and the Specifications and Covenants. Except for those obligations and conditions of the Master Lease and Specifications and Covenants that are specific to the Town, the general terms and conditions of the Master Lease and the Specifications and Covenants shall apply to Steam.

3.03. *QUIET ENJOYMENT.* Upon payment by Steam of the Rent herein provided, and upon the observance and performance of all the covenants, provisions and conditions on Steam's part to be observed and performed, Steam shall peaceably and quietly hold and enjoy the Leased Premises for the Term without hindrance or interruption by Town or any person claiming by or through Town, except as expressly provided in this Sublease.

3.04. *USE OF THE COMMON AREA.* Steam shall have the non-exclusive right to use the Common Area in furtherance of Steam's business. Steam shall have the right to place tables and chairs in the Common Area for use by Steam's patrons. Steam shall not attempt to restrict the use of tables and chairs in the Common Area or any portion of the Common Area to Steam's patrons.

3.05. *ACCESSIBILITY OF THE COMMON AREA.* The Common Area shall remain accessible to

commuters at all times. Steam shall not create any barrier, wall or partition within the Common Area without the prior Approval of the Town's Chief of Police.

3.06. COMMENCEMENT DATE. The Term will begin on the Commencement Date set forth in Section 1.01(e).

3.07. CONDITION OF SERVICE AREA UPON DELIVERY TO STEAM. The Service Area shall be delivered to Steam on the Commencement Date in AS IS condition.

ARTICLE IV PAYMENT OF RENT

4.01. PAYMENT OF SERVICE AREA RENT. Steam shall pay the monthly Service Area Rent on the first day of each month during the Term, in advance. If the Commencement Date is a day other than the first day of a calendar month, then the monthly installment of Service Area Rent for that fractional month shall be prorated on a daily basis based upon a thirty (30) day month and Steam shall pay that prorated amount on the first day of the next calendar month.

4.02. PAYMENT OF PARKING RENT. Steam shall pay the annual Parking Rent on the first day of each July during the Term, in advance. If the Commencement Date is a day other than the first day of July, then the monthly installment of Parking Rent for the fractional 2013-2014 Fiscal Year shall be prorated on a daily basis based upon a 365 day Fiscal Year and Steam shall pay that prorated amount on the first day of the next calendar month.

4.03. PAYMENT OF OTHER CHARGES. Any charge other than Service Area Rent and Parking Rent shall be due in accordance with the Lease provision governing the charge.

4.04. ADDITIONAL PROVISIONS REGARDING PAYMENT OF RENT. All Rent shall be due and payable without any setoff or deduction to the Town at the times specified in this Article, above. If any installment of Rent is not paid within ten (10) days of its due date, Steam shall pay a late charge to the

Town equal to the greater of \$100 or 5% of the overdue payment. If the outstanding balance of Rent owed to the Town contains any amount that has not been paid within ten (10) days of its due date, then beginning on the eleventh (11th) day, the entire outstanding balance of Rent owed by Steam shall bear interest at the Default Rate, until the outstanding balance no longer includes any amounts not paid within ten (10) days of their due date. Any liability for unpaid Rent shall survive the termination of the Lease.

ARTICLE V UTILITIES

5.01. IN GENERAL. The Town will provide for access to electricity, telephone service and water to the perimeter of the Service Area. Steam will be responsible for the cost of all labor and materials associated with all utility connections to fixtures and equipment to be installed by Steam within the Service Area. The Town will be responsible for the cost of heating and air-conditioning the Waiting Room. The Service Area will not be separately metered for water and electricity. The Town will pay for the water and electricity consumed by with respect to the Service Area.

5.02. TENANT UTILITIES. Payment for Tenant Utilities is the obligation and responsibility of Steam. Accounts for all Tenant Utilities will be in Steam's name and Steam will pay the bills rendered by the utility/service providers by the due dates specified in the respective bills or invoices.

ARTICLE VI USE OF SERVICE AREA AND CONDUCT IN BUILDING AND PARKING AREA

6.01. PERMITTED USES. Steam and any permitted assignee shall use the Service Area for the sole and exclusive purpose described in Section 1.01(g) and for no other purpose. The use of the Service Area shall also be in accordance with all applicable laws, statutes, regulations, codes and ordinances.

6.02. COMPLIANCE WITH RULES AND REGULATIONS. Steam shall comply at all times with

the Rules and Regulations. The Town may amend the Rules and Regulations from time to time in order to better regulate the affairs of Green's Farms Station, protect the rights of the Town, the DOT and other tenants at Green's Farms Station and to promote the safety and well being of the public visiting Green's Farms Station. Steam agrees to abide by all amendments to the Rules and Regulations reasonably adopted by the Town of which Steam has received Notice.

6.03. ALTERATIONS AND IMPROVEMENTS.

Steam shall not cause any alteration or improvement to be made to the Waiting Room unless Steam has obtained the Town's prior Consent and the work is consistent in design and style with the historical aesthetic of the Building. Approval of the DOT may also be required. The Town may condition its Consent upon the delivery of performance and/or labor and material payment bonds or other security for Steam's payment of the cost of the alterations or improvements. Prior to the commencement of any alteration or improvement by any contractor, Steam will deliver to the Town a certificate of insurance for each contractor, showing public liability coverage, workers' compensation coverage and any other coverage reasonably required by Town, which certificate names Town as an additional insured and provides that the coverage will not be canceled or not renewed without at least fifteen (15) days' advance Notice to Town. All work performed by or through Steam shall be performed in full compliance with all laws, codes and regulations and shall be carried out in a prompt and workmanlike manner. Steam shall promptly pay all contractors and materialmen hired by Steam to furnish any labor or materials which may give rise to the filing of a mechanic's lien against Green's Farms Station attributable to alterations and improvements done by or through Steam.

6.04. STEAM'S GENERAL COMPLIANCE WITH LAWS. Steam shall, at Steam's sole cost and expense, comply with all of the requirements of all statutes, regulations and ordinances now in force or which may hereafter be in force and not being reasonably disputed by Steam pertaining to Steam's use of the Leased Premises and any act therein or thereon by Steam. Specific reference is made to

Steam's duty to comply with all state, federal and municipal statutes, regulations and ordinances concerning environmental protection and Steam's conduct at Green's Farms Station. Steam shall indemnify and hold the Town harmless from and against any damage, liability, cost and/or expense which the Town may suffer by reason of Steam's failure to comply with statutes, regulations and ordinances governing Steam's conduct at Green's Farms Station.

6.05. SIGNAGE.

Steam will not place or maintain, or cause to be placed or maintained, on any portion of the Building or any portion of Green's Farms Station any sign or advertising matter without the Town's Consent. Written consent of the DOT may also be required. Any sign placed by Steam will be unlighted and consistent in character with the historical aesthetic of the Building and Green's Farms Station.

6.06. FURNITURE AND WINDOW TREATMENTS.

Steam shall obtain the Town's Consent before placing any furniture or window treatments, including, without limitation, tables, chairs, curtains and blinds within the Waiting Room. The Town desires that tables, chairs and window treatments be consistent in character with the historical aesthetic of the Building.

6.07. ENVIRONMENTAL COMPLIANCE.

Steam will not under any circumstances cause or permit the depositing, spillage or seepage of any Hazardous or Special Substance in any area of the Building or Green's Farms Station other than an in an area and in a manner which is in strict compliance with all laws and which is Approved in advance by Town. Steam will not use, store, generate or dispose of any substance in any manner which would cause the Building to be classified as an Establishment under the laws of the State. Steam will indemnify Town from and against any loss, cost, damage, fines, testing deemed reasonably necessary by Town or any other expense incurred by Town as a result of any violation of any environmental law or this Section by Steam or any agent, servant, employee or contractor of Steam.

6.08. HOURS OF OPERATION. Steam will be open for business to the public from at least 5:30 a.m to 10:00 a.m., Monday through Friday, excluding legal holidays (the "Minimum Hours"). Steam acknowledges the authority of the Town's Chief of Police to designate and modify, from time to time, the time each morning when the Building will be opened to the public and the time each afternoon/evening when the Building will be closed to the public. Steam will not open for business prior to the Building opening time or after the Building closing time, so designated, without the prior Approval of the Town's Chief of Police. Between the Building opening time and the Building closing time, so designated, Steam may be open for business to the public for as many hours as Steam wishes. Steam shall, however, give Notice to the Town's Chief of Police prior to each change in its hours of operation. Notwithstanding the foregoing, with the prior Approval of the Town's Chief of Police, Steam may open for business for special events, such as car shows and running races.

6.09. OTHER OBLIGATIONS AND DUTIES OF STEAM. Steam will conform Steam's conduct to the following standards and will perform the following duties, all in a prompt, diligent and workmanlike manner, at Steam's sole cost and expense.

(a) Steam will be responsible for cleaning the Waiting Room. Without limiting the generality of the foregoing, Steam will, as frequently as necessary to keep the Waiting Room in a clean and neat condition: wipe down all tables and chairs; vacuum the floor; clean up all spilled food and beverages; and remove all trash, discarded paper goods, cups, plastic utensils, wrappers, crumbs, discarded food, discarded beverages and the like.

(b) Steam will empty all trash containers within the Waiting Room with such frequency as is consistent with the operation of Steam's business in a first class manner, which will include placing general trash in the secured plastic trash bags for pick up by the Town. Trash containing left over and discarded food or beverages shall be double-bagged. Steam will deposit all recyclables in a bin or bins that will be furnished by the Town at Steam's request.

(c) Steam will, at all times, maintain and operate its food service business in compliance with all applicable standards and requirements of the Connecticut Department of Public Health, the Westport/Weston Health District, the Westport Fire Marshall and all applicable federal, state and local regulations.

(d) All food preparation is to be done off-site. Steam shall serve only food that is prepared off-site. Toasting, re-heating and application of condiments to foods that are otherwise prepared off-site is permitted provided that Steam complies with all applicable standards and requirements (see Section 6.09(c)).

(e) Steam will install and maintain, at Steam's sole expense, adequate food warming and refrigeration equipment to insure the freshness and safety of all food served and as required to meet Department of Public Health regulations.

(f) Steam will keep the Service Area in good repair and promptly notify the Town of any needed repair work. All repair work in the Service Area shall be performed by the Town or the Town's contractors at the Town's expense. Notwithstanding anything herein to the contrary, Steam shall reimburse the Town for the cost of any and all repairs to the Building necessitated by any negligent or willful act or omission of Steam, Steam's customers, employees, agents or contractors, by delivering to the Town payment in full within three (3) weeks of receipt of the Town's invoice.

(g) Steam will comply with the regulations established by the Westport Traffic Authority and Westport Board of Selectmen governing use of the parking areas at Green's Farms Station.

6.10. RESTRICTIONS AND LIMITATIONS ON STEAM'S CONDUCT. Steam agrees to abide by the following restrictions and limitations.

(a) Steam will not install any grill, cooking appliance, exhaust hood or food preparation equipment except as follows. With the prior Approval of the Town's Chief of Police, Steam may install one or more toasters, a convection oven, a

microwave, one or more soup warmers, one or more display cases, a refrigerator, one or more coffee/tea brewers, an ice machine, an espresso machine and an espresso grinder. Steam shall keep all of its equipment within the boundaries of the Service Area at all times. The installation and use of all equipment by Steam shall comply in all respects with applicable standards and requirements (See Section 6.09(c)).

(b) Steam will not cause or permit the playing of any musical instruments, loudspeakers, stereo systems, public address systems or similar devices in any manner so as to be audible outside of the Waiting Room.

(c) Steam will not place any trash anywhere at Green's Farms Station except in secured bags deposited in a location designated by the Town.

(d) Steam will not place any dumpster, trash receptacle or recyclable receptacle anywhere on the grounds of Green's Farms Station.

(e) Steam will not cause or permit to emanate from the Building any objectionable odor, as determined in Town's reasonable discretion. The aromas of fresh brewed coffee and fresh baked goods will not be deemed objectionable.

(f) Steam will not do anything which unreasonably interferes with the use and peaceful enjoyment of any other subtenant of the Building.

(g) Steam will not permit the parking of any vehicles in any manner which interferes with the drives, sidewalks, pedestrian walkways, crosswalks, fire lanes and any other areas desired to be kept clear by the Town.

(h) Steam will not keep, use, sell or offer for sale in or upon the Leased Premises any article which may be prohibited by the standard form of fire insurance policy.

(i) Steam will not use the Leased Premises for any purpose prohibited by law.

ARTICLE VII

TOWN'S RIGHT TO PERFORM WORK

7.01. TOWN'S RIGHT TO PERFORM WORK

The Town shall have the right to undertake the following activities in the Building and at Green's Farms Station: construction of additions to the Building and additional buildings; demolition of additional buildings; excavation for the purposes of the above and/or installing or repairing utility lines; and remodeling of the exterior and interior of the Building. In undertaking any of the foregoing activities, the Town shall take reasonable precautions to limit interference with Steam's use of the Leased Premises or access thereto.

ARTICLE VIII INSURANCE, INDEMNIFICATION, WAIVERS, ETC.

8.01. *INSURANCE COVERAGES.* Steam shall purchase and maintain for the duration of its occupancy of the Leased Premises the following insurance.

(a) Commercial General Liability Insurance with limits of insurance no less than \$1,000,000 for each occurrence and \$2,000,000 in the aggregate covering bodily injury and property damage resulting from personal & advertising injury, products and completed operations and operations of the Steam. The policy shall: (i) name the Town, the State and Metro North Commuter Railroad Company as additional insureds; (ii) be underwritten on an occurrence basis; (iii) be primary and not contribute in any way to any insurance, deductible or self insured retention carried by the Town, State or Metro North Commuter Railroad Company; (iv) contain contractual liability coverage within the policy form; and (v) provide for not less than thirty (30) days' prior Notice to the Town in the event of cancellation, non-renewal or material change in coverage.

(b) Commercial Automobile Insurance for any owned automobiles used in the conduct of Steam's business in the amount of \$1,000,000 per accident covering bodily injury and property damage on a combined single limit basis. Such coverage

shall also include hired and non-owned automobile coverage.

(c) Workers' Compensation Insurance in an amount not less than that required by law with employer's liability limits for at least the amounts of liability for bodily injury by accident of \$100,000 each accident and bodily injury by disease of \$100,000 and a policy limit of \$500,000.

8.02. ADDITIONAL INSURANCE REQUIREMENTS.

Each insurance policy procured by the Steam under this Sublease shall be underwritten by an insurance company licensed to do business in the State. All deductibles shall be declared and are subject to the approval of the Town. Upon signing of this Sublease and thereafter, from time to time, within ten (10) days of the Town's request, Steam shall deliver to the Town evidence satisfactory to the Town that each of the above policies is in effect. In most cases, a standard form certificate of insurance will suffice. The Town reserves the right, however, to require Steam to deliver a copy of the policy.

8.03. STEAM'S COMPLIANCE. Steam shall not carry any stock of goods or do anything in or about the Leased Premises which will in any way impair or invalidate the obligation of any policy of insurance. Steam shall, at its own cost and expense, comply with all of the rules and regulations of the Fire Insurance Rating Organization having jurisdiction, or any similar body.

8.04. INDEMNIFICATION AND HOLD HARMLESS COVENANTS. Except for acts or omissions of the Town or its employees or agents, Steam shall defend, pay, indemnify and save free and harmless the Town, and any fee owner or ground or underlying lessors of the Leased Premises, from and against any and all claims, demands, fines, suits, actions, proceedings, orders, decrees and judgments of any kind or nature by or in favor of anyone whomsoever and from and against any and all costs and expenses, including attorneys' fees, resulting from or in connection with loss of life, bodily or personal injury or property damage arising, directly or indirectly, out of or from or on account of any occurrence, in, upon, about, at, or from the Leased

Premises or occasioned wholly or in part through the use and occupancy of the Leased Premises or by any act or omission of Steam or any subtenant of Steam, or their respective employees, agents, contractors or invitees, in, upon, about, at, or from the Leased Premises.

8.05. RISKS TO PERSON AND PROPERTY.

Steam and all those claiming by, through or under Steam shall store their property in and shall occupy and use the Leased Premises solely at their own risk and Steam and those claiming by, through or under Steam release the Town from any and all claims of every kind, including loss of life, personal or bodily injury, damage to merchandise, equipment, fixtures or other property, or damage to business or for business interruption, arising directly or indirectly, out of or from or on account of such occupancy and use or resulting from any present or future condition or state of repair. The Town and its agents or employees shall not be responsible or liable at any time to Steam, or to those claiming by, through or under Steam, for any loss of life, bodily or personal injury, or damage to property or business, or for business interruption, that may be occasioned by or through the acts, omissions or negligence of any other persons.

8.06. DEFECTS, LEAKS, WEATHER, UTILITY INTERRUPTIONS, ETC.

The Town and its agents and employees shall not be responsible or liable at any time for any defects, latent or otherwise, in the Leased Premises or any of the systems, equipment including plumbing, heating or air conditioning, electrical wiring or insulation, stairs, railings or walks, machinery, utilities, appliances or apparatus, nor shall Town be responsible or liable at any time for loss of life, or injury or damage to any person or to any property or business of Steam, or those claiming by, through or under Steam, caused by or resulting from the bursting, breaking, leaking, running, seeping, overflowing or backing up of sewer pipes, downspouts, tanks, water closets, waste pipes, drains or other pipes, or caused by water, steam, gas, sewage, snow or ice in any part of the Leased Premises, or caused by or resulting from injury done or occasioned by wind, rain, snow or leakage of water or from the interruption in the supply of any

utilities, natural occurrences or the elements, or resulting from any defect or negligence in the occupancy, construction, operation or use of any structure or improvements on or in the Leased Premises, or any of the equipment, fixtures, machinery, appliances or apparatus on the Leased Premises or from broken glass, water, snow or ice coming through the roof, doors, windows, walks or other place or the falling of any fixtures, plaster, tile, stucco or other matter, or any equipment or appurtenance becoming out of order or repair or interruption of any service.

**ARTICLE IX
ASSIGNMENT AND SUBLEASING**

9.01. SUBLEASING PROHIBITED. CONSENT REQUIRED FOR ASSIGNMENT. Subleasing is strictly prohibited. Steam shall not assign this Sublease without the prior written Consent of Town, which will not be unreasonably withheld or delayed. It shall not be unreasonable for the Town to withhold Consent to an assignment to any party intending to engage in any business activity other than the Approved Use. Assignment is subject also to the prior written Consent of the DOT. Prior to any assignment, Steam shall give Notice to the Town of the proposed assignee and the terms of the proposed assignment, and upon request of the Town, Steam will provide the Town with any other information reasonably requested by the Town for the purpose of evaluating the proposed assignee. The Consent by Town to any assignment shall not constitute a waiver of the necessity for Consent to subsequent assignment. Assignment shall include a sale of substantially all of the assets of Steam, a Change of Control and an assignment by operation of law (attachment of Steam's interest in the leasehold, for example). Unless the Town gives Consent to the release of Steam, no assignment or acceptance of any rent from any party in possession of the Leased Premises shall constitute a release of Steam from the obligations under this Sublease. By accepting the assignment of this Sublease, any assignee assumes all obligations of Steam to the Town from and after the date of the assignment, jointly and severally with Steam. Any attempted assignment by Steam without the prior Consent of the Town shall be void.

9.02. TOWN'S RIGHTS ON PROPOSED ASSIGNMENTS. If Steam gives Town Notice of any proposed assignment of the Leased Premises, then, in addition to the Town's rights under Section 9.01, the Town may, by Notice to Steam, terminate this Sublease by lapse of time, effective on the date specified in the Town's termination Notice. The Town's termination Notice under this Section may only be given within thirty (30) days after Notice of the proposed assignment from Steam, unless, within fifteen (15) days after the Notice from Steam, the Town makes a request to Steam for further information with which to evaluate the proposed assignee, in which event the time within which Town may give Notice of termination shall be extended to thirty (30) days after Steam has provided the further information to Town. The Town's termination Notice must specify an effective date for the termination, and if the termination Notice is given, this Sublease shall come to an end by lapse of time as if the Term had always expired on the effective date of the termination, and provided Steam has vacated the Leased Premises in accordance with the provisions of this Sublease, Steam shall be deemed to be released from any further liability or obligations of Steam under this Sublease arising from and after the date Steam has vacated.

**ARTICLE X
SECURITY DEPOSIT**

10.01. STEAM'S SECURITY DEPOSIT. Steam's Security Deposit is due and payable to the Town upon execution of this Sublease. The Security Deposit shall be security for the full and faithful performance of all obligations of Steam under this Sublease. The rights and remedies reserved to the Town under this Sublease are cumulative, and in the event of a default by Steam, the Town shall not be required to resort to the Security Deposit before exercising any other remedy available to the Town under this Sublease or by law. The Security Deposit will be refunded without interest to Steam within forty five (45) days following the expiration of this Sublease, except to the extent the Security Deposit has been applied to any damages of the Town on account of Steam's failure to comply with any

obligation of Steam under this Sublease. In no event, except when the Town elects at the Town's sole option to do so, may Steam set off or apply any part of the Security Deposit against any Rent.

**ARTICLE XI
CASUALTY DAMAGE, THEFT AND
VANDALISM**

11.01. DAMAGE OR DESTRUCTION.

(a) Steam shall give prompt Notice to the Town of any damage by Casualty to the Building. During the sixty (60) day period following the occurrence of a Casualty (the "Notice Period"), the Town will notify Steam of the Town's estimate of the period of time required to complete the restoration work. If the Building is so damaged or destroyed by Casualty that Steam does not have reasonably convenient access to the Service Area and the Common Area and if, in the reasonable judgment of the Town, the damage or destruction can be repaired within six (6) months (or, if sooner, by the expiration date of the Initial Term or the Extension Period, as applicable), then the Town shall so notify Steam and the Town shall proceed to repair the damage or destruction with reasonable diligence. If the Building is so damaged or destroyed by Casualty that Steam shall not have reasonably convenient access to the Service Area and the Common Area and if, in the reasonable judgment of the Town, the damage or destruction cannot be repaired within six (6) months (or, if sooner, by the expiration date of the Initial Term or the Extension Period, as applicable), then either party shall have the right to terminate this Sublease by giving Notice to the other within the period of eight (8) to ten (10) weeks after the occurrence of the Casualty. If neither party elects to terminate the Sublease pursuant to the preceding sentence, then the Town shall repair the damage or destruction with reasonable diligence.

(b) If the Town begins repairs does not complete the repairs within six (6) months after the expiration of the Notice Period, then Steam shall have the right to terminate this Sublease by giving Notice to the Town within three (3) weeks after the end of that six (6) month period; provided however, that: (i) if the reconstruction period estimated by the

Town in Section 11.01(a) is more than six (6) months and neither party terminates this Sublease on account thereof, then the six (6) month period in this Section 11.01(b) shall be extended to be the reconstruction period so estimated by the Town plus six (6) weeks; and (ii) if the completion of repairs is delayed by causes beyond the Town's control, including Force Majeure, then the time for completion shall be extended by the period of such delay.

11.02. ABATEMENT OF RENT. Service Area Rent, Parking Rent and Additional Rent shall be abated in their entirety during the period, if any, following any Casualty, during which Steam does not have reasonably convenient access to the Service Area and Common Area provided that Steam does not conduct any business operations in any portion of the Building. If any *portion* of the Service Area or Common Area is rendered unfit for use and occupancy by reason of such Casualty and Steam does not conduct any business operations in that portion of the Service Area and Common Area, then Rent shall be abated proportionately, effective as of the date of the Casualty until the Town has substantially completed the repairs.

11.03. STEAM'S RESPONSIBILITY. Notwithstanding anything in this Article XI to the contrary: (a) Steam shall be responsible to promptly restore any portion of Service Area constructed or installed by Steam; and (b) the Town shall not be obligated to restore or replace any property of Steam.

11.04. NO LIABILITY FOR THEFT AND VANDALISM. Steam acknowledges that the Town will have the right to require that the Waiting Room remain as an "open air" space, free from floor to ceiling walls and partitions. Steam will not install any wall or partition, lockable or otherwise, between the Service Area and the Common Area without the Town's prior Approval. Steam will be responsible for removing from the Building or otherwise securing all moveable equipment and personal property so as to safeguard it against theft and vandalism. All personal property and equipment of Steam at Green's Farms Station shall be kept at Steam's own risk, and the Town shall not be responsible for any theft or vandalism of Steam's property or any property of

any agent, employee, contractor, customer or invitee of Steam, unless the theft is committed by an agent of the Town and Steam shall indemnify and hold the Town harmless from any claim against the Town by any agent, employee, contractor, customer or invitee of Steam based upon any allegation of theft or vandalism for which the Town's liability is disclaimed under this Section.

ARTICLE XII DEFAULTS AND ENFORCEMENT

12.01. EVENTS OF DEFAULT BY STEAM.

Steam will be in default of Steam's obligations under this Sublease upon the happening of any of the following.

(a) Steam's failure to pay Rent within five (5) business days after Notice to Steam that the payment has not been received by the Town on or before its due date.

(b) Steam's failure to cure within thirty (30) days after Notice to Steam the noncompliance by Steam with any other obligation of Steam under this Sublease, except that in the case of an obligation not capable of being cured within said thirty (30) day period (determined without regard to the cost or ability to pay for compliance), Steam will not be in default as long as Steam has commenced the cure of the non compliance reasonably promptly after the Notice and is continuously thereafter diligently proceeding to complete the cure.

12.02. REMEDIES ON ACCOUNT OF DEFAULT.

In the event of default by Steam, the entire Service Area Rent, Parking Rent and Additional Rent for the remainder of the Term will be immediately due and payable, the Town may terminate this Sublease and recover possession of the Leased Premises, and the Town may exercise any other remedy available under the law to a landlord on account of a breach of lease by a tenant.

12.03. COSTS OF ENFORCEMENT. The Town shall be entitled to reimbursement from Steam of the reasonable costs of enforcement of this Sublease incurred by Town (including a reasonable attorney's fee) in any action or proceeding brought by the Town

to enforce the provisions of this Sublease on account of any failure of Steam to adhere to Steam's obligations under this Sublease, provided that the Town prevails in such action or proceeding. All such costs shall be deemed Additional Rent.

12.04. JURY WAIVER, FORUM AND VENUE.

The Town and Steam waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other on any matters whatsoever arising out of or in any way connected with this Sublease, the relationship of Town and Steam, Steam's use or occupancy of the Leased Premises, and any claim of injury or damage. In any dispute between the parties relating to the tenancy hereby created, the exclusive forum for any such legal action shall be the State court hearing landlord and tenant disputes, with venue based on the location of the Leased Premises and not the residence or location of the parties.

ARTICLE XIII VACATING AT END OF TERM, HOLDING OVER

13.01. VACATING LEASED PREMISES AT END OF TERM. At the expiration of the Term, whether by lapse of time or for any other reason, Steam will surrender the Leased Premises to the Town. The condition of the Service Area upon the surrender shall be broom clean, free of all personal property and in good repair, reasonable wear and tear excepted. All motor vehicles shall be removed from the Parking Area. All keys to any partitions or lockers shall be turned over to Town upon the surrender and Steam shall provide the Town with any other means for opening any other locks in the Service Area upon the surrender. Prior to the surrender, Steam shall: (a) remove all of Steam's trade fixtures, unless Town has granted Consent to the retention of any trade fixture; (b) remove any alteration that was made in the Waiting Room by Steam without Town's Approval; and (c) repair and/or restore the Waiting Room as a result of any removal of any fixture or improvement removed by Steam. Without diminishing Steam's responsibility to remove items from and repair damage in the Waiting Room at the end of the Term, if, prior to

Steam's vacating of the Leased Premises, Steam fails to remove any personal property, trade fixture or improvement that it is Steam's responsibility to remove, all such items will become the property of the Town.

13.02. HOLDING OVER. If Steam holds over beyond the end of the Term with the Consent of the Town, then the provisions of the hold over tenancy shall be the same provisions set forth in this Sublease governing the rights and obligations of the parties during the Term, except that: (a) the tenancy shall be on the basis of a month to month tenancy, terminable by the Town immediately by issuance of a notice to quit possession; (b) there shall be no rights or options in Steam to extend the Term, increase or decrease the size of the Leased Premises, purchase any portion of Green's Farms Station, exercise any right of refusal to any leasing or sale of any portion of Green's Farms Station or any similar rights that may have been in effect during the Term; and (c) the Service Area Rent and Parking Rent for the hold over shall be the Service Area Rent and Parking Rent in effect immediately prior to the end of the Term, which shall be increased in the same manner as the Service Area Rent and Parking Rent had been increased by any formula or with any regular frequency during the Term. If Steam does not vacate the Leased Premises on or before the end of the Term and does not have the Town's Consent to remain in the Leased Premises, the failure to vacate shall not be treated as a hold over for any further term and the use and occupancy damages for which Steam will be liable during any such period of occupancy will be the amount that would have been payable as Additional Rent had this Sublease remained in effect during the period of occupancy plus an amount equal to one and half times (1½ X) the Service Area Rent and Parking Rent in effect at the end of the Term.

ARTICLE XIV MISCELLANEOUS PROVISIONS

14.01. NO WAIVER OF OBLIGATIONS. The waiver by the Town or Steam of any breach by or obligation of the other party of any provision in this Sublease shall not be deemed to be a waiver of any other breach or obligation. The acceptance of any

Rent by the Town or the payment thereof by Steam shall not be deemed to be a waiver of any breach by any party. No payment by Steam or receipt by the Town of any payment which is less than the amount due shall be deemed to be a waiver of any right to obtain payment of the full amount due, and the Town may apply any payment by Steam to any charge owed by Steam to the Town under the provisions of this Sublease, and no restrictive endorsement, statement of Steam or any other attempt by Steam to restrict the application of the payment in any contrary manner shall be operative or effective, and no endorsement on any check or payment made by or on the behalf of Steam shall be deemed as any accord and satisfaction for any obligation, other than satisfaction of the charge to which the Town has applied the payment. No waiver of any breach or obligation of any party shall be effective unless in writing by the party charged with the waiver.

14.02. ENTIRE AGREEMENT. This Sublease, including any exhibits and schedules attached to it or referenced by it, constitute the entire agreement between the parties as to this leasing, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between the parties other than those contained in or specifically referenced by this Sublease. No subsequent alteration, amendment, change or addition to this Sublease shall be binding upon either party unless in writing by the party to be charged.

14.03. SEVERABILITY. The provisions of this Sublease are severable, and if any provision shall be determined to be invalid or unenforceable, the provision shall be enforced to the extent permitted by law and, to the extent any provision or portion thereof remains unenforceable or invalid, it shall be severed from this Sublease and the remainder of the Sublease shall be valid and enforced to the fullest extent permitted by the law.

14.04. HEADINGS NOT TO LIMIT EFFECT OF SUBLEASE. The headings for the articles and sections of this Sublease are inserted for ease of reference only and no such heading shall be interpreted to limit the operation of any language contained in the article or section following the

heading. All language in this Sublease shall be given its full operative effect, regardless of the article or section in which it is located and regardless of its location, proximity or lack of proximity to any other related or unrelated provisions.

14.05. FORCE MAJEURE. If the Town or Steam is delayed in, hindered in, or prevented from, the performance of any act required under the provisions of this Sublease, except for the payment of money, by reason of Force Majeure, then as long as the party whose act is delayed is using best efforts to avoid the delay and the effect of the Force Majeure, then performance of such act shall be excused for the period of the delay.

14.06. TOWN'S ENTRY INTO SERVICE AREA. The Town and the Town's agents shall have the right to enter into and upon the Service Area at all reasonable hours, upon reasonable advance written or oral notice to Steam, for the purpose of examining the Service Area or making alterations. The Town's entry under this Section may be made at any hour and without notice in the case of emergency.

14.07. CHOICE OF LAW. Connecticut law shall apply to all state law matters arising under this Sublease.

14.08. TOWN OFFICIALS. Wherever in this Sublease reference is made to an official of the Town of Westport (e. g., First Selectman, Chief of Police), that reference shall be deemed to include any official with a different title who assumes substantially the same duties as the referenced official. By way of example, under a mayoral form of municipal government, "Mayor" would be substituted for "First Selectman". In addition, upon Notice to Steam, the Town may make a substitution for any official referenced in this Sublease. By way of example, the Town may substitute "Deputy Police Chief" for "Chief of Police".

ARTICLE XV OPTION TO EXTEND

15.01. THE EXTENSION OPTION. The Town grants to Steam an option to extend this Sublease (the

"Extension Option"). The Extension Option shall be for a five (5) year period (the "Extension Period") The following terms and conditions shall apply to the Extension Option.

(a) No Assignment or Sublease. The Extension Option may not be exercised by or assigned, or otherwise transferred to any person or entity voluntarily or involuntarily. If Steam assigns any of its interest in this Sublease or subleases any portion of the Leased Premises, the Extension Option shall terminate immediately without the need for any act or notice by either party to be effective.

(b) Manner of Notice. Steam shall deliver to the Town Notice of the exercise of the Extension Option not later than nine (9) months prior to the expiration of the Initial Term. If the Extension Notice is not so delivered, then the Extension Option shall automatically expire.

(c) Effect of Default. Steam's right to exercise the Extension Option shall be suspended at the election of Town during any period in which an event of default under Article XII has occurred and remains uncured, but the period of time within which the Extension Option may be exercised shall not be extended. Notwithstanding Steam's due and timely exercise of the Extension Option, if, after such exercise and prior to the effective date of the Extension Option, an event of default occurs under Article XII that is not cured within the applicable grace period, if any, the Town shall have the right to cancel Steam's exercise of the Extension Option by delivery of Notice to Steam.

(e) New Rent. The monthly Service Area Rent for the first year of the Extension Period shall be equal to the monthly Service Area Rent for the last year of the Initial Term multiplied by the Escalation Factor. For each year of the Extension Period after the first year, the Service Area Rent shall be determined by multiplying the Service Area Rent for the preceding year by the Escalation Factor. The Parking Rent for the Extension Period shall be measured by reference to the WTA Rate in the manner described in Section 1.01(i). During the

Extension Period, all of the other terms, conditions and covenants of this Sublease shall apply.

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IN WITNESS WHEREOF, each party has caused this Sublease to be executed on the date below written, the date of the Lease being as of the date set forth on Page 1, if different than the date of execution for either party.

CHEF BRIANA LLC

Signature _____

Name _____

Title _____

Date _____

TOWN OF WESTPORT

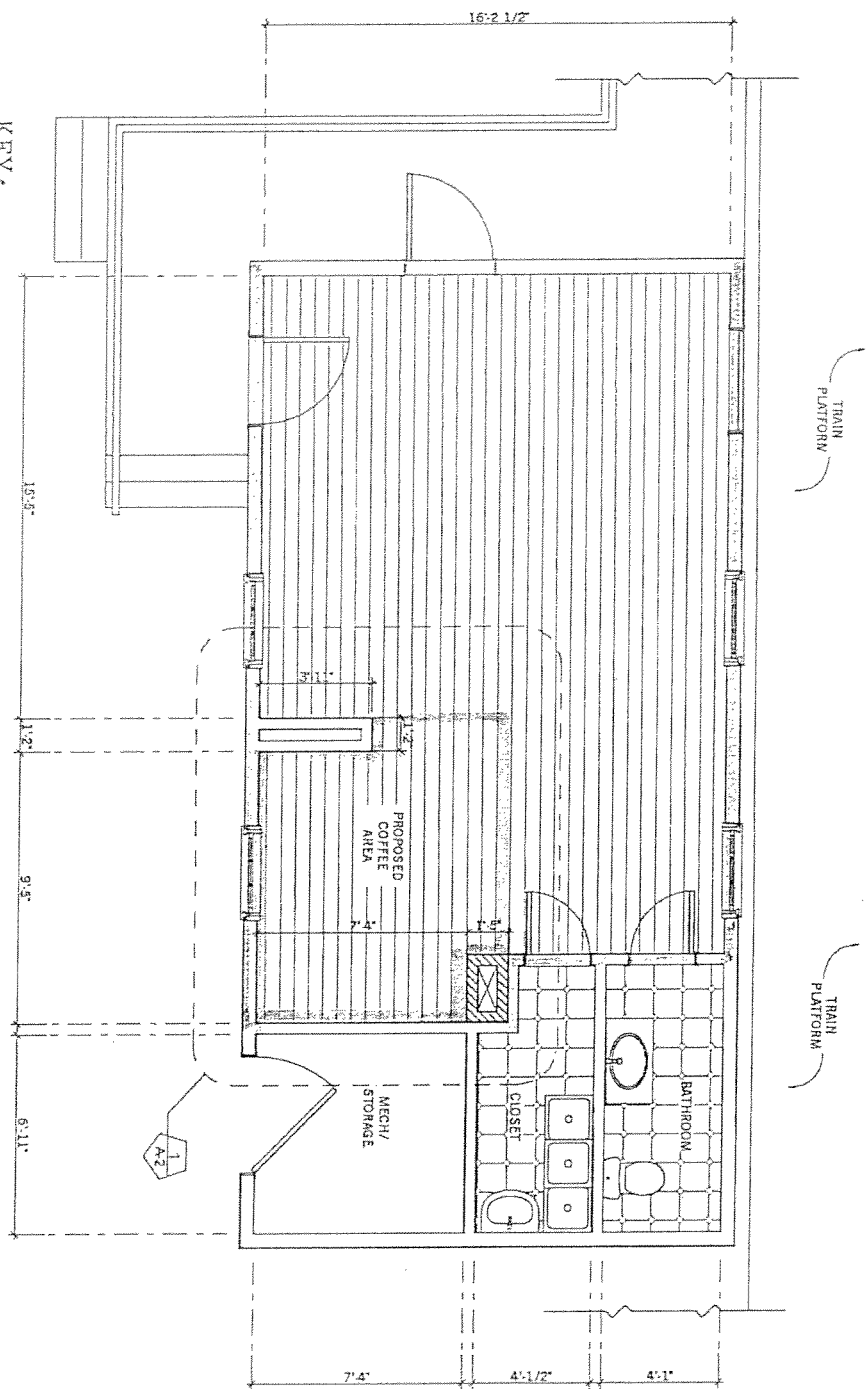
Signature _____

Name _____

Title _____

Date _____

EXHIBIT A
GREEN'S FARMS STATION



KEY:
 INDICATES THE SERVICE AREA BOUNDARY
 INDICATES THE WAITING ROOM BOUNDARY

STEAM COFFEE BAR
 WESTPORT CT
 5-6-13
 SCALE: 1/4" = 1'-0"
 DRAWN BY: CHRIS SOTIRE

EXISTING BRICK WALL
 EXISTING WALL

A-1

EXHIBIT B

RULES AND REGULATIONS FOR SUBTENANTS OF GREEN'S FARMS STATION

1. Sidewalks, driveways, crosswalks, parking areas, entrances, stairwells and lobbies shall not be obstructed or used for any purpose other than ingress and egress.
2. No awnings, banners or flags shall be erected or installed without the prior Consent of the Town.
3. No tents or canopies shall be assembled or installed without the prior Consent of the Town.
4. No satellite dishes, radio or television aerials or antennae of any type shall be installed without the prior Consent of the Town.
5. No curtains blinds, shades or screens shall be attached to any window or door of the Building without the prior Consent of the Town.
6. No sashes, windows, heating, ventilating and air conditioning vents and doors that admit light or air into the Building shall be covered or obstructed.
7. No merchandise, display racks, bottles, packages, parcels, or other articles shall be placed outside of the Building.
8. No display racks, show cases or other articles shall be put in front of or affixed to any part of the exterior of the Building.
9. Restrooms, sinks, toilets and plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags, or other debris shall be thrown in them. The cost of repairing damage resulting from any misuse of restrooms and plumbing fixtures shall be the responsibility of the subtenant whose staff, employees, customers, contractors or visitors caused the damage.
10. No subtenant shall lay any floor covering.
11. No bicycles, vehicles, or animals of any kind shall be brought into or kept in the Building. An exception applies for wheelchairs and guide dogs, which are permitted.
12. Subtenants, their customers, contractors, visitors and guests shall not make or permit any disturbing noises in the Building or permit anything to be done that will interfere with the rights, comforts or convenience of other subtenants. Subtenants shall not play any musical instruments or operate radios, stereos, televisions, or other amplified

devices so as to disturb or annoy anyone inside or outside the Building. Noisy or disorderly conduct that annoys or disturbs other subtenants is prohibited.

13. No subtenant shall bring or keep in the Building any inflammable, combustible or explosive fluid, or chemical substance, other than reasonable amounts of cleaning supplies required in the normal operation of the subtenant's business.
14. No additional locks or security alarms of any kind shall be placed upon any of the doors or windows by any subtenant, nor shall any changes be made in existing locks.
15. The Building shall not be used for lodging or sleeping or for any immoral or illegal purpose.
16. Subtenants must comply with any and all recycling programs established pursuant to State or municipal law, regulation or ordinance.
17. The Building is a smoke-free environment. Smoking is not permitted in the Building. For those choosing to smoke outdoors, cigarette butts are not to be discarded on the grounds of Green's Farms Station. With respect to the smoke-free policy, subtenants are responsible for the compliance of their employees, agents and contractors.
18. The Town is not responsible for the non-compliance by any other subtenant or occupant of the Building with any of the Town's rules and regulations.
19. If and to the extent that the above rules conflict with any of the rights or obligations of a subtenant pursuant to the provisions of the subtenant's sublease, then the provisions of the subtenant's sublease shall govern.

7

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Department	Project Name	Category	Source of Funds	2013-2013	2014-2014	2015-2015	2016-2016	2017-2017	2018-2018	Total
130	Reconstruct Staples Tennis Courts (Total Cost 320k Balance included in Board of Education capital budget)	MAINT	Bond	160,000						160,000
131	Coleytown Elementary School	MAINT	Bond		675,000					675,000
132	Replace Pitched Asphalt 3rd Tee Shingled Roof (1968 & 1994)	EXPAND	Bond		1,500,000					1,500,000
133	Replace All Windows Window Coverings and Exterior Doors Phase II	MAINT	Bond		832,000					832,000
134	Replace All Windows Window Coverings and Exterior Doors Phase III	MAINT	Bond		200,000					200,000
135	Locker Room to Classroom Conversion	EXPAND	Bond			200,000				200,000
136	Repave Parking Lot and Replace Curbing	MAINT	Bond							
137	Coleytown Middle School	MAINT	Bond		1,000,000					1,000,000
138	Coleytown Elementary School	MAINT	Bond		100,000					100,000
139	Music Room Conversion	EXPAND	Bond							
140	King's Highway Elementary School	MAINT	Bond							
141	Replace Boilers and Boiler Feed Equipment - 1993	MAINT	Bond							
142	Long Lots Elementary School	MAINT	Bond							
143	Replace All Windows Window Coverings and Exterior Doors Phase III	MAINT	Bond							
144	Replace All Windows Window Coverings and Exterior Doors Phase III	MAINT	Bond							
145	Sangaback Elementary School	MAINT	Bond							
146	Flat Roof (replace 85,000 sq. ft. and add drains) - 1994	MAINT	Bond							
147	Coleytown Middle School	MAINT	Bond							
148	Replace Auditorium HVAC System	MAINT	Bond							
149	Replace Locker Room AHU's	MAINT	Bond							
150	Slaples High School	MAINT	Bond							
151	Boiler Replacement - 1975 (Wet McClain)	MAINT	Bond							
152	Coleytown Elementary School	MAINT	Bond							
153	Replace Classroom Lighting including Occupancy Sensors	EXPAND	Bond							
154	Air Condition Gymnasium & Cafeteria	EXPAND	Bond							
155	Green's Farms Elementary School	MAINT	Bond							
156	Repave Playground & Parking Lot and Replace Curbing	MAINT	Bond							
157	King's Highway Elementary School	MAINT	Bond							
158	Casework Replacement	MAINT	Bond							
159	Long Lots Elementary School	MAINT	Bond							
160	Air Condition Cafeteria	EXPAND	Bond							
161	Replace Classroom Lighting including Occupancy Sensors	EXPAND	Bond							
162	Bedford Middle School	MAINT	Bond							
163	Replace Gym Floor	MAINT	Bond							
164	Repave lower Parking Lot and Bus Loop and Replace Curbing	MAINT	Bond							
165	Coleytown Elementary School	MAINT	Bond							
166	Replace Classroom Casework	MAINT	Bond							
167	Long Lots Elementary School	MAINT	Bond							
168	Replace Classroom Casework	MAINT	Bond							
169	Slaples High School	MAINT	Bond							
170	Replace 1968 Roofs (108,000 square feet)	EXPAND	Bond							
171	Board of Education	MAINT	Bond							
172	Total Town and Board of Education									
173	Bonded Projects									
174	Town									
175	Sewer & Water Bond and Assess users									
176	Library									
177	Total Bond									
178	Capital & Non-Recurring Projects									
179	Town									
180	Library									
181	Total Capital & Non-Recurring									
182	Operating Capital - Town									
183	Category									
184	Required Expansion of Facilities									
185	Required Maintenance PP&E									
186	EXPAND									
187	MAINT									
188	LEGAL									
189	SAFETY/SEC									
190	SALES/SECURITY									
191	SALES/SECURITY LEGALLY REQUIRED									
192	SALES/SECURITY LEGALLY REQUIRED									
193	SALES/SECURITY LEGALLY REQUIRED									
194	SALES/SECURITY LEGALLY REQUIRED									
195	SALES/SECURITY LEGALLY REQUIRED									
196	SALES/SECURITY LEGALLY REQUIRED									

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WESTPORT CONNECTICUT
BOARD OF FINANCE

8

UNAPPROVED MINUTES

The Board of Finance held its Special Public Hearing on **Thursday, May 23, 2013** in the Auditorium of Town Hall. The meeting was called to order at 8:00 p.m.

Members present: Collins, Garten, Kaner, Lasersohn, Pincavage, Rea, Stern (Mr. Stern left at 9:26 p.m.)

AGENDA

DISCUSSION/REVIEW

1. Financial Report from the Finance Director

Finance Director Gary Conrad made the presentation. No action was taken.

2. Status Update from the Internal Auditor.

Internal Auditor Lynn Scully made the presentation. No action was taken.

DETERMINATION OF TAX RATE

3. The Board will set the tax rate for Fiscal Year 2013-2014.

Mr. Pincavage moved and Mr. Lasersohn seconded a motion to set the tax rate at 18.13 mills.

Motion WITHDRAWN

Mr. Stern moved and Ms Collins seconded a motion to set the tax rate at 17.91 mills.

Mr. Lasersohn moved and Mr. Rea seconded a motion to set the tax rate at 18.07 mills.

Vote: 5-2 (Ms Garten and Mr. Stern voted no). Motion APPROVED

APPOINTMENT OF AUDITORS

4. The Board will appoint independent auditors for the fiscal year ending June 30, 2013.

Ms Garten moved and Mr. Rea seconded a motion to appoint McGladrey LLP as the town's independent auditors for the fiscal year ending June 30, 2013.

Vote: 7-0. Motion APPROVED

Mr. Stern left after agenda item 4.

TRANSFERS IN THE 2012-2013 BUDGET

5. The Board considered the following request(s) for transfer amounts of \$3,000 or less that were approved by the First Selectman:

a) A request by the Registrars of Voters for a transfer of \$1,500 from the Registrars Account #10101140-532000 (Contract Services) to the Registrars Account #10101140-585000 (Education & Expenses) in order to cover increase in cost ROVAC conferences and other shortfalls.

6. A request by the Tax Collector pursuant to CGS § 12-165 for a transfer of \$178,320.47 to the Suspense Tax Book representing uncollected motor vehicle and personal property tax accounts.

Vote: 6-0. Motion APPROVED

APPROPRIATIONS IN THE 2012-2013 BUDGET

7. A request by the Town Clerk for an appropriation of \$8,750 to various Town Clerk Accounts for costs of recording land record documents to the State due to a greater number of recordings.

Vote: 6-0. Motion APPROVED

8. A request by the Registrars of Voters for an appropriation of \$16,317.01 to the Elections Primary Account #10101142-536001 and \$15,575 to the Democratic Primary Overtime Account#10101142-536002 totaling \$31,892.01 for the cost of the August 14, 2012 Dual Primary.

Vote: 6-0. Motion APPROVED

9. A request by the Public Works Director for an appropriation of \$95,000 with bond and note authorization to the Municipal Improvement Fund (MIF) Account (Bulkley Ave. North/Old Road) to complete engineering design of proposed sewer extension at Buckley Ave. North vicinity and Old Road vicinity.

Vote: 6-0. Motion APPROVED

10. A request by the Director of Public Works for an appropriation of \$300,000 to the Capital & Nonrecurring Expenditure Fund (C&NEF) Account for installation of new roof at the Saugatuck Senior Housing.

Vote: 6-0. Motion APPROVED

11. A request by the Superintendent of Schools for an appropriation of \$112,400 (with bond and note authorization) to the Educational Facilities Improvement Fund (EFIF) Account (Underground Oil Storage Tanks) to remove three underground oil storage tanks at Coleytown Elementary, Long Lots Elementary and Coleytown Middle Schools; replacement of conduit surrounding oil supply line at Staples; and replacement of protective mechanism associated with spill containment pipe at Green Farms School.

Mr. Lasersohn moved and Ms Garten seconded a motion to recommend an appropriation of \$58,900 covering the removal of the three underground oil storage tanks at Coleytown Middle, Coleytown Elementary and Long Lots Elementary Schools and installation of a generator tank at Long Lots Elementary.

Vote: 4-2 (Mr. Pincavage and Mr. Rea voted no). Motion APPROVED

12. A request by the Parks and Recreation Director along with the Board of Education for an appropriation of \$320,000 to the Capital & Nonrecurring Expenditure Fund (C&NEF) for replacement of the existing tennis courts at Staples High School.

Vote: 6-0. Motion APPROVED

DISCUSSION

13. Discussion of the Selectman's Five-Year Capital Forecast.

POSTPONED

APPROVAL OF MINUTES

14. Approve the Board of Finance Minutes of the April 8, 2013 regular meeting.

Mr. Pincavage moved and Mr. Lasersohn seconded a motion to approve the April 8, 2013 minutes.

Vote: 6-0. Motion APPROVED

ADJOURNMENT

Mr. Pincavage moved and Mr. Lasersohn seconded a motion to adjourn at 11:15 p.m.

Vote: 6-0. Motion APPROVED

Submitted by H. Garten 5/24/13