

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF CONNECTICUT
BRIDGEPORT DIVISION**

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	:	
In re:	:	
	:	CHAPTER 11
SUCCESS, INC.	:	
	:	CASE NO. 16-50884 (JAM)
Debtor.	:	
	x	

AMENDED DISCLOSURE STATEMENT

On July 1, 2016 (the “Petition Date”), Success, Inc. (the “Company”), a Connecticut corporation, filed a voluntary petition for reorganization pursuant to Chapter 11 of the United States Code (the “Code”) with the United States Bankruptcy Court for the District of Connecticut (the “Court”). The Company has filed, together with this Amended Disclosure Statement, its proposed Amended Plan of Reorganization (the “Plan”). Pursuant to Section 1125 of the Code, the Company has prepared and filed this Disclosure Statement (the “Statement”) along with the Plan for the Court’s approval for submission to the holders of claims and interests with respect to the Company and its assets. The purpose of this Statement is to provide the holders of claims against or interests in the Company with adequate information about the Company and the Plan to make an informed judgment about the merits of approving the Plan.

NO REPRESENTATIONS CONCERNING THE COMPANY (PARTICULARLY AS TO THE VALUE OF ITS PROPERTY) ARE AUTHORIZED BY THE COMPANY OTHER THAN AS SET FORTH IN THIS STATEMENT. ANY REPRESENTATIONS OR INDUCEMENTS MADE TO SECURE ACCEPTANCE OF THE PLAN WHICH ARE OTHER THAN AS CONTAINED IN THIS STATEMENT SHOULD NOT BE RELIED UPON BY ANY CREDITOR. THE INFORMATION CONTAINED IN THIS

STATEMENT HAS NOT BEEN SUBJECT TO A CERTIFIED AUDIT. THE RECORDS KEPT BY THE COMPANY ARE NOT WARRANTED OR REPRESENTED TO BE WITHOUT ANY INACCURACY ALTHOUGH EVERY EFFORT HAS BEEN MADE TO BE ACCURATE. APPROVAL OF THIS DISCLOSURE STATEMENT BY THE COURT DOES NOT CONSTITUTE A RECOMMENDATION AS TO THE MERITS OF THE PLAN.

**I.
GENERAL HISTORY**

Success, Inc. was incorporated on April 24, 1996, for the purpose of acquiring and managing real estate properties, both with existing buildings on them as well as vacant properties, residential as well as commercial. The Company currently owns four parcels of real property in Connecticut. Two of these properties are single family residential units, one is a commercial property and one is a vacant parcel of land.

One of the properties, 520 Success Avenue, Stratford, Connecticut (the “Success Property”), is a commercial parcel with four month-to-month tenants. The Debtor intends to seek zoning approval to convert one floor of the Success Property to residential use. Additional parking spaces have been leased from the adjoining property owner, The Success Village Apartments, Inc. (“Success Village”) in order to facilitate zoning approval. It is anticipated that the conversion to partial residential use will maximize the rental potential of the Success Property. The two residential parcels, 4 Whippoorwill Lane (“Whippoorwill”) and James Farm Road (“James Farm”) in Stratford are both currently subject to month to month single family leases. The last parcel, on Patricia Drive in Stratford, Connecticut (“Patricia Drive”) consists of vacant land. The Debtor has been actively engaged in litigation with the Town of Stratford seeking approval to develop the Patricia Drive parcel.

Due primarily to prolonged periods during which its properties were without cash flow from tenants, the Success Property as well as the Whippoorwill and James Farm parcels were subject to foreclosure actions. Accordingly, the Debtor was forced to file for Chapter 11 reorganization to restructure its debt to enable it to create the most value for it and its creditors.

The Debtor also owns and maintains motor vehicles which are leased to third parties. As of the Petition Date, the Debtor owned twelve (12) motor vehicles and received approximately \$4,000 in monthly income from vehicle leasing activity.

II. POST-PETITION PROCEEDINGS AND BUSINESS OPERATION

Since the Petition Date, the Debtor has been collecting rental payments from tenants at its properties and motor vehicle lessees. These rental proceeds have been deposited in the Debtor's operating account. After the Petition Date, the Bankruptcy Court entered orders requiring the Debtor to make monthly adequate protection payments of \$4,000.00 to AS Peleus, LLC, the holder of the mortgage on the Success Property as well as a payment on past due real estate taxes and payment of accruing interest payments on real estate taxes to tax lien holders. The Court's orders were entered on August 31, 2016, September 28, 2016, and December 30, 2016 by the Bankruptcy Court. By order dated November 16, 2016, the Debtor obtained authority to assume its commercial lease with Success Village.

The Company has sought court determinations of the values of its properties for purposes of paying the allowed secured portion of its debts. The Court has entered orders pursuant to Section 506 of the Code to determine secured status of liens on the Whippoorwill, James Farm and Success Properties. Pursuant to those orders, many of the secured liens on those properties shall be treated as unsecured claims under this Plan. By notice dated December 21, 2016, AS Peleus LLC elected to have its secured claim covering the Success Property treated as fully secured under

Section 1111 (b) of the Code.

PRE-PETITION DEBT

The following claims were taken from the Company's schedules and from the proofs of claims filed. Where they conflict, the amounts from the proofs of claim have been used.

A. Secured Claims

1. 520 Success Avenue, Bridgeport and Stratford Connecticut

a. Benchmark Municipal Tax Services, Ltd has real estate tax liens for the 2013 and 2014 Grand List in the approximate amount of \$11,224.28 by virtue of an assignment from the City of Bridgeport as set forth in its proof of claim filed as Claim #4.

b. The Town of Stratford has real estate tax liens for the 2014 Grand Lists in the aggregate approximate amount of \$11,062.81.

c. AS Peleus LLC has a mortgage in the original principal amount of \$525,000. AS Peleus LLC filed a proof of claim asserting a secured claim in the amount of \$1,190,638.24 as set forth in Claim #3. AS Peleus LLC has provided notice that it has elected treatment pursuant to Section 1111 (b) of the Bankruptcy Code.

d. IP Media Products, L.L.C. has an alleged mortgage in the original principal amount of \$100,000.00.

e. State of Connecticut holds an alleged lien in the amount of \$25,08194.

f. Payphones Plus LLC has a mortgage in the original principal amount of \$5,000.00.

g. Albina Pires has a mortgage in the original principal amount of \$1,500.00.

h. Gus Curcio, Jr. has a mortgage in the original principal amount of \$1,000.00.

- i. Robin Cummings has a mortgage in the original principal amount of \$800.00.
- j. Joseph Regensburger has a mortgage in the original principal amount of \$5,000.00.
- k. Millionair Club Inc. has a mortgage in the original principal amount of \$1,750.00.
- l. Out Law Boxing Kats Inc. has a mortgage in the original principal amount of \$1,750.00.
- m. The Estate of Faye Kish, as successor in interest to Faye Kish, has a mortgage in the original principal amount of \$500.00.
- n. Richard Urban has a mortgage in the original principal amount of \$1,200.00.
- o. Dahill Donofrio has a mortgage in the original principal amount of \$2,000.00.
- p. Dominique Worth has a mortgage in the original principal amount of \$500.00.
- q. United States of America has an alleged tax lien in the amount of \$6,863.07.
- r. ERC Investments has an alleged mortgage in the original principal amount of \$100,000.00.

2. 4 Whippoorwill Lane, Stratford, Connecticut

- a. The Bank of New York Mellon, f/k/a The Bank of New York, as Trustee for TBW Mortgage-Backed Trust 2007-1, Mortgage-Backed Pass-Through Certificates, Series 2007-1 holds a mortgage in the original principal amount of \$620,000.00. The Bank of New York

Mellon filed a proof of claim asserting a secured claim in the amount of \$1,184,732.99 as set forth in its proof of claim, Claim #8.

b. United States of America has an alleged tax lien in the amount of \$6,391.54.

3. **1335 James Farm Road, Stratford, Connecticut**

a. U.S. Bank National Association, as Trustee for TBW Mortgage-Backed Trust Series 2006-5, Mortgage Pass-Through Certificates, Series 2006-5 has a mortgage in the original principal amount of \$496,000.00. U.S. Bank National Association filed a proof of claim asserting a secured claim in the amount of \$745,869.90 as set forth in its proof of claim, Claim #7.

b. Taylor, Bean & Whitaker Mortgage Corp. has a mortgage in the original principal amount of \$93,000.00.

c. Robin Cummings has a mortgage in the original principal amount of \$800.00.

d. Robert Martin has a mortgage in the original principal amount of \$400.00.

e. Jose Vinales has a mortgage in the original principal amount of \$600.00.

f. Gus Curcio, Jr. has a mortgage in the original principal amount of \$1,000.00.

g. Joseph Regensburger has a mortgage in the original principal amount of \$5,000.00.

h. The Estate of Faye Kish as successor in interest to Faye Kish has a mortgage in the original principal amount of \$500.00.

i. Dominique Worth has a mortgage in the original principal amount of \$500.00.

j. Dahill Donofrio has a mortgage in the original principal amount of

\$2,000.00.

k. Alvaro Albuquerque has a mortgage in the original principal amount of \$1,200.00.

l. Albina Pires has a mortgage in the original principal amount of \$1,500.00.

m. Richard Urban has a mortgage in the original principal amount of \$1,200.00.

n. United States of America has a tax lien in the amount of \$6,391.54.

4. Patricia Drive, Stratford, Connecticut

a. The Town of Stratford has real estate tax liens for the 2013 and 2014 Grand Lists in the aggregate approximate amount of \$8,200.00.

b. The United States of America has a tax lien in the amount of \$6,391.54.

c. Losbobco, LLC has a mortgage in the original principal amount of \$125,000.00.

5. Motor Vehicles

a. Comlink, Inc. has liens on six of the Debtor's vehicles: (i) 1999 Dodge Dakota, (ii) 2000 GMC Sonoma, (iii) 2003 Ford 450, (iv) 2006 Ford F250, (v) 2009 Nissan Altima, and (vi) 2010 Cadillac DTS.

b. Kia Motors Finance has a lien on Debtor's 2015 Kia Soul.

c. Citizens One Auto Finance has a lien on Debtor's 2015 Nissan Rogue.

B. Priority Claims under Section 507(a)(8) of the Code

1. The City of Bridgeport may have claims for real estate taxes on 520 Success Avenue not yet liened.

2. The Town of Stratford may have claims for real estate taxes on 520 Success

Avenue, 4 Whippoorwill Lane, 1335 James Farm Road and Patricia Drive not yet liened.

C. Unsecured Debt

There are approximately 13 creditors with alleged claims in the aggregate approximate amount of \$1,817,297.00 which do not include the unsecured portions of purportedly secured debt that may be determined by orders of the Court. Included among these creditors are claims held by officers of the Debtor who are insiders as defined under Section 101 of the Bankruptcy Code and whose claims may be subject to subordination under Section 510 of the Bankruptcy Code.

D. Equity Security Holders

Gus Curcio, Sr. is the sole owner of the equity of the estate.

**IV.
THE PLAN OF REORGANIZATION**

A. Definitions

1. **Code:** Code shall mean the Bankruptcy Reform Act of 1978 which has been codified as Title 11 of the United States Code.

2. **Confirmation:** Confirmation shall mean the date on which the Plan is confirmed by Order of the Court.

3. **Court:** Court shall mean the United States Bankruptcy Court for the District of Connecticut including the United States Bankruptcy Judge presiding therein.

4. **Effective Date of the Plan:** Effective Date of the Plan shall mean the first business day following the last day on which an appeal from an Order of the Court confirming this Plan may be taken under applicable law and no such appeal has been taken or, if such an appeal has been taken, the first business day following the date upon which such appeal has been exhausted and the Plan may proceed.

5. **Date of Confirmation of the Plan:** Date of Confirmation of the Plan shall mean

that date upon which the Court approves the Company's Plan.

6. **Net Proceeds:** Net Proceeds from the sale of real estate shall be defined as the balance left over after payment in full of any encumbrances on said realty, a reasonable attorney's fee for the closing, closing costs and adjustments standard to the practice of the town or city where the property is located, payment of any capital gains taxes due on the sale and payment for any allowed administration expenses in this case.

7. **Voting, Cram Down and Confirmation**

a. **Voting**

In order to obtain confirmation of the Plan by the Court, the Plan must be accepted by the Creditors of Classes 1-5, 7, 10 and 11 assuming that their claims are allowed. Of those creditors in Classes 1-5, 7, 10 and 11 who have allowed claims and actually vote on the Plan, creditors holding at least two-thirds in dollar amount of the allowed claims and who constitute more than one-half in number of such voting creditors must vote for the Plan in order for the Plan to be confirmed.

Administrative claims are to be paid in full upon confirmation; they are not impaired under the Plan and are deemed to have accepted the Plan. Creditors within a class vote as part of a class.

b. **Cram Down**

If any class should fail to accept the Plan by the required majority, the Court may, under Section 1129(b) of the Code, nonetheless confirm the Plan if at least one impaired class has accepted the Plan and the Court finds that the Plan does not discriminate unfairly and is fair and equitable with respect to any impaired class which has not accepted the Plan. A plan is "fair and equitable" within the meaning of this section if it provides as to a dissenting class of

secured creditors, retention of the lien securing the claim in the allowed amount of the claim, and payment of deferred cash payments totaling the allowed amount of such claim and having a value, as of the effective date of the Plan, of its collateral. As to a dissenting class of unsecured creditors, a Plan is “fair and equitable” if it receives property of a value, as of the effective date of the Plan, equal to the allowed amount of its claims, or the holders of claims in junior classes will receive or retain nothing under the plan. The rule that junior classes receive or retain no property is sometimes called the “absolute priority rule.” However, an exception to this rule exists where either the plan provides for a liquidation or a junior class makes a “substantial” contribution of new money or property into the Company as part of a plan of reorganization, and this exception may provide an opportunity for the existing shareholder of the Company who wishes to retain an equity interest in the Company. The Company intends to invoke these “cram down” provisions against any class, secured or unsecured, that fails to accept the Plan.

8. To the extent that the word “impaired” is used, impaired is defined in 11 U.S.C. § 1124 as follows except as to unfavorable treatment agreed upon by any class or claimant:

“A class of claims or interests is impaired under a plan unless, with respect to each claim or interest of such class, the plan

1. leaves unaltered, the legal, equitable and contractual rights to which such claim or interest entitles the holder of such claim or interest;
or

2. notwithstanding any contractual provision or applicable law that entitles the holder of such claim or interest to demand or receive accelerated payment of such claim or interest after the occurrence of a default –

a. cures any such default that occurred before or

after the commencement of the case under this title (11 U.S.C. § 101 *et. seq.*), other than a default of a kind specified in § 365 (b) (2) of this title or of a kind that § 365 (b)(2) expressly does not require to be cured;

b. reinstates the maturity of such claim or interest as such maturity existed before such default;

c. compensates the holder of such claim or interest for any damages incurred as a result of any reasonable reliance by such holder on such contractual provision or such applicable law;

d. if such claim or such interest arises from any failure to perform a nonmonetary obligation, other than a default arising from failure to operate a nonresidential real property lease subject to § 365 (b)(1)(A), compensates the holder of such claim or such interest (other than the Debtor or an insider) for any actual pecuniary loss incurred by such holder as a result of such failure; and

e. does not otherwise alter the legal, equitable or contractual rights to which such claim or interest entitles the holder of such claim or interest.”

B. The major objectives of the Company’s Plan of Reorganization are:

1. Payment to and protection of the interests of the secured creditors;
2. Payment of all obligations to the taxing authorities;
3. Payment of all priority and administrative claims;
4. Payment of an amount to unsecured creditors that is not less than such creditors

would receive in the event that the Company was liquidated on the effective date of the Plan. The

following is a brief summary of the Plan and should not be relied upon for voting purposes. Creditors are urged to read the Plan in full. Creditors are further urged to consult with counsel or with each other in order to fully understand and evaluate the Plan.

All creditors who are listed in the Company's schedules filed with the Bankruptcy Court may vote on the Plan whether or not they have filed Proofs of Claim, except in those instances where the schedules reflect that that claim is disputed, unliquidated, contingent or where objections to claims have been filed. Further, all creditors who are listed in the schedules will receive payment pursuant to the Plan whether or not a Proof of Claim was filed, except in those instances where the schedules reflect that the Creditor's claim is disputed, contingent, or unliquidated. The Company shall file any objection to Claims as soon as practical and no later than the Effective Date of the Plan. In the case where objections to claims have been made by the Company, payments will be made in accordance with the Plan upon a final decision by the Court as the allowed amount. Where a Proof of Claim is filed in an amount which is different from that set forth in the Company's schedules, or is filed as a claim which its schedules are disputed, contingent or unliquidated, the same may be subject to objection, and after a hearing thereon, may be either allowed, reduced or disallowed by the Court and the amount determined in that instance will establish the amount to be paid to the Creditors pursuant to the Plan.

C. Claims and Interests Under the Plan

1. Administrative Claims

Administrative expenses as defined in Section 503(b) of the Code include the claims of the Company's bankruptcy counsel, Neubert, Pepe & Monteith, P.C., which total is estimated to be \$40,000. The allowance of the above claims is required to be approved by the Court. These claims will be paid in full on the later of their allowance or confirmation of the Plan.

Any entity herein may elect to receive a payment over a period of time or a difference treatment. The Debtor does not anticipate incurring any professional fee obligations other than its bankruptcy counsel. The Equity Holder has agreed to be responsible for the legal costs associated with the Debtor's special counsel retained in connection with the Debtor's zoning and state court litigation. The Debtor has remained current with its operating expenses since the Petition Date.

2. Secured Claims

a. Class 1

Class 1 consists of Benchmark Municipal Tax Services, Ltd for the tax liens assigned from the City of Bridgeport on 520 Success Avenue, Bridgeport, Connecticut.

b. Class2

Class 2 consists of the Town of Stratford for tax liens on 520 Success Avenue, Bridgeport, and Stratford, Connecticut and Patricia Drive, Stratford, Connecticut.

c. Class 3

Class 3 consists of AS Peleus LLC for a mortgage on 520 Success Avenue, Bridgeport, Connecticut.

d. Class 4

Class 4 consists of The Bank of New York Mellon, f/k/a/ The Bank of New York, as Trustee for TBW Mortgage-Backed Trust 2007-1, Mortgage-Backed Pass-Through Certificates, Series 2007-1 for a mortgage on 4 Whippoorwill Lane, Stratford, Connecticut.

e. Class 5

Class 5 consists of U.S. Bank National Association, as Trustee for TBW Mortgage-Backed Trust Series 2006-5, Mortgage Pass-Through Certificate, Series 2006-5 for a mortgage on 1335 James Farm Road, Stratford, Connecticut.

f. **Class 6**

Class 6 consists of The United States of America for a federal tax lien on Patricia Drive, Stratford, Connecticut.

g. **Class 7**

Class 7 consists of Losbobco, LLC for a mortgage on Patricia Drive, Stratford, Connecticut.

h. **Class 8**

Class 8 consists of Citizens One Auto Finance for a lien on Debtor's 2015 Nissan Rogue.

i. **Class 9**

Class 9 consists of Kia Motors Finance for a lien on Debtor's 2015 Kia Soul.

j. **Class 10**

Class 10 consists of Comlink, Inc. for liens on the Debtor's following vehicles: (i) 1999 Dodge Dakota, (ii) 2000 GMC Sonoma, (iii) 2003 Ford 450, (iv) 2006 Ford F250, (v) 2009 Nissan Altima, and (vi) 2010 Cadillac DTS.

3. **Priority Claims under Section 507(a)(8) of the Code**

These are the claims for unliened real estate taxes claimed by the City of Bridgeport, sewer use charges claimed by the Bridgeport Water Pollution Control Authority and sewer use charges and real estate taxes claimed by the Town of Stratford as well as taxes due the State of Connecticut and the Internal Revenue Service.

4. **Unsecured Claims Class 11**

These are the claims of the present unsecured creditors and those creditors that become unsecured as the result of the application of Section 506(a) of the Code and the entry of

Court orders determining the status of liens on the James Farm and Success Properties. The Debtor currently projects that its total allowed unsecured claims will be approximately \$2,500,000.

5. Claims of Equity Security Holder Class 12

Gus Curcio, Sr. is the owner of the equity in the Debtor.

D. Treatment of Claims and Interests Under the Plan

1. Administrative Claims

These claims will be paid in full on the later of their allowance or Effective Date of the Plan. Any entity herein may elect to receive payment over a period of time or a different treatment. The Debtor does not anticipate incurring any professional fee obligations other than its bankruptcy counsel. The Equity Holder has agreed to be responsible for the legal costs associated with the Debtor's special counsel retained in connection with the Debtor's zoning and state court litigation. The Debtor has remained current with its operating expenses since the Petition Date.

2. Priority Claims

Priority claims will be paid in full within 5 years of the date of filing of this Chapter 11 case with interest at the relevant statutory rate in effect on the Effective Date of the Plan. Payments will be made monthly commencing the month after the Effective Date of the Plan.

3. Secured Claims

a. Class 1 Impaired

Benchmark Municipal Tax Services, Ltd's claim on 520 Success Avenue, Bridgeport, Connecticut shall be paid in full in monthly payments commencing the month after the Effective Date of the Plan over the term of 5 years from the Petition Date with statutory interest as per Exhibit B annexed hereto. Until paid, it shall retain its lien.

b. **Class 2 Impaired**

The allowed secured claims of the Town of Stratford on 520 Success Avenue and Patricia Drive, Stratford, Connecticut shall be paid in full in monthly payments commencing the month after the Effective Date of the Plan over the term of 5 years from the Petition Date with statutory interest as per Exhibit B annexed hereto. Until paid, it shall retain its liens.

c. **Class 3 Impaired**

By notice dated December 21, 2016, AS Peleus LLC (“Peleus”) has elected to have its secured claim treated pursuant to Section 1111(b) of the Code. As a result of this election, Peleus shall not have an unsecured claim against the Debtor. The Debtor shall file an objection seeking a determination as to the amount of Peleus’ allowed secured claim. Upon determination by the Court of the amount of Peleus’ allowed secured claim, Peleus will be paid in full, after application of post-petition adequate protection payments, by monthly payments in an amount necessary to fully amortize the allowed secured claim over a twenty year period, with such monthly payments commencing on the first day of the calendar month immediately succeeding the Effective Date of the Plan, provided, however, that the entire unpaid balance of the Claim shall be due and payable upon the tenth anniversary of the Effective Date of the Plan. Until paid, Peleus shall retain its lien. It is anticipated that, upon obtaining zoning approval to proceed with construction of residential units at the Success Property, construction will commence. The Equity Holder will invest the capital necessary to fund out of pocket construction costs necessary to complete the construction of residential units. Upon completion of residential units, it is anticipated that rental income for the Success Property will increase. Commencing upon occupancy of the residential units by residential tenants, the Debtor shall make additional monthly

payments to Peleus on account of its allowed secured claim in an amount equal to 70% of the net increased rental income from residential tenants of the Success Property up to a total monthly payment of \$10,000 per month.

d. **Class 4 Impaired**

The allowed secured claim of The Bank of New York Mellon, f/k/a/ The Bank of New York, as Trustee for TBW Mortgage-Backed Trust 2007-1, Mortgage-Backed Pass-Through Certificates, Series 2007-1, after application of any post-petition adequate protection payments, shall be paid in monthly payments commencing the month after the Effective Date of the Plan in an amount reamortized over twenty-year period at an interest rate of 5% *per annum* with the entire unpaid principal balance due and payable on the fifth anniversary of the Effective Date of the Plan. Until paid, it will retain its lien.

e. **Class 5 Impaired**

The allowed secured claim of U.S. Bank National Association, as Trustee for TBW Mortgage-Backed Trust Series 2006-5, Mortgage Pass-Through Certificate, Series 2006-5 shall be paid in monthly installments commencing the month after the Effective Date of the Plan in an amount amortized over a twenty (20) year period at an interest rate of 5% *per annum* with the entire unpaid principal balance due and payable on the fifth anniversary of the Effective Date of the Plan. Until paid, it will retain its lien.

f. **Class 6 Unimpaired**

The allowed secured claim of the United States of America shall be in paid in full on the Effective Date of the Plan. Until paid, it will retain its lien.

g. **Class 7 Impaired**

The allowed secured claim of Losbobco, LLC shall be paid in monthly

installments commencing the month after the Effective Date of the Plan in an amount amortized over a ten (10) year period at an interest rate of the Wall Street Journal Prime Rate, as reported the Friday preceding the Effective Date, plus 2.00 basis points (Prime + 2.00%) *per annum* with the entire unpaid principal balance due and payable on the third anniversary of the Effective Date of the Plan. Until paid, it will retain its lien.

h. **Class 8 Unimpaired**

The allowed secured claim of Citizens One Auto Finance shall be paid in accordance with its loan documents. Until paid, it will retain its lien.

i. **Class 9 Unimpaired**

The allowed secured claim of Kia Motors Finance shall be paid in accordance with its loan documents. Until paid, it will retain its lien.

j. **Class 10 Impaired**

The allowed secured claims of Comlink, Inc. will be paid from the net proceeds (after costs of sale) from the sale of any vehicle on which it holds a lien. Further, Comlink, Inc. will not receive any periodic payments on its allowed secured claim and will not have an unsecured claim for any deficiencies on its liens on any vehicles. Until paid, it will retain its liens.

4. **Unsecured Claims**

Class 11 Impaired

The unsecured creditors will be paid 5% of their allowed unsecured claims over the period of 60 months in annual payments commencing the later of 30 days after the Effective Date of the Plan or upon allowance of the particular claim.

5. Equity Holders

Class 12 Not Impaired

Gus Curcio, Sr. shall invest a minimum of \$165,000.00 within sixty (60) months of the Effective Date of the Plan, including any funds necessary to (i) satisfy construction costs associated with the addition of residential units to the Success Property as set forth in Article Six herein; (ii) payments due to allowed unsecured creditors under this Plan; and (iii) payments due to allowed administrative claim holders. Gus Curcio, Sr. will retain his interest in the Debtor.

**V.
FINANCIAL INFORMATION**

There have been no transfers of the Debtor's assets, other than in the ordinary course of business, therefore the Debtor does not believe it has any claims to pursue fraudulent transfers or conveyances.

A. Executory Contracts

All executory contracts not specifically assumed or objected to prior to Confirmation of the Plan shall be rejected by the confirmation of the Plan.

B. Liquidation Value

The face sheets of the appraisals of all of the Company's real estate are annexed hereto as Exhibit A. (Full copies of the appraisals are available on request from the Company's counsel.)

Also annexed hereto is Exhibit E which is a liquidation analysis showing the values of the Company's assets, a summary of the liens on its assets, a summary of the Company's anticipated income and expenses, and the investment by the Equity Holder. As shown on the analysis, many of the Company's assets are valued at less than the liens on the assets.

C. Means of Effectuation of the Plan

1. Asset Valuations. The Company has sought determinations from the Court as to

the secured status of the liens on its real estate. As a result of the court orders entered regarding the secured status of liens on its properties, the Debtor has been able to treat many claims under this Plan as unsecured and has reduced its payment obligations to secured creditors. The Debtor seeks to enter into four one-year written lease agreements with tenants on the Success Property. Copies of the proposed leases are attached hereto as Exhibit C. These leases provide for aggregate monthly rental payments in the amount of \$6,500. In addition, upon zoning approval, the second and third floor of the Success Property will be converted to up to fourteen (14) residential apartment units. The Debtor estimates that the construction and zoning approval costs for the conversion will be in excess of \$100,000. The Debtor anticipates filing its zoning documents within sixty (60) days of the Effective Date of the Plan with both the City of Bridgeport and Town of Stratford and that the zoning approval process will require six to twelve months. The location of the Success Property is a desirable area for residential dwellers and it is anticipated that the available residential units will be marketable. The Debtor anticipates that after the Success Property is converted to mixed residential/commercial use it will become more marketable for new financing providing the Company with additional funds to make Plan payments. Upon receipt of the anticipated additional rental income from the Success Property, the Debtor shall increase monthly principal payments to AE Peleus LLC by an amount equal to 70% of the net increased rental income from residential tenants of the Success Property up to a total monthly payment of \$10,000 per month. The funding for the construction and development of the Success Property will be a capital infusion from the Equity Holder to fund construction costs of the project and payments due unsecured creditors and administrative claimants pursuant to the Plan.

The Patricia Lane property is the subject of an ongoing dispute with the Town of Stratford seeking approval to develop the parcel as a four lot subdivision. The Debtor and prior

owners of the Patricia Lane property since 2010 have been repeatedly denied subdivision approval of the property based on a wetlands regulation even though a 2009 owner of the property had obtained wetlands approval for a four lot subdivision. The Debtor commenced an action in September, 2016 in Connecticut Superior Court against the Town of Stratford alleging, *inter alia*, the Town's actions have constituted an inverse condemnation or taking of the property. The Equity Holder has agreed to be responsible for payment of the legal costs associated with this action. The Debtor anticipates that the subdivision approval will be obtained and the Patricia Lane property will be sold within three (3) years of the Effective Date of the Plan. The Debtor intends to continue to make all debt service and tax payments related to the Patricia Lane property until it is sold. The Debtor has negotiated written one-year lease agreements with the tenants at the Whippoorwill and James Farm properties pursuant to which the tenants will be responsible for all utility costs except water. Copies of the proposed leases are attached hereto as Exhibit D. These leases will provide the Debtor with monthly revenues of \$6,500 and provide for the maintenance of these properties. The Debtor believes that rental income from the Whippoorwill and James Farm properties will make them more marketable for new financing and investment allowing the Debtor to make its plan payments. The Debtor also anticipates continuing its leasing activities for its motor vehicles will generate approximately \$4,000 per month of income. These leasing revenues significantly exceed the Debtor's cost of maintaining its vehicles. All allowed secured non tax and tax claims as determined by the Court shall receive payments as set forth in Exhibit B annexed to the final approved Disclosure Statement and Plan and terms of payment shall be binding on the allowed secured claims and creditors.

2. After Confirmation, the Company's Equity Holder shall continue to serve as the Company's President and sole Director. The Equity Holder shall not receive any compensation

for his services until all distributions to Class 11 holders are made. The Equity Holder shall further make the capital contributions needed to fund the construction of the Success Property and to cover any shortfall in the payments due unsecured creditors and administrative claimants under the Plan. It is anticipated that Equity Holder will contribute an amount between \$200,000 and \$300,000 to the Debtor over the course of the Plan.

D. Profit History and Projection

The Company plans to make payments to creditors from its profits, from rental income and investments by its Equity Holder. The reader is cautioned that profits are, of course, dependent on a variety of factors, not all of which are under the Company's control, including, but not limited to, the state of the economy. The Company reasonably expects that sufficient revenue will be generated in order for the Company to make the required payments under the Plan and that the Plan as proposed is in the best interests of its creditors. The attainment of the objective of providing unsecured creditors with value that is not less than what would be received in a liquidation is therefore dependent on the Company's future profitability.

E. Fees

In accordance with Section 1129(a)(12) of the Code and 28 U.S.C. § 1930, all quarterly fees payable to the United States Trustee shall be paid by the Debtor in full on or before their respective due dates and shall continue to be assessed and paid until such time as a final decree is entered by the Court or the Court enters an order converting or dismissing this case. The Debtor shall also timely file monthly operating reports every month until such time as a final decree is entered by the Court or the Court enters an order converting or dismissing this case.

F. Certain Federal Income Tax Consequences of the Plan

1. Federal Income Tax Consequences to the Debtor

The tax consequences of the Plan on the Company are uncertain because the range of values that may be realized on the sale of the properties is unknown. In addition, there is uncertainty as to the amount of rental income that will be received. However, the Company will likely be subject to Federal income taxes, capital gains taxes and may be subject to alternative minimum taxes. The Plan provides for the payment of capital gains taxes prior to the distribution of the net proceeds from the sale of real estate.

Under the Plan, some creditors may not have their claims paid in full resulting in a discharge of indebtedness of the debtor. Under the Internal Revenue Code of 1986 (the “Tax Code”), a taxpayer generally must include in gross income the amount of indebtedness discharged during the taxable year. However, under Section 108 of the Tax Code, when the discharge of indebtedness is pursuant to a plan approved by the court in a case under Chapter 11 of the Bankruptcy Code, the amount of indebtedness is excluded from gross income. Instead, certain tax attributes of the debtor are reduced by the amount of indebtedness discharged and excluded from income. The tax attributes to be reduced are: net operating losses, certain credit carryovers, capital loss carryovers, the basis of the taxpayer’s property, and foreign tax credits.

2. Federal Income Tax Consequences to the Creditors

In general, a creditor may realize and recognize gain or loss on the exchange of a claim in an amount equal to the difference between the holder's basis in the claim and the amount realized. Each creditor may recognize ordinary income to the extent it receives cash allocable to accrued interest income not previously included in their federal taxable income. Conversely, each creditor that had previously included accrued yet unpaid interest in their federal taxable income

may recognize a loss to the extent such accrued unpaid interest is not paid in full. The proper allocation between principal and interest of amounts received for a claim not paid in full is unclear. Because the tax consequences of the Plan may vary based on individual circumstances, each holder of a claim is urged to consult with its own tax advisor as to the consequences of the Plan to it under federal and applicable state and local tax laws. The following discussion summarizes certain U.S. federal income tax consequences of the implementation of the Plan to the Debtors and to the holders of Unsecured Claims. The following summary does not address the U.S. federal income tax consequences to holders whose Claims are unimpaired or otherwise entitled to payment in full in Cash under the Plan (e.g., Administrative Expense Claims, Priority Non-Tax Claims, and Other Secured Claims), or holders of Old Equity Interests that are extinguished without a distribution in exchange therefore.

The following summary is based on the Internal Revenue Code of 1986, as amended (the “Tax Code”), Treasury Regulations promulgated thereunder, judicial decisions, and published administrative rules and pronouncements of the Internal Revenue Service (the “IRS”), all as in effect on the date hereof. Changes in such rules or new interpretations thereof may have retroactive effect and could significantly affect the U.S. federal income tax consequences described below.

The U.S. federal income tax consequences of the Plan are complex and are subject to significant uncertainties. The Debtors have not requested a ruling from the IRS or an opinion of counsel with respect to any of the tax aspects of the Plan. Thus, no assurance can be given as to the interpretation that the IRS will adopt. In addition, this summary generally does not address foreign, state or local tax consequences of the Plan, nor does it address the U.S. federal income tax consequences of the Plan to special classes of taxpayers (such as foreign taxpayers, broker-dealers, persons not holding their Claims, persons holding unsecured claims who are not the original

holders of those Claims or who acquired such Claims at an acquisition premium, and persons who have claimed a bad debt deduction in respect of any Unsecured Claims).

Accordingly, the following summary of certain U.S. federal income tax consequences is for informational purposes only and is not a substitute for careful tax planning and advice based upon the individual circumstances pertaining to a holder of a Claim.

IRS Circular 230 Notice: To ensure compliance with IRS Circular 230, holders of Claims and Equity Interests are hereby notified that: (A) any discussion of federal tax issues contained or referred to in this Disclosure Statement is not intended or written to be used, and cannot be used, by holders of Claims or Equity Interests for the purpose of avoiding penalties that may be imposed on them under the Tax Code; (b) such discussion is written in connection with the promotion or marketing by the Debtors of the transactions or matters addressed herein; and (c) holders of Claims and Equity Interests should seek advice based on their particular circumstances from an independent tax advisor.

3. Consequences to Holders of Allowed General Unsecured Claims Class 11

In general, each holder of an Allowed General Unsecured Claim should recognize gain or loss in an amount equal to the difference between (x) the amount of Cash received by the holder in satisfaction of its Claim (other than any Claim for accrued but unpaid interest) and (y) the holder's adjusted tax basis in its Claim (other than any basis attributable to accrued but unpaid interest). Pursuant to the Plan, distributions to any holder of an Allowed General Unsecured Claim will be allocated first to the original principal amount of such Claim as determined for federal income tax purposes and then, to the extent the consideration exceeds such amount, to any portion of such Claim representing accrued original issue discount ("OID") or accrued but unpaid interest. However, there is no assurance that the IRS would respect such allocation for federal income tax

purposes. In general, to the extent that an amount received by a holder of debt is received in satisfaction of accrued interest or OID during its holding period, such amount will be taxable to the holder as interest income (if not previously included in the holder's gross income). Conversely, a holder will generally recognize a loss to the extent any accrued interest was previously included in its gross income and is not paid in full. Each holder is urged to consult its tax advisor regarding the allocation of consideration and the deductibility of losses realized in respect of Allowed General Unsecured Claims for federal income tax purposes.

Where gain or loss is recognized by a holder of an Allowed General Unsecured Claim, the character of such gain or loss as long-term or short-term capital gain or loss or as ordinary income or loss will be determined by a number of factors, including the tax status of the holder, whether the Claim constitutes a capital asset in the hands of the holder and how long it has been held, whether the Claim was originally issued at a discount or a premium, whether the Claim was acquired at a market discount, and whether and to what extent the holder previously had claimed a bad debt deduction in respect of that Claim.

4. Information Reporting and Withholding

All distributions to holders of Claims under the Plan are subject to any applicable tax withholding, including employment tax withholding. Under U.S. federal income tax law, interest, dividends, and other reportable payments may, under certain circumstances, be subject to "backup withholding" at the then applicable withholding rate. Backup withholding generally applies if the holder (a) fails to furnish its social security number or other taxpayer identification number ("TIN"), (b) furnishes an incorrect TIN, (c) fails properly to report interest or dividends, or (d) under certain circumstances, fails to provide a certified statement, signed under penalty of perjury, that the TIN provided is its correct number and that it is a United States person that is not

subject to backup withholding. Backup withholding is not an additional tax but merely an advance payment, which may be refunded to the extent it results in an overpayment of tax and the appropriate information is supplied to the IRS. Certain persons are exempt from backup withholding, including, in certain circumstances, corporations and financial institutions.

In addition, from an information reporting perspective, Treasury Regulations generally require disclosure by a taxpayer on its federal income tax return of certain types of transactions in which the taxpayer participated, including, among other types of transactions, the following: (1) certain transactions that result in the taxpayer's claiming a loss in excess of specified thresholds; and (2) certain transactions in which the taxpayer's book-tax differences exceed a specified threshold in any tax year. Holders are urged to consult their tax advisors regarding these regulations and whether the transactions contemplated by the Plan would be subject to these regulations and require disclosure on the holders' tax returns.

The foregoing summary has been provided for informational purposes only.

All holders of Claims receiving a distribution under the Plan are urged to consult their tax advisors concerning the federal, state, local and foreign tax consequences applicable under the Plan.

Dated: January 17, 2017
New Haven, Connecticut

THE DEBTOR,
SUCCESS, INC.

THE DEBTOR,
SUCCESS, INC.

By: /s/Gus Curcio, Sr.
Gus Curcio, Sr.
Its President

By: /s/Douglas S. Skalka
Douglas S. Skalka (ct00616)
NEUBERT, PEPE & MONTEITH, P.C.
195 Church Street
New Haven, CT 06510
(203) 821-2000
dskalka@npmlaw.com

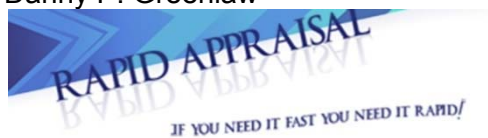
EXHIBIT A

Appraisal

520 Success Avenue
Bridgeport, CT 06610

November 21, 2014

Appraised By
Danny P. Greenlaw



P.O. Box 27
Torrington, CT 06790

12/9/2014

Nancy Potvin
Murtha, Cullina
185 Asylum Street,
Hartford, CT 06103

RE: 520 Success Avenue
Bridgeport, CT 06610
Real Estate Appraisal As of 11/21/2014

Dear Ms. Potvin:

In accordance with your request, I have personally inspected the interior of the real property located at 520 Success Avenue, Bridgeport Connecticut on November 21, 2014. The subject property straddles the Bridgeport, Stratford border, with .11 acres of land in Bridgeport and .64 acre of land in Stratford, for a total land area of .75 acre. Frontage is along Success Avenue in Bridgeport. The property is improved with a one-story masonry building that is currently utilized as storage, offices and a bar/restaurant. The building consists of 7,504 square feet of building area on the first floor, 1,600 of which is a bar/restaurant, 2,184 square feet is storage, and the remaining 3,720 square feet utilized as office space. There is also another small office area on the second floor, with a total area estimated to be approximately 200 square feet, for a total gross building area of 7,704 square feet. 2,200 square feet, including the entire area of the bar/restaurant are located in Bridgeport, with the remaining area including the second floor office located in Stratford. The property is also improved with approximately 6,000 square feet of asphalt paving for parking and ingress/egress.

The purpose of the Summary Appraisal is to estimate the ***“as is” value*** of the Fee Simple Estate of the subject. This report is intended to comply with the reporting requirements set forth under Standard Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a summary appraisal report. As such, it presents self-contained discussion of the data, reasoning and analysis used in the appraisal process to develop the opinion of value. Its intended user is Jamie Sewell. The intended use of the appraisal is to assist Mr. Sewell in evaluating the market value for potential purchase and follows USPAP guidelines concerning compliance and eligibility under the Commercial Appraisal Reporting Guidelines.

A description of the property, together with information providing a basis for estimates, is presented in the accompanying report. This appraisal is subject to the definitions, assumptions, conditions and certification contained in the attached report. We have prepared this appraisal in compliance with the Uniform Standards of Professional Appraisal Practice; Title XI of the Financial Institutions Reform, Recovery and Enforcement Act of 1989 and the Commercial Appraisal Reporting Guidelines included in Addendum C.

A description of the property, together with information providing the basis of the estimates, is presented in the accompanying Appraisal. In the course of the fieldwork, I have determined that the appraised property has no natural, cultural, scientific or recreational value.

Based on the data, analyses and conclusions presented in the attached report, it is our opinion that the “**as is**” market value of the subject property, as of November 21, 2014, is:

FIVE HUNDRED THOUSAND DOLLARS \$500,000.00

This report and its contents are intended solely for your information and assistance for the function stated previously, and should not be relied upon for any other purpose. Otherwise, neither the whole nor any part of this appraisal or any reference thereto may be included in any document, statement, appraisal, or circular without our explicit, prior written approval of the form and context in which it appears.

The accompanying prospective financial analysis is based on estimates and assumptions developed in connection with the appraisal. However, some assumptions inevitably will not materialize and unanticipated events and circumstances will occur. The actual results achieved during the holding period will vary from our estimates and these variations may be material. We have not been engaged to evaluate the effectiveness of management, and we are not responsible for management’s actions such as marketing efforts.

Sincerely yours,



Danny P. Greenlaw
Connecticut State Certified
General Real Estate Appraiser
License #RCG000253



APPRAISAL OF REAL PROPERTY

LOCATED AT:

1335 James Farm Rd
Volume 3557 Page 341 Stratford Land Records
Stratford, CT 06614

FOR:

Ocwen Loan Servicing, LLC
1661 Worthington Road
West Palm Beach, FL 33409

AS OF:

January 26, 2016

BY:

Jo-Ann Ansaldo
Ansaldo Appraisal Services, LLC.
754 Savin Avenue
West Haven, CT 06516
ansaldoappraisalservices@comcast.net



Quantitative Analysis Appraisal Report

File No. SPR13471359

THIS SUMMARY APPRAISAL REPORT IS INTENDED FOR USE BY THE LENDER/CLIENT FOR A MORTGAGE FINANCE TRANSACTION ONLY.

SUBJECT

Property Address1335 James Farm RdCityStratfordStateCTZip Code06614

Legal DescriptionVolume 3557 Page 341 Stratford Land RecordsCountyFairfield

Assessor's Parcel No.50/20/1/12Tax Year2015R.E. Taxes\$ 8,677Special Assessments\$N/A

BorrowerJoseph RegensburgerCurrent OwnerSuccess, Inc.Occupant☒ Owner☐ Tenant☐ Vacant

Neighborhood or Project NameJames FarmRoadProject Type☐ PUD☐ CondominiumHOA\$0 /Mo.

Sales Price\$ n/aDate of SaleN/ADescription / \$ amount of loan charges/concessions to be paid by sellern/a

Property rights appraised☒ Fee Simple☐ LeaseholdMap Reference50Census Tract0813.00

NEIGHBORHOOD

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Location☐ Urban☒ Suburban☐ Rural

Property values☐ Increasing☒ Stable☐ Declining

Single family housing PRICE \$ (000)AGE (yrs)

Condominium housing PRICE (if applic.) \$ (000)AGE (yrs)

Built up☒ Over 75%☐ 25-75%☐ Under 25%

Demand/supply☐ Shortage☒ In balance☐ Over supply

150 Low1n/a Lown/a

Growth rate☐ Rapid☒ Stable☐ Slow

Marketing time☐ Under 3 mos.☒ 3-6 mos.☐ Over 6 mos.

Neighborhood boundariesThe subject is bordered to the north by Route 8, to the south by Route 15, to the east by Route 119 and to the west by Route 8. The subject is located in a residential neighborhood consisting or predominantly single family dwellings. The subject's location is rated average with proximity to schools, amenities and highway access.

500 High100High

40065

SITE

DimensionsRefer to legal description/assessor mapSite area1.93 AcresShapeRectangular

Specific zoning classification and descriptionRS1 Residential Singe Family Min 1.00 acre

Zoning compliance☒ Legal☐ Legal nonconforming (Grandfathered use)☐ Illegal, attach description☐ No zoning

Highest and best use of subject property as improved (or as proposed per plans and specifications):☒ Present use☐ Other use, attach description.

UtilitiesPublicOtherPublicOther

Off-site ImprovementsTypePublicPrivate

Electricity☒Water☒StreetAsphalt☒☐

Gas☐PropaneSanitary sewer☐Private SepticAlleyNone☐☐

Are there any apparent adverse site conditions (easements, encroachments, special assessments, slide areas, etc.)?☐ Yes☒ NoIf Yes, attach description.

IMPROVEMENTS

Source(s) used for physical characteristics of property:☐ Interior and exterior inspection☒ Exterior inspection from street☒ Previous appraisal files

☒ MLS☒ Assessment and tax records☐ Prior inspection☐ Property owner☒ Other (Describe): Public Records

No. of Stories1.50Type (Det./Att.)DetExterior WallsVertical WoodRoof SurfaceAsphaltManufactured Housing☐ Yes☒ No

Does the property generally conform to the neighborhood in terms of style, condition and construction materials?☒ Yes☐ NoIf No, attach description.

Are there any apparent physical deficiencies or conditions that would affect the soundness or structural integrity of the improvements or the livability of the property?☐ Yes☒ NoIf Yes, attach description.

Are there any apparent adverse environmental conditions (hazardous wastes, toxic substances, etc.) present in the improvements, on the site, or in the immediate vicinity of the subject property?☐ Yes☒ NoIf Yes, attach description.

QUANTITATIVE SALES COMPARISON ANALYSIS

I researched the subject market area for comparable listings and sales that are the most similar and proximate to the subject property.

My research revealed a total of6sales ranging in sales price from \$323,000to \$434,250.

My research revealed a total of7listings ranging in list price from \$299,900to \$399,900.

The analysis of the comparable sales below reflects market reaction to significant variations between the sales and the subject property.

FEATURE	SUBJECT	SALE 1	SALE 2	SALE 3
1335 James Farm Rd	1650 James Farm Rd	130 Nutmeg Ln	415 Harvest Ridge Rd	
AddressStratford, CT 06614	Stratford, CT 06614	Stratford, CT 06614	Stratford, CT 06614	
Proximity to Subject	0.36 miles N	1.00 miles SW	0.83 miles SW	
Sales Price	\$395,000	\$420,000	\$434,250	
Price/Gross Living Area	\$139.18	\$155.84	\$157.68	
Data & Verification Sources	Ext.Ins./MLS/Pub.Rec	Ext.Ins./MLS/Pub.Rec	Ext.Ins./MLS/Pub.Rec	
VALUE ADJUSTMENTS	DESCRIPTIONDESCRIPTION+(-)\$ Adjust.	DESCRIPTION+(-)\$ Adjust.	DESCRIPTION+(-)\$ Adjust.	
Sales or Financing Concessions	REO/N. Noted171 DOM	Non REO58 DOM	Non REO78 DOM	
Date of Sale/Time	04/09/2015	09/25/2015	07/01/2015	
Location	Residential	Residential	Residential	
Site	1.93 Acres	0.95 Acres+3,000	0.59 Acres+7,500	0.47 Acres+7,500
View	Residential	Residential	Residential	
Design (Style)	Contemporary	Colonial	Colonial	
Actual Age (Yrs.)	26	13-10,000	24	25
Condition	Average	Average	Average d	Renovated-43,000
Above Grade	TotalBdrmsBaths	TotalBdrmsBaths	TotalBdrmsBaths	TotalBdrmsBaths
Room Count	832.1	842.1	942.1	1042.1
Gross Living Area	2,555 Sq. Ft.	2,838 Sq. Ft.-8,500	2,695 Sq. Ft.-4,200	2,754 Sq. Ft.-6,000
Basement & Finished Rooms Below Grade	Full BasementPart Finished	Full BasementNone+5,000	Full BasementPart Finished	Full BasementFinished-5,000
Garage/Carport	2 Car Garage	2 Car Garage	2 Car Garage	2 Car Garage
Exterior Features	OP/Deck	OP/Deck	Deck0	Deck/Patio/IG Pol-10,000
Heat/CAC/FP	FA/CAC/2FP	FA/CAC/1FP+3,000	HW/CAC/1FP+3,000	FA/CAC/1FP+3,000
Net Adj. (total)		<input type="checkbox"/> + <input checked="" type="checkbox"/> -\$-7,500	<input checked="" type="checkbox"/> + <input type="checkbox"/> -\$6,300	<input type="checkbox"/> + <input checked="" type="checkbox"/> -\$-53,500
Adjusted Sales Price of Comparables		\$387,500	\$426,300	\$380,750
Date of Prior Sale	None noted	None noted within last year	None noted within last year	None noted within last year.
Price of Prior Sale	\$	\$	\$	\$
Analysis of any current agreement of sale, option, or listing of the subject property and analysis of the prior sales of subject and comparables: The subject has not transferred in the last 3 years. Comparables do not appear to have transferred within the last year of the sale date.				
Summary of sales comparison and value conclusion: Due to the limited number of sales in the subject's neighborhood, the appraiser exceeded the six month guideline. There is evidence of REO and short sale activity in the neighborhood. The presence of these types of transactions are putting downward pressure on selling prices.				
Comparable #1 has been utilized for location on subject's street. It appears to be a REO but is noted to be in overall average condition. Weight has been placed on this sale for location on street.				
This appraisal is made <input checked="" type="checkbox"/> "as-is", <input type="checkbox"/> subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, or <input type="checkbox"/> subject to the following repairs, alterations or conditions				
BASED ON AN <input checked="" type="checkbox"/> EXTERIOR INSPECTION FROM THE STREET OR AN <input type="checkbox"/> INTERIOR AND EXTERIOR INSPECTION, I ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE REAL PROPERTY THAT IS THE SUBJECT OF THIS REPORT TO BE \$390,000, AS OF January 26, 2015.				

PAGE 1 OF 3

Fannie Mae Form 2055 9-96

Form 205 - "TOTAL" appraisal software by a la mode, inc. - 1-800-ALAMODE

Desktop Underwriter Quantitative Analysis Appraisal Report

File No. SPR13471359

PUD	Project Information for PUDs (If applicable) - - Is the developer/builder in control of the Home Owners' Association (HOA)? <input type="checkbox"/> Yes <input type="checkbox"/> No
	Provide the following information for PUDs only if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit:
	Total number of phases _____ Total number of units _____ Total number of units sold _____
	Total number of units rented _____ Total number of units for sale _____ Data Source(s) _____
	Was the project created by the conversion of existing buildings into a PUD? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, date of conversion: _____
	Does the project contain any multi-dwelling units? <input type="checkbox"/> Yes <input type="checkbox"/> No Data Source: _____
CONDOMINIUM	Project Information for Condominiums (If applicable) - - Is the developer/builder in control of the Home Owners' Association (HOA)? <input type="checkbox"/> Yes <input type="checkbox"/> No
	Provide the following information for all Condominium Projects:
	Total number of phases _____ Total number of units _____ Total number of units sold _____
	Total number of units rented _____ Total number of units for sale _____ Data Source(s) _____
	Was the project created by the conversion of existing buildings into a condominium? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, date of conversion: _____
	Project Type: <input type="checkbox"/> Primary Residence <input type="checkbox"/> Second Home or Recreational <input type="checkbox"/> Row or Townhouse <input type="checkbox"/> Garden <input type="checkbox"/> Midrise <input type="checkbox"/> Highrise <input type="checkbox"/> _____
Condition of the project, quality of construction, unit mix, etc.: _____	
Are the common elements completed? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, describe status of completion: _____	
Are any common elements leased to or by the Home Owners' Association? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, attach addendum describing rental terms and options.	
Describe common elements and recreational facilities: _____	

PURPOSE OF APPRAISAL: The purpose of this appraisal is to estimate the market value of the real property that is the subject of this report based on a quantitative sales comparison analysis for use in a mortgage finance transaction.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

* Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.

2. The appraiser has provided any required sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.

3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.

4. The appraiser has noted in the appraisal report any adverse conditions (such as, but not limited to, needed repairs, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, expressed or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.

5. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.

6. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.

7. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the report to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

8. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to completion per plans and specifications on on the basis of a hypothetical condition that the improvements have been completed.

9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.

Desktop Underwriter Quantitative Analysis Appraisal Report

7147186006
File No. SPR13471359

APPRaiser's Certification: The Appraiser certifies and agrees that:

1. I performed this appraisal by (1) personally inspecting from the street the subject property and neighborhood and each of the comparable sales (unless I have otherwise indicated in this report that I also inspected the interior of the subject property); (2) collecting, confirming, and analyzing data from reliable public and/or private sources; and (3) reporting the results of my inspection and analysis in this summary appraisal report. I further certify that I have adequate information about the physical characteristics of the subject property and the comparable sales to develop this appraisal.

2. I have researched and analyzed the comparable sales and offerings/listings in the subject market area and have reported the comparable sales in this report that are the best available for the subject property. I further certify that adequate comparable market data exists in the general market area to develop a reliable sales comparison analysis for the subject property.

3. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware, have considered these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them, and have commented about the effect of the adverse conditions on the marketability of the subject property. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.

4. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form.

5. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.

6. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.

7. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.

8. I estimated the market value of the real property that is the subject of this report based on the sales comparison approach to value. I further certify that I considered the cost and income approaches to value, but, through mutual agreement with the client, did not develop them, unless I have noted otherwise in this report.

9. I performed this appraisal as a limited appraisal, subject to the Departure Provision of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of the appraisal (unless I have otherwise indicated in this report that the appraisal is a complete appraisal, in which case, the Departure Provision does not apply).

10. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value. The exposure time associated with the estimate of market value for the subject property is consistent with the marketing time noted in the Neighborhood section of this report. The marketing period concluded for the subject property at the estimated market value is also consistent with the marketing time noted in the Neighborhood section.

11. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. I further certify that no one provided significant professional assistance to me in the development of this appraisal.

SUPERVISORY APPRAISER'S CERTIFICATION: If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have examined the appraisal report for compliance with the Uniform Standards of Professional Appraisal Practice, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 5 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

APPRaiser: Jo-Ann Ansaldo

Signature: _____
Name: Jo-Ann Ansaldo
Company Name: Ansaldo Appraisal Services, LLC
Company Address: 754 Savin Avenue, West Haven, CT 06516

Date of Report/Signature: 01/28/2016
State Certification #: RCG.0001269
or State License #:
State: CT
Expiration Date of Certification or License: 04/30/2016

SUPERVISORY APPRAISER (ONLY IF REQUIRED):

Signature: _____
Name: _____
Company Name: _____
Company Address: _____

Date of Report/Signature: _____
State Certification #: _____
or State License #: _____
State: _____
Expiration Date of Certification or License: _____

ADDRESS OF PROPERTY APPRAISED:
1335 James Farm Rd
Stratford, CT 06614

APPRaised VALUE OF SUBJECT PROPERTY \$ 390,000
EFFECTIVE DATE OF APPRAISAL/INSPECTION January 26, 2016

LENDER/CLIENT:
Name: Springhouse, LLC
Company Name: Ocwen Loan Servicing, LLC
Company Address: 1661 Worthington Road, West Palm Beach, FL 33409

SUPERVISORY APPRAISER:

SUBJECT PROPERTY

☐ Did not inspect subject property

☐ Did inspect exterior of subject property from street

☐ Did inspect interior and exterior of subject property

COMPARABLE SALES

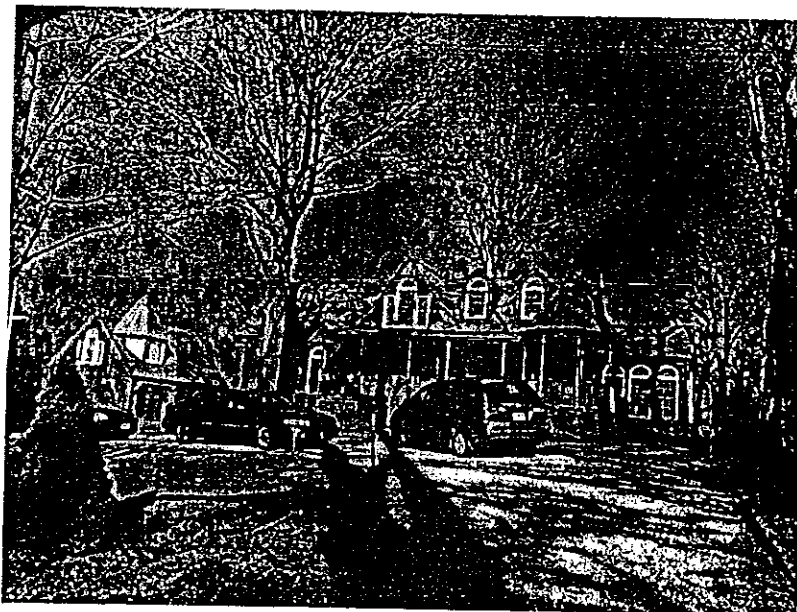
☐ Did not inspect exterior of comparable sales from street

☐ Did inspect exterior of comparable sales from street

PAGE 3 OF 3 Fannie Mae Form 2055 9-96

Form 205 - "TOTAL" appraisal software by a la mode, inc. - 1-800-ALAMODE

APPRAISAL REPORT OF REAL PROPERTY



LOCATED AT

4 Whippoorwill Ln
Stratford, CT 06614
Volume 29662 Page 012

FOR

Bendett & McHugh P.C.
160 Farmington Avenue
Farmington, CT 06032

OPINION OF VALUE

\$415,000

AS OF

January 6, 2016

BY

Bryan R. Graham
L.M. Sepso Appraisal Associates, LLC
7365 Main St #344
Stratford, CT 06614
(203) 377-1363
orders@sepsoappraisal.com

Owner 4 Whip LLC
 Property Address 4 Whippoorwill Ln
 City Stratford County Fairfield State CT Zip Code 06614
 Lender/Client Bendett & McHugh P.C.

APPRAISAL AND REPORT IDENTIFICATION

This Report is one of the following types:

- ☒ Appraisal Report (A written report prepared under Standards Rule 2-2(a) pursuant to the Scope of Work, as disclosed elsewhere in this report.)
- ☐ Restricted Appraisal Report (A written report prepared under Standards Rule 2-2(b) pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use by the specified client or intended user.)

Comments on Standards Rule 2-3

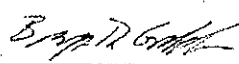
I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

Comments on Appraisal and Report Identification

Note any USPAP related issues requiring disclosure and any State mandated requirements:

APPRAISER:

Signature: 
 Name: Bryan R. Graham
 LM Sepso Appraisal Associates, LLC
 State Certification #: RCR-0001980
 or State License #:
 State: CT Expiration Date of Certification or License: 04/30/2016
 Date of Signature and Report: 01/06/2016
 Effective Date of Appraisal: January 6, 2016
 Inspection of Subject: ☐ None ☐ Interior and Exterior ☒ Exterior-Only
 Date of Inspection (if applicable): January 6, 2016

SUPERVISORY or CO-APPRAISER (if applicable):

Signature: _____
 Name: _____
 State Certification #: _____
 or State License #: _____
 State: _____ Expiration Date of Certification or License: _____
 Date of Signature: _____
 Inspection of Subject: ☐ None ☐ Interior and Exterior ☐ Exterior-Only
 Date of Inspection (if applicable): _____

APPRAISAL REPORT

PREPARED FOR:

CLIENT

LENDER/CLIENT:

LENDER

FRANCES ERICA LANE INC

SUBJECT PROPERTY

ADDRESS

175 PATRICIA DRIVE

CITY

STRATFORD, CT 06614-1068

COUNTY OF

FAIRFIELD

APPRAISAL AS OF:

DATE

06/21/2016

PREPARED BY:

APPRAISER

CHARLES A. LIBERTI

COMPANY

BLUE RIBBON APPRAISALS, LLC

IDENTIFICATION	Borrower N/A		Document Page 39 of 86		Map Reference 14860	
	Property Address 175 PATRICIA DRIVE					
	City STRATFORD		County FAIRFIELD		State CT Zip Code 06614-1068	
	Legal Description VOLUME 3286 PAGE 307, MAP 50/12 BLOCK 2 LOT 35					
NEIGHBORHOOD	Sale Price \$ N/A		Date of Sale N/A		Loan Term N/A yrs. Property Rights Appraised <input checked="" type="checkbox"/> Fee <input type="checkbox"/> Leasehold <input type="checkbox"/> De Minimis PUD	
	Actual Real Estate Taxes \$ N/A		(yr) Loan Charges to be paid by seller \$ N/A		Other Sales Concessions	
	Lender/Client FRANCES ERICA LANE INC Address 520 SUCCESS AVE, STRATFORD, CT					
	Occupant VACANT		Appraiser CHARLES A. LIBERTI		Instructions to Appraiser MARKET VALUE FOR BANKRUPTCY	
	Location <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural		Good Avg. Fair Poor			
	Built Up <input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25% to 75% <input type="checkbox"/> Under 25%		Employment Stability <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>			
	Growth Rate <input type="checkbox"/> Fully Dev. <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Steady <input type="checkbox"/> Slow		Convenience to Employment <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>			
	Property Values <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining		Convenience to Shopping <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>			
	Demand/Supply <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Oversupply		Convenience to Schools <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>			
	Marketing Time <input type="checkbox"/> Under 3 Mos. <input checked="" type="checkbox"/> 3-6 Mos. <input type="checkbox"/> Over 6 Mos.		Adequacy of Public Transportation <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>			
SITE	Present Land Use 80 %1 Family 5 %2-4 Family 5 % Apts 5 % Condo 4 % Commercial		Recreational Facilities <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>			
	%Industrial 1 % Vacant %		Adequacy of Utilities <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>			
	Change in Present Land Use <input checked="" type="checkbox"/> Not Likely <input type="checkbox"/> Likely(*) <input type="checkbox"/> Taking Place (*)		Property of Compatibility <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>			
	Predominate Occupancy <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant % Vacant		Protection from Detrimental Conditions <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>			
	Single Family Price Range \$ 200,000 to \$ 550,000		Police and Fire Protection <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>			
	Single Family Age 01 yrs to 100 yrs		General Appearance of Properties <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>			
	Predominant Value \$ 385,000		Appeal to Market <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>			
	Predominant Age 30 yrs					
	Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise): THE STRATFORD ZONING BOARD OF APPEALS DENIED CONSTRUCTION WITHIN 50' OF THE WETLANDS LIMITING THE 12.13 ACRE SITE TO 1 BUILDING LOT. THE SITE IS A REAR SITE.					
	THE OVERALL SITE HAS 4.85 ACRES OF WETLANDS WITH 58.67 FEET OF ROAD FRONTAGE.					
MARKET DATA ANALYSIS	Dimensions AS PER LEGAL DESCRIPTION = 12.13 ACRES <input type="checkbox"/> Corner Lot					
	Zoning Classification RS-1 MIN LOT SIZE = 40,000 SQFT Present Improvements <input checked="" type="checkbox"/> do <input type="checkbox"/> do not conform to zoning regulations					
	Highest and best use <input type="checkbox"/> Present use <input checked="" type="checkbox"/> Other (specify) FURTHER RESIDENTIAL DEVELOPMENT					
	Public Other (Describe)		OFF SITE IMPROVEMENTS		Topo LEVEL TO ROLLING	
	Elec. <input checked="" type="checkbox"/>		Street Access <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private		Size 1 ACRE BUILDING LOT, 11.13 ACRES EXCESS LAND	
	Gas <input checked="" type="checkbox"/>		Surface ASPHALT		Shape IRREGULAR	
	Water <input checked="" type="checkbox"/>		Maintenance <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private		View RESIDENTIAL	
	San. Sewer <input type="checkbox"/> SEPTIC TANK <input checked="" type="checkbox"/> Storm Sewer <input type="checkbox"/> Curb/Gutter		Drainage ASSUMED ADEQUATE		Is the property located in a HUD identified Special Flood Hazard Area? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	
	<input type="checkbox"/> Underground Elect. & Tel. <input type="checkbox"/> Sidewalk <input type="checkbox"/> Street Lights					
	Comments (favorable or unfavorable including any apparent adverse easements, encroachments or other adverse conditions): THE SUBJECT WOULD REQUIRE OVER 400' OF DRIVEWAY TO ACCOMMODATE 1 SINGLE FAMILY HOME AND THE REMOVAL OF A SIGNIFICANT AMOUNT OF TREES.					
RECONCILIATION	The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.					
	SUBJECT PROPERTY		COMPARABLE NO.1		COMPARABLE NO.2	
	Address 175 PATRICIA DRIVE		JAMES FARM ROAD		23 WOODSEND AVENUE	
	STRATFORD, CT 06614-1068		STRATFORD, CT 06614		SHELTON, CT	
	Proximity to Subject		0.19 MILES E		1.57 MILES S	
	Sales Price \$ N/A		\$ 139,500		\$ 150,300	
	Price / \$		\$		\$	
	Data Source TOWN HALL		TOWN HALL		TOWN HALL	
	Date of Sale and DESCRIPTION		DESCRIPTION Adjustment		DESCRIPTION Adjustment	
	Time Adjustment N/A		04/08/2016		12/07/2015	
Location AVERAGE		AVERAGE		AVERAGE		
Site/View 12.13 ACRES/WOODS		2.61 ACRES/RES		6.47 ACRES/RES		
ZONE RS1		RS1		RS1		
Sales or Financing						
Concessions						
Net Adj. (Total)		<input checked="" type="checkbox"/> Plus <input type="checkbox"/> Minus \$ 0		<input checked="" type="checkbox"/> Plus <input type="checkbox"/> Minus \$ 0		
Indicated Value of Subject		Net=0% Gross=0% \$ 139,500		Net=0% Gross=0% \$ 150,300		
Comments on Market Data THE ABOVE COMPS ARE ALL IN A RESIDENTIAL AREA OF SINGLE FAMILY HOMES.						
Comments and Conditions of Appraisal: THE CITY ASSESSOR ATTRIBUTES 1 ACRE TO A BUILDING LOT AND 11.13 ACRES AS EXCESS PART WET LAND WITH MINIMAL VALUE ASSIGNED TO IT. IN MY OPINION, THE EXCESS LAND IS WORTH \$223,000 (SEE OPEN SPACE ANALYSIS). THE COST OF THE DRIVEWAY IS ESTIMATED AT \$35 PER LINEAR FOOT X 400 FEET = \$14,000						
Final Reconciliation: A MID-RANGE WAS USED TO DETERMINE THE FINAL VALUE OF THE SITE. THE PURPOSE OF THIS APPRAISAL IS FOR LITIGATION IN AN INVERSE CONDEMNATION.						
I ESTIMATE THE MARKET VALUE AS DEFINED OF SUBJECT PROPERTY AS OF 06/21/2016 to be \$ 150,000						
Appraiser(s) CHARLES A. LIBERTI Review Appraiser (if applicable) <input type="checkbox"/> Did <input type="checkbox"/> Did Not Physically Inspect Property						
Date Report Signed 08/15/2016 Date Report Signed						
State Certification # RCG.0000647 State CT State Certification # State						
Or State License # State Or State License # State						
Expiration Date of License or Certification 04/30/2017 Expiration Date of License or Certification						

EXHIBIT B

In re: Success, Inc.
Case No. 16-50884

Exhibit B
Proposed Plan Payments
First Amendment

Property	Property Value	Claimant	Alleged Principal Amt of Claim as of 4/2017	Alleged Accrued Interest and Fees as of 4/2017	Estimated Claim Amt as of 4/2017	Lien Nature	Proposed Plan Pymt	Term	Rate
1335 James Farm Road, Stratford	390000	U.S. Bank, NA, as Trustee (c/o Ocwen)	474,678.53	271,191.37	745,869.90	Mortgage	\$2,573.83	240	5%
175 Patricia Drive, Stratford	150000	Town of Stratford	3,741.15	1,651.40	5,392.55	R/E Taxes 2013	\$135.88	52	* 18%
175 Patricia Drive, Stratford	150000	Town of Stratford	4,467.92	1,364.38	5,832.30	R/E Taxes 2014	\$150.59	52	* 18%
175 Patricia Drive, Stratford	150000	Town of Stratford	7,410.78	691.97	8,102.75	R/E Taxes 2014	\$219.57	52	* 18%
175 Patricia Drive, Stratford	150000	LOSBOBCO LLC	125,000.00		125,000.00	Mortgage	\$1,313.19	120	® 5%
175 Patricia Drive, Stratford	150000	Internal Revenue Service	3,876.55	2,986.52	6,863.07	Federal Tax Lien	\$6,863.07	1	! 0%
4 Whippoorwill Lane, Stratford	415000	The Bank of New York Mellon (c/o Ocwen)	610,479.26	574,253.73	1,184,732.99	Mortgage	\$2,738.82	240	5%
520 Success Avenue	500000	Town of Stratford	10,392.92	669.89	11,062.81	R/E Taxes 2014	\$302.15	52	* 18%
520 Success Avenue	500000	Benchmark Municipal Tax Srvs	3,078.91	1,475.14	4,554.05	Assigned R/E Taxes 2013	\$122.24	52	* 18%
520 Success Avenue	500000	Benchmark Municipal Tax Srvs	5,515.28	1,851.87	7,367.15	Assigned R/E Taxes 2014	\$197.29	52	* 18%
520 Success Avenue	500000	AS Peleus LLC (c/o Gregory Funding)	518,192.19	644,446.05	1,162,638.24	Mortgage	\$4,844.33	240	? 0.0%
1999 Dodge Dakota	795	Comlink, Inc.			5,000.00	Motor Vehicle Lien	-		
2000 GMC Sonoma	1039	Comlink, Inc.			3,500.00	Motor Vehicle Lien	-		
2003 Ford 450	1927	Comlink, Inc.			10,000.00	Motor Vehicle Lien	-		
2006 Ford F250	3651	Comlink, Inc.			8,500.00	Motor Vehicle Lien	-		
2009 Nissan Altima	7325	Comlink, Inc.			9,095.00	Motor Vehicle Lien	-		
2010 Cadillac DTS	10676	Comlink, Inc.			31,933.16	Motor Vehicle Lien	-		
2015 Kia Soul	18800	Kia Motors Finance	12,663.60	-	12,663.60	Motor Vehicle Lien	\$207.60	57	0%
2015 Nissan Rogue	18866	Citizens One Auto Finance	18,755.89	-	18,755.89	Motor Vehicle Lien	\$499.99	39	4.5%
							<u>\$13,305.47</u>		
Unsecured Creditors					125,000.00		\$25,000.00	5	*

* The term for tax payments is based upon a projected Effective Date in April, 2017. The actual term may vary depending upon the actual Effective Date of the Plan.

® Final payment due upon third anniversary of Effective Date of Plan.

! Payment in full upon Effective Date of the Plan.

? Final payment due upon tenth anniversary of Effective Date of Plan.

* Annual payments under the Plan

EXHIBIT C

**COMMERCIAL
LEASE**

TENANT
Pawn Pro Inc
P.O. Box 506
Stratford, CT 06615

LESSOR

SUCCESS INC.
33 A LIGHT STREET
STRATFORD, CT. 06615
(203) 331-8524

RETAIL OUTLET LEASE

THIS LEASEHOLD AGREEMENT, MADE AND ENTERED INTO this **1st Day of June, 2016**, by and between SUCCESS INC. ,of 33 A Light Street Stratford, CT 06615 (hereinafter referred to as "Lessor"), and AUTO SALES & SERVICE INC. a Connecticut Corporation (hereinafter referred to as Tenant").

WITNESSETH: that the Lessor hereby lets, leases, and rents unto the Tenant, and the Tenant hereby hires, leases, and takes of the Lessor those premises (hereinafter referred to as "Premises" or "Demised Premises") situated in the City / Town of Bridgeport/Stratford, County of Fairfield, and State of Connecticut, known 520 B Success Avenue Bridgeport, CT, together with the exclusive right of all driveways and parking areas contained upon the parcel of real estate of which the Premises are a part for the use of Tenant, its agents, employees, and invites upon the following terms, conditions, provisions and covenants:

TERM

1. The term of this Lease shall be for a period of **5 years and 0 months** commencing upon the 1st day of August, 2016 and terminating **5 years and 0 months** thereafter; provided, however, in the event that the term of this lease shall otherwise terminate on any day other than the last day of the month, the term of this lease shall be extended so that it shall expire at 11:59 P.M. on the last day of such month.

RENT

The Tenant shall pay to the Lessor as rent during the term of this Lease an aggregate rental of **Thirty Thousand (\$30,000.00)** Dollars, such rent to be payable at Lessor's address for notices as provided in Paragraph 28 herein below, on the first day of each month of the term, in advance, as follows:

- (a) Tenant shall pay to Lessor as rent the sum of **Five Hundred (\$500.00) Dollars per month**,
- (b) In the event that the first month of the tenancy created herein shall be a portion of a month, Tenant shall pay rental for such portion of a month the amount of N/A multiplied by a fraction, the numerator of which shall be the number of days of Tenant's occupancy and the denominator of which shall be the number of days of the month for which fractional rent is being paid.
- (c) Tenant shall pay for all water, gas, electric power and any and all sewerage or WPCA charges consumed by it, all license, permit, and inspection fees assessed or charged by reason of its use or occupancy of the Premises, and all taxes and assessments levied on or against its personal property located on said Premises. Tenant shall pay for all fire and extended coverage insurance on the Premises and all real estate taxes and assessments levied and payable thereon during the term hereof.

Landlord may notify Tenant of an increase in the monthly rent to be effective the first month of the renewal period.

SECURITY DEPOSIT

3. The Tenant shall pay to the Lessor the first and last months rent. N/A The Tenant shall also provide to the Lessor N/A months rent as a security deposit.

LATE PENALTY

4. In the event the rent is not received by the Lessor with ten (10) days of its due date, the rent shall be deemed late and a 10% late penalty shall be due together with the specified amount of rent.

INSUFFICIENT FUNDS PENALTY

5. If the Tenant pays the rent with a check and said check is returned by the bank because of any reason, then Tenant agrees to pay 10% of the monthly rental as penalty fee, Together with the specified amount of rent.

USE

6. Tenant will occupy and use the Premises for ; Office / Storage or such other purposes upon Lessors written consent, which consent shall not be unreasonably withheld. And for all other operations necessary or incidental to the conduct of its business. Tenant will not permit the Premises to be used for any immoral or illegal purpose. Tenant will comply with all applicable Laws, ordinances, rules, and regulations of any constituted public authority relating to its business.

(a) Tenant shall not use or permit the use of any part of the Premises for advertising purposes other than in connection with Tenant's business. Any adjoining premises owned by or under control of the Lessor shall not be rented or used during the term of this Lease for an immoral or illegal purpose obviously detrimental to the interest of Tenant.

TENANT'S POSSESSION

7. In the event that the term of this Lease is to be determined by reference to the date Lessor tenders possession of the Premises to the tenant and the Tenant accepts the same, the parties hereto shall execute in writing, upon the date the premises are tendered for Tenant's possession and Tenant accepts the same, a document in recordable form stating the commencement date and termination date of the term of this Lease.

INSTALLATION OF EQUIPMENT

8 Prior to the commencement of the Lease term, Tenant may at its sole risk, but without charge, install equipment, fixtures, or store merchandise on or in the premises. Tenant agrees that during the period of time prior to the commencement the Lease term but after Tenant begins to install equipment, furniture or store merchandises that the provisions of paragraph 11 will be in full force and effect.

ALTERATIONS

9. Tenant, at its expense, may, in good workman like manner, make additions or alterations to the Premises as it deems necessary in the conduct of its business without, however, materially reducing the value of such Premises and shall be required to restore the Premises to their original condition. Additions or alterations made by the Tenant, except as hereinafter provided, shall, unless otherwise agreed to in writing, become the property of the Lessor at the termination of this Lease.

9a. No change or alteration shall at any time be made which shall impair the structural soundness or diminish the value of the building in which the Premises are located.

9b. No changes or alterations shall be undertaken until Tenant shall have procured and paid for all required municipal and other governmental permits and authorizations of the various municipal departments and the governmental subdivisions having jurisdiction

LESSOR CONSENT

10. Paragraph (9, 9a, 9b) may not be exercised without the express written consent of the Lessor.

REMOVAL OF EQUIPMENT

11. Tenant upon the termination of this Lease shall have the right to remove from the Premises its removable partitions, shelving, removable fixtures, trade fixtures, equipment, furniture, and personal property but shall have to restore the Premises by reason of such removal to its original state.

12 These terms and conditions are binding and if Landlord takes legal action due to Tenants failure to comply, Tenant agrees to pay, in addition to all rent and other charges due the Landlord, all court costs, expenses, and reasonable attorney's fees.

13. The Lessor assumes no liability or responsibility whatsoever in respect to the conduct and operation of the business to be conducted in said Demised Premises by the Tenant, nor for any accident or injury happening or occurring in or about said Demised Premises which was not caused by or as a result of Lessor's gross negligence or willful act. Any liability or responsibility for any accident or injury happening or occurring in or about said Demised Premises which is not the result of the Lessor's gross negligence or willful act shall be the responsibility of the Tenant and Tenant hereby agrees to assume responsibility therefor and save Lessor harmless therefrom.

FAILURE TO MAINTAIN

14. In the event Tenant fails to perform any item of repair which Tenant is required to make hereunder or to otherwise pay any sum required of Tenant hereunder, the Lessor may after thirty (30) days notice to the Tenant remedy such payment and in connection therewith pay Moines and employ counsel.

FIRE DAMAGE (LOSS OF USE)

15. If all or any part of the Premises is damaged or destroyed by fire or other casualty insured under the fire insurance policy with extended coverage endorsement applicable to the Premises, the Lessor shall at its sole expense repair and rebuild the Premises within one hundred eighty (180) days of the date of the casualty. If it is determined that the damage has rendered the Premises untenable, in whole or in part, for Tenant's normal business use, there shall be an abatement of the rent and all other charges hereunder until the premises are repaired and the said Premises are rendered tenable for Tenant's normal business use. Such abatement shall be determined by Lessor on the basis of the percentage of Tenant's normal business use and activity limited by the damage. If the Lessor is unable to repair and/or rebuild the Premises within one hundred eighty (180) days of the date of the casualty, Lessor may at any time after one hundred eighty (180) days, at its option, terminate this Lease and be relieved of all further obligations hereunder.

CONDEMNATION

16. If the Premises or the parking area (even if Tenant's rights thereto are non-exclusive) or such part thereof as would render the remainder unsuitable for Tenant's use, be appropriated or condemned by public authority, be taken by proceedings in eminent domain or notice thereof be served, or if by reason of any law or ordinance the use of the Premises for the purpose of this Lease shall be unlawful, Tenant may at its option terminate this Lease upon thirty (30) days written notice to Lessor, and rent shall be paid only to the time when Tenant surrenders possession of the Premises. If only a part of the Premises are so taken, Tenant may elect to continue in possession of the remainder and in such case the rent payable hereunder shall be reduced proportionally. Any rent paid in advance shall be returned by Lessor to Tenant on demand. Lessor will, on written notice for the benefit of Tenant but at Tenant's expense, include in its claim against the taking authority such sum as Tenant certifies to Lessor as damages resulting from Tenant's loss of occupancy or relocation expense.

ASSIGNMENT AND SUBLETTING

17. Tenant may assign or sublet the Premises to a person; corporation or other legal entity for any lawful purpose not more hazardous than the uses herein specified, provided, however, that any such assignment or sublease shall at no time relieve Tenant of the obligations imposed upon it by the terms of this Lease. It is agreed that in the event that Tenant proposes to assign this Lease or sublet the Premises to a person, corporation or other legal entity, Tenant will not assign or sublet without the prior written consent of the Lessor, which consent shall not be unreasonably withheld. In connection with such an assignment or sublet, it is agreed that the Lessor will respond in writing to any request by the Tenant within thirty (30) days of the request. The failure to respond in writing within the thirty (30) day period shall be deemed a grant of consent. In addition, if Lessor proposes to withhold its consent, it shall state the reasons therefor within its written response.

ESTOPEL

18. Each party agrees at any time and from time to time at the request of the other and upon not less than ten (10) days and not more than twenty (20) days prior advance notice to execute, acknowledge and deliver to the other a statement in writing certifying that the Lease is unmodified and, if such is the fact, in full force and effect, and if such is the fact, that there are no known defaults thereunder or, if there are, specifying the same and any offsets, counterclaims, or defenses being claimed and dates to which the rent and other charges have been paid. It is intended that any such statement delivered pursuant to this section may be relied upon by any prospective purchaser or acquirer of either party hereto or any prospective lender to either party hereto or by any other properly interested party.

(a) The execution, acknowledgment and delivery of any such statement shall not, however, affect any claim or right of action of the party executing, acknowledging or delivering the same as against the other party hereto.

LANDLORD'S INSPECTION

19. Lessor shall have the right to enter the Premises during Tenant's normal business hours to inspect and make repairs. Lessor agrees not to exercise this right in such a way as to unreasonably interfere with Tenant's business.

DEFAULT OF TENANT

20. If Tenant defaults in the payment of rent, and such default continues for a period of ten (10) days after Lessor notifies thereof, or defaults in the performance of any other condition or covenant of this Lease, and such default continues for thirty (30) days after written notice, Lessor shall have the right to institute legal proceedings to re-enter said Premises and remove Tenant and all other persons therefrom and shall have the option of canceling this Lease. Provided, Tenant shall not, however, be held in default if its failure to pay rent on the date due or otherwise perform in accordance with the terms hereof results from riots, civil commotion, governmental intervention, act of God or any other act or event beyond its reasonable control, but nothing herein shall relieve Tenant from thereafter paying all past due rent as soon as it is reasonably possible under the circumstances. Provided, further, if the Tenant is in default in the performance of any condition or covenant of this Lease other than the covenant to pay rent and if such default is of such nature that it cannot be cured within thirty (30) days if the Tenant commenced curing such default within the thirty (30) day period and thereafter proceeds with reasonable diligence and in good faith to remedy such default Lessor shall not be entitled to cancel this Lease or otherwise avail itself of any right or remedy at law for the cancellation of this Lease.

(a) If the Tenant shall be dispossessed for non-payment of rent, or if the leased premises shall be deserted or vacated, the Landlord or its agents shall have the right to and may enter the said premises as the agent of the Tenant, either by force or otherwise, without being liable for any prosecution or damages therefore, and may relet the premises as the agent of the Tenant, and receive the rent therefore, upon such terms as shall be satisfactory to the Landlord, and all rights of the Tenant to repossess the premises under the

Lease shall be forfeited. Such re-entry by the Landlord shall not operate to release the Tenant from any rent to be paid or covenants to be performed hereunder during the full term of this lease.

(b) It is agreed that Tenant shall in no event be excused from performance in the failure to pay rent or to perform in accordance with the terms of the Lease for a period more than ninety (90) consecutive days.

HOLDING OVER

21. If at the expiration of this Lease Tenant should hold over for any reason whatever, it is hereby agreed that in absence of a written agreement to the contrary, such tenancy shall be from month to month only, and under the same conditions and at one and one-half times the monthly rental as provided for herein.

NOTICES

22. All notices required or agreed to be given hereunder by either party shall be in writing and sent postage prepaid, certified or registered mail, return receipt requested to the addresses provided as follows:

TO LESSOR: SUCCESS INC

33 A LIGHT STREET
STRATFORD, CT. 06615

TO TENANT: PAWN PRO INC

P.O. BOX 506
STRATFORD, CT 06615

Either party may by notice change their address as provided hereinabove.

WAIVER

23 No waiver of any of the terms, conditions, provisions or covenants of this Lease or a breach of the same shall constitute a waiver of any other covenant or the continued breach of said covenants.

COVENANT OF QUIET ENJOYMENT

24. Lessor represents that it is the owner or authorized agent for the owner of the Premises, has the right to lease the same, and at Tenant's request will submit proof thereof. If Tenant performs all the covenants herein agreed to be performed by it, Lessor, its heirs, executors, administrators, mortgagees, successors or assigns, shall warrant and defend Tenant in the quiet enjoyment and peaceful possession of said Premises during the Lease Term.

USE OF COMMON AREAS

25. If the Premises are a part of the parcel of real estate owned by Lessor, it is agreed as follows:

(a) Tenant shall keep its share of the driveway, parking area and sidewalks free from debris, ice, and snow.

(b) Lessor shall promulgate and enforce reasonable rules and regulations so that the conduct by the other tenants of Lessor and their invitees and employees shall not create or tend to create an objectionable nuisance or other objectionable interference with the business use of Tenant's Premises.

ENTIRE AGREEMENT

26. This agreement contains the entire understanding between the parties with respect to the Premises and may not be varied, altered or changed except by an instrument in writing executed by the parties hereto.

CONSTRAINTS

27. This agreement shall bind and inure to the benefit of the parties hereto and to their respective heirs, executor's administrators, successors and assigns.

INVALID OR UNENFORCEABLE PROVISIONS

28. In the event that any provision of this Lease shall be determined to be invalid or unenforceable, such finding shall not effect the validity of this Lease or any other term, condition or covenant hereof.

OPTIONS

29. Tenant shall have the option to renew this Lease for 1 additional periods of 10 years, provided Tenant shall not have been in default of any of the provisions of this Lease during the term hereof, by notifying the Landlord, in writing, certified mail return receipt requested of his intent to exercise such option no less than Two (2) months before the termination date of this Lease,

(a) Landlord and Tenant shall negotiate in good faith to establish the annual rent to be paid by the Tenant to the Landlord for such option. If the Landlord and Tenant cannot agree upon a rental figure, such rental figure shall be established through arbitration. The landlord and Tenant shall each select one representative for each of them for the Arbitration Panel and the representative so chosen shall select a third person who shall be Chairman of the Arbitration Panel. The Chairman of the Arbitration Panel shall be a licensed Realtor with offices within a 15-mile radius of the premises being leased and whose business is the leasing of commercial real estate.

(b) The decision of a majority of such Arbitration Panel shall be binding upon the Landlord and Tenant with respect to the rent determined by such panel. If the decision of the Panel is rendered after the option period has commenced, such rental shall be retroactive to the commencement date of the option period.

BROKERS COMMISSION

30. Lessor hereby recognizes that _____ N/A _____

were the agents who procured this Lease. Lessor's obligation to the agents for their services shall be as provided in a separate agreement executed between Lessor and the agents. Lessor agrees to indemnify and hold Tenant harmless for any and all claims brought by the agents or any party claiming a commission for the leasing of the Demised Premises pursuant to this Lease.

CAPTIONS AND SECTIONS

31. The captions, paragraph numbers, and index appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such paragraph of this Lease nor in any way affect this Lease.

FAILURE TO EXERCISE

32. Failure to exercise any option or to resort to any remedies provided herein or permitted by law, in the event of any default, shall not constitute a waiver of the right to exercise the same in the event of any future default.

LAWS

33. You will comply with all laws and regulations regarding the premises. You will also not permit any others to violate any laws or regulations while in the premises or on the property. You agree to pay us any and all amounts, which we may pay as fines or penalties as a result of you or others violating any law or regulation.

SALE OF PROPERTY:

34. In the event the property is sold prior to the termination of this lease, except by a taking the buyer may terminate or continue this lease at his / her option.

(a) If the property is sold, we may assign your security deposit to the new owner and give you notice of doing so, which will then release us of all further liability to you under this lease.

TERMINATION OF LEASE

35. In the event that for any reason the Tenant files either personal or corporate bankruptcy, it is agreed that the Tenant will release the Lessor from any and all obligations under the terms and conditions of this Lease and surrender the premises immediately.

36. Attached is a list of personal property owned by the Lessor and part of the leased premises. All equipment and furniture is in good working condition and it is the Tenants responsibility to maintain it in good working order or to replace it as necessary.

SUBORDINATION

37. This lease is subject and subordinate to all mortgages which may now or hereafter affect the real property of which Premises form a part, and to all renewals, modifications, consolidation, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required. In confirmation of such subordination, Tenant shall execute promptly any certificate the Landlord may request, and Tenant hereby constitutes and appoints Landlord the Tenant's attorney-in-fact to execute any such certificate or certificates for and on behalf of Tenant.

The **Corporation** Agrees to waive the defense that the law will construe this Agreement against the drafter in the event of any ambiguity or defect herein.

IN THE WITNESS WHEREOF,

Lessor has on the day and year first herein above set forth, and intending that this Lease be a sealed instrument, executed this Lease under seal; caused this lease to

be signed _____ by _____ attested
by _____

_____ and Tenant has,
on the day and year first herein above set forth, and intending that this Lease be a sealed instrument, caused this Lease to be
signed _____

I UNDERSTAND THAT A BACKGROUND AND CREDIT CHECK IS REQUIRED

ATTEST:

LESSOR:

By: _____
Gus Curcio Sr. President Success Inc

ATTEST:

TENANT:

By: _____
Joseph Regensburger, President Pawn Pro Inc

Date _____

**COMMERCIAL
LEASE**

TENANT
Majestic Management LLC
P.O. Box 524
Stratford, CT 06615

LESSOR

SUCCESS INC.
33 A LIGHT STREET
STRATFORD, CT. 06615
(203) 331-8524

RETAIL OUTLET LEASE

THIS LEASEHOLD AGREEMENT, MADE AND ENTERED INTO this **1st day of June, 2016**, by and between SUCCESS INC. ,of 33 A Light Street Stratford, CT 06615 (hereinafter referred to as "Lessor"), and MAJESTIC MANAGEMENT LLC. a Connecticut Limited Liability Company (hereinafter referred to as Tenant").

WITNESSETH: that the Lessor hereby lets, leases, and rents unto the Tenant, and the Tenant hereby hires, leases, and takes of the Lessor those premises (hereinafter referred to as "Premises" or "Demised Premises") situated in the City / Town of Bridgeport/Stratford, County of Fairfield, and State of Connecticut, known 520 B Success Avenue Bridgeport, CT, together with the exclusive right of all driveways and parking areas contained upon the parcel of real estate of which the Premises are a part for the use of Tenant, its agents, employees, and invites upon the following terms, conditions, provisions and covenants:

TERM

- The term of this Lease shall be for a period of **5 years and 0 months** commencing upon the 1st day of August, 2016 and terminating **5 years and 0 months** thereafter; provided, however, in the event that the term of this lease shall otherwise terminate on any day other than the last day of the month, the term of this lease shall be extended so that it shall expire at 11:59 P.M. on the last day of such month.

RENT

The Tenant shall pay to the Lessor as rent during the term of this Lease an aggregate rental of **One Hundred Eighty Thousand (\$180,000.00)** Dollars, such rent to be payable at Lessor's address for notices as provided in Paragraph 28 herein below, on the first day of each month of the term, in advance, as follows:

- (a) Tenant shall pay to Lessor as rent the sum of **Three Thousand (\$3,000.00) Dollars per month**,
- (b) In the event that the first month of the tenancy created herein shall be a portion of a month, Tenant shall pay rental for such portion of a month the amount of _____N/A_____ multiplied by a fraction, the numerator of which shall be the number of days of Tenant's occupancy and the denominator of which shall be the number of days of the month for which fractional rent is being paid.
- (c) Tenant shall pay for all water, gas, electric power and any and all sewerage or WPCA charges consumed by it, all license, permit, and inspection fees assessed or charged by reason of its use or occupancy of the Premises, and all taxes and assessments levied on or against its personal property located on said Premises. Tenant shall pay for all fire and extended coverage insurance on the Premises and all real estate taxes and assessments levied and payable thereon during the term hereof.

Landlord may notify Tenant of an increase in the monthly rent to be effective the first month of the renewal period.

SECURITY DEPOSIT

3. The Tenant shall pay to the Lessor the first and last months rent. N/A The Tenant shall also provide to the Lessor N/A months rent as a security deposit.

LATE PENALTY

4. In the event the rent is not received by the Lessor with ten (10) days of its due date, the rent shall be deemed late and a 10% late penalty shall be due together with the specified amount of rent.

INSUFFICIENT FUNDS PENALTY

5. If the Tenant pays the rent with a check and said check is returned by the bank because of any reason, then Tenant agrees to pay 10% of the monthly rental as penalty fee, Together with the specified amount of rent.

USE

6. Tenant will occupy and use the Premises for ; Office / Storage or such other purposes upon Lessors written consent, which consent shall not be unreasonably withheld. And for all other operations necessary or incidental to the conduct of its business. Tenant will not permit the Premises to be used for any immoral or illegal purpose. Tenant will comply with all applicable Laws, ordinances, rules, and regulations of any constituted public authority relating to its business.

(a) Tenant shall not use or permit the use of any part of the Premises for advertising purposes other than in connection with Tenant's business. Any adjoining premises owned by or under control of the Lessor shall not be rented or used during the term of this Lease for an immoral or illegal purpose obviously detrimental to the interest of Tenant.

TENANT'S POSSESSION

7. In the event that the term of this Lease is to be determined by reference to the date Lessor tenders possession of the Premises to the tenant and the Tenant accepts the same, the parties hereto shall execute in writing, upon the date the premises are tendered for Tenant's possession and Tenant accepts the same, a document in recordable form stating the commencement date and termination date of the term of this Lease.

INSTALLATION OF EQUIPMENT

8 Prior to the commencement of the Lease term, Tenant may at its sole risk, but without charge, install equipment, fixtures, or store merchandise on or in the premises. Tenant agrees that during the period of time prior to the commencement the Lease term but after Tenant begins to install equipment, furniture or store merchandises that the provisions of paragraph 11 will be in full force and effect.

ALTERATIONS

9. Tenant, at its expense, may, in good workman like manner, make additions or alterations to the Premises as it deems necessary in the conduct of its business without, however, materially reducing the value of such Premises and shall be required to restore the Premises to their original condition. Additions or alterations made by the Tenant, except as hereinafter provided, shall, unless otherwise agreed to in writing, become the property of the Lessor at the termination of this Lease.

9a. No change or alteration shall at any time be made which shall impair the structural soundness or diminish the value of the building in which the Premises are located.

9b. No changes or alterations shall be undertaken until Tenant shall have procured and paid for all required municipal and other governmental permits and authorizations of the various municipal departments and the governmental subdivisions having jurisdiction

LESSOR CONSENT

10. Paragraph (9, 9a, 9b) may not be exercised without the express written consent of the Lessor.

REMOVAL OF EQUIPMENT

11. Tenant upon the termination of this Lease shall have the right to remove from the Premises its removable partitions, shelving, removable fixtures, trade fixtures, equipment, furniture, and personal property but shall have to restore the Premises by reason of such removal to its original state.

12 These terms and conditions are binding and if Landlord takes legal action due to Tenants failure to comply, Tenant agrees to pay, in addition to all rent and other charges due the Landlord, all court costs, expenses, and reasonable attorney's fees.

13. The Lessor assumes no liability or responsibility whatsoever in respect to the conduct and operation of the business to be conducted in said Demised Premises by the Tenant, nor for any accident or injury happening or occurring in or about said Demised Premises which was not caused by or as a result of Lessor's gross negligence or willful act. Any liability or responsibility for any accident or injury happening or occurring in or about said Demised Premises which is not the result of the Lessor's gross negligence or willful act shall be the responsibility of the Tenant and Tenant hereby agrees to assume responsibility therefor and save Lessor harmless therefrom.

FAILURE TO MAINTAIN

14. In the event Tenant fails to perform any item of repair which Tenant is required to make hereunder or to otherwise pay any sum required of Tenant hereunder, the Lessor may after thirty (30) days notice to the Tenant remedy such payment and in connection therewith pay Moines and employ counsel.

FIRE DAMAGE (LOSS OF USE)

15. If all or any part of the Premises is damaged or destroyed by fire or other casualty insured under the fire insurance policy with extended coverage endorsement applicable to the Premises, the Lessor shall at its sole expense repair and rebuild the Premises within one hundred eighty (180) days of the date of the casualty. If it is determined that the damage has rendered the Premises untenable, in whole or in part, for Tenant's normal business use, there shall be an abatement of the rent and all other charges hereunder until the premises are repaired and the said Premises are rendered tenable for Tenant's normal business use. Such abatement shall be determined by Lessor on the basis of the percentage of Tenant's normal business use and activity limited by the damage. If the Lessor is unable to repair and/or rebuild the Premises within one hundred eighty (180) days of the date of the casualty, Lessor may at any time after one hundred eighty (180) days, at its option, terminate this Lease and be relieved of all further obligations hereunder.

CONDEMNATION

16. If the Premises or the parking area (even if Tenant's rights thereto are non-exclusive) or such part thereof as would render the remainder unsuitable for Tenant's use, be appropriated or condemned by public authority, be taken by proceedings in eminent domain or notice thereof be served, or if by reason of any law or ordinance the use of the Premises for the purpose of this Lease shall be unlawful, Tenant may at its option terminate this Lease upon thirty (30) days written notice to Lessor, and rent shall be paid only to the time when Tenant surrenders possession of the Premises. If only a part of the Premises are so taken, Tenant may elect to continue in possession of the remainder and in such case the rent payable hereunder shall be reduced proportionally. Any rent paid in advance shall be returned by Lessor to Tenant on demand. Lessor will, on written notice for the benefit of Tenant but at Tenant's expense, include in its claim against the taking authority such sum as Tenant certifies to Lessor as damages resulting from Tenant's loss of occupancy or relocation expense.

ASSIGNMENT AND SUBLETTING

17. Tenant may assign or sublet the Premises to a person; corporation or other legal entity for any lawful purpose not more hazardous than the uses herein specified, provided, however, that any such assignment or sublease shall at no time relieve Tenant of the obligations imposed upon it by the terms of this

Lease. It is agreed that in the event that Tenant proposes to assign this Lease or sublet the Premises to a person, corporation or other legal entity, Tenant will not assign or sublet without the prior written consent of the Lessor, which consent shall not be unreasonably withheld. In connection with such an assignment or sublet, it is agreed that the Lessor will respond in writing to any request by the Tenant within thirty (30) days of the request. The failure to respond in writing within the thirty (30) day period shall be deemed a grant of consent. In addition, if Lessor proposes to withhold its consent, it shall state the reasons therefor within its written response.

ESTOPEL

18. Each party agrees at any time and from time to time at the request of the other and upon not less than ten (10) days and not more than twenty (20) days prior advance notice to execute, acknowledge and deliver to the other a statement in writing certifying that the Lease is unmodified and, if such is the fact, in full force and effect, and if such is the fact, that there are no known defaults thereunder or, if there are, specifying the same and any offsets, counterclaims, or defenses being claimed and dates to which the rent and other charges have been paid. It is intended that any such statement delivered pursuant to this section may be relied upon by any prospective purchaser or acquirer of either party hereto or any prospective lender to either party hereto or by any other properly interested party.

(a) The execution, acknowledgment and delivery of any such statement shall not, however, affect any claim or right of action of the party executing, acknowledging or delivering the same as against the other party hereto.

LANDLORD'S INSPECTION

19. Lessor shall have the right to enter the Premises during Tenant's normal business hours to inspect and make repairs. Lessor agrees not to exercise this right in such a way as to unreasonably interfere with Tenant's business.

DEFAULT OF TENANT

20. If Tenant defaults in the payment of rent, and such default continues for a period of ten (10) days after Lessor notifies thereof, or defaults in the performance of any other condition or covenant of this Lease, and such default continues for thirty (30) days after written notice, Lessor shall have the right to institute legal proceedings to re-enter said Premises and remove Tenant and all other persons therefrom and shall have the option of canceling this Lease. Provided, Tenant shall not, however, be held in default if its failure to pay rent on the date due or otherwise perform in accordance with the terms hereof results from riots, civil commotion, governmental intervention, act of God or any other act or event beyond its reasonable control, but nothing herein shall relieve Tenant from thereafter paying all past due rent as soon as it is reasonably possible under the circumstances. Provided, further, if the Tenant is in default in the performance of any condition or covenant of this Lease other than the covenant to pay rent and if such default is of such nature that it cannot be cured within thirty (30) days if the Tenant commenced curing such default within the thirty (30) day period and thereafter proceeds with reasonable diligence and in good faith to remedy such default Lessor shall not be entitled to cancel this Lease or otherwise avail itself of any right or remedy at law for the cancellation of this Lease.

(a) If the Tenant shall be dispossessed for non-payment of rent, or if the leased premises shall be deserted or vacated, the Landlord or its agents shall have the right to and may enter the said premises as the agent of the Tenant, either by force or otherwise, without being liable for any prosecution or damages therefore, and may relet the premises as the agent of the Tenant, and receive the rent therefore, upon such terms as shall be satisfactory to the Landlord, and all rights of the Tenant to repossess the premises under the Lease shall be forfeited. Such re-entry by the Landlord shall not operate to release the Tenant from any rent to be paid or covenants to be performed hereunder during the full term of this lease.

(b) It is agreed that Tenant shall in no event be excused from performance in the failure to pay rent or to perform in accordance with the terms of the Lease for a period more than ninety (90) consecutive days.

HOLDING OVER

21. If at the expiration of this Lease Tenant should hold over for any reason whatever, it is hereby agreed that in absence of a written agreement to the contrary, such tenancy shall be from month to month only, and under the same conditions and at one and one-half times the monthly rental as provided for herein.

NOTICES

22. All notices required or agreed to be given hereunder by either party shall be in writing and sent postage prepaid, certified or registered mail, return receipt requested to the addresses provided as follows:

TO LESSOR: SUCCESS INC

33 A LIGHT STREET
STRATFORD, CT. 06615

TO TENANT: MAJESTIC MANAGEMENT LLC

P.O. BOX 524
STRATFORD, CT 06615

Either party may by notice change their address as provided hereinabove.

WAIVER

23 No waiver of any of the terms, conditions, provisions or covenants of this Lease or a breach of the same shall constitute a waiver of any other covenant or the continued breach of said covenants.

COVENANT OF QUIET ENJOYMENT

24. Lessor represents that it is the owner or authorized agent for the owner of the Premises, has the right to lease the same, and at Tenant's request will submit proof thereof. If Tenant performs all the covenants herein agreed to be performed by it, Lessor, its heirs, executors, administrators, mortgagees, successors or assigns, shall warrant and defend Tenant in the quiet enjoyment and peaceful possession of said Premises during the Lease Term.

USE OF COMMON AREAS

25. If the Premises are a part of the parcel of real estate owned by Lessor, it is agreed as follows:

(a) Tenant shall keep its share of the driveway, parking area and sidewalks free from debris, ice, and snow.

(b) Lessor shall promulgate and enforce reasonable rules and regulations so that the conduct by the other tenants of Lessor and their invitees and employees shall not create or tend to create an objectionable nuisance or other objectionable interference with the business use of Tenant's Premises.

ENTIRE AGREEMENT

26. This agreement contains the entire understanding between the parties with respect to the Premises and may not be varied, altered or changed except by an instrument in writing executed by the parties hereto.

CONSTRAINTS

27. This agreement shall bind and inure to the benefit of the parties hereto and to their respective heirs, executor's administrators, successors and assigns.

INVALID OR UNENFORCEABLE PROVISIONS

28. In the event that any provision of this Lease shall be determined to be invalid or unenforceable, such finding shall not effect the validity of this Lease or any other term, condition or covenant hereof.

OPTIONS

29. Tenant shall have the option to renew this Lease for 1 additional periods of 10 years, provided Tenant shall not have been in default of any of the provisions of this Lease during the term hereof, by notifying the Landlord, in writing, certified mail return receipt requested of his intent to exercise such option no less than Two (2) months before the termination date of this Lease,

(a) Landlord and Tenant shall negotiate in good faith to establish the annual rent to be paid by the Tenant to the Landlord for such option. If the Landlord and Tenant cannot agree upon a rental figure, such rental figure shall be established through arbitration. The landlord and Tenant shall each select one representative for each of them for the Arbitration Panel and the representative so chosen shall select a third person who shall be Chairman of the Arbitration Panel. The Chairman of the Arbitration Panel shall be a licensed Realtor with offices within a 15-mile radius of the premises being leased and whose business is the leasing of commercial real estate.

(b) The decision of a majority of such Arbitration Panel shall be binding upon the Landlord and Tenant with respect to the rent determined by such panel. If the decision of the Panel is rendered after the option period has commenced, such rental shall be retroactive to the commencement date of the option period.

BROKERS COMMISSION

30. Lessor hereby recognizes that _____ N/A _____

were the agents who procured this Lease. Lessor's obligation to the agents for their services shall be as provided in a separate agreement executed between Lessor and the agents. Lessor agrees to indemnify and hold Tenant harmless for any and all claims brought by the agents or any party claiming a commission for the leasing of the Demised Premises pursuant to this Lease.

CAPTIONS AND SECTIONS

31. The captions, paragraph numbers, and index appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such paragraph of this Lease nor in any way affect this Lease.

FAILURE TO EXERCISE

32. Failure to exercise any option or to resort to any remedies provided herein or permitted by law, in the event of any default, shall not constitute a waiver of the right to exercise the same in the event of any future default.

LAWS

33. You will comply with all laws and regulations regarding the premises. You will also not permit any others to violate any laws or regulations while in the premises or on the property. You agree to pay us any and all amounts, which we may pay as fines or penalties as a result of you or others violating any law or regulation.

SALE OF PROPERTY:

34. In the event the property is sold prior to the termination of this lease, except by a taking the buyer may terminate or continue this lease at his / her option.

(a) If the property is sold, we may assign your security deposit to the new owner and give you notice of doing so, which will then release us of all further liability to you under this lease.

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37. This lease is subject and subordinate to all mortgages which may now or hereafter affect the real property of which Premises form a part, and to all renewals, modifications, consolidation, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required. In confirmation of such subordination, Tenant shall execute promptly any certificate the Landlord may request, and Tenant hereby constitutes and appoints Landlord the Tenant's attorney-in-fact to execute any such certificate or certificates for and on behalf of Tenant.

The **Corporation** Agrees to waive the defense that the law will construe this Agreement against the drafter in the event of any ambiguity or defect herein.

IN THE WITNESS WHEREOF,

Lessor has on the day and year first herein above set forth, and intending that this Lease be a sealed instrument, executed this Lease under seal; caused this lease to

be signed _____ by _____ attested

by _____

_____ and Tenant has,

on the day and year first herein above set forth, and intending that this Lease be a sealed instrument, caused this Lease to be

signed _____

I UNDERSTAND THAT A BACKGROUND AND CREDIT CHECK IS REQUIRED

ATTEST:

LESSOR:

By: _____

Gus Curcio Sr. President Success Inc

ATTEST:

TENANT:

By: _____

Gus Curcio Sr. Member Majestic Management LLC

Date _____

**COMMERCIAL
LEASE**

TENANT
Millennium Group Management LLC
P.O. Box 506
Stratford, CT 06615

LESSOR

SUCCESS INC.
33 A LIGHT STREET
STRATFORD, CT. 06615
(203) 331-8524

RETAIL OUTLET LEASE

THIS LEASEHOLD AGREEMENT, MADE AND ENTERED INTO this **1st day of January, 2017** by and between SUCCESS INC. ,of 33 A Light Street Stratford, CT 06615 (hereinafter referred to as "Lessor"), and MILLENNIUM GROUP MANAGEMENT LLC. a Connecticut Limited Liability Company (hereinafter referred to as Tenant").

WITNESSETH: that the Lessor hereby lets, leases, and rents unto the Tenant, and the Tenant hereby hires, leases, and takes of the Lessor those premises (hereinafter referred to as "Premises" or "Demised Premises") situated in the City / Town of Bridgeport/Stratford, County of Fairfield, and State of Connecticut, known 520 B Success Avenue Bridgeport, CT, together with the exclusive right of all driveways and parking areas contained upon the parcel of real estate of which the Premises are a part for the use of Tenant, its agents, employees, and invites upon the following terms, conditions, provisions and covenants:

TERM

1. The term of this Lease shall be for a period of **1 years and 0 month(s)** commencing upon the 1st day of January, 2017 and terminating **5 years and 0 months** thereafter; provided, however, in the event that the term of this lease shall otherwise terminate on any day other than the last day of the month, the term of this lease shall be extended so that it shall expire at 11:59 P.M. on the last day of such month.

RENT

The Tenant shall pay to the Lessor as rent during the term of this Lease an aggregate rental of **One Hundred Twenty Thousand (\$120,000.00)** Dollars, such rent to be payable at Lessor's address for notices as provided in Paragraph 28 herein below, on the first day of each month of the term, in advance, as follows:

- (a) Tenant shall pay to Lessor as rent the sum of **One Thousand (\$2,000.00) Dollars per month**,
- (b) In the event that the first month of the tenancy created herein shall be a portion of a month, Tenant shall pay rental for such portion of a month the amount of _____N/A_____ multiplied by a fraction, the numerator of which shall be the number of days of Tenant's occupancy and the denominator of which shall be the number of days of the month for which fractional rent is being paid.
- (c) Tenant shall pay for all water, gas, electric power and any and all sewerage or WPCA charges consumed by it, all license, permit, and inspection fees assessed or charged by reason of its use or occupancy of the Premises, and all taxes and assessments levied on or against its personal property located on said Premises. Tenant shall pay for all fire and extended coverage insurance on the Premises and all real estate taxes and assessments levied and payable thereon during the term hereof.

Landlord may notify Tenant of an increase in the monthly rent to be effective the first month of the renewal period.

SECURITY DEPOSIT

3. The Tenant shall pay to the Lessor the first and last months rent. N/A The Tenant shall also provide to the Lessor N/A months' rent as a security deposit.

LATE PENALTY

4. In the event the rent is not received by the Lessor with ten (10) days of its due date, the rent shall be deemed late and a 10% late penalty shall be due together with the specified amount of rent.

INSUFFICIENT FUNDS PENALTY

5. If the Tenant pays the rent with a check and said check is returned by the bank because of any reason, then Tenant agrees to pay 10% of the monthly rental as penalty fee, Together with the specified amount of rent.

USE

6. Tenant will occupy and use the Premises for; Office / Storage or such other purposes upon Lessors written consent, which consent shall not be unreasonably withheld. And for all other operations necessary or incidental to the conduct of its business. Tenant will not permit the Premises to be used for any immoral or illegal purpose. Tenant will comply with all applicable Laws, ordinances, rules, and regulations of any constituted public authority relating to its business.

(a) Tenant shall not use or permit the use of any part of the Premises for advertising purposes other than in connection with Tenant's business. Any adjoining premises owned by or under control of the Lessor shall not be rented or used during the term of this Lease for an immoral or illegal purpose obviously detrimental to the interest of Tenant.

TENANT'S POSSESSION

7. In the event that the term of this Lease is to be determined by reference to the date Lessor tenders possession of the Premises to the tenant and the Tenant accepts the same, the parties hereto shall execute in writing, upon the date the premises are tendered for Tenant's possession and Tenant accepts the same, a document in recordable form stating the commencement date and termination date of the term of this Lease.

INSTALLATION OF EQUIPMENT

8 Prior to the commencement of the Lease term, Tenant may at its sole risk, but without charge, install equipment, fixtures, or store merchandise on or in the premises. Tenant agrees that during the period of time prior to the commencement the Lease term but after Tenant begins to install equipment, furniture or store merchandises that the provisions of paragraph 11 will be in full force and effect.

ALTERATIONS

9. Tenant, at its expense, may, in good workman like manner, make additions or alterations to the Premises as it deems necessary in the conduct of its business without, however, materially reducing the value of such Premises and shall be required to restore the Premises to their original condition. Additions or alterations made by the Tenant, except as hereinafter provided, shall, unless otherwise agreed to in writing, become the property of the Lessor at the termination of this Lease.

9a. No change or alteration shall at any time be made which shall impair the structural soundness or diminish the value of the building in which the Premises are located.

9b. No changes or alterations shall be undertaken until Tenant shall have procured and paid for all required municipal and other governmental permits and authorizations of the various municipal departments and the governmental subdivisions having jurisdiction

LESSOR CONSENT

10. Paragraph (9, 9a, 9b) may not be exercised without the express written consent of the Lessor.

REMOVAL OF EQUIPMENT

11. Tenant upon the termination of this Lease shall have the right to remove from the Premises its removable partitions, shelving, removable fixtures, trade fixtures, equipment, furniture, and personal property but shall have to restore the Premises by reason of such removal to its original state.

12 These terms and conditions are binding and if Landlord takes legal action due to Tenants failure to comply, Tenant agrees to pay, in addition to all rent and other charges due the Landlord, all court costs, expenses, and reasonable attorney's fees.

13. The Lessor assumes no liability or responsibility whatsoever in respect to the conduct and operation of the business to be conducted in said Demised Premises by the Tenant, nor for any accident or injury happening or occurring in or about said Demised Premises which was not caused by or as a result of Lessor's gross negligence or willful act. Any liability or responsibility for any accident or injury happening or occurring in or about said Demised Premises which is not the result of the Lessor's gross negligence or willful act shall be the responsibility of the Tenant and Tenant hereby agrees to assume responsibility therefor and save Lessor harmless therefrom.

FAILURE TO MAINTAIN

14. In the event Tenant fails to perform any item of repair which Tenant is required to make hereunder or to otherwise pay any sum required of Tenant hereunder, the Lessor may after thirty (30) days notice to the Tenant remedy such payment and in connection therewith pay Moines and employ counsel.

FIRE DAMAGE (LOSS OF USE)

15. If all or any part of the Premises is damaged or destroyed by fire or other casualty insured under the fire insurance policy with extended coverage endorsement applicable to the Premises, the Lessor shall at its sole expense repair and rebuild the Premises within one hundred eighty (180) days of the date of the casualty. If it is determined that the damage has rendered the Premises untenable, in whole or in part, for Tenant's normal business use, there shall be an abatement of the rent and all other charges hereunder until the premises are repaired and the said Premises are rendered tenable for Tenant's normal business use. Such abatement shall be determined by Lessor on the basis of the percentage of Tenant's normal business use and activity limited by the damage. If the Lessor is unable to repair and/or rebuild the Premises within one hundred eighty (180) days of the date of the casualty, Lessor may at any time after one hundred eighty (180) days, at its option, terminate this Lease and be relieved of all further obligations hereunder.

CONDEMNATION

16. If the Premises or the parking area (even if Tenant's rights thereto are non-exclusive) or such part thereof as would render the remainder unsuitable for Tenant's use, be appropriated or condemned by public authority, be taken by proceedings in eminent domain or notice thereof be served, or if by reason of any law or ordinance the use of the Premises for the purpose of this Lease shall be unlawful, Tenant may at its option terminate this Lease upon thirty (30) days written notice to Lessor, and rent shall be paid only to the time when Tenant surrenders possession of the Premises. If only a part of the Premises are so taken, Tenant may elect to continue in possession of the remainder and in such case the rent payable hereunder shall be reduced proportionally. Any rent paid in advance shall be returned by Lessor to Tenant on demand. Lessor will, on written notice for the benefit of Tenant but at Tenant's expense, include in its claim against the taking authority such sum as Tenant certifies to Lessor as damages resulting from Tenant's loss of occupancy or relocation expense.

ASSIGNMENT AND SUBLETTING

17. Tenant may assign or sublet the Premises to a person; corporation or other legal entity for any lawful purpose not more hazardous than the uses herein specified, provided, however, that any such assignment or sublease shall at no time relieve Tenant of the obligations imposed upon it by the terms of this Lease. It is agreed that in the event that Tenant proposes to assign this Lease or sublet the Premises to a person, corporation or other legal entity, Tenant will not assign or sublet without the prior written consent of the Lessor, which consent shall not be unreasonably withheld. In connection with such an assignment or sublet, it is agreed that the Lessor will respond in writing to any request by the Tenant within thirty (30) days of the request. The failure to respond in writing within the thirty (30) day period shall be deemed a grant of consent. In addition, if Lessor proposes to withhold its consent, it shall state the reasons therefor within its written response.

ESTOPEL

18. Each party agrees at any time and from time to time at the request of the other and upon not less than ten (10) days and not more than twenty (20) days prior advance notice to execute, acknowledge and deliver to the other a statement in writing certifying that the Lease is unmodified and, if such is the fact, in full force and effect, and if such is the fact, that there are no known defaults thereunder or, if there are, specifying the same and any offsets, counterclaims, or defenses being claimed and dates to which the rent and other charges have been paid. It is intended that any such statement delivered pursuant to this section may be relied upon by any prospective purchaser or acquirer of either party hereto or any prospective lender to either party hereto or by any other properly interested party.

(a) The execution, acknowledgment and delivery of any such statement shall not, however, affect any claim or right of action of the party executing, acknowledging or delivering the same as against the other party hereto.

LANDLORD'S INSPECTION

19. Lessor shall have the right to enter the Premises during Tenant's normal business hours to inspect and make repairs. Lessor agrees not to exercise this right in such a way as to unreasonably interfere with Tenant's business.

DEFAULT OF TENANT

20. If Tenant defaults in the payment of rent, and such default continues for a period of ten (10) days after Lessor notifies thereof, or defaults in the performance of any other condition or covenant of this Lease, and such default continues for thirty (30) days after written notice, Lessor shall have the right to institute legal proceedings to re-enter said Premises and remove Tenant and all other persons therefrom and shall have the option of canceling this Lease. Provided, Tenant shall not, however, be held in default if its failure to pay rent on the date due or otherwise perform in accordance with the terms hereof results from riots, civil commotion, governmental intervention, act of God or any other act or event beyond its reasonable control, but nothing herein shall relieve Tenant from thereafter paying all past due rent as soon as it is reasonably possible under the circumstances. Provided, further, if the Tenant is in default in the performance of any condition or covenant of this Lease other than the covenant to pay rent and if such default is of such nature that it cannot be cured within thirty (30) days if the Tenant commenced curing such default within the thirty (30) day period and thereafter proceeds with reasonable diligence and in good faith to remedy such default Lessor shall not be entitled to cancel this Lease or otherwise avail itself of any right or remedy at law for the cancellation of this Lease.

(a) If the Tenant shall be dispossessed for non-payment of rent, or if the leased premises shall be deserted or vacated, the Landlord or its agents shall have the right to and may enter the said premises as the agent of the Tenant, either by force or otherwise, without being liable for any prosecution or damages therefore, and may relet the premises as the agent of the Tenant, and receive the rent therefore, upon such

terms as shall be satisfactory to the Landlord, and all rights of the Tenant to repossess the premises under the Lease shall be forfeited. Such re-entry by the Landlord shall not operate to release the Tenant from any rent to be paid or covenants to be performed hereunder during the full term of this lease.

(b) It is agreed that Tenant shall in no event be excused from performance in the failure to pay rent or to perform in accordance with the terms of the Lease for a period more than ninety (90) consecutive days.

HOLDING OVER

21. If at the expiration of this Lease Tenant should hold over for any reason whatever, it is hereby agreed that in absence of a written agreement to the contrary, such tenancy shall be from month to month only, and under the same conditions and at one and one-half times the monthly rental as provided for herein.

NOTICES

22. All notices required or agreed to be given hereunder by either party shall be in writing and sent postage prepaid, certified or registered mail, return receipt requested to the addresses provided as follows:

TO LESSOR: SUCCESS INC

33 A LIGHT STREET
STRATFORD, CT. 06615

TO TENANT: MILLENNIUM GROUP MANAGEMENT LLC

P.O. BOX 506
STRATFORD, CT 06615

Either party may by notice change their address as provided hereinabove.

WAIVER

23 No waiver of any of the terms, conditions, provisions or covenants of this Lease or a breach of the same shall constitute a waiver of any other covenant or the continued breach of said covenants.

COVENANT OF QUIET ENJOYMENT

24. Lessor represents that it is the owner or authorized agent for the owner of the Premises, has the right to lease the same, and at Tenant's request will submit proof thereof. If Tenant performs all the covenants herein agreed to be performed by it, Lessor, its heirs, executors, administrators, mortgagees, successors or assigns, shall warrant and defend Tenant in the quiet enjoyment and peaceful possession of said Premises during the Lease Term.

USE OF COMMON AREAS

25. If the Premises are a part of the parcel of real estate owned by Lessor, it is agreed as follows:

(a) Tenant shall keep its share of the driveway, parking area and sidewalks free from debris, ice, and snow.

(b) Lessor shall promulgate and enforce reasonable rules and regulations so that the conduct by the other tenants of Lessor and their invitees and employees shall not create or tend to create an objectionable nuisance or other objectionable interference with the business use of Tenant's Premises.

ENTIRE AGREEMENT

26. This agreement contains the entire understanding between the parties with respect to the Premises and may not be varied, altered or changed except by an instrument in writing executed by the parties hereto.

CONSTRAINTS

27. This agreement shall bind and inure to the benefit of the parties hereto and to their respective heirs, executor's administrators, successors and assigns.

INVALID OR UNENFORCEABLE PROVISIONS

28. In the event that any provision of this Lease shall be determined to be invalid or unenforceable, such finding shall not effect the validity of this Lease or any other term, condition or covenant hereof.

OPTIONS

29. Tenant shall have the option to renew this Lease for 1 additional periods of 1 years, provided Tenant shall not have been in default of any of the provisions of this Lease during the term hereof, by notifying the Landlord, in writing, certified mail return receipt requested of his intent to exercise such option no less than Two (2) months before the termination date of this Lease,

(a) Landlord and Tenant shall negotiate in good faith to establish the annual rent to be paid by the Tenant to the Landlord for such option. If the Landlord and Tenant cannot agree upon a rental figure, such rental figure shall be established through arbitration. The landlord and Tenant shall each select one representative for each of them for the Arbitration Panel and the representative so chosen shall select a third person who shall be Chairman of the Arbitration Panel. The Chairman of the Arbitration Panel shall be a licensed Realtor with offices within a 15-mile radius of the premises being leased and whose business is the leasing of commercial real estate.

(b)The decision of a majority of such Arbitration Panel shall be binding upon the Landlord and Tenant with respect to the rent determined by such panel. If the decision of the Panel is rendered after the option period has commenced, such rental shall be retroactive to the commencement date of the option period.

BROKERS COMMISSION

30. Lessor hereby recognizes that _____ N/A _____

_____ were the agents who procured this Lease. Lessor's obligation to the agents for their services shall be as provided in a separate agreement executed between Lessor and the agents. Lessor agrees to indemnify and hold Tenant harmless for any and all claims brought by the agents or any party claiming a commission for the leasing of the Demised Premises pursuant to this Lease.

CAPTIONS AND SECTIONS

31. The captions, paragraph numbers, and index appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such paragraph of this Lease nor in any way affect this Lease.

FAILURE TO EXERCISE

32. Failure to exercise any option or to resort to any remedies provided herein or permitted by law, in the event of any default, shall not constitute a waiver of the right to exercise the same in the event of any future default.

LAWS

33. You will comply with all laws and regulations regarding the premises. You will also not permit any others to violate any laws or regulations while in the premises or on the property. You agree to pay us any and all amounts, which we may pay as fines or penalties as a result of you or others violating any law or regulation.

SALE OF PROPERTY:

34. In the event the property is sold prior to the termination of this lease, except by a taking the buyer may terminate or continue this lease at his / her option.

(a) If the property is sold, we may assign your security deposit to the new owner and give you notice of doing so, which will then release us of all further liability to you under this lease.

TERMINATION OF LEASE

35, In the event that for any reason the Tenant files either personal or corporate bankruptcy, it is agreed that the Tenant will release the Lessor from any and all obligations under the terms and conditions of this Lease and surrender the premises immediately.

36, Attached is a list of personal property owned by the Lessor and part of the leased premises. All equipment and furniture is in good working condition and it is the Tenants responsibility to maintain it in good working order or to replace it as necessary.

SUBORDINATION

37. This lease is subject and subordinate to all mortgages which may now or hereafter affect the real property of which Premises form a part, and to all renewals, modifications, consolidation, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required. In confirmation of such subordination, Tenant shall execute promptly any certificate the Landlord may request, and Tenant hereby constitutes and appoints Landlord the Tenant's attorney-in-fact to execute any such certificate or certificates for and on behalf of Tenant.

The **Corporation** Agrees to waive the defense that the law will construe this Agreement against the drafter in the event of any ambiguity or defect herein.

IN THE WITNESS WHEREOF,

Lessor has on the day and year first herein above set forth, and intending that this Lease be a sealed instrument, executed this Lease under seal; caused this lease to

be signed _____ by _____ attested

by _____ and Tenant has,

on the day and year first herein above set forth, and intending that this Lease be a sealed instrument, caused this Lease to be

signed _____

I UNDERSTAND THAT A BACKGROUND AND CREDIT CHECK IS REQUIRED

ATTEST:

LESSOR:

By: _____

Gus Curcio Sr. President Success Inc

ATTEST:

TENANT:

By: _____

Gus Curcio Sr. Member Millennium Group Management LLC

Date _____

EXHIBIT D

RESIDENTIAL LIVING FACILITY AGREEMENT

This Residential Living Facility Agreement ("Lease") is made and effective this 1st day of January 1, 2017 by and between Success Inc. ("Landlord") and Nicholas E. Owen II ("Tenant," whether one or more). This Lease creates joint and several liabilities in the case of multiple Tenants.

1. PREMISES.

Landlord hereby rents to Tenant and Tenant accepts in its present condition the Residential Living Facility at 4 Whippoorwill Lane Stratford, CT "Residential Living Facility").

2. TERM.

The term of this Lease shall start on 1/1/2017, and end on the 12/31/2017. With the right to a one (1) year option should tenant choose to exercise. In the event that Landlord is unable to provide the Residential Living Facility on the exact start date, then Landlord shall provide the Residential Living Facility as soon as possible, and Tenant's obligation to pay rent shall abate during such period. Tenant shall not be entitled to any other remedy for any delay in providing the Residential Living Facility.

3. RENT and RENT INCREASE

Tenant agrees to pay, without demand, to Landlord as rent for the Residential Living Facility the sum of \$3,500.00. Dollars per month in advance on the first day of each calendar month, payable by cash or US Postal Money order ONLY made payable to Success Inc. and mailed to P.O. Box 524 Stratford, CT 06615, or at such other place as Landlord may designate. Landlord may impose a late payment charge of \$10.00 per day for any amount that is more than fifteen (15) days late. Rent will be prorated if the term does not start on the first day of the month or for any other partial month of the term. At least thirty (30) days prior to the expiration of this lease or any renewal (s) of this lease, the Landlord may notify Tenant of an increase in the monthly rent to be effective the first month of the renewal period.

A) Landlord shall abate any claim to past due rent prior to signing this lease.

B) These terms and conditions are binding and if Landlord takes legal action due to Tenants failure to comply, Tenant agrees to pay, in addition to all rent and other charges due the Landlord, all court costs, expenses, and reasonable attorney's fees.

4. SECURITY DEPOSIT.

Upon execution of this Lease, Tenant deposits with Landlord N/A rent.

5. QUIET ENJOYMENT.

Landlord agrees that on paying the rent and performing the obligations contained in this Lease, Landlord will not interfere with Tenant's peaceful use and enjoyment of the Residential Living Facility.

6. USE OF PREMISES.

A. The Residential Living Facility shall be used and occupied by Tenant and any and all additional tenants she may sublet to as a private Residential Living Facility. Neither the Residential Living Facility nor any part of the Residential Living Facility or yard shall be used at any time during the term of this Lease for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private Residential Living Facility.

B. Tenant shall comply with all the health and sanitary laws, ordinances, rules, and orders of appropriate governmental authorities and homes associations, if any, with respect to the Residential Living Facility.

7. NUMBER OF OCCUPANTS.

Tenant agrees that the Residential Living Facility shall be occupied by no more than 6 persons, including no more than 0 under the age of eighteen (18) years, without the prior written consent of Landlord.

8. CONDITION OF PREMISES.

Tenant agrees that Tenant has examined the Residential Living Facility, including the grounds and all buildings and improvements, and that they are, at the time of this Lease, in good order, good repair, safe, clean, and Tenantable condition. Landlord and Tenant agree that a copy of the "Joint Inspection," the original of which is maintained by Landlord and a copy provided to Tenant, attached hereto reflects the condition of the Residential Living Facility at the commencement of Tenant's occupancy.

9. ASSIGNMENT AND SUBLETTING.

N / A

10. ALTERATIONS AND IMPROVEMENTS.

A. Tenant shall make no alterations to the Residential Living Facility or construct any building or make other improvements without the prior written consent of Landlord.

B. All alterations, changes, and improvements built, constructed, or placed on or around the Residential Living Facility by Tenant, with the exception of fixtures properly removable without damage to the Residential Living Facility and movable personal property, shall, unless otherwise provided by written agreement between Landlord and Tenant, be the property of Landlord and remain at the expiration or earlier termination of this Lease.

11. DAMAGE TO PREMISES.

If the Residential Living Facility, or any part of the Residential Living Facility, shall be partially damaged by fire or other casualty not due to Tenant's negligence or willful act, or that of Tenant's family, agent, or visitor, there shall be an abatement of rent corresponding with the time during which, and the extent to which, the Residential

Living Facility is untenantable. If Landlord shall decide not to rebuild or repair, the term of this Lease shall end and the rent shall be prorated up to the time of the damage.

12. DANGEROUS MATERIALS.

Tenant shall not keep or have on or around the Residential Living Facility any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on or around the Residential Living Facility or that might be considered hazardous.

13. UTILITIES.

I/Tenant will pay for the utilities checked:

() cold water; (X) hot water; (X) electricity; (X) gas; (X) heat; (X) air conditioning

You/Landlord will provide me with the following check utilities as part of this rental:

(X) cold water; () hot water; () electricity; () gas; () heat; () air conditioning

Tenant shall not default on any obligation to a utility provider for utility services at the Residential Living Facility.

14. MAINTENANCE AND REPAIR.

A. Tenant will, at Tenant's sole expense, keep and maintain the Residential Living Facility and appurtenances in good and sanitary condition and repair during the term of this Lease. In particular, Tenant shall keep the fixtures in the Residential Living Facility in good order and repair; keep the furnace clean; and keep the walks free from dirt and debris. Tenant shall, at Tenant's sole expense, make all required repairs to the plumbing, range, oven, heating apparatus, electric and gas fixtures, other mechanical devices and systems, floors, ceilings and walls whenever damage to such items shall have resulted from Tenant's misuse, waste, or neglect, or that of the of Tenant's family, agent, or visitor.

B. Tenant agrees that no signs shall be placed or painting done on or about the Residential Living Facility by Tenant without the prior written consent of Landlord.

C. Tenant agrees to promptly notify Landlord in the event of any damage, defect or destruction of the Residential Living Facility, or the failure of any of Landlord's appliances or mechanical systems, and except for repairs or replacements that are the obligation of Tenant pursuant to Subsection A above, Landlord shall use its best efforts to repair or replace such damaged or defective area, appliance or mechanical system.

15. ANIMALS.

Tenant shall keep no domestic or other animals on or about the Residential Living Facility without the prior written consent of Landlord.

16. RIGHT OF INSPECTION.

Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Lease and any renewal of this Lease to enter the Residential Living Facility

for the purpose of inspecting the premises and/or making any repairs to the premises or other item as required under this Lease.

17. DISPLAY OF SIGNS.

During the last thirty (30) days of this Lease, Landlord or Landlord's agent may display "For Sale" or "For Rent" or "Vacancy" or similar signs on or about the Residential Living Facility and enter to show the Residential Living Facility to prospective purchasers or Tenants.

18. HOLDOVER BY TENANT.

Should Tenant remain in possession of the Residential Living Facility with the consent of Landlord after the expiration of the Term of this Lease, a new tenancy from month to month shall be created which shall be subject to all the terms and conditions of this Lease, but shall be terminable on thirty (30) days by either party or longer notice if required by law. If Tenant holds over without Landlord's consent, Landlord is entitled to double rent, pro-rated per each day of the holdover, lasting until Tenant leaves the Residential Living Facility.

19. SURRENDER OF PREMISES.

At the expiration of the Lease, Tenant shall quit and surrender the Residential Living Facility in as good state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

20. FORFEITURE OF SECURITY DEPOSIT - DEFAULT. N/A

It is understood and agreed that Tenant shall not attempt to apply or deduct any portion of any security deposit from the last or any month's rent or use or apply any such security deposit at any time in lieu of payment of rent. If Tenant fails to comply, such security deposit shall be forfeited and Landlord may recover the rent due as if any such deposit had not been applied or deducted from the rent due. For the purposes of this paragraph, it shall be conclusively presumed that a Tenant leaving the Premises while owing rent is making an attempted deduction of deposits. Furthermore, any deposit shall be held as a guarantee that Tenant shall perform the obligations of the Lease and shall be forfeited by the Tenant should Tenant breach any of the terms and conditions of this Lease. In the event of default, by Tenant, of any obligation in this Lease which is not cured by Tenant within fifteen (15) days notice from Landlord, then in addition to forfeiture of the Security Deposit, Landlord may pursue any other remedy available at law, equity or otherwise.

21. ABANDONMENT.

If at any time during the term of this Lease, Tenant abandons the Residential Living Facility or any of Tenant's personal property in or about the Residential Living Facility, Landlord shall have the following rights: Landlord may, at Landlord's option, enter the Residential Living Facility by any means without liability to Tenant for damages and may relet the Residential Living Facility, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting; Also, at

Landlord's option, Landlord may hold Tenant liable for any difference between the rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by Landlord by means of such reletting. Landlord may also dispose of any of Tenant's abandoned personal property as Landlord deems appropriate, without liability to Tenant.

22. SECURITY.

Tenant acknowledges that Landlord does provide a security alarm system for the Residential Living Facility or for Tenant and that any such alarm system or security service, if provided, is not represented or warranted to be complete in all respects or to protect Tenant from all harm. Tenant hereby releases Landlord from any loss, suit, claim, charge, damage or injury resulting from lack of security or failure of security.

23. SEVERABILITY.

If any part or parts of this Lease shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect.

24. INSURANCE.

Tenant acknowledges that Landlord will not provide insurance coverage for Tenant's property, nor shall Landlord be responsible for any loss of Tenant's property, whether by theft, fire, acts of God, or otherwise.

25. BINDING EFFECT.

The covenants and conditions contained in the Lease shall apply to and bind the heirs, legal representatives, and assigns of the parties.

26. GOVERNING LAW.

It is agreed that this Lease shall be governed by, construed, and enforced in accordance with the laws of the State of Connecticut.

27. ENTIRE AGREEMENT.

This Lease shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease is hereby superseded. This Lease may be modified only by a writing signed by both Landlord and Tenant.

28. SALE OF PROPERTY.

In the event the Property is sold prior to the termination of this Lease, the Buyer may terminate or continue this Lease at his/her option. If you/Landlord sell the Property, you may assign my/Tenant's security deposit to the new owner. You/Landlord must notify me/Tenant of this. You/Landlord will then be released of all further liability to me/Tenant under this agreement.

29. INJURY OR DAMAGE.

You/Landlord are not liable for any injury or damage which is not caused by your/Landlord's negligence or improper conduct. I/Tenant will pay you/Landlord for any injury which is caused by me/Tenant or others who stay with or visit me/Tenant.

30. REAL ESTATE AGENT/BROKER>

This Rental Agreement has been produced through the efforts of _____ (hereinafter referred to as Real Estate Agent/Broker).
_____ N/A _____ will pay such agent a commission of _____. The Real Estate Agent/Broker has no responsibility for the performance of any of the parties to any of the terms of this Rental Agreement.

31. SHOWING PREMISES.

During the last 60 days of this lease, you/Landlord (or your agents) may show the Premises to Parties interested in renting the Premises and may place a key box/lock on the Premises. At any time during the lease with reasonable notice to me/Tenant, you/Landlord (or your agents) may show the Premises to parties interested in buying the Premises and may place a key box/lock box on the Premises.

32. FURNITURE AND FURNISHINGS.

If this Lease includes furniture and furnishings, I/Tenant will keep them in good order and repair at my/Tenant's expense. I/Tenant will pay for or replace any damage, breakage or loss of any furniture or furnishings.

33. LEAD WARNING STATEMENT.

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant woman. Before renting pre-1978 housing, you/Landlord must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. I/Tenant must also receive a federally approved pamphlet on lead poisoning prevention.

Attached hereto and made a part hereof, is a document entitled "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards". I/Tenant represent and acknowledge that I/Tenant have received this Disclosure document, and also have received the pamphlet entitled "Protect Your Family from Lead n Your Home".

I/Tenant have been advised that the Property was ____ was not ____ built prior to 1978. I/Tenant acknowledge that I/Tenant have been notified that housing built prior to 1978 may present exposure to lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligent quotient, behavioral problems, impaired memory and also poses a particular risk to pregnant women.

36. LANDLORD & REAL ESTATE AGENT RELEASED FROM LIABILITY FOR LEAD PAINT OR LEAD PAINT HAZARD.

I/Tenant hereby release and hold harmless and agree to indemnify you/Landlord, your agents or employees, and his agents and employees from any and all liability and/or any other damages related to any lead-based paint, lead-based paint hazard or other lead hazard in, on or upon the Premises and/or the cost of abating, correcting and/or repairing any lead-based paint, lead-based hazard and/or other lead hazard found to be in, in or upon said Premises.

37. KEYS and LOCKS

The Landlord will keep keys to all doors and mailboxes on the property. The Tenant agrees that he or she will not cause or permit replacement of the locks or installation of additional locks on the property without first; (1) obtaining written permission from the Landlord and (2) providing the Landlord with a key to each additional lock. Tenant agrees to return to the Landlord all keys to the Property and the Tenant's mailbox promptly upon vacating the Property. The Tenant agrees to pay Landlord the reasonable cost of obtaining duplicates of any keys and the cost of replacing any locks due to the Tenant's failure to return the keys as specified in this provision.

38. NOTICES.

Any notice required or otherwise given pursuant to this Lease shall be in writing; hand delivered, mailed certified return receipt requested, postage prepaid, or delivered by recognized overnight delivery service, if to Tenant, at the Residential Living Facility and if to Landlord, at the address for payment of rent.

The Corporation Agrees to waive the defense that the law will construe this Agreement against the drafter in the event of any ambiguity or defect herein.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed the day and year first above written.

I UNDERSTAND THAT A BACKGROUND AND CREDIT CHECK IS REQUIRED

Success Inc.
Landlord

Date _____

Nicholas E. Owen II
Tenant

Date _____

Tenant

Date _____

RESIDENTIAL LIVING FACILITY AGREEMENT

This Residential Living Facility Agreement ("Lease") is made and effective this 1st day of January, 2017 by and between Success Inc. ("Landlord") and Dahill Donofrio ("Tenant," whether one or more). This Lease creates joint and several liabilities in the case of multiple Tenants.

1. PREMISES.

Landlord hereby rents to Tenant and Tenant accepts in its present condition the Residential Living Facility at 1335 James Farm Road Stratford, CT "Residential Living Facility").

2. TERM.

The term of this Lease shall start on 1/1/2017, and end on the 12/31/2017; with the right to a one (1) year option should tenant choose to exercise. In the event that. In the event that Landlord is unable to provide the Residential Living Facility on the exact start date, then Landlord shall provide the Residential Living Facility as soon as possible, and Tenant's obligation to pay rent shall abate during such period. Tenant shall not be entitled to any other remedy for any delay in providing the Residential Living Facility.

3. RENT and RENT INCREASE

Tenant agrees to pay, without demand, to Landlord as rent for the Residential Living Facility the sum of \$3,000.00 Dollars per month in advance on the first day of each calendar month, payable by cash or US Postal Money order ONLY made payable to Success Inc. and mailed to P.O. Box 524 Stratford, CT 06615, or at such other place as Landlord may designate. Landlord may impose a late payment charge of \$10.00 per day for any amount that is more than fifteen (15) days late. Rent will be prorated if the term does not start on the first day of the month or for any other partial month of the term. At least thirty (30) days prior to the expiration of this lease or any renewal (s) of this lease, the Landlord may notify Tenant of an increase in the monthly rent to be effective the first month of the renewal period.

A) Landlord shall abate any claim to past due rent prior to signing this lease.

B) These terms and conditions are binding and if Landlord takes legal action due to Tenants failure to comply, Tenant agrees to pay, in addition to all rent and other charges due the Landlord, all court costs, expenses, and reasonable attorney's fees.

4. SECURITY DEPOSIT.

Upon execution of this Lease, Tenant deposits with Landlord N/A rent.

5. QUIET ENJOYMENT.

Landlord agrees that on paying the rent and performing the obligations contained in this Lease, Landlord will not interfere with Tenant's peaceful use and enjoyment of the Residential Living Facility.

6. USE OF PREMISES.

A. The Residential Living Facility shall be used and occupied by Tenant and any and all additional tenants she may sublet to as a private Residential Living Facility. Neither the Residential Living Facility nor any part of the Residential Living Facility or yard shall be used at any time during the term of this Lease for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private Residential Living Facility.

B. Tenant shall comply with all the health and sanitary laws, ordinances, rules, and orders of appropriate governmental authorities and homes associations, if any, with respect to the Residential Living Facility.

7. NUMBER OF OCCUPANTS.

Tenant agrees that the Residential Living Facility shall be occupied by no more than 6 persons, including no more than 2 under the age of eighteen (18) years, without the prior written consent of Landlord.

8. CONDITION OF PREMISES.

Tenant agrees that Tenant has examined the Residential Living Facility, including the grounds and all buildings and improvements, and that they are, at the time of this Lease, in good order, good repair, safe, clean, and Tenantable condition. Landlord and Tenant agree that a copy of the "Joint Inspection," the original of which is maintained by Landlord and a copy provided to Tenant, attached hereto reflects the condition of the Residential Living Facility at the commencement of Tenant's occupancy.

9. ASSIGNMENT AND SUBLETTING.

N / A

10. ALTERATIONS AND IMPROVEMENTS.

A. Tenant shall make no alterations to the Residential Living Facility or construct any building or make other improvements without the prior written consent of Landlord.

B. All alterations, changes, and improvements built, constructed, or placed on or around the Residential Living Facility by Tenant, with the exception of fixtures properly removable without damage to the Residential Living Facility and movable personal property, shall, unless otherwise provided by written agreement between Landlord and Tenant, be the property of Landlord and remain at the expiration or earlier termination of this Lease.

11. DAMAGE TO PREMISES.

If the Residential Living Facility, or any part of the Residential Living Facility, shall be partially damaged by fire or other casualty not due to Tenant's negligence or willful act, or that of Tenant's family, agent, or visitor, there shall be an abatement of rent corresponding with the time during which, and the extent to which, the Residential

Living Facility is unTenantable. If Landlord shall decide not to rebuild or repair, the term of this Lease shall end and the rent shall be prorated up to the time of the damage.

12. DANGEROUS MATERIALS.

Tenant shall not keep or have on or around the Residential Living Facility any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on or around the Residential Living Facility or that might be considered hazardous.

13. UTILITIES.

I/Tenant will pay for the utilities checked:

() cold water; (X) hot water; (X) electricity; (X) gas; (X) heat; (X) air conditioning

You/Landlord will provide me with the following check utilities as part of this rental:

(x) cold water; () hot water; () electricity; () gas; () heat; () air conditioning

Tenant shall not default on any obligation to a utility provider for utility services at the Residential Living Facility.

14. MAINTENANCE AND REPAIR.

A. Tenant will, at Tenant's sole expense, keep and maintain the Residential Living Facility and appurtenances in good and sanitary condition and repair during the term of this Lease. In particular, Tenant shall keep the fixtures in the Residential Living Facility in good order and repair; keep the furnace clean; and keep the walks free from dirt and debris. Tenant shall, at Tenant's sole expense, make all required repairs to the plumbing, range, oven, heating apparatus, electric and gas fixtures, other mechanical devices and systems, floors, ceilings and walls whenever damage to such items shall have resulted from Tenant's misuse, waste, or neglect, or that of the of Tenant's family, agent, or visitor.

B. Tenant agrees that no signs shall be placed or painting done on or about the Residential Living Facility by Tenant without the prior written consent of Landlord.

C. Tenant agrees to promptly notify Landlord in the event of any damage, defect or destruction of the Residential Living Facility, or the failure of any of Landlord's appliances or mechanical systems, and except for repairs or replacements that are the obligation of Tenant pursuant to Subsection A above, Landlord shall use its best efforts to repair or replace such damaged or defective area, appliance or mechanical system.

15. ANIMALS.

Tenant shall keep no domestic or other animals on or about the Residential Living Facility without the prior written consent of Landlord.

16. RIGHT OF INSPECTION.

Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Lease and any renewal of this Lease to enter the Residential Living Facility

for the purpose of inspecting the premises and/or making any repairs to the premises or other item as required under this Lease.

17. DISPLAY OF SIGNS.

During the last thirty (30) days of this Lease, Landlord or Landlord's agent may display "For Sale" or "For Rent" or "Vacancy" or similar signs on or about the Residential Living Facility and enter to show the Residential Living Facility to prospective purchasers or Tenants.

18. HOLDOVER BY TENANT.

Should Tenant remain in possession of the Residential Living Facility with the consent of Landlord after the expiration of the Term of this Lease, a new tenancy from month to month shall be created which shall be subject to all the terms and conditions of this Lease, but shall be terminable on thirty (30) days by either party or longer notice if required by law. If Tenant holds over without Landlord's consent, Landlord is entitled to double rent, pro-rated per each day of the holdover, lasting until Tenant leaves the Residential Living Facility.

19. SURRENDER OF PREMISES.

At the expiration of the Lease, Tenant shall quit and surrender the Residential Living Facility in as good state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

20. FORFEITURE OF SECURITY DEPOSIT - DEFAULT. N/A

It is understood and agreed that Tenant shall not attempt to apply or deduct any portion of any security deposit from the last or any month's rent or use or apply any such security deposit at any time in lieu of payment of rent. If Tenant fails to comply, such security deposit shall be forfeited and Landlord may recover the rent due as if any such deposit had not been applied or deducted from the rent due. For the purposes of this paragraph, it shall be conclusively presumed that a Tenant leaving the Premises while owing rent is making an attempted deduction of deposits. Furthermore, any deposit shall be held as a guarantee that Tenant shall perform the obligations of the Lease and shall be forfeited by the Tenant should Tenant breach any of the terms and conditions of this Lease. In the event of default, by Tenant, of any obligation in this Lease which is not cured by Tenant within fifteen (15) days notice from Landlord, then in addition to forfeiture of the Security Deposit, Landlord may pursue any other remedy available at law, equity or otherwise.

21. ABANDONMENT.

If at any time during the term of this Lease, Tenant abandons the Residential Living Facility or any of Tenant's personal property in or about the Residential Living Facility, Landlord shall have the following rights: Landlord may, at Landlord's option, enter the Residential Living Facility by any means without liability to Tenant for damages and

may relet the Residential Living Facility, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting; Also, at Landlord's option, Landlord may hold Tenant liable for any difference between the rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by Landlord by means of such reletting. Landlord may also dispose of any of Tenant's abandoned personal property as Landlord deems appropriate, without liability to Tenant.

22. SECURITY.

Tenant acknowledges that Landlord does provide a security alarm system for the Residential Living Facility or for Tenant and that any such alarm system or security service, if provided, is not represented or warranted to be complete in all respects or to protect Tenant from all harm. Tenant hereby releases Landlord from any loss, suit, claim, charge, damage or injury resulting from lack of security or failure of security.

23. SEVERABILITY.

If any part or parts of this Lease shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect.

24. INSURANCE.

Tenant acknowledges that Landlord will not provide insurance coverage for Tenant's property, nor shall Landlord be responsible for any loss of Tenant's property, whether by theft, fire, acts of God, or otherwise.

25. BINDING EFFECT.

The covenants and conditions contained in the Lease shall apply to and bind the heirs, legal representatives, and assigns of the parties.

26. GOVERNING LAW.

It is agreed that this Lease shall be governed by, construed, and enforced in accordance with the laws of the State of Connecticut.

27. ENTIRE AGREEMENT.

This Lease shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease is hereby superseded. This Lease may be modified only by a writing signed by both Landlord and Tenant.

28. SALE OF PROPERTY.

In the event the Property is sold prior to the termination of this Lease, the Buyer may terminate or continue this Lease at his/her option. If you/Landlord sell the Property, you may assign my/Tenant's security deposit to the new owner. You/Landlord must notify me/Tenant of this. You/Landlord will then be released of all further liability to me/Tenant under this agreement.

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IN WITNESS WHEREOF, the parties have caused this Lease to be executed the day and year first above written.

I UNDERSTAND THAT A BACKGROUND AND CREDIT CHECK IS REQUIRED

Success Inc.
Landlord

Date _____

Dahill Donofrio
Tenant

Date _____

Tenant

Date _____

EXHIBIT E

Success, Inc.
Case No. 16-50884

Exhibit E

Liquidation Analysis
Debtor's Amended Plan of Reorganization

I. Assets and Income

a. Bank Account

Account	Balance (as of November 30, 2016)
DIP Account ending in 7449 (Webster Bank)	28,329.02
Total	\$ 28,329.02

b. Personal Property

Property Description	Debtor's Alleged Value	Current Monthly Lease Income	Alleged Secured Lien
2009 Nissan Altima	7,325.00	400.00	9,095.00
1999 Dodge Dakota	795.00	200.00	5,000.00
2000 GMC Sonoma	1,039.00	200.00	3,500.00
2002 Cadillac Eldorado	1,380.00	200.00	6,000.00
2006 Ford F250	3,651.00	400.00	8,500.00
2010 Cadillac DTS	10,676.00	400.00	31,933.16
2015 Nissan Rogue	9,433.00 [#]	500.00	21,314.17
Box Truck	3,500.00	400.00	0.00
2003 Ford 450	1,927.00	400.00	10,000.00
2003 Mitsubishi Lancer	1,168.00	200.00	0.00
2007 Mercedes CLS550	8,847.00	400.00	0.00
2015 Kia Soul	9,400.00 [#]	500.00	13,701.80
Two Storage Containers	6,054.75		0.00
Total	\$ 65,195.75	\$ 4,200.00	\$ 109,044.13

[#]50% interest

c. Real Property

Account	Appraised Value	Current Monthly Rental Income	Alleged Secured Liens
1335 James Farm Road	390,000.00 [*]	3,000.00 [×]	390,000.00
175 Patricia Drive	150,000.00 [^]		150,000.00
520 Success Avenue	500,000.00 ⁺	6,500.00 [°]	500,000.00
4 Whippoorwill Lane	415,000.00 [*]	3,500.00 [×]	415,000.00
Total	\$ 1,455,000.00	13,000.00^l	\$ 1,455,000.00

^{*}Orders Pursuant to 11 U.S.C. Section 506(a) entered 12/15/2016 (ECF Nos. 101 and 102)

[^]Appraisal dated 6/21/2016 by Charles A. Liberti of Blue Ribbon Appraisals, LLC

⁺Motion to Determine Claim Status pending (Filed 11/21/2016; ECF No. 82)

[×]Plus monthly utility expenses

[°]Plus monthly utility expenses and real estate taxes

^lPlus monthly utility and real estate tax payments by tenants

II. Expenses

a. Monthly Plan Payments and Operating Expenses

Property	Estimated Plan Payments to Secured Claimholders	Estimated Real Estate Taxes (current and arrearage) and Projected Maintenance Costs
1335 James Farm Road (CL 6)	2,573.83	900.00
175 Patricia Drive (CL 7 and 8)	1,313.19	898.61
520 Success Avenue* (CL1, 2, 3 and 4)	4,844.33	2,100.00
4 Whippoorwill Lane (CL 5)	2,738.82	1,400.00
2015 Nissan Rogue (CL 9)	207.60	
2015 Kia Soul (CL 10)	499.99	
Total per month	\$ 12,177.76	\$ 5,298.61

* The estimated payment to AS Peleus is based upon its alleged claim of \$1,190,638.24 as reduced by seven (7) adequate protection payments.

b. Estimated Unsecured and Administrative Claims Under the Plan

Claims	Estimated Amount
Administrative Claims	(40,000.00)
Unsecured claims	<u>(125,000.00)</u>
Total	\$ 165,000.00

c. Confirmation Payments and Estimated Cash

Gus Curcio, Sr. – investment IRS (CL 7)	200,000 – 300,000 (6,836.07)
Estimated cash upon Effective Date	30,000.00
Balance remaining	\$ 223,163.93 – 323,163.93

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF CONNECTICUT
BRIDGEPORT DIVISION**

_____	x	
	:	
In re:	:	
	:	CHAPTER 11
SUCCESS, INC.	:	
	:	CASE NO. 16-50884 (JAM)
Debtor.	:	
_____	x	

CERTIFICATE OF SERVICE

I hereby certify that on January 17, 2017, the foregoing Amended Disclosure Statement was filed electronically. Notice of this filing was sent by e-mail to all parties by operation of the Court's electronic filing system or by mail to anyone unable to accept electronic filing. Parties may access this filing through the Court's system.

Dated: New Haven, Connecticut
January 17, 2017

THE DEBTOR,
SUCCESS, INC.

By: /s/Douglas S. Skalka
Douglas S. Skalka (ct00616)
NEUBERT, PEPE & MONTEITH, P.C.
195 Church Street
New Haven, CT 06510
(203) 821-2000
dskalka@npmlaw.com

SERVICE LIST

Electronic Mail Notice List

- Ronald J. Barba ronaldbarba@babcondolaw.com
- Stephen R. Bellis srb@pellegrinolawfirm.com, kme@pellegrinolawfirm.com
- Meredith C. Burns mcburns@murthalaw.com
- Juda J. Epstein contact@lawofficesjje.com
- Robert E. Kaelin rkaelin@murthalaw.com
- Michael T. Rozea mrozea@leopoldassociates.com, ecf@leopoldassociates.com
- Maria A. Santos maria.santos@ct.gov
- Suzanne B. Sutton ssutton@cohenandwolf.com
- U. S. Trustee USTPRegion02.NH.ECF@USDOJ.GOV

Manual Notice List

American Express Bank FSB
c/o Becket and Lee LLP
P.O. Box 3001
Malvern, PA 19355-0701

Holley L. Claiborn
Office of The United States Trustee
The Giaimo Federal Building
150 Court Street, Room 302
New Haven, CT 06510