RETURN DATE: MAY 29, 2018

RICH TAUBMAN ASSOCIATES, A CONNECTICUT GENERAL PARTNERSHIP, Plaintiff, v. RF RESTAURANTS I, LLC d/b/a "RASCAL FLATTS", Defendant.	:	SUPERIOR COURT HOUSING SESSION AT NORWALK MAY 15, 2018

SUMMARY PROCESS COMPLAINT

COUNT ONE (Nonpayment of Rent)

1. On March 7, 2016, Rich Taubman Associates, a Connecticut General Partnership as Landlord (the "Plaintiff"), and the Defendant, RF RESTAURANTS I, LLC d/b/a "Rascal Flatts", as Tenant (the "Defendant"), entered into a written lease (the "Lease") for a lease term of ten (10) years commencing on May 1, 2016 for the use and occupancy of Store Number 002, also known as Store Number H002, situated on Level 13 of Building "H," having an irregular shape and consisting of approximately seven thousand five hundred thirty-five (7,535) square feet in the regional retail development commonly known as "Stamford Town Center," located in the City of Stamford, Connecticut, which regional retail development is more particularly described in the Lease and has an address of 100 Greyrock Place, Stamford, Connecticut 06901 (the "Premises"). A copy of the Lease is incorporated herein as a part of this Complaint pursuant to Section 10-29 of the Practice Book as Exhibit A.

2. Defendant took possession of the Premises pursuant to the Lease and still occupies the same.

3. Pursuant to Section 2.01 of the Lease, Minimum Rent is due on the first day of each month of the term of the Lease, in advance.

4. The amount of Minimum Rent under the Lease for the relevant time period is as follows:

a. For the period of May 1, 2016 through January 31, 2017, $21,977.08 per month.

b. For the period of February 1, 2017 through January 31, 2018, $22,636.39 per month.

c. For the period of February 1, 2018 through May 1, 2018, $23,315.48 per month.

5. Section 2.06 of the Lease provides, in pertinent part, that Rent is defined as (i) Minimum Rent, (ii) Percentage Rent as defined in Section 2.02 of the Lease, and (iii) all other charges of whatever nature required to be paid by the tenant under the Lease. Such other charges that constitute Rent include, inter alia, the following:

a. Tenant's proportionate share, as defined by Section 8.03, of the Landlord's costs of operating and maintaining the common areas, pursuant to Section 8.03 of the Lease;

b. Tenant's proportionate share, as defined by Section 2.05 of the Lease, of all taxes and assessments which may be levied by any lawful authority during the term of the Lease upon the Landlord;

c. A promotional charge to be used by the Landlord to provide a program of advertising or promotional events that serve to promote the regional retail development pursuant to Section 16.03 of the Lease; and

d. Utility Charges pursuant to Section 12.01 of the Lease.

6. Pursuant to Section 19.01 of the Lease, a default occurs when the tenant fails to make any payment of Rent or any other charges within ten (10) days when such charges were due under the Lease.

7. Defendant is in default under the Lease for failure to pay Rent for the months of May 2016 through and including April 2018. The total amount of unpaid Rent, subject to certain credits and adjustments set forth in the aging report incorporated herein as a part of this Complaint pursuant to Section 10-29 of the Practice Book as Exhibit B, is $1,137,080.44.

8. On April 26, 2018, Plaintiff notified Defendant by letter that Defendant was in default for failure to make payments under the Lease and demanded full payment thereof.

9. Defendant failed to pay the amount demanded.

10. On May 4, 2018, Plaintiff caused a notice to be duly served on the Defendant to quit possession of the Premises ("Notice to Quit") on or before May 9, 2018 as required by law, a copy of which Notice to Quit is attached hereto as Exhibit C.

11. Although the time designated in the Notice to Quit for Defendant to quit possession of the Premises has passed, Defendant still continues in possession.

12. Plaintiff claims a judgment for the possession of the Premises.

WHEREFORE, Plaintiff claims:

(1) A judgment for immediate possession of the Premises;

(2) Forfeiture of Defendant's occupancy, possession and personal effects in accordance with Connecticut General Statutes § 47a-23;

(3) Costs; and

(4) Such other relief as this Court may find equitable.

PLAINTIFF,
RICH TAUBMAN ASSOCIATES,
A CONNECTICUT LIMITED PARTNERSHIP

By:_____

Sean M. Fisher
BRENNER, SALTZMAN & WALLMAN LLP
271 Whitney Avenue
New Haven, CT 06511
Juris No. 06063
Tel. (203) 772-2600
Fax: (203) 562-2098
Email: sfisher@bswlaw.com

Exhibit C

NOTICE TO QUIT POSSESSION

TO: NAME(S) OF TENANT(S) AND/OR OCCUPANTS

RF RESTAURANTS I, LLC D/B/A "RASCAL FLATTS"

COMPLETE ADDRESS OF PREMISES, INCLUDING APARTMENT NO., IF ANY:

Store Number 002, also known as Store Number H002, situated on Level 13 of Building "H," having an irregular shape and consisting of approximately seven thousand five hundred thirty-five (7,535) square feet in the regional retail development commonly known as "Stamford Town Center," located in the City of Stamford, Connecticut, which regional retail development is more particularly described on the attached Exhibit A and has an address of 100 Greyrock Place, Stamford, Connecticut 06901.

You must quit (end) possession or occupancy of the premises described above and now occupied by you on or before May 9, 2018 for the following reasons:

1. **Nonpayment of rent.**

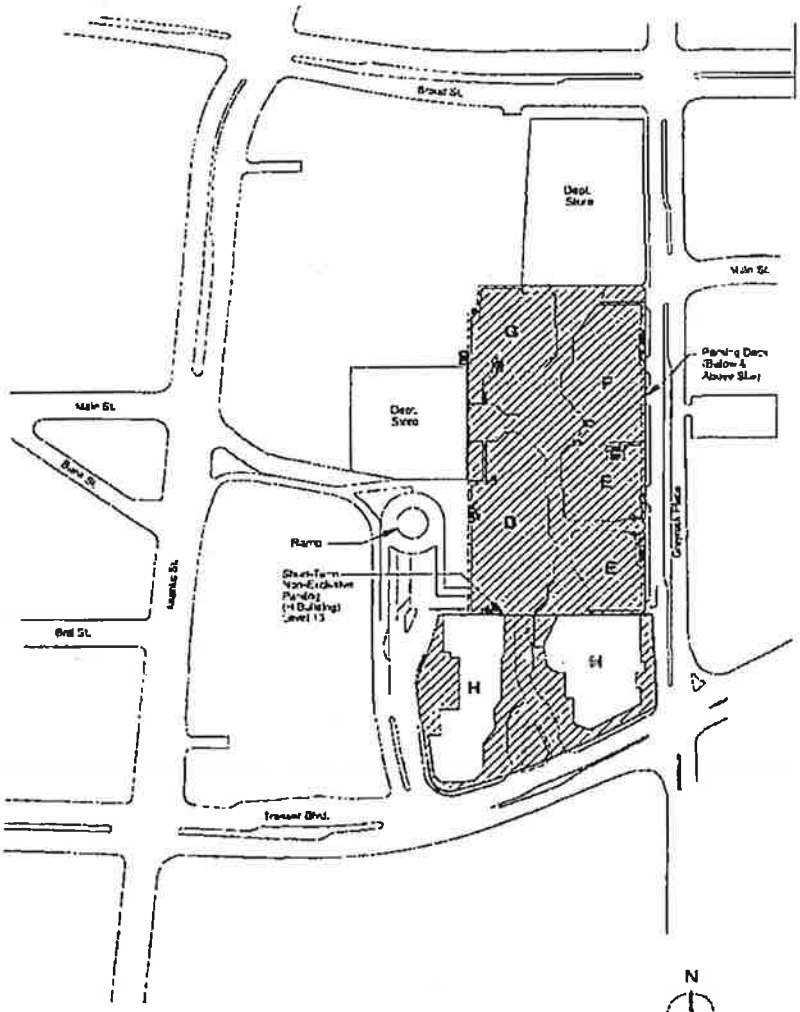
If you have not moved out of the premises by the date indicated above, an eviction (summary process case) may be started against you.

NOTICE: ANY PAYMENTS TENDERED AFTER THE DATE OF THIS NOTICE WILL BE ACCEPTED FOR USE AND OCCUPANCY ONLY AND NOT FOR RENT, WITH FULL RESERVATION OF RIGHTS TO CONTINUE WITH THE EVICTION ACTION.

Name of Landlord (Print or type) RICH-TAUBMAN ASSOCIATES, A Connecticut General Partnership By TRG STAMFORD HOLDINGS, L.L.C., General Partner	Signed (Landlord/Attorney) Sean M. Fisher, Esq. Brenner, Saltzman & Wallman LLP Attorneys for Rich-Taubman Associates, A Connecticut General Partnership, By TRG Stamford Holdings, L.L.C., General Partner 271 Whitney Avenue New Haven, CT 06511 Phone: 203-772-2600
Dated at (Town) New Haven, Connecticut	On (Date) May 3, 2018

Address of Landlord (Submit to proper officer on a separate sheet if desired.)
200 East Long Lake Road, Suite 300, Bloomfield Hills, MI 48304-2324

Exhibit A



STAMFORD TOWN CENTER

AN URBAN RETAIL DEVELOPMENT

STAMFORD, CONNECTICUT

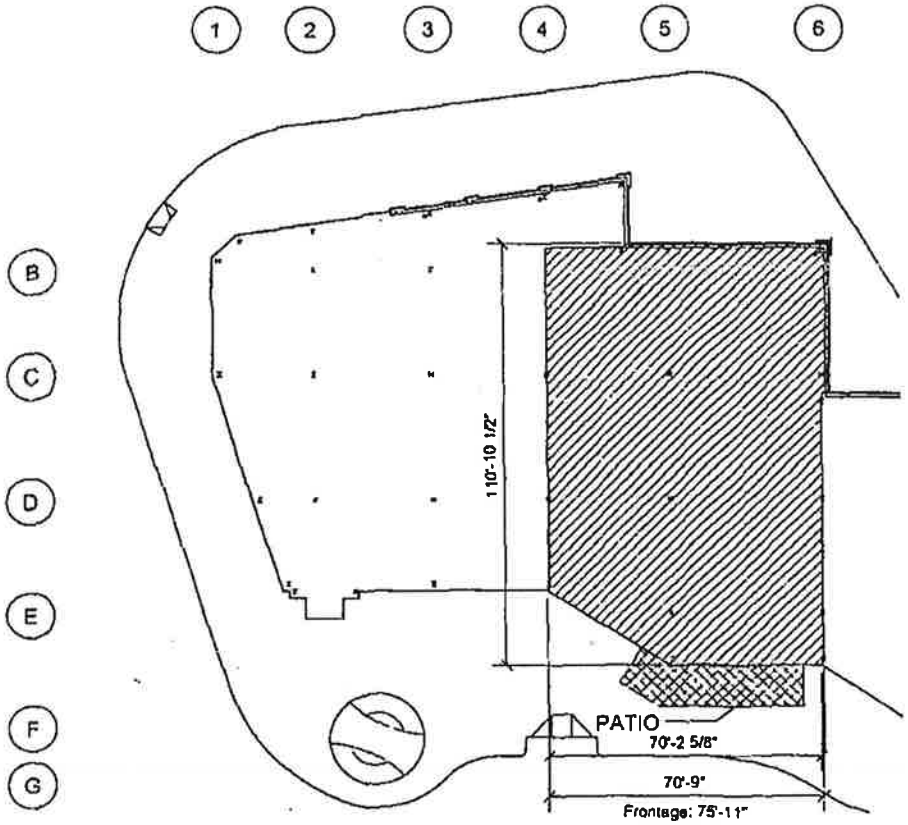
SITE PLAN OF SHOPPING CENTER

SHOPPING CENTER SITE

EXHIBIT 'A'

PAGE 1 OF 3
08/2005

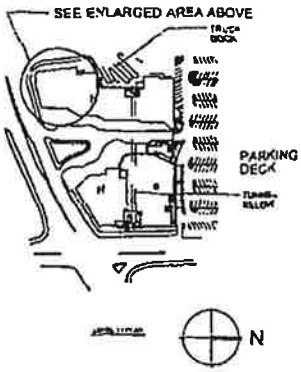
This exhibit is not a representation as to the identity, size, location or opening date of any store, tenant, space user, occupant, or facility, or the occupancy of any premises building, or future premises or future building within the regional retail development. Landlord reserves the right to not construct, or to construct differently (in any manner, including, without limitation, location, size, shape, height and/or design), any item shown on this Exhibit, as well as the right, after any buildings, common areas or other improvements have been constructed, to change, alter, modify, delete or add buildings common areas or other improvements to and from the Shopping Center and/or the regional retail development (including, without limitation, any future phases or additions—there being no representation that any future phase or addition will, in fact, be built). Landlord further reserves the right to change the access points to the regional retail development, the parking areas, and/or the common areas and to otherwise modify any items or matters indicated on this Exhibit at any time and from time to time.



RASCAL FLATTS

H-002	7,535 SF
PATIO	495 SF
TOTAL	8,030 SF

(NO MEZZANINE)



BLDG. H
LEVEL 13

STAMFORD

DATE: 9/15/15

EX 58807-2

EXHIBIT A

STATE OF CONNECTICUT)
) SS: STAMFORD MAY 4, 2018
COUNTY OF FAIRFIELD)

THEN AND THERE, BY VIRTUE HEREOF ON THE 4TH DAY OF MAY 2018 I MADE DUE AND LEGAL SERVICE OF THE ORIGINAL NOTICE TO QUIT POSSESSION AND EXHIBIT "A" UPON:

RF RESTAURANTS I, LLC
D/B/A "RASCAL FLATTS"
STORE NUMBER 02 ALSO KNOWN
AS STORE NUMBER H002, LEVEL 13
BUILDING "H"
STAMFORD TOWN CENTER
100 GREYROCK PLACE
STAMFORD, CT 06901

BY LEAVING A TRUE AND ATTESTED COPY OF THE ORIGINAL NOTICE TO QUIT POSSESSION AND EXHIBIT "A" WITH AND IN THE HANDS OF:

DAVE OLSEN, ASSISTANT MANAGER
AND PERSON IN CHARGE OF THE BUSINESS
AT THE TIME OF SERVICE
RASCAL FLATTS RESTAURANT
STORE NUMBER 02 ALSO KNOWN
AS STORE NUMBER H002, LEVEL 13
BUILDING "H"
STAMFORD TOWN CENTER
100 GREYROCK PLACE
STAMFORD, CT 06901

THE WITHIN AND FOREGOING IS THE ORIGINAL NOTICE TO QUIT POSSESSION AND EXHIBIT "A" WITH MY DOINGS HEREON ENDORSED.

SERVICE FEES:

SERVICE	$ 40.00
PAGES VERIFIED	3.00
ENDORSEMENT	.40
MILEAGE (41.5 MI R/T)	22.62
TOTAL FEES	**$ 66.02**

ATTEST:

John M McNicholas

JOHN M. MCNICHOLAS
CONNECTICUT STATE
MARSHAL FAIRFIELD COUNTY