

## LEASE

This Lease (this "**Agreement**"), is made as of this 7<sup>th</sup> day of November, 2018, by and between ONE ELMCROFT STAMFORD LLC, a Connecticut limited liability company ("**Landlord**") and the CITY OF STAMFORD, a municipal corporation lying within the County of Fairfield and State of Connecticut ("**Tenant**").

### WITNESSETH:

WHEREAS, Landlord is the owner of a certain building located at 1 Elmcroft Road a/k/a 126 Elmcroft Road, Stamford, Connecticut ("**Landlord's Property**");

WHEREAS, Tenant desires to occupy the entirety of the fourth (4<sup>th</sup>) floor of Landlord's Property consisting of approximately 108,807 rentable square feet (the "**Fourth Floor Premises**") and may desire to occupy a portion of the third (3<sup>rd</sup>) floor of Landlord's Property consisting of up to 24,193 rentable square feet (the "**Third Floor Premises**") as shown on the plan annexed hereto as Exhibit A together with the use of two hundred (200) unreserved and non-exclusive parking spaces at Landlord's Property; and

WHEREAS, Landlord and Tenant each covenant and agree to observe and perform all of the terms, provisions, conditions and covenants herein contained on its part to be observed and performed.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and of other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows.

#### 1. **Grant of Lease:**

(a) Subject to the terms and conditions set forth in this Agreement, Landlord hereby leases to Tenant and Tenant hereby hires from Landlord, the Fourth Floor Premises and, if the Expansion Option set forth below is exercised, the Third Floor Premises, for the Permitted Use (as defined below). For all purposes herein, the "**Premises**" shall mean the Fourth Floor Premises and any space that constitutes the Third Floor Space as a result of Tenant's exercise of the Expansion Option. Tenant shall have access to the Premises 24 hours a day, 7 days a week, 365 days a year and shall have reasonable rights of access through the common areas of Landlord's Property for the purpose of accessing and making use of the Premises.

(b) Tenant may increase the size of the Premises by up to approximately 24,193 rentable square feet of the Third Floor Premises, effective at midnight December 1, 2018 (the "**Expansion Option**"). The option to increase the size of the Premises as described above shall be exercisable by Tenant giving notice to Landlord not later than November 15, 2018. Except for the obligation of Landlord to provide Tenant with additional parking, the terms and conditions of this Agreement shall apply to the Third Floor Premises with the same force and effect as if such Third Floor Premises had originally been included in the Premises of this

Agreement; provided, all terms and conditions of this Agreement that are based upon the rentable square footage of the Premises will be appropriately modified.

## 2. Use:

(a) The Premises may be used by the Tenant for school purposes and all ancillary uses typically appurtenant thereto (the "Permitted Use") and for no other purpose. Tenant agrees to comply with the rules and regulations established for Landlord's Property and the Premises annexed hereto as Exhibit B. Tenant shall not alter or replace any lock on any base building door, or place any signs or notices on the doors, walls, or windows of the Premises, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.

(b) Tenant shall not use the Premises, or permit the Premises to be used, in any manner which (i) violates any applicable law, rule, or regulation; (ii) causes or is reasonably likely to cause damage to the Premises or the Landlord's Property; (iii) violates a requirement or condition of any fire and extended insurance policy covering the Premises or Landlord's Property, or increases the cost of such policy; or (iv) constitutes or is reasonably likely to constitute a nuisance, annoyance or inconvenience to neighbors, adjoining property owners, and/or other tenants or occupants of Landlord's Property, or to Landlord's Property.

(c) Tenant shall, at its sole cost and expense, maintain the Premises in a neat and clean condition. Tenant shall be responsible for, and upon demand by Landlord shall promptly reimburse Landlord for, any damage to any portion of Landlord's Property or the Premises caused by (a) Tenant's activities in Landlord's Property or the Premises; (b) the performance or existence of any alterations, additions or improvements made by Tenant in or to the Premises; (c) the installation, use, operation or movement of Tenant's property in or about the Landlord's Property or the Premises; or (d) any wrongful act or omission by Tenant or its officers, employees, agents, contractors or invitees including, without limitation, school administrators, teachers, students and parents. Notwithstanding the foregoing or anything to the contrary contained herein, Tenant shall not be obligated to perform any work on or about the Premises (x) which is structural in nature or which is Landlord's obligation under this Agreement (provided, Tenant shall reimburse Landlord for the cost of such work as provided in this Agreement when such work is caused by Tenant's acts or is requested by Tenant), and (y) to remove or otherwise dispose of hazardous materials (unless such hazardous materials are present at the Premises as a result of Tenant's actions).

## 3. Term:

(a) The term of the lease granted by this Agreement (the "Term") shall be for an initial term of approximately seven (7) and one-half (1/2) months beginning on November 13, 2018 (the "Commencement Date") and terminating on June 30, 2019 (the "Expiration Date"); provided, Landlord shall deliver to Tenant the Fourth Floor Premises on November 13, 2018 and shall deliver the Third Floor Premises to Tenant on December 1, 2018.

(b) On the respective delivery dates set forth above, Landlord shall deliver the applicable portion of Premises to Tenant broom-clean and Tenant shall be entitled to occupy the Premises, free and clear of any tenancies.

(c) Upon the expiration or earlier termination of this Agreement, the lease granted hereunder shall terminate and Tenant shall deliver possession of the Premises to Landlord in the same condition which exists on the Commencement Date, with normal wear and tear, and damage due to casualty not caused by Tenant, excepted.

**4. Rent:**

(a) Commencing on the Rent Commencement Date and until the Expiration Date, Tenant shall pay to Landlord as rental for the Premises the "**Base Rent**", as follows:

Lease Period	Base Rent For Period	Base Rent per Rentable Square Foot
11/15/18 – 11/30/18	\$90,672.50	\$20.00
12/1/18 – 12/31/18	\$181,345.00	\$20.00
1/1/19 – 1/31/19	\$181,345.00	\$20.00
2/1/19 – 2/28/19	\$181,345.00	\$20.00
3/1/19 – 3/31/19	\$181,345.00	\$20.00
4/1/19 – 4/30/19	\$181,345.00	\$20.00
5/1/19 – 5/31/19	\$181,345.00	\$20.00
6/1/19 – 6/30/19	\$181,345.00	\$20.00

(b) In addition to the Base Rent, beginning on the Commencement Date, until the Expiration Date, Tenant shall pay to Landlord the "**Additional Rent**", i.e., all sums as shall become due and payable by Tenant under this Agreement other than the Base Rent, including, but not limited to, the Electrical Factor due under Section 5. Except as otherwise expressly provided herein to the contrary, all items of Additional Rent shall be payable within thirty (30) days after written demand therefor. The Base Rent and Additional Rent are referred to herein, collectively, as the "**Rent**".

(c) The Base Rent (and the Electrical Factor due under Section 5), shall be payable in advance on the first day of each calendar month. If the Commencement Date is other than the first day of a calendar month, the prepaid Base Rent and the Electrical Factor for such partial month shall be prorated in the proportion that the number of days this Lease is in effect during such partial month bears to the total number of days in the calendar month. Except as otherwise expressly provided herein, Base Rent and Additional Rent, shall be paid to Landlord, without notice, demand, abatement, deduction or offset, in lawful money of the United States at Landlord's address set forth in this Agreement, or to such other person or at such other place as Landlord may designate from time to time by written notice given to Tenant. No payment by Tenant or receipt by Landlord of a lesser amount than the correct Rent due hereunder shall be deemed to be other than a payment on account; nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed to effect or evidence an

accord and satisfaction; and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance or pursue any other remedy in this Lease or at law or in equity provided.

**5. Utilities and Services:**

(a) Landlord agrees to furnish or cause to be furnished to the Premises the following utilities and services, subject to the conditions and standards set forth herein:

(i) Landlord shall provide such air conditioning, heating and ventilation ("HVAC") as, in Landlord's reasonable judgment, are required for the comfortable use and occupancy of the Premises reasonably consistent with practices of owners of similar buildings in Stamford, Connecticut.

(ii) Landlord shall provide water for drinking and lavatory purposes on a seven (7) day per week, twenty-four (24) hours per day basis.

(iii) Landlord shall cause electricity to be made available to the Demised Premises for standard lighting fixtures, personal computers, telecommunications equipment and other equipment and accessories customary for commercial office use on a seven (7) day per week, 24 hour a day basis. Tenant shall pay to Landlord monthly, commencing on the Commencement Date, a sum equal to \$2.75 per annum multiplied by the number of square feet in the Premises, in the form of Additional Rent (the "**Electrical Factor**"). Landlord shall not be liable in any way to Tenant for any failure or defect in the supply or character of electricity furnished to the Premises by reason of any requirement, act or omission of the public utility serving the Property with electricity or for any other reason not within the control of Landlord. Tenant shall replace all lighting tubes, lamps, bulbs (including incandescent and fluorescent), starters and ballasts required in the Premises, at Tenant's expense. Any amounts which Tenant is required to pay to Landlord pursuant to this Section 5(a)(iii) shall constitute Additional Rent.

(iv) Landlord shall arrange with and pay a waste management company to provide adequate dry trash and recycling services to the tenants and occupants of the Building.

(v) Landlord shall provide security services to Landlord's Property under such terms and scope as Landlord shall determine in its sole discretion. Any additional security desired by Tenant shall be at Tenant's sole cost and expense.

(vi) Landlord shall maintain the exterior of Landlord's Property, including without limitation landscaping services and snow removal as, in Landlord's reasonable judgment, are required for the reasonable use and occupancy of the Premises reasonably consistent with practices of owners of similar buildings in Stamford, Connecticut.

(vii) Landlord shall maintain in good condition and repair all passenger and freight elevators and the building's loading dock. Tenant shall have 24-hours per day,

365/366 days a year, non-exclusive use of those building passenger elevators serving the Premises. Access to the freight elevator and loading dock shall be coordinated with Landlord's property manager.

(viii) Landlord shall not be liable for any failure to furnish, stoppage of, or interruption in furnishing any of the services or utilities described in this Section 5, when such failure is caused by accident, breakage, repairs, strikes, lockouts, labor disputes, labor disturbances, governmental regulation, civil disturbances, acts of war, moratorium or other governmental action, or any other cause beyond Landlord's reasonable control, and, in such event, Tenant shall not be entitled to any damages nor shall any failure or interruption abate or suspend Tenant's obligation to pay Base Rent and Additional Rent required under this Agreement or constitute or be construed as a constructive or other eviction of Tenant.

(ix) Landlord, at its expense, agrees to maintain and make all necessary repairs to Landlord's Property as Landlord deems appropriate in Landlord's sole reasonable discretion and in accordance with applicable laws and sound management practices of comparable buildings.

(b) Landlord shall not be required to provide cleaning services at the Premises. The Premises shall be kept clean and in order by Tenant, at Tenant's expense, to the reasonable satisfaction of Landlord and by persons approved by Landlord.

(c) Notwithstanding anything in this Agreement to the contrary, if Tenant desires to obtain any service that Landlord does not provide to Tenant after Tenant has requested Landlord to provide such service, then Tenant may contract directly with any provider of such service (including, without limitation, telecommunications and data).

**6. Indemnification:** Unless caused by the negligence or by the willful misconduct of Landlord or any agent, representative, employee or contractor of Landlord or by the failure of Landlord to discharge its obligations under this Agreement, Tenant agrees to at all times protect, indemnify, and hold Landlord harmless from any claim, damage, liability or judgment of any nature or kind resulting from or as a consequence of any breach of this Agreement by Tenant or any action or omission taken or not performed by Tenant, including claims, damage, liability or judgment resulting from injury to persons or property arising in any way from Tenant's use of the Premises. Unless caused by the negligence or by the willful misconduct of Tenant or any agent, representative, employee or contractor of Tenant or by the failure of Tenant to discharge its obligations under this Agreement, Landlord agrees to at all times protect, indemnify, and hold Tenant harmless from any claim, damage, liability or judgment of any nature or kind resulting from or as a consequence of any breach of this Agreement by Landlord or any action or omission taken or not performed by Landlord, including claims, damage, liability or judgment resulting from injury to persons or property arising in any way from Landlord's lease to Tenant of the Premises.

**7. Condition of Premises:**

(a) Tenant has examined and is familiar with the present condition of the Premises and agrees to accept the Premises in its "As-Is" condition, except as otherwise expressly set forth herein. Landlord represents to Tenant that the electrical, plumbing, HVAC and elevator systems and equipment in or serving the Premises shall be in good operating order and condition on the date of delivery of each portion of the Premises to Tenant. The Premises are being furnished by Landlord without warranty of any sort whatsoever.

(b) Landlord agrees that it shall coordinate, at no cost to Tenant, improvements to the base building and base building systems serving the Premises and improvements to the Premises that Tenant reasonably requires to prepare the Premises for Tenant's use. All such improvements shall be at Tenant's sole cost and expense. Tenant and Landlord shall mutually agree as to the improvements to be made and Tenant shall pre-approve the costs thereof, and thereafter Landlord shall cause such improvements to be performed. Landlord shall deliver to Tenant, for review and payment, invoices for the actual cost of the work actually performed, and at Landlord's direction Tenant shall either reimburse Landlord for such actual costs as Additional Rent or pay the third-party providers directly for such actual costs. In no event shall Tenant incur, or shall Landlord agree to cause improvements to be performed that exceed, One Million (\$1,000,000) Dollars.

#### **8. Insurance:**

(a) At all times during the Term, Tenant shall procure and maintain, at its sole expense, the following insurance including:

(i) (A) Commercial general liability insurance, including without limitation contractual liability, premises, operations, products/completed operations, including personal and advertising injury, in respect of the Premises and the conduct or operation of business therein, with limits of not less than One Million (\$1,000,000) Dollars per occurrence, Two Million (\$2,000,000) Dollars general aggregate for bodily injury and property damage, and (B) Umbrella liability coverage with limits of not less than Twenty Million (\$20,000,000) Dollars per occurrence, subject to an annual aggregate of Twenty Million (\$20,000,000) Dollars, provided such Umbrella liability coverage shall follow form of the general liability insurance described above and shall be in excess of general liability, automobile and worker's compensation coverage.

(ii) Where applicable and required by law, Workers' Compensation Insurance and Connecticut Disability Benefits Insurance in statutorily required amounts covering Tenant with respect to all persons employed by Tenant as required by laws of the State of Connecticut, and Employer's Liability insurance with a limit of not less than One Million (\$1,000,000) Dollars bodily injury each accident, One Million (\$1,000,000) Dollars bodily injury by disease each person, and One Million (\$1,000,000) Dollars bodily injury per policy limit.

(iii) Property Coverage, including without limitation acts of terrorism coverage affording coverage at full replacement value for any property brought on the Premises as may be appropriate and as interest appears from time to time.

(iv) If Tenant maintains its own registered vehicles, business automobile liability coverage with minimum limits of One Million Dollars (\$1,000,000) (combined single limit) for bodily injury and property damage. '

(v) Sexual misconduct, abuse or molestation coverage with minimum limits of One Million Dollars (\$1,000,000).

(vi) From the operator of any school bus serving Tenant at the Premises, automobile, general liability and worker's compensation coverage equivalent to the coverage to be provided by Tenant, and umbrella liability coverage in excess of general liability, automobile and worker's compensation coverage.

(vii) Any other insurance required by applicable legal requirements or as reasonably required by Landlord or any mortgagee of Landlord's Property.

(b) All insurance required to be maintained by Tenant shall be issued by insurance companies authorized to do insurance business in the State of Connecticut and rated not less than A-VII in Best's Insurance Guide. A certificate of insurance evidencing the insurance required under this Section 7 shall be delivered to Landlord on or before the Commencement Date. No such policy shall be subject to cancellation or modification without thirty (30) days prior written notice to Landlord. Tenant shall furnish Landlord with a replacement certificate with respect to any insurance not less than thirty (30) days prior to the expiration of the current policy. All such insurance shall be in effect as of the Commencement Date, and to the extent applicable shall list Landlord and Landlord's property manager, BLT Management, LLC, as additional insureds on a primary, non-contributory basis.

(c) Tenant hereby waives any right of recovery against Landlord for injury or loss due to hazards covered by insurance or required to be covered, to the extent of the injury or loss covered thereby. Any policy of insurance to be provided by Tenant pursuant to this Section 7 shall contain a clause denying the applicable insurance any rights of subrogation against Landlord. Landlord hereby waives any right of recovery against Tenant for injury or loss due to hazards covered by insurance, to the extent of the injury or loss covered thereby. Any policy of insurance to be maintained by Landlord shall contain a clause denying the applicable insurance any rights of subrogation against Landlord. Landlord shall maintain general liability insurance, in occurrence form, insuring Landlord against any and all liability for injury to or death of a person or persons, and for damage to or destruction of property, occasioned by or arising out of or in connection with the ownership or management of the Property, and including contractual liability coverage for Landlord's indemnity obligations under this Agreement, to afford protection with a minimum combined single limit of liability of at least Five Million (\$5,000,000) Dollars, including excess liability coverage.

(d) If Tenant fails to maintain any insurance which Tenant is required to maintain pursuant to this Section 7, Tenant shall be liable to Landlord for any loss or cost directly resulting from such failure.

(e) Landlord is not obligated to carry insurance on Tenant's personal or business property. Unless caused by the negligence or by the willful misconduct of Landlord or any agent, representative, employee or contractor of Landlord, Landlord shall not be liable to the Tenant or any other person, for any damages on account of loss, damage or theft to any personal or business property of Tenant, its employees, agents or invitees.

(f) Tenant agrees that, unless caused by the negligent act or omission or willful misconduct of Landlord or any agent, representative, employee or contractor of Landlord, Landlord shall not be liable or responsible to Tenant or its invitees for any injury or damage or loss resulting from the acts or omissions of Landlord's employees, including but not limited to the failure or interruption or discontinuance of any communications or Internet access systems or services, if any, or any and all other services provided by Landlord; from the acts or omissions of persons occupying office space or using services from Landlord or their invitees; or other persons occupying any part of or employed by the Landlord's Property or their invitees, or for any injury or damage resulting to Tenant or its property from or for any failure of utilities provided, such as water, gas or electricity, or for any injury or damage to persons or property caused by any person except for such loss or damage arising from the willful or negligent misconduct of Landlord, or any of its representatives, agents, contractors or employees.

**9. Default:** If Tenant (i) defaults in the payment of any monetary obligation under this Agreement and remains in default with respect thereto for ten (10) days after notice, or (ii) defaults in the performance of any of Tenant's other obligations under this Agreement and remains in default with respect thereto for thirty (30) days after receipt of notice in writing of such default (or if such default is of such a nature that the same cannot be cured within thirty (30) days, Tenant shall not be deemed in default so long as Tenant commences the cure thereof with such thirty (30) days and diligently pursues the cure thereof, or (iii) if Tenant be declared bankrupt, or insolvent or file for protection from creditors, or if a receiver be appointed for Tenant, then in any such event:

(a) Landlord may give Tenant a ten (10) days' notice of termination of this Agreement and the lease granted hereunder and, in the event such notice is given, this Agreement, the lease and the Term shall terminate upon the expiration of said ten (10) days with the same effect as if the date of expiration of said ten (10) days were the Expiration Date of the Term, but Tenant shall remain liable for damages and all other sums payable pursuant to this Agreement, at law or in equity.

(b) Upon such termination (i) Tenant shall have no further right to avoid the termination of this Agreement by the payment of any sum due or by the performance of any condition, term or covenant contained herein and (ii) all charges, payments, costs and expenses incurred by Landlord as a result of such termination, including reasonable attorneys' fees, shall be immediately due and payable by Tenant to Landlord.

(c) Landlord may, without further notice, re-lease or lease the Premises as Landlord deems fit.



**10. Remedies of Tenant:** It is expressly understood and agreed by and between the parties hereto that: (i) the recourse of Tenant or its successors or assigns against Landlord arising out of Tenant's use of the Premises shall extend only to Landlord's interest in the Landlord's Property, which shall include the rents, issues and profits derived therefrom and not to any other assets of Landlord or its property manager, or any of their respective managers, members, directors, officers, employees, agents, constituent partners, beneficiaries, trustees or representatives, and (ii) except to the extent of Landlord's interest in the Landlord's Property, no personal liability or personal responsibility is assumed by, or shall at any time be asserted or enforceable against, Landlord, its property manager, or any of their respective managers, members, directors, officers, employees, agents, constituent partners, beneficiaries, trustees or representatives.

**11. Improvements to the Premises and to Landlord's Property:** Tenant shall not make or permit to be made any alterations, additions, or improvements in or to the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed; provided that, Tenant shall have the right to perform minor cosmetic decorating in the Premises without obtaining Landlord's prior consent provided that said work does not affect the structure or systems of the Landlord's Property. Tenant may, with the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed, make reasonable improvements and alterations to the exterior of Tenant's Property and the land upon which it is situated to provide for play areas and access to the Premises.

**12. Sublease and Assignment:** Tenant shall have no right to sublease the Premises, or to assign this Agreement and the lease created hereunder, without the prior written consent of the Landlord, which consent may be withheld at Landlord's sole and absolute discretion.

**13. Attorneys Fees:** If either Landlord or Tenant shall commence any action or other proceeding against the other arising out of, or relating to, this Agreement or the Premises, the prevailing party shall be entitled to recover from the other party, in addition to any other relief, its actual and reasonable attorneys' fees.

**14. Entry by Landlord:** Landlord may, with reasonable prior notice (other than during an emergency), enter the Premises at any time to (i) inspect the same, (ii) exhibit the same to prospective purchasers, mortgagees or tenants, (iii) determine whether Tenant is complying with all of its obligations under this Agreement, and (iv) make repairs or improvements in or to the Premises. In the exercise the rights set forth in this Section 14, such access shall not deprive Tenant of access to the Premises or unreasonably interfere with the use of the Premises and Landlord shall take reasonable precautions for the continuation of Tenant's operations in the Premises and the protection of Tenant's property. Notwithstanding any of the foregoing, Landlord acknowledges that Tenant has security and confidentiality requirements such that the Premises shall not be available to Landlord during school hours unless accompanied by a duly authorized representative of Tenant, and Tenant agrees to make such duly authorized representative reasonably available to Landlord; provided, Landlord shall have the right to full access to the Premises in the case of an emergency.

**15. Holdover by Tenant:** If Tenant holds possession of the Premises after the expiration or earlier termination of the Term, Tenant shall pay to Landlord the sum of equal to two hundred

percent (200%) of the Rent payable for the month immediately preceding the Expiration Date for each month or partial month of such holdover; provided, Tenant shall have no right to hold over or extend the Term without Landlord's express written consent. Without limiting the foregoing, Tenant hereby agrees to indemnify, defend and hold harmless Landlord, its legal and beneficial owners, and their respective officers, directors, agents, contractors and employees, from and against any and all claims, liabilities, actions, losses, damages (including without limitation, direct, indirect, incidental and consequential) and expenses (including, without limitation, court costs and reasonable attorneys' fees) asserted against or sustained by any such party and arising from or by reason of such retention of possession, which obligations shall survive the expiration or termination of the Term.

**16. Authority.** The undersigned officer or agent of Tenant warrants and represents to Landlord that such officer or agent has been duly authorized to enter into this Agreement on Tenant's behalf by the Stamford Planning Board, the Stamford Board of Finance and the Stamford Board of Representatives.

**17. Miscellaneous:**

(a) This Agreement, which includes the recital clauses at the outset and the exhibits hereto, contains the entire Agreement between Landlord and Tenant.

(b) Any provisions of this Agreement which proves to be invalid or illegal will in no way affect any other provisions of this Agreement which will remain in full force.

(c) If this Agreement is terminated, there will be no further obligation on the part of Landlord hereunder.

(d) Landlord and Tenant represent and warrant to the other that neither party has dealt with any person or real estate broker in respect to this Agreement or the Premises. Each party shall protect, indemnify, hold harmless and defend the other party from any liability arising from any claim of any kind which arises out of the other's breach of the foregoing representation.

(e) This Agreement shall not be amended, changed or modified in any way unless in writing executed by Landlord and Tenant.

(f) Except as expressly provided herein, this Agreement and the obligations of Landlord and Tenant contained herein shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

(g) Any obligations of either party hereto accruing prior to the expiration of this Agreement shall survive the expiration or earlier termination of the Term and each party shall promptly perform all such obligations whether or not this Agreement has expired or been terminated.

(h) **TIME IS OF THE ESSENCE** with respect to Tenant's and Landlord's performance of their respective obligations hereunder.

**18. Notice, Demands:** All notices or demands in this Agreement provided to be given, made or sent by either party hereto to the other shall be in writing and shall be deemed to have been fully given, made or sent when made by personal service or received or refused as evidenced by return receipt of deposited in the United States mail, certified or registered, return receipt requested and postage prepaid, or by overnight courier providing verification of delivery, and addressed as follows:

**Landlord's address:**  
c/o BLT Management, LLC  
1 Elmcroft Road, Suite 500  
Stamford, CT 06902  
Attention: Carl R. Kuehner

**Tenant's address:**  
City of Stamford  
888 Washington Boulevard  
Stamford, CT 06904  
Attention: Mayor

With a copy to:  
c/o BLT Management, LLC  
1 Elmcroft Road, Suite 500  
Stamford, CT 06902  
Attention: David Fite Waters, Esq.

With a copy to:  
City of Stamford  
888 Washington Boulevard  
Stamford, CT 06904  
Attention: Corporation Counsel

**19. Governing Laws:** This Agreement and the rights and obligations of the parties will be construed under and governed by the laws of the State of Connecticut without giving effect to conflicts of laws principles. All disputes arising under this Lease shall be submitted to the exclusive jurisdiction of the appropriate state and federal courts located in the State of Connecticut.

**20. Untenantable:** Notwithstanding anything contained in this Agreement to the contrary, if the Premises are rendered untenantable or inaccessible for a period of thirty (30) or more days for any reason other than due to the acts or omissions of Tenant, then in such event, Tenant shall be entitled to provide Landlord with a written notice terminating this Agreement at no cost to Tenant.

**21. Parking:** Landlord hereby grants to Tenant a license, at no additional charge, to use two hundred (200) unreserved and non-exclusive parking spaces in the parking area at Landlord's Property; provided, Landlord at Tenant's request shall, to the extent reasonably available, make available to Tenant additional parking spaces for special events occurring at the Premises. This license shall commence on the Commencement Date under the Agreement and shall continue until the earlier to occur of the Expiration Date under the Agreement, or termination of the Agreement.

**22. Options to Extend:**

(a) Tenant shall have the right, at its option, to renew the Term of this Agreement for up to three (3) additional terms (each, a "**Renewal Term**"), as follows:

Option Period	Base Rent per Rentable Square Foot	Notice Date
7/1/19 – 8/31/19	\$20.00	4/15/19
9/1/19 – 2/28/20	\$30.00	6/1/19
3/1/20 – 8/31/20	\$30.00	12/1/19

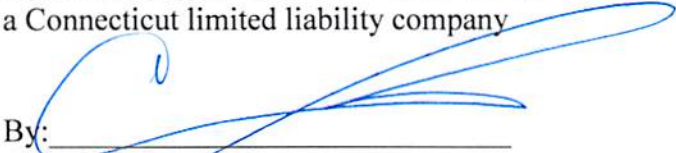
Each Renewal Term shall commence on the day after the expiration of the prior Term and shall expire on the date set forth above as the end of such Option Period. This option to renew the Term as described above shall be exercisable by Tenant giving written notice to Landlord not later than the date set forth above as the Notice Date. TIME SHALL BE OF THE ESSENCE with respect to the date of exercising such option, any principle of law to the contrary notwithstanding. Except for the Base Rent, the terms and conditions of this Agreement shall apply to each Renewal Term with the same force and effect as if such Renewal Term had originally been included in the original Term of this Agreement. All Rent shall commence on the first day of the applicable Renewal Term. The right of Tenant to each Renewal Term shall be conditioned upon no Event of Default having occurred and remaining uncured as of the date on which Tenant delivers the renewal notice. Tenant shall have no further options to extend the Term beyond the expiration date of the last Renewal Term.

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**IN WITNESS WHEREOF**, the parties, intending to be legally bound, have caused this Lease Agreement to be duly executed on the year and day first written above.

LANDLORD:

**ONE ELMCROFT STAMFORD LLC,**  
a Connecticut limited liability company

By:   
Name: Carl R. Kuehner  
Title: Authorized Signatory

TENANT:

**CITY OF STAMFORD**  
a municipal corporation

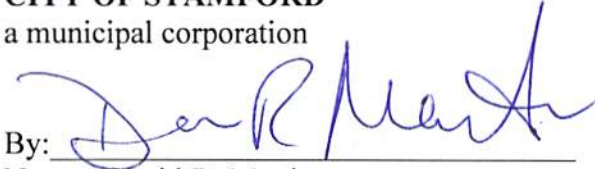
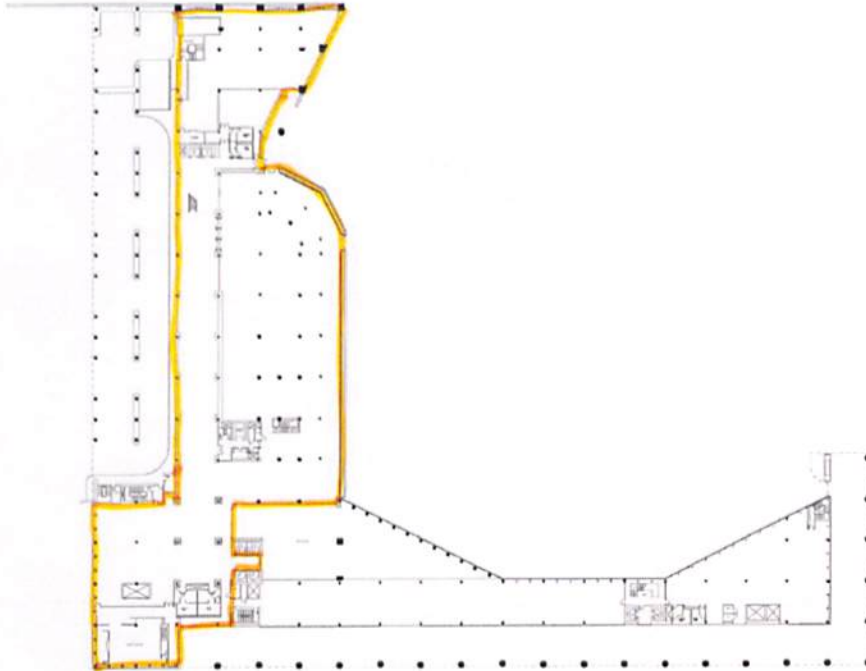
By:   
Name: David R. Martin  
Title: Mayor

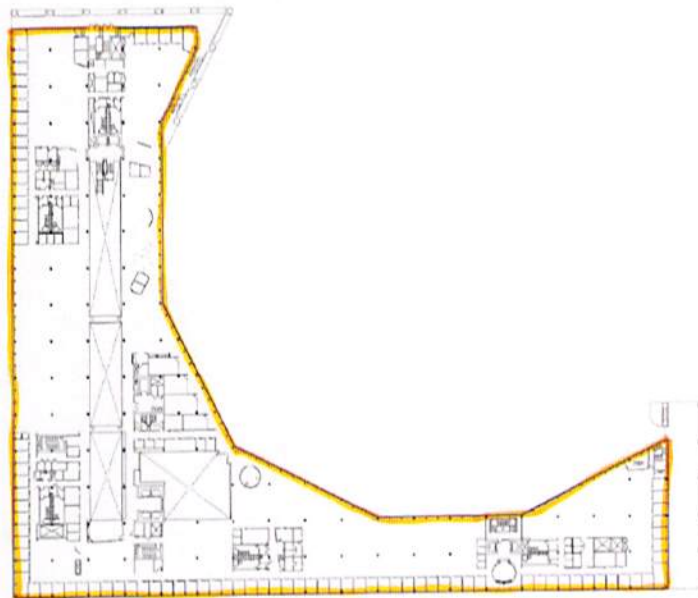
EXHIBIT A

PREMISES

THIRD FLOOR PREMISES



FOURTH FLOOR PREMISES



## EXHIBIT B

### RULES AND REGULATIONS

To the extent the provisions of these Rules and Regulations conflict with the provisions of the Lease, the provisions of the Lease shall control.

1. The sidewalks, driveways, entrances, passages, courts, lobby, esplanade areas, plaza, elevators, vestibules, stairways, corridors or halls shall not be obstructed or encumbered by any tenant or used for any purpose other than ingress and egress to and from the Premises, and Tenant shall not permit any of its employees, agents, or invitees to loiter in any of said areas (except for the outdoor plaza and esplanade areas as designated). No doormat of any kind whatsoever shall be placed or left in any public hall or outside any entry door of the Premises.
2. Except as provided in the Lease, no awnings or other projections shall be attached to the outside walls of the Building. No curtains, blinds, shades or screens that are visible from the exterior of the Premises or Building shall be attached to or hung in, or used in connection with, any window or door of the Premises without the prior written consent of Landlord (including the manner of hanging or attachment), such consent not to be withheld unreasonably and to be deemed given if not withheld, with reasonable explanation, within ten (10) days following request.
3. No sign, insignia, advertisement, object, notice or other lettering shall be exhibited, inscribed, painted or affixed by any tenant either (a) on any part of the outside of the Building, or (b) inside of the Common Areas, or (c) outside of the Premises, without in each such case the prior written consent of Landlord, such consent to be deemed given if not withheld within ten (10) days following request. In the event of the violation of the foregoing by any tenant, Landlord may remove the same without any liability, and may charge the expense incurred in such removal to the tenant or tenants violating this rule. Interior signs in Common Areas of the Building (if and when approved by Landlord), and lettering on doors and directory tablets shall be inscribed, painted or affixed for each tenant by Landlord at the reasonable expense of such tenant, and shall be of a size, color and style which matches Building standard or is otherwise reasonably acceptable to Landlord.
4. The sashes, sash doors, skylights, windows, and doors that reflect or admit light and air into the halls, passageways or other public places in the Building shall not be covered or obstructed by any tenant, nor shall any bottles, parcels, or other articles be placed on the window sills or on the peripheral heating loop enclosures.
5. No showcases or other articles shall be put in front of or affixed to any part of the exterior of the Building, nor placed in the halls, corridors or vestibules of the Common Areas.
6. The water and wash closets and other plumbing fixtures shall not be used for any purpose other than those for which they were designed or constructed, and no sweepings, rubbish,

rag, acids or other similar substances shall be thrown or deposited therein. Except as specified in Landlord's cleaning specifications, any cuspidors or containers or receptacles used as such in the Premises shall be emptied, cared for and cleaned by and at the expense of Tenant.

7. No tenant shall mark, paint, drill into, or in any way deface any part of the Common Areas or the Building. No borings or cuttings shall be permitted, except with the prior written consent of Landlord, and as Landlord may direct, except as provided in Tenant's Plans or in connection with approved (or deemed approved) Alterations. Subject to the foregoing, Tenant may install and hang normal office decorations and cabinetry in the Premises.
8. No bicycles, vehicles, birds or animals of any kind (except fish) shall be brought into or kept in or about the Premises. However, this prohibition shall not apply to service animals which are assisting impaired individuals or which may be utilized for detecting illegal drugs or explosives.
9. No noise, including, but not limited to, music or other playing of musical instruments, recordings, radio or television, which, in the reasonable judgment of Landlord, might disturb other tenants in the Building, shall be made or permitted by any tenant. Nothing shall be done or permitted in the Premises by any tenant which would materially impair or interfere with, as determined by reasonable standards, the use or enjoyment by any other tenant of any other space in the Building or on the outdoor plaza.
10. No tenant nor any of tenant's servants, employees, agents, visitors or licensees shall at any time bring or keep upon the Premises any inflammable, combustible or explosive fluid, chemical or substance, except in small quantities as may be required for the proper operation, maintenance and/or cleaning of customary office equipment, provided Tenant shall comply with any and all laws and regulations governing usage and disposal of same.
11. Each tenant shall, upon the termination of its tenancy, turn over to Landlord all security cards, Smartpass cards, all keys of stores, offices and toilet rooms, either furnished to, or otherwise procured by, such tenant, and in the event of the loss of any keys furnished by Landlord, such tenant shall pay to Landlord the standard fee charged by Landlord for the cost of replacement thereof. Any security card or Smartpass returned by a tenant when unneeded during the term of such tenant's lease shall thereafter be re-issued to such tenant as an "add back" without charge upon request.
12. The removal or delivery of furniture or extra-large or heavy items which may interfere with the use and occupancy of the Building by other tenants, or with their access to their respective leased premises, must take place during such hours and in such elevators as Landlord or its agent may reasonably determine from time to time. Landlord reserves the right to a cursory inspection of all objects and matter to be brought into the Building and to exclude from the Building all objects and matter which violate any of these Rules and Regulations or the Lease of which these Rules and Regulations are a part. Landlord may require any person leaving the Building with any package or other object or matter to



submit a pass, listing such package or object or matter is being removed, but the establishment and enforcement of such requirement shall not impose any additional responsibility on Landlord for the protection of any tenant against the removal of property from the premises of such tenant. Landlord shall in no way be liable to any tenant for damages or loss arising from the admission, exclusion or ejection of any person to or from the Premises of the Building under the provisions of this Rule 12 or Rule 16 hereof.

13. Tenant shall not occupy or permit any portion of the Premises to be occupied as an office for a public stenographer or public typist, or for the storage, manufacture, or sale of liquor, narcotics, tobacco in any form, or as a barber, beauty or manicure shop, or as a school, or as a hiring or employment agency. Tenant shall not use the Premises or any part thereof, or permit the Premises, or any part thereof to be used for manufacturing or for the sale at auction of merchandise, goods or tangible personal property of any kind.
14. No tenant shall obtain, purchase or accept for use in the Premises catering, ice, water cooler, towel service, barbering, boot blackening, special cleaning, floor polishing, or other similar services from any persons not expressly authorized by Landlord to furnish such service; provided, however, that such service may be furnished by an outside vendor or caterer in the event the vendors and/or caterers doing business at the Building fail to bid competitive prices or rates for such services. Notwithstanding the above, this prohibition shall not prevent Tenant from furnishing such services for its employees, guests, invitees and independent contractors, or prevent Tenant's employees from bringing in meal items and/or having coffee breaks. Notwithstanding the foregoing, Tenant shall have the right to utilize exterior vendors and/or caterers, provided that Tenant utilizes such vendors that maintain the Class A nature of the Building.
15. Landlord shall have the right to prohibit any advertising or identifying sign by any tenant which, in Landlord's judgment, tends to impair the reputation of the Building or its desirability as a building for offices and upon written notice from Landlord, such tenant shall refrain from or discontinue such advertising or identifying sign.
16. Intentionally omitted.
17. Tenant, before closing and leaving the Premises at any time, shall see that all operable windows are closed and all lights are turned out. All entrance doors in the Premises shall be left locked by Tenant when the Premises are not in use. Entrance doors on multi-tenant floors shall not be left open at any time.
18. Unless Landlord shall furnish electrical energy hereunder as a service included in the rent, Tenant shall, at Tenant's expense, provide artificial light and electrical energy for the employees of Landlord and/or Landlord's contractors while doing janitor service or other cleaning in the Premises and while making repairs or alterations in the Premises.
19. The Premises shall not be used for lodging or sleeping or for any immoral or illegal purpose.

20. The requirements of tenants will be attended to only upon notice of Landlord's managing agent and, if Landlord or its managing agent requests, upon execution and submission or written application or purchase order. Employees of Landlord shall not perform any work or do anything outside of their regular duties, unless under special instructions from Landlord.
21. Canvassing, soliciting and peddling in the Building are prohibited and each tenant shall reasonably cooperate to prevent the same.
22. There shall not be used in any space, or in the public halls of the Building, either by any tenant or by any others, in the moving or delivery or receipt of safes, freight, furniture, packages, boxes, crates, paper, office material, or any other matter of thing, any hand trucks except those equipped with rubber tires, side guards and such other safeguards as Landlord shall reasonably require.
23. Tenant shall not cause or permit any odors of cooking or other processes or any unusual or objectionable odors to emanate from the Premises in disturbance of other tenants or which creates a public or private nuisance. No cooking shall be done in the Premises except as is expressly permitted in the foregoing Lease or in the pantry area. Smoking shall only be permitted within designated areas of the Property, and in no event within the Building.
24. On notice to tenants, Landlord may rescind, alter or waive any rule or regulation at any time prescribed for the Building when, in its reasonable judgment, it deems it necessary or desirable for the reputation, safety, care or appearance of the Building, or the preservation of good order therein, or the operation or maintenance of the Building, or the equipment thereof, or the comfort of tenants or others in the Building. Rules will be applicable and enforced uniformly.
25. The parking areas servicing the Building shall not be used for storage of vehicles or long-term parking of vehicles; it being the intention that Tenant's use of said parking areas is to be directly related to Tenant's use of Premises as said use is permitted by the terms of its Lease. Landlord reserves the right to cause the removal, by towing, of vehicles in violation of this parking rule, it being understood and agreed by Tenant that Landlord's right to tow illegally parked vehicles is hereby noticed to Tenant and no notice of Landlord's right to tow illegally parking vehicles by signage need be posted on the Land or the Building. All costs of the towing of illegally parked cars owned by Tenant or Tenant Parties shall be borne by Tenant and shall be deemed to be Additional Rent.
26. The garage is to be used by tenants of the Building, their employees, visitors and guests.
27. The speed limit within the garage and on all internal roadways and driveways shall be 5 m.p.h. and is strictly enforced.
28. Overnight parking is prohibited. You should defer to your specific lease for an individual tenant's rights to park in the garage after hours.

29. **Vehicles may not be parked in such a manner as to block access to: garages, fire hydrants, pedestrian crossing areas, designated fire lanes, or clear two lane passage by vehicles. Violators will be towed.**
30. **The following types of vehicles are prohibited in the parking areas or drives except for temporary loading or unloading: trucks and other commercial vehicles (carrying a sign advertising a business) and vehicles with more than four single-tired wheels.**
31. **All vehicles parked on the property will be licensed and in operating condition for safe travel on public roads.**
32. **The maximum height for vehicles accessing the garage is posted. You will be responsible for damages resulting from your vehicles exceeding this height requirement. Vehicles with roof racks shall enter at their own risk.**
33. **All persons will comply with Connecticut state laws and Department of Motor Vehicles regulations on the roads, drives and property.**
34. **Parking in the garage and in other parking areas is “at your own risk”. Unless resulting from their willful misconduct, ownership and management shall not be held responsible for any damage to vehicles nor be responsible for any items left in vehicles.**
35. **Tenants and their employees may park only in those areas assigned to them.**
36. **All visitors must report to reception of the appropriate building entrance of which they are visiting.**

**Landlord acknowledges that Tenant shall not be responsible for compliance by Tenant Parties with the Rules and Regulations with respect to motor vehicles, but Tenant shall reasonably cooperate with, and support, Landlord’s actions to enforce compliance with such Rules and Regulations by all Tenant Parties.**