

AMENDED AND RESTATED LEASE AGREEMENT BY AND BETWEEN
THE CITY OF STAMFORD
AND
THE HALLOWEEN YACHT CLUB, INCORPORATED

THIS AMENDED AND RESTATED LEASE AGREEMENT (hereinafter the "Lease") is made this _____ day of _____, 2010 _____, 2023, between the **City of Stamford**, (hereinafter sometimes referred to as "Lessor"), a municipal corporation organized and existing ~~under~~pursuant to the laws of the State of Connecticut, with a principal place of business located at Government Center, 888 Washington Boulevard, Stamford, Connecticut, and acting herein by ~~Michael A. Pavia~~Caroline Simmons, its duly-authorized Mayor (~~hereinafter sometimes referred to as "Lessor") and the, and~~ **The Halloween Yacht Club, Incorporated** (hereinafter sometimes referred to as "Lessee"), a Section 501(c)(~~3~~)7 non stock corporation organized and existing ~~under~~pursuant to the laws of the State of Connecticut, with a principal place of business located at 10 Seaview Avenue, Stamford, Connecticut, and acting herein by ~~Anthony Loglisci~~Steven Bagwin, its duly-authorized Commodore (~~hereinafter referred to as "Lessee")~~.

WITNESSETH

WHEREAS the Lessor and Lessee were parties to a certain Lease Agreement, dated April 13, 2010, and commencing on November 8, 2006 (hereinafter the "Original Lease"); and

WHEREAS the Lessor and Lessee now wish to amend and restate the Original Lease to extend the Term, expand the Demised Premises, and clarify the parties' respective responsibilities.

NOW, THEREFORE, THE LESSOR AND LESSEE AGREE AS FOLLOWS:

1. The Lessor and Lessee hereby agree and affirm that this Lease shall replace and supersede the terms and conditions of the Original Lease, which Original Lease shall be deemed disaffirmed by the mutual agreement of the Lessor and Lessee as of the Commencement Date of this Lease, as hereinafter defined.

2. Demised Premises. The Lessor hereby leases and demises to the Lessee and the ~~Tenant~~ Lessee hereby takes from the ~~Landlord~~ Lessor, the premises located at 10 Seaview Avenue, Stamford, Connecticut, which consists of land, a building, deck, parking lot and boat docks (hereinafter referred to as the "Demised Premises"), more particularly described in Schedule A, which is attached hereto and made a part hereof, upon the terms and conditions and for the uses and purposes hereinafter provided. Notwithstanding the foregoing or any other provision in this Lease, the Lessor reserves the right to remove from the Demised Premises, at any time during the term of this Lease, so much of the Demised Premises as may be necessary or desirable, in the Lessor's sole judgement, to effectuate improvements to Seaview Avenue. Such improvements shall be done at no cost to the Lessee and Lessee shall at all times have access to the remaining portion of the Demised Premises.

2.3. Initial Term and Renewal Periods. The ~~term~~Initial Term of this Lease shall be for a period of ~~ten (10)~~twenty three (23) years, commencing ~~from on July 1, 2023~~ (the ~~date~~ such Lease is approved by the Lessor's Board of Representatives, which date is hereby inserted in the following space _____, 2006, and shall terminate ~~ten (10) years therefrom~~Commencement Date), and terminating on June 30, 2046, unless sooner terminated as may be hereinafter provided ~~(hereinafter referred to as the "Term")~~. Provided the Lessee is not in default of any of the terms and conditions of this Lease, ~~Lessor shall~~Lessee may, at the Lessee's option, provided such option is exercised as set forth below, ~~lease the Demised Premises to the Lessee at the expiration of the initial Term~~extend the term of this Lease for two (2), additional five (5) year ~~terms that shall run consecutively~~periods (hereinafter referred to collectively as the "Renewal ~~Period~~Periods") under the same terms and conditions of this Lease ~~except for, subject to the applicable rent, which shall be negotiated by the parties within six (6) months prior to the commencement of each Renewal Period~~increases as set forth in Section 4 herein. Lessee shall exercise its ~~renewal~~first Renewal Period option by giving ~~Lessor~~ written notice to the Lessor's Director of Operations at least six (6) months prior to the end of ~~each Renewal Term~~the Initial Term and shall exercise its second Renewal Period option by giving such notice six (6) months prior to the end of the first Renewal Period. If Lessee fails to give such notice, then this Lease shall automatically terminate at the end of either the ~~first~~Initial Term or ~~second~~the first Renewal ~~Term~~Period, as the case may be.

~~3.4.~~ **Rent.** The cumulative total of the rent to be paid by the Lessee for the ~~entire ten~~ (10) year term of this Lease Initial Term shall be ~~Two~~Eight Hundred ~~Twenty Three~~Thirty ~~Two~~ Thousand ~~Thirty~~ Three ~~Hundred Seventy Four~~ Dollars and Forty ~~Nine~~Two Cents (U.S. \$~~223,374.49~~832,033.42) which shall be ~~immediately~~ due and payable to the Lessor ~~annually, in annual installments, to be paid in advance,~~ on or before the fifteenth day of June of every year as follows:

- ~~Year 1: \$20,400.00~~
- ~~Year 2: \$20,808.00~~
- ~~Year 3: \$21,224.16~~
- ~~Year 4: \$21,648.65~~
- ~~Year 5: \$22,081.63~~
- ~~Year 6: \$22,523.27~~
- ~~Year 7: \$22,973.74~~
- ~~Year 8: \$23,433.22~~
- ~~Year 9: \$23,901.89~~

~~Year 10: \$24,379.93~~ shown on Schedule R attached hereto and made a part hereof. The annual installments of Rent due during the Renewal Periods, if exercised, are also set forth on Schedule R.

~~4.~~ **Use.** The Lessee shall utilize the Demised Premises exclusively as a boat club for recreational use only (hereinafter "Program"). ~~Under no circumstances shall the Lessee use the Demised Premises for any other purpose whatsoever except for~~ member functions

and events, operation of a marina and clubhouse, events and functions that advance the Program, fundraising activities that directly benefit the Program— and charitable fundraising. The Lessee shall be responsible for the administration and supervision of any Program conducted therein at its sole cost and expense.

5. No use shall be permitted on the Demised Premises wherein any pecuniary benefit accrues to any officer, director, or trustee of the Lessee.

6. **Approval.** This lease is subject to the approval of the ~~Lessor's~~City of Stamford Planning Board, Board of Finance, Board of Representatives and Mayor.

7. **Assignment.** The Lessee shall not be permitted to assign this Lease or any interest therein.

8. **Subletting.** The Lessee shall not sublease, permit, or license the Demised Premises or any part thereof ~~unless:~~

~~a. Such sublease, permit or license shall comport with the uses permitted by this Lease in the reasonable judgment of the Lessor; and~~

~~b. Such sublease, permit or license shall be in writing and be pre-approved by the Lessor which pre-approval shall not be unreasonably withheld; and~~

~~e. Such sublease, permit or license provides that the sub-lessee, permittee or licensee shall indemnify and hold the City of Stamford, its officers, agents and employees harmless from any and all liability arising from any such use of the Demised Premises; and~~

~~d. Such sublease, permit or license shall contain any and all insurance coverage(s) required by the Lessor's Risk Manager.~~

~~e. All cash, in kind or other compensation to be provided to the Lessee shall be specifically reflected in the books and records of Lessee.~~

89. Quiet Enjoyment. The Lessee, provided it is not in default hereunder, shall peaceably hold, occupy and enjoy the Demised Premises during the Term and, if applicable, Renewal Term, without hindrance, ejection or interference except as otherwise provided in this Lease or as permitted by law.

910. Lessee's Covenants. The Lessee agrees, warrants and represents that it shall commit no waste to the Demised Premises, nor suffer the same to be committed thereon, nor injure nor misuse the same; and further agrees, warrants and represents that the Lessee has neither the right nor the power to assign or hypothecate this Lease in any way whatsoever, except as otherwise provided in this Lease or make alterations to the Demised Premises, nor use the same for any purposes except as those expressly authorized herein.

~~—~~The Lessee shall keep the Demised Premises in good condition, free of debris, safely and adequately for the uses and purposes hereby authorized. The Lessee shall deliver the Demised Premises up to Lessor upon the expiration or earlier termination of this Lease in reasonably good condition, normal wear and tear excepted, and the Lessee shall have no right or obligation to remove any improvements to the Demised Premises without the prior written consent of Lessor. Likewise, any fixtures, equipment, furnishings, supplies or inventory which are purchased or obtained during the term of this Lease, by or for the

Lessee utilizing any City operating or other revenue funds, including but not limited to state and federal funds administered by the City, shall become the property of Lessor upon the expiration or sooner termination of this Lease in good condition, normal wear and tear excepted, at the option of Lessor.

1011. Default. If Lessee should be in breach or default of or violate any of the terms and conditions of this Lease, or if the Lessee should assign or hypothecate this Lease or sublet the Demised Premises in a manner not provided by this Lease or otherwise dispose of the whole or any part of the Demised Premises or make any structural alterations therein without the prior written approval of the Lessor, or shall commit waste or suffer the same to be committed on said Demised Premises or injure or misuse the same, or shall cease to exist as an IRS qualified or Connecticut corporation, or shall be adjudicated bankrupt, or shall make a voluntary or involuntary assignment of its estate or effects for the benefit of creditors, or if a receiver of Lessee's property shall be appointed, or if this Lease shall by operation of law, devolve upon or pass to anyone other than the Lessee, then this Lease shall thereupon, by virtue of this express stipulation expire and terminate, at the sole option of the Lessor, and the Lessor may, at any time thereafter re-enter said premises and shall have and possess all of the Lessor's former estate, and without such re-entry, may recover possession thereof in the manner prescribed by the statutes relating to summary process; it being understood that no demand for rent or re-entry for condition broken, as at common law, shall be necessary to enable the Lessor to recover such possession pursuant to said

statutes relating to summary process, that any or all right to any such demand or any such re-entry is hereby expressly waived by Lessee.

In the event the Lessee should be in breach or default of or violate any of the Lessee's obligations set forth in the Lease and fail to cure such breach, default or violation within thirty (30) days written notice of such breach from the Lessor, then this Lease shall thereupon, by virtue of this express stipulation expire and terminate, at the sole option of the Lessor, and the Lessor may, at any time thereafter re-enter said premises and shall have and possess all of the Lessor's former estate, and without such re-entry may recover possession thereof in the manner prescribed by the statutes relating to summary process; it being understood that no demand for rent or re-entry for condition broken, as at common law, shall be necessary to enable Lessor to recover such possession pursuant to said statutes relating to summary process, that any or all right to any such demand or such re-entry is hereby expressly waived by Lessee.

12. Compliance with Laws. Lessee shall comply with all applicable federal, state and local laws, rules, regulations, ordinances, charters, statutes, codes, orders, policies and procedures including, but not limited to the City Purchasing Ordinance as a non-city entity in accordance with Code Section 8-4 *et seq.*, in relation to the use and occupancy of the Demised Premises and with respect to the operation of the Program, and any costs for non-compliance or violation of same shall be solely the responsibility of the Lessee.

13. Access to Premises. Lessor and its employees, officers, agents and independent contractors shall have the right to enter and inspect the Demised Premises at any reasonable

time during business hours after oral or written notice to the Lessee, or at any time in case of emergency, for the purpose of ascertaining the condition of the Premises, curing a default on the part of the Lessee at the Lessee's sole cost and expense, making major repairs and capital improvements not made by the Lessee pursuant to the terms and conditions of this Lease at the Lessee's sole cost and expenses, providing however nothing herein shall be deemed to obligate the Lessor to make any such repairs or improvements. Lessor shall have a copy of the most current key(s) along with any access and security codes to the Demised Premises for the purposes set forth in this paragraph.

1314. Capital Improvements, Repairs, Maintenance and Utilities. Lessee shall be responsible for capital improvements, all major and minor repairs, maintenance of the Demised Premises, all utilities and systems including but not limited to the following: plumbing, electrical, boiler, furnace, generator, heat, water, air conditioning and all other systems. Lessee shall also be responsible for the following:

1. Interior and exterior walls and glass, including mirrors.
2. Snow and ice removal, refuse collection, water, sewer use, electricity, heat, air conditioning, fuel oil, gas and other utilities.
3. Custodial services, ~~groundskeeping~~grounds keeping, landscaping, janitorial supplies, security and service agreements.
4. Any and all other expenses for the operation of the Program, if applicable, including but not limited to supplies, equipment, furnishings, insurance, telephones, etc.

Any and all capital improvements and major repairs to the Demised Premises shall be subject to the prior written approval of the Lessor's Director of Operations and shall be performed in accordance with paragraph 11 above. -Notwithstanding the foregoing, subject to the approval of and appropriation by, as the case may be, the Lessor's Planning Board, Board of Finance, Board of Representatives and Mayor, the Lessor shall have the right and power to make any and all capital improvements at its sole cost and expense.

Notwithstanding anything to the contrary contained herein, the Sea Wall (the location of which is shown on Schedule A) shall not be the responsibility of the Lessee.

415. Books and Records; Audits. Lessee shall maintain separate books and records for the income and expenditures, assets and liabilities, of its use of the Demised Premises and the operation of the Program— for the entire Term of this Lease, including any Renewals, or until copies of such records are provided to Lessor. Such books and records shall include separate accounts from its organization-wide operations and Program, if applicable. Lessee shall provide Lessor open and regular access to such books and records, as well as the books and records of its organization-wide operations and Program, upon the demand of Lessor. -Lessee shall furnish Lessor with copies of annual certified independent audits prepared at the expense of the Lessee and certified to the Lessor in accordance with Generally Accepted Auditing Standards by a Connecticut licensed CPA, no later than 135 days after the close of each fiscal or calendar year, as the case may be. Lessee shall maintain all records, correspondence and all other types of documentation related to the maintenance, repair, improvement and alteration of the Demised Premised, including but not limited to all maintenance agreements, certifications, inspections related thereto, and shall provide the Lessor with copies of such records, correspondence and documentation immediately upon the Lessor's written request.

~~+5~~**16. Non-Appropriation.** Any obligation of Lessor to make payments or expenditures of any kind under this Lease shall be contingent upon the Lessor securing the requisite approvals and appropriations being duly passed pursuant to the laws of the City of Stamford.

~~The City of Stamford and its employees, agents and officers shall be designated as additional insureds under the commercial general liability and automobile liability insurance policies.~~

~~The Lessee shall provide the Lessor with certificates of insurance or original copies of the insurance policies, whichever the Risk Manager for the Lessor requires, which contain all requirements in the insurance provision for the Lease.~~

~~+6~~**17. Insurance Requirements.** The Lessee shall affect and maintain for the life of this Lease, such commercial general liability and automobile liability insurance as shall protect the Lessee and the City of Stamford from claims for damages arising out of personal injury, including death, and claims for property damage, which may be suffered as a result of operations/completed operations under this Lease, whether such operations/completed operations be by the Lessee or any employee or agent thereof. -The Lessee shall also affect and maintain for the term of the Agreement workers' compensation insurance covering injuries or disease suffered by the Lessee's employees. The workers' compensation insurance shall comply with all workers' compensation statutes and regulations in the State of Connecticut. -The Lessee shall also maintain all risk property insurance which insures all real and personal property of the Halloween Yacht Club, and boiler and machinery

insurance, valued on a full replacement cost basis. If there are any vessels owned by the Halloween Yacht Club, the lessee shall secure Marine Hull insurance in addition to Protection and Indemnity insurance. -The Lessee shall also affect and maintain Marina Operator's Legal Liability insurance for the term of the Agreement. The City's Risk Manager also reserves the right to require the Lessee to affect and maintain other insurance coverage under the Lease that is deemed appropriate or necessary.

The Lessee shall provide, at its own cost and expense, documentary proof of the following insurances to the Risk Manager of the City of Stamford:

- A. Workers' compensation – Statutory, which complies with the workers' compensation regulations and laws of the State of Connecticut.
- B. Employer's liability, with minimum limits of liability of \$100,000.00 for each accident, disease each employee and policy limit for disease.
- C. Commercial general liability, subject to a minimum limit of liability of \$2,000,000.00 combined single limit for bodily injury and property damage and \$4,000,000.00 in the aggregate.- This requirement can be met with a combination of general liability insurance and excess liability insurance. -This insurance shall include, but not be limited to, bodily injury and property damage and the following coverages:
 - 1. Premises and operations liability.
 - 2. Products liability and completed operations, to be maintained for a period of not less than three years following termination or cancellation of the Agreement.

3. Broad form contractual liability covering any indemnities contained in the Agreement.

4. Personal injury and advertising liability.

D. Automobile liability insurance, with a minimum limit of liability of \$1,000,000.00 combined single limit for bodily injury and property damage. This insurance shall include, but not be limited to, bodily injury and property damage for the following:

1. Owned vehicles
2. Hired and leased vehicles
3. Non-owned vehicles

E. All risk property insurance, which covers all real and personal property by the Lessee from Lessor. The limits under the all-risk property insurance shall be and a full replacement cost basis and shall be sufficient to prevent the Lessee from incurring a co-insurance penalty because of inadequate limits. -The all-risk property insurance shall designate the Lessor as loss payee for any losses covered under this insurance. Any damages or losses beneath the applicable deductible(s) shall be repaired by the Lessee to the full satisfaction of the Lessor.

F. Boiler and machinery insurance, which covers all boilers, pressure-fired and non-pressured vessels, hot water heaters, gas-fired furnaces, electrical equipment and any other machinery and equipment, which is generally insured under a boiler and machinery policy. This insurance shall be on a full replacement cost basis and shall

be sufficient to prevent the Lessee from incurring a co-insurance penalty because of inadequate limits.

- G. Marine Operator's Legal Liability insurance with a minimum limit of \$1,000,000.00 per occurrence.
- H. Primary Hull and Protection and Indemnity Insurance for any of Lessee's owned vessels.

The Lessee shall be responsible for repair and/or replacement of all damage and losses to the leased premises, whether insured or not insured. All repairs and / or replacement of damage and losses will be completed as soon as practicable after discovery of the damage and losses by the Lessee and Lessor. All repairs and / or replacement of damage and / or losses to the demised premises must be approved by and meet the satisfaction of the Lessor.

Thirty (30) days prior written notice shall be provided to the City of Stamford's Risk Manager in the event of cancellation, termination or material change in any terms and conditions of any insurance policies required hereunder.

Any insurance required hereunder underwritten on a claims made, as opposed to an occurrence basis, shall contain a retroactive date not later than the date of execution of the Lease or commencement of the occupancy of the described premises by the Lessee, whichever is earlier, and an extended reporting period endorsement of not less than three years following vacating of the described premises or termination of the Lease, whichever is later.

All insurance coverage and certificates of insurance shall be approved by the City's Risk Manager prior to commencement of occupancy of the described premises or execution of the Lease. Other insurance coverages may be required by the City, which are predicated upon specific needs.

The Lessee agrees to waive any right of recovery against the City of Stamford and its employees, agents and officers for any claim, loss or damage of any kind or description whatsoever, which may or may not be covered under insurance required under this Lease. All such insurance required under the Lease shall contain waivers of subrogation endorsements in favor of the ~~lessor~~Lessor and its employees, agents and officers. In addition, all such insurance required hereunder shall be primary insurance, without any right of contribution from any insurance maintained by or on behalf of the Lessor and its employees, agents and officers.

If, at any time, any of the said insurance policies shall be or become unsatisfactory to the City as to form or substance, or if any insurance company shall become unsatisfactory to the City of Stamford, the Lessee shall promptly obtain a new insurance policy, submit same to the Risk Manager of the Lessor for approval and submit a certificate thereof as hereinabove required. Upon failure of the Lessee to furnish, deliver or maintain same, this Lease, at the election of the Lessor, may forthwith be declared suspended, discontinued or terminated. Failure of the Lessee in the above shall not relieve Lessee from any and all liability under the Lease, nor shall the insurance requirements be construed to

conflict with the obligations of the Lessee concerning its liability or indemnification obligations under the Lease.

The Lessee shall provide the Lessor with certificates of insurance or original copies of the insurance policies, whichever the Risk Manager for the Lessor requires, which contain all requirements in the insurance provision for the Lease.

~~17~~**18. Non-Waiver.** The failure of the Lessor to insist upon strict performance of any of the terms, conditions or covenants herein shall not be deemed a waiver of any rights or remedies that the Lessor may have; and shall not be deemed a waiver of any subsequent breach or default of the terms, conditions or covenants herein contained, the Lessor reserving the right to require strict compliance therewith at any time, with or without notice except as may be otherwise required herein.

~~18~~**19. Condition of Demised Premises.** No agreements, promises, covenants, warranties or representations have been made by the Lessor as to the condition of said Demised Premises upon which the Lessee has relied in entering into this Lease, and Lessee agrees to take the Demised Premises “As-Is” in its present and existing condition.

~~19~~**20. Personal Property.** All of the Lessee’s personal property of every kind and description, which may at any time be inside of the Demised Premises, shall be at the Lessee’s sole risk with respect to loss by theft, except when due to the Landlord’s negligence.

21. Indemnification. Lessor shall not be liable for any injury or damage to person or property happening in and or on the building, boat docks, parking lot, sidewalks, grounds,

interior or exterior or any part of said premises by reason of any existing or future condition, defect, matter or thing, except where such injury or damage to person or property is caused by, relates to or arises out of the Lessor's negligent acts, and Lessee agrees to indemnify and hold harmless the Lessor from any and all fines, claims, suits, actions, judgments, damages or liability arising therefrom and from anything otherwise arising from or out of the Lessee's use and occupancy of said premises or the Lessee's operation of the Program or Lessee's negligent acts or omissions. Lessor shall not be responsible for the loss of or damage to property, or injury to persons occurring in and or on the Demised Premises or for the acts, omissions or negligence of other persons or Lessee, its employees, officers and agents, in and or on said premises, except where such loss, damage or injury to person or property is caused by, relates to or arises out of the Lessor's negligent acts, and Lessee agrees to indemnify and save Lessor harmless from all fines, claims, suits, actions, judgments, damages or liability for loss of or damage to property or injuries to persons occurring in and or on the Demised Premises by reason of any such acts, omissions or negligence. Lessee further agrees to indemnify and save harmless Lessor of and from any and all fines, claims, suits, actions, judgments, damages or liability and acts of any kind by reason of any breach, violation, or non-performance of any covenant or condition hereof or for the violation of any law, statute, regulation or order, on the part of Lessee, its agents, employees or officers. -If either Lessor or Lessee receives notice of any claim giving rise to Lessee's obligation to indemnify and defend Lessor, such party shall immediately notify the other party in writing of such claim. Lessor shall have the right and option in

the first instance, through counsel of its own choosing and at its own expense, to deal with, defend, settle or compromise any such claim. If Lessee fails to appoint counsel to deal with, defend, settle or compromise any such claim within sixty (60) days after receiving this notice thereof, Lessor may deal with, defend, settle or compromise any such claim through counsel of its own choosing at the expense of Lessee. In such event, no settlement or compromise shall be made without prior written notice to the Lessee. Lessor shall cooperate with the Lessee in the defense of any such claim or litigation at the Lessee's sole cost and expense.

2022. Mechanic's Liens. Lessee shall not permit any mechanic's or other lien or charge to be filed against the Premises by reason of any act of Lessee. If any such mechanic's or other lien or charge shall at any time be filed against the Premises, Lessee shall immediately cause the same to be discharged of record, in default of which Lessor may, on thirty (30) days written notice to Lessee, discharge the same, and all costs and expenses, including attorney's fees, incurred by Lessor in procuring such discharge shall be payable by Lessee to Lessor as additional rent upon demand.

2123. Notices. All notices and demands, legal or otherwise, incidental to this Lease, or the occupation of the Demised Premises, shall be in writing. If the Lessor or its agents desires to give or serve upon the Lessee any notice or demand, it shall be sufficient to send a copy thereof by certified or registered mail, addressed to the Lessee at the Demised Premises. All such notices to the Lessor from the Lessee shall be sent by a nationally recognized overnight courier such as FEDEX or UPS or via registered or certified mail to

the City of Stamford, Director of Operations, 888 Washington Boulevard, Stamford, Connecticut, ~~06904~~06901, with a copy to the Director of Legal Affairs at said address.

~~22~~24. **Holdovers.** In the event that the Lessee shall remain in the Demised Premises after the expiration of the term of the Lease without having executed a new written Lease with the Lessor, such holding over shall not constitute a renewal or extension of this Lease. The Lessor may, at its option, elect to treat the Lessee as one who has not removed at the end of its term, and thereupon be entitled to all the remedies against Lessee provided by law in that situation, or the Lessor may elect to construe such holding over as a tenancy from month to month, subject to all the terms and conditions of this Lease, except as to duration.

~~23~~25. **Eminent Domain.** In the event the whole or any part of the Demised Premises shall be taken under any power of eminent domain or condemnation, the Lessee hereby waives any claim to compensation except, in case of a taking by the State or Federal Government or other political subdivision thereof other than the Lessor, Lessee may apply for such Lessee's award as which shall in no way affect the value or amount of Lessor's award.

~~24~~26. **Entire Agreement.** This Lease contains the entire agreement between the parties and all representations relating to this tenancy or to the demised premises are included herein.

~~25. — **Governing Law.** This Lease shall be construed in accordance with the laws of the State of Connecticut.~~

26**27. Governing Law and Venue.** Lessor and Lessee deem this Lease to have been made in the City of Stamford, State of Connecticut and that it is fair and reasonable for the validity and construction of this Lease to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that these courts are courts of competent jurisdiction, for the purpose of venue, any complaint shall be made returnable to the Judicial District of Fairfield, at Stamford, only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court. Lessor and Lessee hereby waive any objection which they may now have or will have to the laying of venue of any claims in any forum and further irrevocably submit to such jurisdiction in any suit, action or proceeding.

28. Successors and Assigns. This Lease shall be binding upon the parties, their successors, successors and assigns, trustees and legal representatives.

29. **Signage.** Lessee shall not install any new signage at the Demised Premises without the prior written approval of the City of Stamford Director of Operations, which approval shall be at his or her sole discretion and may be withheld. All approved new signs and old signs shall be maintained by Lessee at its sole expense in a first-class and safe condition and appearance. Upon the expiration or earlier termination of this Lease, Lessee shall remove all of its signs at its sole cost and expense and shall repair any damage to the Demised Premises, inside or outside, resulting from the erection, maintenance or removal of any approved signs.

30. **Morals Clause.** Neither Lessee nor Lessee's representatives shall commit any act or do anything which might reasonably be considered: (i) to be immoral, deceptive, scandalous or obscene; or (ii) to injure, tarnish, damage or otherwise negatively affect the community and/or the reputation and goodwill associated with Lessor. If either Lessee or Lessee's representative is accused of any act involving moral or ethical issues, dishonestly, theft or misappropriation, under any law, or any act which casts an unfavorable light upon its association with the community and/or Lessor or either Lessee or Lessee's representative is accused of performing or committing any act which could adversely impact Lessee's events, programs, services, or reputation, Lessor shall have the right to terminate this Lease upon fifteen (15) days written notice specifying the reason, within which period Lessee may cure such offense. The determination of whether and to what extent the offense is cured shall be made by Lessor at its sole discretion.

31. **Gifts.** During the term of this Agreement, including any extensions, Lessee shall refrain from making gifts of money, goods, real or personal property or services to any appointed or elected official or employee of The City of Stamford or the Stamford Board of Education or any appointed or elected official or employee of their Boards, Commissions, Departments, Agencies or Authorities. All references to Lessee shall include its members, officers, directors, employees, and owners of more than 5% equity in Lessee.

32. **Code of Ethics.** Lessee is prohibited from using its status as a tenant of the City of Stamford to derive any interest(s) or benefit(s) from other individuals or organizations and Lessee shall comply with the prohibitions set forth in the Stamford Municipal Code of Ethics as codified in Chapter 19 of the City of Stamford Code of Ordinances.

33. **Successors and Assigns.** This Lease shall be binding upon the parties, their successors and assigns, trustees and legal representatives.

34. **Counterparts.** This Lease may be executed in any number of counterparts, each of which shall be deemed an original. The counterparts shall together constitute but one Lease. Any signature on a copy of this Lease or any document necessary or convenient thereto sent by facsimile, PDF or other electronic format shall be binding upon such transmission and the facsimile, PDF or other electronic format copy shall be deemed an original for the purposes of this Lease. Paper copies or "printouts," if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall

contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

IN WITNESS WHEREOF, the parties have executed this Lease on the date and year first above written.

CITY OF STAMFORD

By _____
Mayor Michael A. Pavia
Duly authorized

Witness: _____
Caroline Simmons, Mayor

Witness: _____

THE HALLOWEEN YACHT CLUB,
INCORPORATED

By _____
Anthony Loglisci
Its Duly authorized

Witness: _____
Steven Bagwin, Commodore

Witness: _____

Approved as to form:

Sybil V. Richards
Deputy Chris Dellaselva

| Assistant Corporation Counsel

Approved as to insurance:

| ~~Ann Marie Mones~~

David Villalva

Risk Manager

State of Connecticut)
) ss: Stamford , 2002022
County of Fairfield)

~~Personally~~Before me, the undersigned, ~~personally~~ appeared ~~Dannel P. Malloy~~Caroline Simmons, Mayor of the City of Stamford, ~~a~~ and signer and sealer of the foregoing instrument, who acknowledged the same to be the free act and deed of ~~said~~the City of Stamford, and ~~his~~her free act and deed as Mayor thereof, ~~before me~~.

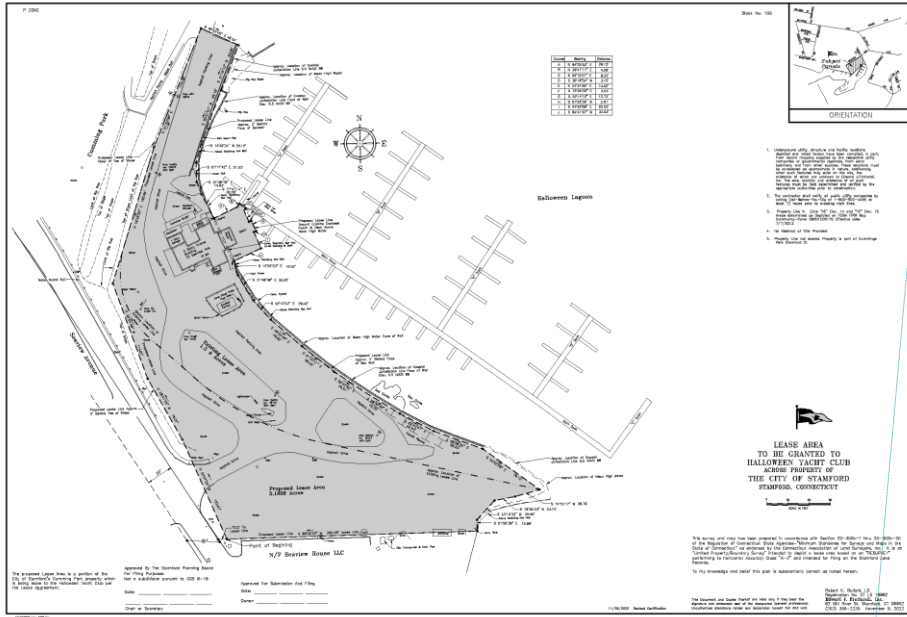
Sybil V. Richards, Esq.
Commissioner of the Superior Court or
Notary Public
My Commission Expires on:

State of Connecticut)
) ss: Stamford , 2002022
County of Fairfield)

~~Personally~~Before me, the undersigned, ~~personally~~ appeared ~~Michael Aide~~Steven Bagwin, Commodore of ~~the~~The Halloween Yacht Club, ~~a~~Incorporated and signer and sealer of the foregoing instrument, who acknowledged the same to be ~~his~~the free act and deed, of The Halloween Yacht Club, Incorporated and his free act and deed as Commodore thereof, ~~before me~~.

Commissioner of the Superior Court or
Notary Public
My Commission expires on: _____

**SCHEDULE A
(PROPERTY DESCRIPTION)(MAP OF DEMISED PREMISES)**



Field Code Changed

SCHEDULE A

1 landing float with all appurtenances affixed (39' x 14')

50 piles

1 main ramp with all appurtenances

36 large finger floats (24'9" x 3'0")

23 small finger floats (16' x 2'6")

1122 linear ft., floating walkway, 6' wide including hardware

1 small ice box

Deicing system

Air compressors, piping and appurtenances

Water piping on the docks

Electricity on the docks

Garage

Miscellaneous furniture and fixtures

Other items shall be added here upon the installation thereof, and due notice to the landlord and its prior approval in writing acting by its Mayor, which approval shall not be unreasonably withheld.

SCHEDULE R
(RENT)

<u>Initial Term</u>	
<u>Year</u>	<u>Annual Rent</u>
<u>1</u>	<u>\$ 28,845.02</u>
<u>2</u>	<u>\$ 29,421.92</u>
<u>3</u>	<u>\$ 30,010.35</u>
<u>4</u>	<u>\$ 30,610.56</u>
<u>5</u>	<u>\$ 31,222.77</u>
<u>6</u>	<u>\$ 31,847.23</u>
<u>7</u>	<u>\$ 32,484.17</u>
<u>8</u>	<u>\$ 33,133.86</u>
<u>9</u>	<u>\$ 33,796.53</u>
<u>10</u>	<u>\$ 34,472.46</u>
<u>11</u>	<u>\$ 35,161.91</u>
<u>12</u>	<u>\$ 35,865.15</u>
<u>13</u>	<u>\$ 36,582.45</u>
<u>14</u>	<u>\$ 37,314.10</u>
<u>15</u>	<u>\$ 38,060.39</u>
<u>16</u>	<u>\$ 38,821.59</u>
<u>17</u>	<u>\$ 39,598.03</u>
<u>18</u>	<u>\$ 40,389.99</u>
<u>19</u>	<u>\$ 41,197.79</u>
<u>20</u>	<u>\$ 42,021.74</u>

<u>21</u>	<u>\$ 42,862.18</u>
<u>22</u>	<u>\$ 43,719.42</u>
<u>23</u>	<u>\$ 44,593.81</u>

Renewal 1

<u>Year</u>	<u>Annual Rent</u>
<u>1</u>	<u>\$ 45,485.68</u>
<u>2</u>	<u>\$ 46,395.40</u>
<u>3</u>	<u>\$ 47,323.31</u>
<u>4</u>	<u>\$ 48,269.77</u>
<u>5</u>	<u>\$ 49,235.17</u>

Renewal 2

<u>Year</u>	<u>Annual Rent</u>
<u>1</u>	<u>\$ 50,219.87</u>
<u>2</u>	<u>\$ 51,224.27</u>
<u>3</u>	<u>\$ 52,248.75</u>
<u>4</u>	<u>\$ 53,293.73</u>
<u>5</u>	<u>\$ 54,359.60</u>