

LEASE

This Lease (this "**Agreement**"), is made as of the 1st day of November, 2019, by and between WATERFRONT OFFICE BUILDING LP, a Delaware limited partnership ("**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 (the "**Building**") located at Two Harbor Landing, 68 Southfield Avenue, Stamford, Connecticut ("**Landlord's Property**");

WHEREAS, Tenant desires to occupy a portion of the first (1st) floor of Landlord's Property consisting of approximately 15,046 rentable square feet and an outdoor space (collectively, the "**Premises**") as shown on the plans annexed hereto as Exhibit A together with the use of thirty (30) 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 Premises for the Permitted Use (as defined below). 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 agrees that its access to the Premises does not include access into the lobby or any other areas of the Building, except as needed for emergency egress.

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 (i) Tenant's activities in Landlord's Property or the Premises; (ii) the performance or existence of any alterations, additions or improvements made by Tenant in or to the Premises; (iii) the installation, use, operation or movement of Tenant's property in or about the Landlord's Property or the Premises; or (iv) 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), or (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 ten (10) months beginning on November 1, 2019 (the "**Commencement Date**") and terminating on August 31, 2020 (the "**Expiration Date**").

(b) On the Commencement Date, Landlord shall deliver the 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
11/1/19 – 11/30/19	\$25,076.00	\$20.00
12/1/19 – 12/31/19	\$25,076.00	\$20.00
1/1/20 – 1/31/20	\$25,076.00	\$20.00
2/1/20 – 2/29/20	\$25,076.00	\$20.00
3/1/20 – 3/31/20	\$25,076.00	\$20.00
4/1/20 – 4/30/20	\$25,076.00	\$20.00
5/1/20 – 5/31/20	\$25,076.00	\$20.00
6/1/20 – 6/30/20	\$25,076.00	\$20.00
7/1/20 – 7/31/20	\$25,076.00	\$20.00
8/1/20 – 8/31/20	\$25,076.00	\$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 and cleaning expenses 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 and cleaning expenses 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, the Electrical Factor and cleaning expenses 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 cause cleaning services to be provided to the Premises pursuant to cleaning specifications mutually agreed upon by Landlord and Tenant. Tenant shall pay to Landlord monthly, commencing on the Commencement Date, a sum equal to the cost actually incurred by Landlord to provide such cleaning services, without markup, in the form of Additional Rent. Landlord shall complete a Contractor Verification in the form attached hereto attesting to compliance with Public Act 16-67 in regard to personnel providing cleaning services.

(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 unless, as a result, the Premises are not habitable and the failure or interruption of services constitutes or is determined to be a constructive or other eviction of Tenant, then in such case Tenant shall not be obligated to pay Base Rent or Additional Rent.

(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) 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 and HVAC 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 Hundred and Fifty Thousand (\$150,000.00) 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 8 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 8 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 8, 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 thirty (30) 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. Option to Extend:

(a) Tenant shall have the right, at its option, to renew the Term of this Agreement for one (1) additional term (the "**Renewal Term**"), as follows:

Option Period	Base Rent per Rentable Square Foot	Notice Date
9/1/20 – 8/31/21	\$30.00	6/1/20

The Renewal Term shall commence on the day after the expiration of the initial 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 the 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 Renewal Term. The right of Tenant to the 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.

23. Landlord Partial Termination Option: Tenant acknowledges and agrees that the area designated and hatched as “Partial Termin. Area” on Exhibit A annexed hereto (the “**Termination Area**”) is subject to a prior right of first offer granted to Icahn School of Medicine at Mount Sinai (“**Icahn**”). If Icahn exercises such right of first offer with respect to the Termination Area, then Landlord may cancel this Lease with respect to that portion of the Premises that constitutes the Termination Area, effective at midnight on the date specified (the “**Cancellation Date**”) in a written notice given by Landlord to Tenant of Icahn’s exercise of such right, which Cancellation Date shall be a date not less than six (6) months following the date of Tenant’s receipt of Landlord’s notice. In such event, (a) Tenant shall vacate the Termination Area in compliance with the requirements of this Lease on or before the Cancellation Date; (b) Landlord shall, at Landlord’s sole cost and expense, legally demise the remainder of the Premises from the Termination Area; and (c) the Base Rent, the Electrical Factor and any other Additional Rent shall be equitably adjusted as of the Cancellation Date through the remainder of the Term to reflect the revised Premises.

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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:

WATERFRONT OFFICE BUILDING LP,
a Delaware limited partnership

By: _____

Name: Carl R. Kuehner

Title: Authorized Signatory

TENANT:

CITY OF STAMFORD
a municipal corporation

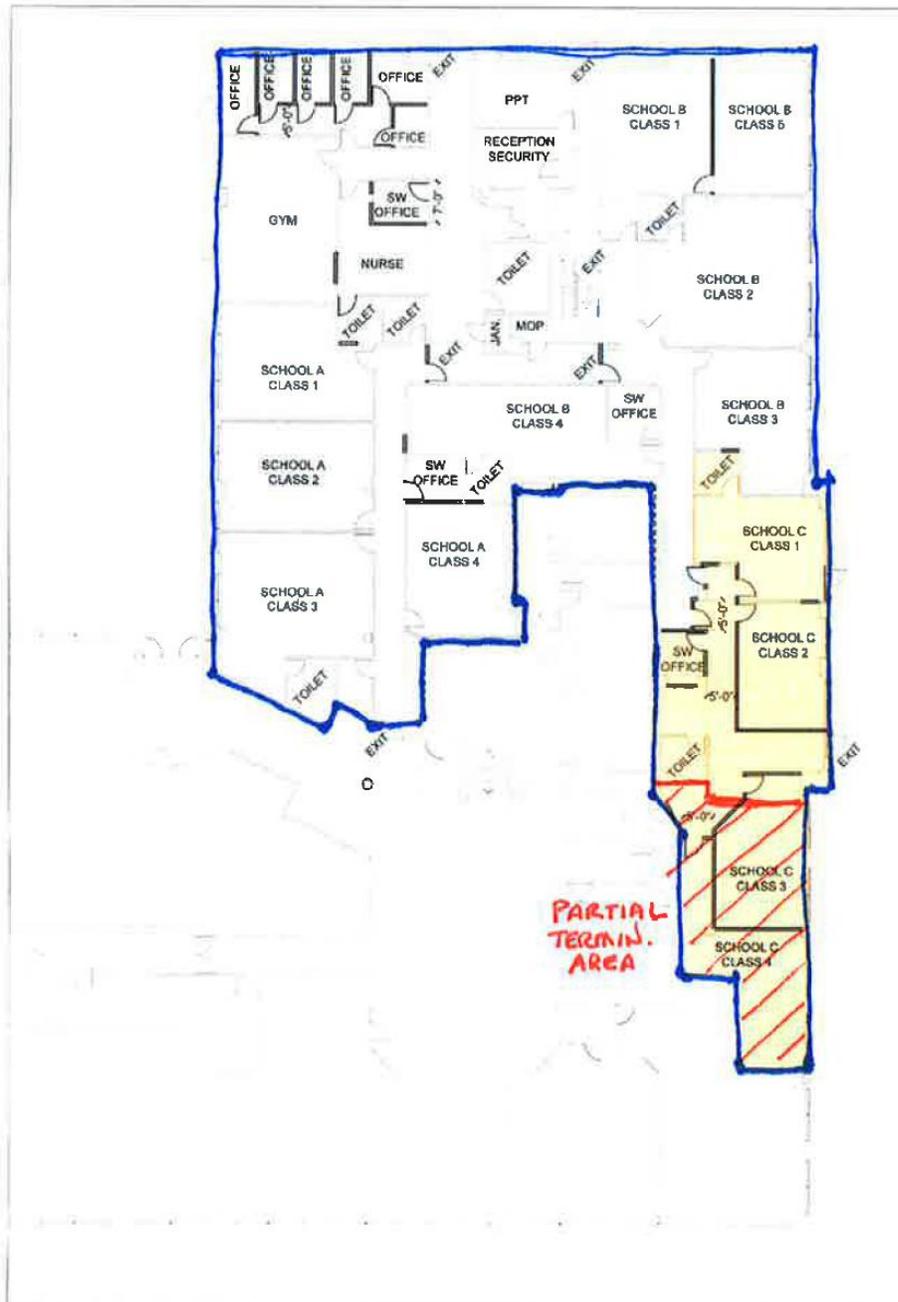
By: _____

Name: David R. Martin

Title: Mayor

EXHIBIT A

PREMISES



CONCEPT LAYOUT

68 SOUTHFIELD AVENUE, STAMFORD

AUGUST 15, 2015



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, entrances, passages, courts, vestibules, stairways, corridors or halls of the Building shall not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises demised to any tenant or occupant.
2. No awnings or other projection shall be attached to the outside walls or windows of the Building without the prior consent of Landlord. No curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with, any windows except with the consent of Landlord. Such awnings, projections, curtains, blinds, shades, screens or other fixtures must be of a quality, type, design and color, and attached in a manner, approved by Landlord.
3. No sign, advertisement, object, notice or other lettering shall be exhibited, inscribed, painted or affixed on any part of the outside or inside of the premises demised to any tenant or occupant of the Building without the prior consent of Landlord. Interior signs on doors and directory tables, if any, shall be of a size, color and style approved by 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, nor shall any bottles, parcels or other articles be placed on any window sills.
5. No show cases 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, vestibules or other public parts of the Building.
6. The water and wash closets and other plumbing fixtures shall not be used for any other purposes other than those for which they were constructed, and no sweepings, rubbish, rags or other substances shall be thrown therein. No tenant shall bring or keep, or permit to be brought or kept, any inflammable, combustible, explosive or hazardous fluid, materials, chemical or substance in or about the premises demised to such tenant.
7. No tenant or occupant shall mark, paint, drill into, or in any way deface any part of the Building or the premises demised to such tenant or occupant. No boring, cutting or stringing of wires shall be permitted, except with the prior consent of Landlord, and as Landlord may direct. No tenant or occupant shall install any resilient tile or similar floor covering in the premises demised to such tenant or occupant except in a manner approved by Landlord.
8. No bicycles, vehicles or animals of any kind, except assistance animals shall be brought into or kept in or about the premises demised to any tenant. No cooking, except for microwave cooking, shall be done or permitted in the Building by any tenant without the approval of the Landlord. No tenant shall cause or permit any unusual or objectionable odors to emanate from the premises demised to such tenant.

9. No space in the Building shall be used for manufacturing, for the storage of merchandise or for the sale of merchandise, goods or property of any kind at auction, without the prior consent of Landlord.
10. No tenant shall make, or permit to be made, any unseemly or disturbing noises or disturb or interfere with other tenants or occupants of the Building or neighboring buildings or premises whether by the use of any musical instrument, radio, television set or other audio device, unmusical noise, whistling, singing or in any other way. Nothing shall be thrown out of any doors or window.
11. No additional locks or bolts of any kind shall be placed upon any of the doors or windows, nor shall any changes be made in locks or the mechanism thereof. Each tenant must, upon the termination of its tenancy, restore to Landlord all keys of stores, offices and toilet rooms, either furnished to, or otherwise procured by, such tenant.
12. All removals from the Building, or the carrying in or out of the Building or the premises demised to any tenant, of any safes, freight, furniture or bulky matter of any description must take place at such time and in such manner as Landlord or its agents may determine, from time to time. Landlord reserves the right to inspect all freight to be brought into the Building and to exclude from the Building all freight which violates any of the Rules and Regulations or the provisions of such tenant's lease.
13. No tenant or occupant shall purchase lighting maintenance, cleaning towels or other like service, from any company or person not approved by Landlord. No vending machines of any description shall be installed, maintained or operated upon the premises demised to any tenant without the prior consent of Landlord.
14. Landlord shall have the right to prohibit any advertising by any tenant or occupant which, in Landlord's opinion, tends to impair the reputation of the Building, and upon notice from Landlord, such tenant or occupant shall refrain from or discontinue such advertising.
15. Each tenant, before closing and leaving the premises demised to such tenant at any time, shall see that all entrance doors are locked and all windows closed. Corridor doors, when not in use, shall be kept closed.
16. Each tenant shall, at its expense, provide artificial light in the premises demised to such tenant for Landlord's agents, contractors and employees while performing janitorial or other cleaning services and making repairs or alterations in said premises.
17. No premises shall be used, or permitted to be used for lodging or sleeping, or for any immoral or illegal purposes.
18. The requirements of tenants will be attended to only upon application at the office of Landlord. Building employees shall not be required to perform, and shall not be requested by any tenant or occupant to perform, any work outside of their regular duties, unless under specific instructions from the office of Landlord.

19. Canvassing, soliciting and peddling in the Building are prohibited and each tenant and occupant shall cooperate in seeking their prevention.
20. There shall not be used in the Building, either by any tenant or occupant or by their agents or contractors, in the delivery or receipt of merchandise, freight or other matter, any hand trucks or other means of conveyance except those equipped with rubber tires, rubber side guards and such other safeguards as Landlord may require.
21. If the Premises demised to any tenant become infested with vermin, such tenant, at its sole cost and expense, shall cause its premises to be exterminated, from time to time, to the satisfaction of Landlord, and shall employ such exterminators therefor as shall be approved by Landlord.
22. No premises shall be used, or permitted to be used, at any time, without the prior approval of Landlord, as a store for the sale or display of goods, wares or merchandise of any kind, or as a restaurant, shop, booth, or other stand, or for the conduct of any business or occupation which predominantly involves direct patronage of the general public in the premises demised to such tenant, or for manufacturing or for other similar purposes.
23. No tenant shall clean any window in the Building from the outside.
24. No tenant shall move, or permit to be moved, into or out of the Building or the premises demised to such tenant, any heavy or bulky matter, without the specific approval of Landlord. If any such matter requires special handling, only a qualified person shall be employed to perform such special handling. No tenant shall place, or permit to be placed, on any part of the floor or floors of the premises demised to such tenant, a load exceeding the floor load per square foot which such floor was designed to carry and which is allowed by law. Landlord reserves the right to prescribe the weight and position of safes and other heavy matter, which must be placed so as to distribute the weight.
25. Landlord shall provide and maintain an alphabetical directory board in the first floor (main lobby) of the Building and no other directory shall be permitted without the prior consent of Landlord. Each tenant shall be allowed one line on such board unless otherwise agreed to in writing.
26. With respect to work being performed by a tenant in its premises with the approval of Landlord, the tenant shall refer all contractors, contractors' representatives and installation technicians to Landlord for its supervision, approval and control prior to the performance of any work or services. This provision shall apply to all work performed in the Building including installation of telephones, telegraph equipment, electrical devices and attachments, and installations of every nature affecting floors, walls, woodwork, trim, ceilings, equipment and any other physical portion of the Building.
27. Landlord shall not be responsible for lost or stolen personal property, equipment, money, or jewelry from the premises of tenants or public rooms whether or not such loss occurs when the Building or the premises are locked against entry, except if due to the willful acts of Landlord's employees.
28. Landlord shall not permit entrance to the premises of tenants by use of pass keys controlled by Landlord, to any person at any time without written permission from such tenant, except

employees, contractors, or service personnel directly supervised by Landlord and employees of the United States Postal Service.

29. Each tenant and all of tenant's employees and invitees shall observe and comply with the driving and parking signs and markers on the Land surrounding the Building, and Landlord shall not be responsible for any damage to any vehicle towed because of noncompliance with parking regulations.
30. Without Landlord's prior approval, no tenant shall install any radio or television antenna, loudspeaker, music system or other device on the roof or exterior walls of the Building or on common walls with adjacent tenants.
31. Each tenant shall store all trash and garbage within its premises or in such other areas specifically designated by Landlord. No materials shall be placed in the trash boxes or receptacles in the Building unless such materials may be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage and will not result in a violation of any law or ordinance governing such disposal. All garbage and refuse disposal shall be only through entry ways provided for such purposes and at such times as Landlord shall designate.
32. Tenant shall not permit smoking of any type of tobacco product (e.g. cigarettes, cigars, pipes, etc.) in or about the Premises or Building by any of its employees, servants, agents, representatives, visitors, customers, licensees, invitees, guests, contractors, or any person whomsoever, and, upon Landlord's request, shall post in a conspicuous place or places in or about the Premises, "No Smoking" signs or placards. Tenant acknowledges that the Premises and Building are non-smoking facilities.

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.