

LR29.066




---

## INTEROFFICE MEMORANDUM

---

TO: Planning Board  
Board of Finance  
Board of Representatives

FROM: David Martin, Mayor 

DATE: March 3, 2016

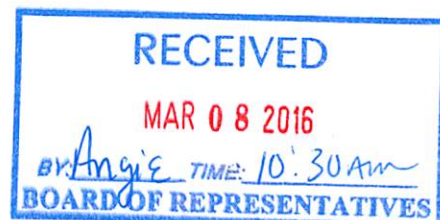
RE: PD Harbor Unit Substation License Agreement and Consent to License  
City of Stamford and Vineyard Vines Retail, LLC

---

Please review the attached and advise your recommendation.

Thank you.

Enc.



MAYOR  
DAVID R. MARTIN



**CITY OF STAMFORD**  
**OFFICE OF LEGAL AFFAIRS**  
888 WASHINGTON BOULEVARD  
P.O. BOX 10152  
STAMFORD, CT 06904 - 2152  
Tel: (203) 977-4081  
Fax: (203) 977-5560

DIRECTOR OF LEGAL AFFAIRS  
AND CORPORATION COUNSEL  
**KATHRYN EMMETT**

DEPUTY CORPORATION COUNSEL  
VIKKI COOPER

ASSISTANT CORPORATION COUNSEL  
BARBARA L. COUGHLAN  
CHRIS DELLASELVA  
DANA B. LEE  
AMY LIVOLSI  
BURT ROSENBERG  
MICHAEL S. TOMA

March 3, 2016



TO: Mayor David Martin

FROM: Chris Dellaselva

RE: PD Harbor Unit Substation License Agreement and Consent to License  
City of Stamford and Vineyard Vines Retail, LLC

Dear Mayor Martin,

Following this cover are three (3) copies of a proposed License Agreement with Vineyard Vines Retail for office space that will be utilized as the Stamford Police Harbor Unit substation. Also following are three (3) copies of the Prime Landlord's Consent to License.

As this License is for a period greater than ninety (90) days, it must be treated as a lease and, therefore, you should forward both items to the Planning Board, Board of Finance and Board of Representatives, in that order, for approval. I have approved the lease as to form and Ann-Marie Mones has approved the insurance requirements.

Thank you in advance for your prompt attention to this matter. You may, of course, contact me at your convenience if I may be of any further assistance to you.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Dellaselva".  
Chris Dellaselva

Enc.

## **LICENSE AGREEMENT**

This License Agreement ("License Agreement") is dated as of the \_\_\_\_ day of \_\_\_\_\_, 201\_, by and between **VINEYARD VINES RETAIL, LLC**, a Connecticut limited liability company with a principal place of business located at 181 Harbor Drive, Stamford, Connecticut ("Licensor"), and **THE CITY OF STAMFORD**, a municipal corporation organized and existing pursuant to the laws of the State of Connecticut with a principal place of business located at Government Center, 888 Washington Boulevard, Stamford, Connecticut, acting herein by David R. Martin, its duly authorized Mayor ("Licensee").

### **WITNESSETH**

WHEREAS, pursuant to a certain Agreement of Lease between HPHV Direct, LLC ("Landlord"), as landlord and Licensor, as tenant, dated June 25, 2014 (the "Prime Lease"), Licensor has a leasehold interest in certain premises in the building known as 181 Harbor Drive, Stamford, Connecticut ("Building"), as such premises is more particularly described in the Prime Lease (the "Leased Premises");

WHEREAS, Licensee desires to license and occupy the portion of the Leased Premises located on the lobby level of the Building and designated on Exhibit A hereto (the "Licensed Premises"); and

WHEREAS, Licensor is willing to license to Licensee the Licensed Premises in accordance with the terms and conditions set forth herein.

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, Licensor and Licensee agree as follows:

1. Grant of License. Licensor hereby grants to Licensee a temporary and revocable license for the use and occupancy of the Licensed Premises in accordance with the terms and conditions set forth herein ("License").
2. Term. This License Agreement is effective and the term of the License granted hereunder shall commence upon the date that Landlord issues its written consent to this License Agreement ("Landlord's Consent") and shall continue in full force and effect for one (1) year (the "License Term"). Thereafter, the License Term shall automatically renew for successive one (1) year terms unless Licensor or Licensee provides written notice to the other at least ninety (90) days in advance of the then existing term that is does not wish to renew the License Term; provided, however, that this License Agreement may be terminated (i) immediately by Licensor upon an event of default by Licensee of its obligations under this License Agreement or (ii) at any time and for any reason by Licensor or Licensee upon thirty (30) days prior written notice to the other party of the effective date of such termination. Upon termination of this License Agreement, Licensee shall immediately deliver possession of the Licensed Premises to Licensor in the same condition which exists on the date hereof with normal wear and tear excepted. Licensor shall pursue Landlord's Consent promptly after the full-execution of this License Agreement. In the event that Licensor does not obtain Landlord's Consent by December 1, 2015, this License Agreement shall be deemed null and void.
3. License Fee; Security. Licensee shall pay to Licensor a fee of \$ 0.00 per month for the use and occupancy of the Licensed Premises (the "License Fee"). The License Fee, if any, will be due and payable in advance on the first day of each calendar month commencing with the month in which Licensee occupies the Licensed Premises and ending on the date that Licensee vacates the Licensed

Premises. The License Fee shall be pro-rated for any partial months falling within the term of this License Agreement.

4. Limitations on Grant and Licensee's Rights. This License Agreement shall not, under any circumstances, constitute nor be construed as a lease of real property. Licensee is granted a temporary and revocable license to use and occupy the Licensed Premises, only, and shall have no real property interests or rights as a tenant, in or to the Licensed Premises.

5. Indemnification. Licensee shall defend, indemnify and hold harmless Licensor, Landlord and any other Insured Parties (as hereinafter defined) from and against any and all claims, demands, liabilities, losses, damages, injuries, costs and expenses, including reasonable attorneys' fees and disbursements (collectively, "Claims") caused by or resulting from (a) Licensee's conduct or management of the Licensed Premises or of Licensee's business therein, or any use, non-use, possession, management or maintenance of the Licensed Premises by Licensee, or any work or act done, or any condition created at the Licensed Premises by or at the direction of Licensee during the License Term or during any holdover by Licensee after the expiration or earlier termination of the License Term; (b) any act, omission or negligence of Licensee or any of its invitees, agents, servants, employees or contractors; and (c) any accident, injury or damage occurring at the Licensed Premises resulting from Licensee's intentional or negligent acts or omission during the License Term. Licensee's obligations under this Section 5 shall survive the expiration or termination of this License Agreement.

6. Condition of Licensed Premises. Licensee has examined and is familiar with the present condition of the Licensed Premises and agrees to accept the Licensed Premises, "As-Is", in such condition.

7. Use; Access; Maintenance of Licensed Premises, Etc.

(a) Licensee shall use the Licensed Premises for the sole purpose of a police substation (the "Permitted Use"), which use shall be limited to using the Licensed Premises as a meeting place before and after going on patrol, for meetings with other governmental marine units (i.e., U.S. Coast Guard or Connecticut DEEP) who arrive by boat and/or as an office to complete paper work and to make phone calls for follow-up marine incident investigations. At no time, however, shall apprehended individuals be brought to and/or processed at the Licensed Premises. Licensee hereby covenants and agrees that it shall not use the Licensed Premises for any purpose(s) other than the Permitted Use, including, but not limited to, the storage of any Hazardous Substances or any material containing a Hazardous Substances. For purposes hereof, "Hazardous Substances" shall mean and include those elements, wastes, materials, substances or compounds which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (the "EPA") or the list of toxic pollutants designated by Congress or the EPA or defined by any other Federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material as now or at any time hereunder in effect, including, without limitation, asbestos, petroleum, polychlorinated biphenyls, radioactive substances, methane, volatile hydrocarbons and industrial solvents.

Licensee shall, at its sole cost and expense, obtain all governmental licenses and permits required for the Permitted Use, if any.

(b) Licensee shall, at its sole cost and expense, maintain the Licensed Premises in a neat and clean condition. During the License Term, Licensee shall be solely responsible for all expenses, maintenance and insurance related to its use. If Licensee does not make the maintenance and repairs required hereunder promptly and adequately, Licensor may but need not make such maintenance and repairs and pay the costs thereof, and such costs shall be an additional fee payable to Licensor upon

demand. Further, Licensee shall be responsible for, and upon demand by Licensor shall promptly reimburse Licensor for, any damage to any portion of the Licensed Premises caused by (a) Licensee's activities in the Licensed Premises; (b) the performance or existence of any permanent alterations, additions or improvements made by Licensee in or to the Licensed Premises; (c) the use, operation or movement of Licensee's property in or about the Licensed Premises; or (d) any wrongful act or omission by Licensee or its employees, officers and duly-authorized agents or invitees. Any obligation for the Licensee to pay for expenses, fees, costs, etc. referenced in this License Agreement is subject to the appropriation and approval in accordance with the laws of the City of Stamford.

(c) Licensee's access to the Licensed Premises shall be through common areas used by Licensor. Licensee agrees to use such areas as well as the Licensed Premises in a manner that does not disturb Licensor and its business operations. Licensee shall be granted six (6) access cards to obtain access to the Building to access the Licensed Premises which cards Licensee shall return to Licensor upon the expiration of this License Agreement. Licensee shall only distribute the access cards to Licensee employees and Licensee shall provide Licensor with notice of the names of the employees who have been granted such cards with update notices any time the cards are transferred between employees. Licensee shall have no rights to access, use or occupy any other portion of the Licensed Premises. Licensee agrees to comply with all reasonable rules and regulations established for Licensee's use of the Licensed Premises. Licensor reserves the right by written notice to Licensee to reasonably add or change any rule or regulation at any time when reasonably necessary in Licensor's judgment.

(d) Licensee assumes all risk of loss, damage or destruction of or to its property located in the Licensed Premises by any cause whatsoever, except with regard to Licensor's negligence or willful misconduct. Licensee agrees that Licensor shall not be liable or responsible to Licensee or its invitees for any injury or damage or loss resulting from 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 Licensor; from the acts or omissions of persons occupying the Leased Premises or their invitees, or for any injury or damage resulting to Licensee 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 Licensor, its agents or employees.

8. Compliance With Laws And Other Requirements. Licensee shall not use the Licensed Premises, or permit the Licensed Premises to be used, in any manner which (i) violates any applicable law, rule or regulation; (ii) causes or is reasonably likely to cause permanent damage to the Licensed Premises; (iii) violates a requirement or condition of any fire and extended insurance policy covering the Licensed Premises, 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 licensees or occupants of the Licensed Premises.

9. Insurance. At all times during the License Term, Licensee shall procure and maintain, at its sole expense, the following insurance:

(a) General public liability insurance, with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) aggregate in respect to bodily injury and One Million Dollars (\$1,000,000.00) for property damage in connection with the Licensed Premises. Such liability insurance shall be in effect as of the commencement of the term of this License. Licensee shall name Licensor, Landlord and any additional parties required by Landlord as additional insureds and certificate holders (collectively, "Insured Parties") on such policy and deliver within ten (10) days from the date hereof a certificate of insurance evidencing same.

(b) Workers' Compensation Insurance in accordance with the laws of the State of Connecticut, and Employer's Liability insurance with a limit not less than One Million Dollars (\$1,000,000) Bodily Injury Each Accident; One Million Dollars (\$1,000,000) Bodily Injury By Disease - Each Person; and One Million Dollars (\$1,000,000) Bodily Injury to Disease - Policy Limit.

(c) All insurance required to be maintained by Licensor 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 (or, at Licensor's option and request, copies of the applicable policies) evidencing the insurance required under this Section 9 shall be delivered to Licensor within ten (10) days from the date hereof. No such policy shall be subject to cancellation or modification without thirty (30) days prior written notice to Licensor. Licensee shall furnish Licensor with a replacement certificate with respect to any insurance not less than thirty (30) days prior to the expiration of the current policy.

(d) Each party hereby waives any right of recovery against the other 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 Licensee pursuant to this Section shall contain a clause denying the applicable insurer any right of subrogation against Licensor.

(e) If Licensee fails to maintain any insurance which Licensee is required to maintain pursuant to this Section, Licensee shall be liable to Licensor for any reasonable loss or reasonable cost resulting from such failure to maintain.

10. Default. If Licensee shall be in default of the terms and conditions of this License Agreement, the License granted hereunder shall terminate, effective immediately, and Licensor may re-enter the Licensed Premises with thirty (30) days' advance notice provided Licensee has not cured the default, and may repossess the Licensed Premises and remove any and all of Licensee's property therefrom upon the expiration date of said written notice. Licensor may also pursue any and all remedies available to it under this License Agreement, at law and in equity.

11. Remedies of Licensee.

(a) The Licensed Premises are being furnished by Licensor without warranty of any sort whatsoever. Licensee's sole remedy for any Licensor default hereunder is limited to the termination of this License Agreement.

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

12. Improvements to the Licensed Premises. Licensee shall not make or permit to be made any alterations, additions, or improvements in or to the Licensed Premises without the prior written consent of Licensor, which consent may not be unreasonably withheld.

13. Restrictions On Transfer. Licensee shall not, either voluntarily or by operation of law, assign, encumber, or otherwise transfer this License or any interest herein, or sublet the Licensed Premises or any

part thereof, or permit the Licensed Premises to be occupied by anyone other than Licensee or Licensee's employees.

14. Attorneys' Fees. If either Licensors or Licensee shall commence any action or other proceeding against the other arising out of, or relating to, this License or the Licensed 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.

15. Entry by Licensors. Landlord and Licensors may, with advance written notice, enter the Licensed Premises during the hours of 9 am to 5 pm, Monday through Friday, at any time to (i) inspect the same, (ii) exhibit the same to prospective purchasers, mortgagees or licensees, (iii) determine whether Licensee is complying with all of its obligations under this License Agreement, (iv) make repairs or improvements in or to the Licensed Premises and (v) as required in Section 5(b) of this License Agreement. Landlord and Licensors may enter the Licensed Premises, at its sole risk, at any time during an emergency in order to prevent damage to the Licensed Premises.

16. Holdover by Licensee. If Licensee holds possession of the Licensed Premises after the expiration or termination of the License Term, Licensee shall pay to Licensors One Hundred Dollars (\$100) per day. Without limiting the foregoing, in the event that the holdover exceeds five (5) days, Licensee hereby agrees to indemnify, defend and hold harmless Licensors, its beneficiary, and their respective agents, contractors and employees, from and against any and all claims, liabilities, actions, losses, damages (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.

17. Brokers. Licensors and Licensee represent and warrant to the other that neither party has dealt with any person or real estate broker in respect to this License Agreement or the Licensed Premises and each party shall protect, indemnify, hold harmless and defend the other party from any liability in respect thereto.

18. Miscellaneous Provisions.

(a) Entire Agreement. This License Agreement contains all of the agreements and understandings relating to the licensing of the Licensed Premises and the obligations of Licensors and Licensee in connection therewith. Licensors has not made, and Licensee is not relying upon, any warranties, or representations, promises or statements made by Licensors or any agent of Licensors, except as expressly set forth herein. This License supersedes any and all prior agreements and understandings between Licensors and Licensee and alone expresses the agreement of the parties.

(b) Amendments. This License Agreement shall not be amended, changed or modified in any way unless in writing executed by Licensors and Licensee.

(c) Successors. Except as expressly provided herein, this License and the obligations of Licensors and Licensee contained herein shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

(d) Force Majeure. Licensors shall incur no liability to Licensee with respect to, and shall not be responsible for any failure to perform, any of Licensors's obligations hereunder if such failure is caused by any reason beyond the control of Licensors including, but not limited to, strike, labor trouble, governmental rule, regulations, ordinance, statute or interpretation, or by fire, earthquake, civil commotion, or failure or disruption of utility services. The amount of time for Licensors to perform any of

Licensor's obligations shall be extended by the amount of time Licensor is delayed in performing such obligation by reason of any force majeure occurrence whether similar to or different from the foregoing types of occurrences.

(e) Survival of Obligations. Intentionally omitted.

(f) Governing Law; Jurisdiction. This License Agreement shall be governed by, and construed in accordance with, the laws of the State of Connecticut. The parties hereby waive any choice of law. The parties agree to submit all disputes arising under this License Agreement to the state and federal courts located in the State of Connecticut.

(g) Severability. In the event any provision of this License Agreement is found to be unenforceable, the remainder of this License shall not be affected, and any provision found to be invalid shall be enforceable to the extent permitted by law. The parties agree that in the event two different interpretations may be given to any provision hereunder, one of which will render the provision unenforceable, and one of which will render the provision enforceable, the interpretation rendering the provision enforceable shall be adopted.

(h) Captions. All captions, headings, titles, numerical references and computer highlighting are for convenience only and shall have no effect on the interpretation of this License Agreement.

(i) Time is of the Essence. Intentionally omitted.

(j) Commercial Waiver. Intentionally omitted.

(k) Notices. Any notice, consent, approval, request, bill, demand or statement hereunder by either party to the other party shall be in writing and shall be deemed to have been duly delivered and received (i) when delivered personally to such other party; (ii) three (3) business days after being mailed by registered or certified mail, return receipt requested; or (iii) the next business day after being sent by registered overnight courier, in any case addressed to such other party, which address for Licensor shall be:

Vineyard Vines Retail, LLC  
181 Harbor Drive  
Stamford, CT 06902  
Attn: General Counsel

and for Licensee shall be:

Attn: Corporate Counsel  
City of Stamford Office of Legal Affairs  
Government Center – 9<sup>th</sup> Floor  
888 Washington Boulevard  
Stamford, CT 06904

Either party may at any time change the address for such notices, consents, approvals, requests, bills, demands or statements by delivering or mailing, as aforesaid, to the other party a notice stating the change and setting forth the changed address.

(l) No Waiver. No failure by Licensor to insist upon the strict performance of any term, covenant, agreement, provision, condition or limitation of this License Agreement to be kept, observed or



performed by Licensee, and no failure by Licensor to exercise any right or remedy available upon a breach of any such term, covenant, agreement, provision, condition or limitation of this Agreement, shall constitute a waiver of any such breach or of any such term, covenant, agreement, provision, condition or limitation.

(m) Signage; Parking. No signage or parking rights are being conveyed to Licensee under his Agreement, except that Licensee shall be permitted to park up to six (6) land vehicles in areas designated by Licensor from time to time.

**THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY. SIGNATURE  
PAGE FOLLOWS.**

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

**CITY OF STAMFORD**

\_\_\_\_\_  
Print:  
Witness

By: \_\_\_\_\_  
David R. Martin, Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
Print:  
Witness

**VINEYARD VINES RETAIL, LLC**

By: Vineyard Vines, LLC  
Its: Managing Member

\_\_\_\_\_  
Print:  
Witness

By: \_\_\_\_\_  
Ian C. Murray, Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
Print:  
Witness

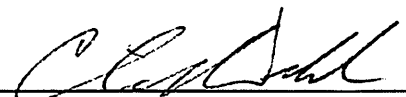
\_\_\_\_\_  
Print:  
Witness

By: \_\_\_\_\_  
Shepherd Murray, Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
Print:  
Witness

Approved as to Form:

  
Chris Dellaselva, Asst. Corp Counsel  
April 2, 2016

Approved as to Insurance:

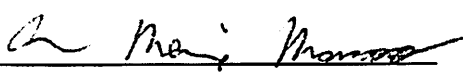
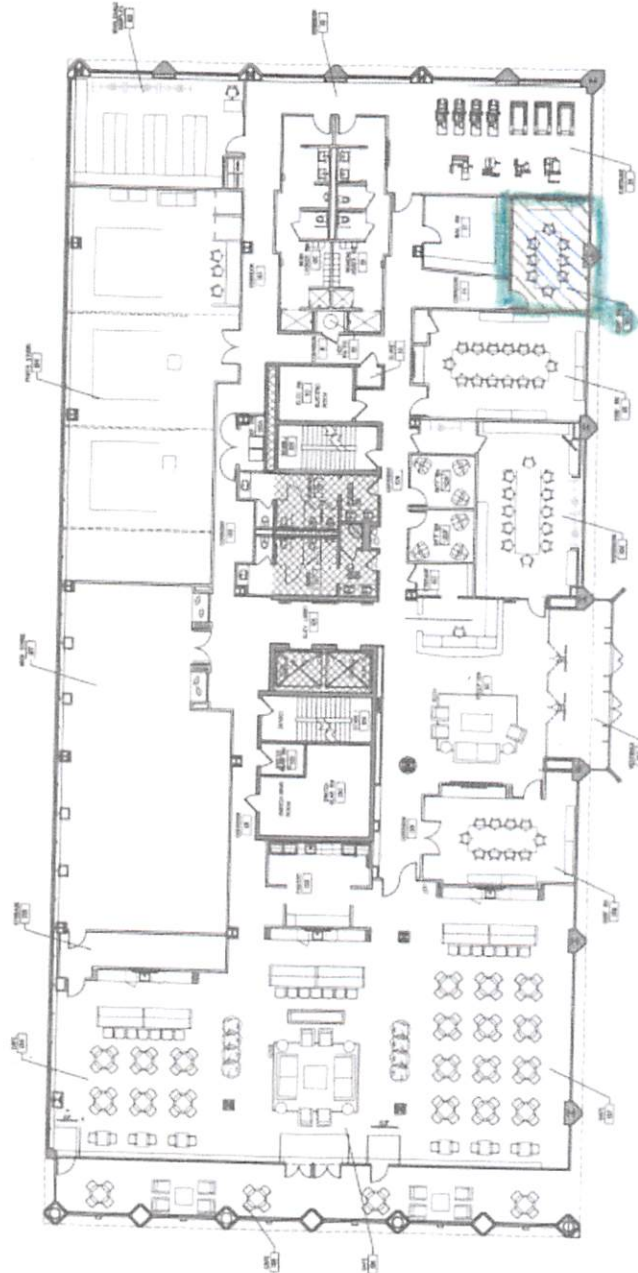
  
Ann Marie Mones, Risk Manager

EXHIBIT A

LICENSED PREMISES IS THE OUTLINED AND CROSSED-HATCHED CONFERENCE  
ROOM BELOW



## CONSENT TO LICENSE

This Consent to License (the "Consent") is dated as of \_\_\_\_\_, 2016, by and amongst AG-GCS SHIPPAN LANDING OWNER, LLC, (successor-in-interest to HPHV DIRECT, LLC) ("Prime Landlord"), a Delaware limited liability company, having an address at c/o George Comfort & Sons, Inc., 200 Madison Avenue, New York, New York 10016, and VINEYARD VINES RETAIL, LLC ("Tenant"), a Connecticut limited liability company having an address at 181 Harbor Drive Stamford, Connecticut 06902, and THE CITY OF STAMFORD ("Licensee"), a municipal corporation organized and existing pursuant to the laws of the State of Connecticut, having an address at Government Center, 888 Washington Boulevard, Stamford, Connecticut. 06901.

### WITNESSETH:

WHEREAS, pursuant to that certain Lease dated as of June 25, 2014 (as same may have been heretofore amended, collectively, the "Prime Lease"), Prime Landlord leases unto Tenant certain premises consisting of approximately 91,040 rentable square feet of space located in the building known as 181 Harbor Drive, Stamford, Connecticut 06902 (the "Premises"), at that certain office complex (the "Complex"), known as and located at Shippan Landing, 181 Harbor Drive, Stamford, Connecticut; and

WHEREAS, pursuant to that certain License Agreement dated as of \_\_\_\_\_, 20\_\_\_\_ (the "License"), a copy of which is attached hereto as Exhibit A, Tenant proposes to license to Licensee certain premises containing approximately 330 rentable square feet on a non-exclusive basis and more particularly described therein (the "License Premises"); and

WHEREAS, Tenant has requested Prime Landlord's consent to the License, and Prime Landlord is willing to consent to the License subject to and in accordance with the terms and conditions contained in this Consent;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows, notwithstanding anything to the contrary contained in the Prime Lease or License:

1. License Documentation. This Consent shall not be assignable. This Consent relates solely to the License between Tenant and Licensee, a true and complete copy of a fully-executed counterpart of which Tenant warrants and represents is attached as Exhibit A hereto.

2. Scope of Consent. Except as otherwise expressly provided in this Consent, nothing herein or in the License shall be deemed or construed to modify, waive, impair or affect any of the terms, provisions, covenants or conditions contained in the Prime Lease, or to impair or prejudice any of Prime Landlord's rights of remedies under the Prime Lease (or at law or in equity), or to enlarge or increase Prime Landlord's obligations under the Prime Lease. Nothing in this Consent or in the License shall: constitute approval or ratification by Prime Landlord of any of the provisions of the License or any other agreement relating thereto (other than the actual

licensing of the License Premises to Licensee from Tenant); or constitute a warranty, representation or covenant on behalf of Prime Landlord; or waive or release Tenant or any party claiming by, under or through Tenant (including, without limitation, Licensee) from any of Tenant's obligations under the Prime Lease or under any other document affecting the Premises; or waive any present or future breach or default or violation of Tenant under the Prime Lease; or be construed as an acknowledgement of any obligation of Landlord under the Prime Lease or with respect to the Premises. To the extent provided for in the Prime Lease, Prime Landlord reserves the right to consent (or withhold consent) with respect to any other matter set forth in the Prime Lease, including, without limitation: (a) any further sublettings or occupancies of all or any portion of the Premises; (b) any assignments, hypothecations or other transfers of all or any interest(s) in the Prime Lease or Premises; and (c) any alterations to any portion of the Premises, pursuant to Article 9 of the Prime Lease. Prime Landlord makes no warranty or representation of any kind in connection with License or this Consent, and Prime Landlord takes no position as to whether any of the warranties or representations made by Tenant or Licensee under the License are true or accurate.

3. Liability of Tenant; License Rents. Notwithstanding the License hereby consented to, Tenant shall be and remain primarily and fully liable for the timely payment of all Fixed Rent, Additional Rent, and other sums due under the Prime Lease and for the timely performance of all covenants, agreements and obligations under the Prime Lease on the part of the Tenant to be performed, including, without limitation, any and all insurance and indemnity obligations, the obligation to cure any breach or default under the Prime Lease (whether such breach or default is caused by Tenant, Licensee or any party claiming by, under or through either). Prime Landlord shall be under no obligation to collect rent from the Licensee. Prime Landlord shall not be obligated to furnish any services or materials with respect to the License Premises, except to the extent required for the Premises under the terms of the Prime Lease. If Prime Landlord performs any services at Licensee's request and with Tenant's consent, and Licensee fails to pay Prime Landlord for same as and when due, then Tenant shall pay such amounts as Additional Rent under the Prime Lease. In connection with such services, if Prime Landlord shall notify Licensee to make any payment directly to Prime Landlord, then Licensee shall do so and same shall not create any privity of contract with Prime Landlord or any right of Licensee under the Prime Lease. Any and all acts or omissions of Tenant or Licensee or any parties claiming by, under or through Tenant or Licensee which shall be in violation, breach or default (beyond any applicable notice and grace periods) of any of the terms, provisions or covenants contained in the Prime Lease on the part of the Tenant to be performed shall, at Prime Landlord's option, be deemed to be a violation, breach or default under the Prime Lease. Notwithstanding anything to the contrary contained in the License or Prime Lease, Tenant and Licensee hereby agree, that following any breach or default of Tenant under the Prime Lease beyond any applicable notice and grace periods, Prime Landlord reserves the right, at its option, to collect Licensee's rents and payments due and payable under the License directly from Licensee. Prime Landlord shall exercise such election by written notice to Licensee, and Tenant and Licensee hereby agree that Licensee thereupon and thereafter shall make all future rent and other payments under the License directly to Prime Landlord, until otherwise directed by Prime Landlord in writing. Tenant hereby irrevocably authorizes and directs Licensee to comply with any such election from Prime Landlord, without the necessity of any further consent or direction from Tenant and notwithstanding any contrary instructions that Tenant may give.

4. Subordination. The License is and shall be subject and subordinate to all of the terms, provisions, covenants and agreements contained in the Prime Lease and in this Consent and to any matters or instruments to which the Prime Lease and/or this Consent are or shall be subject and subordinate, and Tenant and Licensee shall not do or permit anything to be done which shall violate any of said terms, provisions, covenants, agreements, instruments, and matters. Prime Landlord shall be bound solely by the terms and conditions of the Prime Lease, and not by the terms and conditions of the License.

5. No Consent; Amendments to License. This Consent shall not be deemed or construed as a consent by Prime Landlord to, or as permitting, any amendment of the License or any further subletting or assignment or transfer by Tenant or any parties claiming by, under or through Tenant (including, without limitation, Licensee). No amendment to the License shall be effective without the prior written approval of Prime Landlord in each instance, which approval shall be governed by the applicable provisions of the Prime Lease, notwithstanding anything to the contrary set forth in the License. In no event shall any amendment to the License affect or modify the Prime Lease in any respect.

6. Expiration; Condition of License Premises at Term End; Holdover. Notwithstanding anything to the contrary contained in the License, the term of the License shall expire and terminate at least one (1) day prior to the expiration or termination of the term of the Prime Lease applicable to the License Premises. On the expiration or earlier termination of the License term, Licensee shall quit and surrender the License Premises vacant, broom clean, in good order and condition, ordinary wear and tear and damage for which Licensee is not responsible under the terms of this License or the Prime Lease excepted, and otherwise in compliance with Tenant's obligations under the use clause of the Prime Lease a copy of which is attached hereto as Exhibit B, and in compliance with Tenant's obligations under the applicable rules and regulations applicable to the Complex, as same may be revised by Prime Landlord from time to time as permitted under the Prime Lease. A copy of the present rules and regulations for the Complex are attached hereto as Exhibit C. Tenant and Licensee hereby acknowledge and confirm that there is no option to renew or extend the License beyond December 30, 2030. If Licensee shall continue in possession of any portion of the License Premises after the expiration or termination of the Prime Lease without Prime Landlord's prior written consent, then, at Prime Landlord's option, such holdover shall be deemed an event of default under the Prime Lease (for which no notice or cure period shall be applicable), entitling Prime Landlord to all rights and remedies afforded to Prime Landlord under the Prime Lease, or at law or in equity. Tenant shall immediately and vigorously pursue against Licensee all rights and remedies available to Tenant under the License, or at law or in equity, in order to cure any such holdover.

7. License Profits. Intentionally Deleted.

8. Review Payment. Prime Landlord shall not charge Tenant or Licensee any review fee or consent charge in connection with the License.

9. **Attornment; Privity.** Except as otherwise expressly provided herein or in the event of any Prime Landlord-elected attornment referred to in any applicable provisions of the Prime Lease, nothing in this Consent or in the Prime Lease or License, shall be deemed or construed to create any privity of contract or landlord-tenant relationship between Prime Landlord and Licensee. If the Prime Lease terminates or expires for any reason before the expiration or termination of the License, then the License shall be deemed to have terminated one (1) day prior to such expiration or termination of the Prime Lease, and Licensee shall immediately vacate and surrender the License Premises; except Prime Landlord shall have the right, at Prime Landlord's option and upon its written demand to Licensee, to have Licensee attorn to Prime Landlord for the then remaining term of the License, such attornment to be upon all of the terms set forth in the License. In no event, however, shall any such attornment cause Prime Landlord to be: (a) liable for any acts or omissions of Tenant; (b) subject to any offsets or defenses which Licensee had or might have against Tenant; (c) bound by any rent or other payment made by Licensee to Tenant in advance; or (d) bound by any amendment to the License not consented to in writing by Prime Landlord. Licensee agrees to execute and deliver to Prime Landlord, from time to time, any commercially reasonable documents requested by Prime Landlord in confirmation of said attornment. In the event Prime Landlord elects to exercise such attornment, the provisions of the Paragraph shall be self-operative and shall apply notwithstanding any contrary claim that the License may have been merged or extinguished upon the sooner expiration or termination of the Prime Lease.

10. **Ratification.** By Tenant and Licensee executing the License, such parties shall be deemed conclusively to have agreed to the terms of this Consent, and acknowledge that Prime Landlord has agreed to execute this Consent based upon Tenant's and Licensee's acceptance of the terms and conditions contained herein.

11. **Insurance.** Licensee shall, at all times during the term of the License, maintain those policies of insurance as set forth in the License. Such policies shall name Prime Landlord and Prime Landlord's agents (including Prime Landlord's managing agent) and Prime Landlord's mortgagee, as additional insured(s) as their interests may appear.

12. **Indemnity.** Tenant and Licensee each hereby agree to indemnify, defend and hold Prime Landlord and Prime Landlord's agents, employees, partners, members, managers, officers, mortgagee(s) and successors and assigns harmless from and against any and all claims, demands, losses, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees and costs) arising in connection with: (a) any brokerage commission and/or compensation and/or related claims by any brokers, realtors, agents or finders in connection with the License; and (b) any property damage, personal injury, lien, claim, liability, cost or expense resulting from any alterations made by or on behalf of Licensee; and (c) Licensee's actions, omissions, use and/or occupancy of, and access to/egress from, the License Premises. This indemnity shall survive the expiration or sooner termination of the License and Prime Lease, respectively.

13. **Conflicts.** In the event of any inconsistency between the terms of this Consent and the terms of the License, the terms of this Consent shall govern and control in each instance. If any term or provision of this Consent shall, to any extent, be invalid or unenforceable, the

remainder of this Consent shall not be affected thereby, and the balance of this Consent shall be valid and enforceable to the fullest extent hereunder as permitted by applicable law.

14. **Effectiveness; Execution.** Notwithstanding anything to the contrary contained herein, nothing herein or otherwise shall be deemed a consent by Prime Landlord to the License unless and until Prime Landlord, Tenant and Licensee shall each have executed the signature provisions set forth below and delivered fully executed counterparts of this Consent to the other. It is expressly understood and agreed that Prime Landlord shall have no obligation whatsoever to execute and deliver this Consent, and that Prime Landlord shall not commence its formal review and approval process for doing so, unless and until Prime Landlord receives: (a) executed counterparts of the License and this Consent signed by Tenant and Licensee; and (b) all insurance certificates of Tenant and Licensee required under this Consent and/or the Prime Lease or License. This Consent may be executed in counterparts, each of which, once so executed and delivered, shall be considered an original and all of which together shall constitute one and the same document. Executed counterparts of this Consent may be transmitted and delivered via facsimile or PDF, and any resulting faxed or PDF'd signatures shall be deemed original signatures.

15. **Notices.** Licensee shall simultaneously deliver a copy to Prime Landlord of any default notices sent to Tenant, and Tenant shall simultaneously deliver a copy to Prime Landlord of any default notices sent to Licensee, personally or by United States registered or certified mail (or reputable commercial overnight courier service), postage pre-paid, return-receipt requested, as follows: (a) if to Prime Landlord, at Prime Landlord's address first set forth above, with copies to Cummings & Lockwood LLC, Six Landmark Square, Stamford, Connecticut 06901, Attn: Jonathan B. Mills, Esq.; (b) if to Tenant, at its address first set forth above, Attn: General Counsel; and (c) if to Licensee, at its address first set forth above, Attn: Corporate Counsel. Notwithstanding the foregoing, any party entitled to receive notices under this Consent shall have the right to change its notice and/or copy address(es), from time to time, by written notice sent to the other parties in accordance with this Paragraph.

16. **Representations.** Tenant and Licensee each hereby warrants, represents, and covenants that : (a) Licensee's use of the License Premises is not prohibited under any applicable terms of the Prime Lease (including, without limitation, Article 5 thereof, a copy of which is attached hereto as Exhibit B); and (b) no broker, realtor, agent or finder was involved in any way in connection with the License.

18. **Miscellaneous.** Paragraph headings herein are used for convenience only. This Consent shall not be modified except by a writing signed by all parties. This Consent shall be governed by and construed in accordance with the laws of the State of Connecticut. This Consent shall bind and enure to the benefit of the parties hereto and their respective successors and assigns, but nothing herein shall be deemed to permit any violations of any applicable subletting, assignment, hypothecation or transfer provisions of the Prime Lease.



**IN WITNESS WHEREOF**, the parties hereto have duly executed this Consent as of the date first set forth above.

**TENANT:**

VINEYARD VINES RETAIL, LLC  
a Connecticut limited liability company

By: \_\_\_\_\_  
Name: Ian Murray  
Title: Manager, duly authorized

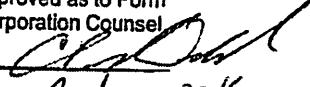
By: \_\_\_\_\_  
Name: Shepherd Murray  
Title: Manager, duly authorized

**LICENSEE:**

CITY OF STAMFORD  
a municipal corporation

By: \_\_\_\_\_  
Name: David R. Martin  
Title: Mayor

Approved as to Form  
Corporation Counsel

By:   
Date: March 2, 2016

**PRIME LANDLORD:**

AG-GCS SHIPPAN LANDING OWNER, LLC  
a Delaware limited liability company

By: AG/GCS Harbor Parent, LLC

By: GCS Harbor LLC

By: \_\_\_\_\_  
Name: Peter S. Duncan  
Title: Manager, duly authorized

**Exhibit A**

**[Copy of Fully-Executed License]**

Exhibit B  
Use Restrictions

ARTICLE 5  
Use

Section 5.01 Use.

(a) Tenant shall use and occupy the Premises solely for executive, general and administrative offices, and, subject to Tenant's compliance with applicable Requirements, a call center, design areas, photography studio, showroom space and a mock retail store for Tenant's

business (and lawful related uses) (the "Permitted Use") and for no other purpose without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed to proposed lawful uses which are generally in keeping with standards of the Complex and which do not violate any restrictions or agreements to which Landlord and/or the Complex is/are then subject. Landlord shall not withhold consent to Tenant using a minor portion of the Premises as a retail establishment in support of its business (i.e., retail store, gift shop) to the extent same is permitted by applicable Requirements, and Tenant otherwise complies with all other applicable terms of this Lease relating to such portion and use. Tenant shall not use or occupy or suffer or permit the use or occupancy of the Premises or any part thereof in any manner which in Landlord's reasonable judgment shall adversely affect or interfere with any services required to be furnished by Landlord to Tenant or to any other tenant or occupant of any part of the Complex, or with the proper and economical rendition of any such service or with the use or enjoyment of any part of the Complex by any other tenant or occupant. Landlord hereby agrees that none of the foregoing restrictions in the immediately preceding sentence shall be deemed violated, as the case may be, by the mere use, alone, of the Premises by Tenant in accordance with the Permitted Use (and in accordance with the terms of this Lease) conducted in the normal course of business.

(b) Recreational Use; Protected Areas. Tenant may use, on a limited, occasional basis, that portion of the Land immediately adjacent to the Building, as shown on Exhibit L, (the "Appurtenant Land") for commercially reasonable recreational activities, provided same are compatible with the Complex's status as a first-class, multi-tenant, commercial office property, and further provided that Tenant does not impair or interfere with any occupancies, tenancies, services, management or operations of the Complex. Subject to conditions or requirements beyond Landlord's reasonable control and/or Landlord's repairs or upgrades to the Building, Landlord hereby agrees not to allow (other than temporarily) any alterations or obstructions that materially interfere with ingress to and egress from the Premises or such permitted, protected recreational portions of the Appurtenant Land shown on Exhibit L, hereto, without Tenant's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed.

Section 5.02 Restrictions on Use. Tenant shall not use or occupy, suffer or permit the Premises or any part thereof to be used in any manner, or anything to be done therein, or suffer or permit anything to be brought into or kept therein, which would in any way: (a) violate any applicable laws or requirements of any Governmental Authority; (b) make void or voidable any insurance policy then in force with respect to the Building or the Premises; (c) make unobtainable from reputable insurance companies authorized to do business in the State of Connecticut at standard rates any fire insurance with extended coverage, or liability, elevator, boiler or other insurance required to be furnished by Landlord under the terms of the Superior Mortgages or Superior Leases, if any; (d) cause, or be likely to cause, physical damage to the Building or Complex or any part thereof; (e) constitute a public or private nuisance; (f) materially or unreasonably impair the appearance or reputation of the Building; (g) discharge noxious fumes, vapors or odors outside of the Building or otherwise in such a manner as may reasonably offend other Complex occupants; (h) cause substantial or objectionable noise heard outside of the Building; or (i) impair or interfere with any of the Building's or Complex's services or operations, including, without limitation, the furnishing of electrical energy, or the proper and economic cleaning, air conditioning or other servicing of the Building or the Premises or impair or interfere with the use of any of the other areas of the Building or the Complex, or occasion material or unreasonable discomfort, annoyance or inconvenience to Landlord or any of the other

tenants or occupants of the Complex, including but not limited to the tenants of the Marina. The provisions of this Section, and the application thereof, shall not be deemed to be limited in any way to or by the provisions of any other Section of this Article or any of the Rules and Regulations referred to in Article 27 or set forth in Exhibit C attached hereto and made a part hereof.

**Section 5.03 Certificate of Occupancy.** Tenant shall not at any time use or occupy, or suffer or permit to use or occupy the Premises in violation of the certificate of occupancy issued for the Premises or the Building or the applicable zoning ordinance of the City and in the event that any department of the City or State of Connecticut shall hereafter contend or declare by notice, violation, order or in any other manner whatsoever that the Premises are used for a purpose which is a violation of such certificate of occupancy, Tenant shall immediately notify Landlord and discontinue such use of the Premises. Landlord represents to Tenant, to Landlord's actual knowledge, that Tenant's Permitted Use of the Premises set forth in this Lease does not violate the current certificate of occupancy for the Building.

**Section 5.04 Floor Load.** Tenant shall not place a load upon any floor of the Premises that exceeds the floor load per square foot that such floor was designed to carry (80 pounds per square foot (live load)) and which is allowed by certificate, rule, regulation, permit or law. Subject to the terms of the next preceding sentence, if Tenant wishes to place any safes, vaults or other objects exceeding the floor load above, it may do so at its own expense, by installing appropriate structural reinforcements in the Premises, in accordance with the provisions of Article 9 hereof. Landlord reserves the right to reasonably prescribe their weight and position. Business machines and mechanical equipment in the Premises shall be placed and maintained by Tenant, at Tenant's expense, in such manner as shall be sufficient in Landlord's reasonable judgment to absorb vibration and noise and prevent annoyance or inconvenience to Landlord or to any of the other tenants or occupants of the Building, if any.

**Section 5.05 Name.** Neither Tenant nor any occupant of the Premises shall use the name "Shippin Landing" or "Harbor Plaza", or any combination or simulation thereof, for any purpose whatsoever including, but not limited to, or as for any corporate, firm or trade name, trademark or designation or description of merchandise or services except that the foregoing shall not prevent the use of such name as part of Tenant's business address.

**Section 5.06 Use of Hazardous Materials.**

(a) Tenant shall not install, use, generate, store or dispose of in or about the Premises any Hazardous Materials, except for immaterial quantities of lawful Hazardous Materials customarily used in business office operations, provided Tenant uses such Hazardous Materials in accordance with all applicable Environmental Laws.

(b) Landlord shall not use, generate, store or dispose of in or about the Building any Hazardous Materials, except for immaterial quantities of Hazardous Materials customarily used in the operation or management of office buildings, provided that such Hazardous Materials are used in accordance with all applicable Environmental Laws. Landlord hereby represents to Tenant that, to Landlord's actual knowledge, there are no Hazardous Materials in violation of applicable Environmental Laws at the Building. If any such Hazardous

Materials in violation of applicable Environmental Laws are discovered at, under or about the Building, Landlord shall remove, remediate and/or encapsulate same in compliance with applicable Environmental Laws, with commercially reasonable diligence to completion, subject to Tenant Delays and conditions beyond Landlord's reasonable control. If asbestos or other Hazardous Materials (which have not been introduced by Tenant or any parties holding by, under or through Tenant) are discovered in the Premises in connection with the performance of the Initial Alterations, Landlord shall, at Landlord's expense, remove or otherwise encapsulate the asbestos or other Hazardous Materials to the extent required by, and in accordance with, applicable Environmental Laws. Until the completion of any such work, Tenant's obligation to pay Fixed Rent and Additional Rent shall be postponed one (1) day for each day Tenant is actually delayed in completing the Initial Alterations beyond January 15, 2015 to reflect the duration of such delay until Landlord has completed such removal or other encapsulation. All such work shall be performed with commercially reasonable diligence so as to reasonably minimize interference with the conduct of Tenant's business and access to the Premises. Landlord shall indemnify and hold Tenant and the Tenant Indemnitees harmless against and from any and all claims arising to the extent caused by the presence, removal or encapsulation of such asbestos or other Hazardous Materials in the Premises. The provisions of this Section shall survive the expiration or termination of this Lease.

## Exhibit C

### Complex Rules and Regulations

#### Rules and Regulations

1. The Complex Common Areas shall not be obstructed or encumbered by 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 congregate in any of said areas. No doormat of any kind whatsoever shall be placed or left in any public hall or outside any entry door of the Building.
2. The rights of Tenant in the entrances, corridors, stairways and elevators in the Building are limited to ingress and egress to and from the Premises for Tenant, its employees, licensees and invitees. Tenant shall not encumber or obstruct, or permit the encumbrance or obstruction of, or use, or permit the use of such entrances, corridors, stairways or elevators for any purpose other than such ingress and egress. Tenant shall not invite to the Premises or permit the visit of, persons in such numbers or under such conditions as to interfere with the use and enjoyment of any of the entrances, corridors, stairways, elevators, or other facilities in the Building by other tenants, if applicable. Fire exits and stairways are for emergency use only, and they shall not be used for any other purpose by Tenant, its employees, licensees or invitees. Landlord reserves the right to control and operate the public portions of the Complex and the public facilities, as well as all facilities furnished for the common use of the tenants, in such manner as it deems best for the benefit of the tenants generally. The cost of repairing any damage to the public portions of the Complex or the public facilities or to any facilities used in common with other tenants, caused by Tenant or the employees, licensees or invitees of Tenant, shall be paid by Tenant.
3. Except as otherwise specifically permitted in the Lease, no awnings or other projections shall be attached to the outside walls or windows of the Building or any entrance to the Premises.
4. Except as otherwise specifically permitted in the Lease, no sign, insignia, advertisement, object, notice or other lettering shall be exhibited, inscribed, painted or affixed by Tenant on any part of the outside or inside of the Premises or Building. Interior signs on doors and directory tablet, if any, shall be inscribed, painted or affixed for Tenant by Landlord at the expense of Tenant, and shall be of a size, color and style acceptable to Landlord. Landlord shall not unreasonably withhold its consent to a sign in the corridor at the entrance to Tenant's offices.
5. No acids, vapors or other materials which may damage the waste lines, vents or flues of the Building shall be discharged or permitted to be discharged. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags, or other substances shall be thrown therein. All damages resulting from any misuse of the fixtures shall be borne by the tenant who, or whose servants, employees, agents, visitors or licensees, shall have caused the same.
6. Tenant shall not in any way deface any part of the Premises or the Building.
7. No bicycles, vehicles or animals, fish or birds of any kind (other than commercially reasonable numbers of same appropriate for a multi-tenant commercial office

complex) shall be brought into or kept in or about the Premises, Landlord and Tenant agreeing to reasonably cooperate with each other as to this requirement. Tenant shall not cause or permit any objectionable odors to be produced upon or permeate from the Premises. Tenant shall not throw anything out of the doors, windows, or skylights, or down the passageways.

8. Except as specifically permitted in the Lease, no space in the Building shall be used for manufacturing or for any kind of public "going-out-of-business" auction.

9. No noise, including the playing of musical instruments or the operation of radio, television, or audio devices, which, in the judgment of Landlord, might disturb other tenants in the Complex, shall be made or permitted by Tenant. No cooking shall be done in the Premises (except in permitted kitchenette areas). No dangerous, inflammable, combustible or explosive object or material shall be brought into the Building by Tenant or with the permission of Tenant.

10. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by Tenant, nor shall any changes be made in existing locks or the mechanism thereof without Landlord's consent (which consent shall not be unreasonably withheld, conditioned or delayed). In such event, Tenant shall provide Landlord with keys or other means of entry to the Premises. 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, Tenant, and in the event of the loss of any keys so furnished, Tenant shall pay to Landlord the cost thereof.

11. Landlord may refuse admission to the Building outside of ordinary business hours to any person not having a pass issued by Landlord or Tenant. Tenant shall be responsible for all persons for whom Tenant has requested a pass and shall be liable to Landlord for all acts of such persons. Any person whose presence in the Building at any time shall, in the judgment of Landlord, be prejudicial to the safety, character, reputation or interest of the Building or Complex or of any tenants may be denied access to the Building or may be ejected therefrom. In case of invasion, riot, public excitement or other commotion Landlord may prevent all access to the Building for the safety of the tenants and protection of property in the Building.

12. The Premises shall not be used for lodging or sleeping or for any immoral or illegal purpose.

13. Tenant shall reasonably cooperate with Landlord in obtaining maximum effectiveness of the air conditioning system by lowering and closing Venetian blinds and/or drapes and curtains when the sun's rays fall directly on the windows of the Premises.