

**LEASE AGREEMENT BY AND BETWEEN
THE CITY OF STAMFORD
AND
DOMUS KIDS, INC.
RE: 83 LOCKWOOD AVENUE, STAMFORD, CONNECTICUT**

THIS LEASE, made this _____ day of _____, 2022, is by and between the **City of Stamford** (hereinafter the “Lessor”), 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, and acting herein by Caroline Simmons, its duly-authorized Mayor, and **Domus Kids, Inc.** (hereinafter the “Lessee”), a domestic, Section 501(c)(3), non-stock corporation, with a principal place of business located at 83 Lockwood Avenue, Stamford, Connecticut, and acting herein by Robert Minicucci, its duly-authorized Chairman.

WITNESSETH

1. **Approval.** This lease is subject to the approval of Lessor’s Planning Board, Board of Finance, Board of Representatives and Mayor.
2. **Demised Premises.** The Lessor hereby leases and demises to the Lessee and the Lessee hereby takes from the Lessor, the property and improvements commonly known as 83 Lockwood Avenue, Stamford, Connecticut (hereinafter the “Demised Premises”), as depicted by the red outlined area in Schedule A, attached hereto and hereby made a part hereof as if fully set forth herein.
3. **Term.** The Initial Term of this Lease shall be for a period of four (4) years commencing, retroactively, on July 1, 2019, and terminating on June 30, 2023. The parties may, by mutual agreement, extend the Term of this Lease for one (1), additional year, ending June 30, 2024, provided that all other terms of this Lease remain the same. Either party may terminate this Lease at any time with no less than sixty (60) days’ notice per the Notice requirements set forth in Sec. 23, below.

4. **Rent.** Lessee shall pay Lessor Fifty Five Thousand Eight (\$55,008.00) Dollars per year in monthly installments of Four Thousand Five Hundred Eighty Four (\$4,584.00) Dollars.

Lessee shall also pay Lessor any and all rents received from subleasing portions of the Demised Premises on a long-term basis, including, but not limited to, Lessee's sublease to the Childcare Learning Center, Inc. As additional rent for the valuable consideration of use and occupancy of the Demised Premises, which Lessee hereby acknowledges, Lessee hereby waives any and all claims against Lessor for damages, repairs and/or monies owed for any reason whatsoever known to exist as of the signing of this Lease Agreement, except for reimbursement of normal operating expenses contemplated pursuant to this Lease Agreement.

5. **Use.** Lessee shall utilize the Demised Premises exclusively to support the operation of a not-for-profit community center that shall provide only social, recreational and educational services to the surrounding community (hereinafter the "Programs"). Under no circumstances shall Lessee use the Demised Premises for any other purpose whatsoever. Lessee shall be responsible for the administration and supervision of the Programs conducted at the Demised Premises at its sole cost and expense. No use shall be permitted on the Demised Premises wherein any pecuniary benefit accrues to any officer, director, or trustee of Lessee, unless such use is specifically pre-approved in writing by Lessor's Director of Operations, subject to review by Lessor's Mayor. Any such pecuniary benefit not so approved shall be payable to Lessor as additional rent. A 13,732 square foot portion of the building shall be subleased to the Childcare Learning Center, Inc., at the rate of Fifty Thousand Dollars (\$50,000.00) per year, in a manner consistent with Section 9 of this Lease Agreement.

6. **Lessee Representative and Key Personnel.** All appointments of representatives or personnel of Lessee assigned in any manner to the Demised Premises are subject to background

checks at the sole option of Lessor. Lessee and any such representatives or personnel shall fully comply with Lessor's request for any such checks.

The following representatives or personnel of Lessee are hereby authorized to act on behalf of Lessee with respect to the operation of the Programs at the Demised Premises and shall have full authority to accept instructions, make decisions, communicate for and act on behalf of Lessee at all times.

Lessee Representative: Mike Duggan, Executive Director

In addition to the Lessee Representative, the following personnel of Lessee, and only these personnel, shall be assigned to the Demised Premises.

Lessee Personnel: Craig Baker, Deputy Director

Neither the Lessee Representative nor the above listed personnel shall be replaced without fifteen (15) days prior written consent of Lessor. Lessor, at its sole option, may immediately terminate this Lease by way of written notice to Lessee if Lessee fails to replace Lessee's Representative or the listed personnel to the satisfaction of Lessor.

7. **Morals Clause.** Neither Lessee, Lessee's Representatives nor Lessee's Key Personnel, as defined in Section 6, above, shall commit any act or do anything which might reasonably be considered: (i) to be immoral, deceptive, scandalous or obscene; or (ii) to injure, tarnish, damage or otherwise negatively affect the community and/or the reputation and goodwill associated with Lessor. If Lessee, Lessee's Representative or Lessee's Key Personnel is accused of any act involving moral or ethical issues, dishonestly, theft or misappropriation, under any law, or any act which casts an unfavorable light upon its association with the community and/or Lessor or Lessee is accused of performing or committing any act which could adversely impact Lessee's events, Programs, services, or reputation, Lessor shall have the right to terminate this

contract upon fifteen (15) days written notice specifying the reason, within which period Lessee may cure such offense. The determination of whether and to what extent the offense is cured shall be made by Lessor at its sole discretion.

8. **Assignment.** Lessee shall not assign this Lease or any interest therein.

9. **Subletting.** In consideration of the Lessee providing Programs, the Lessor hereby grants permission to the Lessee to license portions of the Demised Premises on an hourly or daily basis, and recoup reasonable expenses associated with such licensing, provided that such licensing does not interfere with the rights and or operations of the Childcare Learning Center, Inc. Lessee shall not sublease, permit, or license the Demised Premises or any part thereof on a longer-term basis unless:

- a. Such sublease, permit or license shall comport with the uses permitted by this Lease in the reasonable judgment of Lessor's Director of Operations;
- b. Such sublease, permit or license shall be in writing, shall be substantially in the form attached hereto as Exhibit A and must be pre-approved by Lessor's Director of Operations;
- c. Such sublease, permit or license provides that the sublessee, permittee or licensee shall indemnify and hold the City of Stamford, its officers, agents and employees harmless from any and all liability arising from any such use of the demised premises;
- d. Such sublease, permit or license shall require each sublessee, permittee, or licensee to procure and maintain the same insurance coverages required of Lessee pursuant to this Lease and to provide Lessor with of copy of its insurance certificate evidencing such coverages; and

- e. All cash, in kind or other compensation provided to Lessee by way of any approved sublease, permit or license shall be specifically reflected in the books and records of Lessee and sublessee, permittee or licensee.

10. **Quiet Enjoyment.** Lessee, provided it is not in default hereunder, shall peaceably hold, occupy and enjoy the Demised Premises for the Lease Term without hindrance, ejection or interference except as otherwise provided in this Lease or as permitted by law.

11. **Lessee's Covenants.** Lessee agrees, warrants and represents that it shall commit no waste to the Demised Premises, nor suffer the same to be committed thereon, nor injure nor misuse the same and further agrees, warrants and represents that Lessee has neither the right nor the power to assign or hypothecate this Lease in any way whatsoever, except as otherwise provided in this Lease or to make any alterations to the Demised Premises, nor use the same for any purposes except as those expressly authorized herein. Lessee shall keep the Demised Premises in good condition, free of debris, safely and adequately for the uses and purposes hereby authorized. Lessee shall deliver the Demised Premises up to Lessor upon the expiration or earlier termination of this Lease in reasonably good condition, normal wear and tear excepted and Lessee shall have no right or obligation to remove any improvements to the Demised Premises without the prior written consent of Lessor. Likewise, any fixtures, equipment, furnishings, supplies or inventory which are purchased or obtained during the term of this Lease, by or for Lessee utilizing any Lessor operating or other revenue funds, including but not limited to state and federal funds administered by Lessor, shall become the property of Lessor upon the expiration or sooner termination of this Lease in good condition, normal wear and tear excepted, at the option of Lessor.

12. **Default.** If Lessee should be in breach or default of or violate any of the terms and conditions of this Lease, or if Lessee should assign or hypothecate this Lease or sublet the Demised Premises in a manner not provided by this Lease or otherwise dispose of the whole or any part of the Demised Premises or make any structural alterations therein without the prior written approval of Lessor, or shall commit waste or suffer the same to be committed on said Demised Premises or injure or misuse the same, or shall cease to exist as an Internal Revenue Code (IRC) qualified or Connecticut not-for-profit corporation, or shall be adjudicated bankrupt, or shall make a voluntary or involuntary assignment of its estate or effects for the benefit of creditors, or if a receiver of Lessee's property shall be appointed, or if this Lease shall by operation of law, devolve upon or pass to anyone other than the Lessee, then this Lease shall thereupon, by virtue of this express stipulation expire and terminate, at the option of Lessor, and the Lessor may, at any time thereafter re-enter said premises and shall have and possess all of Lessor's former estate, and without such re-entry, may recover possession thereof in the manner prescribed by the statutes relating to summary process, it being understood that no demand for rent nor re-entry for condition broken, as at common law, shall be necessary to enable Lessor to recover such possession pursuant to said statutes relating to summary process, that any or all right to any such demand or any such re-entry is hereby expressly waived by Lessee.

13. **Compliance with Laws.** Lessee shall comply with all applicable federal, state and local laws, rules, regulations, ordinances, charters, statutes, codes, orders, policies and procedures including, but not limited to, Lessor's Code of Ordinances Article II. – Non-City Entities Funded by City (§ 8-4 et seq), with regard to the use and occupancy of the Demised Premises and the operation of the Programs. Any cost(s) for non-compliance or violation of same shall be solely

the responsibility of the Lessee and Lessee hereby agrees to hold Lessor harmless and indemnify Lessor from such cost(s).

14. **Access to Premises.** Lessor and its employees, officers, agents and independent contractors shall have the right to enter onto and inspect the Demised Premises (1) at any reasonable time during business hours after oral or written notice to Lessee or (2) at any time in case of emergency for the purpose of ascertaining the condition of the Demised Premises, to cure a default on the part of Lessee at the Lessee's sole cost and expense, or to make major repairs or capital improvements. Lessee shall provide Lessor copies of the most current key(s) along with any access and security codes to the Demised Premises for the purposes set forth in this paragraph.

15. **Repairs and Maintenance.** Lessor shall be responsible for capital projects and, subject to the approval of and appropriation by, as the case may be, its Mayor, Planning Board, Board of Finance and Board of Representatives, shall have the right and power, but not the obligation, to make any and all capital improvements at its sole cost and expense. Lessee may, with the prior written approval of the Lessor's Director of Operations, make major repairs and capital improvements at its sole cost and expense. Lessee shall be responsible for performing all maintenance functions related to the Demised Premises and for performing all minor repairs to the Demised Premises including, but not limited to, the grounds, parking lots, sidewalks as well as the following:

- A. Ordinary repairs, including but not limited to plumbing, electrical, boiler (including water circulation if applicable), furnace, generator, heat, water, air conditioning, elevator, fire alarms, fire suppression, and all other systems.
- B. Interior and exterior walls and glass, including mirrors.

- C. Snow and ice removal, refuse collection/removal, pest control, fire extinguishers, water, sewer use and user charges, electricity, heat, air conditioning, fuel oil, gas and other utilities.
- D. Custodial services, grounds keeping, landscaping, parking lot maintenance, janitorial supplies, security and service agreements, elevator service agreements, fire alarm monitoring and maintenance, boiler/furnace maintenance, and fire extinguisher maintenance.

The Lessor shall reimburse the Lessee for all such maintenance functions and minor repairs.

All other expenses for the operation of the Programs, if applicable, including but not limited to salaries of faculty, administrators, teachers and aides, supplies, equipment, furnishings, insurance, telephones, etc., shall be the sole responsibility of the Lessee.

16. **Books and Records; Audits.** Lessee shall maintain separate books and records for the income and expenditures, assets and liabilities, of its use of the Demised Premises and the operation of the Programs. Such books and records shall include separate accounts from its organization wide operations and programs, if applicable. Lessee shall provide Lessor open and regular access to such books and records, as well as the books and records of its organization wide operations and programs, upon the demand of Lessor. Lessee shall furnish Lessor with copies of annual certified independent audits prepared at the expense of the Lessee and certified to the Lessor in accordance with Generally Accepted Auditing Standards by a Connecticut licensed CPA, no later than August 1 of each calendar year after the close of each fiscal or calendar year, as the case may be. Lessee shall furnish Lessor with copies of such certified independent audits as may be otherwise required of it as recipient of State and Federal funding, or otherwise, under the Connecticut Single Audit Act, Circular A-133 of the Office of

Management and Budget, the City of Stamford Board of Finance Audit Policy, and the Connecticut Municipal Audit Act.

17. **Non-Appropriation.** Any obligation of Lessor to make payments or expenditures of any kind under this Lease shall be contingent upon Lessor securing the requisite approvals and appropriations being duly passed pursuant to Lessor's Charter and Code of Ordinances.

18. **Insurance Requirements.** The Lessee shall affect and maintain for the life of this Lease, commercial general liability and automobile liability insurance as shall protect Lessee and Lessor from claims for damages arising out of personal injury, including death, and claims for property damage, which may be suffered as a result of operations/completed operations under this Lease, whether such operations/completed operations be by Lessee or any employee or agent thereof. Lessee shall also affect and maintain for the term of the Agreement workers' compensation insurance covering injuries or disease suffered by Lessee's employees. The workers' compensation insurance shall comply with all workers' compensation statutes and regulations in the State of Connecticut. Lessee shall also maintain all risk property insurance, which insures all personal property of Lessee. Lessor's Risk Manager also reserves the right to require Lessee to affect and maintain other insurance coverage under the Lease that is deemed appropriate or necessary.

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

- A. Workers' compensation – Statutory, which complies with the workers' compensation regulations and laws of the State of Connecticut.
- B. Employer's liability, with minimum limits of liability of \$100,000 for each accident, disease each employee and policy limit for disease.

C. Commercial general liability, subject to a minimum limit of liability of \$2,000,000 combined single limit for bodily injury and property damage and \$4,000,000 in the aggregate. This requirement can be met with a combination of general liability insurance and excess liability insurance. This insurance shall include, but not be limited to, bodily injury and property damage and the following coverages:

1. Premises and operations liability.
2. Products liability and completed operations, to be maintained for a period of not less than three years following termination or cancellation of the Agreement.
3. Broad form contractual liability covering any indemnities contained in the Agreement.
4. Personal injury and advertising liability.
5. Liquor liability

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

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

- E. All risk property insurance, which covers all personal property of Lessee. The limits under the all risk property insurance shall be sufficient to prevent Lessee from incurring a co-insurance penalty because of inadequate limits.
- F. Sexual abuse/molestation insurance with a minimum limit of liability of \$1,000,000 per occurrence.

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

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

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

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

All insurance coverage and certificates of insurance shall be approved by the City of Stamford Risk Manager prior to commencement of occupancy of the Demised Premises or

execution of the Lease. Other insurance coverages may be required by the City of Stamford Risk Manager, which are predicated upon specific needs.

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

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

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

19. **Non-Waiver.** The failure of Lessor to insist upon strict performance of any of the terms, conditions or covenants herein shall not be deemed a waiver of any rights or remedies that

Lessor may have, shall not be deemed a waiver of any subsequent breach or default of the terms, conditions or covenants herein contained, or a waiver of Lessor's right to require strict compliance therewith at any time, with or without notice except as may be otherwise required herein.

20. **Condition of Demised Premises.** Lessee agrees, warrants and represents that it has examined the Demised Premises and that the Demised Premises is suitable for the uses and purposes intended by this Lease. No agreements, promises, covenants, warranties or representations have been made by Lessor as to the condition of said Demised Premises upon which the Lessee has relied on in entering into this Lease and Lessee agrees to take the Demised Premises "As-Is" in its present and existing condition.

21. **Indemnification.** Lessor shall not be liable for any injury or damage to person or property happening in and or on the parking lots, sidewalks, grounds, interior or exterior or any part of the Demised Premises by reason of any existing or future condition, defect, matter or thing, and Lessee agrees to indemnify and hold harmless Lessor from any and all fines, claims, suits, actions, judgments, damages or liability arising therefrom and/or from anything otherwise arising from or out of the use and occupancy of the Demised Premises by Lessee, Lessee's sublessees, permittees or licensees and/or the operation of the Programs. Lessor shall not be responsible for the loss of or damage to property, or injury to persons occurring in and or on the Demised Premises or for the acts, omissions or negligence of other persons or Lessee, its employees, officers, agents, sublessees, permittees or licensees in and or on the Demised Premises, and Lessee agrees to indemnify and save Lessor harmless from all fines, claims, suits, actions, judgments, damages or liability for loss of or damage to property or injuries to persons occurring in and or on the Demised Premises by reason of any such acts, omissions or

negligence. Lessee further agrees to indemnify and save harmless Lessor of and from any and all fines, claims, suits, actions, judgments, damages or liability and acts of any kind by reason of any breach, violation, or non-performance of any covenant or condition hereof or for the violation of any law, statute, regulation or order, on the part of Lessee, its agents, employees, officers, sublessees, permittees or licensees. The indemnifications provided herein by the Lessee shall not extend to any claims, etc., as may arise from the negligent acts or omissions of the Lessor, its officers, employees, and authorized agents acting on Lessor's exclusive behalf.

22. **Mechanic's Liens.** In the event that any mechanic's lien is filed against the Demised Premises as a result of alterations, additions or improvements made by Lessee or Lessee's sublessees, permittees or licensees, Lessor, at its option, may pay the said lien provided that Lessor reasonably determines after inquiring into the validity thereof that the lien is valid and the amount claimed is due, and Lessee shall forthwith reimburse Lessor the total expenses incurred by Lessor in discharging the said lien.

23. **Notices.** All notices given pursuant to the terms of this Lease shall be: (1) in writing and delivered in person; (2) transmitted by certified mail, return receipt requested, postage prepaid or by overnight courier utilizing the services of a nationally-recognized overnight courier service with signed verification of delivery; or (3) given by email if a signed original is deposited in the United States Mail within two days after transmission. Notices shall be deemed given only when actually received at the address first given below with respect to each party. Either party may, by like notice, designate further or different addresses to which subsequent notices shall be sent.

Notices to the Lessor shall be addressed as follows:

Attn. Director of Operations
City of Stamford Government Center
888 Washington Boulevard – 10th Floor
Stamford, CT 06901

Phone: (203) 977-4141
Email: MQuinones@StamfordCT.gov

With a copy to

Attn. Corporation Counsel
City of Stamford Government Center
888 Washington Boulevard – 9th Floor
Stamford, CT 06901
Phone: (203) 977-4082
Email: DDalena@StamfordCT.gov

Notices to the **Lessee** shall be addressed as follows:

Attn. Michael Duggan
Executive Director, Domus
83 Lockwood Avenue
Stamford, CT 06906

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

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

26. **Amendment.** The parties agree to use their best efforts, in good faith, to amend or modify this lease, as may become necessary, to be in compliance with the CHEFA bond financing program.

27. **Entire Agreement.** This Lease contains the entire agreement between the parties and all representations relating to this tenancy or to the Demised Premises are included herein.

28. **Governing Law and Venue.** This Lease shall be construed in accordance with the laws of the State of Connecticut and the parties hereto hereby waive any choice of law. Any action brought pursuant to this Lease shall be brought in either the State Superior Court in Stamford, Connecticut, or the Federal District Court in Bridgeport, Connecticut.

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

30. **Brokerage.** Lessor and Lessee each hereby warrants to the other that they have had no dealings with any broker or agent in connection with this Lease Agreement and each covenants to pay, hold harmless and indemnify the other from and against any and all costs (including reasonable attorneys' fees), expense or liability for any compensation, commissions and charges claimed by any broker or other agent with respect to this Lease Agreement or the negotiation thereof on behalf of such party.

31. **Miscellaneous.** Nothing in this Lease prevents Lessee from seeking financial assistance from Lessor through the normal budget process nor mandates such assistance.

32. **Counterparts.** This Lease Agreement may be executed in any number of counterparts, each of which shall be deemed an original. The counterparts shall together constitute but one Lease Agreement. Any signature on a copy of this Lease Agreement or any document necessary or convenient thereto sent by facsimile, PDF or other electronic format shall be binding upon

such transmission and the facsimile, PDF or other electronic format copy shall be deemed an original for the purposes of this Lease Agreement.

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

CITY OF STAMFORD

Print:

By: _____
Caroline Simmons, Mayor

Print:

DOMUS KIDS, INC.

Print:

By: _____
Robert Minicucci, Chairman

Print:

Approved as to Insurance Requirements:

_____/_____
David Villalva Date
Risk Manager

Approved as to Form:

_____/_____
Chris Dellaselva Date
Assistant Corporation Counsel

LEASE SCHEDULE A
(DEMISED PREMISES OUTLINED IN RED)



LEASE EXHIBIT A
(FORM SUBLEASE)

THIS SUBLEASE is made and entered into this ____ day of _____, 2021, by and between the Domus Kids, Inc., a Section 501(c)(3) corporation organized and existing under the laws of the State of Connecticut ("Landlord"), and _____, a _____ ("Tenant").

1. BASIC LEASE PROVISIONS.

A. Property Address: 83 Lockwood Avenue, Stamford, Connecticut

B. Tenant's Address until the Commencement Date: _____

thereafter, the Premises.

C. Landlord's Address: 83 Lockwood Avenue, Stamford, Connecticut, attention Chairman.

D. Prime Landlord: the City of Stamford.

E. Prime Landlord's Address (for notices): the City of Stamford, Director of Operations, 888 Washington Boulevard, P.O. Box 2152, Stamford, Connecticut, 06904-2152, with a copy to the Director of Legal Affairs at said address.

F. Identification of Prime Lease and all amendments thereto: that certain Lease Agreement by and between Prime Landlord and Landlord re: 83 Lockwood Avenue, Stamford, Connecticut, dated as of _____, 2021.

G. Sublease Term: _____
years from the Commencement Date, subject to renewal as specified in *Section 33* hereof and to the Term of the Prime Lease.

H. Commencement Date: the date hereof.

I. Expiration Date: the date that is the _____
year anniversary of the Commencement Date, subject to Tenant's renewal options as specified in *Section 33* hereof, or at least one (1) day prior to the expiration or termination of the Term of the Prime Lease, whichever happens first.

J. Base Rent:

Year	\$S.F.	Monthly Rent	Annual Rent

K. Description of Premises: _____
square feet in a portion of the _____
_____ level of the Building as indicated on the floor plan attached hereto as
Exhibit A.

L. Security Deposit: \$_____.

M. Tenant's Use: _____.

N. Rent Commencement Date: _____.

2. PRIME LEASE. Landlord is the tenant under a Prime Lease (the "Prime Lease") with the Prime Landlord identified in *Section 1(D)*, bearing the date specified in *Section 1(F)*. Landlord represents and warrants to Tenant that (a) Landlord has delivered to Tenant a full and complete copy of the Prime Lease and all other agreements between Prime Landlord and Landlord relating to the leasing, use, and occupancy of the Premises, (b) the Prime Lease is, as of the date hereof, in full force and effect, and (c) no event of default has occurred under the Prime Lease and, to Landlord's knowledge, no event has occurred and is continuing which would constitute an event of default but for the requirement of the giving of notice and/or the expiration of the period of time to cure.

3. PRIME LANDLORD'S CONSENT. This Sublease is subject to the written approval of Prime Landlord subject to the terms and conditions set forth herein and in the Prime Landlord Consent attached hereto as Exhibit B.

3. SUBLEASE. Landlord, for and in consideration of the rents herein reserved and of the covenants and agreements herein contained on the part of the Tenant to be performed, hereby subleases to the Tenant, and the Tenant accepts from the Landlord, certain space described in *Section 1(K)* (the "Premises") and located in the building (the "Building"), situated on and a part of the property (the "Property") located at the Property Address.

4. TERM. The term of this Sublease (hereinafter "Term") shall commence on the date (hereinafter "Commencement Date") specified in *Section 1(H)*. Subject to *Section 33*, the Term shall expire on the date ("Expiration Date") specified in *Section 1(I)*, unless sooner terminated as otherwise provided elsewhere in this Sublease.

5. POSSESSION. Landlord agrees to deliver possession of the Premises on the date specified in *Section 1(H)* in their condition as of the execution and delivery hereof, reasonable wear and tear excepted; that is to say, AS IS.

6. TENANT'S USE. The Premises shall be used and occupied only for the Tenant's Use set forth in *Section 1(M)*.

7. RENT. Beginning on the Rent Commencement Date specified in *Section 1(N)*, Tenant agrees to pay the Base Rent set forth in *Section 1(J)* to Landlord at Landlord's Address, or to such other payee or at such other address as may be designated by notice in writing from Landlord to Tenant, without prior demand therefor and without any deduction whatsoever. Base Rent shall be paid in equal monthly installments in advance on the first day of each month of the

Term. Base Rent shall be pro-rated for partial months at the beginning and end of the Term. All charges, costs and sums required to be paid by Tenant to Landlord under this Sublease in addition to Base Rent shall be deemed "Additional Rent," and Base Rent and Additional Rent shall hereinafter collectively be referred to as "Rent." Tenant's covenant to pay Rent shall be independent of every other covenant in this Sublease. If Tenant shall fail to pay any Rent within five (5) days of the due date, Tenant shall pay to Landlord, in addition to such Rent, a late charge equal to five percent (5%) of the outstanding amount as well as any cost or expense of collection incurred by Landlord incurred in connection therewith.

8. **ADDITIONAL RENT.** Beginning on the Commencement Date identified in *Section 1(H)*, Tenant shall pay \$_____ per month to Landlord at Landlord's Address, or to such other payee or at such other address as may be designated by notice in writing from Landlord to Tenant, as Additional Rent for any and all operating expenses and taxes. Such amount does not include a charge for a custodian and Tenant shall, at Tenant's sole cost and expense, directly engage a contractor for the regular cleaning of the Premises, such contractor subject to Landlord's prior reasonable consent. Additional Rent shall be paid in advance on the first day of each month of the Term.

9. **TENANT'S OBLIGATIONS.** Tenant shall be responsible for, and shall pay the following:

A. All utility metering and consumption costs, including without limitation, electric and other charges incurred in connection with lighting, and providing electrical power to the Premises, and water. Tenant shall hold Landlord harmless from all costs or expenses Landlord may incur from Tenant's failure to pay utility bills or to perform any of its obligations with respect to the purchase of utilities.

B. All maintenance, repairs and replacements as to the Premises and its equipment, to the extent Landlord is obligated to perform the same under the Prime Lease.

10. **QUIET ENJOYMENT.** Landlord represents that it has full power and authority to enter into this Sublease, subject to the consent of the Prime Landlord, if required under the Prime Lease. So long as Tenant is not in default in the performance of its covenants and agreements in this Sublease, Tenant's quiet and peaceable enjoyment of the Premises shall not be disturbed or interfered with by Landlord, or by any person claiming by, through, or under Landlord.

11. **TENANT'S INSURANCE.** Tenant shall procure and maintain, at its own cost and expense, the same insurance required of Landlord as set forth in Section 16, Insurance Requirements, of the Prime Lease, naming Landlord, as well as Prime Landlord, in the manner required therein. If the Prime Lease requires Landlord to insure leasehold improvements or alterations, then Tenant shall insure such leasehold improvements which are located in the Premises, as well as alterations in the Premises made by Tenant. Tenant shall furnish to Landlord and Prime Landlord a certificate of Tenant's insurance required hereunder not later than ten (10) days prior to Tenant's taking possession of the Premises. Each party hereby waives claims against the other for property damage provided such waiver shall not invalidate the

waiving party's property insurance; each party shall attempt to obtain from its insurance carrier a waiver of its right of subrogation. Tenant hereby waives claims against Prime Landlord and Landlord for property damage to the Premises or its contents if and to the extent that Landlord waives such claims against Prime Landlord under the Prime Lease. Tenant agrees to obtain, for the benefit of Prime Landlord and Landlord, such waivers of subrogation rights from its insurer as are required of Landlord under the Prime Lease. Landlord agrees to use reasonable efforts in good faith to obtain from Prime Landlord a waiver of claims for insurable property damage losses and an agreement from Prime Landlord to obtain a waiver of subrogation rights in Prime Landlord's property insurance, if and to the extent that Prime Landlord waives such claims against Landlord under the Prime Lease or is required under the Prime Lease to obtain such waiver of subrogation rights.

12. **ASSIGNMENT OR SUBLETTING.** Tenant shall not, without the prior written consent of Landlord and Prime Landlord (Landlord's consent not to be unreasonably withheld), (i) assign, convey or mortgage this Sublease or any interest under it; (ii) allow any transfer thereof or any lien upon Tenant's interest by operation of law; (iii) further sublet the Premises or any part thereof; or (iv) permit the occupancy of the Premises or any part thereof by anyone other than Tenant. Tenant's request for Landlord's and Prime Landlord's consent to a proposed assignment or sublease shall be in writing and no proposed assignment or sublease by Tenant may be for less than the entire Premises. In the event that Tenant requests Landlord's and Prime Landlord's consent to a proposed assignment or sublease, Landlord may instead elect to terminate this Sublease by written notice to Tenant within thirty (30) days following Tenant's written request for Landlord's and Prime Landlord's consent to any proposed assignment or sublease. If Landlord and Prime Landlord shall consent in writing to a proposed assignment or sublease and Tenant shall assign this Sublease or sublet the Premises, Landlord shall be entitled to and Tenant shall pay to Landlord, as Additional Rent, one hundred percent (100%) of all sums and other consideration paid to Tenant by the assignee or subtenant for or by reason of such assignment or sublease less the actual out-of-pocket expenses reasonably incurred by Tenant in connection with such assignment or sublease on account of brokerage commissions, advertising expenses, legal fees, work contributions, the cost of work performed by Tenant to prepare the Premises for the assignee's or subtenant's occupancy, and all other costs and expenses incurred by Tenant in effecting such assignment or sublease. Such Additional Rent shall be payable as and when received by Tenant from the assignee or subtenant. No permitted assignment or sublease will in any way affect or reduce any of the obligations of Tenant under this Sublease.

13. **RULES.** Tenant agrees to comply with all rules and regulations that Prime Landlord has made or may hereafter from time to time make for the Building. Landlord shall be liable for damage caused by the non-observance by any of its tenants of such similar covenants in their leases or of such rules and regulations.

14. **REPAIRS AND COMPLIANCE.** Tenant shall promptly pay for the repairs set forth in *Section 9(B)* hereof and Tenant shall, at Tenant's own expense, comply with all laws and ordinances, and all orders, rules and regulations of all governmental authorities and of all insurance bodies and their fire prevention engineers at any time in force, applicable to the Premises or to Tenant's particular use or manner of use thereof, except that Tenant shall not hereby be under any obligation to comply with any law, ordinance, rule or regulation requiring any structural alteration of or in connection with the Premises, unless such alteration is required

by reason of Tenant's particular use or manner of use of the Premises, or a condition which has been created by or at the sufferance of Tenant, or is required by reason of a breach of any of Tenant's covenants and agreements hereunder. Following the completion of any repair set forth in *Section 9(B)* hereof, Tenant shall promptly provide to Landlord reasonable evidence of the payment for such repair and, in the event of a repair costing in excess of \$2,500.00, a final lien waiver from the contractor(s) performing such work. As used herein "structure" or "structural" shall have the definition ascribed to it in the Prime Lease or if no specific definition is given therein "structure" or "structural" shall mean that portion of the Building which is integral to the integrity of the Building as an existing enclosed unit and shall, in any event, include footings, foundation, outside walls, skeleton, bearing columns and interior bearing walls, floor slabs, roof and roofing system. Landlord shall use commercially reasonable efforts to cause Prime Landlord to comply with Prime Landlord's repair and maintenance obligations under Section 13 of the Prime Lease.

15. **FIRE OR CASUALTY OR EMINENT DOMAIN.** In the event of a fire or other casualty affecting the Building or the Premises, or of a taking of all or a part of the Building or Premises under the power of eminent domain, Landlord shall not exercise any right which may have the effect of terminating the Prime Lease without first obtaining the prior written consent of Tenant. In the event Landlord is entitled, under the Prime Lease, to a rent abatement as a result of a fire or other casualty or as a result of a taking under the power of eminent domain, then Tenant shall be entitled to an equitable share of the rent abatement, based on the relative impact of the fire or other casualty, or the taking, as the case may be. If the Prime Lease imposes on Landlord the obligation to repair or restore leasehold improvements or alterations, Tenant shall be responsible for repair or restoration of leasehold improvements or alterations; Tenant shall make any insurance proceeds resulting from the loss which Landlord is obligated to repair or restore available to Landlord and/or Prime Landlord and shall permit Landlord and/or Prime Landlord to enter the Premises to perform the same, subject to such conditions as Tenant may reasonably impose.

16. **ALTERATIONS.** Tenant shall not make any alterations in or additions to the Premises ("Alterations") after the Rent Commencement Date, unless such Alteration is a Permitted Alteration. A Permitted Alteration is an Alteration that (i) is approved in writing by Landlord and Prime Landlord, in their sole discretion and (ii) is permitted under the Prime Lease and complies with all laws and ordinances, and all orders, rules and regulations of all governmental authorities and of all insurance bodies and their fire prevention engineers at any time in force, applicable to the Premises or to Tenant's particular use or manner of use thereof, (iii) is cosmetic and decorative, (iv) is non-structural and (v) costs in the aggregate with all other related Alterations less than \$5,000.00. Between the Commencement Date and the Rent Commencement Date, Tenant may, subject to Landlord's and Prime Landlord's reasonable consent, make Alterations which would not constitute a default under the Prime Lease. In connection with Landlord's and Prime Landlord's review and approval of Tenant's proposed Alterations, Tenant shall submit to Landlord and Prime Landlord plans and specifications for the proposed Alterations for Landlord's and Prime Landlord's review and approval and shall pay the reasonable cost and expense of consultants retained by Landlord and Prime Landlord in connection with such review and approval. If Alterations by Tenant are permitted or consented to as aforesaid, Tenant shall (i) comply with all of the covenants of Landlord and Prime Landlord contained in the Prime Lease pertaining to the performance of such Alterations, (ii) comply with

all laws and ordinances, and all orders, rules and regulations of all governmental authorities and of all insurance bodies and their fire prevention engineers at any time in force and (iii) provide Landlord with copies of any and all required demolition and/or building permits prior to commencing the Alterations. Following the completion of any Alterations, Tenant shall promptly provide to Landlord (i) reasonable evidence of the payment for such Alterations (ii) in the event of Alterations costing in excess of \$2,500.00, a final lien waiver from the contractor(s) performing such work and (iii) a copy of the certificate of occupancy or amended certificate of occupancy required with respect to the Premises. In addition, Tenant shall indemnify, defend and hold harmless Landlord and Prime Landlord against liability, loss, cost, damage, liens and expense imposed on Landlord or Prime Landlord arising out of the performance of Alterations by Tenant.

17. SURRENDER. Upon the expiration of this Sublease, or upon the termination of the Sublease or of the Tenant's right to possession of the Premises, Tenant will at once surrender and deliver up the Premises, together with all improvements thereon, to Landlord in good condition and repair, reasonable wear and tear excepted; conditions existing because of Tenant's failure to perform maintenance, repairs or replacements as required of Tenant under this Sublease shall not be deemed "reasonable wear and tear." Said improvements shall include all plumbing, lighting, electrical, heating, cooling and ventilating fixtures and equipment and other articles of personal property used in the operation of the Premises (as distinguished from operations incident to the business of Tenant). Tenant shall surrender to Landlord all keys to the Premises and make known to Landlord the combination of all combination locks which Tenant is permitted to leave on the Premises. All Alterations in or upon the Premises made by Tenant shall become a part of and shall remain upon the Premises upon such termination without compensation, allowance or credit to Tenant; provided, however, that Landlord shall have the right to require Tenant to remove any Alterations made by Tenant, or portion thereof. Said right shall be exercisable by Landlord's giving written notice thereof to Tenant on or before thirty (30) days prior to such expiration or on or before twenty (20) days after such termination. Tenant shall also remove any Alterations made by Tenant, or portion thereof, which Prime Landlord may require Landlord to remove, pursuant to the terms of the Prime Lease. In any such event, Tenant shall restore the Premises to their condition prior to the making of such Alteration, repairing any damage occasioned by such removal or restoration. If Landlord or Prime Landlord requires removal of any Alteration made by Tenant, or a portion thereof, and Tenant does not make such removal in accordance with this Section, Landlord may remove the same (and repair any damage occasioned thereby), and dispose thereof, or at its election, deliver the same to any other place of business of Tenant, or warehouse the same. Tenant shall pay the costs of such removal, repair, delivery and warehousing on demand. As between Landlord and Tenant, Tenant shall not be required to remove any Alterations performed by Landlord prior to the Commencement Date or to restore the Premises to their condition prior to the making of such Alterations. If, however, the term of the Sublease expires at or about the date of the expiration of the Prime Lease, and if Landlord is required under or pursuant to the terms of the Prime Lease to remove any Alterations performed prior to the Commencement Date, Tenant shall permit Landlord and/or Prime Landlord to enter the Premises for a reasonable period of time prior to the expiration of the Sublease, subject to such conditions as Tenant may reasonably impose, for the purpose of removing its Alterations and restoring the Premises as required.

18. REMOVAL OF TENANT'S PROPERTY. Upon the expiration of this Sublease, Tenant shall remove Tenant's articles of personal property incident to Tenant's business ("Trade Fixtures"); provided, however, that Tenant shall repair any injury or damage to the Premises which may result from such removal, and shall restore the Premises to the same condition as prior to the installation thereof. If Tenant does not remove Tenant's Trade Fixtures from the Premises prior to the expiration or earlier termination of the Term, Landlord or Prime Landlord may, at its option, remove the same (and repair any damage occasioned thereby and restore the Premises as aforesaid) and dispose thereof or deliver the same to any other place of business of Tenant, or warehouse the same, and Tenant shall pay the cost of such removal, repair, restoration, delivery or warehousing to Landlord or Prime Landlord on demand, or Landlord or Prime Landlord may treat said Trade Fixtures as having been conveyed to Landlord or Prime Landlord with this Sublease as a Bill of Sale, without further payment or credit by Landlord or Prime Landlord to Tenant.

19. HOLDING OVER. Tenant shall have no right to occupy the Premises or any portion thereof after the expiration of this Sublease or after termination of this Sublease or of Tenant's right to possession in consequence of an Event of Default hereunder. In the event Tenant or any party claiming by, through or under Tenant holds over, Landlord or Prime Landlord may exercise any and all remedies available to it at law or in equity to recover possession of the Premises, and to recover damages, including without limitation, damages payable by Landlord to Prime Landlord by reason of such holdover. For each and every month or partial month that Tenant or any party claiming by, through or under Tenant remains in occupancy of all or any portion of the Premises after the expiration of this Sublease or after termination of this Sublease or Tenant's right to possession, Tenant shall pay, as minimum damages and not as a penalty, monthly rental at a rate equal to double the rate of Base Rent and Additional Rent payable by Tenant hereunder immediately prior to the expiration or other termination of this Sublease or of Tenant's right to possession. The acceptance by Landlord of any lesser sum shall be construed as payment on account and not in satisfaction of damages for such holding over.

20. ENCUMBERING TITLE. Tenant shall not do any act which shall in any way encumber the title of Prime Landlord in and to the Building or the Property, nor shall the interest or estate of Prime Landlord or Landlord be in any way subject to any claim by way of lien or encumbrance, whether by operation of law by virtue of any express or implied contract by Tenant, or by reason of any other act or omission of Tenant. Any claim to, or lien upon, the Premises, the Building or the Property arising from any act or omission of Tenant shall accrue only against the subleasehold estate of Tenant and shall be subject and subordinate to the paramount title and rights of Prime Landlord in and to the Building and the Property and the interest of Landlord in the premises leased pursuant to the Prime Lease. Without limiting the generality of the foregoing, Tenant shall not permit the Premises, the Building or the Property to become subject to any mechanics', laborers' or materialmen's lien on account of labor or material furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed on the Premises by, or at the direction or sufferance of, Tenant, provided, however, that if so permitted under the Prime Lease, Tenant shall have the right to contest in good faith and with reasonable diligence, the validity of any such lien or claimed lien if Tenant shall give to Prime Landlord and Landlord such security as may be deemed satisfactory to them to assure payment thereof and to prevent any sale,

foreclosure, or forfeiture of the Premises, the Building or the Property by reason of nonpayment thereof, provided further, however, that on final determination of the lien or claim of lien, Tenant shall immediately pay any judgment rendered, with all proper costs and charges, and shall have the lien released and any judgment satisfied.

21. INDEMNITY. Tenant agrees to indemnify Landlord and hold Landlord harmless from all losses, damages, liabilities and expenses which Landlord may incur, or for which Landlord may be liable to Prime Landlord, arising from the acts or omissions of Tenant which are the subject matter of any indemnity or hold harmless of Landlord to Prime Landlord under the Prime Lease. Tenant agrees to indemnify Prime Landlord and hold Prime Landlord harmless from all losses, damages, liabilities and expenses which Prime Landlord may incur arising from Tenant's use of the Premises, which indemnification and holding harmless shall include reasonable attorneys' fees and shall not be limited by Tenant's insurance limits.

22. LANDLORD'S RESERVED RIGHTS. Landlord reserves the right, on reasonable prior notice, to inspect the Premises, or to exhibit the Premises to persons having a legitimate interest at any time during the Sublease term.

23. DEFAULTS. Tenant further agrees that any one or more of the following events shall be considered Events of Default as said term is used herein, that is to say, if:

A. Tenant shall be adjudged an involuntary bankrupt, or a decree or order approving, as properly filed, a petition or answer filed against Tenant asking reorganization of Tenant under the Federal bankruptcy laws as now or hereafter amended, or under the laws of any State, shall be entered, and any such decree or judgment or order shall not have been vacated or stayed or set aside within sixty (60) days from the date of the entry or granting thereof; or

B. Tenant shall file, or admit the jurisdiction of the court and the material allegations contained in, any petition in bankruptcy, or any petition pursuant or purporting to be pursuant to the Federal bankruptcy laws now or hereafter amended, or Tenant shall institute any proceedings for relief of Tenant under any bankruptcy or insolvency laws or any laws relating to the relief of debtors, readjustment of indebtedness, reorganization, arrangements, composition or extension; or

C. Tenant shall make any assignment for the benefit of creditors or shall apply for or consent to the appointment of a receiver for Tenant or any of the property of Tenant; or

D. Tenant shall admit in writing its inability to pay its debts as they become due; or

E. The Premises are levied on by any revenue officer or similar officer; or

F. A decree or order appointing a receiver of the property of Tenant shall be made and such decree or order shall not have been vacated, stayed or set aside within sixty (60) days from the date of entry or granting thereof, or

G. Tenant shall abandon the Premises during the Term hereof; or

H. Tenant shall default in any payment of Rent required to be made by Tenant hereunder when due as herein provided and such default shall continue for five (5) days after notice thereof in writing to Tenant; or

I. Tenant shall default in securing insurance or in providing evidence of insurance as set forth in *Section 11* of this Sublease or shall default with respect to lien claims as set forth in *Section 20* of this Sublease and either such default shall continue for five (5) days after notice thereof in writing to Tenant; or

J. Tenant shall, by its act or omission to act, cause a default under the Prime Lease and such default shall not be cured within the time, if any permitted for such cure under the Prime Lease; or

K. Tenant shall default in any of the other covenants and agreements herein contained to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant.

24. REMEDIES. Upon the occurrence of any one or more Events of Default, Landlord may exercise any remedy against Tenant which Prime Landlord may exercise for default by Landlord under the Prime Lease.

25. SECURITY DEPOSIT. To secure the faithful performance by Tenant of all the covenants, conditions and agreements in this Sublease set forth and contained on the part of Tenant to be fulfilled, kept, observed and performed including, but not by way of limitation, such covenants and agreements in this Sublease which become applicable upon the termination of the same by re-entry or otherwise, Tenant has deposited with Landlord the Security Deposit as specified in *Section 1(L)* on the understanding that: (a) the Security Deposit or any portion thereof not previously applied, or from time to time, such one or more portions thereof, may be applied to the curing of any default that may then exist, without prejudice to any other remedy or remedies which Landlord may have on account thereof, and upon such application Tenant shall pay Landlord on demand the amount so applied which shall be added to the Security Deposit so the same may be restored to its original amount; (b) should the Prime Lease be assigned by Landlord, the Security Deposit or any portion thereof not previously applied may be turned over to Landlord's assignee and if the same be turned over as aforesaid, Tenant hereby releases Landlord from any and all liability with respect to the Security Deposit and/or its application or return; (c) if permitted by law, Landlord or its successor shall not be obligated to hold the Security Deposit as a separate fund, but on the contrary may commingle the same with its other funds; (d) if Tenant shall faithfully fulfill, keep, perform and observe all of the covenants, conditions and agreements in this Sublease set forth and contained on the part of Tenant to be fulfilled, kept, performed and observed, the sum deposited or the portion thereof not previously applied, shall be returned to Tenant without interest no later than thirty (30) days after the expiration of the Term of this Sublease or any renewal or extension thereof, provided Tenant has vacated the Premises and surrendered possession thereof to Landlord at the expiration of the Term or any extension or renewal thereof as provided herein; (e) in the event that Landlord terminates this Sublease or Tenant's right to possession by reason of an Event of Default by

Tenant, Landlord may apply the Security Deposit against damages suffered to the date of such termination and/or may retain the Security Deposit to apply against such damages as may be suffered or shall accrue thereafter by reason of Tenant's default; (f) in the event any bankruptcy, insolvency, reorganization or other creditor-debtor proceedings shall be instituted by or against Tenant, or its successors or assigns, the Security Deposit shall be deemed to be applied first to the payment of any Rent due Landlord for all periods prior to the institution of such proceedings, and the balance, if any, of the Security Deposit may be retained or paid to Landlord in partial liquidation of Landlord's damages.

26. NOTICES AND CONSENTS. All notices, demands, requests, consents or approvals which may or are required to be given by either party to the other shall be in writing and shall be deemed given when received or refused if sent by United States registered or certified mail, postage prepaid, return receipt requested or if sent by overnight commercial courier service (a) if to Tenant, addressed to Tenant at the address specified in *Section I(B)* or at such other place as Tenant may from time to time designate by notice in writing to Landlord or (b) if for Landlord, addressed to Landlord at the address specified in *Section I(C)* or at such other place as Landlord may from time to time designate by notice in writing to Tenant. Each party agrees promptly to deliver a copy of each notice, demand, request, consent or approval from such party to Prime Landlord and promptly to deliver to the other party a copy of any notice, demand, request, consent or approval received from Prime Landlord. Such copies shall be delivered by overnight commercial courier.

27. PROVISIONS REGARDING SUBLEASE. This Sublease and all the rights of parties hereunder are subject and subordinate to the Prime Lease. Each party agrees that it will not, by its act or omission to act, cause a default under the Prime Lease. In furtherance of the foregoing, the parties hereby confirm, each to the other, that it is not practical in this Sublease agreement to enumerate all of the rights and obligations of the various parties under the Prime Lease and specifically to allocate those rights and obligations in this Sublease agreement. Accordingly, in order to afford to Tenant the benefits of this Sublease and of those provisions of the Prime Lease which by their nature are intended to benefit the party in possession of the Premises, and in order to protect Landlord against a default by Tenant which might cause a default or event of default by Landlord under the Prime Lease:

A. Except as otherwise expressly provided herein, Landlord shall perform its covenants and obligations under the Prime Lease which do not require for their performance possession of the Premises and which are not otherwise to be performed hereunder by Tenant on behalf of Landlord. For example, Landlord shall at all times keep in full force and effect all insurance required of Landlord as tenant under the Prime Lease.

B. Except as otherwise expressly provided herein, Tenant shall perform all affirmative covenants and shall refrain from performing any act which is prohibited by the negative covenants of the Prime Lease, where the obligation to perform or refrain from performing is by its nature imposed upon the party in possession of the Premises. If practicable, Tenant shall perform affirmative covenants which are also covenants of Landlord under the Prime Lease at least five (5) days prior to the date when Landlord's

performance is required under the Prime Lease. Landlord shall have the right to enter the Premises to cure any default by Tenant under this Section.

28. **PRIME LANDLORD'S CONSENT.** This Sublease and the obligations of the parties hereunder are expressly conditioned upon Landlord's obtaining prior written consent hereto by Prime Landlord. Tenant shall promptly deliver to Landlord any information reasonably requested by Prime Landlord (in connection with Prime Landlord's approval of this Sublease) with respect to the nature and operation of Tenant's business and/or the financial condition of Tenant. Landlord and Tenant hereby agree, for the benefit of Prime Landlord, that this Sublease and Prime Landlord's consent hereto shall not (a) create privity of contract between Prime Landlord and Tenant; (b) be deemed to have amended the Prime Lease in any regard (unless Prime Landlord shall have expressly agreed in writing to such amendment); or (c) be construed as a waiver of Prime Landlord's right to consent to any assignment of the Prime Lease by Landlord or any further subletting of premises leased pursuant to the Prime Lease, or as a waiver of Prime Landlord's right to consent to any assignment by Tenant of this Sublease or any sub-subletting of the Premises or any part thereof. Prime Landlord's consent shall, however, be deemed to evidence Prime Landlord's agreement that Tenant may use the Premises for the purpose set forth in *Section I(M)* and that Tenant shall be entitled to any waiver of claims and of the right of subrogation for damage to Prime Landlord's property if and to the extent that the Prime Lease provides such waivers for the benefit of Landlord.

29. **BROKERAGE.** Each party warrants to the other that it has had no dealings with any broker or agent in connection with this Sublease and covenants to pay, hold harmless and indemnify the other party from and against any and all costs (including reasonable attorneys' fees), expense or liability for any compensation, commissions and charges claimed by any broker or other agent with respect to this Sublease or the negotiation thereof on behalf of such party.

30. **FORCE MAJEURE.** Landlord shall not be deemed in default with respect to any of the terms, covenants and conditions of this Sublease on Landlord's part to be performed, if Landlord's failure to timely perform same is due in whole or in part to any strike, lockout, labor trouble (whether legal or illegal), civil disorder, failure of power, restrictive governmental laws and regulations, riots, insurrections, war, shortages, accidents, casualties, acts of God, acts caused directly by Tenant or Tenant's agents, employees and invitees or any other cause beyond the reasonable control of Landlord. This Section shall not be applicable, however, if Landlord's failure timely to perform creates a default by Landlord under the Prime Lease.

31. **ACCESS.** Tenant shall have access to the Premises during the following days/hours _____.

32. **PARKING.** Tenant shall have non-exclusive use of the parking lot serving the Building. In addition, Tenant shall have exclusive use of _____ parking _____ spaces, reasonably close to the Premises, designated by Landlord. Landlord may, from time to time and upon thirty (30) days' prior notice to Tenant, re-designate Tenant's designated parking spots.

33. **RENEWAL OPTION.** If Tenant is not then in default under the terms of this Sublease, Tenant shall have the option to extend the Sublease Term for _____ renewal periods (each such period, a "Renewal Period"), commencing upon the

expiration of the Sublease Term hereinabove, or any extension thereof, and expiring _____ years thereafter or at least one (1) day prior to the expiration or earlier termination of the Term of the Prime Lease, whichever happens first. Each such option to extend must be exercised by written notice to Landlord no later than eight (8) months prior to the then scheduled expiration of the Sublease Term, or any extension thereof. Time shall be of the essence with respect to such notice from Tenant. Base Rent during each Renewal Period shall be in an amount equal to the fair market rental value for space of comparable size and quality and with similar or equivalent improvements as are found in the Building and not less than the amount of Base Rent due and payable for the year immediately preceding. Landlord shall determine the amount of the Base Rent for the Renewal Period within sixty (60) days of Tenant's exercise of a renewal option. Unless otherwise agreed in writing by Landlord and Tenant, all other provisions of this Sublease shall continue in full force and effect during any extension of the Sublease Term.

34. SIGNAGE. Tenant may affix or place any sign, advertisement or notice to or upon the Leased Premises upon Landlord's and Prime Landlord's prior written consent, such consent not to be unreasonably withheld. There shall be no advertising or donor plaques of (a) alcoholic beverages; (b) tobacco products; (c) obscene or overtly sexual subject matter; (d) adult video/book/novelty stores; (e) massage parlors or sexually oriented escort services; (f) casinos and/or any material related to gambling, with the exception of Foxwoods and Mohegan Sun Casinos, and/or (f) firearms or firearm related products;

35. RIGHT OF FIRST OFFER. If at any time during the Term of this Lease any rentable space immediately adjacent to the Premises shall become available for lease, other than to any existing tenant(s) or a person or entity any existing tenant(s) may be trying to sell their business or space to, then Landlord shall submit written notice thereof to Tenant. Upon receipt of the aforesaid notice from Landlord, Tenant shall have the right (the "Right of First Offer"), to notify Landlord, in writing, at any time within ten (10) days from the date of such notice, to offer to lease said space. In the event Tenant shall provide such notice, then Landlord and Tenant shall enter into negotiations for the terms of the leasing of such space. In the event Landlord and Tenant are not able to reach an agreement upon the terms of the leasing of such space and enter into a lease for the same or an amendment to this Lease incorporating such space within thirty (30) days from the date of Tenant's written notice, then this Right of First Offer shall terminate and Landlord shall be free to lease such space to any other party upon such terms as are acceptable to Landlord in its sole discretion.

36. COUNTERPARTS. This Sublease may be executed in any number of counterparts, each of which shall be deemed to be an original, and all such counterparts shall constitute one agreement.

37. ENTIRE AGREEMENT. This Sublease sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements.

38. SUCCESSION. The provisions hereof shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

39. GOVERNING LAW AND VENUE. This Sublease shall be governed in all respects by the laws of the State of Connecticut without regard to the conflict of law provisions thereof. Any action arising out of the terms of this agreement shall be brought in either the State Superior Court in Stamford, Connecticut, or the Federal District Court in Bridgeport, Connecticut.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.

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

LANDLORD:

DOMUS KIDS, INC.

Witness:

By _____
Name:
Its:

Witness:

TENANT:

Witness:

By _____
Name:
Its:

Witness:

SUBLEASE EXHIBIT A
(FLOOR PLAN)

SUBLEASE EXHIBIT B
(PRIME LANDLORD CONSENT)

Prime Landlord hereby consents to the foregoing Sublease subject to the following terms and conditions:

1. Sublease Documentation. This Consent shall not be assignable. This Consent relates solely to the Sublease between Landlord and Tenant as defined above.
2. Scope of Consent. Except as otherwise expressly provided in this Consent, nothing herein or in the Sublease above 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 Sublease shall: constitute approval or ratification by Prime Landlord of any of the provisions of the Sublease or any other agreement relating thereto (other than the actual subleasing of the Premises to Tenant from Landlord); or constitute a warranty, representation or covenant on behalf of Prime Landlord; or waive or release Landlord or any party claiming by, under or through Landlord (including, without limitation, Tenant) from any of Landlord'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 Landlord under the Prime Lease; or be construed as an acknowledgement of any obligation of Prime 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. Prime Landlord makes no warranty or representation of any kind in connection with the Sublease or this Consent, and Prime Landlord takes no position as to whether any of the warranties or representations made by Landlord or Tenant under the Sublease are true or accurate.
3. Liability of Landlord; Sublease Rents. Notwithstanding the Sublease hereby consented to, Landlord 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 Landlord 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 Landlord, Tenant or any party claiming by, under or through either). Prime Landlord

shall be under no obligation to collect rent from the Tenant. Prime Landlord shall not be obligated to furnish any services or materials with respect to the Subleased Premises, except to the extent required for the Premises under the terms of the Prime Lease. If Prime Landlord performs any services at Tenant's request and with Landlord's consent, and Tenant fails to pay Prime Landlord for same as and when due, then Landlord shall pay such amounts as Additional Rent under the Prime Lease. In connection with such services, if Prime Landlord shall notify Tenant to make any payment directly to Prime Landlord, then Tenant shall do so and same shall not create any privity of contract with Prime Landlord or any right of Tenant under the Prime Lease. Any and all acts or omissions of Landlord or Tenant or any parties claiming by, under or through Landlord or Tenant 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 Landlord 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 Sublease or Prime Lease, Landlord and Tenant hereby agree, that following any breach or default of Landlord under the Prime Lease beyond any applicable notice and grace periods, Prime Landlord reserves the right, at its option, to collect Tenant's rents and payments due and payable under the Sublease directly from Tenant. Prime Landlord shall exercise such election by written notice to Tenant, and Landlord and Tenant hereby agree that Tenant thereupon and thereafter shall make all future rent and other payments under the Sublease directly to Prime Landlord, until otherwise directed by Prime Landlord in writing. Landlord hereby irrevocably authorizes and directs Tenant to comply with any such election from Prime Landlord, without the necessity of any further consent or direction from Landlord and notwithstanding any contrary instructions that Landlord may give.

4. Subordination. The Sublease 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 Landlord and Tenant 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 Sublease.

5. No Consent; Amendments to Sublease. This Consent shall not be deemed or construed as a consent by Prime Landlord to, or as permitting, any amendment of the Sublease or any further subletting or assignment or transfer by Landlord or any parties claiming by, under or through Landlord (including, without limitation, Tenant). No amendment to the Sublease 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 Sublease. In

no event shall any amendment to the Sublease affect or modify the Prime Lease in any respect.

6. Expiration; Condition of Subleased Premises at Term End; Holdover. Notwithstanding anything to the contrary contained in the Sublease, the term of the Sublease 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 Subleased Premises. On the expiration or earlier termination of the Subleased term, Tenant shall quit and surrender the Subleased Premises vacant, broom clean, in good order and condition, ordinary wear and tear and damage for which Tenant is not responsible under the terms of the Sublease or the Prime Lease excepted, and otherwise in compliance with Landlord's obligations under the use clause of the Prime Lease and in compliance with Landlord's obligations under the applicable rules and regulations applicable to the Complex, if any, as same may be revised by Prime Landlord from time to time as permitted under the Prime Lease. If Tenant shall continue in possession of any portion of the Subleased 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. Landlord shall immediately and vigorously pursue against Tenant all rights and remedies available to Landlord under the Sublease, or at law or in equity, in order to cure any such holdover.

7. 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 Sublease, shall be deemed or construed to create any privity of contract or landlord-tenant relationship between Prime Landlord and Tenant. If the Prime Lease terminates or expires for any reason before the expiration or termination of the Sublease, then the Tenant shall be deemed to have terminated one (1) day prior to such expiration or termination of the Prime Lease, and Tenant shall immediately vacate and surrender the Subleased Premises; except Prime Landlord shall have the right, at Prime Landlord's option and upon its written demand to Tenant, to have Tenant attorn to Prime Landlord for the then remaining term of the Sublease, such attornment to be upon all of the terms set forth in the Sublease. In no event, however, shall any such attornment cause Prime Landlord to be: (a) liable for any acts or omissions of Landlord; (b) subject to any offsets or defenses which Tenant had or might have against Landlord; (c) bound by any rent or other payment made by Tenant to Landlord in advance; or (d) bound by any amendment to the Sublease not consented to in writing by Prime Landlord. Tenant 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 this Paragraph shall be self-operative and shall apply notwithstanding any contrary claim that the Tenant may have been merged or extinguished upon the sooner expiration or termination of the Prime Lease.

8. Ratification. By Landlord and Tenant executing the Sublease, 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 Landlord's and Tenant's acceptance of the terms and conditions contained herein.

9. Insurance. Tenant shall, at all times during the term of the Sublease, maintain those policies of insurance as set forth in the Sublease. Such policies shall name Prime Landlord and Prime Landlord's employees, officers and agents as additional insured(s) as their interests may appear.

10. Indemnity. Landlord and Tenant 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 Sublease; and (b) any property damage, personal injury, lien, claim, liability, cost or expense resulting from any alterations made by or on behalf of Tenant; and (c) Tenant's actions, omissions, use and/or occupancy of, and access to/egress from, the Subleased Premises. This indemnity shall survive the expiration or sooner termination of the Sublease and Prime Lease, respectively.

11. Conflicts. In the event of any inconsistency between the terms of this Consent and the terms of the Sublease, 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.

12. Effectiveness; Execution. Notwithstanding anything to the contrary contained herein, nothing herein or otherwise shall be deemed a consent by Prime Landlord to the Sublease unless and until Prime Landlord, Landlord and Tenant 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 Sublease and this Consent signed by Landlord and Tenant; and (b) all insurance certificates of Landlord and Tenant required under this Consent and/or the Prime Lease or Sublease. 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.

13. Notices. Tenant shall simultaneously deliver a copy to Prime Landlord of any default notices sent to Landlord and Landlord shall simultaneously deliver a copy to Prime Landlord of any default notices sent to Tenant, personally or by United States registered or certified mail (or reputable commercial overnight courier service), postage pre-paid, return-receipt requested, to the Notice addresses set forth in the Sublease. 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.

14. Representations. Landlord and Tenant each hereby warrants, represents, and covenants that : (a) Tenant's use of the Subleased Premises is not prohibited under any applicable terms of the Prime Lease; and (b) no broker, realtor, agent or finder was involved in any way in connection with the Sublease.

15. 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 without regard to the conflict of law provision(s) thereof. 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, the parties have executed this Prime Landlord Consent as follows:

**LANDLORD:
DOMUS KIDS, INC.**

Witness:

By _____/_____
Name: _____ Date
Its: _____

Witness:

TENANT:

Witness:

By _____/_____
Name: _____ Date
Its: _____

Witness:

**PRIME LANDLORD:
CITY OF STAMFORD**

Witness:

By _____/_____
Name: _____ Date
Its Mayor

Witness:

Approved as to Insurance Requirements:

Approved as to Form:

_____/_____
David Villalva Date
Risk Manager

_____/_____
Chris Dellaselva Date
Assistant Corporation Counsel