

**SECOND AMENDMENT OF LEASE AGREEMENT BY AND BETWEEN THE
CITY OF STAMFORD AND
ZODY'S 19th HOLE, LLC**

THIS SECOND AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE CITY OF STAMFORD AND ZODY'S 19th HOLE, LLC ("Second Amendment") is made as of this _____ day of _____, 2021, by and between the **CITY OF STAMFORD**, a municipal corporation organized and existing under the laws of the State of Connecticut, acting herein by David R. Martin, its duly-authorized Mayor (hereinafter sometimes alternatively referred to as "The City"), and **ZODY'S 19th HOLE, LLC**, a Limited Liability Company organized and existing under the laws of the State of Connecticut acting herein by Teresa Zohdy, its duly-authorized Managing Member (hereinafter sometimes alternatively referred to as "Zody's").

RECITALS

WHEREAS, The City and The Fore Seasons Restaurant, LLC, (the "Original Tenant") entered into a Lease Agreement, dated October 10, 2004, (the "Original Lease"), whereby The City leased to the Original Tenant the buildings and portions of the premises located at the E. Gaynor Brennan Golf Course in Stamford, Connecticut, as further described in paragraph 1.b. of the Original Lease (the "Demised Premises"), a copy of which is attached hereto and made a part hereof as Exhibit A, for the purpose(s) of operating restaurant concessions therein and thereon;

WHEREAS, the Original Lease was assigned and amended pursuant to an Assignment and Amendment of Lease Agreement by and between The City, Mohamed Zohdy, Teresa Zohdy and Zody's 19th Hole, LLC dated as of the 19th day of March, 2014 (the "Assignment and First Amendment"), a copy of which is attached hereto and made a part hereof as Exhibit B. (Together, the Original Lease and the Assignment and First Amendment are collectively referred to hereafter as the ("Amended Lease");

WHEREAS, Zody's intends to expand and make certain improvements to the Demised Premises at its own expense, estimated at approximately \$125,153.70 by Pimpinella Construction Co., Inc., as set forth in more detail in: Exhibit C – Itemized Construction Proposal; Exhibit D – Improvement Location Map; and Exhibit E – Plans for New Dining Patio; all attached hereto and made a part hereof, and The City is mutually desirous of the intended improvements and willing to lease certain additional premises to Zody's, on and subject to the terms set forth herein;

WHEREAS, Zody's seeks an extension of the Term of the Amended Lease in consideration of the intended improvements;

WHEREAS, The parties seek to amend the Rent Schedule and the way Rent is calculated by annually adjusting the Rent up or down with increases or decreases in the Consumer Price Index (CPI), beginning July 1, 2026; and

WHEREAS, The City and Zody's desire to modify and amend the Amended Lease only in the respects and on the conditions hereinafter stated.

NOW THEREFORE, in consideration of the foregoing recitals, which are true and correct and are incorporated into this Second Amendment as if set forth herein at length, the covenants and conditions set forth herein, one (\$1.00) dollar and other valuable consideration, the receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree that the Amended Lease shall be assigned and amended as follows:

1. Undefined Capitalized Terms. Unless otherwise defined herein, including the introductory paragraph, all capitalized terms used in this Second Amendment shall have the definitions ascribed to them in the Original Lease;
2. Management. It is understood by the parties hereto that that The City has an interest in proper and effective management of the demised premises and the restaurant concessions operated therein (the "Restaurant") and thereon and that such management is considered part of the valuable consideration of and for this Second Amendment. Accordingly, neither a cumulative majority of the ownership nor management of Zody's shall be transferred, sold or changed in any way, in whole or in part, without a request for such change by Zody's to the City in writing and written approval by the City's Director of Operations. Approval for such change shall not be unreasonably withheld, conditioned or delayed by the City and it is specifically agreed that the death of or serious mental and/or physical health condition impacting Mohamed Zohdy while he is a member of Zody's is a reasonable basis for such a request. If the basis of such a request is such a condition and the same is disputed by The City then The City and Zody's shall mutually agree to appoint a licensed medical doctor to determine whether Mohamed Zohdy is unable to regularly perform his ordinary duties for and on behalf of Zody's. The expense of such determination shall be borne equally by The City and Zody's and such determination as to that condition of Mohamed Zohdy shall be final and conclusive. If Mohamed Zohdy ceases acting as a manager of the Restaurant, the Restaurant shall employ a supervising manager with at least five (5) years of restaurant management experience in the New York Metropolitan area. Any such change made without the written approval of the City shall be considered a default of the terms of this Second Amendment;
3. Additional Premises. Zody's shall perform, beginning subsequent to the execution of this Second Amendment, beyond all applicable appeal periods including, but not limited to, any appeal of the City's Zoning Enforcement Officer related to Building and Zoning permits for the contemplated construction, certain Improvements, as further set forth in the Improvement Location Map, dated March 11, 2021, and attached hereto and made a part hereof as Exhibit D, and the 14-page plans in regard to the New Dining Patio, and attached hereto and made a part hereof as Exhibit E (hereinafter "Additional Premises"), within ninety (90) days. Should Zody's fail to commence and complete said Improvements in a

timely and workmanlike manner, The City may, at its sole discretion, void this Second Amendment in its entirety;

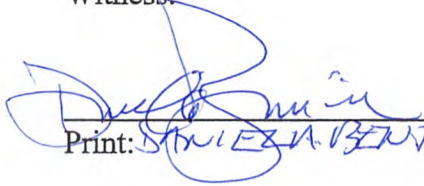
4. Compliance; City Approval. Construction of the Improvements contemplated in the Additional Premises as set forth above shall comply with all federal, state, and City of Stamford laws, ordinances, rules, and regulations. Zody's shall submit plans to all required City of Stamford officials and must receive the express written permission of such officials (the "City Approval") prior to the commencement of construction of said Improvements. Should Zody's be denied City Approval, Zody's may, at its sole discretion, void this Second Amendment in its entirety;
5. Demised Premises. Paragraph 1.b. of the Amended Lease is hereby amended to provide that the Demised Premises shall consist of the existing Demised Premises together with the Additional Premises for the Extended Term as set forth below;
6. Extended Term. Paragraph 1.a. of the Amended Lease is hereby amended to provide that the Term of the Lease shall be the Extended Term. The "Extended Term" shall commence upon the final approval of this Second Amendment and shall end on June 30, 2031. Provided Zody's is not in default of the terms and conditions of this Second Amendment, it shall further have an option to extend the Extended Term to June 30, 2036. To exercise this option, Zody's must inform The City in writing of its intention by January 1, 2031;
7. Use. Nothing in this Second Amendment shall alter the authorized use of the Demised Premises, before or after the intended Improvements, by Zody's and Zody's shall be considered the "Concessionaire" as the term is used in the Original Lease and further shall hereby be the exclusive concessionaire and provider of alcoholic beverages to be consumed at the The City's E. Gaynor Brennan Golf Course for so long as Zody's provides concessionaire services and alcoholic beverages, including, but not limited to, service of breakfast, lunch and dinner, during all normal business hours of the E. Gaynor Brennan Golf Course;
8. Rent. Commencing subsequent to the date of execution of this Second Amendment, Zody's shall pay The City rent in the amount of Eighty-Six Thousand Dollars (\$86,000.00) per Fiscal Year for the first five years. Zody's shall thereafter pay the City an amount equal to the previous year's rent, plus or minus the increase or decrease in the Consumer Price Index for each year thereafter, as more fully set forth in the Rent Schedule attached hereto and made a part hereof as Exhibit F, which shall be adjusted in accordance with the terms set forth herein upon final approval of this Second Amendment;
9. Performance and Payment of Obligations (Improvements). To ensure the performance and payment of its obligations related to the Improvements contemplated in the Additional Premises as set for the above, Zody's shall furnish surety bonds from a licensed surety in the State of Connecticut and acceptable to the City of Stamford. Said surety bonds shall be for the faithful and proper

performance of all persons/corporations performing work towards the acceptable completion of the Improvements contemplated in the Additional Premises as set forth above. The performance bond shall contain a maintenance period of not less than twelve (12) months following acceptance of the work by the City. The cost of all such required surety bonds shall be borne entirely by Zody's. Said surety bonds shall be provided no later than Fifteen (15) Calendar Days from the final approval of this Second Amendment. The performance and payment bonds must both be underwritten by an insurance company licensed to do business in the State of Connecticut and currently listed in the Department of Treasury's Treasury Listing of approved Sureties (Most Recent Circular) and rated B+ or better by A. M. Best in the full stipulated amount of the contract. Alternatively, Zody's may furnish a cash deposit of (\$126,000.00) or an Irrevocable Letter of Credit in that, same amount and per the terms and conditions as set forth in Paragraph 4.2. of the Amended Lease;

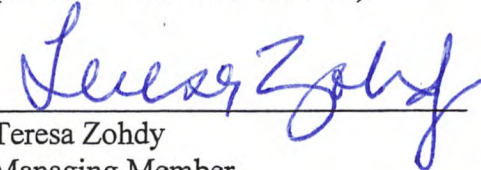
10. Insurance. Zody's shall maintain at all times during the Extended Term and provide The City with Certificates of insurance coverage as set forth in The City's Insurance Requirements attached hereto and made a part hereof as Exhibit G and as may be reasonably changed from time to time by The City's Risk Manager;
11. Approval of City Boards. This Second Amendment is subject to the approval of the Park and Recreation Commission, the Golf Commission, Planning Board, Board of Finance, and Board of Representatives;
12. Conflict/Ratification. Except as amended herein, the Amended Lease shall remain in full force and effect and the parties hereto ratify, acknowledge and affirm the Amended Lease. In the event of any conflicts or inconsistencies between the provisions of the Amended Lease and the provisions of this Second Amendment, the provisions of this Second Amendment shall control; and
13. Successors and Assigns. 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.

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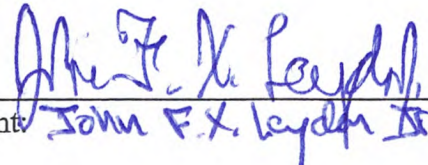
Witness:


Print: SHULEZA BENJAMIN

ZODY'S 19TH HOLE, LLC:
(CT Business ID # 0960761)


Teresa Zohdy
Managing Member

Witness:

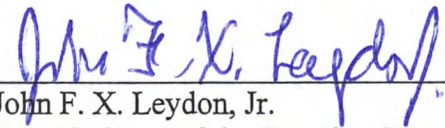

Print: John F. X. Leydon, Jr.

STATE OF CONNECTICUT }

} ss: Stamford

COUNTY OF FAIRFIELD }

On this 31st day of March, 2021, before me personally appeared Teresa Zohdy a/k/a Teresa Zohdi, to me known to be the person described herein, who executed the foregoing and acknowledged that she executed the same of her own free will, act and deed on behalf of herself and Zody's 19th Hole, LLC.


John F. X. Leydon, Jr.
Commissioner of the Superior Court /