

**ASSIGNMENT AND AMENDMENT OF LEASE AGREEMENT BY AND**  
**BETWEEN THE CITY OF STAMFORD AND**  
**MOHAMED AND TERESA ZOHDI**

THIS ASSIGNMENT OF AND AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE CITY OF STAMFORD AND MICHAEL AND TERESA ZOHDI (Assignment and Amendment) is made as of this 19<sup>th</sup> day of March, 2014, 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"), **Mohamed Zohdy**, a natural person residing at 77 Circle Drive, Greenwich, Connecticut, **Teresa Zohdy**, a natural person residing at 77 Circle Drive, Greenwich, Connecticut, (hereinafter sometimes alternatively referred to collectively as the "Current Tenants") and **ZODY'S 19<sup>th</sup> 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 as Exhibit A, for the purpose(s) of operating restaurant concessions therein and thereon;

**WHEREAS**, at some point prior to December 30, 2008, the Original Tenant filed for bankruptcy protection and/or relief in the United States Bankruptcy Court, District of Connecticut, and, on December 30, 2008, said Court, Shiff, J., entered an order, a copy of which is attached hereto as Exhibit B, authorizing the assignment of the Original Lease by the Original Tenant to the Current Tenants, Michael and Teresa Zohdi;

**WHEREAS**, the Original Lease was assigned by the Original Tenant to the Current Tenants by way of a Quitclaim Bill of Sale and Assignment of Lease dated January 13, 2009, a copy of which is attached hereto as Exhibit C;

**WHEREAS**, Mohamed Zohdy is one and the same person as Michael Zohdi, as referenced in the aforementioned bankruptcy order, and Mike Zohdy, as referenced in the aforementioned Quitclaim Bill of Sale;

**WHEREAS**, Teresa Zohdy is one and the same person as Teresa Zohdi, as referenced in the aforementioned bankruptcy order;

**WHEREAS**, the Current Tenants now wish to assign the Lease Agreement to Zody's 19<sup>th</sup> Hole, LLC, a Limited Liability Company organized and existing under the laws of the State of Connecticut;

**WHEREAS**, Zody's intends to expand and make certain improvements to the Demised Premises at its own expense, estimated at approximately \$250,000.00 by Pimpinella Construction Co., Inc., as set forth in more detail in Exhibit D attached hereto, 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 Original Lease in consideration of the intended improvements; and

**WHEREAS**, The City and Zody's desire to modify and amend the Original 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 Assignment and 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 Original 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 Assignment and Amendment shall have the definitions ascribed to them in the Original Lease;
2. **Assignment**. The Original Lease shall hereby be assigned by the Current Tenants, Mohamed and Teresa Zohdy to Zody's 19<sup>th</sup> Hole, LLC. The Current Tenants shall, as of the date of final approval of this Assignment, be released of all future obligations of the Original Lease, but shall remain personally responsible for all obligations of the Original Lease predating the final approval of this Assignment. Zody's shall be responsible for and bound by the terms of the Original Lease and the amendments contained herein, beginning on the date of final approval of this Assignment;
3. **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 and thereon and that such management is considered part of the valuable consideration of and for this Assignment. 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. Any such change made without the written approval of the City shall be considered a default of the terms of this Assignment and Amendment;

4. **Additional Premises.** Zody's shall perform, beginning in the first full month of January following final approval of this Assignment and 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 Plot Plan, dated May 16, 2013, and attached hereto as Exhibit E, and the 5-page plan of Alterations and Additions, dated September 14, 2012, and attached hereto as Exhibit F (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 Assignment and Amendment in its entirety;
5. **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 Assignment and Amendment in its entirety;
6. **Demised Premises.** Paragraph 1.b. of the Original 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;
7. **Extended Term.** Paragraph 1.a. of the Original 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 Assignment and 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 Improvements as contemplated in the Additional Premises as set forth above, and shall end on December 31, 2023. Zody's shall further have an option to extend the Extended Term to December 31, 2028. To exercise this option Zody's must inform The City in writing of its intention by July 1, 2023;
8. **Use.** Nothing in this Assignment and 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 at the The City's E. Gaynor Brennan Golf Course for so long as Zody's provides concessionaire services, including, but not limited to, service of breakfast, lunch and dinner, during all normal business hours of the E. Gaynor Brennan Golf Course;
9. **Parking Attendant.** The Concessionaire shall provide a parking attendant in order to maximize the use of the gravel parking lot for any non-golfing parties,

having a cumulative total of one hundred (100) guests or more, starting before 3:00 p.m. on Saturdays or Sundays, from May 1<sup>st</sup> through September 30<sup>th</sup>;

10. Rent. Commencing on the date of final approval of this Assignment and Amendment, Zody's shall pay The City rent in the amount of Seventy Five Thousand (\$75,000.00) Dollars per Fiscal Year for the first five years. Zody's shall pay the City Seventy Five Thousand (\$75,000.00) Dollars plus a compounded increase of 3% per year for each year thereafter as more fully set forth in the Rent Schedule attached hereto as Exhibit G, which shall be adjusted in accordance with the terms set forth herein upon final approval of this Assignment and Amendment;
11. Performance and Payment of Obligations (Other Than Improvements). Zody's has provided The City with a Twenty Five Thousand (\$25,000.00) Dollar cash deposit, the receipt of which is hereby acknowledged and affirmed, to ensure its performance and payment obligations under the terms of this Assignment and Amendment and the Original Lease, whichever the case may be, not related to the Improvements contemplated in the Additional Premises as set forth above;
12. 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 Assignment and 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 Two Hundred Fifty Thousand (\$250,000.00) Dollars 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 Original Lease;
13. 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 as Exhibit H and as may be reasonably changed from time to time by The City's Risk Manager;
14. Approval of City Boards. This Assignment and Amendment is subject to the approval of the Park and Recreation Commission, the Golf Commission, Planning Board, Board of Finance, and Board of Representatives;

15. Conflict/Ratification. Except as amended herein, the Original Lease shall remain in full force and effect and the parties hereto ratify, acknowledge and affirm the Original Lease. In the event of any conflicts or inconsistencies between the provisions of the Original Lease and the provisions of this Assignment and Amendment, the provisions of this Assignment and Amendment shall control; and
16. 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.

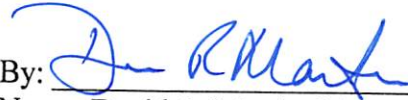
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IN WITNESS WHEREOF, The City, the Current Tenants and Zody's, LLC, have hereunto caused to be set their hands and seals as of the day and year first above written.

Witness:

  
Print: V. PANKOSKY

**LANDLORD:  
CITY OF STAMFORD**

By:   
Name: David R. Martin, Mayor

Witness:


  
Print: M. WOLGAN

STATE OF CONNECTICUT }


} ss: Stamford

COUNTY OF FAIRFIELD }

On this 19<sup>th</sup> day of March, 2014, before me personally appeared David R. Martin, to me known to be the Mayor of Stamford, CT, who executed the foregoing and acknowledged that he executed the same of his own free will, act and deed on behalf of himself and The City of Stamford.

  
Print: Chris Dellaselva  
Commissioner of the Superior Court / Notary  
My Commission Expires: N/A

**Approved as to insurance requirements:**

  
Name: Ann Mones  
City of Stamford Risk Manager

**Approved as to form:**

  
Name: Chris Dellaselva  
Stamford Assistant Corporation Counsel

Witness:

*[Handwritten Signature]*

Print: Chris Dellascova

**CURRENT TENANT:**

*Mohamed Zohdy a/k/a Michael Zohdy  
a/k/a Michael Zohdi*

Mohamed Zohdy a/k/a Michael  
Zohdy a/k/a Michael Zohdi

Witness:

*[Handwritten Signature]*

Print: John F.X. Lepden Jr.

STATE OF CONNECTICUT }

} ss: Stamford

COUNTY OF FAIRFIELD }

On this 23<sup>rd</sup> day of January, 2014, before me personally appeared Mohamed Zohdy a/k/a Michael Zohdy a/k/a Michael Zohdi, to me known to be the person described herein, who executed the foregoing and acknowledged that he executed the same of his own free will, act and deed.

*[Handwritten Signature]*  
Print: John F.X. Lepden Jr.  
Commissioner of the Superior Court / Notary  
My Commission Expires: \_\_\_\_\_

Witness:

**CURRENT TENANT:**

Michael P. Daly  
Print: Michael P. DALY

Teresa Zohdy a/k/a Teresa Zohdi  
Teresa Zohdy a/k/a Teresa Zohdi

Witness:

John F. X. Keenan Jr.  
Print: John F. X. Keenan Jr.

STATE OF CONNECTICUT }

} ss: Stamford

COUNTY OF FAIRFIELD }

On this 24<sup>th</sup> day of January, 2014, 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.

John F. X. Keenan Jr.  
Print: John F. X. Keenan Jr.  
Commissioner of the Superior Court / Notary  
My Commission Expires: \_\_\_\_\_



Witness:

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

Michael P. Daly  
Print: MICHAEL P. DALY

Teresa Zohdy  
Teresa Zohdy  
Managing Member

Witness:

John F. X. Lepore  
Print: JOHN F. X. LEPORE

STATE OF CONNECTICUT }

} ss: Stamford

COUNTY OF FAIRFIELD }

On this 24<sup>th</sup> day of January, 2014, 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 19<sup>th</sup> Hole, LLC.

John F. X. Lepore  
Print: JOHN F. X. LEPORE  
Commissioner of the Superior Court / Notary  
My Commission Expires: \_\_\_\_\_

# EXHIBIT A

(ORIGINAL LEASE BETWEEN COS & THE FORE SEASONS RESTAURANT)



A G R E E M E N T

THIS AGREEMENT made the 10<sup>th</sup> day of OCT, 2004, by and between the CITY OF STAMFORD, a municipal corporation in the State of Connecticut, hereinafter referred to as "the City", acting herein by Dannel P. Malloy, its Mayor, duly authorized, and THE FORE SEASONS RESTAURANT, LLC, hereinafter referred to as "the Concessionaire", acting herein by Brendan Brady, Member.

WHEREAS, the City issued Request for Qualifications #297, attached hereto as Exhibit A and made a part hereof, for a Restaurant Concession at the E. G. Brennan Golf Course (hereinafter referred to as "the Demised Premises"); and,

WHEREAS, the Concessionaire submitted a response to the City's Request for Qualifications; and

WHEREAS, the City has determined that the Concessionaire is best qualified to provide services at the restaurant concession at the E. G. Brennan Golf Course; and

WHEREAS, the parties wish to set forth the terms and conditions under which the Concessionaire will operate the restaurant;

NOW, THEREFORE, the parties do hereby covenant, agree and contract as follows:

1. Term; Demised Premises

a. Term. The Agreement between the parties shall be for a term of ten (10) years, commencing upon the effective date of this Agreement. "Effective Date" shall mean the tenth day following the execution of this Agreement by both parties and final approval of this Agreement by all necessary City Boards and Commissions. Upon the mutual agreement of the parties, this Agreement may be extended for a period of five years, commencing upon the termination of the original term of this Agreement as set forth above. The terms and conditions of such extension shall be mutually agreed upon by the parties. In the event that the parties are unable to agree upon such terms and conditions, the matter shall be submitted to binding arbitration before the East Hartford, Connecticut Regional Office of the American Arbitration Association.

b. The Demised Premises. "The Demised Premises" shall mean the main building at the E. Gaynor Brennan Golf

Course, Stamford, Connecticut, the snackbar at 10<sup>th</sup> Hole, the patio adjacent to the main building, an area adjacent to the main building sufficient to allow for the renovations contemplated in this Agreement, including the extension of the kitchen, an area to house trash cans and three (3) dumpsters, all of which the Concessionaire shall have exclusive use, together with the non-exclusive use of the parking lots adjacent to the E. Gaynor Brennan Golf Course.

## 2. Consideration

a. From the Effective Date of this Agreement until June 30, 2007, in lieu of making rental payments, the Concessionaire shall make renovations to the Demised Premises of the restaurant at the E. G. Brennan Golf Course on the basis set forth herein.

b. Renovations shall be made in accordance with the plans and specifications set forth in Exhibit A, based upon blueprints provided by the City to the Concessionaire.

c. The following renovations to the Demised Premises shall be made by the Concessionaire during the first three years of the contract term:

1. PHASE I, to be completed no later than seventy-five (75) days after the effective date of this Agreement, or as provided in Paragraph 4 below:

- A. Replacement of flooring system and associated supports in existing kitchen areas. All equipment must be removed and equipment which does not meet Health Department standards must be replaced.
- B. Repairs and renovations to bar and back bar, and associated equipment. Replacement of flooring system and associated support in the bar and back bar areas. All equipment must be removed and equipment which does not meet Health Department standards must be replaced.
- C. Refinishing of existing public bathrooms, including painting and refinishing, as needed, and performance of general repairs.

2. PHASE II, to be completed no later than one hundred thirty-five (135) days after the effective date of this Agreement, or as provided in Paragraph 4 below:

A. Repair or replacement of air conditioning system for the entire premises.

3. PHASE III, to be commenced no sooner than November 1, 2004 and to be completed no later than February 28, 2005, or as provided in Paragraph 4 below:

A. The complete replacement of bathrooms, kitchen and storage areas, to meet the licensed seating capacity, including all associated plumbing, HVAC, and kitchen and food storage equipment, fire suppression systems, and bathroom fixtures. This work may be permitted as modular construction. The Concessionaire is responsible for restoration of the site. Replacement of bathrooms shall be done in compliance with all handicapped accessibility requirements.

4. The Concessionaire, at its option, may accelerate the completion of Phase I, Phase II, and/or Phase III into a period of 120 days following the Effective Date of this Agreement, provided that the Concessionaire must receive a written acknowledgement from the City Engineer that a prior phase has been completed sufficiently to commencing work on any subsequent phase.

5. The Concessionaire shall perform any other repairs or renovations to the Demised Premises which are reasonably requested by the City Engineer, to a maximum cumulative/value of \$50,000.00.

d. All renovations, additions and repairs must have the required permits and must meet State and Local Building and Health Codes.

e. The Concessionaire shall submit to the City Engineer plans and specifications which have been prepared by a licensed architect/engineer. The Concessionaire must receive the written approval of the City Engineer prior to performing any renovation. The Concessionaire shall submit

to the City Engineer a site plan for the placement of modular units, if any.

f. The Concessionaire acknowledges that the plans attached to the City's Request for Proposal conceptually demonstrate the renovations to be performed. The Concessionaire shall be responsible for producing and submitting to the City Engineer detailed drawings of all renovations to be performed. The Concessionaire shall additionally provide the City Engineer with a written document setting forth the phasing of work in detail; said document shall be updated periodically, as required by the City Engineer in his sole discretion.

g. The Concessionaire agrees to use all reasonable efforts to ensure that the renovation work which it performs shall not interfere with the operation of the golf course and, subsequent to 120 days following the effective date of this Agreement, shall not cause a cessation of the operations of the restaurant.

h. For the purposes of this Agreement, the term "Fiscal Year" shall mean a period commencing on July 1 and terminating on June 30 of any year.

Effective July 1, 2007, the Concessionaire shall pay the City rent for the Fiscal Year 2007-2008 in the amount of Thirty Thousand Dollars (\$30,000.00), payable in monthly installments.

Effective July 1, 2008, the Concessionaire shall pay the City rent for the Fiscal Year 2008-2009 in the amount of Thirty Thousand Dollars (\$30,000.00) plus the product of Thirty Thousand Dollars (\$30,000.00) and the percentage by which the Consumer Price Index for wage earners and clerical workers, NY-Northern NJ-LI, NY, NJ - CT - PA (CMSA) has increased for the calendar year 2007; however, the increase shall be no greater than five percent (5%). Payment of rent shall be in monthly installments.

Effective July 1, 2009, the Concessionaire shall pay the City rent for the Fiscal Year 2009-2010 in the amount of Sixty Thousand Dollars (\$60,000.00) plus the product of Sixty Thousand Dollars (\$60,000.00) and the percentage by which the Consumer Price Index for wage earners and clerical workers, NY-Northern NJ-LI, NY, NJ - CT - PA (CMSA) has increased for the period January 1, 2007 through December 31, 2008; however, the increase shall be no greater than five percent (5%). Payment of rent shall be in monthly installments.

Effective July 1, 2010, the Concessionaire shall pay the City rent for the Fiscal Year 2010-2011 in the amount of Sixty Thousand Dollars (\$60,000.00) plus the product of Sixty Thousand Dollars (\$60,000.00) and the percentage by which the Consumer Price Index for wage earners and clerical workers, NY-Northern NJ-LI, NY, NJ - CT - PA (CMSA) has increased for the period January 1, 2007 through December 31, 2009; however, the increase shall be no greater than five percent (5%). Payment of rent shall be in monthly installments.

Effective July 1, 2011, the Concessionaire shall pay the City rent for the Fiscal Year 2011-2012 in the amount of Sixty Thousand Dollars (\$60,000.00) plus the product of Sixty Thousand Dollars (\$60,000.00) and the percentage by which the Consumer Price Index for wage earners and clerical workers, NY-Northern NJ-LI, NY, NJ - CT - PA (CMSA) has increased for the period January 1, 2007 through December 31, 2010; however, the increase shall be no greater than five percent (5%). Payment of rent shall be in monthly installments.

Effective July 1, 2012, the Concessionaire shall pay the City rent for the Fiscal Year 2012-2013 in the amount of Seventy Five Thousand Dollars (\$75,000.00). Payment of rent shall be in monthly installments.

Effective July 1, 2013, the Concessionaire shall pay the City rent for the Fiscal Year 2013-2014 in the amount of Seventy Five Thousand Dollars (\$75,000.00) plus the product of Seventy Five Thousand Dollars (\$75,000.00) and the percentage by which the Consumer Price Index for wage earners and clerical workers, NY-Northern NJ-LI, NY, NJ - CT - PA (CMSA) has increased for the calendar year 2012; however, the increase shall be no greater than five percent (5%). Payment of rent shall be in monthly installments.

3. Insurance; Damage to or Destruction of the Demised Premises.

The Concessionaire shall provide the City with all such insurance policies as are required by Section 1.13 of Exhibit A.

In the event that the Demised Premises are partially damaged or destroyed by casualty, but not rendered untenable, the Concessionaire, shall be obligated to



repair the Demises Premises at its own cost and expense. All insurance proceeds shall be used to restore and repair the Demised Premises to its original condition.

In the event that the damage to the Demised Premises is so extensive as to render the Demised Premises untenable, the Concessionaire shall have the option to restore and repair the Demised Premises or to terminate this Agreement by written notice to the City within sixty (60) days from the date upon which the Demised Premises become untentable. In the event that the Concessionaire elects to restore and repair the Demised Premises, all insurance proceeds shall be used to restore and repair the Demised Premises to its original condition. In the event that the Concessionaire elects not to restore and repair the Demised Premises, then the City shall receive all of the insurance proceeds, provided that the City, within sixty (60) days of receipt of such proceeds, shall pay to the Concessionaire the amortized value of the improvements to the Demised Premises made by the Concessionaire. The rate of amortization shall be ten percent per year for the ten year term of this Agreement. In the event that the parties are unable to agree upon the amount due to the Concessionaire, the matter shall be submitted to binding arbitration before the East Hartford, Connecticut Regional Office of the American Arbitration Association.

With respect to all of the foregoing circumstances, the Concessionaire shall be responsible for all costs of restorations and repairs below the amount of its insurance deductible.

4.1 Irrevocable Letter of Credit for Performance and Payment of Obligations Under this Agreement (Other Than Renovation of the Premises)

a. The Concessionaire shall provide the City with a Irrevocable Letter of Credit in the amount of Fifty Thousand Dollars (\$50,000.00) drawn on a financial institution acceptable to the City of Stamford, to ensure its performance and payment obligations under the terms of this Agreement.

b. "Irrevocable letter of credit" (ILC), as used in this Agreement, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the City (the beneficiary) of a written demand therefor. Neither the financial institution nor the Concessionaire can revoke or condition the letter of credit.

c. The Concessionaire shall use the ILC in lieu of a performance bond and payment bond to ensure its performance and payment obligations under the terms of this Agreement.

d. The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand, a copy of sixty (60) days written notice to the Concessionaire of the City's intention to present said written demand based upon a breach of this Agreement or the Concessionaire's failure to perform its legally enforceable obligations under C.G.S. Section 49-41a, and the ILC (including confirmation letter, if any), and shall be issued/confirmed by an acceptable federally insured financial institution as provided in paragraph (d) of this clause, and--

As an alternative to corporate or individual sureties as security for a performance or payment bond, the Concessionaire must submit an ILC with an initial expiration date that is a minimum period of one year subsequent to the date which is ten (10) years from the "Effective Date" of the Agreement between the Concessionaire and the City of Stamford, as that term is defined in Paragraph 4 of said Agreement, [the expiration date], or any automatically extended expiration date.

The ILC shall provide that, unless the issuer provides the beneficiary written notice of non-renewal at least 60 days in advance of the current expiration date, the ILC is automatically extended without amendment for one year from the expiration date, or any future expiration date, but at a minimum, until the period of required coverage is completed and the City provides the financial institution with a written statement waiving the right to payment. The period of required coverage shall be one year following final payment, provided that if any claims are filed, the period of coverage shall terminate on the date of resolution of all claims filed against the ILC during the one-year period following final payment.

(d) Only federally insured financial institutions rated investment grade or higher shall issue or confirm the ILC. The Concessionaire shall provide the City with a credit rating that indicates the financial institution has the required rating(s) as of the date of issuance of the ILC.

(e) The following format shall be used by the issuing financial institution to create an ILC:

Issuing Financial Institution's Letterhead or Name and Address

Issue Date \_\_\_\_\_

IRREVOCABLE LETTER OF CREDIT NO. \_\_\_\_\_

Account party's name \_\_\_\_\_

Account party's address \_\_\_\_\_

For Solicitation No. \_\_\_\_\_  
(for reference only)

TO: Risk Manager  
City of Stamford  
888 Washington Boulevard  
Stamford, CT 06904

1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States \$50,000.00. This Letter of Credit is payable at [issuing financial institution's] office at [issuing financial institution's address] and expires with our close of business on that date which is ten (10) years from the "Effective Date" of the Agreement between the Concessionaire and the City of Stamford, as that term is defined in Paragraph 4 of said Agreement, or any automatically extended expiration date.

2. We hereby undertake to honor your or the transferee's sight draft(s) drawn on the issuing financial institution, for all or any part of this credit that if presented with this Letter of Credit and confirmation, if any, together with any document required pursuant to the Agreement between the Fore Seasons Restaurant, LLC, at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.

3. It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless at least 60 days prior to any expiration date, we notify you or the transferee by registered mail, or other receipted means of delivery, that we elect not to consider this Letter of Credit renewed for any such additional period. At the time we notify you, we also agree to notify the account party by the same means of delivery.

4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to

either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall only be at the written direction of the City of Stamford (the beneficiary) in a form satisfactory to the issuing financial institution.

5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 2002 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of the State of Connecticut.

6. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 calendar days after the resumption of our business.

Sincerely,

\_\_\_\_\_  
[Issuing financial institution]

(f) The following format shall be used by the financial institution to confirm an ILC:

\_\_\_\_\_  
[Confirming  
Financial Institution's Letterhead or Name and Address]

(Date) \_\_\_\_\_

Our Letter of Credit Advice Number \_\_\_\_\_

Beneficiary: City of Stamford  
888 Washington Boulevard  
Stamford, CT 06904

Issuing Financial Institution: \_\_\_\_\_

Issuing Financial Institution's LC No.: \_\_\_\_\_

Gentlemen:

1. We hereby confirm the above indicated Letter of Credit, the original of which is attached, issued by \_\_\_\_\_ [name of issuing financial institution] for drawings of up to United States Fifty Thousand Dollars/U.S. \$50,000.00, and expiring with our close of business on that date which is ten (10) years from the "Effective Date" of the Agreement between the Concessionaire and the City of Stamford, as that term is defined in Paragraph 4 of said Agreement, [the

expiration date], or any automatically extended expiration date.

2. Draft(s) drawn under the Letter of Credit and this Confirmation are payable at our office located at \_\_\_\_\_.

3. We hereby undertake to honor sight draft(s) drawn under and presented with the Letter of Credit and this Confirmation at our offices as specified herein.

4. It is a condition of this confirmation that it be deemed automatically extended without amendment for one year from the expiration date hereof, or any automatically extended expiration date, unless:

(a) At least sixty (60) days prior to any such expiration date, we shall notify the City, or the transferee and the issuing financial institution, by registered mail or other receipted means of delivery, that we elect not to consider this confirmation extended for any such additional period; or

(b) The issuing financial institution shall have exercised its right to notify you or the transferee, the account party, and ourselves, of its election not to extend the expiration date of the Letter of Credit.

5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 2002 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of the State of Connecticut.

6. If this confirmation expires during an interruption of business of this financial institution as described in Article 17 of the UCP, we specifically agree to effect payment if this credit is drawn against within 30 calendar days after the resumption of our business.

Sincerely,

---

[Confirming financial institution]

(g) The following format shall be used by the City for a sight draft to draw on the Letter of Credit:

SIGHT DRAFT

\_\_\_\_\_  
[City, State]

(Date) \_\_\_\_\_

[Name and address of financial institution]

Pay to the order of City of Stamford, the Beneficiary Agency, the sum of United States \$\_\_\_\_\_. This draft is drawn under Irrevocable Letter of Credit No. \_\_\_\_\_

\_\_\_\_\_  
City of Stamford

By: \_\_\_\_\_  
Donald R. Whitting  
Risk Manager

4.2. Irrevocable Letter of Credit for Performance and Payment of Obligations Under this Agreement (Renovation of the Premises)

a. To ensure the performance and payment of its obligations to renovate the Premises, pursuant to the requirements of Paragraph 2.c. of this Agreement, the Concessionaire shall furnish an irrevocable letter of credit (ILC) drawn on a financial institution acceptable to the City of Stamford, in the amount of Two Hundred Twenty Five Thousand Dollars (\$225,000.00); provided that the foregoing amount shall be reduced to Seventy Five Thousand Dollars (\$75,000.00) upon the issuance of the final Certificate of Occupancy required for the premises and upon the presentation by Concessionaire to the City of waivers of mechanics liens for all subcontractors who have worked on the Project and material suppliers whose products were used on the Project.

b. Said ILC shall cover the faithful and proper performance and payment of all persons/companies/corporations performing work toward the completion of the construction, renovations and repairs set forth in Paragraph 2 of this Agreement and the acceptable completion of same. The cost of all, so required ILC's, shall be borne entirely by the Concessionaire. Said ILC shall be provided as a prerequisite to the execution of this Agreement.

c. The Concessionaire shall use the ILC in lieu of a performance bond and payment bond to ensure its performance

and payment obligations for the performance and payment of its obligations to renovate the Premises, pursuant to the requirements of Paragraph 2.c. of this Agreement.

d. The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand, a copy of sixty (60) days written notice to the Concessionaire of the City's intention to present said written demand based upon a breach of this Agreement or the Concessionaire's failure to perform its legally enforceable obligations under C.G.S. Section 49-41a, and the ILC (including confirmation letter, if any), and shall be issued/confirmed by an acceptable federally insured financial institution as provided in paragraph (d) of this clause, and--

(1) As an alternative to corporate or individual sureties as security for a performance or payment bond, the Concessionaire must submit an ILC with an initial expiration date that is a minimum period of one year from the date of issuance of completion of all of the Concessionaire's obligations under Paragraph 2.c., as evidenced by the written certification of the City Engineer. The ILC shall provide that, unless the issuer provides the beneficiary written notice of non-renewal at least 60 days in advance of the current expiration date, the ILC is automatically extended without amendment for one year from the expiration date, or any future expiration date, but at a minimum, until the period of required coverage is completed and the City provides the financial institution with a written statement waiving the right to payment. The period of required coverage shall be one year following the completion of all of the Concessionaire's obligations under Paragraph 2.c., as evidenced by the written certification of the City Engineer, provided that if any claims are filed, the period of coverage shall terminate on the date of resolution of all claims filed against the ILC during the one-year period following final payment.

(d) Only federally insured financial institutions rated investment grade or higher shall issue or confirm the ILC. The Concessionaire shall provide the City with a credit rating that indicates the financial institution has the required rating(s) as of the date of issuance of the ILC.

(e) The following format shall be used by the issuing financial institution to create an ILC:

Issuing Financial Institution's Letterhead or Name and Address

Issue Date \_\_\_\_\_

IRREVOCABLE LETTER OF CREDIT NO. \_\_\_\_\_

Account party's name \_\_\_\_\_

Account party's address \_\_\_\_\_

For Solicitation No. \_\_\_\_\_  
(for reference only)

TO: Risk Manager  
City of Stamford  
888 Washington Boulevard  
Stamford, CT 06904

1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States \$225,000.00. This Letter of Credit is payable at [issuing financial institution's] office at [issuing financial institution's address] and expires one year following the completion of all of the Concessionaire's obligations under Paragraph 2.c., as evidenced by the written certification of the City Engineer or any automatically extended expiration date; provided that the foregoing amount shall be reduced to Seventy Five Thousand Dollars (\$75,000.00) upon your notifying us that of the issuance of the final Certificate of Occupancy required for the premises and that Concessionaire has presented the City with waivers of mechanics liens for all subcontractors who have worked on the Project and material suppliers whose products were used on the Project.

2. We hereby undertake to honor your or the transferee's sight draft(s) drawn on the issuing financial institution, for all or any part of this credit that if presented with this Letter of Credit and confirmation, if any, together with any document required pursuant to the Agreement between the Fore Seasons Restaurant, LLC, at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.

3. It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless at least 60 days prior to any



expiration date, we notify you or the transferee by registered mail, or other receipted means of delivery, that we elect not to consider this Letter of Credit renewed for any such additional period. At the time we notify you, we also agree to notify the account party by the same means of delivery.

4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall only be at the written direction of the City of Stamford (the beneficiary) in a form satisfactory to the issuing financial institution.

5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 2002 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of the State of Connecticut.

6. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 calendar days after the resumption of our business.

Sincerely,

\_\_\_\_\_  
[Issuing financial institution]

(f) The following format shall be used by the financial institution to confirm an ILC:

\_\_\_\_\_ [Confirming  
Financial Institution's Letterhead or Name and Address]

(Date) \_\_\_\_\_

Our Letter of Credit Advice Number \_\_\_\_\_

Beneficiary: City of Stamford  
888 Washington Boulevard  
Stamford, CT 06904

Issuing Financial Institution: \_\_\_\_\_

Issuing Financial Institution's LC No.: \_\_\_\_\_

Gentlemen:

1. We hereby confirm the above indicated Letter of Credit, the original of which is attached, issued by \_\_\_\_\_ [name of issuing financial institution] for drawings of up to United States Two Hundred Twenty Five Thousand Dollars/U.S. \$225,000.00, and expiring one year following the completion of all of the Concessionaire's obligations under Paragraph 2.c., as evidenced by the written certification of the City Engineer, [the expiration date], or any automatically extended expiration date.

2. Draft(s) drawn under the Letter of Credit and this Confirmation are payable at our office located at \_\_\_\_\_.

3. We hereby undertake to honor sight draft(s) drawn under and presented with the Letter of Credit and this Confirmation at our offices as specified herein.

4. It is a condition of this confirmation that it be deemed automatically extended without amendment for one year from the expiration date hereof, or any automatically extended expiration date, unless:

(a) At least sixty (60) days prior to any such expiration date, we shall notify the City, or the transferee and the issuing financial institution, by registered mail or other receipted means of delivery, that we elect not to consider this confirmation extended for any such additional period; or

(b) The issuing financial institution shall have exercised its right to notify you or the transferee, the account party, and ourselves, of its election not to extend the expiration date of the Letter of Credit.

5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 2002 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of the State of Connecticut.

6. If this confirmation expires during an interruption of business of this financial institution as described in Article 17 of the UCP, we specifically agree to effect payment if this credit is drawn against within 30 calendar days after the resumption of our business.

Sincerely,

---

[Confirming financial institution]

(g) The following format shall be used by the City for a sight draft to draw on the Letter of Credit:

SIGHT DRAFT

---

[City, State]

(Date) \_\_\_\_\_

[Name and address of financial institution]

Pay to the order of City of Stamford, the Beneficiary Agency, the sum of United States \$\_\_\_\_\_. This draft is drawn under Irrevocable Letter of Credit No. \_\_\_\_\_

---

City of Stamford

By: \_\_\_\_\_  
Donald R. Whitting  
Risk Manager

##### 5. Property Condition

The Concessionaire acknowledges that it has inspected the Demised Premises, is satisfied with the physical condition thereof, and agrees to accept it in its present physical condition, on an "as is" basis as of the date of occupancy, without any warranty or reliance upon oral or written representations from the City concerning the conditions of the Demised Premises or its improvements, including but not limited to structural soundness and condition of HVAC, electrical and plumbing systems. In the event any damage or changes occur to the buildings and other improvements on the Demised Premises after the date hereof, the Concessionaire agrees to accept the Demised Premises in such condition notwithstanding such damage or changes.

Neither the City nor its representatives have made any representation or warranties as to the condition of the Demised Premises on which the Concessionaire has relied, other than those expressly set forth in this Agreement.

#### 6. Indemnity

The Concessionaire assumes all risks incident to its business to be conducted under this Agreement and shall be solely responsible for all accidents or injuries of whatever nature or kind to persons or property caused by its operations and shall indemnify, defend and save harmless the City, its officers, agents and employees from any penalties for violation of any law, ordinance or regulation affecting its operations, and from any and all claims, suits, losses, damages or injuries to persons or property of any kind arising directly or indirectly out of the operation of the business, or resulting from the carelessness, negligence or improper conduct of the Concessionaire or any of its agents or employees.

The City grants Concessionaire the right of ingress and egress between the demised premises and adjacent parking lots, walkways, accessways and other areas which are not identified in the Lease and not contained within the demised premises (hereinafter collectively referred to as "the adjacent areas"), for use by Concessionaire and its employees, contractors, suppliers, servicemen, guests, patrons, and invitees. In consideration thereof, Concessionaire assumes all risks incident to its business to be conducted under this Lease and shall be solely responsible for all accidents or injuries of whatever nature or kind to Concessionaire's employees, contractors, suppliers, servicemen, guests, patrons, and invitees, or to property occurring on the adjacent areas. Concessionaire agrees that it shall extend its general liability insurance to such adjacent areas in the same dollar amounts as applies to the demised premises, and that it shall name the City of Stamford, its officers, agents, and employees as additional insureds with respect to such coverage. The Concessionaire acknowledges and agrees that the City shall not be liable to Concessionaire and its employees, contractors, suppliers, servicemen, guests, patrons, and invitees, for any injury to, or death or any of them or of any other person, or for any damage suffered on the adjacent areas, whether such injury, death or damage is due to negligence or otherwise. The Concessionaire agrees to indemnify the City, its officers, agents, and employees, from any and all claims,

suits, losses, damages or injuries to persons or property of any kind arising directly or indirectly out of the use of the adjacent areas by its employees, contractors, suppliers, servicemen, guests, patrons, and invitees.

#### 7. Termination

Notwithstanding anything in this Agreement to the contrary, the City reserves the right to terminate this Agreement by giving the Concessionaire ninety (90) days written notice to vacate in the event that the City determines that the Demised Premises are in a condition which poses a threat to the health or safety of the public, as evidenced in writing by the City's Building Official, Fire Marshall, or Health Director; provided that the Concessionaire shall be given an opportunity to cure such condition within a reasonable period of time. In such event, the Concessionaire, and its officers, agents, and employees waive any and all claims they have or may have against the City, and its officers, agents and employees as a result of the termination of this Agreement, and the Concessionaire, and its officers, agents, and employees, release the City, and its officers, agents and employees, from any liability, past, present, and future, of whatever kind or character, by reason of or growing out of or arising or existing in connection with the termination of this Agreement or any of the terms or provisions of this Agreement, or by reason of the breach, or alleged breach of this Agreement, or conduct or activity resulting in the breach or alleged breach of any of the terms or provisions of this Agreement. In the event of termination of this Agreement by the City under the terms of this provision, all rights, powers, and privileges of the Concessionaire shall cease and terminate and the Concessionaire shall vacate the Demised Premises within ninety (90) days of receipt of notice to vacate.

#### 8. Assignment

The Concessionaire shall not assign, permit, or license the use of all or any portion of the Demised Premises to any person, firm, group, or entity.

#### 9. City's Covenants

The City covenants with the Concessionaire that it has good right to enter into this Agreement with respect to the Demised Premises in the manner aforesaid.

## 10. Concessionaire's Covenants

The Concessionaire covenants with the City 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 also that the Concessionaire shall not assign this Agreement, nor use the same for any purposes except as expressly authorized herein. The Concessionaire shall keep the Demised Premises in good condition, free of debris, safely and adequately for the uses and purposes hereby authorized. The Concessionaire shall deliver the Demised Premises up to City upon the expiration or earlier termination of this Agreement in good condition, normal wear and tear excepted, and the Concessionaire shall have no right nor obligation to remove any improvements to the Demised Premises without the prior written consent of City. Likewise, any equipment, furnishings, supplies or inventory which are purchased or obtained shall become the property of City upon the expiration or sooner termination of this Agreement in good condition, normal wear and tear excepted, at the option of City.

## 11. Default

If Concessionaire should default in the providing of consideration pursuant to Paragraph 2 above or should default in the performance of or violate any provision or paragraph of this Agreement, or if the Concessionaire should assign this Agreement or otherwise dispose of the whole or any part of the Demised Premises or make any structural alterations therein without the prior written approval of the City, or shall commit waste or suffer the same to be committed on said Premises or injure or misuse the same, or if the Concessionaire 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 the Concessionaire's property shall be appointed, or if this Agreement shall by operation of law, devolve upon or pass to anyone other than the Concessionaire, then this Agreement shall thereupon, by virtue of this express stipulation expire and terminate, at the option of the City, and the City may, at any time thereafter re-enter said premises and shall have and possess all of the City'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 the City 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 Concessionaire; provided that the City shall be obligated to give the Concessionaire written notice of default by personal service or certified mail, and the Concessionaire shall be permitted to cure said default within thirty (30) days from the date upon which it is served with such notice.

12. Compliance with Laws

Concessionaire shall comply with and conform to all of the applicable laws of the Federal Government, the State of Connecticut, and any political subdivision thereof, and the Charter, Ordinances, Rules and Regulations of the City of Stamford including but not limited to Building, Fire and Health Codes, and Zoning and Planning regulations, and any costs for non-compliance or violation of same shall be solely the responsibility of the Concessionaire.

13. Access to Premises

Concessionaire shall provide City with keys and continuous access to the Demised Premises for inspection of City and/or its employees, officers and agents, throughout the term of this Agreement.

14. Repairs; Maintenance

Concessionaire shall be responsible for all structural and extraordinary repairs, and repairs to the roof and exterior walls. Concessionaire shall be otherwise responsible for the costs of operating and otherwise maintaining the entire demised premises, including the interior and the exterior of the building, including as follows:

- a. Ordinary repairs, including but not limited to plumbing, electrical, boiler, furnace, generator, heat, water, air conditioning and all other systems.
- b. Interior walls and glass, including mirrors.
- c. Refuse collection, water, sewer use, electricity, heat, air conditioning, fuel oil, gas and other utilities.
- d. Custodial services, janitorial supplies, security and service agreements.

e. Any and all other expenses of operation.

15. Books and Records.

In the event that the Concessionaire wishes to extend the term of this Agreement pursuant to Paragraph 1 hereof, the Concessionaire shall present to the City its books and records for the income and expenditures, assets and liabilities, of its use of the Demised Premises.

16. 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 Concessionaire, City, at its option, may pay the said lien provided that City reasonably determines after inquiring into the validity thereof that the lien is valid and the amount claimed is due, and Concessionaire shall forthwith reimburse City the total expenses incurred by City in discharging the said lien

17. Board and Department Approval.

The commencement of this Agreement is contingent upon the City and/or Concessionaire obtaining approval from all Boards and Departments having jurisdiction over the use or leasing of said premises in the manner provided for in this Lease, including any land use or health agencies.

18. Notices.

All notices and demands, legal or otherwise, incidental to this Agreement, or the occupation of the Demised Premises, shall be in writing. If the City or its agents desires to give or serve upon the Concessionaire any notice or demand, it shall be sufficient to send a copy thereof by certified or registered mail, addressed to the Concessionaire at the Demised Premises. All such notices to the City from the Concessionaire shall be sent by registered or certified mail to the City of Stamford, Director of Operations, 888 Washington Boulevard, P.O. Box 10152, Stamford, Connecticut, 06904-2152, with a copy to the Director of Legal Affairs at said address.

19. Holdover.

In the event that the Concessionaire shall remain in the Demised Premises after the expiration of the term of the



Agreement without having executed a new written Agreement with the City, such holding over shall not constitute a renewal or extension of this Agreement. The City may, at its option, elect to treat the Concessionaire as one who has not removed at the end of its term, and thereupon be entitled to all the remedies against Concessionaire provided by law in that situation, or the City may elect to construe such holding over as a tenancy from month to month, subject to all the terms and conditions of this Agreement, except as to duration.

20. Eminent Domain; Condemnation.

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

21. Entire Agreement.

This Agreement contains the entire agreement between the parties and all representations relating to this tenancy.

22. Governing Law.

This Agreement shall be construed in accordance with the laws of the State of Connecticut.

23. Conflicts Between Documents.

In the event that there is any conflict of any term or condition between the City's Request for Proposal and, the Concessionaire's Proposal the City shall have sole discretion to determine which term or condition shall apply. In the event that there is a conflict of any term or condition between this Agreement and the City's Request for Proposal or the Concessionaire's Proposal, the terms or conditions set forth in this Agreement shall prevail.

24. During the term of this Agreement, including any extensions, the Concessionaire shall refrain from making gifts of money, property or services to any employee or appointed or elected official of the City of Stamford or Stamford Board of Education or any Employees or Appointed or Elected official of their Boards, Departments, Agencies or Authorities and shall further refrain from making donations in excess of \$100.00 (including advertising purchased at a fundraising event) per calendar year to any "Prohibited Recipient" as defined below. The Concessionaire also agrees to refrain from fundraising activities for any prohibited recipient. All references to the Concessionaire shall include its Employees, Officers, Directors, owners of more than 5% equity in the Concessionaire, and their spouses. Violation of this provision shall constitute a material breach of this Agreement, for which this Agreement may be summarily terminated.

For the purpose of this contract, the term "Prohibited Recipient" shall include the following Committees, as they are defined in Section 9-333a of the Connecticut General Statutes:

- (a) A Candidate Committee of any candidate for any municipal office of the City of Stamford or the Stamford Board of Education;
- (b) A Political Committee of two or more candidates for any municipal office of the City of Stamford or the Stamford Board of Education;
- (c) An Exploratory Committee of any candidate for any municipal office of the City of Stamford or the Stamford Board of Education;
- (d) The Town Committee of any political party within the City of Stamford;
- (e) A Political Committee organized for ongoing political activities of any candidate for or holder of any municipal office of the City of Stamford or the Stamford Board of Education.

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

Signed, sealed and delivered in the presence of:

Jean Nyzolek  
Witness

CITY OF STAMFORD

J. Murray  
Witness

By [Signature]  
Dannel P. Malloy  
Mayor

Date: 10/10/04

\_\_\_\_\_  
Witness

THE FORE SEASONS RESTAURANT, LLC

\_\_\_\_\_  
Witness

By [Signature]  
Brendan Brady  
Member

Date: 2/17/04

Approved as to Form:

Approved as to Insurance:

B. Rosenberg  
B. Rosenberg  
Asst. Corp. Counsel

[Signature]  
D. Whitting  
Risk Manager

Date: 2-18-04

Date: 10/10/04

MAYOR  
DANNEL P. MALLOY



OFFICE OF  
PURCHASING AGENT  
(203) 977-4106  
(203) 977-5253 FAX

CITY OF STAMFORD  
PURCHASING DEPARTMENT  
888 WASHINGTON BOULEVARD  
P.O. BOX 10152  
STAMFORD, CT 06904-2152

**REQUEST FOR PROPOSAL #297  
FOR**

**RESTAURANT CONCESSION AT THE  
E. G. BRENNAN GOLF COURSE**

**PROPOSALS DUE:**

**JULY 15, 2003 @ 4:00 P.M.**

**SUBMIT TO:**

**CITY OF STAMFORD  
888 WASHINGTON BOULEVARD  
STAMFORD, CT 06904-2152**

**ATTENTION:**

**ROBERT RUSZKOWSKI  
PURCHASING AGENT**

**MANDATORY  
WALK THROUGH:**

**JULY 1, 2003 @ 2:00 P.M.  
PARKING LOT  
E.G. BRENNAN GOLF COURSE  
451 STILLWATER ROAD  
STAMFORD, CONNECTICUT**

**NUMBER OF COPIES REQUIRED: 8**

**NOTE THE FOLLOWING REQUIREMENTS:**

**BID DEPOSIT : 5%  
SURETY BOND: \$50,000.00  
PERFORMANCE &  
PAYMENT BOND VALUE : 100%**

6/17/03  
File:mydoc/RFP2003

**REQUEST FOR PROPOSAL  
FOR  
RESTAURANT CONCESSION AT E. G. BRENNAN  
GOLF COURSE**

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<b>4.0</b>	<b>SELECTION PROCESS TIMETABLE:</b>	<b>Page 13</b>

**1.0 GENERAL INFORMATION**

**The City of Stamford is seeking Competitive Request For Proposals from responsible, experienced Restaurateurs, for the preparation of plans and specifications by a professional Architect/Engineering firm, construction renovations and additions, and restaurant and snack bar concession management at the E.G. Brennan Golf Course, 451 Stillwater Road, Stamford, Connecticut.**

**The words "Concessionaire", "Proposer", "Tenant", and "Lessee" are used interchangeably in this Request for Proposal.**

**The City will establish an evaluation committee, which will review each of the proposals and select the proposal deemed to be in the best interest of the City of Stamford and in conformance with the evaluation criteria herein attached.**

**1.1 Work involved includes but is not necessarily limited to the following:**

- A. Licensed Professional Architectural/Engineering services for preparation of final construction documents, based upon the attached Scope of Work and Outline Specifications for Renovation of the Restaurant At E.G. Brennan Golf Course; Stamford, CT, Existing Floor Plan EX-101; Proposed Floor Plan A-101; Preliminary Kitchen Equipment Plan K-1; all as prepared by Preiss Breismeister, Architects. This includes renovations to the existing kitchen and bar, construction of a new kitchen addition, HVAC, plumbing and electrical modifications and renovations to the existing toilet rooms.**
- B. The Scope of Work and outline specification has been estimated at approximately \$650,000. This preliminary project cost is for budget purposes only.**
- C. Contractor bidding, procurement, and management of the construction renovations and addition, within the four (4) month window from January, 2004 to mid April, 2004.**
- D. Restaurant, Snack Bar, and Concession Management contract is for a minimum of ten (10) years, with an additional five (5) years at the option of the City.**

**1.2 ISSUING OFFICE:**

This RFP is being issued by the Purchasing Department of the City of Stamford for the E. G. Brennan Golf Commission. The issuing officer is the Purchasing Agent or his designee.

**1.3 INQUIRIES:**

1.3.1 All Inquiries regarding this RFP must be in writing and delivered no later than July 8, 2003, to:

Ms. Nancy Ormsby-Flynn  
Engineering Bureau  
888 Washington Blvd.  
Stamford, CT 06901  
Tel: (203) 977-4637  
Fax: (203) 977-4137

**1.3.2 Proposal Address and Delivery**

All proposers are required to address and deliver eight (8) copies of the proposal to the following City Department to be received not later than 4:00 p.m., on July 15, 2003.

Purchasing Department  
City of Stamford  
888 Washington Blvd.  
Stamford, CT 06901

**1.4 INCURRING COST:**

The City of Stamford and the E. G. Brennan Golf Commission will not be held responsible for any costs incurred by the Proposer for work performed in preparation and production of a proposal or for any work performed prior to the issuance of a contract.

**1.5 REJECTION OF PROPOSALS:**

The City of Stamford and the E. G. Brennan Golf Commission reserve the right to refuse for any reason deemed to be in the City's best interest any and/or all proposals submitted under this RFP.

**1.6 ADDENDA TO RFP:**

Amendments to this RFP may be necessary prior to the closing date and will be furnished by mail to all prospective Proposers. Failure to acknowledge receipt of amendments in accordance with the instructions contained in the amendment may result in the proposal not being considered.

**1.7 PROPRIETARY INFORMATION:**

The City of Stamford and the E. G. Brennan Golf Commission will not disclose any portion of the proposals except to the members of the proposal evaluation team prior to the contract award. The City of Stamford and the E. G. Brennan Golf Commission retain the right to disclose the name of the successful Proposer, the amount of the contract, and any other information in the proposal that is pertinent to the selection of the Proposer.

**1.8 TERMINATION FOR DEFAULT OR FOR THE CONVENIENCE OF THE CONTRACTING AGENCY:**

Performance under any contract resulting from this RFP may be terminated by the City of Stamford **whenever:**

The Proposer, in the sole opinion of the City of Stamford, is in default in the performance of the contract and shall fail to correct such default within the period specified by the contracting officer in a notice specifying default; or the contracting office shall determine that termination is in the best interest of the City of Stamford.

Termination will be effected by delivery to the Proposer of a Notice to Terminate, stating the date upon which termination becomes effective. Upon receipt of the notice to terminate, the Proposer shall:

- Stop all work;
- Assign to the City of Stamford all rights, title and interest in the work being developed;
- Deliver forthwith to the City of Stamford all completed work and work in progress;
- Preserve and protect, until delivery to the City of Stamford, all material, plans and documents related to this contract which, if the contract had been completed, would have been furnished to the City of Stamford or necessary to the completion of the work.



**1.9 AMBIGUITY IN THE REQUEST FOR PROPOSAL (RFP):**

Prior to submitting the proposal, the Proposer is responsible to bring to the City's attention any ambiguity in this RFP. Not to do so, shall result in the Proposer forfeiting any claim for adjustment, based on such ambiguity, as should have been noted by a prudent Proposer.

**1.10 OWNERSHIP INFORMATION:**

The City of Stamford and the E. G. Brennan Golf Commission shall have unlimited rights to use, disclose, or duplicate for any purpose whatsoever, all information developed, derived, documented or furnished by the Proposer under any contract resulting from this RFP.

In the event of contract award, all data collected and other documentation produced as part of the contract will become the exclusive property of the City of Stamford and may not be copied or removed by any employee of the Proposer without the written permission of the City.

**1.11 NEGOTIATED CHANGES:**

In the event negotiated changes occur after the awarding of the lease contract, the same pricing policies called for in the original contract will remain in effect.

**1.12 CONTRACT AGREEMENT:**

The selected Proposer will be required to agree and sign a formal written lease contract agreement between the City of Stamford and the Proposer, prepared by the counsel of the City of Stamford.

**1.13 INSURANCE REQUIREMENTS:**

The tenant, at its sole cost and expense, will maintain for the full term of this contract, insurance which shall protect the Tenant and the Landlord and its employees, agents and officers from any claims arising out of bodily injury, personal injury and property damage. Following are the insurance policies, which the Tenant is required to maintain pursuant to the terms and conditions of this contract:

- A. Comprehensive general liability, in amounts not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. This insurance shall cover bodily injury and property damage occurring on or about the leased premises or arising out of any services or business conducted by the Tenant pursuant to this contract, including, but not limited to, the Tenant's use of the premises for outdoor parties or events. The comprehensive general liability insurance shall include, but not be limited to,

- operations liability, products liability and completed operations, contractual liability, which insures any indemnities contained in this contract, and personal injury and advertising liability.
- B. Dram Shop insurance in amounts not less than the statutory limit of liability required by Connecticut or federal statutes.
  - C. Automobile liability insurance, if applicable, which covers liability arising out of any owned, non-owned and hired vehicles. The minimum limit of liability shall be \$1,000,000 per accident.
  - D. Workers' compensation insurance, which covers all Tenants' employees, and complies with all Connecticut regulations and statutes.
  - E. Employer's liability, which contains limits of liability not less than \$100,000 each accident, \$100,000 policy limits for disease, and \$100,000 each employee for disease.
  - F. Excess (umbrella) liability insurance subject to a minimum limit of liability of \$1,000,000. This insurance shall apply as excess to the comprehensive general liability and automobile liability.
  - G. All risk property insurance, which covers the building, furniture and fixtures, personal property, machinery and equipment and other property of the Tenant and Landlord in the leased premises. This insurance shall be written on a replacement cost basis and shall name the Landlord as a loss payee with respect to any loss or damage covered under this insurance. The Tenant shall be responsible for any loss or damage under the deductible of this insurance.

The Tenant agrees to designate the Landlord and its employees, agents and officers as additional insured under the comprehensive general liability, dram shop liability and automobile liability. All insurance policies required hereunder shall contain thirty (30) days prior written notice to the Risk Manager of the City of Stamford in the event of cancellation, termination or material change to policy terms and conditions. All such insurance policies required hereunder shall contain waivers of subrogation in favor of the Landlord and its employees, agents, and officers.

The Tenant's failure to obtain said insurance policies shall be material breach of the lease. In the event the Tenant fails to obtain said policies, the Landlord may, after five (5) days notice to Tenant, take out such policies and charge the cost of same to Tenant as additional rent, to be paid by Tenant on the first day of the month following the date on which the Landlord takes out said policies.

**1.14 BOND REQUIREMENTS:**

Prior to execution of any construction contract or commencement of any renovation work to be done on the restaurant, the Tenant shall furnish, at it's own expense, to the City of Stamford, performance and payment bonds equal to the contracted price of the renovation work to be completed by the Tenant or its' contractor or subcontractors. The bonds shall be in a form satisfactory to the City of Stamford and written by a surety company or companies approved by the City of Stamford and licensed to do business in the State of Connecticut. If the City of Stamford deems it necessary, the Proposer must furnish the City of Stamford with

Certificates of Authority from the State of Connecticut, Division of Insurance, indicating that the aforementioned surety company or companies are licensed to do business in the State of Connecticut.

In addition, the Tenant shall furnish, at it's own expense, to the Landlord a surety bond, which guarantees payment of the equivalent of six months rent to the Landlord in the event that the Tenant terminates its leasing obligations prior to completion of the full Lease term. An irrevocable letter of credit or cash escrow equal to six months rent will, alternatively, satisfy the Tenant's obligation hereunder.

The Tenant shall furnish, at it's own expense, to the Landlord a surety bond in the amount of \$50,000, which guarantees recompense to the Landlord for any Landlord repairs of loss or damage to the leased premises during the term of this Lease or upon termination of the Lease and vacating of the leased premises by the Tenant.

**2.0**

**TECHNICAL INFORMATION:**

The City of Stamford and the E. G. Brennan Golf Commission seeks proposals from qualified, experienced Restaurateurs or companies to provide restaurant and snack bar services at E. G. Brennan Golf Course located at 451 Stillwater Road, Stamford, CT. Written proposals, in conformance with this RFP, are to be submitted no later July 15, 2003, 4:00 PM. Proposers will be notified of the City of Stamford's decision by August 4, 2003.

**2.1 PROPERTY STATISTICS:**

The following information may help you prepare your proposal. E. G. Brennan Golf Course has been in operation as a golf course since 1928. Open to the public, E. G. Brennan Golf Course generates over 45,000 rounds of golf annually. The entire facility is open weather permitting year round. The normal golf season is mid March, to mid November.

**2.2 TERM OF AGREEMENT:**

The term of the Lease will be for a minimum of ten (10) years, but can be extended an additional five (5) years, at the City's option. The lease contract will begin on January 3, 2004.

**2.3 SCOPE OF SERVICES:**

The Tenant must be open to the general public for breakfast, lunch and dinner, year-round, subject to other arrangements with the written consent of the Landlord. Landlord's consent will not be unreasonably withheld.

The hours of operation shall comply with all State and local law, regulation, ordinance and Charter provisions.

The Tenant may have private parties as long as the premises are still available to the patrons of E. G. Brennan Golf Course, subject to other arrangements with the written consent of the Landlord. Landlord's consent will not be unreasonably withheld.

Along with the regular breakfast, lunch and dinner menus, the Tenant shall offer a variety of different catering menus for the E. G. Brennan Golf Tournaments held on Mondays and Outings from April through October. All E. G. Brennan Golf Tournaments and Outings will take precedent over any other parties the Tenant may schedule.

The Tenant shall also operate and maintain the snack bar, behind the 9<sup>th</sup> green. The snack bar shall serve ready to consume food and beverages, in order to allow golfers the ability to have something quickly, while not holding up play on the course. No alcoholic beverages may be sold from the snack bar. The hours of operation shall be 1½ hours after the first tee time until 2 hours before sunset on day that the golf course is fully open to the public (greens are open), subject to other arrangements with the written consent of the landlord. Landlord's consent shall not be unreasonably withheld.

The Tenant shall have the option to operate a snack and beverage cart to ride around the golf course. This cart would be in addition to, and not in place of, the snack bar. No alcoholic beverages may be sold from such cart. Cost to obtain and operate the cart will be the responsibility of the concessionaire. Gas for such cart may be purchased from the golf course's supply under the same terms and conditions offered to the pro shop/cart concessionaire.

#### **2.4 UTILITIES:**

The Tenant shall agree to pay one hundred (100%) percent of the electric, water, gas and all other utilities in the restaurant building and snack bar which are on separate meters and will be billed directly to the Tenant who shall pay for said services.

#### **2.5 SERVICES:**

The Tenant shall be responsible for providing an intrusion and fire protection warning service, such as Sonitrol (wiring exists); a monthly exterminating service with a reputable exterminating company; a window cleaning service; and garbage and refuse collection including cardboard at least three times per week with a private cartage company, all at Tenant's sole cost and expense. Tenant shall provide and maintain fire extinguishers on the leased premises at the Tenant's sole cost and expense. The Tenant also agrees to arrange for the inside premises to be cleaned daily, including the bathrooms and arrange for the shampooing and cleaning of the entire rug area on the leased premises at least twice per year at the Tenant's sole cost and expense. Any and all grease disposal units will be cleaned at least once every two weeks at the Tenant's sole cost and expense. Copies of the above contract(s) for services must be kept at the managers office and be available for review.

For the term of the lease contract, the Tenant will be responsible for the maintenance and repair of all items in and on the restaurant and snack bar buildings, including but not limited to, air conditioning, heating, electrical, plumbing, roof, doors, windows, major appliances, general repairs.

## **2.6 ILLEGAL ACTIVITIES:**

The Tenant shall discourage, not carry on, or partake in any illegal activities on the leased premises including, but not limited to, gambling or the serving of alcoholic beverages contrary to State or local laws. The tenant will retain and be responsible for current licenses for food service and or catering and permittee license for the serving of alcoholic beverages.

## **2.7 MISCELLANEOUS:**

- The Tenant agrees that at all times during the term of this lease he/she will maintain on-premises supervision and a managerial employee, subject to the approval of the City of Stamford and/or E. G. Brennan Golf Commission.
- The Tenant will retain workers compensation insurance for all employees in conformance with Federal, State, and local regulations.
- The Tenant will abide by all governmental laws, rules and regulations pertaining to the service of food and alcohol on the leased premises, including but not limited to the City of Stamford Health Department regulations.
- The Tenant agrees to use the demised premises as a restaurant/catering operation, serving food and beverages including the sale of beer, wine and spirits and for no other purpose.
- The Tenant shall be responsible for maintaining all entrances, exits, steps and ramps, including but not limited to, snow and ice removal.
- All equipment purchased for the bar and kitchen renovation will remain the property of the concessionaire for the term of the lease.
- The Tenant agrees to allow periodic inspections of the premises by agents, officers, and employees of the City of Stamford.
- All employees of the restaurant are required to park across the street on weekends and holidays before 5:00 p.m. Otherwise, the designated employee parking adjacent to the Tenth Tee is to be utilized.

## **2.8 REQUIRED IMPROVEMENTS:**

Renovate the existing kitchen and bar, construct a new kitchen addition, HVAC, plumbing and electrical modifications, and renovate the existing toilet rooms in conformance with the requirements of this RFP. The work under this outline specification has been estimated at approximately \$650,000.

The City will not pay for nor take part in any current or future renovations or additions to the facility which are for the sole benefit of the tenant. Work of this nature must be approved by the City prior to its' implementation.

## **2.9 REQUIRED SUBMISSIONS:**

### **Information provided by the proposer in this RFP must:**

- A. Indicate a commitment to retain the services of a licensed professional architectural/engineering firm, and provide name and credentials, for preparation of construction documents for the required renovations and addition.
- B. Illustrate how the proposer intends to meet the schedule. Agree to submit progress drawings for review and approval by the City's Engineering Bureau to assure compliance with requirements and with overall schedule. When contract is awarded, agree to submit a construction schedule for the kitchen, bar and toilet room work.
- C. Agree to complete the construction documents by November 30, 2003, and after approval by the City, execute construction and renovations between January 2004 and mid April 2004. The Construction must proceed in a continuous manner until all of the work required under this RFP is substantially completed.
- D. Agree that, all construction work will be completed and accepted by the City prior to the concessionaire being given authorization to open and use the facility.
- E. Demonstrate that the applicant is financially capable of modifying the building to conform to the attached Scope of Work and all Federal, State, and local Building Codes.
- F. Show pre-qualification from a bank or lending institution indicating the ability to enter into a binding contract for the renovation and operation of a restaurant.

G. Agree to supply all required insurance and bonding as required by the City of Stamford, Risk Management, and as stipulated in this RFP;

H. Agree to the City's right to review and revise or terminate the lease contract if it is in the best interest of the City.

I. Be able to commit to a long term lease for a minimum of ten years

J. Provide the net annual lease fee that the Tenant is willing to pay the City excluding all utilities, maintenance costs, and capital costs for renovations and new addition.

K. A clear plan on how the proposer plans to service the patrons of the facility, including tournaments and outings, with the understanding that the golf course patrons are first priority over private parties.

### **3.0**

#### ***SELECTION CRITERIA AND PROPOSAL SUBMISSION:***

##### **3.1 Submission Instructions:**

Proposers shall submit as their proposal the following information, organized, bound, and assembled in the order presented, to assist the City of Stamford and the E. G. Brennan Golf Commission in reviewing all proposals received:

##### **3.2 Letter of Transmittal:**

A letter of transmittal addressed to the Purchasing Agent, which includes a statement by the proposer accepting all terms and conditions and requirements contained in the RFP.

All proposals must be signed by the proposer. The proposal must also provide name, title, address and telephone numbers for: (1) the individual who has the authority to negotiate and contractually bind with the City of Stamford and (2) those individuals who may be contacted for the purposes of clarifying the information provided therein.

##### **3.3 Detailed Proposal which includes:**

**3.3a Understanding of Scope:** A written discussion, which includes in sufficient detail the proposer's ability to understand what the City of Stamford and the E. G. Brennan Golf Commission is searching for in a Tenant.



**3.3b Experience:** Provide a written summary of the proposer's restaurant/catering experience. The letter should include a brief discussion of the proposer's background, experience, and ability to perform all requirements outlined in this RFP. Also to be included, is a listing of any restaurant(s), concessions or catering services, which the proposer is currently operating. The background and experience of the proposer; specifically, responsible professional experience and competency in providing restaurant and catering services of similar size.

**3.3c Operating Plan:** A clear plan on how the proposer plans to service the patrons of the facility, including tournaments and outings, with the understanding that the golf course patrons are first priority over private parties.

**Staff Plan:** Identify any personnel who will have a supervisory role, their background and experience and their levels of responsibility. Provide the resumes of all key personnel.

**Management Plan:** Describe your management system and how it will benefit the E. G. Brennan patrons and the City of Stamford.

**Sample Menus:** Provide written sample menus with pricing for breakfast, lunch, dinner, tournaments and outings, with the type of cuisine which will be offered.

**3.5 Financial Proposal:** The annual net rent from January 1 to December 31 that the proposer is willing to pay for the premises for each year of the ten year lease. The E. G. Brennan Golf Commission and/or The City of Stamford reserves the right to negotiate said rent with the proposer prior to the execution of a lease.

**3.6 Financial Capabilities:** Provide certification that the proposer is financially capable of meeting all of the financial terms of this RFP including documentation that the applicant is financially capable of modifying the building to conform to the attached Scope Of Work and all Federal, State, and local Building Codes;

Show pre-qualification from a bank or lending institution indicating the ability to enter into a binding contract in the amount equal to the renovation and operational expenses;

Supply all required insurance and bonding as required by the City of Stamford, Risk Management, and as stipulated in this RFP;

The proposer must demonstrate their financial capability and show how he/she intends to make the required repairs and renovations and addition. The proposer must give evidence of their financial stability to commit to a long term lease.

**3.7 Ability To Meet Schedule:** The proposer must submit a project schedule clearly indicating any phasing and approximate dates of construction completion for work and how the work will impact the operation of the golf course, parking, and ability to meet the schedule required in this RFP.

**3.8 References:** Proposers must provide a minimum of three letters of reference, addressed to the Purchasing Agent, sufficiently detailed to include names, titles, address and telephone numbers as to allow the City of Stamford and/or the E. G. Brennan Golf Commission to contact these references.

**3.9 Selection Criteria:** The following criteria will be used, without limitation, in determining the successful proposer:

**1. Experience: (25 points)**

**2. Financial Proposal: (25 points)**

**3. Financial Capabilities: (25 points)**

**4. Ability To Meet Schedule: (25 points)**

**4.0 SELECTION PROCESS TIMETABLE:**

<b>Mandatory Walk-through of premises:</b>	<b>Tuesday July 1, 2003 2:00 p.m.</b>
<b>Proposals Due:</b>	<b>July 15, 2003 – 4:00 PM</b>
<b>Invitations for In-Person Interviews:</b>	<b>July 17-18, 2003</b>
<b>Interviews:</b>	<b>Week of July 21, 2003</b>
<b>Notification:</b>	<b>Week of August 4, 2003</b>
<b>Contract Award (Pending Board Approvals)</b>	<b>September, 2003</b>

## **E. GAYNOR BRENNAN GOLF COURSE – PROPOSED RESTAURANT RENOVATION**

### **PRELIMINARY SCOPE OF WORK SUMMARY**

1. Provide an Architect/Engineering firm with a Kitchen Consultant to develop contract drawings and specifications for the City to accept.
2. New Construction including demolition, footings to undisturbed soil, roof framing into existing roofs, satellite dish relocation, connections to existing structures.
3. Storage Room Renovation including demo down to structure, new door, new finishes including epoxy flooring, exterior siding.
4. Bathroom Renovations including demo down to structure and ADA compliance.
5. New beam and footing to support structure impacted by removal of bearing wall at bathrooms.
6. Renovation of Kitchen/Dishwash area including demolition and replacement of floor structure, new finishes, all MEP works including hookups of kitchen equipment.
7. Bar Renovation including demo, new flooring, new bar with reused siding, new back counter, all MEP work including hookups of new bar equipment.
8. Mechanical Room Renovations including demo of existing systems back to service, new furnace, hot water heater, grease trap, electrical panels, and associated MEP work.
9. Site work including new concrete pads and asphalt paving, fencing, bollards, relocate electrical service. New aluminum stair and platform for access to rooftop mechanical unit, access door from new platform to attic unit.
10. Asbestos Remediation of pipe insulation and plaster in basement Mechanical Room.
11. Asbestos Testing and Monitoring during abatement.
12. Kitchen Equipment

Provide for phased construction of ADA compliant bathrooms prior to renovation of kitchen. Set up temporary facilities that will satisfy the Health Department during bathroom construction. Phasing will cause the duplication of cost of supervision, mobilization, and connections to electrical panels. Coordination would then be required for the remainder of the renovation work to proceed, after bathroom renovation.

**OUTLINE SPECIFICATIONS FOR  
PROPOSED RESTAURANT RENOVATION  
AT E. G. BRENNAN GOLF COURSE  
STAMFORD, CT**

**APRIL 29, 2003**

**PREISS BREISMEISTER ARCHITECTS  
65 BROAD STREET STAMFORD, CT**

OUTLINE SPECIFICATIONS  
FOR PROPOSED RESTAURANT RENOVATIONS  
E. G. BRENNAN GOLF COURSE, STAMFORD, CT

SCOPE OF WORK SUMMARY

The following is a summary of the work required for this project. The work consists of but is not necessarily limited to:

1. Renovation of existing Kitchen, Bar, Bathrooms, Storage Room, Mechanical Room.
2. Construction of new space connecting existing Kitchen and exterior Storage Room.
3. Installation of new commercial kitchen and bar equipment as per new layout.
4. Sitework consisting of new concrete pads and asphalt paving, fencing, bollards, relocated electrical service.
5. New aluminum stair and platform for exterior access to rooftop mechanical units.

The above work requires:

1. New structural floor at the Kitchen
2. New beam and footing to replace bearing wall
3. Replacement of exterior and interior finishes including roofing
4. New bar, counter and flooring
5. Mechanical/electrical/plumbing/fire protection work including equipment hookups
6. Asbestos remediation
7. Relocation of satellite dish

SITework

1. Sawcut and remove areas of existing paving adjacent to building and in area of existing dumpsters.
2. Install new 6" concrete slab on compacted stone base flush to surface of existing parking area.
3. Remove existing fencing and install new wood fencing with gate access adjacent to Kitchen and around dumpsters.
4. Install bollards as required to protect building, fencing, and accessory structures.
5. Restripe parking area in vicinity of construction.
6. Relocate electrical service to enter building in location coordinated with new construction.

DEMOLITION

1. Demolish and remove interior of existing Kitchen, Bathrooms, exterior Storage Room, and Mechanical Room down to structure, including all mechanical/electrical/plumbing systems.
2. Remove existing Manager's Office, Employee Toilet Room, stair to attic, and floor structure in Kitchen.
3. Remove existing bar and backbar, saving siding materials for reuse.
4. Remove existing subfloor and flooring material at bar and approximately 6 ft into Dining Room.
5. Demolish interior storage rooms adjacent to Kitchen and Janitor's Closet.

OUTLINE SPECIFICATIONS  
FOR PROPOSED RESTAURANT RENOVATIONS  
E. G. BRENNAN GOLF COURSE, STAMFORD, CT

6. Remove exterior finishes, including roofing, at south side of restaurant and existing exterior Storage Room.
7. Remove exterior storage containers and shelving adjacent to restaurant.
8. Remove and relocate existing satellite dish.
9. Remove existing paving and roof at covered walkway.
10. Remediate asbestos containing materials in Mechanical Room.
11. Testing for asbestos to be performed by Owner.

CONCRETE

1. Concrete mix for footings and exterior concrete pads to be 3500 psi.
2. Concrete mix for new structural floor to be 4000 psi.
3. Exterior concrete to be broom finish, interior concrete to be float finished to receive quarry tile.
4. Footings for new construction adjacent to existing restaurant must go down to undisturbed soil. Existing basement is approximately 9'-0" below grade.

METALS

1. Provide structural steel to support new concrete Kitchen floor and existing roof framing in area of bathrooms.
2. Provide steel reinforcing in concrete footings and poured concrete foundation walls as required.
3. Concrete slabs are to be poured with minimum 6 x 6 x 10 welded wire mesh.
4. Metal deck for new Kitchen floor is to be secured to structural steel as required.
5. Kitchen floor to be designed to carry live load of 100 pounds per square foot.
6. Flashing to be lead coated copper.

CARPENTRY

1. New exterior framing to be 6" metal studs with 6" batt insulation.
2. Interior framing to be 4" metal studs with sound attenuation blankets.
3. R-30 insulation to be installed above ceilings.
4. New roof to be ridge vented.
5. New roof sheathing and roofing repairs to be 5/8" fire retardant plywood.
6. Exterior siding to be wood clapboard applied to 1/2" fire retardant plywood.
7. Provide new aluminum gutters and leaders.
8. Exterior soffits to be perforated vinyl.
9. Fascia boards to be 5/4" thick cedar.
10. Roof shingles to be 30 year warranty in color to match existing.
11. Gypsum board to be moisture resistant.
12. Bar to be framed with 4" metal studs, finished with reused siding on customer side and FRP board on service side.

OUTLINE SPECIFICATIONS  
 FOR PROPOSED RESTAURANT RENOVATIONS  
 E. G. BRENNAN GOLF COURSE, STAMFORD, CT

13. Bar counter to be fabricated and finished to match existing.
14. New subfloor at Bar, Dining Room, and Bathrooms to be 2 layers ¾" tongue and groove marine grade plywood.

DOORS

1. Doors and frames to be hollow metal, factory primed and field painted.
2. Doors from Kitchen to Bar to have vision panels.
3. Keying of hardware to be coordinated with existing.

FINISHES

Kitchen	Flooring	Quarry tile
	Walls	Ceramic tile with sanitary cove base
	Ceiling	Washable and non pourous ceiling tile in grid system
Bar	Flooring	Quarry tile with sanitary cove base
	Walls	Reuse existing wood siding. Inside side face of bar and backbar to be FRP board
Bathrooms	Ceiling	Existing to remain
	Flooring	Ceramic tile
	Walls	Ceramic tile wainscot to 60" aff, painted gwb above to ceiling
Storage Room	Ceiling	Acoustic ceiling tile
	Flooring	Resinous floor over existing concrete
	Walls	FRP board
Office	Ceiling	Washable and non pourous ceiling tile in grid system
	Flooring	Vinyl composition tile
	Walls	Moisture resistant gwb
Janitor's Closet	Ceiling	Acoustic ceiling tile
	Flooring	Quarry tile
	Walls	FRP board
	Ceiling	Acoustic ceiling tile

1. Ceramic tile on walls to be applied to ½" cement board.
2. Dining room to receive new carpet.
3. All painted surfaces to be semi gloss including doors and frames.
4. Paint interior of Mechanical Room.
5. Wood clapboard to be stained to match restaurant.

SPECIALTIES

Toilet and bath accessories as follows are to be manufactured by Bobrick, American Sanitary or approved equal:

Grab bars, stainless steel, 1 ¼" O.D. with non slip finish

**OUTLINE SPECIFICATIONS  
FOR PROPOSED RESTAURANT RENOVATIONS  
E. G. BRENNAN GOLF COURSE, STAMFORD, CT**

Soap dishes/soap dispensers, stainless steel, surface mounted

Toilet tissue holder, semi recessed chrome plated

Robe hooks, stainless steel

Mirrors, stainless steel frame, length to be equal to lavatory counter, height from top of backsplash to 84" aff

Electric hand dryers

1. Toilet partitions are to be solid plastic ceiling hung toilet partitions and wall hung urinal screens manufactured by Santana Plastic Products or approved equal.
2. Aluminum ladder and platform for rooftop access to be manufactured by Precision Ladder or approved equal. Ladder to have lockable security screen to prevent unauthorized access.
3. Signage to conform to ADA requirements.

**EQUIPMENT**

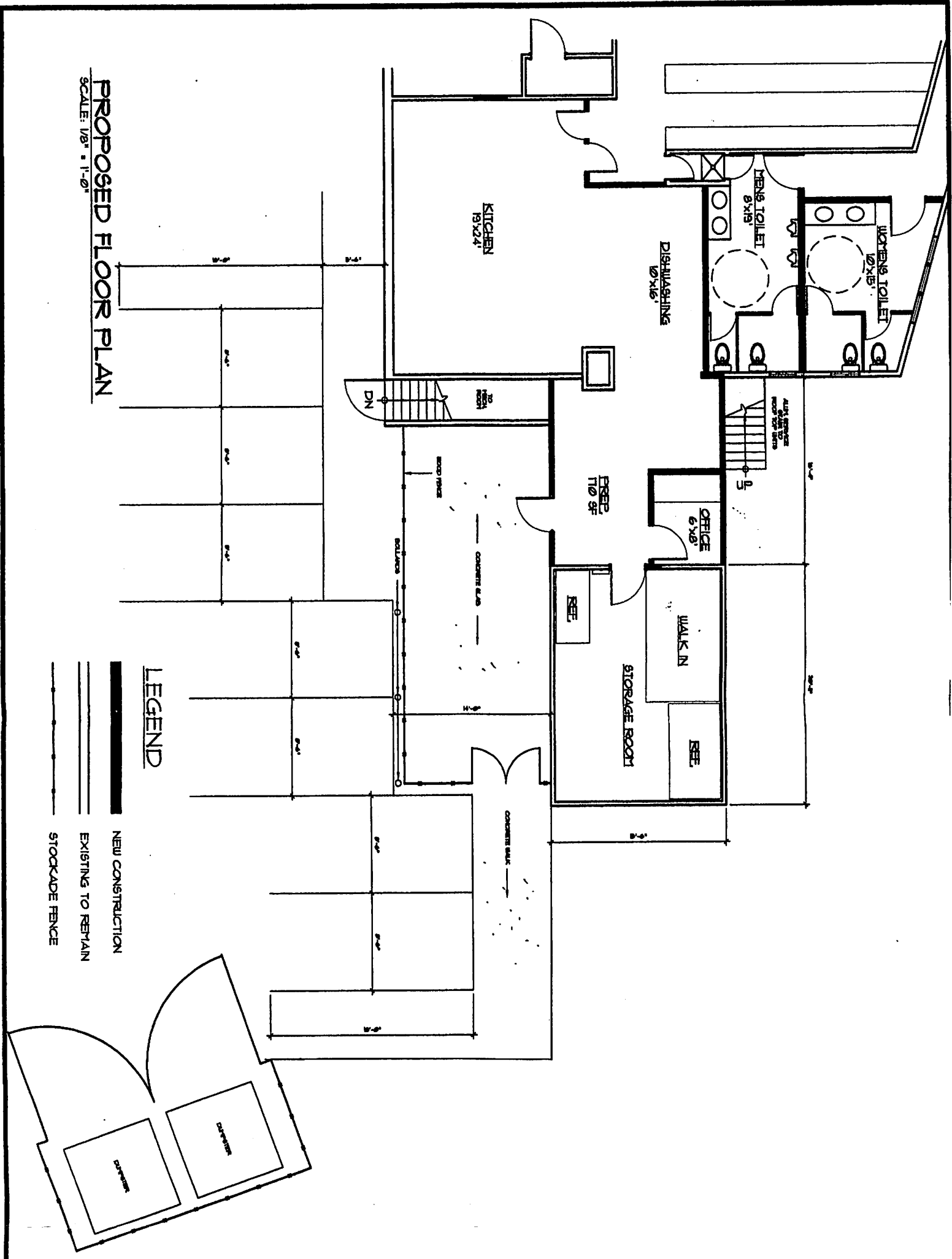
1. Equipment to be installed as per kitchen equipment layout.
2. Exhaust hoods and equipment below hoods to be protected with approved code compliant fire suppression system.

**MECHANICAL/ELECTRICAL/PLUMBING/FIRE PROTECTION SYSTEMS**

1. Remove all systems and equipment, including electrical panels, in Mechanical Room prior to demolition of Kitchen floor.
2. Demolition to be coordinated with asbestos remediation.
3. Replace all systems and equipment with code compliant systems to accommodate new construction and renovations.
4. Hookup all kitchen and bar equipment as per kitchen equipment layout.







THIS PLAN IS THE PROPERTY OF THE ARCHITECT AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT. THE ARCHITECT ASSUMES NO LIABILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE ARCHITECT'S RESPONSIBILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT AS SHOWN ON THESE PLANS. THE ARCHITECT DOES NOT WARRANT THE ACCURACY OF ANY INFORMATION PROVIDED BY OTHERS. THE ARCHITECT'S LIABILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT AS SHOWN ON THESE PLANS. THE ARCHITECT DOES NOT WARRANT THE ACCURACY OF ANY INFORMATION PROVIDED BY OTHERS.

NO.	DATE	DESCRIPTION

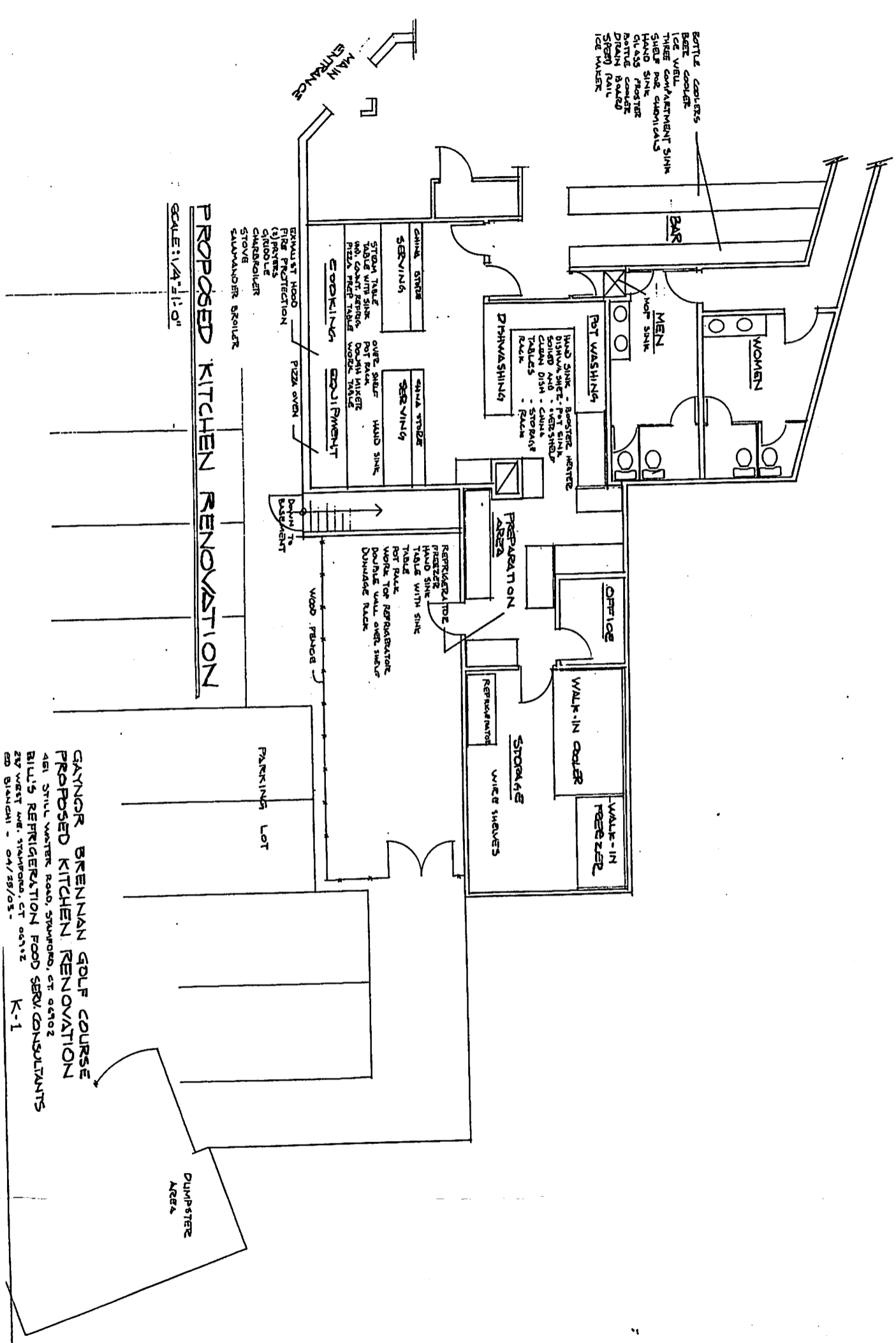
Project: **Architect:** **Architect:** **Architect:**

Scale: **Scale:** **Scale:** **Scale:**

**SCHEDULING DESIGNER**  
**B. GAYNOR BIRNMAN**  
**GOLF COURSE**  
MEMBER OF THE ARCHITECTS' ASSOCIATION OF THE STATE OF CALIFORNIA  
401 STEEL WALKER RD. STANFORD, CA

**PROPOSED FLOOR PLAN**

Drawn by:   
Checked by:   
Project Number:   
Date:   
Drawing Number: **A-101**



**PROPOSED KITCHEN RENOVATION**

SCALE: 1/4" = 1'-0"

GAYNOR BRENNAN GOLF COURSE  
 PROPOSED KITCHEN RENOVATION  
 451 STILL WATER ROAD, STAMFORD, CT 06102  
 BILL'S REFRIGERATION FOOD SERV. CONSULTANTS  
 27 WEST AVE. STAMFORD, CT 06102  
 ED BLANCHI - 04/25/05

K-1

# EXHIBIT B

(US BANKRUPTCY COURT ORDER BY SHIFF, J.)

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF CONNECTICUT

IN RE: ) Case No. 07-50674  
Fore Seasons Restaurant, LLC ) Chapter 11  
Debtor )

ORDER ON MOTION FOR PERMISSION  
TO ASSIGN EXECUTORY CONTRACT WITH THE CITY OF STAMFORD  
PURSUANT TO 11 U.S.C. § 365

The foregoing Motion For Permission To Assign Executory Contract With The City Of Stamford Pursuant To 11 U.S.C. § 365, having been heard by this Court on December 23, 2008, it is hereby

ORDERED that the motion is GRANTED and the Debtor is hereby authorized to assign its lease with the City of Stamford to Michael Zohdi and Teresa Zohdi of 77 Circle Drive, Greenwich, Connecticut under all of the same terms and conditions as now exist with the City of Stamford and such assignment shall be binding upon the City of Stamford.

Dated: December 30, 2008

BY THE COURT

  
Alan H. W. Shiff  
United States Bankruptcy Judge

# EXHIBIT C

(QUITCLAIM BILL OF SALE AND ASSIGNMENT OF LEASE)

**QUITCLAIM BILL OF SALE AND ASSIGNMENT OF LEASE**

KNOW ALL PEOPLE BY THESE PRESENTS:

That Fore Seasons Restaurant, LLC, a Connecticut Limited Liability Company, having a principal place of business at 451 Stillwater Road, Stamford, Connecticut ("Seller"), for and in consideration of the sum of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00), the receipt and sufficiency of which is hereby acknowledged (paid in part by bank or certified check ), has bargained and sold, and by these presents does hereby quitclaim unto Mike and Teresa Zohdy, of Greenwich, Connecticut (the "Buyer"), all such right, title and interest as the Seller has or may have in and to the equipment and personal property identified and/or described on Exhibit A annexed hereto, together with such right, title and interest as the Seller has or may have in and to the goods, accounts, inventory, chattel paper, contracts, documents, general intangibles all without representation, recourse or warranty of any nature whatsoever, and specifically excluding warranties of title and merchantability, as further authorized by Order of the United States Bankruptcy Court (In Re Fore Seasons Restaurant Case No. 07-50674) annexed hereto as Exhibit B, granting permission to sell said assets . The Seller does further assign all of its rights, title and interest in and to that certain lease executed on February 17, 2004, between the City of Stamford and Fore Seasons Restaurant, LLC. as provided by further Order by the United States Bankruptcy Court granting permission to assign said lease as per Exhibit C annexed hereto.

By its acceptance hereof, the Buyer acknowledges that this quitclaim bill of sale and assignment of lease has been executed and delivered in order to effectuate a sale by the Seller of the subject personal property and assignment of lease pursuant to Orders of the United States Bankruptcy Court. Buyer further acknowledges that it has accepted the assignment of the lease and this quitclaim bill of sale, and any interest in the subject personal property transferred hereby, "as is, where is", with all faults as to any matter cause or thing of any nature whatsoever relating to such personal property. The Buyer further acknowledges that it shall have no recourse against the Seller with respect to this transaction of any nature whatsoever (and that the Seller has made no representation or warranty with respect to the personal property and/or the subject matter hereof of any nature whatsoever).

TO HAVE AND TO HOLD the same unto the Buyer, its successors and assigns forever.

Dated at Farifield, Connecticut this 13th day of January, 2009.

FORE SEASONS RESTAURANT, LLC

By   
Robert McCarthy, Member, duly authorized

# THE CLUBHOUSE RESTAURANT

EQUIPMENT/DESCRIPTION
(2) HOBART STAINLESS ONE DOOR REFRIGERATORS. \$250 EACH
20' PREP STAINLESS STEEL COUNTER W/SHELVES
ALTO SHAM HEAT UNIT
BEVERAGE AIR 2 DOOR STAINLESS STEEL UNDERCOUNTER REFRIDGERATOR
L'ANNA COFFEE UNIT
8' STAINLESS STEEL PREP COUNTER & SHELF W/DISHRACK
HOBART DISHWASHER W/RINSE COUNTER & SINK
8' BEVERAGE AIR STAINLESS STEEL PREP STATION W/DB UNDERCOUNTER COOLER
BAKER'S PRIDE 4 DECK OVEN
BLODGETT CONVECTION OVEN
2 BAY FRIALATOR
(2) 6' BAIN MARIE TYPE PREP STATIONS, \$300 EACH
ULTRA MAX SKILLET & GRILL, GAS



**THE CLUBHOUSE RESTAURANT**

EQUIPMENT/DESCRIPTION
8 BURNER GAS STOVE
PARTS PERFECT STEAMER
STAINLESS FIRE HOOD 20+/-" W/ANSEL FIRE SUPPRESSION SYSTEM
SINGLE BAY SINK
(3+/-) STAINLESS STEEL SINKS, \$150 EACH
(2) SCOTSMAN ICE MACHINES, \$250 EACH
TAFCCO 8'X8' WALK IN CHILL BOX
GLOBE MIXER UNIT, 30 QT
HOBART DBL STAINLESS DOOR REFRIGERATOR
TAFCCO 12'X12' WALK IN COOLER
HOBART STAINLESS STEEL SLICER
MISC BAKERS SHELIVING
SEATING FOR APPROX 80 IN MAIN DINING AREA, 20 UNITS = TABLE + 4 CHAIRS

# THE CLUBHOUSE RESTAURANT

EQUIPMENT/DESCRIPTION
FULL SERVICE BAR INCLUDING SINKS, GLASS WASHER, TAP SYSTEM, ICE CHEST, (2) BEVERAGE AIR GLASS DOOR BEVERAGE COOLERS, BAR TOP, STOOLS & OTHER FIXTURES
(5) TELEVISIONS
OUTDOOR PATIO FURNITURE INCLUDING (16) BRUSHED ALUMINUM TABLES, 4X4
(40+/-) BRUSHED ALUMINUM STACK CHAIRS
(30+/-) HIGH BACK CAFÉ TYPE TABLES & CHAIRS
(10+/-) 4'X4' CAFÉ TABLES
MISC POTS, PANS, COOKWARE, DINING & SERVING UTENSILS, APPROX 20 COMMERCIAL LOTS

# EXHIBIT D

(ESTIMATE FROM PIMPINELLA CONSTRUCTION CO., INC.)

# Pimpinella Construction Co., Inc.

708 Westhill Rd.  
 Stamford CT, 06902  
 Tel: (203) 329-6662  
 Fax: (203) 329-6664  
 Email: [info@pimpinellaconstruction.com](mailto:info@pimpinellaconstruction.com)

Name: ZODY'S 19TH HOLE  
 Address: STILL WATER AVE  
 City, State, Zip: STAMFORD, CT, 06902  
 Date: 7/18/13

Description: PAGE #1

Description	Quantity	Unit	Cost	Total
PHASE #1 REAR DECK AND WALK IN BOX KITCHEN				
DEMOLITION DECK 44 X 20.				\$0.00
DEMO DECKING				\$0.00
REMOVE EXISTING SIDE OF EXTERIOR WALL	880	SF	\$2.50	\$2,200.00
DEMO DOORS & WINDOWS	500	SF	\$2.50	\$1,250.00
DEMO REAR CONCRETE STEPS	3	UNITS	\$200.00	\$600.00
DUMPSTERS	200	SF	\$18.00	\$3,600.00
TEMPORARY BARRICADE REAR WALL	2	CAN	\$650.00	\$1,300.00
				\$0.00
				\$500.00
ROUGH FRAMING				\$0.00
2" X 6" SILLS & PLATES	144	LF	\$3.75	\$540.00
2" X 6" STUDS	1115	LF	\$3.75	\$4,181.25
HEADERS	220	LF	\$8.00	\$1,760.00
LVL	100	LF	\$20.00	\$2,000.00
LEDGER BOARD	54	LF	\$12.00	\$648.00
2" X 12" RAFTERS	1276	LF	\$6.00	\$7,656.00
CEILING TIES 2" X 10"	1144	LF	\$4.00	\$4,576.00
HURRICANE TIES AND JOIST HANGERS	104	UNITS	\$6.00	\$624.00
INSULATION:				\$1,920.00
FOUNDATION 2" FOAM	204	SF	\$2.00	\$408.00
FLOOR INSULATION	528	SF	\$1.95	\$1,029.60
PLASTIC BARRIER	528	SF	\$0.60	\$316.80
WALL INSULATION	300	SF	\$1.95	\$585.00
BAFFLES FOR ROOF RAFTERS	528	SF	\$2.50	\$1,320.00
ROOF INSULATION	528	SF	\$1.95	\$1,029.60
EXTERIOR:				\$0.00
3/4" ROOF SHEETING AND WALL SHEETING	1176	SF	\$3.75	\$4,410.00
ROOFING SHINGLES	1012	SF	\$3.75	\$3,795.00
FLASHING AND DRIP EDGING	100	LF	\$2.00	\$200.00
EXTERIOR WINDOWS	9	UNITS	\$650.00	\$5,850.00
EXTERIOR DOORS 3 PAIRS	3	UNITS	\$2,200.00	\$6,600.00
INTERIOR SLIDING DOOR UNITS	3	UNITS	\$2,200.00	\$6,600.00
BIFOLD UNIT	1	UNITS	\$3,800.00	\$3,800.00
CARPENTRY LABOR INSTALL DOORS AND WINDOWS	65	HRS	\$60.00	\$3,900.00
EXTERIOR:				\$0.00
FASCIA BOARD	90	LF	\$4.25	\$382.50
5/4" X 6 CORNER BOARDS	60	LF	\$6.50	\$390.00
SOFFIT	90	SF	\$4.50	\$405.00
SOFFIT VENT	90	LR	\$2.50	\$225.00
5/4 X 4" TRIM	144	LF	\$4.25	\$612.00
INTERIOR STEEL FOR NEW DOORS				\$7,800.00
				\$0.00
				\$0.00
Total:				\$83,013.75
10% O.H.				\$0.00
Total:				\$83,013.75
10% Profit				\$0.00
Total:				\$83,013.75
6% tax				\$0.00
Grand Total				\$83,013.75

PIMPINELLA CONSTRUCTION CO.  
 MARIO PIMPINELLA  
 DATE: 7/18/13





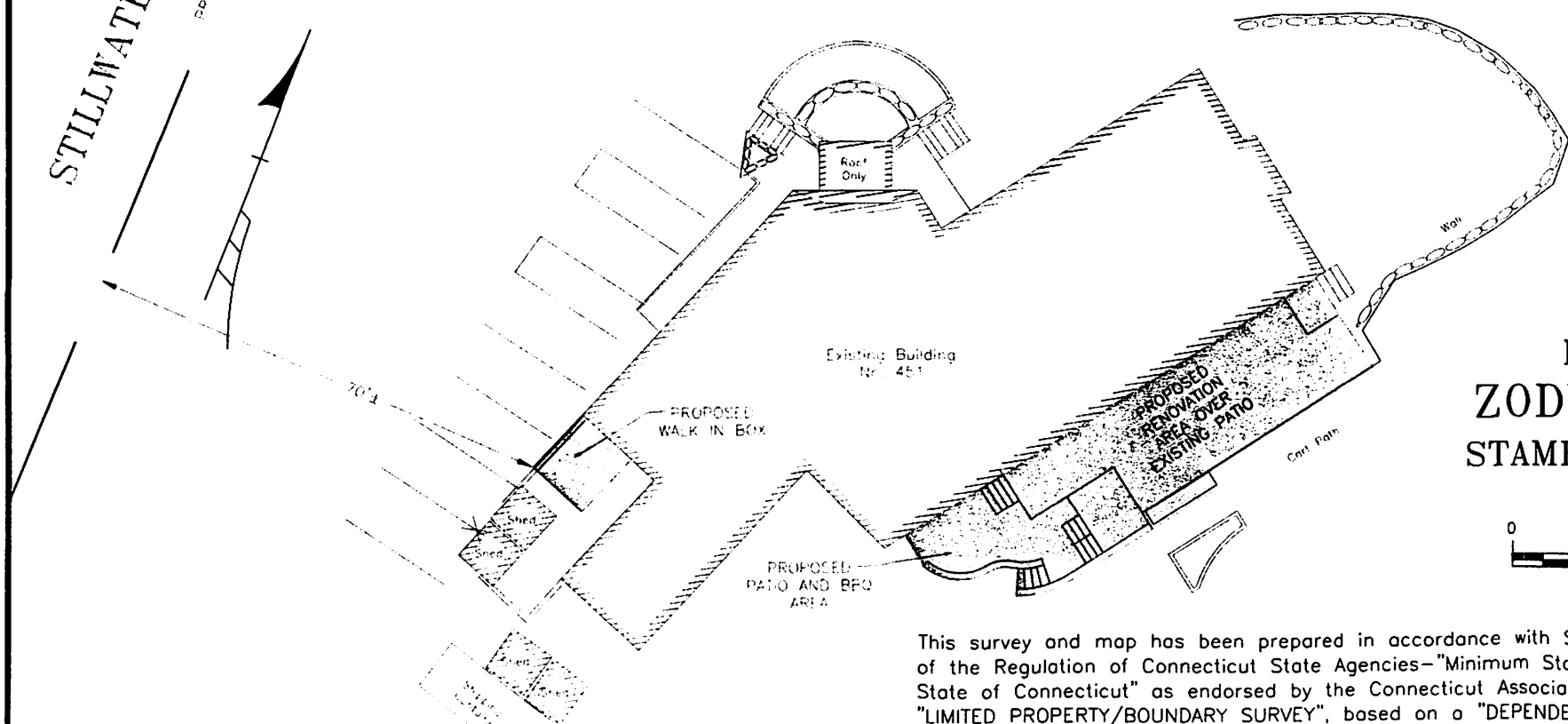
# EXHIBIT E

(PLOT PLAN)

Notes:

1. Underground utility, structure and facility locations depicted and noted hereon have been compiled, in part, from record mapping supplied by the respective utility companies or governmental agencies, from parol testimony and from other sources. These locations must be considered as approximate in nature. Additionally, other such features may exist on the site, the existence of which are unknown to Edward J. Frattaroli, Inc. The size, location and existence of all such features must be field determined and verified by the appropriate authorities prior to construction.
2. The contractor shall notify all public utility companies by calling Call-Before-You-Dig at 1-800-922-4455 at least 72 hours prior to crossing their lines.
3. Property is Subject to utility easements or Private Agreements if any, in addition to those Depicted, Noted and or referenced on this Map. Reference is hereby made to all notes on Recorded Documents hereon referenced that pertain to this parcel. No abstract of title Provide
4. Size and Location of Proposed Addition Provided by Others. Refer to Phase One Only PCDF Architecture LLC Rev Date 05/15/2013

STILLWATER ROAD  
PROPERTY LINE

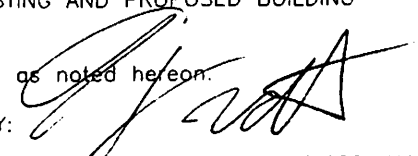


PLOT PLAN  
PREPARED FOR  
ZODYS 19TH HOLE  
STAMFORD, CONNECTICUT



This survey and map has been prepared in accordance with Section 20-300b-1 thru 20-300b-20 of the Regulation of Connecticut State Agencies—"Minimum Standards for Surveys and Maps in the State of Connecticut" as endorsed by the Connecticut Association of Land Surveyors, Inc. It is a "LIMITED PROPERTY/BOUNDARY SURVEY", based on a "DEPENDENT RESURVEY" conforming to horizontal Accuracy Class "A-2" and intended to DEPICT EXISTING AND PROPOSED BUILDING ADDITIONS IN A LIMITED AREA.

To my knowledge and belief this plan is substantially correct as noted hereon.

BY: 

FOR: **EDWARD J. FRATTAROLI, INC.**  
Land Surveyors • Engineers • Land Planners  
STAMFORD, CONNECTICUT MAY 16, 2013

This Document and Copies Thereof are Valid only if they bear the signature and embossed seal of the designated licensed professional. Unauthorized alterations render any declaration hereon null and void.

Refer To:  
PORTION OF  
Map No. 1050 S.L.R.

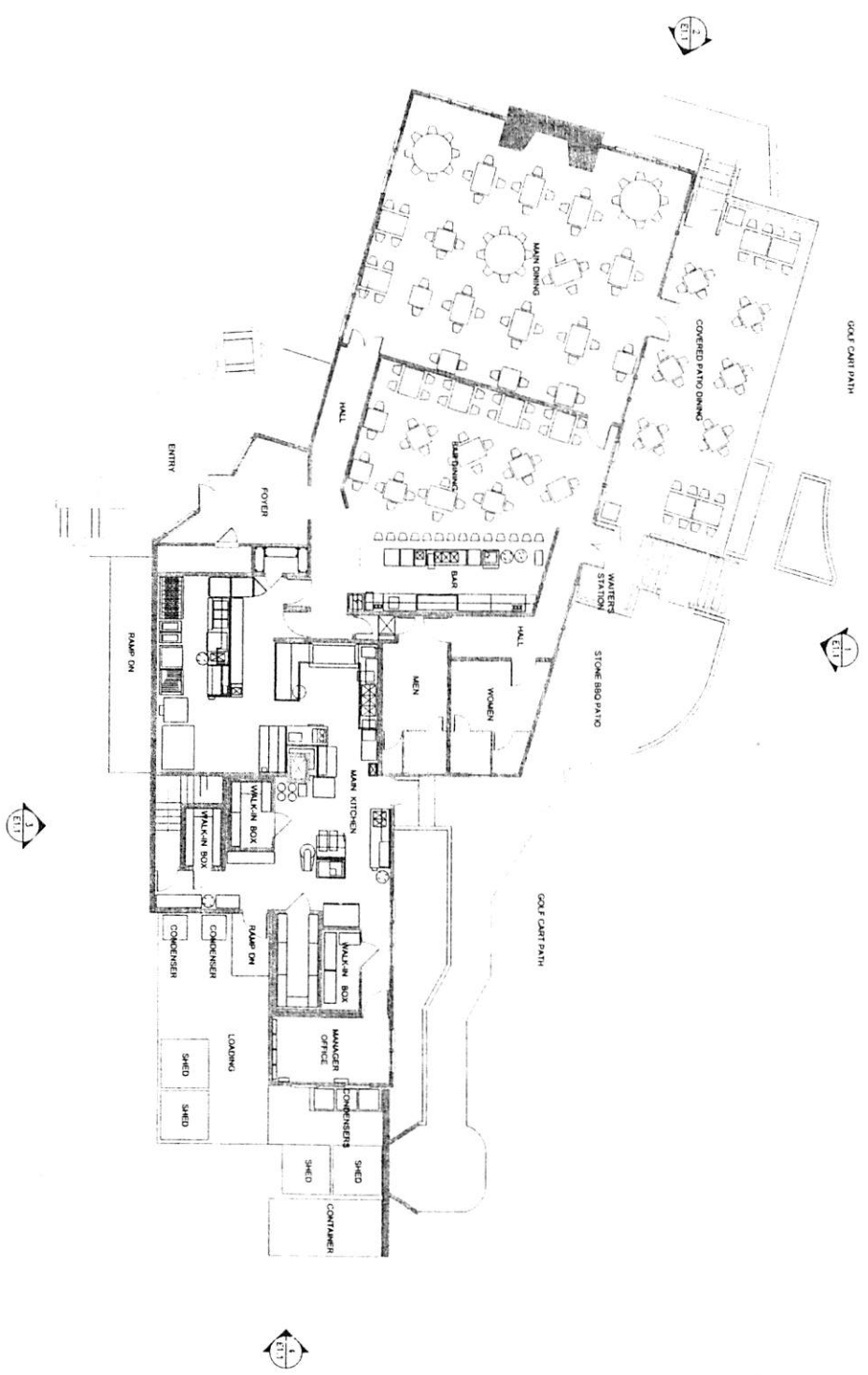
Scale 1" = 20'



# EXHIBIT F

(5-PAGE ARCHITECTURAL PLAN)





**1 PLAN - EXISTING LAYOUT**  
SCALE: 1/8"=1'-0"

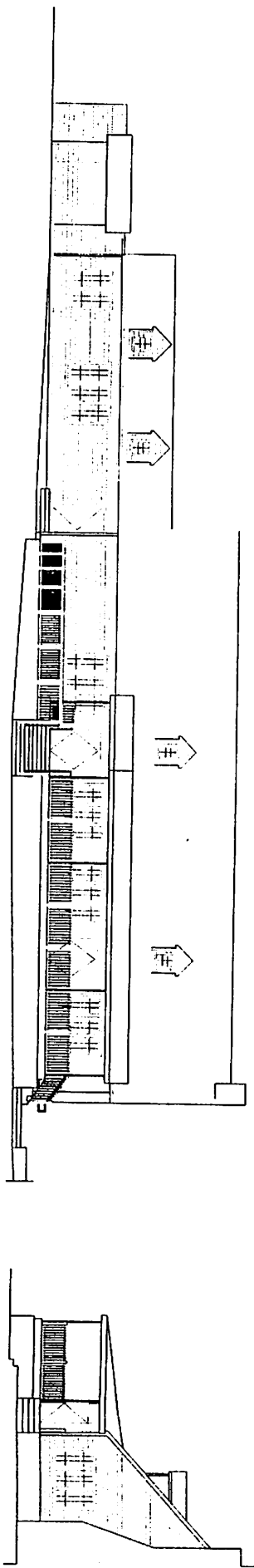
PRELIMINARY  
 NOTICE OF CONSTRUCTION



09/14/2012 ISSUED FOR PRELIM. REVIEW

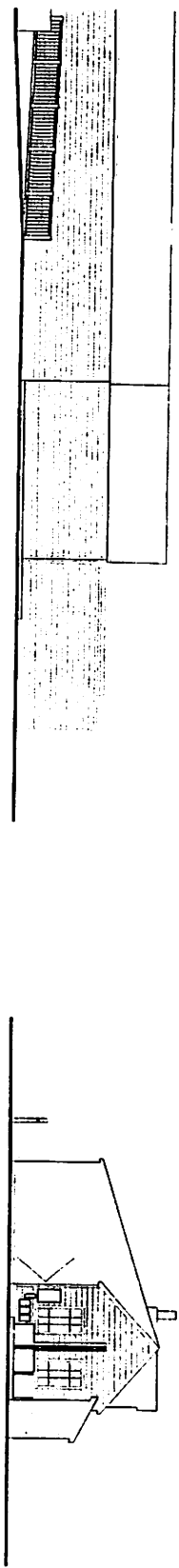
<p><b>PCDFA</b>          RESIDENTIAL AND COMMERCIAL ARCHITECTURE          PROJECT MANAGER          500 WEST PUTNAM AVENUE SUITE 400          GREENWICH CT 06030          (203) 917-4151          www.pcdfa.com</p>		<p>ALTERATIONS AND ADDITION TO:  <b>ZODY'S 19TH HOLE - E. GAYNOR BRENNAN GOLF COURSE</b></p>	
<p>PROJECT ADDRESS:  <b>STILLWATER AVENUE          STAMFORD, CT</b></p>		<p>SHEET TITLE:  <b>PLAN - EXISTING</b></p>	
<p>SCALE: 1/8" = 1'-0"</p>		<p>DATE: 09/14/2012</p>	
<p>DRAWN BY: CF</p>		<p>CHECKED BY: CF</p>	
		<p><b>E1.0</b></p>	

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1 ELEVATION - EXISTING  
SCALE: 1/8" = 1'-0"

2 ELEVATION - EXISTING  
SCALE: 1/8" = 1'-0"



3 ELEVATION - EXISTING  
SCALE: 1/8" = 1'-0"

4 ELEVATION - EXISTING  
SCALE: 1/8" = 1'-0"

08/14/2012 ISSUED FOR PRELIM. REVIEW

**PCDFA**  
 PCDF ARCHITECTURE LLC  
 ARCHITECTURAL AND COMMERCIAL ARCHITECTURE  
 500 WEST PUTNAM AVENUE SUITE 400  
 GREENWICH CT 06030  
 (203) 611-4151  
 www.pcdfa.com

ALTERATIONS AND ADDITION TO:

ZODDY'S 19TH HOLE - E. GAYNOR BRENNAN GOLF COURSE  
 PROJECT ADDRESS:  
 STILLWATER AVENUE  
 STAMFORD, CT

SHEET TITLE  
 ELEVATIONS - EXISTING

SCALE: 1/8" = 1'-0"  
 DATE: 09/14/2012  
 DRAWN BY: CF CHECKED BY: CF

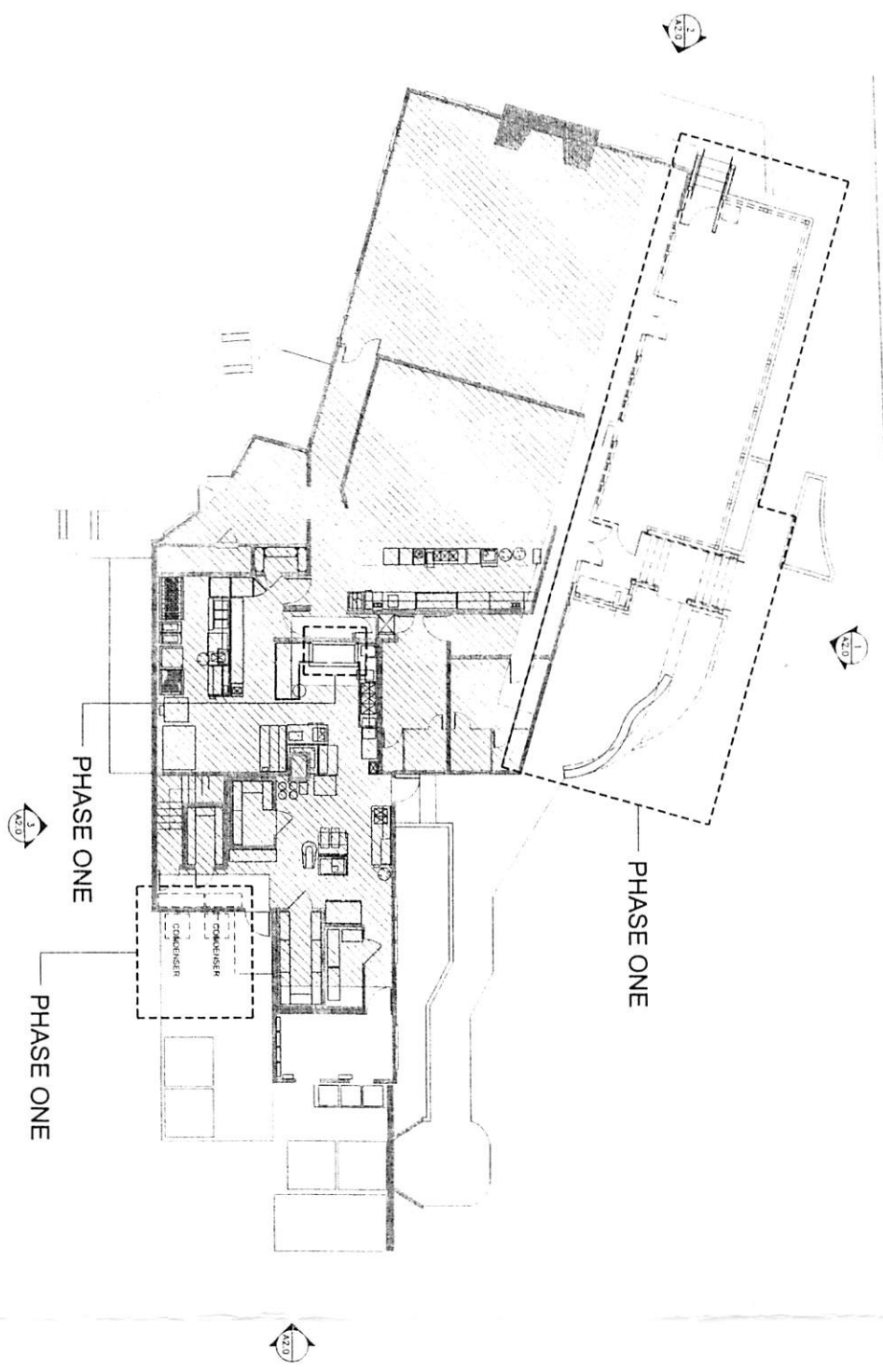
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PRELIMINARY  
 NOT FOR CONSTRUCTION



NORTH

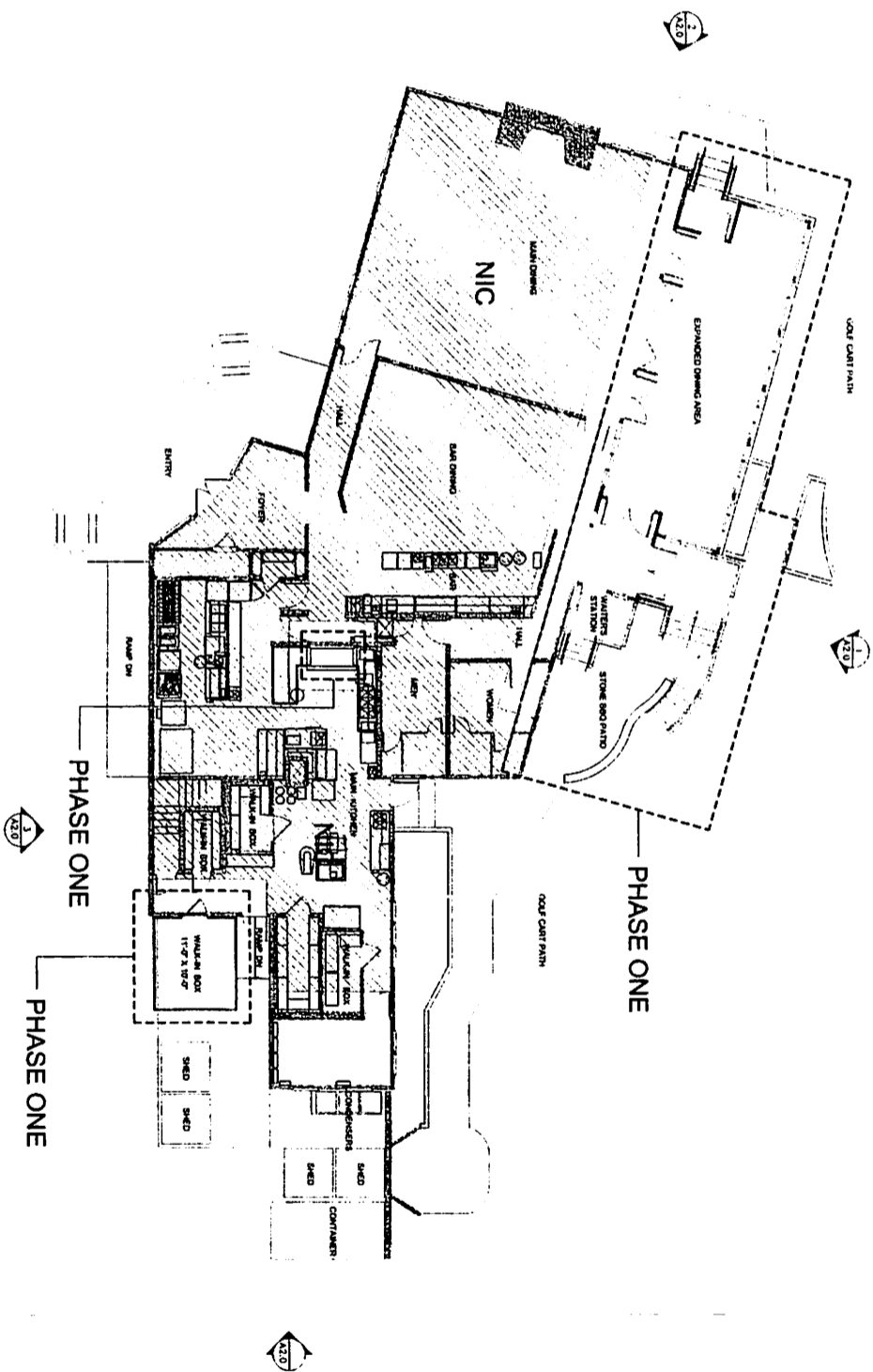
**1 PLAN - DEMOLITION + PHASING**  
 SCALE: 1/8"=1'-0"



PRELIMINARY  
 NOT FOR CONSTRUCTION



<p>06/12/2013 PROPOSED PROJECT PHASING          09/14/2012 ISSUED FOR PRELIM. REVIEW</p>	
<p>PCDFA ARCHITECTURE, LLC          RESIDENTIAL AND COMMERCIAL ARCHITECTURE          500 WEST PUTNAM AVENUE SUITE 400          GREENWICH, CT 06830          (203) 971-4757          www.pcdfa.com</p>	
<p>ALTERATIONS AND ADDITION TO:          ZODDY'S 19TH HOLE - E. GAVNOR BRENNAN GOLF COURSE</p>	
PROJECT ADDRESS	SHEET TITLE
STILLWATER AVENUE STAMFORD, CT	PLAN - DEMOLITION
SCALE: 1/8" = 1'-0"	
DATE: 09/14/2012	
DRAWN BY: CF	CHECKED BY: CF
<p><b>D1.0</b></p>	

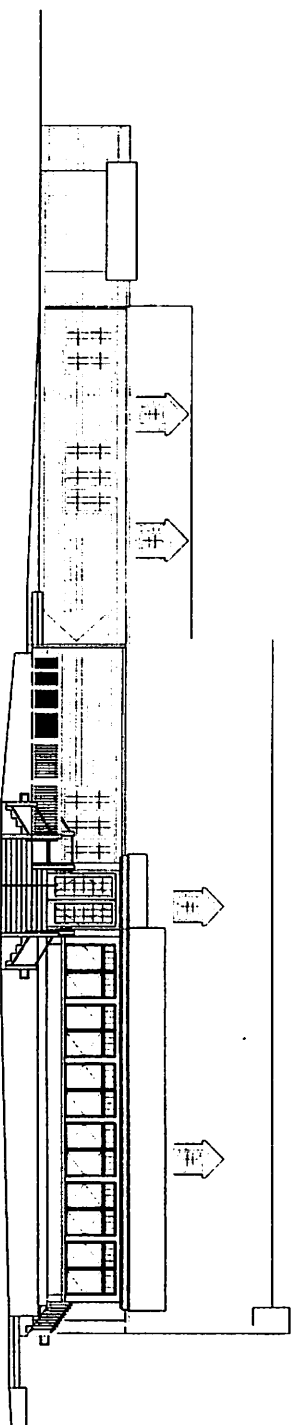


1 PLAN - PROPOSED LAYOUT + PHASING  
SCALE: 1/8"=1'-0"

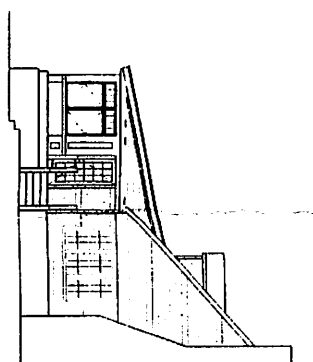
PRELIMINARY  
NOT FOR CONSTRUCTION



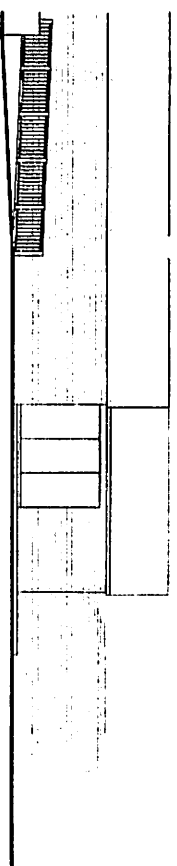
<p>08/12/2013 PROPOSED PROJECT PHASING 05/15/2013 NEW EXTERIOR STAIR LAYOUT 09/14/2012 ISSUED FOR PRELIM. REVIEW</p>	
<p>PCDFA PROJECT ADDRESS: ZODY'S 19TH HOLE - E. GAYNOR BRENNAN GOLF COURSE STILLWATER AVENUE STAMFORD, CT</p>	
<p>PCDF ARCHITECTURE LLC REGISTERED ARCHITECTS PROJECT ARCHITECT 90 WEST PUTNAM AVENUE SUITE 400 GREENWICH, CT 06830 (203) 817-4787 www.pcdfa.com</p>	
<p>ALTERATIONS AND ADDITION TO: ZODY'S 19TH HOLE - E. GAYNOR BRENNAN GOLF COURSE</p>	
<p>PROJECT ADDRESS: STILLWATER AVENUE STAMFORD, CT</p>	<p>SHEET TITLE: PLAN - PROPOSED</p>
<p>SCALE: 1/8" = 1'-0"</p>	
<p>DATE: 09/14/2012</p>	<p>CHECKED BY: CF</p>
<p>DRAWN BY: CF</p>	<p>A1.0</p>



1 ELEVATION - PROPOSED  
SCALE: 1/8" = 1'-0"



2 ELEVATION - PROPOSED  
SCALE: 1/8" = 1'-0"



3 ELEVATION - PROPOSED  
SCALE: 1/8" = 1'-0"

PRELIMINARY  
NOT FOR CONSTRUCTION

NORTH



09/14/2012 ISSUED FOR PRELIM. REVIEW

**PCDFA**

**PCDF ARCHITECTURE LLC**  
RESIDENTIAL AND COMMERCIAL ARCHITECTURE  
PROJECTS  
500 WEST PUTNAM AVENUE SUITE 400  
GROESBECK, CT 06860  
TEL: 873-4757 www.pcdfa.com

ALTERATIONS AND ADDITION TO:

ZODY'S 19TH HOLE - E. GAYNOR BRENNAN GOLF COURSE  
PROJECT ADDRESS: STILLWATER AVENUE STAMFORD, CT  
SHEET TITLE: ELEVATIONS - PROPOSED

SCALE: 1/8" = 1'-0"  
DATE: 09/14/2012  
DRAWN BY: CF CHECKED BY: CF

**A2.0**

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# EXHIBIT G

(RENT SCHEDULE)



**RENT SCHEDULE  
ZODY'S 19<sup>TH</sup> HOLE  
At E. Gaynor Brennan Golf Course**

January 1, 2014 through June 30, 2014	\$37,500.00
July 1, 2014, through June 30, 2015	\$75,000.00
July 1, 2015, through June 30, 2016	\$75,000.00
July 1, 2016, through June 30, 2017	\$75,000.00
July 1, 2017, through June 30, 2018	\$75,000.00
July 1, 2018, through June 30, 2019	\$77,250.00
July 1, 2019, through June 30, 2020	\$79,567.50
July 1, 2020, through June 30, 2021	\$81,954.53
July 1, 2021, through June 30, 2022	\$84,413.16
July 1, 2022, through June 30, 2023	\$86,945.56
July 1, 2023, through June 30, 2024	\$89,553.92
July 1, 2024, through June 30, 2025	\$92,240.54
July 1, 2025, through June 30, 2026	\$95,007.76
July 1, 2026, through June 30, 2027	\$97,857.99
July 1, 2027, through June 30, 2028	\$100,793.73
July 1, 2028, through December 31, 2028	\$51,908.77 (½ of \$103,817.54/year)

# EXHIBIT H

(INSURANCE REQUIREMENTS)



**City of Stamford**  
**Insurance Requirements – Zody’s 19<sup>th</sup> Hole, LLC**

The Concessionaire shall affect and maintain for the life of this Assignment and Amendment, commercial general liability and automobile liability insurance as shall protect the Concessionaire and the City of Stamford from claims for damages arising out of personal injury, including death, and claims for property damage, which may be suffered as a result of operations/completed operations under this Assignment and Amendment, whether such operations/completed operations be by the Concessionaire or any employee or agent thereof. The Concessionaire shall also affect and maintain for the term of this Assignment and Amendment workers’ compensation insurance covering injuries or disease suffered by the Concessionaire’s employees. The workers’ compensation insurance shall comply with all workers’ compensation statutes and regulations in the State of Connecticut. The Concessionaire shall also maintain all risk property, which insures all real and personal property of the Concessionaire from The City of Stamford, and boiler and machinery insurance, valued on a full replacement cost basis. The City’s Risk Manager also reserves the right to require the Concessionaire to affect and maintain other insurance coverage under the Assignment and Amendment that is deemed appropriate or necessary.

The Concessionaire 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 this Assignment and Amendment;
  3. Broad form contractual liability covering any indemnities contained in this Assignment and Amendment;
  4. Personal injury and advertising liability; and
  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; and
  3. Non-owned vehicles;
- E. All risk property insurance, which covers all real and personal property by the Concessionaire from The City of Stamford. The limits under the all risk property insurance shall be at full replacement cost basis and shall be sufficient to prevent the Concessionaire from incurring a co-insurance penalty because of inadequate limits. The all risk property insurance shall designate The City of Stamford as loss payee for any losses covered under this insurance. Any damages or losses beneath the applicable deductible(s) shall be repaired by the Concessionaire to the full satisfaction of The City of Stamford; and
- F. Boiler and machinery insurance, which covers all boilers, pressure-fired and non-pressured vessels, hot water heaters, gas-fired furnaces, electrical equipment and any other machinery and equipment, which is generally insured under a boiler and machinery policy. This insurance shall be on a full replacement cost basis and shall be sufficient to prevent the Concessionaire from incurring a co-insurance penalty because of inadequate limits.

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

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

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 shall be underwritten on a claims made basis, as opposed to an occurrence basis, shall contain a retroactive date not later than the date of execution of the Assignment and Amendment or commencement of the occupancy of the described premises by the Concessionaire, 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 Assignment and Amendment, whichever is later.

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

The Concessionaire agrees to waive any right of recovery against The City of Stamford, 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 Assignment and Amendment. All such insurance required under the Assignment and Amendment shall contain waivers of subrogation endorsements in favor of The City of Stamford, its employees, agents and officers. In addition, all such insurance required hereunder shall be primary insurance, without any right of contribution from any insurance maintained by or on behalf of The City of Stamford, its employees, agents and officers.

If, at any time, any of the said insurance policies shall be or become unsatisfactory to The City of Stamford as to form or substance, or if any insurance company shall become unsatisfactory to The City of Stamford, the Concessionaire shall promptly obtain a new insurance policy, submit same to the Risk Manager of The City of Stamford for approval and submit a certificate thereof as hereinabove required. Upon failure of the Concessionaire to furnish, deliver or maintain same, this Assignment and Amendment, at the election of The City of Stamford, may

forthwith be declared suspended, discontinued or terminated. Failure of the Concessionaire in the above shall not relieve Concessionaire from any and all liability under this Assignment and Amendment, nor shall the insurance requirements be construed to conflict with the obligations of the Concessionaire concerning its liability or indemnification obligations under this Assignment and Amendment.

The Concessionaire shall provide The City of Stamford with certificates of insurance or original copies of the insurance policies, whichever the Risk Manager for The City of Stamford may require, which contain all requirements in the insurance provision for this Assignment and Amendment.