TGM
ANCHOR POINT
MARINA

2027 SUMMER DOCKAGE CONTRACT

VESSEL OWNER'S NAME: _____ ("Tenant")

SLIP: _____ (the "Leased Premises")

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: _____ CELL: _____

EMAIL: _____

BOAT NAME: _____

TLOA: _____ BEAM: _____ DRAFT: _____

MANUFACTURER: _____

YEAR: ____ POWER or SAIL: _____ STATE REG or USCG DOC NUMBER: _____

HULL ID: _____

CONTRACT PERIOD: MAY 01, 2027 to OCTOBER 25, 2027

DOCKAGE RATE**:**

$129.00 per boat foot or slip foot (whichever is greater), except for the following slips listed with respective rates.

- **$149.00** per boat foot or slip foot (whichever is greater) for A-Dock slips A1, A3, A5, A7, A9, A11, A13, A15, A17, A19, A21, A23, A25, A26 and A27.
- **$149.00** per boat foot or slip foot (whichever is greater) for B-Dock slips B51 and B54.
- **$139.00** per boat foot or slip foot (whichever is greater) for C-Dock slips C56, C58, C60, C62, C64, C66, C68, C70 and C72.

Boats are measured as TLOA to include bow pulpits, swim platforms and outboards in the "up" position.

These rates are available provided this request for dockage is signed by the owner with a 25% deposit. The remaining dockage balance is due by March 01, 2027.

EARLY BIRD SPECIAL: Save 10% on your Summer Dockage when contracts are fully paid by February 15, 2027.

Utilities: $395.00 for each 30 amp hookup and $495.00 for each 50 amp hookup.

DOCKAGE RATE	_____	25% Deposit	_____
CT Tax 6.35%	_____		
UTILITY FEE	_____		
TOTAL	_____		

All fees shall be paid in full, in advance, by Tenant prior to entering the TGM Anchor Point Marina in Stamford, Connecticut (the "TGM Marina").

In addition to the fees above, Tenant will be required to pay $25 per Key FOB to TGM prior to the beginning of the Term. The assigned Key FOB will enable the Tenant to access certain secured gates and doors at the TGM Marina and the Facility Amenities (as hereinafter defined). On or prior to the termination of this Agreement, Tenant will return its assigned Key FOB to TGM.

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NO REFUNDS WILL BE MADE AFTER AGREEMENT IS SIGNED BY ALL PARTIES.

The Leased Premises and the Facility Amenities are offered with the understanding that TGM Anchor Point LLC, at times d/b/a TGM Anchor Point Marina ("TGM") assumes no liability whatsoever for any person, personal object, or vessel or their safety and will not be liable under any circumstances for loss or damage thereto. In addition, Tenant agrees that it will carry marine insurance in the minimum amount of $500,000.00 per occurrence in form and substance reasonably acceptable to TGM. A copy of the Insurance and State Registration or USCG Documentation must be forwarded to TGM to be reviewed and approved by TGM prior to Tenant occupying the Leased Premises. The terms of this agreement (this "Agreement") are continued on the attached pages which are made a part hereof.

TGM reserves the right to accept or reject requests for dockage for any reason; Tenant's submission of this form does not guarantee dockage at the TGM Marina will be granted by TGM. This Agreement is not valid until signed by all parties.

TENANT:

Vessel Owner Signature: _____ Date: _____

Accepted by:

TGM ANCHOR POINT LLC

By:_____ Date:_____

Name:_____

Title:_____

Rate _____

Discount _____

Deposit _____

Balance _____

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TERMS OF AGREEMENT

The term "Vessel" is used here to describe any manner of Water Craft permitted to navigate the waters of the State of Connecticut.

The period of the Agreement (the "Term") for the Leased Premises is from May 1, 2027 to October 25, 2027, subject to earlier termination by TGM pursuant to the provisions of this Agreement. TGM reserves the right to reassign a slip for any reason at any time upon giving notice thereof to Tenant. Vessels remaining at the Leased Premises after October 25, 2027 will be charged transient dockage rates until the Vessel is removed or winter storage contracts have been signed and paid in full by Tenant. Vessels remaining at the Leased Premises without winter storage contracts shall be considered abandoned property, in accordance with Connecticut law and TGM, after written notice (to the address on this Agreement to the Tenant), may remove said Vessel from the Leased Premises, at Tenant's expense. Tenant hereby agrees that time shall be of the essence with respect to Tenant's obligation to vacate and surrender possession of the Leased Premises upon the expiration of the Term, and Tenant shall vacate and surrender possession of the Leased Premises at such time in the original condition as existed prior to the commencement of the Term, and shall remove all of its personal property therefrom. Tenant's obligation to observe and perform this covenant shall survive the expiration or other termination of this Agreement.

Notwithstanding anything to the contrary contained in this Agreement, if at any time during the Term, TGM is considering selling or financing all or any portion of the TGM Marina and/or TGM Anchor Point Apartments in Stamford, Connecticut (the "Property"), and TGM determines, in its sole discretion, that this Agreement or Tenant's use of the Leased Premises may be objectionable to a prospective purchaser or prospective lender for any reason, then TGM, in its sole discretion, shall have the right to terminate this Agreement on not less than ten (10) days' notice to Tenant. If TGM terminates this Agreement pursuant to the immediately preceding sentence, TGM will pay Tenant the amount of the fixed rent (but not any of the additional fees) paid under this Agreement for the then current Term, and thereafter, TGM shall not have any further liability hereunder.

This Agreement is and shall be subject and subordinate to all ground or underlying leases which may now or hereafter affect the Property and to all mortgages which may now or hereafter affect such leases or the Property, and to all renewals, refinancing's, modifications, replacements and extensions thereof (hereinafter called "Superior Instruments"). The provisions of this paragraph shall be self-operative and no further instrument of subordination shall be required. In confirmation of such subordination, Tenant shall promptly execute and deliver, at its sole cost, any instrument, in recordable form if required, that TGM, the holder of any Superior Instrument or any of their respective successors-in-interest may request to evidence such subordination, and Tenant hereby appoints TGM or its successors-in-interest to be Tenant's attorney-in-fact, irrevocably and coupled with an interest, to execute and deliver any such instrument for and on behalf of Tenant.

This Agreement and the rights granted hereunder are non-transferable and are solely for the use of the Tenant expressly named herein. Tenant may not give, rent or sublease the use of the Leased Premises or the Facility Amenities to another Vessel or party. This Agreement shall not survive the sale or transfer of Vessel ownership, and Tenant shall immediately lose all of its rights under this Agreement upon such transfer. A Tenant intending to vacate an assigned slip for an extended period of time shall notify TGM in advance of doing so. TGM reserves the right to re-lease the Leased Premises during such period without any notice thereof, or liability therefor, to Tenant. If a Tenant sells, decides to leave or encounters a loss to the Vessel during the summer dockage season, no refunds will be made. In the event of a sinking, Tenant is responsible for the removal, at Tenant's sole cost; however, TGM, at its sole election, may (but shall not have any obligation to) remove the Vessel, at Tenant's sole cost.

The marina reserves the right to rent slips to transients when not occupied by the tenant. The tenant MUST notify the office of departure and return dates if the slip is vacant for more than one night.

Tenant will be allowed to use the facility amenities set forth on Exhibit A attached hereto (the "Facility Amenities") during the Term in accordance with the rules and regulations established by TGM from time to time, in its sole discretion, and in a manner that does not disturb other tenants at the TGM Marina or residents living at the Property or TGM's operation of the Property. Tenant may not permit any of the other Tenant Parties (as hereinafter defined) to use the Facility Amenities. Notwithstanding anything to the contrary contained herein, Tenant acknowledges and agrees that at any time during the Term, TGM may, in its sole discretion, change, limit, or restrict the availability and use of all or any portion of the Facility Amenities for any reason. No party other than Tenant shall be permitted to access or use the Facility Amenities, and no music, loud noises, large group of guests, or social events shall be permitted before 8:00 a.m. and after sunset during any day of the Term without first obtaining TGM's prior approval in each instance.

No slip at TGM Marina will be reserved without a signed agreement and reservation fee or payment. Reservation fees are non-refundable. Full payment of all slip fees and other charges due to TGM must be made pursuant to the terms of this Agreement.

To be admitted and to continue as a Tenant of TGM, a Tenant's Vessel must be:

a. Used for non-commercial purposes unless otherwise approved in writing in advance by TGM; in a safe and seaworthy condition and shall at all times be capable of moving from its slip under its own power. Vessels shall be kept clean and well maintained.
b. Subject to periodic inspection by TGM to confirm compliance with the terms of this Agreement.
c. Registered, identified, marked, equipped and maintained as required by law and safe practice.
d. Insured by complete marine coverage including liability (minimum of $500,000). It is the responsibility of each Tenant to submit to TGM, on an annual basis, a copy of the insurance certificate and applicable endorsements thereto offering proof of such insurance that is required hereunder. Each Tenant will be held responsible for damage caused to its own Vessel or other Vessels in the TGM Marina or to the structure of facilities thereof.
e. It is recommended that all Vessels equip themselves with an approved onboard fire-extinguishing device.

All Vessels must be secured in assigned slips in a manner acceptable to TGM. After notice to the Tenant, TGM may secure a Vessel at the Tenant's expense. Docking lines must be of proper size and strength so as to provide secure tie-up during storm conditions. There should be an accessible supply of "emergency" dockage lines on board. In the event of a named storm or hurricane, TGM, at its election, may attempt (but shall not have any obligation) to secure and protect Vessels; provided, however, TGM assumes no responsibility for providing nor failing to provide said protection. It is strongly recommended that Tenants not remain aboard their Vessels during hurricanes or severe storm conditions. TGM and its managing agent assume no responsibility for the safety of any Vessel, and will not be liable for loss or damage to the Vessel, its equipment or any personal property thereon resulting from Acts of God, fire, theft, or any other reason. TGM shall be entitled at any time to enter upon the Leased Premises to inspect the same or to perform repairs or additions therein. TGM shall have the right to discontinue any services, if any, being provided to the Leased Premises as a result of any strike, casualty, damage, repair or alteration or other cause beyond TGM's reasonable control. If the Leased Premises are damaged by fire or other casualty or cause, TGM may terminate the permission granted herein upon twenty-four hours' notice.

Tenant agrees to indemnify, protect, defend and save harmless TGM, its managing agent, and their respective partners, affiliates, members, officers, directors, contractors, agents and employees (collectively, the "TGM Parties") from and against any and all liability (statutory or otherwise), claims, suits, demands, damages, judgments, costs, fines, penalties, interest and expenses (including, without limitation, reasonable counsel and other professional fees and disbursements incurred in connection therewith) to which TGM and the TGM Parties may be subject or suffer arising from, or in connection with: (i) any liability or claim for any injury to, or death of, any person or persons, or damage to property (including any loss of use thereof), occurring in or about the Leased Premises, (ii) the use and occupancy of the Leased Premises or use or access of the TGM Marina, or from any work, installation or thing whatsoever done or omitted (other than by TGM or its agent or employees) in or about the Leased Premises by Tenant, or its agents, employees, contractors, representatives, guests, or visitors (collectively, the "Tenant Parties") during the Term, (iii) any default by Tenant in the performance of any of Tenant's obligations under this Agreement, and/or (iv) any act, omission, carelessness, negligence or misconduct of Tenant or the Tenant Parties. The indemnification under this paragraph shall survive the termination of this Agreement.

Tenant, at its sole cost, shall guarantee adequate supervision of all Tenant Parties that are accessing, using, or otherwise in the Leased Premises or the TGM Marina at all times during the Term. Tenant and the Tenant Parties at all times during the Term shall be subject to, and required to strictly comply with, all of TGM's rules and regulations, as same may be modified by TGM, in its sole discretion, from time to time. If Tenant or the Tenant Parties at any time exhibit inappropriate behavior in the sole reasonable judgment of TGM, and such behavior is not corrected immediately by the offending individual or Tenant, then TGM or its agent may (but shall have no obligation to) intervene directly with the offending individual, including the permanent removal of an offending individual from the Leased Premises or the TGM Marina.

The Tenant understands and agrees that the Tenant and the Tenant Parties will comply with the following TGM Marina Regulations:

a. Sec. 2524 General Statutes of Connecticut prohibits discharge or deposit of any rubbish, waste material or refuse material of any kind or description into water or any river, stream, pond, or tidal waters. Penalty: $1,000 fine or imprisonment of three months, or both.
b. ABSOLUTELY NO OPEN FIRES ARE PERMITTED ON DOCKS. Grilling on boats and docks is not permitted per NFPA code.
c. Use of plug in or accessory electric heaters and air conditioners are prohibited while boat is unattended.
d. No "For Sale" signs or any other advertisements may be displayed on vessels without the written approval of TGM.
e. Tenants shall keep the area surrounding their vessel neat and free of other impediments. If, under the judgement of TGM, excess debris or other items left surrounding a vessel, the items may be removed at the Tenant's expense.
f. Dock boxes will only be allowed with TGM's prior approval.
g. Observe good sanitation practices and the use of trash bags, Garbage and recycling must be put in The Marina dumpster and recycling bins..
h. Swimming, diving or fishing are prohibited from the TGM Marina or the Tenant's boat. Fishing is only allowed on the fishing pier off the boardwalk.
i. Children under the age of 14 years must be supervised by an adult and children under the age of 12 must wear a PFD while on the docks.
j. Tenants and their guests are encouraged to wear protective footwear while on the TGM Marina.
k. Dogs must be leashed at all times. Tenants must clean up after their dogs. Dogs are to be kept away from the plant and shrub areas.
l. Hazardous, nuisances, loud or offensive activities are prohibited. The use of loud sanding and grinding tools is prohibited.

Tenant shall, and shall cause the Tenant Parties to, at all times, use the Leased Premises only in a manner which is in full compliance with all present and future laws, orders, rules and regulations of all state, federal, municipal and local governments, departments, commissions and boards asserting jurisdiction thereover, or any direction of any public officer pursuant to law.

Dinghies - Tenants shall store Dinghies on their Vessels, not on docks. Dinghies of less than ten (10) feet which cannot be stored on the Vessel may be offered a tie up at the Dinghy Dock for a fee of $200.00 for the season. Tenant shall maintain its dinghy in a seaworthy condition and reasonable state of repair in keeping with the standards of the TGM Marina. Dinghies greater than ten (10) feet which are not stored on tenants' Vessels shall be considered independent Vessels and are required to obtain a slip within the TGM Marina at the current posted rates.

TGM shall have no obligation to alter, improve, decorate, or otherwise prepare the Leased Premises for Tenant's use and occupancy. Tenant shall not make any alterations, decorations, installations or improvements of any kind whatsoever to the Leased Premises (including, without limitation, satellite television antennas) without obtaining TGM's prior consent thereto, which consent may be granted or withheld in TGM's sole discretion. If TGM shall give such consent to any such alterations requested by Tenant, then Tenant shall remove same and restore the Leased Premises to its original condition prior to the expiration or earlier termination of the Term. Tenant shall keep the Leased Premises, the TGM Marina, the Property, and TGM's interest therein free from any liens arising from any work performed, materials furnished or obligations incurred by, or on behalf of Tenant. If any lien is filed for such work or materials, such lien shall encumber only Tenant's interest in leasehold improvements on the Leased Premises. Within ten (10) days after Tenant learns of the filing of any such lien, Tenant shall notify TGM of such lien and shall immediately discharge such lien.

Outside contractors may not undertake any work on Vessels, and vendors may not make any solicitations, in the Leased Premises or in the TGM Marina without the prior written approval of TGM, which may be granted or withheld in TGM's sole discretion. Additionally, all outside contractors must provide proof of liability insurance of at least $1,000,000.00. TGM reserves the right to stop any contractor or "do-it-yourselfer" from work that is harmful to the environment or disruptive to other tenants at the TGM Marina or residents at the Property. Any outside contractor who is not registered with TGM will be asked to leave.

TGM reserves the right to refuse any application for seasonal rental at its discretion. If Tenant defaults on any of the terms herein and TGM engages an attorney to enforce performance, the Tenant shall pay all collection costs incurred by TGM, including reasonable attorney's fees. If Tenant fails to make timely payments or is in breach of any of its obligations under this Agreement, then, in addition to any other remedies available to it, TGM may terminate this Agreement upon notice to Tenant and retain all fees hereunder, whereupon, this Agreement shall terminate on the date set forth in said termination notice and Tenant shall be liable for all fees and expenses (including, without limitation, reasonable attorneys' fees) which TGM may incur as a result of or in connection with Tenant's default hereunder. Upon such notice of termination for any reason herein, Tenant shall remove its Vessel within five (5) days of delivery of the termination notice from TGM to Tenant. In the event of Tenant's failure to timely remove the Vessel, TGM is hereby authorized by Tenant to proceed with the process of foreclosing on the Vessel in accordance with the Connecticut Abandoned Boat Act.

Parking at the TGM Marina - Tenant will be given two (2) parking passes for the TGM Marina's parking lot which may be used only by Tenant during the Term and which shall become invalid concurrently with the termination of this Agreement. All Vehicles must have current registration and be maintained in running condition. Additional and/or lost parking passes may be obtained for a fee of $50.00 for each, if available. Parking at the TGM Marina's parking lot will be provided on a "first come, first serve" basis, and Tenant acknowledges that issuance of a parking pass under this Agreement does not guaranty that Tenant will be able to find available parking at the TGM Marina's parking lot at any particular time. If Tenant desires to have a guest's or its own additional vehicle use the TGM Marina's parking lot, then Tenant first must request a temporary parking pass from TGM, which will be granted or withheld in TGM's discretion depending on parking

availability. Any temporary parking pass that is granted by TGM hereunder will not be valid for more than three (3) days without the prior consent of an officer of TGM.

This Agreement contains no provision or obligation for the providing of on-site security, guard service or surveillance by TGM. While TGM may make reasonable efforts to provide a secure facility, Tenant, on behalf of itself and the Tenant Parties, hereby agrees that TGM shall not be held liable under any circumstances for loss, injury, or damage of any kind resulting from fire, theft, vandalism, criminal acts, Acts of God, or other causes, taking place at the Leased Premises, at the TGM Marina, or at the Property, and irrevocably and unconditionally releases TGM and the TGM Parties from any and all claims and liability arising therefrom or in connection therewith.

This Agreement shall inure to the benefit of TGM's successors and assigns, and may not be modified except by a writing signed by the party to be charged. Tenant shall look only to TGM's estate in the Leased Premises for the satisfaction of any judgment in the event of any default by TGM hereunder, and no other property of TGM shall be subject to levy, execution or other enforcement procedure for the satisfaction of the same. TGM's principals, partners, members, affiliates, shareholders, directors or officers and other TGM Parties shall not be liable for the performance of any of TGM's obligations under this Agreement. The term "TGM" as used in this Agreement shall mean only the owner, or the mortgagee in possession, for the time being of the Leased Premises, so that in the event of any conveyance or sale thereof, TGM Anchor Point LLC, at times d/b/a TGM Anchor Point Marina, shall be, and hereby is, entirely freed and relieved of all obligations of landlord as the owner of the Leased Premises hereunder, and any successor owner of the Leased Premises may, at its option, terminate this Agreement.

Tenant covenants, represents and warrants that Tenant has had no dealings and negotiations with any broker or agent in connection with this Agreement and Tenant covenants and agrees to pay, hold harmless and indemnify TGM from and against any and all costs, expenses (including reasonable attorneys' fees "costs"), loss and liability for any compensation, commissions or charges claimed by any broker or agent other than the brokers specifically set forth in this paragraph with respect to this Agreement or the negotiation thereof.

This Agreement may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument. In addition, the parties may execute separate signature pages, and such signature pages (and/or signature pages which have been detached from one or more duplicate original copies of this Amendment) may be combined and attached to one or more copies of this Agreement so that such copies shall contain the signatures of each of the parties hereto. Further, each party hereto may rely upon an electronically transmitted .pdf file or telecopy (fax) of a counterpart of this Agreement or detached signature page therefrom that has been executed by the other party hereto as if the same were the executed original thereof, and the other party shall be bound thereby.

[No Further Text on this Page]

TGM
ANCHOR POINT
MARINA

[SIGNATURE PAGE TO TERMS OF 2027 DOCKAGE AGREEMENT]

TENANT:

Vessel Owner Signature: _____ DATE: _____

TGM
ANCHOR POINT
MARINA

EXHIBIT A

FACILITY AMENITIES

1) Two Level Athletic Club
2) Indoor Basketball Court
3) Racquetball Court
4) Swimming Pool
5) Café Lounge with Wi-Fi and Fresh Coffee
6) Landscaped Courtyards with Sitting Areas and Gas Grills
7) Media Center
8) Washer and Dryer Facilities
9) Marina and Athletic Bathroom and Shower Facilities