

**AMENDMENT TO LEASE**

**THIS AMENDMENT TO LEASE ("Amendment")** dated as of \_\_\_\_\_, 2022 by and between **TOWN OF BRANFORD**, a Connecticut municipality, having an address of 1019 Main Street, Branford, CT 06405 ("**Landlord**"), and **ZAMBELLI FIREWORKS**, a Pennsylvania Corporation, with a principal business address of 120 Marshall Drive, Warrendale, Pennsylvania ("**Tenant**").

**WHEREAS**, Landlord and Tenant entered into a certain lease dated May 25, 2021 (the "**Lease**") for the use and occupancy of a certain piece and parcel of real property known as Stony Creek Quarry and more particularly described in Exhibit A to the Lease for a term (the "**Term**") commencing on May 14, 2021 (the "**Commencement Date**") and ending at 12 o'clock midnight May 14, 2022;

**WHEREAS**, the parties now wish to amend the Lease to provide for a renewal term of three (3) additional years on the same terms and conditions included in the Lease as provided for in Section 3.2 of the Lease and to eliminate the provision providing for additional renewal terms.

**NOW, THEREFORE**, the parties agree as follows:

1. Landlord and Tenant agree that the Term of the Amended Lease shall be extended for a period of three (3) years, commencing on May 14, 2022 (the "**Renewal Term Commencement Date**") and expiring on May 14, 2025 (the "**Expiration Date**").

2. Section 3.1 of the Lease is hereby deleted

3. Except as specifically set forth in this Amendment, all terms used in this Amendment shall have the meanings ascribed to them in the Amended Lease.

4. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one instrument. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Facsimile signatures and electronic signatures shall be deemed to be original signatures and pdf electronic transmissions of any executed counterpart of this Amendment and/or retransmission of any executed facsimile or pdf electronic transmission shall be deemed to be the same as the delivery of an executed original. This Amendment shall not be effective unless and until it has been executed by all of the parties hereto.

Except to the extent modified herein, the Lease between the parties dated May 25, 2021, is hereby ratified and shall remain in full force and effect.

**IN WITNESS WHEREOF**, Landlord and Tenant have respectively signed and sealed this Second Amendment to Lease as of the \_\_\_\_ day of \_\_\_\_\_, 2022

Witnessed as to Landlord by:

LANDLORD  
**TOWN OF BRANFORD**

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

James B. Cosgrove  
Its First Selectman  
Duly Authorized

