COMMERCIAL LICENSE AGREEMENT

THIS COMMERCIAL LICENSE AGREEMENT (this "Agreement") is made effective as of _____, 2026 by and between Saint Leo Roman Catholic Church Corporation, a religious corporation having an address at 24 Roxbury Road, Stamford, Connecticut ("Licensor"), and City of Stamford ("Licensee") (collectively the "Parties").

1. **PREMISES**:

(a) Licensor hereby licenses to Licensee and Licensee hereby hires from Licensor 80 parking spaces located at 24 Roxbury Road, Stamford, Connecticut, (collectively, the "Premises") as depicted in greater detail in Exhibit A, subject to Licensor's reserved rights set forth in this Agreement. Licensor may only access and exit the Premises via Roxbury Road; and Licensor agrees to enforce this on anyone who may use the Premises under this License. All other areas of the property located at the aforementioned address and associated property are off limits to the Licensee except as necessary to be used as direct outdoor routes between portions of the Premises. Licensee shall only have exclusive use of the Premises during the following times: 7 am to 6 pm on Mondays through Friday, and at any other time as agreed to by Licensor in writing.

Notwithstanding the above, Licensee cannot use the Premises on the dates outlined in Exhibit C.

(b) Licensee acknowledges that neither the Licensor nor any agent or any employee of the Licensor has made any representation or warranty with respect to the Premises. Licensee warrants and represents that it has inspected the Premises and the condition thereof and, except as specifically provided elsewhere in this Agreement, agrees to accept the Premises in "as is" condition. Licensor shall have no obligation to improve the Premises in any way except as specifically provided in this Agreement.

2. **TERM AND RENT**:

(a) Initial Term. The Initial Term of this Agreement shall commence on the date of execution (the Commencement Date) and end on June 30, 2030, unless sooner terminated per the terms hereinafter set forth. The parties may negotiate for a longer term at any time provided that all other terms of this Agreement remain the same.

(b) Rent. The Rent under this Agreement shall be in the form of financial and in-kind assistance as follows:

Snow Removal – The Licensee shall reimburse the Licensor for the Licensor's snow removal expenses at the Premises only during the Term of this Agreement, but not to exceed Ten Thousand Dollars ($10,000.00) in any single year of the Term. The Licensor shall provide paid invoices to the Licensee for such snow removal services and the Licensee shall reimburse the Licensor within sixty (60) days of receipt of said invoices. The Licensee my self-perform these snow removal services at any time, at its sole expense and at its sole discretion; and

Paving – Within a reasonable amount of time after the end of the Term not to exceed 6 months, the Licensee shall re-pave that portion of the Premises identified as portion A and outlined in yellow on the arial map attached hereto as Exhibit B. Licensor shall repave the Premises in accordance with industry standards, which shall include (but not be limited to) the following:

- The contractor would bring a milling machine(giant grinder) that would grind down the parking lot about 2 inches deep;
- Then a paving box or similar machine would come in to lay down the new layer of asphalt to replace the 2" that was removed;
- A roller machine would compact the new asphalt layer; and
- A striping group could come in and layout and paint all the parking spaces.

(c) In addition to all other monetary obligations under this Agreement, Licensee shall be responsible to reimburse Licensor for any and all real estate taxes assessed against the Premises as a result of this Agreement, even if the taxes are assessed after the term of this Agreement.

(d) Upon the occurrence of an event of an unremedied default by the Licensee, all Rent and other amounts due under this Agreement shall be due and payable at once.

(e) The Licensee's obligation to pay the Rent shall survive the expiration of this Agreement, provided such expiration is not by reason of default by the Licensor. Should Licensee fail to pay Rent or otherwise perform as outlined in subsection (b) above, then Licensor may have the paving work outlined in subsection (b) above and Licensee shall repay Licensor to related costs, or Licensor may obtain an estimate to do the work and demand payment before the work is done. Should Licensor default on the terms of the Agreement without any fault or default from Licensee, the Licensee shall be relieved of its obligation to pay rent.

3. **SECURITY DEPOSIT.** Intentionally Omitted

4. **USES**:

(a) Licensee shall use the Premises solely for temporary parking of properly registered and insured passenger motor vehicles, school buses and school construction related vehicles and/or heavy equipment. No other uses of the Premises shall be permitted without the prior written consent of Licensor.

(b) Licensee shall ensure that its use complies with all applicable laws. It shall be Licensee's sole obligation to obtain all licenses, certifications, permits and franchises required by it for its use of the Premises. No failure to obtain the same, nor any revocation thereof by any governmental authority of any such licenses, permits or franchises heretofore or hereafter granted by any such governmental authority, shall in any manner affect this Agreement or diminish the amount of Rent or any other payments or charges payable by Licensee hereunder.

(c) Licensee shall not install any signage on the Premises or related property without the prior written approval of the Licensor. All approved signs shall be maintained by Licensee at its sole cost and expense in a first-class and safe condition and appearance. Upon the

termination of this Agreement, Licensee shall remove all signs and cause the land or property to be the same or substantially similar condition as it was before the sign was installed.

5. **COVENANTS BY LICENSEE:**

(a) Licensee shall pay promptly when due all Rent, Additional Rent and other charges under this Agreement at the time and in the manner set forth in this Agreement.

(b) Licensee shall procure and maintain in effect at all times all licenses, permits, and approvals required for any use made of the Premises by Licensee. Upon the expiration or termination of this Agreement, shall remove its goods and effects and those of all persons claiming under it, and to yield up peaceable to Licensor the Premises in good order, repair and condition in all respects, damage by fire, taking, casualty, and reasonable wear and tear excepted.

(c) Licensee shall not make any use of the Premises which is in violation of any law, ordinance or regulation or in violation of the terms of this Agreement, and Licensee shall not permit any act or thing to be done on the Premises which shall constitute a nuisance or which may make void or voidable any insurance on said Premises against fire or other casualty, and Licensee shall pay any increased or extra premium payable for any such insurance resulting from any act done by Licensee, its agents, servants, employees, invitees and/or contractors.

(d) Licensee shall pay promptly when due the entire cost of any work to the Premises undertaken by Licensee so that the Premises shall at all times be free of liens for labor and materials; shall procure all necessary permits and approvals before undertaking such work; shall do all of such work in a good and workmanlike manner, employing materials of good quality and complying with all government requirements; and shall save Licensor harmless and indemnified from all injury, loss, claims or damage (including, but not limited to, Licensor's costs of defense and reasonable attorney's fees) to any person or property occasioned by or growing out of such work.

6. **INSURANCE**:

(a) Licensee shall furnish liability insurance naming Licensor and The Bridgeport Roman Catholic Diocesan Corporation as additional insureds, in the amount of not less than $2,000,000 combined single limit policy for bodily injury and property damage. Licensee shall ensure that the insurance will not be canceled or substantially changed without at least thirty (30) days' prior written notice to Licensor and The Bridgeport Roman Catholic Diocesan Corporation. Licensee will name Licensor and The Bridgeport Roman Catholic Diocesan Corporation as additional insureds on its public liability insurance policy for the duration of the term of this Agreement for claims arising out of Licensee's operations or made by Licensee's employees, agents, students, guests, customers or invitees. Licensee must verify that its insurance policy is primary in the event of a covered claim or cause of action against Licensor and/or The Bridgeport Roman Catholic Diocesan Corporation. Licensee will provide proof to Licensor that the insurance requirements have been met as outlined in this Agreement.

(b) Licensee shall maintain worker's compensation insurance as required by law.

(c) At its cost, Licensor shall, from and after the commencement date of this Agreement, keep the Premises insured against loss or damage by fire and any casualties included in the extended coverage or supplementary contract endorsements, in an amount equal to the full replacement cost of the Improvements, exclusive of the foundation.

(d) Licensor does not waive any rights of recovery against Licensee for damages that are covered by Licensor's property insurance coverage.

(e) Licensee shall carry fire insurance covering the full replacement cost of all property of Licensee and all interior installations, decorations and equipment installed or made by him in the Premises, any loss payable under such insurance being payable directly to Licensee.

(f) Prior to the commencement date of this Agreement, Licensee shall deliver to the Licensor certificates evidencing such insurance and, at Licensor's option, deliver said original policies to the Licensor.

7. **INDEMNITY**: Licensee shall defend, hold harmless and indemnify Licensor and The Bridgeport Roman Catholic Diocesan Corporation against and from any claim or cause of action arising out of Licensee's use, occupancy and operation on the Premises, including but not limited to any claim or cause of action which is brought against Licensor and/or The Bridgeport Roman Catholic Diocesan Corporation based upon the acts or omissions of Licensee, its employees, agents, students, guests, customers, and invitees which is alleged against Licensor. The foregoing indemnity shall not apply to any such claims or causes of action arising out of the Licensor's negligent, reckless or intentional acts or omissions.

8. **ASSIGNMENT AND SUBLEASE**: This Agreement shall not be assigned, or the Premises underlet in whole or in part without the written consent of Licensor hereon endorsed, which consent may be granted or withheld in Licensor's sole discretion, and such consent having been given, Licensee shall nevertheless remain primarily liable to perform all covenants and conditions hereto and to guarantee such performance by its assignee and/or subtenant/sublicensee. Licensee must provide Licensor with a true and correct copy of each sublease and Licensee shall not be released or discharged from any of Licensee's obligations and liabilities under this Agreement and Licensee shall remain primarily liable for the obligations of the Licensee under this Agreement.

9. **DAMAGE**: If the Premises are partially damaged or destroyed by fire or other casualty**,** to such an extent as to materially affect Licensee's enjoyment of the Premises, Licensor or Licensee may elect to terminate this Agreement by giving written notice of termination to the other party. If neither party makes said election within 60 days of said damage or destruction, Licensor shall restore the Premises to its former condition within a reasonable time to the extent of any insurance proceeds which Licensor receives, and an equitable proportion of the Rent, according to the nature and extent of the damage or destruction, will be abated from the time of the damage or destruction until the Premises have been restored (as hereinabove provided), excepting, however, that if the extent of the damages is such as to render the Premises wholly unsuitable for Licensee's use, then unless the Agreement is terminated by Licensor or Licensee, all Rent shall abate and Licensee's obligations under this Agreement to pay Rent shall be suspended until such time as the Premises shall have been fully restored by Licensor. As used in

this Section, the term "within a reasonable time" shall mean that Licensor shall promptly make any necessary claim(s) to the appropriate insurance carrier (if any) and promptly provide said carrier with all documentation necessary to complete filing of the claim, if appropriate. Further, the term "within a reasonable time" as relates to repairs shall mean that, as soon as Licensor has received all insurance proceeds due it (where applicable), Licensor shall promptly commence and diligently proceed with all required repairs until completion of same in accordance with this Section.

10. **QUIET ENJOYMENT**: Licensor covenants and agrees with Licensee that it has good right to license the Premises, and upon Licensee paying the Rent and observing and performing all of the terms, covenants and conditions on Licensee's part to be observed and performed, Licensee may peaceably and quietly have, hold, occupy and enjoy the Premises without hindrance or disturbance.

11. **RESTRICTIONS**: Both parties to this Agreement hereby acknowledge the special religious nature of Licensor and the Roman Catholic Church of which it is a part. Because of that special religious nature, and in order to protect Licensor, the Roman Catholic Church and/or either or both of their agents, servants, employees or clergy from embarrassment, ridicule, damage to reputation, other damage or the appearance to permit, condone or otherwise approve of speech or action which contradict the teachings, laws or moral doctrines of the Roman Catholic Church, Licensee hereby agrees that it will not allow or permit any such speech or action in contradiction to the teachings, laws or moral doctrines of the Roman Catholic Church in or on the Premises or any part of the Premises by itself, its agents, servants, employees, contractors, assignees, subtenants or invitees (provided that the foregoing shall not preclude Licensee from engaging in activities on the Premises which are consistent with and customary for Licensee's approved use and shall not impose upon Licensee any obligation to monitor or control the private speech of students on the Premises). The Bishop or Administrator of the Roman Catholic Diocese of Bridgeport shall be the sole and absolute authority in deciding whether certain speech or action does contradict Roman Catholic teachings, laws or moral doctrines, and his decision shall be binding on such issues. In the event Licensee is notified by Licensor that the Bishop or Administrator has determined that such contradictory speech or action is occurring, Licensee shall immediately take any and all actions necessary to bring such speech or action to an immediate halt. The terms immediate and immediately, as used herein, shall mean such action shall be taken and such speech or activity shall be halted the same day notification is given to Licensee. The parties hereto acknowledge and agree that the restrictions against such speech or action contained herein are essential and material to this Agreement, and further agree that any such speech or action shall be conclusively presumed to cause damage and/or injury to Licensor for which there is no adequate remedy at law or equity other than an injunction or other restraining order, and shall conclusively entitle Licensor to obtain an injunction or other restraining order by a court of competent jurisdiction. In the event Licensor commences any legal action to protect its rights under this Section, Licensee shall be liable to Licensor for all costs incurred, including reasonable attorney's fees. This Section shall not apply after any sale of the Premises pursuant to the Licensee's exercise of its right to purchase.

12. **SAFE ENVIRONMENT PROVISIONS**: The Licensee's representative that will either be responsible for the Premises or the Licensor's point of contact shall be in full

compliance with Licensor's Safe Environment policy. The Safe Environment policies include the following:

- Attendance by Licensee at the Diocese of Bridgeport Safe Environment Awareness Training on child safety and abuse prevention or proof of substantially similar training by Licensee. Licensor will offer Virtus training at Licensee's cost.

- Proof of successful completion of a criminal background check for all employees and volunteers at the Premises.

- An acknowledgement of receipt of the *2020 Safe Environments Handbook* and The *Executive Summary for Independent Contractors, Tenants & Vendors* signed by Licensee or Licensee's Representative responsible for Licensee's compliance with this Section.

Licensee represents and warrants that employees of the City of Stamford and contractors retained by the City of Stamford shall be the only persons using the Premises and that said individuals will have successfully undergone a background check with the City of Stamford. Licensee shall tender a correspondence to the Safe Environment coordinator, Erin Neil, representing the same in this paragraph.

13. **DEFAULT BY LICENSEE**: Upon Licensee's failure to pay any installment of Rent, Additional Rent, or any other payment under this Agreement when due, or if Licensee shall fail to observe and perform any of the other conditions, agreements or provisions of this Agreement, it shall be lawful thereupon, after ten (10) days' written notice, and without any legal process (unless Licensee shall have remedied the failure within said ten (10)-day period or, for a default other than Licensee's failure to pay rent or any other sum payable by Licensee hereunder, Licensee shall have commenced in good faith within said ten (10)-day period to remedy said failure and diligently continues thereafter until said failure is remedied) for Licensor to: (1) re-enter and repossess said Premises, to remove all persons therefrom and to take exclusive possession of and remove all property therefrom; and/or (2) perform, on behalf of and at the expense of Licensee, any obligation of Licensee under this Agreement which Licensee has failed to perform, provided, however, that Licensor may exercise the remedy described in this clause without a default by, or notice to Licensee if Licensor, in its good faith judgment, believes it would be injured by failure to take rapid action or if the unperformed obligation of Licensee constituted an emergency. Upon any occurrence of default by Licensee hereunder, any and all rights of Licensee as a licensee shall, at the option of Licensor, immediately cease and terminate. Nothing provided herein shall be deemed to obligate or require Licensor to take any action or do anything for or on behalf of Licensee, or otherwise. The failure on the part of Licensor to re-enter or repossess the Premises, or to exercise any of its rights hereunder upon any default shall not be deemed a waiver of any of the terms and conditions of this Agreement, and shall not preclude Licensor from the exercise of any of such rights upon any subsequent occurring default or defaults.

Any costs or expenses incurred by Licensor (including, but not limited to, attorney's fees) in enforcing any of its rights or remedies under this Agreement shall be deemed to be Additional Rent and shall be paid to Licensor by Licensee upon demand.

14. **RESERVATIONS BY LICENSOR**: Licensor expressly reserves the following rights:

(a) To enter the Premises at any time in an emergency and at all other times upon reasonable notice to examine or to make such repairs, additions or alterations as it may deem necessary for the safety, improvement or preservation thereof, or of said Premises, but Licensor assumes no obligation to make repairs by virtue of this reservation.

(b) During or after the time Licensee abandons or vacates the Premises, or otherwise defaults hereunder, to enter and decorate, remodel, repair, alter or otherwise prepare the Premises for reoccupancy. The exercise of any reserved right by Licensor shall never be deemed an eviction or disturbance of Licensee's use and possession of the Premises and shall never render Licensor liable in any manner to Licensee or to any person.

15. **EMINENT DOMAIN**: If any person, authority or corporation, public, private or otherwise, shall at any time during the term of this Agreement or any renewal thereof lawfully condemn or take under power of eminent domain or condemnation the whole or any part of the Premises, then at the option of Licensor and upon notice to Licensee this Agreement shall immediately cease and terminate, and the Rent provided for hereunder shall be apportioned and adjusted as of the time of such termination. If, in the event of a partial taking, the portion taken leaves the remaining portion of the Premises wholly unsuitable for Licensee's use, then Licensee, at its election, may terminate this Agreement by giving notice to Licensor of its election and in such event the Rent shall be apportioned and adjusted as of the date of termination. If the term of this Agreement shall not be terminated as aforesaid, then the term of this Agreement shall continue in full force and effect and Licensor shall, within a reasonable time after possession is physically taken (subject to delays due to shortage of labor, materials or equipment, labor difficulties, breakdown of equipment, government restrictions, fires, wars, civil insurrections, riots or other casualties or causes beyond the reasonable control of Licensor), repair or rebuild what may remain of the Premises for the occupancy of Licensee; and a just proportion of the Rent be abated, according to the nature and extent of the injury to the Premises, until what may remain of the Premises shall be repaired and rebuilt as aforesaid; and thereafter a just proportion of the Rent shall be abated, according to the nature and extent of the part of the Premises acquired or condemned, for the balance of the term of this Agreement. Licensor reserves to itself, and Licensee assigns to Licensor, all rights to damages accruing on account of any such taking or condemnation except as hereafter stated or by any reason of any act of any person, authority or corporation, public, private or otherwise, for which damages are payable. Licensee agrees to execute such instruments of assignment as may be required by Licensor, to join with Licensor in any petition for the recovery of damages, if requested by Licensor, and to turn over to Licensor any such damages that may be recovered in any such proceeding. If Licensee shall fail to execute such instruments as may be required by Licensor, or to undertake such other steps as may be requested as herein stated, then, in any such event, Licensor shall be deemed the duly authorized irrevocable agent and attorney-in-fact of Licensee to execute such instruments and undertake such steps as herein stated in and on behalf of Licensee. It is agreed and understood, however, that Licensor

does not reserve to itself, and Licensee does not assign to Licensor, any damages payable for trade fixtures installed by Licensee at its own cost and expense and which would not otherwise become the property of Licensor under this Agreement, and any damages payable to Licensee for moving expenses.

16. **TAXES**: If, during the term of this Agreement, the taxes levied against the Premises exceed the taxes levied against the Premises on the next published Grand List as a result of this Agreement, then Licensee shall pay to Licensor as Additional Rent the amount of said increased taxes. It is the understanding of Licensor and Licensee hereto that the Premises is currently exempt from real property taxes and it is the intention of this Section that in the event the Premises, or any part of the Premises becomes taxable by virtue of Licensee's activities and/or use of the Premises, that Licensee shall be responsible to pay all of said taxes. In case a tax is imposed in lieu of or as a substitute, in whole or in part, for the real property taxes on the Premises, or any part of the Premises, or in case a tax is levied on rentals (other than income taxes or unrelated business income taxes), Licensee shall pay the amount of the excess of such substitute over the taxes levied against the Premises, or any part of the Premises, as the case may be, on the next published Grand List and any such tax on rentals**.**

Upon receipt of each bill for real estate taxes, Licensor shall advise Licensee of the amount thereof and provide Licensee with a copy of such bill and Licensee shall pay said amount to Licensor in time for Licensor to apply said payments to the tax bills rendered in a timely manner. Except in the case of a termination pursuant to any provisions of this Agreement, a proper pro rata apportionment shall be made for tax installments due during the year this Agreement begins and terminates, if appropriate.

Real estate taxes as used herein is defined to include any and all taxes assessed by the municipality, county or state or any separate taxing district or entity upon the real property of which the Premises are a part.

At all times, Licensee shall be responsible for the taxes (including but not limited to personal property, sales taxes, and other taxes) asserted against Licensee or related to its property or business; and shall be responsible for any fees, fines, duties, tariffs, levies, liens, etc. asserted against it by any third party, government, or agency.

17. **SUBORDINATION; LICENSEE'S NOTICE OF INTENT TO CANCEL:**

(a) This Agreement and any extension thereof, the lien thereof upon the Premises, and all rights of the Licensee hereunder, are hereby subordinated and made subject to liens of all bona fide mortgages to any bank, institutional lender, private lender or insurance company hereinafter placed on the Premises. No other instrument shall be necessary to subordinate this Agreement and all rights hereunder to the lien or liens of any such mortgage or mortgages. Nonetheless, Licensee hereby agrees that it will, upon demand, at any time or times execute, acknowledge and deliver to the Licensor, without expense to the Licensor, any and all instruments that may be necessary or proper to subordinate this Agreement and all rights hereunder to the lien of any such mortgage or mortgages.

(b) Anything to the contrary notwithstanding, Licensee shall not elect to exercise any right or option to cancel and terminate this Agreement for any default by Licensor without having first given any assignee of the rents hereunder or mortgagee of the Premises prior written notice of its election to so cancel and terminate, and the assignee and/or mortgagee, their successors and assigns, shall have thirty (30) days after the receipt of such notice in which to remedy or have remedied any default of Licensor and thereby void Licensee's election to cancel and terminate this Agreement.

18. **ESTOPPEL CERTIFICATE:** The Licensee, upon Licensor's written request, shall execute an estoppel certificate prepared by Licensor which certificate shall describe the license and any amendments thereto and shall set forth the license term, a description of the Premises, whether the license is in full force and effect, whether the Licensee has any defenses or rights of offset against the Licensor, the date to which rent payments have been paid in advance, whether there is any default on the part of the other party, and acknowledging that the prospective lender or purchaser is relying on the certificate and the information contained therein. Furthermore, Licensee agrees to deliver to any lender or purchaser designated by Licensor such financial statements of Licensee as may be reasonably required by such lender or purchaser, provided any such statements shall be existing documents that are public information (ex. the City of Stamford Certified Annual Financial Report).

19. **CONVEYANCE BY LICENSOR AND LIMIT OF LIABILITY:** Licensor shall be entitled to convey and otherwise dispose of the Premises and shall be entirely free and released of all covenants and obligations of the Licensor after the Premises are so conveyed, and Licensor shall not be subject to any liability resulting from any act or omission or event occurring after such conveyance. The purchaser, or any person who takes title to the Premises from the Licensor or any person who subsequently holds title to the Premises, shall be deemed to have assumed and agreed to carry out any and all covenants on Licensor's part to be performed under this Agreement. No further agreement will be required between the Licensor and the Licensee and any person holding title subsequent to Licensor in connection with the assumption of the obligations of Licensor hereunder.

20. **SURRENDER AND HOLDOVER:** On the Expiration Date or upon any earlier termination of this Agreement, Licensee shall, at its own expense, quit and surrender the Premises to Licensor broom clean, and in good order, condition and repair. Licensee expressly waives, for itself and for any person claiming through or under Licensee, any rights which Licensee or any such person may have under any applicable law in connection with any holdover summary proceedings which Licensor may institute to enforce the provisions of this Section.

If the Premises are not surrendered upon the Expiration Date, whether by lapse of time or otherwise, Licensee shall (a) pay to Licensor 150% of the then-current market rent plus all other costs for the first 30 days that Licensee shall retain possession of the Premises, and 200% of the then-current market rent, plus all other costs, for each subsequent month or portion thereof that Licensee shall retain possession of the Premises; (b) pay all damages sustained by Licensor on account thereof; (c) indemnify and hold Licensor harmless from any losses, claims or damages (including counsel fees) incurred by Licensor as a result thereof, including without limitation damages payable by Licensor to a third party which has licensed part or all of the Premises but is

prevented from taking occupancy thereof by Licensee's holdover; and (d) be subject to eviction proceedings and any other remedy or right accorded to Licensor in law or at equity.

Licensee's obligations under this Section shall survive the Expiration Date or sooner termination of this Agreement.

21. **ABANDONMENT OF PREMISES:** Licensee shall not vacate or abandon the Demised Premises at any time during the term hereof, and if Licensee shall abandon or vacate the Demised Premises, or be dispossessed by process of law, or otherwise, any personal property belonging to Licensee left upon the Demised Premises shall be deemed to be abandoned at the option of Licensor. It is further agreed between the parties that whenever this Agreement shall terminate either by lapse of time, abandonment, or by virtue of any of the express stipulations herein, the Licensee hereby waives any right to a jury trial and to any court appeals.

22. **GRACE PERIOD**: In any case where either party hereto is required to do any act, the time for performance thereof shall be extended by a period equal to any delay caused by or resulting from Act of God, war, civil commotion, fire or other casualty, labor difficulties, shortages of labor, materials or equipment, government regulations or any other causes beyond such party's reasonable control, whether such time be designated by a fixed date, a fixed time or a "reasonable time". This provision shall not apply to monetary obligations owed by Licensee.

23. **HAZARDOUS WASTE**: Licensee hereby irrevocably and unconditionally agrees to indemnify and hold Licensor harmless, at all times, from and against all liabilities, claims, liens, losses, costs, damages and expenses, including, but not limited to reasonable attorney's fees and costs of defense incurred by Licensor, claims paid whether as a result of final judgment or in the settlement of contested claims, which Licensor may incur, sustain or be liable for, directly or indirectly, as the result of any acts, omissions or negligence by Licensee, its agents, servants, employees, invitees or contractors which results in the exercise by the United States Environmental Protection Agency, the Connecticut Department of Environmental Protection, the local government or any legal authority, or any agents of any of said entities, of any legal rights it may now or hereafter be entitled to exercise with respect to Chapter 445 or 446K of the Connecticut General Statutes (C. G. S. §22a-114, et. seq. and C.G.S. §22a-416 et. seq. respectively), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901 et. seq.), the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601 et. seq.), the Hazardous Materials Transportation Act (49 U.S.C. §1801 et. seq.), the Federal Water Pollution Control Act (33 U.S.C. §1251 et. seq.), the Clean Air Act (42 U.S.C. §7401 et. seq.), the Toxic Substances Control Act (15 U.S.C. §2601 et. seq.) and the Occupational Safety and Health Act (29 U.S.C. §651 et. seq.) or any amendment, supplement or modification thereof or regulations or other authority promulgated thereunder, or any other similar Federal, State or local law, ordinance or regulation and for any other matter arising directly or indirectly as a result of said laws or regulations including, but not limited to, the removal of any "Hazardous Waste" as defined in the Federal laws or regulations or the Connecticut General Statutes or regulations, whether or not ordered by the respective Government agencies referred to above. In the event Licensor incurs any of such expenses, or any of the above mentioned authorities exercises any of the powers or rights set forth above as a result of the activities of Licensee as set forth above, then Licensor may require Licensee to post a bond in favor of Licensor in an amount sufficient to indemnify Licensor under this Section, the amount of said bond to be determined by Licensor. Failure of Licensee to

post said bond when required by Licensor shall be a default under this Agreement. The provisions of this Section shall survive termination of the Agreement and be binding on Licensee, its successors and assigns, and inure to the benefit of Licensor, its successors and assigns. Nothing contained in this Section shall limit the rights and obligations of the parties under any other part of this Agreement.

24. **NOTICES**: Any notice required to be given hereunder shall be deemed duly given if mailed in any Post Office by registered or certified mail or nationally recognized overnight courier addressed to Licensor at Saint Leo Roman Catholic Church Corporation, 24 Roxbury Road, Stamford, Connecticut and addressed to Licensee at City of Stamford, c/o Matt Quinones, Director of Operations, City of Stamford, Government Center, 888 Washington Boulevard, Stamford, Connecticut or at such other address as either party may give to the other in writing.

25. **LICENSEE'S REPRESENTATIVE**: The following representative of the Licensee is hereby authorized to act on behalf of the Licensee with respect to the Use at the License Premises and shall have full authority to accept instructions, make decisions, communicate for and act on behalf of Licensee at all times: Matt Quinones, City of Stamford Director of Operations.

26. **GENERAL PROVISIONS:**

(a) Entire Agreement. This instrument contains the entire and only agreement between the parties and no oral statements or representations or prior written matter not contained in this instrument shall have any force or effect. This Agreement may only be changed, modified or discharged by an agreement in writing executed by the parties hereto.

(b) Amendment. This Agreement may not be modified except in a writing executed by all of the parties hereto.

(c) Partial Invalidity. If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which is held invalid or unenforceable, shall not be affected thereby, and each remaining term, covenant, condition and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

(d) Governing Law. This Agreement is made and executed in and is to be construed under the substantive laws of the State of Connecticut. Licensor and Licensee hereby agree to be subject to the jurisdiction of Connecticut courts for the resolution of any dispute arising hereunder. Before a lawsuit is commenced or prosecuted in connection with this Agreement, the parties shall retain a mediator and mediate the dispute(s) in good faith.

(e) Successors and Assigns. Except as otherwise provided herein, the agreements, conditions, covenants and terms herein contained shall, in every case, apply to, to be binding upon, and inure to the benefit of the respective parties hereto and their respective heirs, administrators, executors, successors and assigns, with the same force and effect as if specifically mentioned in each instance where a party hereto is named.

(f) Assignment. Licensee may not assign this Agreement (in whole or in part) without the prior written consent of Licensee.

(g) PREJUDGMENT REMEDY: THE PARTIES HERETO ACKNOWLEDGE THAT THIS IS A "COMMERCIAL TRANSACTION": AS THAT TERM IS DEFINED IN CONNECTICUT GENERAL STATUES, CHAPTER 903A, SECTION 52-278(a), AS AMENDED, AND THAT THE LICENSEE HEREBY EXPRESSLY AND VOLUNTARILY WAIVES ANY AND ALL RIGHTS THAT IT MAY HAVE UNDER SAID ACT OR OTHERWISE FOR NOTICE AND HEARING WITH RESPECT TO ANY "PREJUDGMENT REMEDY" AS THAT TERM IS THEREIN DEFINED, AND THE LICENSEE HEREBY SPECIFICALLY CONSENTS TO THE ISSUANCE OF ANY WRIT FOR SUCH PREJUDGMENT REMEDY OR REMEDIES ON BEHALF OF SAID LICENSOR, WITH RESPECT TO ANY LAWSUIT OR CAUSE OF ACTION RELATING TO THIS AGREEMENT AND/OR ANY CLAIMS INCIDENTAL HERETO, WITHOUT SAID LICENSOR HAVING TO FIRST OBTAIN A COURT ORDER PERMITTING SAME, AS MIGHT OTHERWISE BE REQUIRED UNDER SAID CHAPTER A.

(h) Jury Trial. Licensee and Licensor each hereby waive trial by jury in any action or proceeding brought by either of the parties against the other.

(i) Future Development. Licensee understands that the Licensor reserves the right to develop, build, or sell the Property or portions thereof at Licensor's sole discretion. The Licensee is fully aware of this fact and agrees to the aforementioned.

(j) Counterparts. This Agreement may be executed in one or more counterparts, all of which shall, taken together, constitute one and the same agreement. Copies of this Agreement which are exchanged via facsimile, email or other electronic means, and the signatures thereon, will be deemed originals for all purposes hereunder.

Remainder of page intentionally left blank. Signature page follows.

Saint Leo Roman Catholic Church Corporation

By: _____

Most Reverend Frank J. Caggiano
Its President, thereunto duly authorized

City of Stamford

By: _____

Caroline Simmons
Its Mayor, thereunto duly authorized

Approved as to Form

By: _____

Chris Dellaselva
City of Stamford Asst. Corp. Counsel

Approved as to Insurance

By: _____

David Villalva
City of Stamford Risk Manager

EXHIBIT A

March 3, 2026

St. Leo Roman Catholic Church
24 Roxbury Road, Stamford CT 06902

Map ID 022/6644

80 Spaces

March 3, 2026



EXHIBIT B

PORTION A OF PARKING LOT TO BE PAVED BY LICENSEE

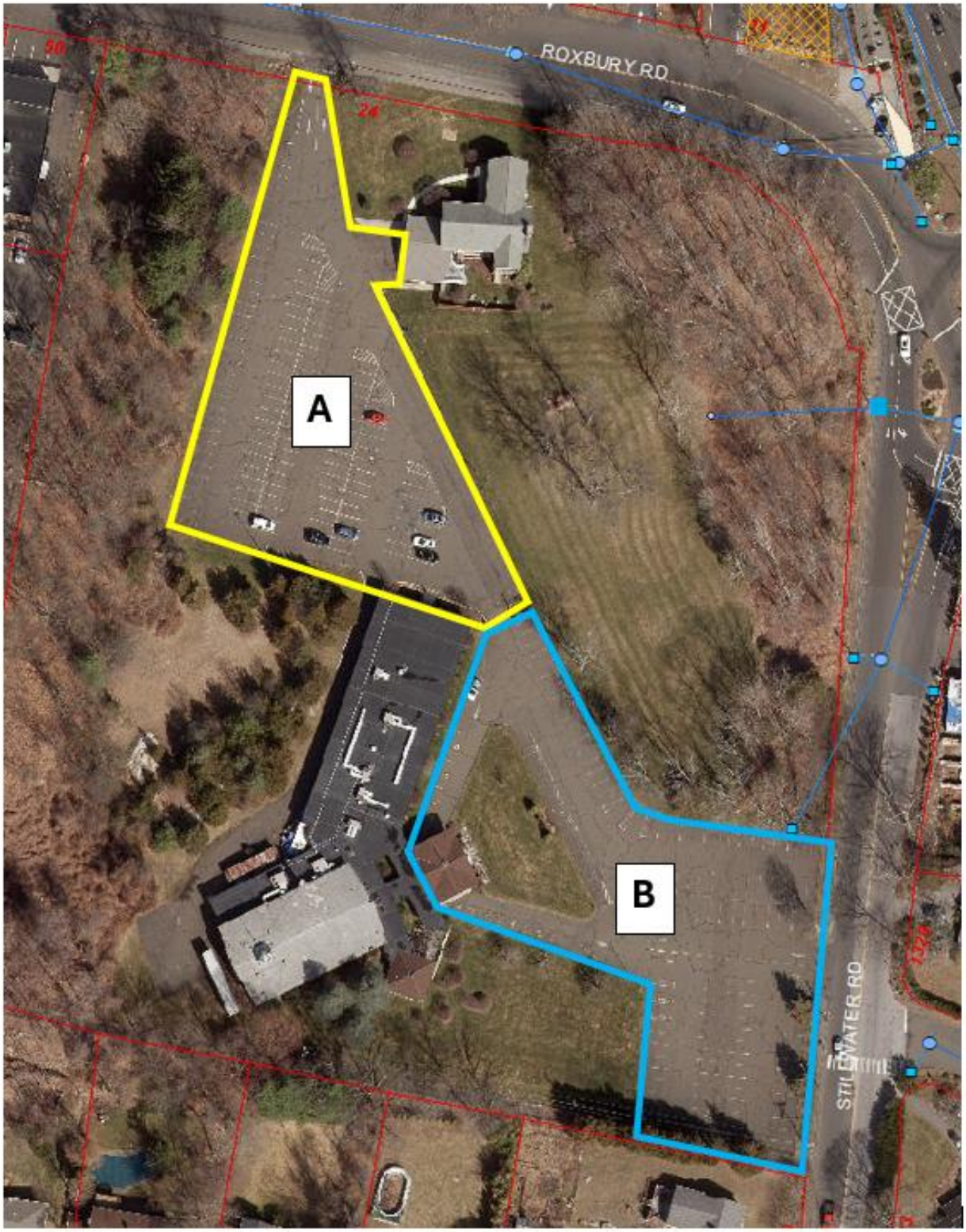


EXHIBIT C

Dates St. Leo Parking Lot cannot be used

2026 – 2029

2026

Wednesday August 19th (included) – Monday September 7th (included): Fair set up, celebration and clean up.

Thursday December 24th: Christmas Eve.

2027

Wednesday February 10th: Ash Wednesday.

Wednesday August 18th (included) – Monday September 6th (included): Fair set up, celebration and clean up.

Friday December 24th: Christmas Eve.

2028

Wednesday March 1st: Ash Wednesday.

Wednesday August 16th (included) – Monday September 4th (included): Fair set up, celebration and clean up.

2029

Wednesday Feb 14th: Ash Wednesday

Wednesday August 15th (included) – Monday September 3rd (included): Fair set up, celebration and clean up.

Monday December 24th: Christmas Eve