

LICENSE AGREEMENT

THIS LICENSE AGREEMENT made effective as of May 1, 2021 by and between **SAINT JUNIPERO SERRA PARISH CORPORATION**, a religious corporation organized and existing under the laws of the State of Connecticut, and having offices located 80 Hayes Road, South Windsor, CT 06074, (hereinafter "Licensor") and **HANK, LLC**, a Delaware limited liability company with an address of 125 Westledge Road, West Simsbury, CT 06092 (hereinafter "Licensee").

RECITALS:

WHEREAS, Licensor is the owner of a certain property located at 673 Ellington Road, South Windsor, Connecticut which includes a church building and a parking area (the "Property").

WHEREAS, Licensee is the owner of and engaged in building and development of a daycare facility located at 742 Ellington Road, South Windsor, Connecticut which will be operated by Educational Play Care, Ltd. ("EPC") and will have parking for fifty (50) vehicles.

WHEREAS, Licensee desires a revocable license to use fifty (50) parking space located in the parking area located on the Property (the "Premises") for limited special daycare events such as family day for individual classes ("Special Events") and Licensor wishes to grant such a revocable license to Licensee.

NOW, THEREFORE, for the reasons set forth above and in consideration of the promises and agreements of the parties herein, Licensor and Licensee agree as follows:

1. DEMISE OF PREMISES:

In consideration of the fees and covenants herein stipulated to be paid and performed by Licensee, Licensor hereby grants Licensee a revocable license to use fifty (50) designated parking spaces on the Property and the non-exclusive rights to the driveways to access such parking spaces, hereafter collectively referred to as the "Premises."

2. TERM:

A. Licensee shall use the Premises for up to four (4) Special Events per year which Special Events are to be held on Monday through Friday between the hours of 9:00 a.m. and 4:00 p.m. Each Special Events shall last no more than three (3) hours.

B. This Agreement shall be for a term of one (1) year (the "Term") commencing on May 1, 2021 and expiring on May 1, 2022, unless this License shall be sooner terminated as herein specifically provided or pursuant to law or unless renewed as hereafter provided. Upon mutual agreement of the parties as evidenced by a writing signed by both parties, the Initial Term may be renewed annually for successive one year terms, subject to termination by either party on thirty (30) days notice.

C. Licensee shall provide to Licensor a monthly schedule of Special Events sixty (60) days in advance so as to avoid any conflict with Licensor's use of the Premises.

D. Notwithstanding the foregoing, Licensor retains the right to utilize the entire parking lot for funerals, certain Holy/feast days, other church events, and to conduct maintenance. Licensor will provide Licensee with at least forty-eight (48) hours prior notice of those days on which the Premises will not be available to it. The Licensor will attempt to coordinate its exclusive use of the parking lot with Licensee's calendar. In the event of a conflict, Licensor's use shall prevail. Licensee shall provide a single point of contact to Licensor for purposes of notification of when Licensor will need use of the entire parking lot.

E. Either party has the right, without cause, to terminate this agreement upon providing the other party with at least thirty (30) days prior written notice. In the event that such notice is given, the parties shall remain responsible for all of their obligations under the License Agreement through the termination date and Licensee shall remain obligated for any property tax liability arising as the result of its use.

3. LICENSE FEE:

A. Licensee covenants to pay to the Licensors a fee of Three Thousand Five Hundred Dollars (\$3,500.00) upon the signing of this Agreement and a fee of Six Hundred Twenty-Five Dollars (\$625.00) on a quarterly basis commencing on May 1, 2021 and payable each quarter thereafter for which this license is in place, in advance, to Licensors at 80 Hayes Road, South Windsor, Connecticut 06074 by check or currency of the United States as shall at the time of payment be legal tender for the payment of public and private debts.

B. Licensee agrees also to be responsible to prepare and file the appropriate Connecticut Sales Tax Return to report this license of parking spaces and agrees to remit directly and timely to the State of Connecticut Department of Revenue Services any sales tax due per month, and shall provide Licensors with evidence of such filing and payment. Licensee agrees to indemnify and save Licensors harmless with regard to said sales tax and tax filing obligations, including any penalties, interest, or other expenses connected with same, whether assessed against Licensee or Licensors.

C. If Licensee shall fail to pay any fee provided herein within five (5) days after the due date, then Licensee shall pay an additional late charge for each month and portion thereof after the due date, calculated at the rate of five percent (5%) per month of the amount due but unpaid.

4. USE OF PREMISES:

A. Licensee, during the term of this License Agreement, shall occupy and use the Premises solely for parking for Special Events.

B. Licensee shall not allow its employees, agents, licensees, and invitees to loiter in or around the parking lot or to use any other area of the Property. Licensee, its employees, agents, licensees, and invitees shall use Long Hill Road to enter and exit the Premises.

C. Licensors shall have the right to designate the location of parking spaces to be used pursuant to this Agreement as well as enact any rules and regulations regarding use of the Premises.

D. Licensee shall not use the Premises for storage or for parking of any construction vehicles or equipment.

E. Licensee shall be responsible for providing transportation from and to the Premises to its daycare facility.

F. Licensee shall be responsible for any damage to the Premises caused by Licensee, its employees, agents, licensees, and invitees.

5. CONDITION OF PREMISES:

Licensee accepts and licenses the Premises in an "as is" condition.

6. TAXES:

The parking lot is currently tax exempt. Insofar as the Licenser will continue to utilize the Premises, it should remain property tax exempt. If, however, a property tax is imposed upon any portion of the parking lot as a result of the Licensee's use, Licensee agrees to pay any municipal real estate tax when due or shall take timely appeals thereof. Licensee shall indemnify and save the Licenser harmless with regard to said taxes as well as any interest, penalties or other expenses connected with same.

7. MAINTENANCE AND REPAIR:

A. Licenser shall, for its own use and benefit, keep the driveways, parking areas, sidewalks, walkways, and stairways located on the Premises free and clear of snow and sanded and salted within a reasonable period of time after precipitation has stopped falling. Licenser shall owe no duty to Licensee to clear the Premises of snow and ice. Licensee may clear snow from and salt the Premises and take other maintenance steps it deems necessary or prudent in connection with its use of the Premises.

B. Licenser is not responsible for maintenance or for providing security for and to the Premises, the sidewalks, walkways, and the driveways leading to and from the Premises. Licensee acknowledges and agrees that, to the fullest extent permitted by law, Licenser shall not be

responsible for any loss or damage to Licensee or Licensee's property arising from or related to Licensee's use of the Premises or exercise of any rights under this Agreement. Licensee agrees that it uses said Premises at its own risk.

8. COMPLIANCE WITH LAW:

Licensee shall, at its sole cost and expense, comply with all laws applicable to Licensee's use of the Premises and shall indemnify and save Licensor harmless from all fines, penalties, and costs for violation of or noncompliance with the same.

9. INDEMNIFICATION:

To the extent not covered and paid by Licensee's insurance, Licensee agrees to pay, and to protect, indemnify, and save Licensor harmless from and against, any and all liabilities, damages, costs, expenses (including attorneys' fees), causes of action, suits, claims, demands or judgments of any nature whatsoever which occur as a result of and/or arise out of: (i) Licensee's failure to perform (in whole or in part) its obligations pursuant to this License Agreement; (ii) any injury to, or the death of, persons or damage to property in any manner arising from the use, possession, operation or occupation of the Premises by Licensee; and (iii) any misconduct or negligence on the part of Licensee or any of its agents, servants, employees, licensees or invitees who is using the Premises.

10. INSURANCE:

Throughout the term of this License and any extensions thereof, Licensee shall maintain public and legal liability insurance covering the Premises providing for single limit coverage of at least One Million Dollars (\$1,000,000.00) with One Million Dollars (\$1,000,000.00) in excess coverage. Licensee's insurance policy(ies) shall name the Licensor, Saint Junipero Serra Parish Corporation, and The Hartford Roman Catholic Diocesan Corporation (134 Farmington Ave., Hartford, CT 06105) as primary insureds, and Licensee shall provide Licensor with a certificate evidencing said insurance upon written request by Licensor. The foregoing insurance shall be issued by insurers of recognized responsibility authorized to do business in the State of Connecticut.

11. ASSIGNMENT AND SUBLETTING:

Licensee may not sublet the Premises or any portion thereof and may not assign all or any part of its rights and interests hereunder except Licensee may assign its rights and interests to EPC. This Agreement does not confer any rights or benefits upon any persons or entities other than Licensors and Licensee and their permitted, respective successors and assigns. There are no third party beneficiaries.

12. DEFAULT PROVISIONS:

A. Any of the following occurrences or acts shall constitute an event of default under this License Agreement:

(i) If Licensee, at any time during the term of this License Agreement shall (a) fail to make payment of any fee or of any other sum herein specified to be paid by Licensee, or (b) fail to observe or perform any of Licensee's other covenants, agreements or obligations hereunder, and if any such default shall not be cured as to (a), within five (5) days after same is due, or as to (b), within thirty (30) days after receipt of written notice from Licensors specifying such default or defaults, if such default is susceptible of cure within said time or, if not possible to cure such default within thirty (30) days, then within such longer period of time as may be reasonably required, or

(ii) If any other event of default occurs as defined elsewhere in this License Agreement.

B. Remedies:

Upon the occurrence of any event of default which is not cured within the applicable grace period herein provided, then or at any time thereafter while any such event of default shall continue, Licensors shall have the right at its election to terminate this License Agreement; and, in the event of such termination, all right, title and interest

of Licensee hereunder shall thereupon expire and Licensee agrees it shall then peaceably and quietly quit the Premises and surrender the same to Licensors.

Licensee agrees to pay to Licensors on demand all reasonable expenses (including attorneys' fees) incurred by Licensors in obtaining possession, and in putting the Premises in the same order and condition in which the Premises were received, reasonable wear and tear excepted.

13. NO ACCORD AND SATISFACTION

No acceptance by the Licensors of a lesser fee than the charges then due shall be deemed to be other than on account of the earliest fees due, nor shall any endorsement or statement on any check or letter accompanying any check or payment as fees be deemed to be accord and satisfaction. The Licensors may accept such check or payment without prejudice to the Licensors' right to recover the balance of such fees due or pursue any other remedy in this License Agreement or at law or in equity available to it.

14. HOLDOVER:

If Licensee remains in possession of the Premises after the expiration or termination of this License Agreement, Licensee shall be a Licensee at sufferance subject to all of the terms and conditions of this License Agreement, except that fees due from Licensee shall be 150% of those in effect immediately prior to the expiration of the term of this License Agreement. Licensee shall also defend, indemnify, and hold Licensors harmless from and against any and all damages sustained and liabilities incurred by Licensors as a result of Licensee's continued occupancy of any part of the Premises beyond the term of this License Agreement (including attorneys' fees), and Licensee shall pay to the Licensors all damages, direct or indirect, sustained by the Licensors by reason of such holding over.

15. LICENSE AGREEMENT CONTAINS ALL AGREEMENTS:

This License Agreement contains all of the covenants, agreements, terms, provisions, and conditions relating to the licensing of the use of the Premises hereunder, and Licensor has not made and is not making, and Licensee, in executing and delivering this License Agreement, is not relying upon any warranties, representations, promises, or statements except to the extent that same may be expressly set forth in this License Agreement.

16. LICENSE AGREEMENT NOT TO BE RECORDED:

This License Agreement or any notice thereof shall not be recorded on any Land Records. If Licensee should cause this License Agreement or a Notice thereof to be recorded on any Land Records, same shall constitute an act or event of default, and in that event, all of the Licensee's rights under this License Agreement shall immediately and automatically be terminated.

17. NOTICES, DEMANDS AND OTHER INSTRUMENTS:

All notices, demands, requests, consents, approvals, undertaking and other instruments required or permitted to be given pursuant to the terms hereof shall be in writing and shall be deemed to have been properly given if served personally to the representative of the Licensee identified in the first paragraph of this License Agreement, or if sent by certified United States mail, postage prepaid, return receipt requested, as follows:

As to Licensee: _____

As to Licensor: Pastor
Saint Junipero Serra Parish Corporation
80 Hayes Road
South Windsor, CT 06074

Licensor or Licensee shall, from time to time, have the right to specify as its proper address for the purposes of this License any other address upon giving written notice thereof to the other party.

18. SURRENDER:

Upon the expiration or sooner termination of this License, Licensee shall peaceably and quietly leave, yield up and surrender the Premises to Licensor in no worse condition than same were in when received from the Licensor at the commencement of the term of this License.

19. CONNECTICUT LAW:

This license shall be governed by, construed and enforced in accordance with, the laws of the State of Connecticut.

20. ATTORNEYS' FEES:

In the event that either party to this License defaults on any obligation, the defaulting party shall pay to the non-defaulting party any and all reasonable expenses incurred in enforcing the provisions of this License, including reasonable attorneys' fees.

IN WITNESS WHEREOF, Licensor and Licensee have executed this License Agreement effective as of May 1, 2021.

LICENSOR: Saint Junipero Serra Parish Corporation

By Rev. Jorge E. Castro
Rev. Jorge E. Castro
Its Treasurer

LICENSEE: Hank, LLC

By C. P. t
Its Member, duly authorized