

LICENSE AGREEMENT

This License Agreement is dated as of the ___ day of _____, 2011, by and between **ANTARES SHS, L.P.**, a Connecticut limited liability company with a mailing address at 100 Washington Boulevard, Suite 200, Stamford, CT 06902 (“Licensor”), and **THE CITY OF STAMFORD**, a municipal corporation organized and existing pursuant to the laws of the State of Connecticut with a mailing address of 888 Washington Blvd, Stamford, CT 06901 (“Licensee”).

WITNESSETH

WHEREAS, Licensor is the owner of a property located at **700 Canal Street** in Stamford, Connecticut as designated on Exhibit A hereto (the “Licensed Premises”); and

WHEREAS, Licensee desires to license and occupy the Licensed Premises; and

WHEREAS, Licensor is willing to license to Licensee the Licensed Premises in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and of other good and valuable consideration, the receipt of which is hereby acknowledged, Licensor and Licensee agree as follows:

1. Grant of License. Licensor hereby grants to Licensee a temporary and revocable license for the use and occupancy of the Licensed Premises.
2. Term. This License Agreement is effective as of **December** ____, **2011** and shall continue in full force and effect until **August** _____, **2012**; provided that, this License Agreement may be terminated (i) immediately by Licensor upon an event of default by Licensee of its obligations under this License Agreement or (ii) at any time and for any reason by Licensor or Licensee upon thirty (30) days prior written notice of the effective date of termination (the “License Term”). Upon termination of this License Agreement, Licensee shall immediately deliver possession of the Licensed Premises to Licensor in the same condition which exists on the date hereof with normal wear and tear excepted.
3. License Fee; Security. Licensee shall pay to Licensor a fee of \$ 0.00 per month for the use and occupancy of the Licensed Premises (the “License Fee”). The License Fee, if any, will be due and payable in advance on the first day of each calendar month commencing with the month in which Licensee occupies the Licensed Premises and ending on the date that Licensee vacates the Licensed Premises. The License Fee shall be pro-rated for any partial months falling within the term of this License Agreement.
4. Limitations on Grant and Licensee’s Rights. This License Agreement shall not, under any circumstances, constitute nor be construed as a lease of real property. Licensee is granted a temporary and revocable license to use and occupy the Licensed Premises, only, and shall have no real property interests or rights as a tenant, in or to the Licensed Premises.
5. Indemnification. Licensee shall defend, indemnify and hold harmless Licensor and all Insured Parties from and against any and all claims, demands, liabilities, losses, damages, injuries, costs and expenses, including reasonable attorneys’ fees and disbursements (collectively, “Claims”) caused by or resulting from (a) the conduct or management of the Licensed Premises or of any business therein, or any use, non-use, possession, management or maintenance of the Licensed Premises, or any work or act done, or any condition created at the Licensed Premises during the License Term or during any holdover by

Licensee after the expiration or earlier termination of the License Term; (b) any act, omission or negligence of Licensee or any of its invitees, agents, servants, employees or contractors; and (c) any accident, injury or damage occurring at the Licensed Premises during Licensee's use and occupancy of the Premises. Licensee's obligations under this Section 5 shall survive the expiration or termination of this License.

6. Condition of Licensed Premises. Licensee has examined and is familiar with the present condition of the Licensed Premises and agrees to accept the Licensed Premises, "As-Is", in such condition.

7. Use and Maintenance of Licensed Premises.

(a) Licensee shall use the Licensed Premises for the sole purpose of office space for use by Training Division, substantially similar to the use currently existing at 850 Canal Street (the "Permitted Use"). Licensee hereby covenants and agrees that it shall not use the Licensed Premises for any purpose(s) other than the Permitted Use, including, but not limited to, the storage of any Hazardous Substances or any material containing a Hazardous Substances. For purposes hereof, "Hazardous Substances" shall mean and include those elements, wastes, materials, substances or compounds which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (the "EPA") or the list of toxic pollutants designated by Congress or the EPA or defined by any other Federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material as now or at any time hereunder in effect, including, without limitation, asbestos, petroleum, polychlorinated biphenyls, radioactive substances, methane, volatile hydrocarbons and industrial solvents.

Licensee shall, at its sole cost and expense, obtain all governmental licenses and permits required for the Permitted Use.

(b) Licensee shall, at its sole cost and expense, maintain the Licensed Premises in a neat and clean condition. During the License Term, Licensee shall be solely responsible for all expenses, maintenance and insurance related to its use. If Licensee does not make the maintenance and repairs required hereunder promptly and adequately, Licensor may but need not make such maintenance and repairs and pay the costs thereof, and such costs shall be an additional fee payable to Licensor upon demand. Further, Licensee shall be responsible for, and upon demand by Licensor shall promptly reimburse Licensor for, any damage to any portion of the Licensed Premises caused by (a) Licensee's activities in the Licensed Premises; (b) the performance or existence of any permanent alterations, additions or improvements made by Licensee in or to the Licensed Premises; (c) the use, operation or movement of Licensee's property in or about the Licensed Premises; or (d) any wrongful act or omission by Licensee or its employees, officers and duly-authorized agents or invitees. Any obligation for the Licensee to pay for expenses, fees, costs, etc. referenced in this License is subject to the appropriation and approval in accordance with the laws of the City of Stamford.

8. Compliance With Laws And Other Requirements. Licensee shall not use the Licensed Premises, or permit the Licensed Premises to be used, in any manner which (i) violates any applicable law, rule or regulation; (ii) causes or is reasonably likely to cause permanent damage to the Licensed Premises; (iii) violates a requirement or condition of any fire and extended insurance policy covering the Licensed Premises, or increases the cost of such policy; or (iv) constitutes or is reasonably likely to constitute a nuisance, annoyance or inconvenience to neighbors, adjoining property owners, and/or other licensees or occupants of the Licensed Premises.

9. Insurance. At all times during the License Term, Licensee shall procure and maintain, at its sole expense, the following insurance:

(a) General public liability insurance, with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) aggregate in respect to bodily injury and One Million Dollars (\$1,000,000.00) for property damage in connection with the Licensed Premises. Such liability insurance shall be in effect as of the commencement of the term of this License. Licensee shall name Licensor and BLT Management LLC as additional insureds and certificate holders on such policy and deliver within ten (10) days from the date hereof a certificate of insurance listing Licensor and BLT Management LLC as additional insureds and certificate holders.

(b) Workers' Compensation Insurance in accordance with the laws of the State of Connecticut, and Employer's Liability insurance with a limit not less than One Million Dollars (\$1,000,000) Bodily Injury Each Accident; One Million Dollars (\$1,000,000) Bodily Injury By Disease - Each Person; and One Million Dollars (\$1,000,000) Bodily Injury to Disease - Policy Limit.

(c) All insurance required to be maintained by Licensor shall be issued by insurance companies authorized to do insurance business in the State of Connecticut and rated not less than A-VII in Best's Insurance Guide. A certificate of insurance (or, at Licensor's option and request, copies of the applicable policies) evidencing the insurance required under this Section 9 shall be delivered to Licensor within ten (10) days from the date hereof. No such policy shall be subject to cancellation or modification without thirty (30) days prior written notice to Licensor. Licensee shall furnish Licensor with a replacement certificate with respect to any insurance not less than thirty (30) days prior to the expiration of the current policy.

(d) Each party hereby waives any right of recovery against the other for injury or loss due to hazards covered by insurance or required to be covered, to the extent of the injury or loss covered thereby. Any policy of insurance to be provided by Licensee pursuant to this Section shall contain a clause denying the applicable insurer any right of subrogation against Licensor.

(e) If Licensee fails to maintain any insurance which Licensee is required to maintain pursuant to this Section, Licensee shall be liable to Licensor for any reasonable loss or reasonable cost resulting from such failure to maintain.

10. Default. If Licensee shall be in default of the terms and conditions of this License Agreement, the License granted hereunder shall terminate, effective immediately, and Licensor may reenter the Licensed Premises, with thirty (30) days advance, written notice, and may repossess the Licensed Premises and remove any and all of Licensee's property therefrom upon the expiration date of said written notice. Licensor may also pursue any and all remedies available to it in law and equity.

11. Remedies of Licensee.

(a) The Licensed Premises are being furnished by Licensor without warranty of any sort whatsoever. Licensee's sole remedy hereunder is limited to the termination of this License Agreement.

(b) It is expressly understood and agreed by and between the parties hereto that: (i) the recourse of Licensee or its successors or assigns against Licensor arising out of Licensee's use of the Licensed Premises or the Licensed Premises shall extend only to Licensor's interest in the Licensed Premises and not to any other assets of Licensor or its constituent partners, and (ii) except to the extent of Licensor's interest in the Licensed Premises, no personal liability or personal responsibility is assumed by, or shall at any time be asserted or enforceable against, Licensor, its property manager, or against any of their respective managers, members, directors, officers, employees, agents, constituent partners, beneficiaries, trustees or representatives.

12. Improvements to the Licensed Premises. Licensee shall not make or permit to be made any alterations, additions, or improvements in or to the Licensed Premises without the prior written consent of Licensor, which consent may not be unreasonably withheld.

13. Restrictions On Transfer. Licensee shall not, either voluntarily or by operation of law, assign, encumber, or otherwise transfer this License or any interest herein, or sublet the Licensed Premises or any part thereof, or permit the Licensed Premises to be occupied by anyone other than Licensee or Licensee's employees.

14. Attorneys' Fees. If either Licensor or Licensee shall commence any action or other proceeding against the other arising out of, or relating to, this License or the Licensed Premises, the prevailing party shall be entitled to recover from the other party, in addition to any other relief, its actual and reasonable attorneys' fees.

15. Entry by Licensor. Licensor may, with advance written notice, enter the Licensed Premises during the hours of 9 am to 5 pm, Monday through Friday, at any time to (i) inspect the same, (ii) exhibit the same to prospective purchasers, mortgagees or licensees, (iii) determine whether Licensee is complying with all of its obligations under this License Agreement, (iv) make repairs or improvements in or to the Licensed Premises and (v) as required in Section 5(b) of this License Agreement. Licensor may enter the Licensed Premises, at its sole risk, at any time during an emergency in order to prevent damage to the Licensed Premises.

16. Holdover by Licensee. If Licensee holds possession of the Licensed Premises after the termination of the License Term, Licensee shall pay to Licensor One Hundred Dollars (\$100) per day. Without limiting the foregoing, in the event that the holdover exceeds five (5) days, Licensee hereby agrees to indemnify, defend and hold harmless Licensor, its beneficiary, and their respective agents, contractors and employees, from and against any and all claims, liabilities, actions, losses, damages (including, without limitation, court costs and reasonable attorneys' fees) asserted against or sustained by any such party and arising from or by reason of such retention of possession, which obligations shall survive the expiration or termination of the Term.

17. Brokers. Licensor and Licensee represent and warrant to the other that neither party has dealt with any person or real estate broker in respect to this License Agreement or the Licensed Premises and each party shall protect, indemnify, hold harmless and defend the other party from any liability in respect thereto.

18. Miscellaneous Provisions.

(a) Entire Agreement. This License Agreement contains all of the agreements and understandings relating to the licensing of the Licensed Premises and the obligations of Licensor and Licensee in connection therewith. Licensor has not made, and Licensee is not relying upon, any warranties, or representations, promises or statements made by Licensor or any agent of Licensor, except as expressly set forth herein. This License supersedes any and all prior agreements and understandings between Licensor and Licensee and alone expresses the agreement of the parties.

(b) Amendments. This License Agreement shall not be amended, changed or modified in any way unless in writing executed by Licensor and Licensee.

(c) Successors. Except as expressly provided herein, this License and the obligations of Licensor and Licensee contained herein shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

(d) Force Majeure. Licensor shall incur no liability to Licensee with respect to, and shall not be responsible for any failure to perform, any of Licensor's obligations hereunder if such failure is caused by any reason beyond the control of Licensor including, but not limited to, strike, labor trouble, governmental rule, regulations, ordinance, statute or interpretation, or by fire, earthquake, civil commotion, or failure or disruption of utility services. The amount of time for Licensor to perform any of Licensor's obligations shall be extended by the amount of time Licensor is delayed in performing such obligation by reason of any force majeure occurrence whether similar to or different from the foregoing types of occurrences.

(e) Survival of Obligations. Intentionally omitted.

(f) Governing Law; Jurisdiction. This License Agreement shall be governed by, and construed in accordance with, the laws of the State of Connecticut. The parties agree to submit all disputes arising under this License Agreement to the state and federal courts located in the State of Connecticut.

(g) Severability. In the event any provision of this License Agreement is found to be unenforceable, the remainder of this License shall not be affected, and any provision found to be invalid shall be enforceable to the extent permitted by law. The parties agree that in the event two different interpretations may be given to any provision hereunder, one of which will render the provision unenforceable, and one of which will render the provision enforceable, the interpretation rendering the provision enforceable shall be adopted.

(h) Captions. All captions, headings, titles, numerical references and computer highlighting are for convenience only and shall have no effect on the interpretation of this License.

(i) Time is of the Essence. Intentionally omitted.

(k) Commercial Waiver. Intentionally omitted.

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement on the date above written.

ANTARES SHS, LP

By: _____
Name: Carl R. Kuehner, III
Its: Authorized Signatory

CITY OF STAMFORD

By: _____
Name: Michael A. Pavia
Its: Mayor, duly authorized

Approved as to form:

Approved as to insurance:

Sybil V. Richards
Deputy Corporation Counsel

Ann Marie Mones
Risk Manager

EXHIBIT A

LICENSED PREMISES

