

**CONTRACT SUMMARY**

**RE: LICENSE AGREEMENT: ANTARES SHS, L.P.**

**TYPE OF CONTRACT:** License Agreement

**GOVERNING LAW:** State of Connecticut

**PARTIES:**  
(1) City of Stamford ("Licensee")  
(2) Antares SHS, L.P. ("Licensor")

**PURPOSE:** Use of Premises as a police substation, similar to use currently existing at 850 Canal Street ("Permitted Use")

**PREMISES:** 700 Canal Street, Stamford, CT

**LICENSE FEE:** \$0.00 per month

**COMMENCEMENT DATE:** December \_\_, 2011

**PERIOD/END DATE:** August \_\_, 2012

**RENEWAL:** None provided in License

**IMPORTANT TERMS/CONDITIONS PRECEDENT:**

- Licensee takes the premises "As Is".
- Licensee responsible for all expenses, maintenance, insurance
- Licensee responsible for and will reimburse Licensor for any damage caused to Premises as a result of its use of the Premises
- Neither party has dealt with a broker and indemnifies other with respect thereto

**LICENSEE'S COVENANTS (THE CITY OF STAMFORD)**

- Licensee will not use the Premises for the storage of any Hazardous Substances
- Licensee will obtain all governmental licenses and permits required for Permitted Use.
- Licensee will not make any alterations, additions or improvements without prior written approval of Licensor, which will not be unreasonably withheld.
- Licensee will keep the premises in a neat and clean condition
- Licensee will not use premises in any way which violates law, causes permanent damage to the premises or causes nuisance or annoyance to neighbors or other licensees of premises.
- Licensee will pay Licensor \$100 per day in the event Licensee holds possession of the Licenses Premises after the termination of the License Term and will indemnify Licensor from all claims in the event the holdover exceeds 5 days.

**RIGHTS TO ASSIGN:** Licensee has no right to assign the License.

**SUBLETTING:** Licensee has no right to sublet the License.

**INSURANCE:** Licensee must hold:

- (1) General Public Liability insurance: \$1 million minimum
- (2) Employer's Liability Insurance: \$1,000,000 minimum
- (3) Workers' Compensation Insurance

**INDEMNIFICATION:** The City shall indemnify Licensor against claims and suits arising out of its use or occupancy of the Premises.

**CITY'S POWERS TO TERMINATE:**

- At any time on thirty (30) days' prior written notice

**LICENSOR'S POWERS TO TERMINATE:**

- At any time on thirty (30) days' prior written notice
- If Licensee is in default under the License Agreement.

**RIGHT OF RE-ENTRY** Licensor may re-enter and recover possession of the Licensed Premises on 30 days written notice in the event Licensee in default under License Agreement.

**LIMITATION ON LIABILITY** Licensee's recourse against Licensor limited to Licensor's interest in Licensed Premises