

PARKING LICENSE AGREEMENT

THIS PARKING LICENSE AGREEMENT (this “**Agreement**”) is entered into effective as of June 5, 2024 by and between **MALDEN CATHOLIC HIGH SCHOOL, INC.**, a Massachusetts non-profit corporation, having a mailing address of 99 Crystal Street, Malden, Massachusetts 02148 (“**Licensee**”), and **MALWAY REALTY ASSOCIATES LIMITED PARTNERSHIP**, a Massachusetts limited partnership, having a mailing address c/o WS Asset Management, Inc., 33 Boylston Street, Suite 3000, Chestnut Hill, MA 02467 (“**Licensor**”).

RECITALS

A. Licensor is the owner of certain property located at 38-60 Broadway Plaza, Malden, Massachusetts (the “**Property**”).

B. Licensee has requested that Licensor grant, and Licensor has agreed to grant, a revocable license to Licensee for the use of portions of the Property shown on Exhibit A attached hereto, consisting of the Summer Parking Area and the School Year Parking Area (as each such term is defined in Section 2 of this Agreement), each during the applicable periods specified for such portion in Section 2 of this Agreement (each of the Summer Parking Area and the School Year Parking Area is referred to herein generically as the “**Licensed Parking Area**”) on a temporary basis for the parking of passenger automobiles, vans, trucks, and construction vehicles only (collectively, the “**Permitted Use**”) by Licensee, Licensee’s general contractor named on Exhibit B attached hereto (“**Licensee’s Contractor**”), and their respective employees and subcontractors (collectively, the “**Licensee Parties**”), subject to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals.** The recitals are accurate and incorporated herein by this reference.
2. **License.** Subject to the terms and conditions of this Agreement, Licensor grants to Licensee a temporary, revocable license (“**Parking License**”) for the Licensee Parties, and no other parties, to have the non-exclusive right during the Term (as defined below) for access to the Licensed Parking Area and use of the following parking spaces within the Licensed Parking Area for the Permitted Use only during the following periods:

Parking Spaces	Applicable Periods
The fifty (50) parking spaces consisting of the Summer Parking Area (as defined below) and the additional 15 parking spaces labeled “Additional 15 spots during the school year for a total of 50” on Exhibit A (the “ School Year Parking Area ”)	July 15, 2024 – June 15, 2024 September 3, 2024 – June 15, 2025
The thirty-five (35) parking spaces labeled “Summer parking – 35 spaces” on Exhibit A (the “ Summer Parking Area ”)	June 16, 2024 – September 2, 2024 June 16, 2025 – July 31, 2025

3. **Additional Terms and Conditions.** The Parking License creates only a revocable license arrangement with Licensee, and no other party, and may not be assigned by Licensee. Licensee covenants and agrees to the following: (a) the parking of any boats, trailers, or unregistered, inoperable, or non-motorized vehicles shall not be permitted in the Licensed Parking Area at any time, it being agreed that the Permitted Use includes the parking only of registered, operatable, and motorized passenger automobiles, vans, trucks, and

construction vehicles; and (b) the use of the Licensed Parking Area shall be subject to any reasonable rules, regulations, and restrictions that Licensor may adopt and communicate to Licensee from time to time. Licensor shall have the right to have any vehicle, equipment, or other personal property parked or stored in the Licensed Parking Area in violation of Section 2 of this Agreement or this Section 3 towed or hauled away at Licensee's expense. Licensee shall comply, and shall cause the other Licensee Parties to comply, with all applicable laws in connection with their respective access to and from the Property and use of the Licensed Parking Area and shall be solely responsible, at Licensee's sole cost and expense, for obtaining, or causing to be obtained, all governmental permits and approvals, if any, for the activities of the Licensee Parties contemplated by this Agreement. Licensee agrees, which agreement shall survive the expiration or earlier termination of this Agreement, that: (i) Licensor shall have no responsibility whatsoever for any loss, theft, damage or destruction to any vehicles, equipment, or other property of any of the Licensee Parties; (ii) Licensee shall be solely responsible for all vehicles, equipment, and other property of the Licensee Parties and all insurance covering the same against loss or damage; and (iii) Licensee will not look to Licensor for any insurance coverage for, or any loss of or damage to, any vehicles or equipment, or other personal property of any of the Licensee Parties. Licensor shall have no obligation or duty to provide any security or other services of any kind to the Licensed Parking Area or otherwise in connection with this Agreement.

4. Term.

(a) The term of this Agreement (the "**Term**") shall commence on July 15, 2024 (the "**Commencement Date**") and shall expire upon the earlier to occur of (i) July 31, 2025, and (ii) the earlier termination of this Agreement by Licensor as provided in this Section 4(a). Notwithstanding anything to the contrary contained herein, (i) at Licensor's option and in its sole discretion for any reason or no reason, Licensor may terminate this Agreement by providing Licensee not less than thirty (30) days' prior written notice, and (ii) Licensor shall have the right to terminate this Agreement immediately upon written notice to Licensee upon any breach of this Agreement by Licensee. Any notice under the foregoing clauses (i) and (ii) is sometimes referred to herein as a "**Termination Notice**".

(b) Licensee agrees to timely cease using the Licensed Parking Area upon the expiration of this Agreement or, in the case of a termination, by the date set forth for termination in the Termination Notice, upon which expiration or date of termination, as applicable, this Agreement will automatically terminate except for provisions of this Agreement that by their terms survive such expiration or termination. Upon the expiration or earlier termination of this Agreement, Licensee shall leave the Licensed Parking Area free of all vehicles, equipment, and other property of any of the Licensee Parties and in as good repair and condition as it was prior to the use thereof by the Licensee Parties. If Licensee fails to perform its covenants set forth in this Section 4(b), then Licensor may elect to perform the same, in which event Licensee shall pay to Licensor, within no more than five (5) days after written request therefor, all of Licensor's costs and expenses in connection therewith plus interest at the rate set forth in Section 12 below. This Section 4(b) shall survive the expiration or earlier termination of this Agreement.

5. License Fee. Licensor and Licensee agree that Licensee will not be required to pay Licensor any fee for the Parking License granted hereunder.

6. Indemnification. To the fullest extent permitted by applicable law, Licensee hereby agrees that the Parking License and other rights granted under this Agreement are at Licensee's sole and exclusive risk and without liability, cost or expense to Licensor, and Licensee, for itself and the other Licensee Parties, hereby waives releases, remises, and forever discharges the Licensor Parties (as hereinafter defined), and further agrees to indemnify, defend, save and hold harmless Licensor, WS Asset Management, Inc. and their respective partners, managers, members, officers, directors, representatives, employees, agents, affiliates, successors and assigns (collectively, "**Licensor Parties**") from and against any and all claims, liabilities, penalties, demands, and actions arising from or related to this Agreement, the Parking License, and/or the use of the Licensed Parking Area by the Licensee Parties, and from and against any and all suits, actions and proceedings to enforce any such claim, liability, penalty, demand and action, and from and against any and all loss, costs, damages, and attorneys' fees

and expenses that any of them at any time suffer or incur as a result thereof, including, without limitation any injury or damage to persons or property, including, without limitation, any loss, theft, damage, or destruction to any vehicle in connection with or arising out of the Parking License, except in each case to the extent caused by any act of any Licensor Party which constitutes gross negligence or willful misconduct. This Section 6 shall survive the expiration or earlier termination of this Agreement.

7. Insurance. Licensee shall procure and maintain, and shall cause Licensee's Contractor to procure and maintain, in full force and effect during the Term on a primary and non-contributory coverage basis (a) a policy of commercial general liability insurance in form, substance, and amount satisfactory to Licensor, each on an occurrence basis, with minimum coverages for commercial general liability to be in an amount not less than \$1,000,000.00 for each occurrence and \$2,000,000.00 in the aggregate, and with an overall umbrella coverage of an additional \$3,000,000.00 in excess of its general liability and automobile liability coverage; (b) automobile liability insurance in an amount of at least \$1,000,000.00 combined single limit, bodily injury and property damage, which automobile liability insurance shall also include any physical damage to Licensee's vehicles and include coverage for garage keepers legal liability if and where applicable should Licensee be moving or driving vehicles of others on to or from the Property; (c) workers' compensation, disability benefits, and other similar statutory employee benefit acts including damages because of bodily injury, occupational sickness, or disease or death, which such insurance shall include employers' liability insurance with a minimum limit of at least \$500,000.00 per coverage category; and (d) property insurance for full replacement cost value for any of Licensee's property that is not insured under auto policy above. The general, automobile, and umbrella liability policies shall name, as additional insureds, Licensor and the other Licensor Parties and shall not be cancelled without at least at least thirty (30) days' prior written notice (or at least ten (10) days' prior written notice if cancellation is due to non-payment of premium) to Licensor. Each such policy shall be issued by an insurer licensed or authorized in the Commonwealth of Massachusetts with a Best Rating of A- VIII or better. Upon execution of this Agreement, certificates of insurance shall be delivered to Licensor evidencing the insurance coverage required to be carried hereunder by Licensee and Licensee's Contractor. Licensee hereby waives any and all rights of recovery and subrogation against the Licensor Parties for any property, liability, and workers' compensation claims incurred in connection with the exercise by any Licensee Parties of the rights under this Agreement and shall have all such policies appropriately endorsed with waiver of subrogation endorsements. This Section 7 shall survive the expiration or earlier termination of this Agreement.

8. Protection of Property. Licensee shall take, and shall cause the Licensee Parties to take, all reasonable precautions to prevent damage to property, visible and concealed, and shall restore, or cause the restoration of, the Licensed Parking Area, at Licensee's sole cost and expense, to substantially the same condition as was existing immediately prior to any Licensee Party's entry, and shall not bring onto or use or dispose of any hazardous or toxic materials or substances on any of the Licensed Parking Area. If Licensee fails to comply with the covenants set forth in this Section 8 within ten (10) days after Licensor has delivered written notice of such failure to Licensee, then at any time thereafter Licensor may elect to perform the applicable restoration, repair or replacement, in which event Licensee shall pay, within five (5) days after request therefor, all of Licensor's costs and expenses in connection therewith plus interest at the rate set forth in Section 12 below. This Section 8 shall survive the expiration or earlier termination of this Agreement.

9. Notices. All notices, communications, requests, approvals, consents and demands given or made in connection with this Agreement ("**Notices**") shall be in writing and delivered by hand or national overnight delivery service to the parties at their respective addresses set forth in the preamble to this Agreement. Notices shall be deemed to have been given when delivered or upon receipt or refusal of delivery, whichever occurs first. Any party may, at any time, change its address for the above purposes by sending, as aforesaid, a notice stating the change and setting forth the new address.

10. AS-IS Condition. Licensee shall not be permitted to make any alterations or additions to the Licensed Parking Area. Licensee agrees that Licensee has fully inspected the Licensed Parking Area and access thereto, has entered into this Agreement based on its own investigations and without reliance on any Licensor representation or warranty of any kind and accepts the Licensed Area in its "AS-IS" condition, with all faults.

11. Subordination. This Agreement is automatically subordinate to all present and future Licensor mortgage financing. If modifications to this Agreement are requested by the Licensor's lender(s) in connection with any financing, Licensee agrees promptly to make such modifications, provided that the same do not materially and adversely affect Licensee's rights hereunder.

12. Breach. In the event of Licensee's breach of this Agreement, Licensor shall have available all remedies under this Agreement and at law and in equity which are cumulative and may be exercised in any manner of Licensor's election. Costs of enforcement and collection, plus interest on all amounts due hereunder at the lower of 10% per annum and the maximum amount permitted under applicable law, shall be paid by Licensee to Licensor upon written demand.

13. Headings. The headings herein are for convenience and reference only and in no way define and limit the scope and content of this Agreement or in any way affect its provisions.

14. Successors and Assigns. Subject to Section 17 below, this Agreement shall be binding on the parties hereto and their respective successors and assigns.

15. No Waiver. The failure of any party to this Agreement in any one or more instances to insist upon compliance with any provision or covenant herein or to exercise any right or privilege herein shall not constitute or be construed as a waiver of such or any similar provision or covenant, and the same shall continue and remain unmodified and in full force and effect as if no such forbearance has occurred.

16. Applicable Law. This Agreement and any controversy relating to this Agreement shall be governed by the laws of the Commonwealth of Massachusetts without regard to principles of conflict of laws.

17. No Assignment. Notwithstanding anything to the contrary, Licensee shall not have the right to assign, sublicense or otherwise transfer its rights under this Agreement at any time without the prior written consent of Licensor, which consent Licensor may withhold, condition, or delay in Licensor's sole discretion, and any purported assignment by Licensee of this Agreement or any rights hereunder without such consent shall be void ab initio.

18. Survival. Notwithstanding any term or provision in this Agreement to the contrary, any liability or obligation of Licensor or Licensee arising or accruing during the Term shall survive the expiration or earlier termination of this Agreement, including, without limitation, obligations and liabilities relating to the indemnity, defend, and hold harmless provisions in this Agreement.

19. Limited Liability. No manager, member, general or limited partner, stockholder, officer, director, joint venturer, beneficiary, trustee, employee, principal, agent, or representative of Licensor shall be personally liable to Licensee hereunder, and Licensee hereby agrees to look solely to Licensor's interest in the Licensed Parking Area for the satisfaction of any liability of Licensor hereunder. In no event shall Licensor or any Licensor Party be liable for any consequential, punitive, indirect, special, or exemplary damages.

20. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be an original but all of which together shall constitute the same instrument. This Agreement may be executed and delivered by electronic signature, which shall be considered an original signature for all purposes and shall have the same force and effect as a manually executed "wet ink" signature. Without limitation, "electronic signature" shall include faxed or electronically scanned and transmitted versions of a manually executed "wet ink" signature and any signature to this Agreement rendered using electronic signature software that leaves an audit trail such as DocuSign.

21. Miscellaneous. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared primarily by counsel for one of the parties, it being recognized that both Licensee and Licensor have contributed substantially and materially to the preparation of this Agreement. Licensor and Licensee agree that it is their specific intent that each and all of the provisions of this Agreement shall be valid and enforceable as specifically set forth herein, that if it shall be judicially determined that any provision(s) hereof is or are not be valid or enforceable as specifically set forth herein, such provision(s) shall not be declared invalid but rather shall be modified in such manner so as to result in the same being valid and enforceable to the maximum extent permitted by law and that if any provision hereof, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remaining provisions herein, or the application of such provisions to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

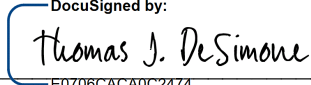
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IN WITNESS WHEREOF, the parties hereto have set their hands as of the date first set forth above.

LICENSOR:

MALWAY REALTY ASSOCIATES LIMITED PARTNERSHIP, a Massachusetts limited partnership

By: Malway GP LLC, a Massachusetts limited liability company

By: 
Name: Thomas J. DeSimone
Title: Vice President

LICENSEE:

MALDEN CATHOLIC HIGH SCHOOL, INC.,
a Massachusetts non-profit corporation

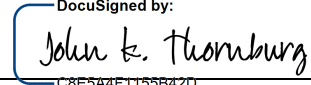
By: 
Name: John K. Thornburg
Title: President
Hereunto Duly Authorized

EXHIBIT A

Licensed Parking Area

[Attached]

Malden Catholic Parking

April 2024 to July 2025

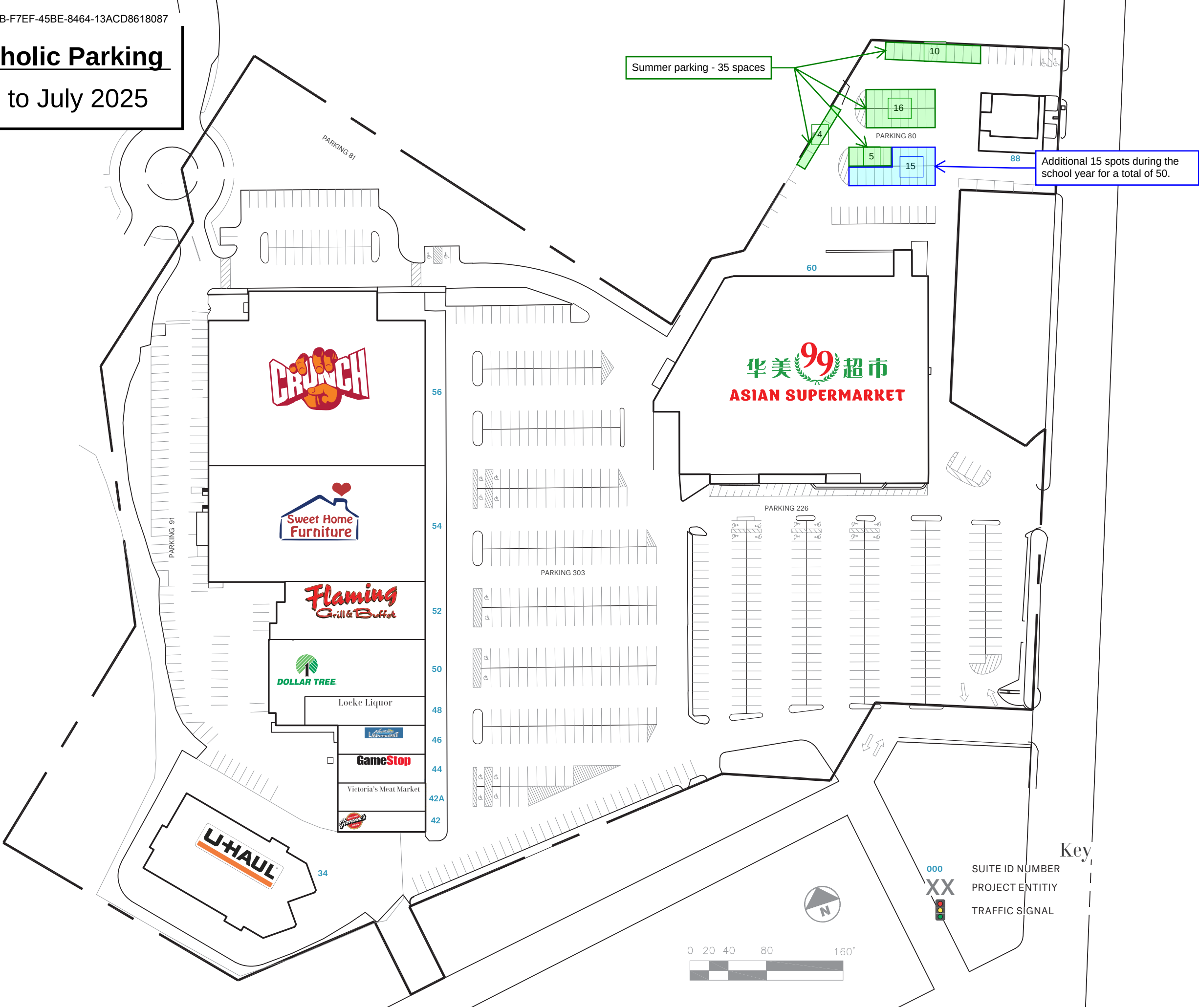


EXHIBIT B

Licensee's Contractor

Timberline Construction Corporation