

ST. GREGORY'S EPISCOPAL CHURCH
VESTRY MINUTES
June 17, 2026

In Attendance: Father Michael Fincher, Carol Bernstein, Fred Cornett, Holly Graham, Alice O'Keefe, Cheryl Rodi.

Absent: Colleen Ahland, Caryn Cobb, Beth Eldon.

1. Call to Order - 6:37 PM

2. Opening Prayer – Alice O'Keefe

3. Approval of Minutes (5/20/26)

Motion to approve minutes of the May 20, 2026 Vestry meeting. M/S Alice/Holly; Approved

4. Follow-Up from Previous Meeting – None

5. Rector's Report

- a. Home Blessing – a non-member of the church requested a blessing of a room in his home where his Episcopalian brother had died, as had two others in previous years. A donation was made, which Fr. Michael directed to the HVAC fund.
- b. Concerns – Darlene Feit (in Senior Living community); Patrick McDonough
- c. Father Michael has invited Carol Bernstein to be our new Senior Warden, filling the vacancy left with Abby's move to Florida. Carol has accepted. This will be announced to the congregation after he returns from vacation.

6. Old Business

- a. Church Air Conditioner – the City of LB has approved the project. Equipment has been ordered, and should arrive shortly. Work will then begin. Donations continue to be received. John Mora continues as our interface with the contractor.
- b. Turf Conversion Proposal - Michelle McDuffie submitted basic application to City and continues to work on our design, although she has some other projects at this time. She has set an Oct 15 deadline for completion.

7. New Business

- a. Renewal of Maple Village School License Agreement – Renewal of the license agreement needs to be approved by the Diocese. There have been some modifications to the previous agreement, which the School has agreed to. The renewed contract will be for five years. The Vestry now needs to approve that this contract can be forwarded to the appropriate Diocesan bodies for review and approval.

Motion to approve a five-year agreement with Maple Village Waldorf School be sent to the Corporation of the Diocese for their review and recommended approval to the Standing Committee. M/S Alice/Carol; Approved

8. Committee Reports

- a. Finance and Stewardship – Alice O’Keefe – Not much has changed from last month. Income is under budget and we expect income to be lower in the summer. May was lighter than usual. There had been some errors on the Diocesan pledge invoice due each month, which have been corrected. Bob has not seen the draft audit report for 2026 and will reach out to Alfonso for determine status. Vestry will need to approve at next meeting.

Motion to Approve the May financial report – M/S Cheryl/Holly; Approved.

- b. Buildings and Grounds – Fred Cornett - Primer coats being completed in the Janitor’s Closet, and will next get started on HVAC ducts in the church.
- c. Outreach – Cheryl Rodi – The school backpack drive along with an opportunity to support educational programs at the LB Rescue Mission has begun. Weekly announcements in services will begin.
- d. Parish Life – Father Michael – review upcoming events, **September going to be full:**
 - Parish Picnic – No parish picnic in June, rather September 13th. Single service, combined with welcome back luncheon celebration and ministry faire.
 - Events for New Bishop – The Diocese is having a series of events in each deanery to welcome Bishop Antonio. St. Gregory’s will host the Deanery 8 luncheon event on Saturday, September 19.
 - Episcopal Visitation – October 4th Bishop Brookhart, retired bishop of Montana, will be here to confirm Carrick Ahland, several baptisms, and then parish luncheon (without Diane)
 - Deanery 8 Clericus – Tuesday, October 13, Father is hosting the Deanery 8 clergy luncheon.
 - Preparation for Events – We may need to schedule extra cleaning in preparation for these events.
- e. Ad Hoc Committee on the Unhoused – no report this month.
- f. Gifts & Talents Survey – work in progress.
- g. Parish Organizations – Cheryl Rodi
 - Supper Club – New procedure document has been written, reviewed by team participants, and sent out to team. A suggestion was made that a copy might be provided to everyone who attends as well. Will be discussed with team members. A copy will be provided to all Vestry members.

9. Other Business

- a. Nursery – Tamara and Dana have a couple people who are interested in Nursery Attendant position. They may do a Sunday with Dina to understand job.
- b. Each parish gets three tickets to bishop’s Consecration on July 11th at 10 am. Alice, Carol will attend, Father Michael will ask Beth. RSVP is necessary.
- c. We will not be meeting in August.

10. Closing Prayer – Alice O’Keefe

11. ***Motion to Adjourn – M/S – Alice/Carol; Approved. 7:45PM***

Next Meeting = July 15, 2026

Prayers = Fred Cornett

Respectfully submitted,
Cheryl Rodi

ST. GREGORY'S EPISCOPAL CHURCH

RECTOR'S REPORT TO VESTRY

JUNE 17, 2026

Regular activities include preparing for and presiding at Thursday and Sunday worship services; preparing and preaching weekly sermons; administrative oversight of parish operations; counseling sessions; and pastoral visits.

Significant activities and events since our May 20th Vestry meeting include:

5/23	Program Group on Ecumenical & Interreligious Life (Zoom)
5/30	Blessing of a Room Following a Death
5/31	Music at Four
6/2	Madres & Padres meeting in Arcadia
6/3	Zoom meeting regarding establishing Greater Los Angeles group of Spiritual Directors International
6/6	Feed My Lambs
6/9	Deanery 8 Clericus at St. Michael's, El Segundo
6/13	Men's Breakfast with St. Thomas of Canterbury

Joys and Celebrations

- Having time to catch up on administrative tasks

Pastoral Concerns

- Patrick McDonough
- Darlene Feit-Pretzer
- Gloria Neal – hospice

VACATION TIME – 2026

Vacation Planned

Date Range	Weekdays	Sundays	Total Days
June 21 – July 3	7	2	9
August 18 – August 30	8	2	10
	15	4	19

Vacation Time Allocation

Annual Allocation	18	5	23
Carry-over from 2025	5	1	6
Total Allowed	23	6	29

Time Remaining (after planned time off)

8	2	10
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CONTINUING EDUCATION TIME – 2026

Date Range	Total Days
Total Time Used	--
Annual Allocation	10
Time Remaining	0

May 2026 Year to Date Financial Recap

Year to Date Budget Deficit (\$4,432)

Made up of:

Income under budget	(\$6,082)
Expenses under budget	\$3,875
Anticipated budget Surplus	<u>(\$2,225)</u>
	(\$4,432)

Income Review May income was \$7,365 under budget. Income is \$6,082 under budget for the first five months of 2026.

Expense Review

Salaries	Salaries were at budget for May and under budget YTD. We operated without a Parish Administrator for the first two months of the year. The position was filled in March.
Administration	Administration expenses were under budget in May and under budget YTD.
Insurance	Insurance costs were right budget for May and slightly under budget YTD.
Worship/Parish Life	Music expenses are over budget for May and YTD which is expected to continue for the first half of the year. Reduced music expenses during the summer months will offset these higher costs.
Christian Ed	No expenses for the month.
Maintenance	Maintenance expenses in May were under budget and are \$4,312 over budget for the first five months of the year. Utilities are under budget for May and are under budget YTD.

ST. GREGORY'S MAY 2026 FINANCIAL REPORT

	Annual 2026 Budget	Monthly Actual	Monthly Budget	Monthly Variance	YTD Actual	YTD Budget	YTD Variance
<u>DISBURSEMENTS</u>							
1 Rector salary, housing annuity	93,650	7,804	7,805	1	39,021	39,015	-6
3 Supp priest	2,000	0	167	167	0	831	831
4 Parish Administrator	17,160	1,386	1,430	44	4,318	7,150	2,832
5 Music Director	32,574	2,730	2,715	-16	13,670	13,573	-98
6 Nursery Care	3,399	293	283	-10	1,527	1,416	-110
7 Pensions	16,857	1,512	1,405	-107	7,199	7,024	-175
8 Social Security & Medicare	12,258	1,076	1,022	-54	5,183	5,108	-76
9 Associate Priest	0	0	0	0	0	0	0
Total Salaries & Wages	177,998	14,801	14,826	24	70,918	74,116	3,198
10 Off. Supp/Exp/Equip repl.repair	3,000	99	250	151	835	1,250	415
11 Telephone	2,950	259	246	-13	1,220	1,228	8
12 Postage	700	5	58	53	242	294	52
13 Computer & Internet Fees	2,700	364	225	-139	872	1,125	253
14 Leased Equip & Copier	12,000	874	1,000	126	4,719	5,000	281
15 Payroll & Audit	2,500	166	208	42	965	1,044	79
16 Vanco Fees	780	75	65	-10	451	325	-126
18 Rector's Business Expense	2,100	0	175	175	195	875	680
19 Rector's Auto	1,500	0	125	125	355	625	270
Total Administration	28,230	1,843	2,352	509	9,854	11,766	1,912
20 Property, Liability Insurance	24,966	6,248	6,242	-6	12,495	12,483	-12
21 Rector Health, Disabil, Unemp	14,388	1,167	1,199	32	5,860	5,995	135
22 Parish Admin Benefits	0	0	0	0	0	0	0
23 Worker's Comp	840	0	70	70	245	350	105
Total Insurance	40,194	7,415	7,511	96	18,600	18,828	228
25 Worship & Altar Supplies	2,700	0	225	225	614	1,125	511
26 Music	24,365	2,092	2,030	-61	11,418	10,155	-1,263
27 Parish Life & Picnic	4,000	772	333	-439	1,159	1,669	510
28 Stewardship Programs	0	0	0	0	0	0	0
29 Vestry Retreat	0	0	0	0	0	0	0
Total Worship and Parish Life	31,065	2,864	2,588	-276	13,191	12,949	-242
30 Youth Christian Education	0	0	0	0	0	0	0
31 Adult Christian Education	0	0	0	0	0	0	0
32 Rector's Professional Devel	1,500	0	125	125	483	625	142
Total Christian Education	1,500	0	125	125	483	625	142
33 Maintenance	20,000	180	1,667	1,487	12,643	8,331	-4,312
34 Contract Serv. Lawn, Janitorial	20,000	2,075	1,667	-409	9,820	8,331	-1,489
35 LA County Assessments	4,000	0	333	333	72	1,669	1,597
36 Utilities	36,000	2,615	3,000	385	12,159	15,000	2,841
Total Maintenance and Utilities	80,000	4,870	6,667	1,796	34,694	33,331	-1,363
37 Rector's Discretionary Fund	1,800	150	150	0	750	750	0
Total Outreach	1,800	150	150	0	750	750	0
Total Diocesan Pledge	44,379	3,698	3,698	0	18,492	18,491	0
Major Facility Repairs	0	0	0	0	0	0	0
TOTAL OPERATING COSTS	405,066	35,642	37,916	2,275	166,982	170,856	3,875
Income	405,066	26,361	33,726	-7,365	162,550	168,632	-6,082
Net	0	-9,281	-4,191	-7,365	-4,432	-2,225	-2,225

St. Gregory's Monthly Budget vs. Actuals - May 2026

May 31, 2026

	May 2026		
	Actual	Budget	Over budget by
Income			
4000 Contributed support			
4010 Pledges-unrestricted	17,665.46	23,202.50	-5,537.04
4012 Plate collections	2,676.04	4,166.00	-1,489.96
4014 Other	3,585.00	3,750.00	-165.00
4015 Christmas & Easter	0	292.00	-292.00
4017 School & Cell Tower Income	2,420.70	2,300.00	120.70
4020 Vanco Offset Fee Income	13.59	15.00	-1.41
Total for 4000 Contributed support	26,360.79	33,725.50	-7,364.71
4100 Designated Funds Income			
4102 Rector's Discretionary Fund	50.50		50.50
4110 Columbarium	2,000.00		2,000.00
4116 Outreach	1,060.00		1,060.00
4118 HVAC Fund	11,289.44		11,289.44
4124 Parish Life	228.00		228.00
4125 Music Fund	465.30		465.30
4126 Food Bank	2,353.98		2,353.98
4128 Altar Guild	293.51		293.51
4133 Capital Funds Account	0		0
Total for 4100 Designated Funds Income	17,740.73	\$0.00	17,740.73
Total for Income	44,101.52	33,725.50	10,376.02
Expenses			
7100 Salaries			
7101 Rector Salary, Housing, Annuity	7,804.06	7,805.00	-0.94
7103 Administrative Assistant	1,386.00	1,430.00	-44.00
7105 Director of Music	2,730.00	2,714.50	15.50
7106 Nursery Care	293.25	283.25	10.00
7107 Pensions	1,512.19	1,404.75	107.44
7108 Social Security & Medicare	1,075.86	1,021.50	54.36
7102 Supply Priest	0	167.00	-167.00
7109 Assistant Pastor	0	0.00	0.00
Total for 7100 Salaries	14,801.36	14,826.00	-24.64
7200 Administration			
7209 Office Supplies & Expenses	99.36	250.00	-150.64
7210 Telephone	258.75	246.00	12.75
7211 Postage	5.45	58.00	-52.55
7212 Computer & Internet fees	364.37	225.00	139.37
7213 Leased Equipment - Copier	874.34	1,000.00	-125.66
7214 ADP, Payroll, ACS, & Auditing C	165.54	208.00	-42.46

7217 Vanco Fees	450.92	325.00	125.92
7234 Rector's Business Expense	195.01	875.00	-679.99
7235 Rector's Auto Expense	355.28	625.00	-269.72
Total for 7200 Administration	\$9,853.79	\$11,766.00	-\$1,912.21
7300 Insurance			
7316 Property & Liability Insurance	12,495.00	12,483.00	12.00
7317 Rector's Health, Life, Disab,	5,860.00	5,995.00	-135.00
7319 Workers' Compensation	245.00	350.00	-105.00
7318 Secretary Llife/Disb/Unempl		\$0.00	\$0.00
Total for 7300 Insurance	\$18,600.00	\$18,828.00	-\$228.00
7400 Worship & Parish Life			
7420 Altar Supplies	613.71	1,125.00	-511.29
7421 Music	11,418.00	10,155.00	1,263.00
7423 Parish Life & Picnic	1,159.34	1,669.00	-509.66
Total for 7400 Worship & Parish Life	\$13,191.05	\$12,949.00	\$242.05
7500 Christian Education			
7527 Rector's Professional Dev	483.04	625.00	-141.96
7525 Youth Christian Education	0	\$0.00	\$0.00
7526 Adult Christian Education	0	\$0.00	\$0.00
Total for 7500 Christian Education	\$483.04	\$625.00	-\$141.96
7600 Maintenance & Utilities			
7628 Maintenance	12,643.15	8,331.00	4,312.15
7629 Contract Services-Lawn, Janitor	9,820.22	8,331.00	1,489.22
7630 LA Co Services Assessments	71.87	1,669.00	-1,597.13
7631 Utilities	12,158.63	15,000.00	-2,841.37
Total for 7600 Maintenance & Utilities	\$34,693.87	\$33,331.00	\$1,362.87
7739 Rector's Distrectionary Fund	750.00	750.00	\$0.00
7800 Diocesan Pledge	18,491.50	18,491.25	0.25
7900 Designated Funds disbursements			
7902 Rector's Discretionary Fund	2,482.65		2,482.65
7912 Other Designated	205.50		205.50
7915 Good Friday	105.00		105.00
7916 Outreach	1,000.00		1,000.00
7924 Parish Life	1,811.30		1,811.30
7925 Music Fund	5,542.02		5,542.02
7926 Food Bank	7,596.28		7,596.28
7928 Altar Guild Fund	781.98		781.98
7929 Inheritances & Gifts fund	12,000.00		12,000.00
Total for 7900 Designated Funds disbursements	\$31,524.73	\$0.00	\$31,524.73
Total for Expenses	\$198,506.27	\$170,856.25	\$27,650.02
Net Income	\$95,829.99	-\$2,224.75	\$98,054.74

St. Gregory's Budget vs. Actuals YTD - May 2026

January 1-May 31, 2026

	Total		
	Actual	Budget	Over budget by
Income			
4000 Contributed support			
4010 Pledges-unrestricted	119,701.52	116,012.50	3,689.02
4012 Plate collections	15,647.12	20,838.00	-5,190.88
4014 Other	14,775.00	18,750.00	-3,975.00
4015 Christmas & Easter	220.00	1,456.00	-1,236.00
4017 School & Cell Tower Income	12,103.50	11,500.00	603.50
4020 Vanco Offset Fee Income	102.56	75.00	27.56
Total for 4000 Contributed support	\$162,549.70	\$168,631.50	-\$6,081.80
4100 Designated Funds Income			
4102 Rector's Discretionary Fund	1,998.30		1,998.30
4105 Memorials	12,272.49		12,272.49
4109 Youth Group	15.00		15.00
4110 Columbarium	2,000.00		2,000.00
4116 Outreach	2,464.00		2,464.00
4118 HVAC Fund	23,348.49		23,348.49
4124 Parish Life	1,302.33		1,302.33
4125 Music Fund	8,330.84		8,330.84
4126 Food Bank	9,685.29		9,685.29
4128 Altar Guild	3,369.82		3,369.82
4133 Capital Funds Account	5,000.00		5,000.00
Total for 4100 Designated Funds Income	\$69,786.56	\$0.00	\$69,786.56
4300 Transfers from Reserve	62,000.00		62,000.00
Total for Income	\$294,336.26	\$168,631.50	\$125,704.76
Expenses			
7100 Salaries			
7101 Rector Salary, Housing, Annuity	39,021.30	39,015.00	6.30
7103 Administrative Assistant	4,318.40	7,150.00	-2,831.60
7105 Director of Music	13,670.00	13,572.50	97.50
7106 Nursery Care	1,526.74	1,416.25	110.49
7107 Pensions	7,198.81	7,023.75	175.06
7108 Social Security & Medicare	5,183.04	5,107.50	75.54
7102 Supply Priest	0	831.00	-831.00
7109 Assistant Pastor	0	\$0.00	\$0.00
Total for 7100 Salaries	\$70,918.29	\$74,116.00	-\$3,197.71
7200 Administration			
7209 Office Supplies & Expenses	835.12	1,250.00	-414.88
7210 Telephone	1,219.54	1,228.00	-8.46
7211 Postage	242.20	294.00	-51.80
7212 Computer & Internet fees	872.25	1,125.00	-252.75
7213 Leased Equipment - Copier	4,718.81	5,000.00	-281.19
7214 ADP, Payroll, ACS, & Auditing C	964.66	1,044.00	-79.34

7217 Vanco Fees	75.10	65.00	10.10
7234 Rector's Business Expense	0	175.00	-175.00
7235 Rector's Auto Expense	0	125.00	-125.00
Total for 7200 Administration	1,842.91	2,352.00	-509.09
7300 Insurance			
7316 Property & Liability Insurance	6,247.50	6,241.50	6.00
7317 Rector's Health, Life, Disab,	1,167.00	1,199.00	-32.00
7319 Workers' Compensation	0	70.00	-70.00
7318 Secretary Life/Disb/Unempl	0	\$0.00	\$0.00
Total for 7300 Insurance	7,414.50	7,510.50	-96.00
7400 Worship & Parish Life			
7420 Altar Supplies	0	225.00	-225.00
7421 Music	2,091.70	2,030.00	61.70
7423 Parish Life & Picnic	772.46	333.00	439.46
Total for 7400 Worship & Parish Life	2,864.16	2,588.00	276.16
7500 Christian Education			
7527 Rector's Professional Dev	0	125.00	-125.00
7525 Youth Christian Education	0	\$0.00	\$0.00
7526 Adult Christian Education	0	\$0.00	\$0.00
Total for 7500 Christian Education	\$0.00	125.00	-125.00
7600 Maintenance & Utilities			
7628 Maintenance	180.00	1,667.00	-1,487.00
7629 Contract Services-Lawn, Janitor	2,075.23	1,667.00	408.23
7630 LA Co Services Assessments	0	333.00	-333.00
7631 Utilities	2,615.19	3,000.00	-384.81
Total for 7600 Maintenance & Utilities	4,870.42	6,667.00	-1,796.58
7739 Rector's Distrectionary Fund	150.00	150.00	\$0.00
7800 Diocesan Pledge	3,698.30	3,698.25	0.05
7900 Designated Funds disbursements			
7902 Rector's Discretionary Fund	250.50		250.50
7924 Parish Life	63.75		63.75
7925 Music Fund	1,094.00		1,094.00
7926 Food Bank	3,352.28		3,352.28
Total for 7900 Designated Funds disbursements	4,760.53	\$0.00	4,760.53
Total for Expenses	40,402.18	37,916.75	2,485.43
Net Income	3,699.34	-4,191.25	7,890.59

ST. GREGORY'S SUPPLEMENTAL FINANCIAL INFORMATION
May 2026

ACTIVE DESIGNATED FUNDS - Restricted Funds

VESTRY RESERVE CALCULATION - April 2026

02	Rector's Discretionary	51	Reserve Fund	427,266 (3/31/2026)	
05	Memorials	25,387	Bank Balances		
06	Women's Board	15,026	Checking	116,933	
07	Vacation Bible School	0	Savings	72,197	189,130
08	Men's Fellowship	3,353	CD	0	616,396
09	Youth Group	7,470	Restricted Funds	-227,020	
10	Columbarium	8,562	Facility Reserves	0	
12	Other Designated Funds (taxable)	613		389,376	
14	Christian Education	1,219		202,533	
15	Good Friday	-526	50% of Operating Budget		186,843
16	Outreach	2,655			
18	HAVC Fund	25,322			
20	Rector's Development	0			
22	Other Designated Funds (non taxable)	3,336			
24	Parish Life	6,691			
25	Music Programs	25,129			
26	Food Bank	10,206			
28	Altar Guild	9,464			
29	Inheriances & Gifts	77,592			
33	Capital Improvement Fund	5,471			
TOTAL RESTRICTED FUNDS		227,020			



Diocesan Investment Trust
P.O. Box 46707
Cincinnati, OH 45246-0707
<https://diocesela.org/diocesan-investment-trust/>

Investment Account Summary

April 1, 2026 through April 30, 2026

0000018-0000035 0105 954577



ST. GREGORYS CHURCH-LONG BEACH
ATTN: THE REV MICHAEL K. FINCHER
6201 EAST WILLOW STREET
LONG BEACH, CA 90815

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Account Type
Religious Organization

Tax ID Number
On File

Account Representative
Diocesan Investment Trust

For Account Information
800-700-9929

Account Number
478003271

• SUMMARY OF INVESTMENT ACTIVITY

Your Account Beginning Balance on April 1, 2026	\$	403,136.75
+ Investment since then	\$	0.00
- Withdrawals since then	\$	0.00
Change in value since then	\$	24,129.57
Your Account Balance on April 30, 2026	\$	427,266.32

• SUMMARY OF INVESTMENTS

	Total Shares Owned	Net Asset Value per Share on Apr 30 (\$)	Value on Apr 30 (\$)	% of Your Portfolio
DIT Long Term Fund	719.0851	594.180465	427,266.32	100.00%

• DETAIL OF TRANSACTION ACTIVITY

Activity Description	Activity Date	Amount (\$)	Amount in Shares	Balance in Shares	Price per Share (\$)	Balance (\$)
DIT Long Term Fund						
Opening Balance as of	Apr 1			719.0851	560.624538	403,136.75
Closing Balance as of	Apr 30			719.0851	594.180465	427,266.32



LICENSE AGREEMENT

LICENSE AGREEMENT (this “**Agreement**”) made as of _____, by and between **ST GREGORYS EPISCOPAL CHURCH**, located at 6201 E. Willow Street, Long Beach, CA. 90815 a California nonprofit corporation (“**Licensor**”), and **MAPLE VILLAGE WALDORF SCHOOL** a California nonprofit corporation (“**Licensee**”).

W I T N E S S E T H:

WHEREAS, Licensor is the owner of certain premises located 6201 E. Willow Street, Long Beach, CA. 90815 (the “Premises”)

WHEREAS, Licensee desires permission to use the Licensed Area (as defined below and shown in Appendix A) for its ministry in a certain building (the “Building”) located on the Premises for the purpose set forth in Article 1 hereof under the terms and conditions contained in this Agreement; and

WHEREAS, Licensor desires to grant such permission to Licensee under the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the Licensed Area and mutual promises of the parties and for other good and valuable consideration paid by the Licensee, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. **LOCATION: AS-IS CONDITION.**

- 1.1 **Licensed Area.** Permission is hereby granted to Licensee subject to the terms and conditions of this Agreement, for the exclusive use of three (3) classrooms and shared use of the Parish Hall and fenced play area (the “Licensed Area”) throughout the Term (as hereinafter defined), solely for the purposes of operating educational programs at those locations and times identified on **Appendix B** annexed hereto and made a part hereof (the “Permitted Use”), and for no other purpose and at no other location or time, and otherwise in accordance with the terms and conditions hereof and all written of the rules and regulations, provided by Licensor to Licensee on the effective date of this Agreement (the “Building Rules”) Licensee shall not use and shall not allow, permit, or suffer the Licensed Area or any part thereof to be used by any other person (except for its guests and invitees) or for any other purpose not specifically enumerated herein. Licensee shall have no claim against Licensor arising out of the location or condition of the Licensed Area, it being specifically acknowledged and agreed to by Licensee to accept the use of the Licensed Area in its “AS IS” condition and without any representation or warranty of any kind, including without limitation, compliance with laws.
- 1.2 **Utilities.** The licensee acknowledges and agrees that water, sewer, gas, and electric utilities serving the Licensed Area will be furnished by the Licensor, and the Licensee warrants that they are suitable for the Licensee's needs. Licensor agrees to pay for its

own internet service and audio-video system. The Licensors shall use reasonable efforts to accommodate the Licensee's utility needs, subject to the availability of such utilities in the Licensed Area. Licensors shall have no liability to Licensee in the event of any interruption or discontinuance of utility service or for any other failure to accommodate Licensee's utility use requests or requirements.

2. TERM OF LICENSE; ACCESS; ACCEPTANCE OF LICENSE.

- 2.1 Term. The initial term of this Agreement (the "Term") shall commence August 15, 2026 (the "Commencement Date") and shall terminate on **August 14, 2031**. Notwithstanding anything to the contrary contained herein, the effectiveness of this Agreement and entry by the Licensee onto the Licensed Area is expressly conditioned upon the satisfaction of the following conditions: (a) the execution and delivery to each party of a fully executed counterpart of this Agreement, (b) the payment by Licensee to Licensors of the Security Deposit specified in Article 4 hereof, (c) the delivery to Licensors of certificates of insurance evidencing the issuance of all insurance required to be carried by Licensee pursuant to the terms of this Agreement in the form acceptable to Licensors, and (d) the delivery to Licensors of Licensee's appropriate licenses or permits required by applicable law, codes and ordinances in connection with the Permitted Use.
- 2.2 Option to Renew License Term. The Licensee may elect to extend the license term two months prior to the termination period. The Licensee must give the Licensors written notice of the Licensee's election to exercise the optional license renewal. This renewal option is not transferable.
- 2.3 Acceptance of License. The Licensee hereby accepts the license and covenants set forth herein and agrees to honor all the terms and conditions of this Agreement. The Licensee covenants and agrees to reasonably cooperate and work in good faith with other guests, tenants, employees, or licensees of the Licensors using the Premises to the extent that such use does not impact the Licensee's rights under this Agreement. Licensee covenants and agrees to comply fully and faithfully with (a) all the laws, rules, orders, regulations, ordinances, and requirements of any governmental or administrative entity or agency governing Licensee's use or occupancy of the Licensed Area, including, without limitation, all environmental laws governing the use of hazardous materials, and (b) all the rules and regulations from time to time promulgated by Licensors concerning the Building or Licensed Area. The Licensee shall be solely responsible for obtaining all permits and/or governmental approvals needed, if any, for the Licensee's operation in the Licensed Area. The Licensee shall not commit or suffer to be committed on the facility any nuisance or other act which may disturb activities in adjoining church buildings or any neighbors of the Licensors.
- 2.4 Representations & Warranties. Licensee hereby represents and warrants to Licensors that (a) Licensee is duly organized, validly existing, and in good standing in accordance with the laws of the state under which it was organized; (b) Licensee has taken all action necessary to authorize the execution of this Agreement; and (c) the individual executing

and delivering this Agreement on behalf of Licensee has been authorized to do so, and such execution and delivery shall bind Licensee. At the Licensors request, the Licensee shall provide the Licensors with evidence of such authority.

3. COMPENSATION.

- 3.1 Compensation. During the Term, Licensee shall pay to Licensors, as compensation (the "Compensation") for the right to use the Licensed Area, the amount of **Nine Hundred dollars (\$900.00)** per month, subject to modification based on full program occupancy as agreed to by both Licensors and Licensee. (Compensation shall be prorated for any such partial month). The Compensation for each month during the Term shall be payable by the Licensee to the Licensors in advance, on or before the first day of each such month. Each payment shall be delivered to and made to St. Gregory's Episcopal Church, located at 6201 E. Willow Street, Long Beach, CA. 90815 or at such other place as designated by written notice from the Licensors or transmitted by Automated Clearing House (ACH). If the Commencement Date occurs on a day other than the first day of a calendar month, the Compensation for that partial month shall be payable by the Licensee to the Licensors on or before the Commencement Date.
- 3.2 Annual Compensation Increase: Compensation shall increase annually, at the beginning of each new term, by three (3) percent or by the Consumer Price Index for All Urban Consumers (CPI-U) for Los Angeles-Long Beach-Anaheim, whichever is greater, as agreed to by both parties.
- 3.3 Additional Compensation. "Additional Compensation" means all sums of money which shall be due and payable by the Licensee, if any, to the Licensors under this Agreement, in addition to the Compensation. If the Licensee desires to use the facilities outside the designated schedule, appropriate compensation will be determined upon request. If there are defaults in the payment of any regular or Additional Compensation, then the Licensors shall have the same rights, powers, and remedies provided for in this Agreement, at law and in equity, that the Licensors would have if the Licensee had defaulted in the payment of any Compensation. Licensee agrees to pay upon demand any such Additional Compensation.
- 3.4 Custodial Services. Licensors shall provide custodial services for the Premises, the Building, and the Licensed Area. The licensee is responsible for keeping all rooms and restrooms neat, clean, and free of trash and secure and returning all tables and chairs to their original set-up. Adherence to the scheduled closing time on each date is required to allow the cleaning crew access to clean the facility promptly. If the Licensee requires additional custodial services for the Building, the Licensee may request additional custodial services from the Licensors.
- 3.5 Late Payments. If Licensee shall fail to pay any Compensation or Additional Compensation within 5 days of the due date, a late fee of five (5) percent of monthly compensation will be added. As of the 15th of the month, an additional ten (10) percent of monthly compensation will be added.

4. SECURITY DEPOSIT.

- 4.1 Security Deposit. Upon the execution of this Agreement by Licensee, Licensee shall deliver to Licensors a security deposit (the "Security Deposit") in the amount of **Two Thousand Seven Hundred Dollars** (\$2,700.00 unless Licensors has retained payment from a previous license agreement. Unless otherwise provided by mandatory non-waivable law or regulation, the Licensors may commingle the Security Deposit with the Licensors's other funds. Upon termination of the Agreement, the Licensors may use the Security Deposit to perform reasonably necessary repairs to damages caused by the Licensee or to remedy nonpayment of rent. If the Licensors uses the Security Deposit to perform reasonably necessary repairs to damages caused, then the Licensors shall provide the Licensee with an itemized statement regarding the disposition of the Security Deposit. The Licensors shall send a check to the Licensee for the amount of the remaining Security Deposit (if any) within 7 days of the Agreement's termination to the address provided in Paragraph 10 of this Agreement.
- 4.2 Default. If the Licensee defaults under any covenant, agreement, term, provision, or condition of this Agreement, then the Licensors shall issue the Licensee written notice detailing the claimed default. The Licensee shall have 30 days to cure that alleged default. If the default is of the nature that it cannot be cured within 30 days, then the Licensee's ongoing effort to cure the default shall satisfy its obligations under the Agreement to "cure" the default. In all other instances, if the Licensee fails to cure the default within 30 days, then the Licensors may use, apply, or retain such part of the Security Deposit as shall be equal to the payment of any Compensation or any other sum as to which the Licensee is in default and/or for any sum which the Licensors may expend or may be required to expend because of the Licensee's damage to the Licensed Area or other default in respect of any of the covenants, agreements, terms, provisions, and conditions of this Agreement.
- 4.3 End of Term. If the Licensee fully and faithfully complies with all the terms, provisions, covenants, agreements, and conditions of this Agreement, the Security Deposit shall be returned to the Licensee consistent with the terms of Paragraph 4.1.
- 4.4 Licensors's Right to Transfer. The Licensors shall give the Licensee 60 days written notice of its intent to transfer its interest in this Agreement. In the event of any assignment, transfer, or conveyance of Licensors's interest in this Agreement. The Licensors shall have the right to transfer the Security Deposit to the grantee or transferee, and the Licensors shall thereafter be released from all liability for the return of such Security Deposit. Licensee agrees to look solely to the Licensors's successor for the return of said Security Deposit. It is agreed that the provisions hereof shall apply to every transfer or assignment made of the Security Deposit to a new Licensors. The Licensors shall not be required to deposit the Security Deposit in an interest-bearing account.

5. REVOCABILITY OF LICENSE. The license granted by the Licensors to the Licensee hereunder is revocable and may be terminated at will by the Licensors, (a) without cause, upon

three (6) months prior written notice to the Licensee, and (b) upon Licensee's failure to cure a default consistent with Paragraph 4.2, upon sixty (60) days prior written notice to Licensee.

5.1 Upon the expiration of this Agreement, Licensee shall no longer be permitted to use the Licensed Area, any Compensation paid by Licensee shall be prorated as of the date of termination, and this Agreement shall terminate, and neither party shall have any obligation to the other except as expressly provided herein.

5.2 This Agreement is not a lease and does not grant to the Licensee the rights of a lease under the law of the State of California in any action against the Licenser, in any claim brought by the Licensee against the Licenser, or in defense against any action brought by the Licenser. Under no circumstances shall this Agreement be construed as granting the Licensee any rights, title, or interest of any kind or character in, on, or about the land, the Premises, the Building, or the Licensed Area, except as otherwise provided by the Agreement's express terms. All real or personal property remaining after the expiration or earlier termination of this Agreement that is not collected within 60 days of that event shall be deemed abandoned or may be removed (immediately following the expiration or sooner termination of this Agreement), and the Licensee shall, upon demand, reimburse the Licenser for the cost of such removal and disposal. The Licensee hereby releases the Indemnitees (as defined below) from any claim that the Licensee may have, at law, in equity disposal of the Licensee's property following the expiration or sooner termination of this Agreement consistent with the terms of the Agreement.

5.3 The Licensee may renew this Agreement at the same terms with sixty (60) days written notice at any time prior to the end of the Term.

6. **INDEMNIFICATION.** The Licensee agrees to indemnify, protect, defend, and hold harmless Licenser and their respective affiliates, officers, directors, members, agents, representatives, employees (including, without limitation, clergy), and successors and assigns (collectively, the "Licenser Indemnitees") from and against all actual and threatened claims, demands, causes of action, liabilities, judgments, settlements, losses, costs, damages, and/or expenses in law or equity, contract, or tort (including, without limitation, attorneys' fees and court costs) of every kind and nature whether arising during the Term ("Damages") if the Damages directly arise out:

- A. Any accident, bodily injury (including death) to any person or damage to, or destruction of, tangible property occurring in or about the Licensed Area, Premises, Building, or land resulting from participation in the activities of the Licensee;
- B. The entry into, use of, activities, acts, or omissions in the Licensed Area, Premises, Building, or any other activities by the Licensee.
- C. The breach of any of Licensee's covenants, obligations, responsibilities, representations, or warranties under this Agreement; and
- D. The introduction, use, storage, disposal, discharge, release, production, manufacture, generation, or transportation of any hazardous materials into the Licensed Area and

Building by the Licensee, its employees, officers, agents, representatives, contractors, guests, and invitees, or anyone acting on behalf of Licensee.

If any action or proceeding is brought against the Licenser or any Indemnitees because of any of the foregoing matters, the Licensee shall defend the same at the Licensee's expense by counsel reasonably satisfactory to the Licenser. The foregoing indemnity shall include, without limitation, the cost of any remediation, testing, and investigation because of any hazardous materials introduced, used, stored, disposed, discharged, released, generated, or transported into the Premises or the Building or onto the land by or on behalf of the Licensee or any of its guests or invitees. The Licenser shall be solely responsible for costs and liabilities arising from its acts or omissions. The indemnity shall not include damages arising from Licenser's actions or omissions. The provisions of this Section 6 shall survive the expiration or any earlier termination of this Agreement.

7. INSURANCE REQUIREMENTS.

7.1 General Requirements. At all times during the term of this License, the Licensee shall purchase and maintain, at its own expense, insurance as described below, unless the attachment of a Waiver of Insurance Requirements has expressly waived such insurance. The Licenser reserves the right to review all the required insurance policies and/or endorsements but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements outlined in this License or failure to identify any insurance deficiency shall not relieve Licensee from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during this License.

7.2 Workers' Compensation and Employers' Liability Insurance.

- a. Required if the Licensee has employees.
- b. Workers' Compensation insurance with statutory limits as required by the State of California Labor Code.
- c. Employers' Liability with minimum limits of \$1,000,000 per Accident, \$1,000,000 Disease per employee, \$1,000,000 Disease per policy.
- d. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against the Licenser.
- e. Required Evidence of Insurance:
 - i. Subrogation waiver endorsement and
 - ii. Certificate of Insurance

If the Licensee currently has no employees, the Licensee agrees to obtain the above-specified Workers' Compensation and Employers' Liability insurance should any employees be engaged during the term of this License or any extensions of the term.

7.3 General Liability Insurance.

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
 - b. Minimum Limits: \$1,000,000 per Occurrence; \$3,000,000 General Aggregate; the General Aggregate shall apply separately to each location. The required limits may be provided by combining General Liability Insurance and Commercial Umbrella Liability Insurance.
 - c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000, Licensor must approve it in advance.
 - d. The insurance provided to the additional insureds, i.e., Licensor, shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
 - e. The policy shall cover inter-insured suits between the Licensor and the Licensee and include a "separation of insureds" or "severability" clause, which treats each insured separately.
 - f. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against the Licensor.
 - g. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status and
 - ii. Certificate of Insurance.
- 7.4 Standards for Insurance Companies. Insurers shall have an AM Best rating of at least A:VII.
- 7.5 Documentation.
- a. The Certificate of Insurance must include the following reference: _____ and Episcopal Diocese of Los Angeles.
 - b. All required Evidence of Insurance shall be submitted before executing this License. The Licensee agrees to maintain current Evidence of Insurance on file with the Licensor for the required period of insurance.
 - c. The name and address for Additional Insured Endorsements and Certificates of Insurance are Episcopal Diocese of Los Angeles, 840 Echo Park Ave, Los Angeles, CA 90026 and St. Gregory's Episcopal Church, 6201 E. Willow St, Long Beach CA 90815.
 - d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists at least ten (10) days before expiration or other termination of the existing policy.
 - e. The Licensee shall provide immediate written notice if (1) any of the required insurance policies is terminated or (2) the limits of any of the required policies are reduced.
 - f. Certified copies of required insurance policies must be provided within thirty (30) days of the written request.

7.6 Policy Obligations. Licensors indemnity and other obligations shall not be limited by the foregoing insurance requirements.

7.7 Material Breach. If the Licensee fails to maintain insurance, which is required pursuant to this License, it shall be deemed a material breach of this License.

8. TAXES

8.1 The Licensee shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property that Licensors demonstrates is the result of the Licensee's use of the Premises and/or the installation, maintenance, and operation of Licensee's improvements, including any increase in real estate taxes at the Property which Licensors demonstrates arises from Licensee's improvements and/or Licensee's use of the Premises.

8.2 Licensors and Licensee shall each be responsible for paying any taxes, levies, assessments, and other charges, including franchise and similar taxes imposed upon the business conducted by Licensors or Licensee at the Property. Notwithstanding the foregoing, the Licensee shall not have an obligation to pay any tax, assessment, or charge that the Licensee is disputing in good faith in appropriate proceedings before a final determination that such tax is properly assessed, provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making the Licensee liable for any portion of the Licensors income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, Licensors shall be responsible for paying any personal property, real estate taxes, assessments, or charges owed on the Property. It shall do so before imposing any lien on the Property.

8.3 The Licensee shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge, or seek modification of any tax assessment or billing for which the Licensee is wholly or partly responsible for payment. The Licensors shall reasonably cooperate with the Licensee at the Licensee's expense in filing, prosecuting, and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to executing any consent, appeal, or other similar document. If, because of any appeal or challenge by the Licensee, there is a reduction, credit, or repayment received by the Licensors for any taxes previously paid by the Licensee, the Licensors agrees to promptly reimburse to the Licensee the amount of said reduction, credit, or repayment. If the Licensee does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this Paragraph, the Licensors will pursue such dispute at the Licensee's sole cost and expense upon written request of the Licensee.

9. GENERAL REQUIREMENTS APPLICABLE TO INSURANCE POLICIES.

- 9.1 Insurance Companies Form. Unless the Licensor shall otherwise agree in writing, all of the insurance required to be carried by the Licensee under the terms of this Agreement shall be effectuated by enforceable policies issued by reputable insurers licensed to do business in the State of California and approved by the Licensor, in the Licensor's sole and absolute discretion, pursuant to policies in form and substance, and having deductibles, satisfactory to Licensor. The Licensee's policies must be (a) written in accordance with the requirements of this Agreement and (b) endorsed in a form acceptable to include a provision that the policy will not be canceled, materially changed, or not renewed without at least thirty (30) days prior written notice to the Licensor. The Licensee shall obtain the agreement of the Licensee's insurers to notify the Licensor that a policy is due to expire at least ten (10) days before such expiration.
- 9.2 Required Proof of Insurance. Before the Commencement Date, the Licensee shall deliver to the Licensor certificates of insurance acceptable to the Licensor, evidencing the issuance of all insurance required to be carried by the Licensee pursuant to the terms of this Agreement to the Licensor. Each such certificate of insurance shall be signed by an authorized officer of the applicable insurance company or by a broker having the authority to issue such certificate of insurance. The insurance company or agent issuing the insurance shall also deliver to the Licensor, together with such certificate of insurance, proof reasonably satisfactory to the Licensor that the premiums for the Term of each policy have been paid. If the Licensor requests, the Licensee shall deliver a copy of the entire original policy, certified by the insurance carrier as true and complete.
- 9.3 Licensee's Insurance Primary Coverage. Licensee shall not carry any separate or additional insurance concurrent in form or contributing in the event of any loss or damage with any insurance required to be maintained by Licensee under this Agreement, and all policies of insurance procured by Licensee shall state or be endorsed to provide that the coverage afforded under Licensee's policies shall apply on a primary basis and not on excess or contributing basis with any other insurance policies which may be available to Licensee or any Indemnitee. In the event of any such loss or damage, the Licensee shall look exclusively to its own insurance for recovery of losses or damages, and the Licensee hereby waives any right of recovery or subrogation against the Licensor on account thereof. If the Licensee or Licensor is unable to obtain insurance on terms satisfactory to the Licensor or if the Licensee's activities shall cause the rate of the Licensor's insurance to increase, then the Licensor shall have the right to terminate this Agreement unilaterally.
10. REQUIRED TRAINING AND CERTIFICATION
- 10.1 Required Harassment and Abuse Prevention Training: The Diocese of Los Angeles requires all licensees using church property to provide sexual harassment and abuse conduct prevention training provided by the Civil Rights Department of the State of California to supervisors, non-supervisory, and regular volunteers every two years. Training modules include Sexual Harassment Prevention Training and Elder Abuse

Prevention Training. Certificates of Completion for all required licensee personnel completing this training shall be provided to the Licensor when requested.

- 10.2 Mandated Reporter Training: On September 16, 2021, California Assembly Bill 506 ("AB 506") was voted in to amend Section 18975 of the Business and Professions Code. Effective as of January 1, 2022, AB 506 added all youth service organizations to the list of organizations whose volunteers must: (1) complete training in child abuse and neglect identification and reporting, (2) undergo a livescan and background check to identify and exclude any person with a history of child abuse, (3) ensure mandatory reporting of suspected incidents of child abuse to persons or entities outside of the organization, and (4) require two mandatory reporters whenever in contact or in the supervision of children.

Under this law (Child Abuse Mandated Reporter Training), churches are considered youth-serving organizations by providing programs such as youth groups, daycare, Sunday school, etc. Mandated Reporters include school personnel, childcare providers, medical professionals, mental health and social workers, law enforcement, members of the clergy, and regular volunteers (e.g., those persons who are 18 years of age or older and who have direct contact with, or supervision of, children for more than 16 hours per month or 32 hours per year.

AB 506 requires 1) All administrators, employees, and volunteers to complete a fingerprint-based state and federal-level background check. Anyone with a history of child abuse is excluded from working or volunteering in a youth-serving organization; 2) All administrators, employees, and "regular" volunteers must complete child abuse and neglect reporting training; 3) Youth-serving organizations must develop and implement child abuse prevention policies and procedures which include (but are not limited to) policies to ensure incidents of suspected child abuse are reported to the appropriate entities. Section 11165.9 of the California Penal Code policies requires the presence of at least two mandated reporters when employees and volunteers are in contact with or supervising children.

Certificates of Completion of Mandated Reporter Training shall be retained by the Licensee, and proof of completion will be provided to the Licensor on a yearly basis, along with proof of Livescan background check completion

11. SURRENDER OF LICENSED AREA At the expiration or earlier termination of this Agreement, the Licensee shall deliver to the Licensor all keys (including any electronic access devices and the like) to the Licensed area, and the Licensee shall deliver to the Licensor the licensed area in the same condition as existed on the date Licensee originally took possession thereof, ordinary wear and tear excepted, provided that ordinary wear and tear shall not include repair and clean up items. In addition, prior to the expiration of the Term or any sooner termination thereof, (a) Licensee shall remove such Alterations as Licensor shall request and shall restore the portion of the licensed area affected by such Alterations and such removal to its condition existing

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immediately prior to the making of such Alterations, (b) Licensee shall remove from the licensed area all unattached trade fixtures, furniture, equipment and personal property located in the Licensed area, including, without limitation, phone equipment, wiring, cabling, and all garbage, waste, and debris, and (c) Licensee shall repair all damage to the Licensed area or Licensor's property caused by any such removal including, without limitation, full restoration of all holes and gaps resulting from any such removal and repainting required thereby. All personal property and fixtures of Licensee not so removed shall, to the extent permitted by law, be deemed to have been abandoned by Licensee and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Licensor without notice to Licensee and without any obligation to account for such items.

12. ASSIGNMENT AND TRANSFER GENERALLY. Neither this Agreement nor any part hereof shall by operation of law or otherwise be sold, assigned, mortgaged, pledged, hypothecated, or otherwise transferred by Licensee, nor shall the Licensed Area or any part thereof be encumbered in any manner nor shall the Licensed Area or any part thereof be sublet or licensed to be used or occupied by anyone other than Licensee, except by written agreement between Licensor and Licensee.

13. STANDARDS OF CONDUCT. Licensee shall always respect and honor the Episcopal Church's commitment to diversity, inclusion, and equality, which exemplify God's love for everyone. Licensee acknowledges the Licensor's commitment to seek and serve Christ in all persons, loving our neighbor as ourselves and striving for justice and peace. Licensee acknowledges its obligation to respect the dignity of every human being irrespective of their race, color, sex, sexual orientation, gender identity, national origin, or disability.

14. NOTICES. Any notice required or permitted to be given hereunder shall be in writing and shall be deemed given (a) when personally delivered to the Rector or Priest named below; (b) on the third (3rd) day after deposited with the United States Postal Service, postage prepaid, registered or certified mail, return receipt requested; or (c) on the first (1st) business day after deposited with a national courier guaranteeing overnight delivery, and in any such case shall be addressed as set forth below:

To Licensor:

ST. GREGORY'S EPISCOPAL CHURCH

Attention: The Rev. Michael K. Fincher
6201 E Willow. Street
Long Beach, CA 90815

To Licensee:

MAPLE VILLAGE WALDORF SCHOOL

Attention: Andi Levine
4017 E 6th St,
Long Beach, CA. 90814

Either party may change its address as set forth herein by notice to the other in the manner provided for herein.

15. SIGNS. No external signs about the activities of the Licensee will be permitted on or around the Premises that materially interfere with access to the Premises, Building, or Licensed Area. Licensee shall have the right to post external signage at and around the Premises, Building, and Licensed Area to direct invitees and guests to Licensee's activities. The Licensee shall also have the right to place inside the Licensed Area, at locations agreed upon by the Licensee, to direct invitees and guests to the Licensee's activities. The Licenser retains the right to exercise its reasonable discretion to refuse to consent to the display of any signage inconsistent with safeguarding the health, safety, and public welfare of all parties entering the Premises, Building, or Licensed Area. Licenser shall repair all damage to the Licensed Area resulting from the removal of signs installed by Licensee, at Licensee's expense, subject to Section 4.1.

16. PARKING. During the term of this Agreement, the Licensee shall use designated non-reserved common automobile parking areas as designated by the Licenser, subject to the rules and regulations for the use thereof. Licenser agrees to allow Licensee access to both parking lots on the scheduled dates of use as further shown in Exhibit A. Lessee must ensure that emergency lanes are not blocked and only park in marked stalls designed by Licenser.

17. OTHER TERMS AND CONDITIONS.

17.1 The Licensee shall abide by and perform all of its obligations under the Building Rules without limiting the foregoing; the Licenser reserves the right to promulgate additional rules and regulations related to operations at the Licensed Area.

17.2 This Agreement shall be construed in accordance with the laws of the State of California without limiting the foregoing,

18. ENTIRE AGREEMENT; NO ORAL CHANGES. This Agreement represents the parties' entire agreement with respect to the subject matter hereof and supersedes all prior understandings or agreements, oral or written, with respect thereto. No change or modification of any of the terms and conditions hereof shall be valid or binding unless contained in writing and signed by both of the parties hereto, except as provided herein.

19. WAIVER. In lieu of the Licenser and Licensee waiver of a trial by jury in any action, proceeding, or counterclaim, the Licenser and Licensee agree to use the Judicial Arbitration and Mediation Services (JAMS) to resolve any dispute concerning the terms and conditions of this lease. If either party commences an action against the other party in a court of jurisdiction in connection with this License Agreement, the prevailing party will be entitled to recover the reasonable attorneys' fees and costs of suit from the non-prevailing party.

20. SEVERABILITY. The provisions of this Agreement are severable, and if any term, condition, or other portion thereof is held invalid, the remaining portion of the Agreement shall be given full force and effect.

21. COUNTERPARTS. This Agreement may be executed in several counterparts, at different places and times, all of which, taken together, shall constitute one and the same agreement, which shall be deemed dated as of the day and year first above written and fully executed upon receipt

by each of the parties hereto of an executed counterpart. The Licensors and the Licensee may deliver this Agreement via electronic transmission. Each party agrees that the delivery of the Agreement via electronic transmission shall have the same force and effect as the delivery of original signatures and that each party may use such electronic signatures as evidence of the execution and delivery of the Agreement by both parties to the same extent that original signatures could be used.

22. BROKER. The Licensors and Licensee each warrant and represent to the other that it has dealt with no broker, finder, or similar agent who might be entitled to claim a fee or commission in any of the negotiations that preceded this Agreement or in the procuring of the same. Each party shall indemnify, defend, and hold the other harmless from and against any and all claims for commission, fee, or other compensation by any person, including, without limitation, reasonable attorneys' fees and charges arising out of a breach of the foregoing representation. The provisions of Article 18 shall survive the expiration or earlier termination of this Agreement

23. ALTERATIONS/REPAIRS.

23.1 In the event of minor damage to any part of the Licensed Area, and if such damage does not render the Licensed Area unusable for the Licensee's purposes, the Licensors shall promptly repair such damage at the cost of the Licensors (unless caused by the Licensee, then at Licensee's cost and expense subject to Section 4.1). The Licensors shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary material or labor, or other matters beyond the Licensors' reasonable control. Licensee shall (a) keep and maintain in sanitary, good order, condition, and repair the Licensed Area and every part thereof and any and all appurtenances thereto and (b) refrain from doing or omitting to do any act resulting in any damage to the Licensed Area, Premises, or Building. Licensors shall not be liable for any consequential damages resulting from any breakdown or mechanical failure of the water heater, air conditioning unit, plumbing, furnace, or other Building systems. The licensee shall fully reimburse the Licensors for any and all costs or expenses incurred by the Licensors for any repair work done on or in the Licensed Area, Premises, or Building necessitated by acts or omissions of the Licensee. Subject to Section 20.3, upon termination of this Agreement, the Licensee shall return the Licensed Area in the same or better condition, excepting ordinary wear and tear, as existed at the Commencement Date.

24. ACCEPTANCE OF LICENSE AREA. The licensee shall not permit anyone to make any alterations, additions, or improvements in or to the Licensed Area without the Licensors' prior written consent; such consent is at the Licensors' sole discretion. Licensee accepts the Licensed area in its "AS-IS" condition on the date that this License is entered; provided, however, Licensors represents that as of such date, the Building shall be watertight, free of Hazardous Materials and the Building's Systems shall be in good working order. Other than as provided for herein in this license, Licensors shall have no obligation to make any alterations, additions, or improvements to the licensed area (including demolition of any improvements existing therein or construction of any Licensee finish-work or other improvements therein), and, shall not be obligated to reimburse

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St. Gregory's Episcopal Church in Long Beach
Maple Village Waldorf School

Licensee or provide an allowance for any future costs related to any alterations, additions, or improvement therein.

Licensee hereby acknowledges that any approved alterations, additions, or improvements shall be performed while Licensee is in occupancy of the licensed area, and Licensor's actions in connection with such Work shall not entitle Licensee to any abatement of its license fee. Licensor shall have no responsibility or for any reason be liable to Licensee for any direct or indirect injury to or interference with licensee's business arising from the performance of the any alterations, additions, or improvement, nor shall Licensee be entitled to any compensation or damages from Licensor for any inconvenience or annoyance occasioned by such alterations, additions, or improvements or Licensor's actions in connection with such alterations, additions, or improvements.

25. LIMITATION OF LIABILITY. IN NO EVENT SHALL LICENSOR BE RESPONSIBLE FOR LOST PROFITS OR OTHER INCIDENTAL OR OTHER SIMILAR CONSEQUENTIAL DAMAGES AS A RESULT OF ITS TERMINATION OF THIS AGREEMENT OR ANY OTHER ACTION OR INACTION OF LICENSOR OR ANY THIRD PARTY THAT UTILIZES THE PREMISES.

26. EFFECT OF WAIVER OR CONSENT. No waiver or consent, express or implied, by any party to or of any breach or default by any party in the performance by such party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such party of the same or any other obligations of such party hereunder. Failure on the part of a party to complain of any act of any party or to declare any party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

LICENSOR:
ST. GREGORY'S EPISCOPAL CHURCH
The Rev. Michael Fincher

Signature

Date

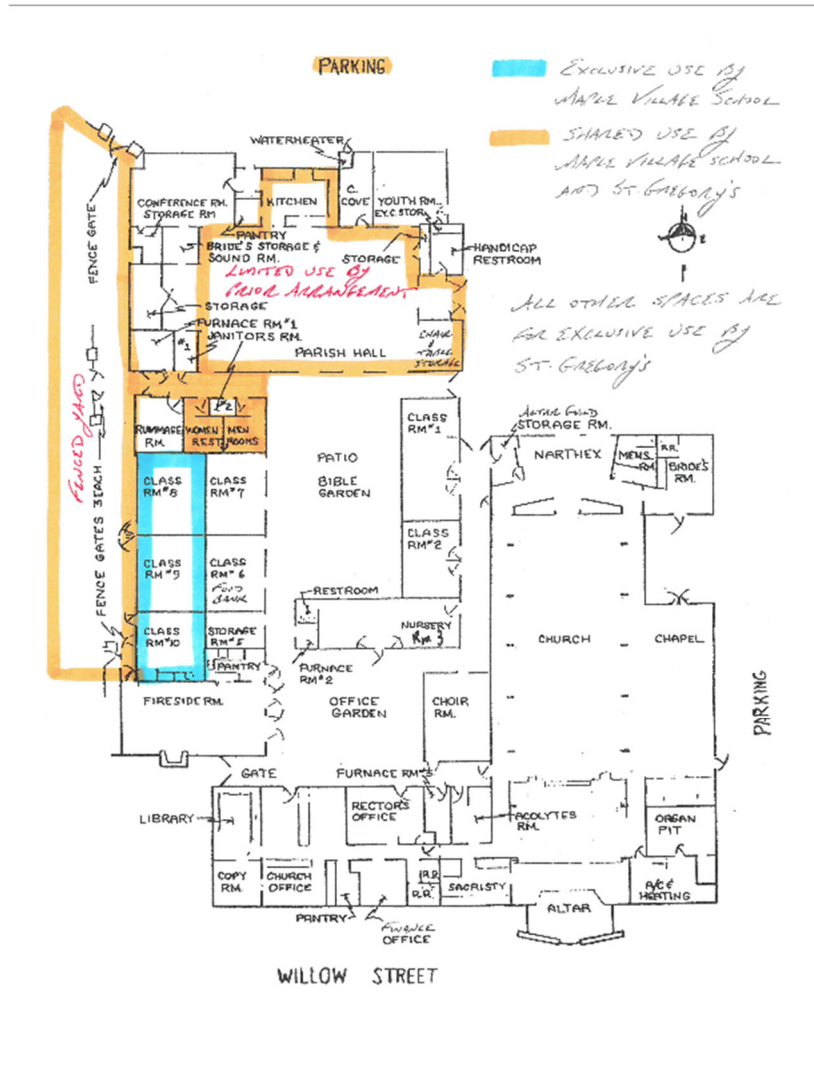
LICENSEE:
Maple Village Waldorf School

Signature

Date

Revised: January 28, 2026

Appendix A Licensed Area



License Agreement: My 19, 2026
St. Gregory's Episcopal Church in Long Beach
Maple Village Waldorf School

Appendix B
Additional Program Requirements

- Rooms 8, 9, and 10 will be used for educational programming, including instructional and play activities.
- The fenced yard will be used for instructional and play activities.
 - Installation of play equipment is permitted with prior approval by the Licensor.
 - Installation of above-ground planting beds is permitted.
 - Upon termination of the licensing agreement, Licensee will return outdoor yard space to previous (pre-agreement) conditions.