

License Agreement

This License Agreement (the “Agreement”) dated January 29th, 2019 is entered into by and between Third Sector New England, Inc. (the “Licensor”) and the Cambridge Redevelopment Authority (the “Licensee”). The Space specified below houses a nonprofit co-working and meeting facility operated by Licensor known of as Link Kendall (“Link Kendall”). The mission of Link Kendall is to foster collaboration, enhance organizational stability and further build the power and visibility of greater Boston area-based charitable organizations committed to workforce development for underserved communities.

The parties hereby agree as follows:

1. BASIC DATA.

Space: A portion of the eighth (8th) floor of the building having an address at 255 Main Street, Cambridge, Massachusetts

Licensor: Third Sector New England, Inc. dba TSNE MissionWorks
89 South Street, Suite 700
Boston, Massachusetts 02111

Licensee: Cambridge Redevelopment Authority
255 Main Street, 8th Floor
Cambridge, MA 02142

Permitted Uses: Office activities conducted in furtherance of charitable purposes and in conformance with Cambridge Zoning Ordinance 14.32.6(3); specifically to undertake urban redevelopment projects and other activities provided for in the enabling legislation.

Required Insurance: As stipulated under Exhibit C: Insurance Requirements

Monthly License Fee: \$ 6,250.00

Initial Payment: One (1) month’s Monthly License Fee, to be paid upon execution of this License Agreement and applied as the first (1st) Monthly License Fee.

Premises: Four (4) private offices, one (1) small phone room, one (1) small storage room and an open area in shared space of the Space as shown in Exhibit A hereto.

Term: One year beginning on the calendar day immediately following termination of a current Lease between Licensee and the Owner of the Space which is to coincide with substantial completion of renovations to Premises. This is estimated to be on or about March 1st, 2019. Actual start date to be mutually agreed upon and memorialized via email.

2. LICENSE TO USE AND OCCUPY. Licensor hereby grants to Licensee a license to use and occupy the Premises, subject to all of the terms and conditions of this Agreement. To the extent permitted by law, this Agreement does not create a relationship of landlord and tenant.

3. TERM. Licensee shall be permitted to use the Premises only during the Term specified in Section 1. Licensee agrees that upon termination of Licensee's use and occupancy of the Premises, Licensee shall, at Licensee's cost, repair any damage to the Premises and yield up the Premises in clean condition and in the same order and repair as the Premises were in when provided to Licensee, normal wear and tear excepted. Any personal property or equipment of Licensee not removed upon such termination shall, at Licensor's option, become the property of Licensor.

4. CANCELLATION. Licensor reserves the right to cancel this Agreement if Licensee (a) fails to pay the Monthly License Fee within fifteen days of when due, (b) breaches any of the terms of Section 7 of this Agreement, or (c) breaches any other terms of this Agreement and fails to remedy such breach within fifteen days of notice from Licensor. Licensor further reserves the right to cancel this Agreement if for any reason during its Term Licensor no longer has the right to grant the license granted to Licensee hereunder.

5. CONDITION OF THE SPACE. The Premises are licensed in their present condition, "AS IS", without any representations or warranties of any kind, except that Licensor warrants that it has all licenses and permits, including zoning permits, variances and occupancy certificates, necessary to operate the premises and enter into and perform its obligations under this Agreement.

6. UTILITIES, EQUIPMENT AND FACILITIES.

(a) Utilities. Licensor shall provide the following: heat and air conditioning to the Space during heating and cooling seasons of the year; hot and cold running water for lavatories; and cabling for telephone, internet and computer equipment. Licensor shall also provide internet access and electrical service for standard office uses and the shared use of a printer, a copier and a facsimile machine. Licensor shall be responsible for maintaining said utilities and equipment in good and proper working condition.

(b) Shared Facilities. Licensee shall be entitled to use with others the shared kitchen and lounge within the Space. Licensee shall also be entitled to use the shared meeting rooms within the Space on the same basis as other occupants of the Space.

(c) Copier. Licensee shall be entitled to make copies on the shared copy machine at no cost for up to 1,000 copies/month.

7. LICENSEE'S REPRESENTATIONS AND COVENANTS. Intentionally omitted

8. PAYMENT OF MONTHLY LICENSE FEE. Licensee shall pay the Monthly License Fee to Licensor at Licensor's address specified above on or before the first day of each calendar month during the Term of this Agreement. Said Fee shall be apportioned for any partial month at the commencement or end of this Agreement. If Licensee fails to yield up the Premises at the termination of this Agreement, Licensee shall thereupon be liable for a hold-over fee equal, on a pro-rated daily basis, to 150% of the Monthly License Fee.

9. ASSIGNMENT, SUBLETTING OR SHARED OCCUPANCY OF THE PREMISES.

Licensee shall not assign this Agreement or sublease, share with another business, firm or organization, or otherwise permit others to occupy the Premises without the prior written consent of Licensor.

10. INDEMNIFICATION AND INSURANCE.

(a) Indemnification. Licensee agrees that it will indemnify, defend, hold and save Licensor including its employees, servants, agents, directors, and officers and the owner of the Premise Trustees of One Cambridge Center Trust (Licensor and Licensor collectively the

“Indemnified Parties”) whole and harmless of, from and against all claims, demands, actions, damages, loss, cost, liabilities, expenses and judgments recovered from or asserted against an Indemnified Party on account of injury or damage to person or property to the extent that any such damage or injury is incident to, arises out of, or is caused, either proximately or remotely, wholly or in part, by an act, omission, negligence or misconduct on the part of Licensee or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees or of any other person entering upon the Space with the express or implied invitation or permission of Licensee (other than Licensor’s employees, contractors and other invitees on the Space at the behest of Licensor), or when any such injury or damage is the result, proximate or remote, of the violation by Licensee, or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the occupancy or use by Licensee, its agents, servants, employees, contractors, patrons, guests, licensees or invitees (other than Licensor’s employees, contractors and other invitees on the Space at the behest of Licensor) of the Space. Such indemnification of Indemnified Parties by Licensee shall not extend to damage or injury resulting from the gross negligence or willful misconduct of any Indemnified Party as relates to that party. The provisions of this Section 10 shall survive the expiration or earlier cancellation of this Agreement.

(b) Insurance. At all times during the Term and any extension thereof Licensee shall at its expense maintain the Required Insurance as specified in Exhibit C and shall provide certificates of such insurance to the Certificate Holders specified in that Exhibit upon execution of this Agreement and thereafter upon request by Licensor.

11. **LICENSEE’S RISK**. Licensee acknowledges that it and its agents, employees and invitees shall use the Space at their own risk to the maximum extent permitted by law and that Licensor shall not be liable to Licensee or its agents, employees or invitees for any loss or damage to Licensee or its agents, employees and invitees or their property in or upon the Space or anywhere on the property that may be caused by any accident, natural conditions, catastrophe, intentional destruction or vandalism, fire, theft, the acts or omissions of Licensor or other persons using or occupying the Space. It shall be the responsibility of Licensee to secure its own insurance or otherwise protect itself and its property against such loss or damage.

12. CARE OF SPACE AND EQUIPMENT. Licensee and its agents, employees and invitees shall not injure or deface any part of the Space, furniture or equipment provided by Licensor. If such damage occurs, Licensee shall be liable to Licensor and to the owner of the property so damaged.

13. FIRE OR OTHER CASUALTY. In the event that fire or other casualty renders the Space unfit or unavailable for use, either party may terminate this Agreement by notice provided within fifteen days of such occurrence. In case any part of the Premises becomes damaged or unusable so as to prevent Licensee from occupying the Premises, Licensee waives any claim against Licensor for loss or damage that may arise from such inability to occupy the Space.

14. OTHER CONDITIONS.

(a) Licensee shall use the Premises and Space in a manner so as to avoid any unreasonable interference to other occupants of the Space.

(b) Licensee assumes all responsibility for compliance with all local, city and state ordinances and regulations relating to Licensee's operations.

15. ACCESS TO THE SPACE. Licensor shall be permitted to enter the Space at any time without limitation, provided that Licensor shall not unreasonably interfere with Licensee's operations. Notwithstanding the foregoing, Licensor shall not be liable to Licensee for any compensation by reason of inconvenience or annoyance or for loss of business arising from the necessity of Licensor or its agents entering the Premises or Space for any purposes in this Agreement authorized, or for repairing the Premises or Space or any other portion of the Building however the necessity may occur.

16. RULES AND REGULATIONS. Licensee shall obey all of the rules and regulations promulgated from time to time by Licensor governing or pertaining to Link Kendall and the licensees and occupants of the Space. Licensor shall have full power to interpret, amend, and enforce these rules and regulations, provided any amendments, when made, are brought to the attention of Licensee. The Licensee, for itself and its employees and representatives, agrees to abide by the foregoing rules and regulations and by any amendments or additions thereto in conformance with the preceding sentence.

17. **RIGHTS OF OWNER, MORTGAGEE OR GROUND LESSOR.** This Agreement shall be subordinate to the operating agreement (the ‘Operating Agreement’) between Licensor and owner of the Space (“Owner”) and any mortgage or ground lease from time to time encumbering the Space and building it is located in, whether executed and delivered prior to or subsequent to the date of this Agreement, if the holder of such Operating Agreement”, mortgage or ground lease shall so elect. In the event of any inconsistency of the terms of this Agreement and the Operating Agreement, the terms of the Operating Agreement shall control. If this Agreement is subordinate to any mortgage or ground lease and the holder thereof (or successor) shall succeed to the interest of Licensor, at the election of such holder (or successor), Licensee shall attorn to such holder, and this Agreement shall continue in full force and effect between such holder (or successor) and Licensee. Licensor may make good faith efforts to secure from the holder of any such mortgage for the benefit of Licensee a non-disturbance and attornment agreement on commercially reasonable terms acceptable to such holder (or successor). Licensee agrees to execute such instruments of subordination or attornment in confirmation of the foregoing agreement as such holder may request, and Licensee hereby appoints such holder as Licensee’s attorney-in-fact to execute such subordination or attornment agreement upon default of Licensee in complying with such holder’s request within fifteen (15) days of request.

18. **STATUS REPORT.** Recognizing that both parties may find it necessary to establish to third parties, such as accountants, banks, mortgagees, ground lessors or the like, the then-current status of performance hereunder, either party, on the request of the other made from time to time, will promptly furnish to the other, or the holder of any mortgage or ground lease encumbering the Space or to any proposed purchaser or mortgagee of the property it is located within, or to the other party, as the case may be, a statement of the status of any matter pertaining to this Agreement, including, without limitation, acknowledgement that (or the extent to which) each party is in compliance with its obligations under the terms of this Agreement.

19. **MISCELLANEOUS.** (a) All notices required or permitted to be given under or related to this Agreement shall be in writing and delivered by hand, by certified mail, postage pre-paid, return receipt requested, by express mail, express courier service, or by facsimile transmission with written confirmation by express courier service. Except as otherwise provided

herein, notice shall be deemed given when so delivered by hand, or if mailed by certified mail, five days after it is deposited with the U.S. Postal Service, or if sent by express mail or express courier service, one day after it is deposited with the U.S. Postal Service or such other service, or if sent by facsimile transmission, on the date received by the addressee. The parties' respective addresses for purposes of notice shall be as specified in Section 1 unless and until a different address is specified by either party in accordance with this subsection.

(b) This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this Agreement.

(c) This Agreement may be amended or modified only by a written instrument executed by both parties.

(d) This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, without regard to conflicts-of-laws provisions. The parties agree that any litigation arising out of, related to, or regarding the validity of, this Agreement shall be brought in Suffolk County in the Commonwealth of Massachusetts, and the parties expressly agree to the exclusive jurisdiction of courts in said County. All parties expressly waive any right to a jury trial in any lawsuit, proceeding, counterclaim or any other litigation procedure based on or arising out of this Agreement.

(e) This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, subject to the provisions of Section 9.

(f) No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given by a party on any one occasion shall be effective only in that instance and shall not be construed as a bar of waiver of any right on any other occasion.

(g) This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

THIS AGREEMENT is executed under seal as of the date first set forth above.

LICENSOR:

THIRD SECTOR NEW ENGLAND, INC.

By: _____
Elaine Ng, Executive Director

CAMBRIDGE REDEVELOPMENT AUTHORITY

LICENSEE:

By: _____
Tom Evans, Executive Director

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EXHIBIT A

PLAN SHOWING PREMISES

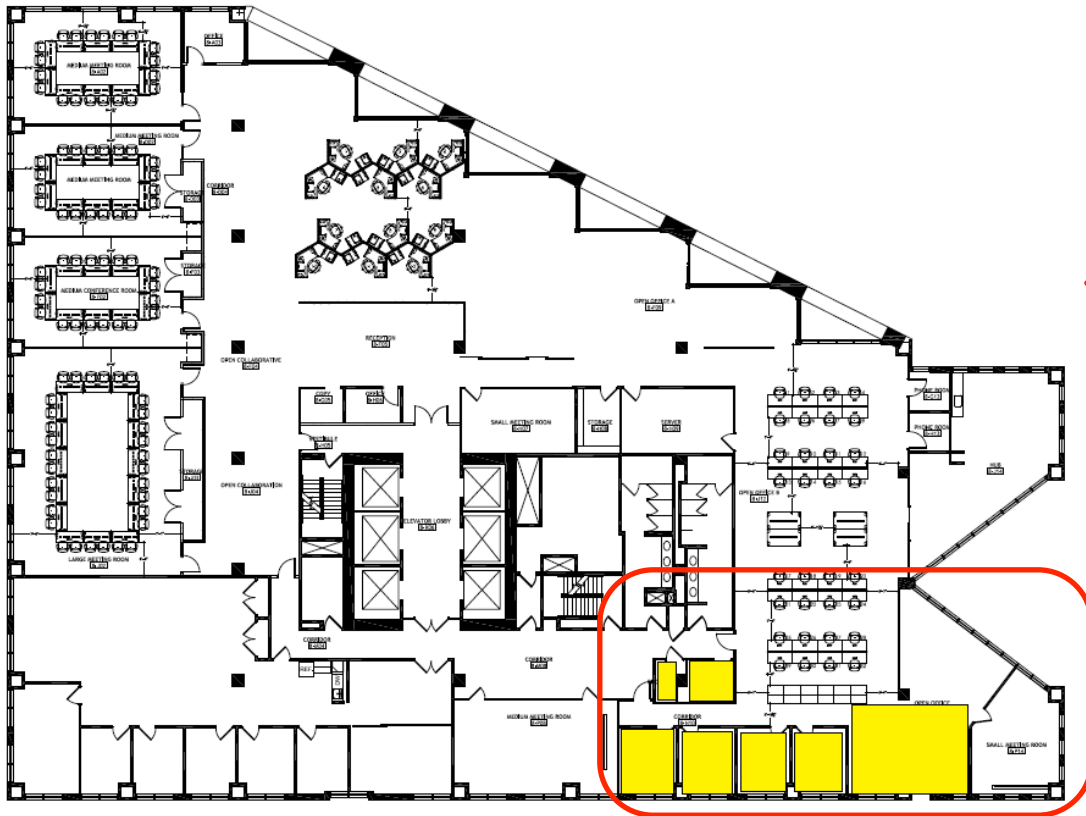


EXHIBIT B

LICENSEE'S TAX REPRESENTATIONS AND COVENANTS

Intentionally Omitted

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EXHIBIT C

INSURANCE REQUIREMENTS

I. POLICY REQUIREMENTS. Licensee shall procure and maintain in full force and effect during the Term, the standard policies of insurance coverages specified below under Policy Coverages. The following stipulations apply to all policies:

- A. All policies (except for workers' compensation coverage) shall be endorsed to name the Indemnified Parties and any other entity specified by Licensor as additional insured respecting this Agreement. Such insurance shall provide primary coverage without contribution from any other insurance carried by or for the benefit of Licensor and other Indemnified Parties. Such insurance shall also waive any right of subrogation against each of the Indemnified Parties.
- B. The insurance requirements shall not limit the indemnification of Licensor and the Licensor Indemnified Parties by Licensee.
- C. All policies of insurance shall be with an insurance company with a current Best's Key Rating Guide (or similar rating if no longer available) of A- or better and within a financial size category of not less than "Class VIII"; and authorized to do business in the Commonwealth of Massachusetts. All policies shall be in a form and content reasonably acceptable to Licensee.
- D. No policy shall contain any self insured retention greater than \$25,000.00.
- E. All policies shall contain a minimum of 30 days' notice of cancellation.
- F. Licensee shall furnish evidence of the required insurance to Licensor upon request.

II. POLICY COVERAGES. Listed below are the standard policy coverages required to be maintained by Licensee.

- A. Workers' Compensation with statutory limits.
- B. Employers' Liability insurance with the following minimum limits:

Bodily injury by disease per person	\$1,000,000
Bodily injury by accident policy limit	\$1,000,000
Bodily injury by disease policy limit	\$1,000,000
- C. Commercial General Liability Insurance (including contractual liability), on an occurrence basis, with minimum limits of \$2,000,000 per occurrence, which may be satisfied through a combination of primary and excess/umbrella insurance.