

**LICENSE AGREEMENT FOR SIGN
WITH CRESCENT HEIGHTS LLC**

This LICENSE AGREEMENT is made by and between CRESCENT HEIGHTS LLC, a limited liability company with a mailing address of PO Box 4790, Portland, Maine and MaineHealth dba Maine Medical Center, a nonprofit corporation, located at 22 Bramhall Street, Portland, Maine (hereinafter MMC or LICENSEE).

WHEREAS, CRESCENT HEIGHTS LLC owns property at 25 Crescent Street, Portland, Maine; and

WHEREAS, MMC has located signage at 25 Crescent Street, Portland, Maine and will continue to so locate such signage in that location; and

WHEREAS, the parties hereby formalize their longstanding agreement regarding the placement of the signage in order to satisfy the City's requirement that MMC demonstrate right, title and interest to erect and maintain its sign 25 Crescent Street, Portland, Maine.

W I T N E S S E T H :

CRESCENT HEIGHTS LLC and MMC enter into the following License Agreement:

1. TERM

CRESCENT HEIGHTS LLC grants to MMC a license to place a sign on its property at 25 Crescent Street for a twenty year term commencing as of the date of execution of this Agreement.

2. LOCATION

LICENSEE may erect, use and maintain a sign for identification and directional purposes and the sign shall be located on the front of the lot in the general vicinity noted in Exhibit A.

3. MAINTENANCE

a. LICENSEE shall maintain the sign in proper condition.

b. LICENSEE shall be responsible for the maintenance and upkeep of the sign and any damage to the sign is solely the responsibility of LICENSEE. Should LICENSEE fail to maintain the sign, this License Agreement is revocable on notice by the CRESCENT HEIGHTS to LICENSEE of a violation of this section; however LICENSEE shall have 14 days to cure any problem if it notifies CRESCENT HEIGHTS in writing within three (3) days of its intent to cure the violation.

4. LICENSE FEE

There shall be no fee for this license.

5. REVOCATION

This License Agreement is immediately revocable should LICENSEE discontinue use of the sign or should Licensee breach this Agreement and such breach is not cured within thirty (30)days of written notice thereof. Upon revocation, LICENSEE must remove at its own expense the sign and other materials or obstructions placed on the property. If LICENSEE refuses to promptly remove such obstructions, they may be removed by the CRESCENT HEIGHTS and LICENSEE shall be liable for all expenses of such removal.

6. INSURANCE

LICENSEE shall maintain in effect throughout the term of this Agreement comprehensive general liability insurance, insuring against all legal liability for injuries or damages suffered as a result of the exercise of rights granted pursuant to this Agreement in an amount not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate.

7. INDEMNIFICATION

LICENSEE agrees to indemnify, defend and hold CRESCENT HEIGHTS harmless

and free from liability arising out of LICENSEE'S use of the CRESCENT HEIGHTS' property , and LICENSEE agrees to make no claim against the CRESCENT HEIGHTS or any of its officers, employees, agents or representatives for any loss or damage caused by the LICENSEE'S use of the property or maintenance of its signage.

9. ASSIGNMENT OF RIGHTS

LICENSEE shall not sell or assign its rights pursuant to this Agreement or permit the use of the premises or any part thereof by any other entity without the express prior written consent of the CRESCENT HEIGHTS. Any unauthorized action in violation of this provision shall be void, and shall terminate LICENSEE'S rights pursuant to this Agreement.

10. LIMITATION OF RIGHTS

LICENSEE acknowledges that no property or other right is created other than that specifically defined and limited by this Agreement.

DATED this 13th day of September, 2019.

Armen J. Bunker
Witness

CRESCENT HEIGHTS LLC
By: [Signature]
Kevin Bunker
Its:

Penelope S. Lewis
Witness

MAINEHEALTH dba
MAINE MEDICAL CENTER
By: [Signature]
Eugene Anzana
Chief Financial Officer