

## LICENSE AGREEMENT

**LICENSE AGREEMENT** (“Agreement”) made as of this 7 day of July, 2015, by and between **MERLIN MANAGEMENT COMPANY, LLC**, a Maine limited liability company (together with its successors and assigns, “Merlin”), and **THE JEWISH COMMUNITY ALLIANCE OF SOUTHERN MAINE**, as successor by merger with The Jewish Community Center a/k/a The Jewish Community Center of Portland, a Maine not-for-profit corporation (together with its successors and assigns, the “JCA”).

### RECITALS

**WHEREAS**, Merlin and the JCA separately own two (2) abutting parcels of real property (the “JCA Parcel” and the “Merlin Parcel”, respectively) situated in the City of Portland, County of Cumberland and State of Maine; and

**WHEREAS**, the JCA has requested that Merlin grant to the JCA a non-exclusive parking license with respect to a portion of the Merlin Parcel designated as the “JCA Parking Area” on the plan attached hereto as Exhibit A and made a part hereof by reference, subject to the terms and conditions provided in this Agreement; and

**WHEREAS**, Merlin has not previously entered into any other agreement with the JCA granting parking or other rights with respect to the Merlin Parcel, and the JCA has no parking, access or other rights in, over or across the Merlin Parcel except as set forth in this Agreement; and

**WHEREAS**, the parties desire to enter into this written Agreement pursuant to which Merlin grants to the JCA a parking, access and egress license on and over the Merlin Parcel on the terms and conditions herein contained, which Merlin may irrevocably terminate at any time (without any monetary payment or other consideration whatsoever to be given to the JCA) subject to the terms and conditions herein upon either (i) at least three hundred sixty-five (365) days’ prior written notice, or (ii) such other terms and conditions as shall be mutually agreeable to both parties; and

**WHEREAS**, the parties desire that this Agreement supersede all prior agreements to the extent that such agreements may exist.

**NOW, THEREFORE**, in consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereto agree as follows:

1. **License to the JCA.** Merlin hereby grants to the JCA a non-exclusive license over the JCA Parking Area, in accordance with the terms and conditions set forth herein (the “License”) on weekdays from 5:30 p.m. (except from 6:30 p.m. on Wednesdays) to 6:30

a.m. (the “Scheduled Times”) and at any time on Saturdays, Sundays and legal holidays. The JCA Parking Area consists of thirty-five (35) parking spaces designated as the “JCA Parking Area” on Exhibit A. The JCA Parking Area located on the Merlin Parcel may be used by the JCA, its employees, agents, invitees, and tenants (collectively, the “JCA Permitted Users”), for vehicular and pedestrian access to, egress from and parking in, the parking spaces located in the JCA Parking Area subject to the terms and conditions of this Agreement and any reasonable rules and regulations adopted by Merlin for the Merlin Parcel from time to time.

Merlin shall maintain the JCA Parking Area reasonably free of snow and ice and in reasonably good condition and repair, reasonable wear and tear excepted in accordance with existing practice.

The JCA’s access to and from the JCA Parking Area shall be over, about, and through its own abutting land and/or over the existing entrance/exit to the land of Charter Westgate, LLC, known as Westgate Shopping Center.

Merlin reserves the exclusive right to use the JCA Parking Area free of the JCA Permitted Users on all weekdays from 6:30 a.m. to 5:30 p.m. except 6:30 on Wednesdays (the “Scheduled Times”) and, with the consent of the JCA which shall not be unreasonably withheld, conditioned or delayed, at such other times as Merlin shall reasonably request.

2. **Insurance.** The JCA shall at all times maintain liability insurance in the sum of Two Million Dollars (\$2,000,000.00) combined single limit per occurrence insuring against the actions of the JCA and JCA Permitted Users in connection with the use of the JCA Parking Area and any access rights and parking rights hereunder, naming Merlin as an additional insured. The JCA shall provide proof of such insurance to Merlin on or before the effective date of this Agreement, with the understanding that this Agreement shall not become effective until such date as the JCA building has been fully constructed.
3. **Indemnification.** The JCA shall hold harmless, indemnify and defend Merlin from and against all claims, actions, proceedings and costs (including, but not limited to reasonable attorneys’ fees and cost of suit) relating in any way to personal injury and/or property damage arising out of or resulting from the use of the JCA Parking Area and any access rights and parking rights hereunder by the JCA or any JCA Permitted User.
4. **Payment.** As payment for its rights under the license, the JCA shall pay Merlin Two Hundred and Fifty Dollars (\$250.00) per month, payable in advance.
5. **Island.** With Merlin’s consent, the JCA agrees to construct a small traffic island (the “Island”) on the Merlin Parcel in location and dimensions approved by Merlin in writing but substantially similar to the island depicted on Exhibit A in order to slow traffic, control the flow of traffic, and mitigate risk of traffic accidents or about the JCA Parking Area. All

traffic shall be in two directions on the JCA side of the Island. No JCA traffic shall enter the Merlin Parcel on the Merlin side of the Island for purposes of entering the JCA or Merlin Parcel. All costs and expenses for constructing and removing the Island, and all maintenance and repair associated therewith, shall borne entirely by the JCA. The JCA's obligation to maintain and repair the Island shall continue until the termination of this Agreement by either party. During the term of this Agreement, the JCA agrees to grant a license to Merlin, by separate agreement, for ingress and egress over the twenty-four foot (24') wide paved area abutting the Merlin Parcel and running from Congress Street along the northeasterly boundary of the JCA Parcel (the "Access License").

6. **Termination.** Subject to the provisions of Section 5 above, this Agreement may be terminated by either party (including any successor owner of the Merlin Parcel or the JCA Parcel) at any time and for any or no reason upon either (i) three hundred sixty-five (365) days' advance notice given to the other party (and which notice need not be given on the first (1<sup>st</sup>) day of a calendar month in order to be three hundred sixty-five (365) days later), or (ii) such other terms and conditions as shall be mutually agreeable to both parties. The JCA fully understands and agrees that upon termination of this Agreement, whether by the JCA or Merlin, no moneys shall be payable to the JCA and that if the JCA pays any funds in advance, those funds need not be returned in the event of cancellation. Termination of this Agreement by either party shall irrevocably terminate the JCA's rights to park on the Merlin Parcel and all other rights (if any) of the JCA with respect to the Merlin Parcel, including all rights of ingress and egress over, on and across the Merlin Parcel.
7. **Modifications.** Subject to either party's right to terminate this Agreement unilaterally pursuant to paragraph 6 herein, this Agreement may be amended or modified only by a writing, executed and acknowledged by all parties to the Agreement or their successors or assigns.
8. **Notices.** Any notice or demand required or permitted to be given under this Agreement shall be in writing and sent to the parties at their addresses first set forth above by national overnight delivery service. Notices shall be effective upon receipt, or if delivery is refused, on the date delivery is first attempted.
9. **Severability.** If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

10. **Governing Law.** This Agreement shall be deemed made in the State of Maine and shall be governed by and construed in accordance with the laws of the State of Maine for instruments executed within such State.
11. **Counterparts.** This Agreement may be executed in multiple counterpart copies, each of which shall constitute an original and which, when taken together, shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this document to form one document.
12. **Termination of Prior Agreements.** This Agreement shall supersede all prior agreements.
13. **Recording.** This Agreement shall not be recorded in any Registry of Deeds. In the event that the Agreement is recorded, the License created by the Agreement shall terminate as a result of the recording, the recording party shall immediately provide the other party notice of the recording, and the License in all events shall terminate within thirty (30) days of recording.
14. **Recitals Incorporated.** The foregoing Recitals are hereby incorporated into the covenants of the body of this Agreement.

*[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]*

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

**MERLIN MANAGEMENT COMPANY, LLC**

By:   
Print Name: Mark Lebel Jr  
Its: Sole member

**THE JEWISH COMMUNITY ALLIANCE OF SOUTHERN MAINE**

By: \_\_\_\_\_  
Print Name:  
Its:

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

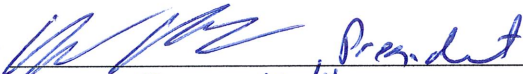
**MERLIN MANAGEMENT COMPANY, LLC**

By: \_\_\_\_\_

Print Name:

Its:

**THE JEWISH COMMUNITY ALLIANCE OF SOUTHERN MAINE**

By:  President

Print Name: Eric Kolban

Its: President

**Exhibit A**

JCA Parking Area

[to identify designated spaces for JCA to park when not being used for Merlin purposes]

[see following page]

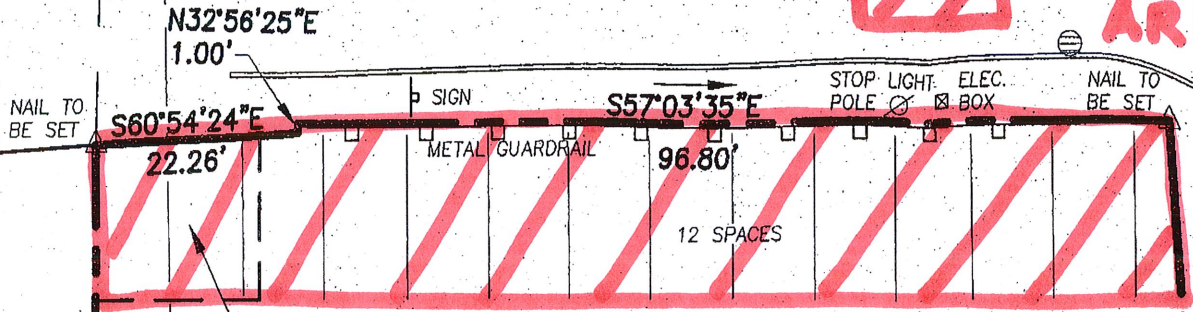




# CONGRESS STREET

PAVED - PUBLIC GENERALLY 66' WIDE

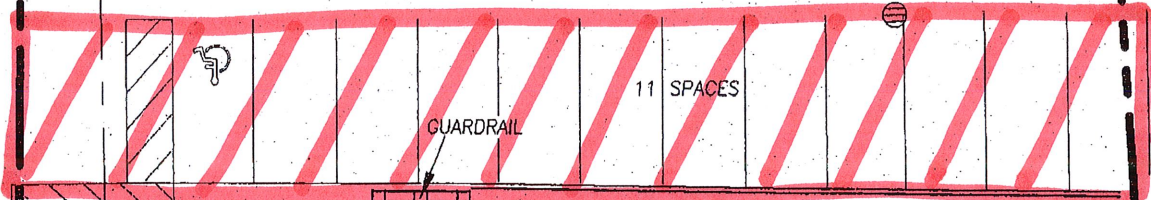
**JCA  
= PARKING  
AREA**



MAINE D.O.T. TAKING  
6110/287  
GRADING & TEMPORARY  
WORK RIGHTS

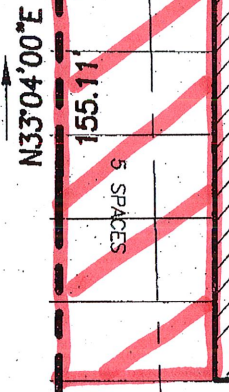
LOT AREA =  
**18,986 S.F.**  
0.436 ACRES

PAVED



ENCLOSED  
ENTRY

PLANTER



2 STORY BRICK

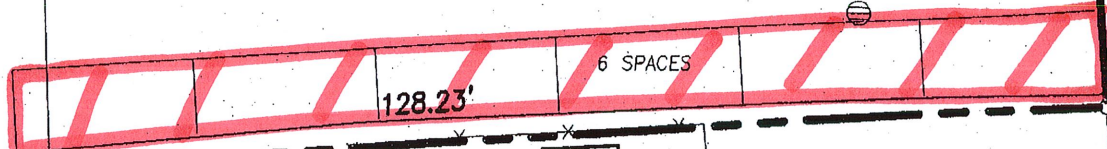
PLANTER  
CONCRETE  
w/ROOF  
OVERHANG

FIRE ESCAPE

150.46'  
S29°38'00"W

CONC. GAS METERS

PAVED



IRON ROD  
TO BE SET

NAIL TO  
BE SET

N60°22'00"W

SHED

IRON  
S/W  
ROD  
TO  
BE  
SET