

PARKING LICENSE AGREEMENT

This Parking License Agreement (“Agreement”) is entered into as of this ____ day of April, 2024, by and between Beth Israel Deaconess Hospital-Milton, Inc. having an address at 199 Reedsdale Road, Milton, MA 02186 and its successors and assigns (the “Hospital”) and Northbridge Communities, LLC, having an address at 71 Third Street, Burlington, MA 01803 (“Northbridge”). The Hospital and Northbridge may be hereinafter referred to as the “Parties”.

RECITALS

Whereas, the Hospital owns a certain parcel of land known and numbered as 107-111 Highland Street, Milton (the “Memory Care Site”), which parcel contains approximately 10.5 acres, and which is the subject of a purchase and sale agreement between the Parties (the “P&S”);

Whereas, pursuant to said P&S, Northbridge is pursuing a special permit from the Town of Milton Planning Board to develop and operate a memory care facility (the “Facility”) on the Memory Care Site (the “Special Permit”);

Whereas, the Hospital also owns and operates a Medical Office Building on its main campus at 199 Reedsdale Road (the “MOB Site”) and has a parking lot in the southwesterly corner of that property that is proximate to and across Highland Street from the northeasterly corner of the Memory Care Site;

Whereas, Northbridge requires the use of up to 30 parking on holidays and weekends for residents’ families and other visitors of the Facility;

Whereas, the Medical Office Building is currently only open during regular business hours on weekdays and its parking area is vacant on weekends and holidays and can be available to the Facility to meet its need for parking spaces on holidays and weekends and to satisfy the conditions of the Special Permit.

Now Wherefore, for Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Hospital hereby grants to Northbridge a perpetual license for the use of up to 30 parking spaces in the portion of the MOB Site parking lot that is closest to the Memory Care Site (the “Parking Spaces”) for residents’ families and other visitors of the Facility on weekends and holidays only. (The parking area is shown on Exhibit A attached.)
2. Northbridge shall install an adequate connection from the Parking Spaces to the sidewalk on Highland Street, and shall maintain the same and the sidewalk in a safe condition, at its sole cost.
3. At all times in which Northbridge and its invitees may use the Parking Spaces, Northbridge shall maintain insurance of the type and at limits as may be reasonably

required by the Hospital. Northbridge shall deliver to the Hospital certificates of such insurance, which shall name the Hospital as an additional named insured.

4. In the event that the Medical Office Building commences being open for business on weekends and holidays, Hospital shall have the right to reduce the number of Parking Spaces using commercially reasonable means to meet the needs of Hospital and shall cooperate with Northbridge in relocating the reduced Parking Spaces elsewhere on the Hospital campus. Hospital shall provide Northbridge with six (6) months notice prior to reducing the number of Parking Spaces.
5. Hospital shall have the right to reasonably relocate the Parking Spaces on a temporary or permanent basis due to making repairs or changing the layout of the Hospital campus, provided that such relocation shall not be unreasonably burdensome to the Facility.
6. Northbridge shall comply with all rules and regulations imposed from time to time by the Hospital regarding the Parking Spaces and general Hospital campus rules.
7. To the fullest extent permitted by law, Hospital shall have no responsibility for securing the Parking Spaces and access walks and ways leading thereto, nor shall Hospital be liable for any theft, injury or damage occurring therein.
8. Northbridge, and its invitees, shall only use the Parking Spaces for overflow parking of private, registered and operable passenger motor vehicles for residents' families and other visitors on nights and weekends. In no event shall the Parking Spaces be used for long term or overnight parking.
9. Northbridge may not transfer its interest under this License without the prior written approval of Hospital except Northbridge may assign its rights and obligations under this Agreement without Hospital's consent to any entity in which Northbridge or any principals thereof will have a direct or indirect ownership interest and management control or to any entity certified or licensed by applicable governmental authorities to own or operate the Facility.
10. Northbridge may not sublicense any of the Parking Spaces.
11. Further, Hospital agrees that, if requested by Northbridge's lender, Hospital will enter into additional commercially reasonable agreements to confirm the lender's rights relating thereto, including any collateral assignment in favor of such lender or any rights to receive copies of default notices and the opportunity to cure on behalf of Northbridge.
12. To the fullest extent permitted by law, Hospital shall not be liable or responsible to Northbridge for any loss, injury or damage arising out of Northbridge's use of the Parking Spaces and access, and (b) Northbridge shall indemnify and hold Hospital harmless from all loss, claims or damages of any nature arising out of Northbridge's use of the Parking Spaces and access thereto. The term Northbridge as used in this Section 10 shall be deemed to include any and all employees, agents, or invitees of Northbridge.

13. This Agreement shall become effective upon the opening of the Facility for business.
14. This License may be terminated at any time by Northbridge upon provision of 30 days written notice. This Agreement may only be terminated by the Hospital for the following reasons:
 - a. Breach of this Agreement; provided, that Northbridge shall be entitled to 30 days written notice of such intent to terminate and shall thereafter have a reasonable period of time to cure such breach.
 - b. In the event the P&S is not finalized or the construction of the Facility is not completed.
 - c. Northbridge sells its interest in the Facility or the Memory Care Site for purposes not associated with the operation of a memory care facility.
15. From time to time and upon the written request of either Party, the other Party shall deliver within 20 days an estoppel certificate in a commercially reasonable form indicating the following: (a) that this License is unmodified and in full force and effect (or, if there have been modifications, that this License is in full force and effect, as modified, and stating the date and nature of each modification); (b) confirming that all rent, occupancy and other charges on the part of such other Party have been fully paid; (c) that no default by the requesting party, to the best of certifying party's knowledge, or by the certifying party exists which has not been cured, except as to defaults stated in such certificate; and (d) such other matters as may be reasonable requested by either Party or any lender, investor, purchaser or transferee of either Party. Any such certificate may be relied upon by the Parties and any prospective or present lender, investor, purchaser or transferee.
16. Except as provided in this Agreement, this License shall be binding upon and inure to the benefit of the Parties, and their respective heirs, personal representatives, successors and assigns.
17. This License constitutes the entire agreement between Hospital and Northbridge, and it shall not be amended, altered, or changed except by a written agreement executed by the Parties. In the event any one or more of the provisions contained in this License shall for any reason be held to be invalid, illegal or unenforceable, in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Lease shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
18. The Parties agree to cooperate to effectuate the intent of this Agreement.
19. This License shall be interpreted and construed under the laws of the Commonwealth of Massachusetts.

In Witness Whereof, the Parties have executed this Agreement as of the day and date first written above.

Beth Israel Deaconess Hospital-Milton, Inc.

Northbridge Communities, LLC

By: _____
Richard Fernandez
Its President and CEO

By: _____
James Coughlin
Its President and CEO

EXHIBIT A

Aerial Image of Parking Spaces

