

Revocable License Agreement

This temporary revocable license agreement (this “License Agreement”) is made as of March 10, 2023 by and Harvard Real Estate – Allston, Inc. (“Licensor” or “Harvard”) and TBD Brewery, LLC. (“Licensee”). Under this License Agreement, Licensor hereby licenses to Licensee the right to occupy the space (“Space”) identified below on the terms and conditions herein.

Space to be used: Interior spaces of Bldg. A and Bldg. B, Parking Lot, and Side Yard at 267 Western Avenue, Allston (the “Site”), shown on the site plan attached hereto as Exhibit A (the “Site Plan”).

Licensee’s Business Name: TBD Brewery, LLC

Permitted Uses: Hosting and managing a neighborhood arts, music, food truck, and beer garden event on Thursday, Friday, and Saturdays from May 18 to September 16, 2023 with hours, uses, and operations to conform to local public health guidance and local permitting and licensing regulations.

The Permitted Uses involves the sale of food and non-alcoholic beverages from food trucks and vendors located on the premises, and the sale of beer, alcoholic cider, and alcoholic seltzer beverages by Aeronaut Brewery. Permitted Uses also include lawn games to be set up in the Parking Lot portion of the Site.

The Side Yard, portions of Bldg. A, and portions of the Parking Lot will be permitted to be open to the public during the event for the full length of the License Term. Use of Bldg. B will not be permitted to be open to the public.

License Term: May 18 to September 16, 2023

Hours and Day(s) of Use: Licensee has a license to occupy and use the Site for, and only for, the Permitted Uses during the days detailed in the Permitted Uses section. Licensee has a license to be on the Site starting at 12 noon and no later than 12 midnight on each Thursday and Friday, and starting at 10 a.m. and no later than 12 midnight on each Saturday of the License Term to perform any necessary work related to setting up, breaking down, cleaning the Site, and packing up any equipment related to the event operations.

Regular public operating hours for the Permitted Uses on each day detailed in the Permitted Uses are as follows:

Thursdays: 5 p.m. to 10 p.m.

Fridays: 5 p.m. to 10:30 p.m.

Saturdays: 5pm. To 10:30 p.m.

Additionally, Licensee may choose to use the Site for the Permitted Uses on Saturdays between noon and 5p.m. During these times the Permitted Uses in the Site must be open to the public. Licensee must request and receive permission from the Licensor or the Licensor’s Representative to operate during these non-regular hours.

Licensee's license also allows Licensee to host the public at the Site for live music and entertainment performances during the days and times listed in Hours and Day(s) of Uses section to the extent allowed by local public health, permitting and licensing guidelines. Additionally, Licensee's license allows Licensee to use and access Bldg. B for storage of materials and equipment necessary for the production and management of the Permitted Uses for the full duration of the License Term.

Facilities Fee: There shall be no facilities fee.

Licensor's Representative: Gustavo Quiroga (or such other person as may be designated from time to time by Licensor)

Gustavo Quiroga
Graffito SP, DBA City Retail LLC
144 Lincoln Street, Suite 1A
Boston, MA 02111
Mobile No.: 617 515 8895
Email: Gustavo@Graffito.com

Licensee's Representative:

Ronn Friedlander
TBD Brewing, LLC (a/k/a Aeronaut Brewing Co.)
14 Tyler Street
Somerville, MA 02143
Phone: (617) 987-4236 X: 704
Mobile: (347) 756-1288
Email Address: ronnf@aeronaut.net

All communication from Licensee to Licensor, including copies of the signed License Agreement and insurance documentation shall be emailed to Licensor's Representative at his email address above, with a courtesy copy to Rebecca Galeota at rebecca_galeota@harvard.edu. However, all signed originals of this License Agreement and all original insurance documentation should be sent Rebecca Galeota at the address below and cc'd to Licensor's Representative.

Rebecca Galeota, Harvard Real Estate
Harvard University Smith Campus Center, Suite 941
1350 Massachusetts Avenue
Cambridge, MA 02138
Phone: 617 496 0918
Mobile: 617 970 3122
Email: rebecca_galeota@harvard.edu

1) Licensee Representations. Licensee certifies that it (rather than any other organization, including organizations with which it is affiliated) will be the actual and primary user of the Space. Licensee further certifies that Licensee will use the Space only for the Permitted Uses described above.

2) Limited Time. The Space will be available to Licensee only during the Hours and on the Day(s) (“Time of Use”) specified above and consistent with the approved safety plan and public health regulations, and Licensee agrees that at Licensee’s sole cost and expense Licensee shall ensure that the Space shall not be occupied or used by Licensee before or after each of the Time of Use. Time is of the essence of this License Agreement.

Licensors reserves the right to revoke this License for convenience at any time, upon fourteen (14) days’ notice to Licensee.

3) Payment. [Deleted.].

4) Compliance with Law. Licensee shall be solely responsible for all permits, licenses, approvals, taxes, and other governmental requirements associated with the conduct of its business and use

of the Space for the Permitted Uses. Licensee shall submit copies of all permits required to Harvard's Representative not later than twenty-four (24) hours prior to the commencement of the first Time of Use.

5) Facilities/Utilities. Licensee will have access to two rest rooms located inside 267 Western Ave, Bldg. A. No lighting or other special equipment may be installed or used without the prior written consent of Harvard's Representative in Harvard's sole discretion. Licensee shall not undertake or permit any sound or video recording or photography in the Space without the prior written consent of Harvard's Representative in Harvard's sole discretion.

6) Clean-up. Upon the expiration of each Time of Use, Licensee agrees to deliver the Space to Harvard neat, clean, and free of personal property, trash, and debris. Licensee agrees to bear all costs of cleaning, repairing, and restoring the Space to its previous condition, reasonable wear and use excepted. If Licensee leaves any personal property in the Space beyond any of the designated Time of Use, Harvard may remove such property and, if appropriate under the circumstances, discard such property. Harvard shall not be liable for any loss or damage to such property and such removal shall be considered the act of Licensee; provided, however, that on such removal, Harvard shall, to the extent practicable under the circumstances, exercise due care in the handling of such property.

7) Licensee's Liability. Licensee is and hereby agrees to be fully responsible and liable for any and all injuries (and death) suffered by persons and for any and all damage to Harvard's property and any theft or loss of Harvard's furnishings and equipment, resulting from or occurring during Licensee's use of the Space, and not caused by Harvard or so-called "acts of God." Licensee shall indemnify and hold harmless Harvard and its officers, agents, employees, and members of its governing boards from and against any and all liability, action, claim, demand, loss, expense, or damage (including reasonable attorneys' fees) caused by or arising out of any act, omission, publication or representation of Licensee, its officers, directors, agents, invitees, contractors or employees in connection with this License Agreement.

8) Use of Harvard Name. Licensee shall not represent or imply in any way that Harvard is sponsoring Licensee or its activities in the Space; and no reference to Harvard, Harvard College, Harvard University or any affiliates of Harvard may be used in promotional or other literature used or distributed by Licensee, other than references to the location of the event. Licensee shall not involve or refer to any Harvard staff or Harvard telephone numbers in any publicity, ticket information, or any printed program, without the permission of Harvard's Representative in Harvard's sole discretion. Specimen copies of all promotional material relating to Licensee's use of the Space shall be provided to Harvard's Representative prior to distribution.

9) Not a Lease. This is not a lease, and no interest in real estate is conveyed hereby.

10) Assignment or Sublicensing. Licensee shall neither assign nor sublicense the Space and shall not permit anyone else to use and occupy the Space.

11) Rules and Policies. Licensee and Licensee's use of the Space shall be subject to any policies, rules and regulations that Harvard may promulgate from time to time, including those stated in any publication promulgated by Harvard. Licensee's use of the Space is non-exclusive as to Harvard, which retains the right freely to enter the Space at any time for any purpose.

12) Binding Effect. The terms and conditions of this License shall be binding on Licensee, on Licensee's officers, directors, members, agents, employees, invitees, and on those claiming by, through, or under Licensee, and Licensee agrees not to permit any such persons to violate any term or provision of this License Agreement. Licensee agrees to comply, at its cost and expense, with all federal, state, and other governmental laws and regulations in connection with this License Agreement and the Licensee's use of the Space.

13) Insurance. Licensee shall maintain in full force a fully paid policy of public liability and property damage insurance covering the Space and the Time of Use, naming President and Fellows of Harvard College and Harvard Real Estate – Allston, Inc. as additional insureds, with minimum limits of liability of \$1,000,000 per occurrence for injury or death and \$1,000,000 per occurrence for property damage, and \$2 Million in the aggregate, with companies licensed to do business in Massachusetts and rated A-VIII or better by A.M. Best and Company. A duplicate original or certificate for each such policy shall be delivered to Harvard's Representative prior to the first Time of Use and shall be in form and substance satisfactory to Licensors in its reasonable judgment.

EXECUTED under SEAL in duplicate as of the date first above written.

TBD BREWERY, LLC

By:

HARVARD REAL ESTATE –
ALLSTON, INC.

BY:

Name: Ronn Friedlander
Hereunto duly authorized

Name: Rebecca Galeota
Hereunto duly authorized

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