EXTENSION AGREEMENT MEMORANDUM OF AGREEMENT AND LICENSE FOR THE USE OF COLLEGE PROPERTY

This Extension of Memorandum of Agreement and License ("Agreement"), dated 3th of October 2024 for the original License dated 26th day of April 2022, is by and between Cape Cod Community College ("College"), located at 2240 Iyannough Road, West Barnstable, MA 02668-1599, and Academy for Lifelong Learning of Cape Cod, Inc., a Massachusetts educational and charitable corporation. ("Academy"), having an address at 2240 Iyannough Road, West Barnstable, MA 02668-1599.

Agreement

The College and the Academy agree all terms and conditions remain unchanged except as detailed below:

1. License

The College hereby agrees that the Academy may use certain buildings and/or property located on its premises subject to and in accordance with the terms of this Agreement and the license granted herein. This License is granted at the pleasure and discretion of the College and is revocable upon written notice from either party to the other as provided in this Agreement.

This License shall commence on August 1, 2022, and expire on July 31, 2024 ("License Term"). The Parties, upon written mutual agreement and not less than 180 days prior to the then scheduled expiration of the License Term, may extend the License Term for one additional two-year term (August 1, 2024, to July 31, 2026). All terms and conditions of the license granted herein shall apply to any extensions thereof.

Both parties agree to extend the License Term for an additional two years (August 1, 2024, to July 31, 2026)

5. License Fee

Academy shall pay the College a License Fee for use of the Licensed Premises according to the following schedule: Last Payment March 1, 2024, of \$6,141

Extension: October 1, 2024: \$6,387

March 1, 2025: \$6,387 October 1, 2025: \$6,642 March 1, 2026: \$6,642 Extension of Memorandum of Agreement and License for the Use of College Property Cape Cod Community College and the Academy for Life Long Learning Page 2

The license fee shall be increased by 4% annually for any extension of the License Term pursuant to section 1 hereof with the annual license fee payable in two equal installments on October 1 and March 1.

16. **COVID Compliance (Updated Language)**

The Academy agrees and will adhere to all Covid protocols instituted by the College if they become necessary again for the safety of the College community.

17. College Renovation Projects (Updated Language)

The College is currently engaged in various Construction Projects that will have various impacts currently known and unforeseen to the use of the Licensed Space. The Energy Project will be making renovations to electrical spaces adjacent to the licensed area. Every attempt will be made to have this work be done outside of the times when the Academy's classes are in session, otherwise alternative classroom and office space for the Academy will be provided. The College will attempt to coordinate and communicate the timing of these and other projects that may surface during the License term.

19. Authority to Enter into Extension of License Agreement

The College and the Academy each represent and warranty that they each are duly authorized to enter into this Agreement, and that the person or persons executing this Agreement has or have full authority to do so and to fully bind their respective Parties.

President Academy for history heaving 10/3/2024

Academy Representative, Title

President Academy for history heaving 10/3/2024

Date Date Date