

LEASE

This instrument is an Indenture of Lease between Essex North Shore Agricultural & Technical School District (the "Landlord"), and the Peas In a Pod, Inc (the "Tenant").

The parties to this instrument hereby agree with each other as follows:

ARTICLE 1

SUMMARY OF BASIC LEASE PROVISIONS

1.1 BASIC DATA

Date:	April 30, 2019
Landlord:	Essex North Shore Agricultural & Technical School District
Present Mailing Address of Landlord:	562 Maple Street Hathorne, Massachusetts 01937
Tenant:	Peas In a Pod, Inc.
Present Mailing Address of Tenant:	501 Main Street Saugus, MA 01906
"Premises":	Gallant Hall - Existing free-standing building (the "Building") on the Essex North Shore Agricultural & Technical School District campus located at 562 Maple Street, Hathorne (Danvers), Massachusetts. The available space in the facility is approximately 7,024 square feet including room #'s 107, 108, 112, 113, 121, 145, 114, 115, 117, 118, 119, 120, 136 and 146. There is also a court yard with approximately 2000 square feet. This building including the court yard will be referred to herein as the "Premises."
Lease Term:	1 Year, with option to renew up to 3 years
Base Rent:	<u>\$84,480</u> per annum (payable in equal monthly installments of <u>\$7,040</u>)
Scheduled Commencement Date: Commencement Date:	September 1, 2019 As determined in Section 3.1.
Permitted Use:	Childcare Center and lawful accessory uses thereto
Parking:	Spaces available behind Smith Hall for 12 cars

Security Deposit: Two (2) months' rent (Received from prior lease – mvz)

1.2 ENUMERATION OF EXHIBITS

Exhibit A: Description of Premises.

ARTICLE 2

PREMISES

2.1 DEMISE AND LOCATION OF PREMISES

The Landlord hereby leases to the Tenant, and the Tenant hereby accepts from the Landlord, the premises (the "Premises") described in Section 1.1.

ARTICLE 3

TERM OF LEASE

3.1 COMMENCEMENT DATE

The term (the "Term" or "Lease Term") of this Lease shall be for the period specified in Section 1.1 as the Lease Term. The Term of this Lease shall commence on the Commencement Date, which shall be September 1, 2019.

A Lease Year shall be the twelve (12) month period beginning on the Commencement Date, and each successive twelve (12) month period during the Term. In the event that Landlord permits Tenant access to the Premises prior to the Commencement Date, Tenant shall perform all duties and obligations imposed by this Lease including, without limitation, those provisions relating to insurance and indemnification, saving and accepting the obligation to pay Rent which obligation shall commence when the Term commences.

3.2 LANDLORD'S CANCELLATION OPTION

It is the Landlord's intent that this Lease remain in effect for one (1) year. However, if events beyond the Landlord's control constitute or create an unforeseen catastrophic emergency, the parties agree that Landlord shall have the option, in its sole discretion, to terminate this Lease upon not less than six (6) months prior written notice to Tenant, such termination to be effective and such option to be exercised as hereinafter provided. To exercise such option, Landlord shall give written notice to Tenant of the Landlord's election of such option to terminate, which notice shall specify the effective date of such termination; in no event, however, shall such termination date be sooner than six (6) months after the date of such notice. If Landlord gives such notice, the rights and obligations of the parties shall cease as of the termination date specified in such notice as if such date were the date originally established as the expiration date hereof and rent shall be adjusted as of such termination date.

Should Section 3.2 be exercised, the Landlord will not be responsible for any out-of-pocket costs incurred in connection with the Tenant's relocation, or any other costs, expenses, damages or other harm resulting therefrom, any claim to which is hereby waived by the Tenant.

ARTICLE 4

RENT AND OTHER CHARGES

4.1 RENT

Base Rent and Additional Rent (as such terms are defined in this Lease) shall be payable by the Tenant to the Landlord each month on or before the first day of each calendar month (the "Rent Due Date") during the Term without prior demand therefor and without any offset or deduction. Payments of Base Rent and Additional Rent shall be made to Landlord, at Landlord's mailing address or at such other place and in such manner as Landlord shall from time to time designate by written notice to Tenant. Base Rent and Additional Rent for any partial calendar month shall be paid on a pro rata basis.

4.2 TENANT TO PAY REAL ESTATE TAXES

Tenant agrees that Tenant shall be responsible for and shall make payment to Landlord, or if requested by Landlord directly to the taxing authority, of all real estate taxes and taxes in the nature of real estate taxes, including assessments for local improvements, and other governmental charges which may be lawfully charged, assessed or imposed (the "Taxes") upon the whole or any part of the Premises during the Term as a result of Tenant's occupancy thereof.

Tenant may, at its own expense, seek the full or partial abatement of Taxes on the Premises for so long as the Tenant occupies any part of the Premises, provided that the Tenant first pays all Taxes when due.

ARTICLE 5

USE OF THE PREMISES

5.1 PERMITTED USES

The Tenant shall use the Premises only for the Permitted Use set forth in Section 1.1 in compliance with applicable federal, state, and local laws with respect to licensing and regulation of a childcare center, and for no other purpose whatsoever. In addition, Landlord agrees that Tenant shall not be allowed to keep pets on the Premises, except for the temporary presence of caged animals such as hamsters, fish and the like which may be used for instructional purposes without obtaining the Landlord's prior written consent, and except as may be otherwise expressly approved by Landlord in writing in advance. Notwithstanding anything to the contrary contained herein, Tenant agrees that, in bringing or keeping any such pets/animals on the Premises, Tenant shall (i) at all times comply with all applicable state and local laws, bylaws, rules or regulations; (ii) use diligent efforts to prevent any damage to the Premises and immediately repair any damage to the Premises resulting from the presence of such pets/animals, in accordance with the requirements of Section 7.1 hereof; and (iii) indemnify and hold harmless the Landlord from all claims, expenses or damages of whatever nature arising, directly or indirectly, out of the presence of such pets/animals on the Premises. Tenant agrees upon Landlord's request to remove any pets/animals which in Landlord's judgment cause a nuisance or undue disruption at the Premises.

The Tenant will not make nor suffer any unlawful, improper, noisy or otherwise offensive use of the Premises, and will not permit any public or private nuisance thereon. The Tenant shall not commit, or suffer to be committed, any waste upon the Premises. The Tenant shall, at its expense, comply with all state and local laws, ordinances, bylaws, rules and regulations now or hereafter in force relating to the Tenant's use, occupancy and maintenance of the Premises. The Tenant, at its expense, shall comply with all rules, orders, regulations and requirements of any Board of Fire Underwriters, or any other body hereafter constituted exercising similar functions and governing insurance rating bureaus; and shall not do or permit anything to be done in or upon the Premises, or bring or keep anything therein, except as now or hereafter permitted by any governmental authority, Board of Fire Underwriters or any other similar body having jurisdiction, or insurance rating bureau; and shall keep the Premises equipped at Tenant's expense, with all safety appliances or equipment required by any governmental authority, Board of Fire Underwriters or other similar body or governing insurance rating bureau by reason of the Tenant's particular use of the Premises or the location of trade fixtures or other contents of the Premises; and shall

procure all licenses and permits required because of such use, it being understood that the foregoing provisions shall not be construed to broaden in any way the Permitted Use of the Premises. The Tenant shall not make any use of the Premises which results in the denial or cancelation of any policy of property insurance, or any increase in the premiums charged to the Landlord therefor.

5.2 ALTERATIONS/SIGNAGE

The Tenant shall not make alterations or additions (including signage) in or to the Premises without first obtaining on each occasion the written consent of the Landlord. All such approved alterations, improvements, or additions to the Premises shall be performed in a good and workmanlike manner employing materials of good quality and in compliance with laws, rules, orders and regulations of governmental authorities having jurisdiction thereof. All alterations, additions and improvements made by the Tenant to the Premises shall remain therein and, at termination of the Lease, shall be surrendered as a part thereof, except for fixtures and equipment installed at the Tenant's cost (including signage), which fixtures and equipment may be removed by the Tenant but shall be removed by the Tenant if Landlord so requests. The Tenant shall, at Tenant's own expense, promptly repair all damage to the Premises or the Building resulting from any such removal.

Without limiting the generality of the foregoing, the parties acknowledge that the Premises lack ventilation and air conditioning units, and that the Tenant may, at its sole expense, install such units provided that they do not, in the reasonable opinion of the Landlord, interfere with the plumbing or electrical systems of the Building. The Tenant shall control the operation of any such systems from within the Premises in such a way as to provide reasonable comfort without creating an excessive drain on electricity.

ARTICLE 6

ASSIGNMENT AND SUBLETTING

6.1 PERMITTED ASSIGNMENT

The Tenant may not assign, sublet or otherwise transfer this Lease or any interest herein, either direct or indirect, or permit any other person to use or occupy the Premises or any portion thereof, without the prior written consent of the Landlord, which the Landlord expressly reserves the right to withhold. Notwithstanding the preceding sentence, the Tenant shall have the right, without the consent of the Landlord, to hire a licensed or accredited childcare center operator to supervise, use, operate, and manage the Premises as a childcare center.

ARTICLE 7

RESPONSIBILITY FOR REPAIRS, MAINTENANCE

7.1 TENANT'S MAINTENANCE AND REPAIRS

The Tenant acknowledges that it is accepting the Premises "AS-IS, WHERE-IS," without any representations or warranties by the Landlord except such as are expressly set forth herein. Subject to applicable law, from and after the Commencement Date and until the end of the Lease Term, the Tenant shall keep and maintain the Premises in good order, condition and repair as the same are at the Commencement Date (or in the case of improvements after the Commencement Date, as of the date of such improvements) reasonable wear and tear and damage by fire or other unavoidable casualty only excepted; and the District shall keep in good order, condition and repair the plumbing, electrical, lighting, heating, ventilating equipment (*excluding* any air conditioning equipment installed by the Tenant), and

other mechanical equipment of the Premises and all utility lines, wires, pipes, ducts and conduits serving the Premises; and the Tenant shall surrender the Premises at the end of the Lease Term in such condition. All personal property in any part of the Premises shall be at the sole risk of the Tenant.

The Tenant shall maintain the Premises in a clean condition. Landlord shall provide rubbish removal a minimum of once per week. The toilets and pipes shall not be used for any purpose other than those for which they were constructed.

7.2 LANDLORD'S MAINTENANCE

Except as otherwise provided in this Lease, Landlord shall keep in good order, condition and repair the roof, exterior walls, floor slabs, the Building systems and structure of the Building (including plumbing, mechanical and electrical systems), all insofar as they affect the Premises, except that Landlord shall in no event be responsible to Tenant for the condition of glass in and about the Premises or for the doors in the Premises, or for any condition in the Premises or the Building caused by any act or neglect of Tenant, its invitees or contractors (in which case Tenant shall promptly effect such repairs or, at Landlord's option, Landlord may effect such repairs and charge the entire cost thereof to Tenant as Additional Rent provided, however, that if, after Tenant pays the cost of such repair, Landlord receives from its insurance carrier proceeds with respect to the cost of such repairs, Landlord shall reimburse Tenant for the cost of such repairs up to the amount actually received by Landlord with respect to the same). Landlord shall not be responsible to make any improvements or repairs to the Building other than as expressly in this Section 7.2 provided, unless expressly provided otherwise in this Lease.

Landlord shall never be liable for any failure to make repairs which, under the provisions of this Section 7.2 or elsewhere in this Lease, Landlord has undertaken to make unless Tenant has given notice to Landlord of the need to make such repairs, and Landlord has failed to commence to make such repairs within a reasonable time after receipt of such notice, or fails to proceed with reasonable diligence to complete such repairs.

The Landlord shall be responsible for the sanding and plowing of the paved areas included within the Premises and other areas of the Campus necessary for the Tenant's use and enjoyment of the Premises.

ARTICLE 8

UTILITIES

8.1 UTILITIES

Landlord shall furnish electricity, gas, water and sewer service to the Premises without separate charge.

ARTICLE 9

INSURANCE AND INDEMNITY

9.1 TENANT'S INSURANCE

The Tenant agrees, at its sole expense, to procure and maintain in full force from the date upon which the Tenant first enters the Premises all insurance required by statute, including but not limited to Worker's Compensation, general liability, abuse and molestation and property insurance.

The Tenant agrees, at its sole expense, to procure, maintain in full force from the date upon which the Tenant first enters the Premises for any reason, throughout the Lease Term, and thereafter so long as the Tenant is in occupancy of any part of the Premises, and pay for, at its sole expense, a policy of commercial general liability insurance, written on an occurrence basis and including broad form

contractual liability coverage insuring against all claims for injury to or death of persons or damage to property on or about the Premises or arising out of the use of the Premises, and under which the Landlord and Division of Capital Asset Management and Maintenance (DCAMM) are named as an additional insured with an endorsement that Tenant's coverage is primary and Tenant's insurer will not seek contribution from the Landlord's insurance carrier. The minimum combined single limit of liability of such insurance shall be two million dollars (\$2,000,000) per occurrence.

Such insurance coverage shall be effected upon terms reasonably available with insurers authorized to do business in Massachusetts and under valid and enforceable policies which shall be non-amendable and non-cancelable without ten days' prior written notice to the Landlord. Prior to entering the Premises, and thereafter upon the request of the Landlord from time to time, a duplicate original policy or certificate of such policy shall be delivered to the Landlord.

Tenant shall also maintain in full force and effect from the date upon which Tenant first enters the Premises, and thereafter so long as Tenant is in occupancy, property insurance covering the Tenant's furnishings, fixtures, equipment or other personal property of the Tenant.

9.2 LANDLORD'S INSURANCE

The Landlord shall procure, keep in force, and pay for, at its sole expense, (i) an All Risk policy of insurance upon the Building and its fixtures and other equipment, including fire and extended coverage, in an amount of one million, six hundred thousand dollars (\$1,600,000), and (ii) commercial general liability insurance in such amounts as would normally be maintained by a reasonably prudent landlord for similar property in the suburban Boston area.

9.3 NON-SUBROGATION

Any insurance carried by either party with respect to the Property or property therein or occurrences thereon shall include a clause or endorsement denying to the insurer rights of subrogation against the other party to the extent rights have been waived by the insured before occurrence of injury or loss. Each party, notwithstanding any provisions of this Lease to the contrary, hereby waives any rights of recovery against the other for injury or loss due to hazards covered by such insurance to the extent of the indemnification received thereunder.

9.4 TENANT'S INDEMNITY

Except to the extent caused by any act, fault, omission, misconduct or negligence of Landlord or Landlord's agents or employees, Tenant agrees to indemnify and save harmless the Landlord from and against all claims, expenses, or liability of whatever nature, including reasonable attorneys' fees and costs, subject to applicable municipal law, (a) arising from any act, omission, or negligence of Tenant, Tenant's subtenants, contractors, licensees, agents, servants, employees, or customers in connection with the use or occupancy by Tenant or subtenants, or (b) arising directly or indirectly from any occurrence, accident, injury, or damage, however caused, to any person or property on or about the Premises during the Term or at any time Tenant is in occupancy of or permitted to be present at the Premises. In no event, however, shall the Tenant be obligated hereunder to indemnify the Landlord where such claim, expense, or liability arose solely from the negligence or fault of the Landlord.

The foregoing indemnity and hold harmless agreement shall include but not be limited to indemnity against all costs, expenses, and liabilities incurred in connection with any such claim or proceeding brought thereon, and the defense thereof with counsel acceptable to Landlord or counsel selected by an insurance company that has accepted liability for any such claim.

ARTICLE 10

LANDLORD'S ACCESS TO PREMISES

10.1 LANDLORD'S RIGHT OF ACCESS

The Landlord shall have the right to enter the Premises upon reasonable prior notice to the Tenant, and in the event of an emergency without notice, to inspect the same or for the purpose of making repairs to the same, and the Landlord shall also have the right to make access available during normal business hours in the presence of Tenant provided that Tenant is reasonably available therefor, upon prior notice to the Tenant, to prospective or existing tenants or purchasers of the Premises. In exercising any of the foregoing rights of access, the Landlord shall use reasonable efforts to minimize any interference with child care operations at the Premises.

ARTICLE 11

CASUALTY

11.1 DEFINITION OF "SUBSTANTIAL DAMAGE" AND "PARTIAL DAMAGE"

The term "substantial damage" as used herein, shall refer to damage which is of such a character that the same cannot, in the Landlord's reasonable opinion, be reasonably expected to be repaired within sixty (60) days from the occurrence of such damage. Any damage which is not "substantial damage" is "partial damage."

11.2 PARTIAL DAMAGE TO THE BUILDING

If during the Lease Term there shall be partial damage to the Building by fire or other casualty, the Landlord shall proceed to restore the Building to substantially the condition in which it was immediately prior to the occurrence of such damage and shall pursue such restoration with reasonable diligence, to the extent insurance proceeds are available therefor.

11.3 SUBSTANTIAL DAMAGE TO THE BUILDING

If during the Lease Term there shall be substantial damage to the Building by fire or other casualty and if such damage shall unreasonably interfere with the Tenant's use of the Premises as contemplated by this Lease, the Landlord shall with reasonable diligence proceed to restore, or cause to be restored, the Building to substantially the same condition in which it was immediately prior to the occurrence of such damage, to the extent insurance proceeds are available therefor, unless Landlord or Tenant, within thirty (30) days after the occurrence of such damage, shall give notice to the other of its election to terminate this Lease. If Landlord or Tenant shall give such notice, then this Lease shall terminate as of the date of such notice with the same force and effect as if such date were the date originally established as the expiration date hereof.

11.4 ABATEMENT OF RENT

If during the Lease Term the Building or the Premises shall be damaged by fire or other casualty and if such damage shall interfere with the Tenant's use of the Premises as contemplated by this Lease, the Rent and all other charges payable hereunder, or a fair and just proportion thereof, according to the nature and extent of such loss of use, shall be suspended or abated until the Building or the Premises, as the case may be, are restored as provided in this Article 11.

ARTICLE 12

EMINENT DOMAIN

12.1 RIGHTS OF TERMINATION FOR TAKING

If the Premises or a portion thereof shall be taken by condemnation or right of eminent domain (including a temporary taking in excess of sixty (60) days) and if such taking shall be such as in the ordinary course would interfere with the Tenant's use of the Premises for the purposes leased hereunder, then the Landlord and the Tenant shall have the right to terminate this Lease by notice to the other of its desire to do so, provided that such notice is given not later than thirty (30) days after the effective date of such taking.

Should any part of the Premises or any portion thereof be so taken and should this Lease be not terminated in accordance with the foregoing provisions, the Landlord shall with all reasonable diligence, restore the Building to an architectural unit that is reasonably suitable to the uses of the Tenant and to the extent of proceeds available therefor.

12.2 ABATEMENT OF RENT

In the event of a taking described in Section 12.1, the Rent and all other charges payable hereunder, or a fair and just proportion thereof according to the nature and extent of the Tenant's loss of use shall be suspended or abated until the Premises are restored as provided in this Article 12.

12.3 AWARD

The Tenant hereby assigns to the Landlord any and all claims and demands for damages on account of any such taking or for compensation for anything lawfully done in pursuance of any public authority except for the award of damages to Tenant or subtenant for relocation expenses, loss of personal property or such similar damages, and covenants with the Landlord that the Tenant will from time to time execute and deliver to the Landlord such further instruments of assignment of any such claims and demands as the Landlord shall request.

ARTICLE 13

DEFAULT

13.1 TENANT'S DEFAULT

If:

- (a) The Tenant shall fail to pay the Rent or other charges within seven (7) days after notice from the Landlord that the same is due and payable, or
- (b) The Tenant shall fail to perform or observe any other term or condition contained in this Lease and the Tenant shall not cure such failure within thirty (30) days after notice from the Landlord thereof (unless such failure is of such a nature that it cannot reasonably be cured within said thirty (30) days, in which case no default shall occur so long as Tenant shall commence the curing of the failure within such thirty-day period and shall thereafter promptly and diligently complete the curing of the same, but in no event longer than ninety (90) days),

then and in any of said cases, the Landlord may, to the extent permitted by law, immediately or at any time thereafter and without demand or notice, terminate this Lease and enter into and upon the Premises, or any part thereof in the name of the whole, and repossess the same as of the Landlord's former estate, and expel the Tenant and those claiming through or under the Tenant and remove its effects without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or breach of covenant.

No termination or repossession provided for in this Section 13.1 shall relieve the Tenant of its obligations under this Lease, all of which shall survive any such termination or repossession. In the event of any such termination or repossession, the Tenant shall pay to the Landlord either (i) in advance on the first day of each month, for what would have been the entire balance of the Term, one-twelfth (1/12) (and a pro rata portion thereof for any fraction of a month) of the annual Base Rent, Additional Rent and all other amounts for which the Tenant is obligated hereunder, less, in each case, the actual net receipts by the Landlord by reason of any reletting of the Premises after deducting the Landlord's reasonable expenses in connection with such reletting, including, without limitation, removal, storage and repair costs and reasonable advertising, brokers' and attorneys' fees, or (ii) upon demand and at the option of the Landlord exercisable by the Landlord's giving notice to the Tenant at any time after any such termination, the present value (computed at a capitalization rate based upon the so-called "Prime Rate" then in effect at Bank of America) of the amount by which the payments of Base Rent and Additional Rent reasonably estimated to be payable for the balance of the Term after the date of the exercise of said option would exceed the payments reasonably estimated to be the fair rental value of the Premises on the terms and conditions of this Lease over such period, determined as of such date.

Without thereby affecting any other right or remedy of the Landlord hereunder, the Landlord may, at its option, cure for the Tenant's account any default by the Tenant hereunder which remains uncured after said thirty (30) or ninety (90) days' notice of default from the Landlord to the Tenant, and the cost to the Landlord of such cure shall be deemed to be Additional Rent and shall be paid to the Landlord by the Tenant with the installment of Basic Rent next accruing.

Nothing herein contained shall be construed as limiting or precluding the recovery by the Landlord against the Tenant of any sums or damages to which, in addition to the damages particularly provided above, the Landlord may lawfully be entitled by reason of any default hereunder on the part of the Tenant. Landlord shall also be entitled to any and all other remedies provided by law or equity. All rights and remedies are to be cumulative and not exclusive.

ARTICLE 14

MISCELLANEOUS PROVISIONS

14.1 WAIVER

Failure on the part of the Landlord to complain of any action or non- action on the part of the Tenant, no matter how long the same may continue, shall never be a waiver by the Landlord of any of the Landlord's rights hereunder. Further, no waiver at any time of any of the provisions hereof by the Landlord shall be construed as a waiver of any of the other provisions hereof, and a waiver at any time of any of the provisions hereof by the Landlord shall not be construed as a waiver at any subsequent time of the same provisions. The consent or approval of the Landlord to or of any action by the Tenant requiring such consent or approval shall not be construed to waive or render unnecessary the Landlord's consent or approval to or of any subsequent similar act by the Tenant.

14.2 COVENANT OF QUIET ENJOYMENT

Subject to the terms and provisions of this Lease and on payment of the Rent and compliance with all of the terms and provisions of this Lease, the Tenant shall lawfully, peaceably and quietly have, hold, occupy and enjoy the Premises during the Term hereof, without hindrance or ejection by the Landlord or by any persons lawfully claiming under the Landlord; the foregoing covenant of quiet enjoyment is in lieu of any other covenant, express or implied.

14.3 INVALIDITY OF PARTICULAR PROVISIONS

If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or

provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

14.4 PROVISIONS BINDING, ETC.

Except as herein otherwise expressly provided, the terms hereof shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of the Landlord and the Tenant. Each term and each provision of this Lease to be performed by the Tenant shall be construed to be both a covenant and a condition. In all instances where the Tenant is required under this Lease to pay any sum or do any act at or by a particular time, it is agreed that time is of the essence.

14.5 RECORDING

The Tenant agrees not to record this Lease, but each party hereto agrees, on the request of the other, to execute, acknowledge, and deliver a Notice of Lease reasonably satisfactory in form to Landlord's attorneys.

14.6 NOTICES

Whenever, by the terms of this Lease, a notice shall or may be given either to the Landlord or to the Tenant, such notice shall be in writing and shall be sent by hand delivery or by registered or certified mail, return receipt requested, postage prepaid as follows:

If intended for the Landlord, addressed to the Landlord at the address set forth on the first page of this and, if intended for the Tenant, addressed to the Tenant at the address set forth on the first page of this Lease or to such other address or addresses as may from time to time hereafter be designated by either party by like notice.

All such notices shall be effective upon receipt or upon refusal to accept receipt.

14.7 PARAGRAPH HEADINGS

The paragraph headings throughout this instrument are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Lease.

14.8 NO BROKERAGE

The Tenant represents and warrants that it has not contacted any real estate broker in connection with this Lease and was not directed to this Lease as a result of any services or facilities of any real estate broker. The Tenant agrees to indemnify the Landlord and to hold the Landlord harmless from any claim, loss, damage, cost or liability (including, without limitation, reasonable attorneys' fees and costs of defense) for any brokerage commission or fee asserted against the Landlord as a result of any breach of the representations and warranties set forth in this paragraph by the Tenant.

14.9 WHEN LEASE BECOMES BINDING

This document shall become effective and binding only upon the execution and delivery hereof by both the Landlord and the Tenant. All negotiations, consideration, representations and understandings between the Landlord and the Tenant are incorporated herein and may be modified or altered only by written agreement between the Landlord and the Tenant, and no act or omission of any employee or agent of the Landlord shall alter, change or modify any of the provisions hereof.

14.10 INCORPORATION BY REFERENCE

The parties hereby incorporate into this Lease the Lessor's Request for Proposals (the "RFP") and the Tenant's response thereto which led to the execution and delivery of this Lease. In the event of a conflict among the terms thereof and hereof, the order of precedence shall be as follows: the terms of the RFP shall govern and take precedence over those of the Tenant's response thereto, and the terms of this Lease shall govern and take precedence over both the RFP and the Tenant's response thereto.

14.11 STATUS REPORT

Tenant shall from time to time, upon not less than fifteen (15) days prior written request by Landlord, execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect and that there are no uncured defaults of Landlord or Tenant under this Lease, that Tenant has no defenses, offsets or counterclaims against its obligations to pay the Base Rent, Additional Rent and any other charges hereunder and to perform its other covenants under this Lease and that there are no uncured defaults of the Landlord or Tenant under this Lease (or, if there have been any modifications that the same is in full force and effect as modified and stating the modifications and, if there are any defenses, offsets, counterclaims, or defaults, setting them forth in reasonable detail), and the dates to which the Base Rent, Additional Rent and any other charges hereunder have been paid. Any such statement delivered pursuant to this Section 14.11 may be relied upon by a prospective purchaser of the Premises. Failure of Tenant to respond to such request within such time shall be deemed an acknowledgment by Tenant that the facts recited in such request are correct.

14.12 SELF-HELP

Landlord shall have the right after ten (10) days' notice, (except, if the Building requires immediate repairs to preserve its structural integrity, in which case no notice shall be required) but shall not be required, to pay such sums or do any act which requires the expenditure of moneys which may be reasonably necessary or appropriate by reason of the failure or neglect of the Tenant to perform any of the provisions of this Lease, and in the event of the exercise of such right, the Tenant agrees to pay all such sums as Additional Rent forthwith upon demand.

14.13 HOLDING OVER

Any holding over by the Tenant after the expiration of the Lease Term without the Landlord's consent shall be treated as a tenancy at sufferance at double the rent specified herein (prorated on a daily basis) and shall otherwise be on the terms and conditions of this Lease, so far as applicable.

14.14 KEYS AND LOCKS

Locks shall not be changed, altered, or replaced nor shall new locks be added by Tenant without the written permission of Landlord, not to be unreasonably withheld or delayed. Any locks so permitted to be installed shall become the property of Landlord and shall not be removed by Tenant. Tenant shall promptly give a duplicate key to any such changed, altered, replaced or new lock to Landlord, and upon termination of this Lease, Tenant shall deliver all keys to the Premises to Landlord.

14.15 DEFINITIONS

The words "Landlord" and "Tenant" as used herein shall include their respective heirs, legatees, devisees, executors, administrators, successors, personal representatives and assigns; and the words "he", "his", and "him", where applicable shall apply to Landlord or Tenant regardless of sex, number, corporate entity, trust or other body. If more than one party signs as Landlord or Tenant hereunder, the conditions and agreements herein of Landlord or Tenant shall be joint and several obligations of each such party.

14.16 SURRENDER

Upon termination of this Lease, Tenant shall deliver up the Premises free from tenants or other occupants and in as good order and condition as the same were on the Commencement Date, in broom-clean condition, reasonable and ordinary wear and tear and damage by fire and other unavoidable casualty only excepted. Neither the vacating of the Premises by Tenant, nor the delivery of keys to Landlord shall be deemed a surrender or an acceptance of surrender of the Premises, unless so stipulated in writing by Landlord.

14.17 SECURITY

The Tenant has the right, but not the obligation, to install at its sole cost and expense a security system for the Premises and/or to provide security services to the Premises and to contract with such security services provider as Tenant may choose in its sole discretion.

14.18 SECURITY DEPOSIT

Tenant shall pay the security deposit identified in Section 1.1 above to Landlord upon execution and delivery of this Lease. Landlord shall hold the same throughout the Term of this Lease as security for the performance by Tenant of all obligations on the part of Tenant hereunder. Landlord shall have the right from time to time without prejudice to any other remedy Landlord may have on account thereof, to apply such deposit, or any part thereof, to Landlord's damages arising from any default on the part of Tenant. If there is then existing no default of Tenant, Landlord shall return the deposit, less so much thereof as shall have theretofore been applied in accordance with the terms of this section, to Tenant on the expiration or earlier termination of the Term of this Lease and surrender of possession of the Premises by Tenant to Landlord at such time. If Landlord conveys Landlord's interest under this Lease, the security deposit hereunder, or any part thereof not previously applied, may be turned over by Landlord to Landlord's grantee, and, if so turned over, Tenant agrees to look solely to such grantee for proper application thereof in accordance with the terms of this section, and the return thereof in accordance herewith.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed, under seal, as of the date first written above.

District LANDLORD:


Essex North Shore Agricultural & Technical School

By: 

Heidi T. Riccio, Superintendent-Director

Hereunto duly authorized

TENANT:

Company 

By: 

Lessee

Hereunto duly authorized