

## COMMERCIAL LEASE AGREEMENT

This Lease Agreement agreed on December 1, 2023 is between:

The Lessor known as 64 Worcester-Providence Turnpike LLC with a mailing address of 64 Worcester-Providence Turnpike, Sutton, Massachusetts 01527,  
Hereinafter referred to as the "Lessor" AND

The Lessee is a business entity known as ALVAH DANCE LLC, doing business as Molly Quinn Dance Studio with a mailing address of 6 Rocky Rd, Dudley Ma 01671  
Hereinafter referred as "Lessee"

The Property's Address is 64 Worcester-Providence Turnpike Sutton Massachusetts 01527, Suite C.

The Lessor and Lessee hereby agree as follows:

**USE OF LEASED PREMISES.** The Lessor is leasing the premises to the Lessee and the Lessee is hereby agreeing to lease the Premises for exclusive operating a Dance Studio altered to children and young adults DBA Molly Quinn Dance Studio and any legal use allowed in accordance with local, State, and Federal laws that is consistent with the use stated. Any change in use or purpose of the Premises other than as described above shall be upon prior written consent of Lessor only otherwise the Lessee will be considered in default of the Lease Agreement.

**EXCLUSIVE USE.** The Lessee shall not hold exclusive rights on the Premises. The Lessor shall hold the rights to lease other areas of the Property to any same or like use as the Lessee.

Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device. The tenant represents and warrants that no trade or occupation shall be conducted in the Leased Premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law of any municipal by-law or ordinance in force in the town in which the Leased Premises are situated.

**TERM OF LEASE.** The Lease shall commence upon execution of this lease, no later than December 1, 2023 and expire at Midnight on the Fifth year and three-month anniversary from December 1, 2023.

**DELIVERY DATE.** April 1, 2024 or earlier

**RENT COMMENCEMENT DATE.** On the three-month anniversary of the delivery date.

**RENT AMOUNT.** Payment shall be made by the Lessee to the Lessor in the amount of \$3,146.00 per month (\$37,752 Annually) for the first year. Years two, three, four and five shall be \$3,432.00 a month (\$41,208 Annually). Upon execution of each option, Rent shall increase by 2% a year.

**RENT PAYMENT.** The Rent shall be paid under the following instructions. Rent shall be paid by the Lessee to the Lessor on a per-month basis with payment due no later than the 1<sup>st</sup> of every month. Rent shall be paid by the Lessee to the Lessor's aforementioned mailing address or as agreed upon drop off box. The property manager can pick up the rent upon notice.

**RETURNED CHECKS (NSF).** If the Lessee attempts to pay Rent with a check that is not deemed valid by a financial institution due to non-sufficient funds, or any other reason for it to be returned, the Lessee will be subject to a bank fee as billed by the financial institution with any additional fees from the management company that would be considered reasonable.

**LESSEE'S DEFAULT AND POSSESSION.** If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for ten (10) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for (30) days after written notice thereof to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord to account of any Tenant default, wither in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

In the event that the Lessee shall fail to pay rent and expenses as set forth herein, or any part thereof, when the same are due and payable, or shall otherwise be in default or any other terms of said Lease for a period of more than 30 days, after receiving notice of said default, then the parties hereto expressly agree and covenant that the Lessor may declare the lease terminated and may immediately re-enter said premises and take possession of the same together with any of Lessee's personal property, equipment or fixtures left on the premises which items may be held by the Lessor as security for the Lessee's eventual payment and/or satisfaction of rental defaults or other defaults of Lessee under the Lease.

It is further agreed, that if the Lessee is in default, that the Lessor shall be entitled to take any and all action to protect its interest in the personal property and equipment, to prevent the unauthorized removal of said property or equipment which threatened action would be deemed to constitute irreparable harm and injury to the Lessor in violation of its security interest in said items of personal property. Furthermore, in the event of default, the Lessor may expressly undertake all reasonable preparation and efforts to release the Premises including,

but not limiting to, the removal of all inventory, equipment or leasehold improvements of the Lessee's, at the Lessee's expense, without the need to first procure an order of any court to do so, although obligated in the interim to undertake reasonable steps and procedures to safeguard the value of Lessee's property, including the storage of the same, under reasonable terms and conditions at Lessee's expense, and, in addition, it is understood that the Lessor may sue the Lessee for any damages or past rent due and owing and may undertake all and additional legal remedies then available.

**LESSOR'S DEFAULT.** The Lessee may send written notice to the Lessor stating duties or obligations that have not been fulfilled under the full performance of this Lease Agreement. If said duties or obligations have not been cured or addressed within 30 days from receiving such notice, the Lessee then send another notice asking if the Lessor needs more time to cure or remedy such issue in accordance with standard industry protocol, the Lessor shall not be in default of this Lease Agreement. If the Lessor should be in default then the Lessee shall have the option to terminate this Lease Agreement, but Lessee must continue to pay rent till Lessor finds a new Lessee and Lessee starts paying rent. Then the Lessee will be held harmless against any of its terms or obligations as long as the Lessee is not in default of rental payments.

**LATE FEE.** The Lessor shall charge a late payment fee if rent is not paid on time in the following amount: The Lessee shall be charged a late fee in the amount of 3% of the monthly rent amount daily until it is fully satisfied, including any late payment fees, if the rent is not paid and after the 30<sup>th</sup> day after it is due. The amount due will be compounded.

**OPTION TO RENEW.** The Lessee shall have the right to renew this Agreement under the following conditions:

Lessee shall have the right to renew this Lease Agreement, along with any renewal period, and be required to exercise such renewal period(s) by giving written notice via certified mail to the Lessor no less than 180 days prior to the expiration of the Initial Term or any subsequent renewal period. The Lessee shall have a total of two (2) renewal periods each at five (5) years long, which will continue to abide by the same covenants, conditions and provisions as provided in this Lease Agreement as described.

**RENEWAL PERIODS.** Provided tenant is not in default; tenants new rent is subject to a 2% increase per year, after the 5<sup>th</sup> year of the original term. Therefore, every year from year six (6) to fifteen (15), rent shall increase by 2% of the previous year. Provided, however, that Lessee may prevent the automatic extension of this Lease by notifying Lessor, in writing, within ninety (90) days of the expiration of the initial term or any extended term, as the case may be, that Lessee does not desire to extend the Lease.

**EXPENSES.** In accordance and execution of this Lease, the responsibility of the expenses shall be attributed to the following:

- **RENT PREPAYMENT.** The Lessee shall be responsible for the prepayment of rent in the amount of \$6,292.00 which is First months and Last Months rent. No interest will be paid on this amount.
- **SECURITY PAYMENT.** The Lessee shall be responsible for providing payment in the amount of \$3,146.00 which shall be held by Landlord as a security deposit. No interest will be paid on this and will not be held in it's a separate account.

**TRADE FIXTURES.** Any fixture which Lessee purchases under and pursuant to this Agreement shall belong to the Lessee at the expiration of its Lease or any extension thereof and shall be removed by Lessee at the expiration of the Lease or any extension thereof. Tenant shall pay for and repair any damage to the leased premises when removing such fixtures. If any damage occurs. Lessee cannot be in default of Lessee obligations to Lessor. The definition of Trade Fixtures will be fixtures not secured to the property. Example of non-trading fixture would be fans, sinks, smoke detectors, etc.

**FURNISHINGS.** The Lessor will not provide the furnishings to the Lessee at any time. But any trade fixtures secured to the property, shall become property of the Lessor at Lessor option if Lessee defaults. If the Lessor does not want the trade fixtures, the Lessor will place the Lessee on notice to have the trade fixture also be removed at the end of the lease term without damage to the leased space. If the property needs to be restored as a result of the trade fixtures removal and to have the space in good releasable condition, this is done at the Lessees expense.

**PARKING.** Parking shall be provided to the Lessee in a shared manner provided on the Premises. There is no set number of parking spaces provided to the Lessee, but Lessor can assign areas to Lessee if needed throughout the term of the Lease. There shall be no fee charged to the Lessee for the use of the Parking Space(s). All vehicles need to be registered and insured at all times by Lessee and/or Lessee customers/employees. No overnight parking unless approved by landlord via written approval.

**LEASEHOLD IMPROVEMENTS.** The Lessee agrees that no leasehold improvements, alterations or changes of any nature, (Except for those listed on any attached addenda) shall be made to the leasehold premises interior or exterior of the building without first obtaining the consent of the Lessor in writing, which consent shall not be unreasonably withheld, and thereafter, any and all leasehold improvements made to the Premises which become affixed or attached to the leasehold Premises shall remain the property of the Lessor at the expiration or termination of this Lease Agreement.

Furthermore, any leasehold improvements shall be made only in accordance with applicable federal, state or local codes, ordinances or regulations, having due regard for the type of construction of the building housing the subject leasehold Premises. If the Lessee makes any improvements to the Premises, The Lessee shall be responsible for payment. Nothing in the Lease shall be construed to authorize the Lessee or any other person acting for the Lessee to encumber the rents of the Premises or the Lessee in the Premises or any person under and

through whom the Lessee has acquired its interest in the Premises with a mechanic's lien or any other type of encumbrance. Under no circumstance shall the Lessee be construed to the agent, employee or representative of Lessor. In the event a lien is placed against the premises, through actions of the Lessee, Lessee will promptly pay the same or bond against the same and take steps immediately to have such lien removed. If the Lessee fails to have the Lien removed, the lessor shall take steps to remove the Lien and the Lessee shall pay Lessor for all expenses related to the Lien and removal thereof and shall be in default of the Lease.

**LICENSES AND PERMITS.** The Lessee will be licensed to do business and will provide a copy of any and all license(s) required to operate to Lessor.

**MAINTENANCE/REPAIRS.** The Lessee agrees to maintain the Leased Premises in good condition. Damage by fire and other casualty only excepted, and whenever necessary, acknowledging that the Leased Premises are now in good order. The Lessee shall not permit the Leased Premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste. Lessee shall obtain written consent of the Lessor before erecting any sign on the premises.

During the Lease term, Lessee shall make, at lessee's expense, all necessary repairs to the interior of the leased premises. Lessor has obligations to maintain exterior repair, such as roof, at Lessor's expense.

**UTILITIES.** The Lessor Agrees to have 220 amp single phase power/utility services delivered to the space by a mail panel and Lessee is responsible for the wiring from main panel is required. Lessor agreed to furnish a hot water tank and cold-water supply to the Leased Premises. Maintenance of these are Lessees responsibility.

Lessee responsibility for lavatories and to maintain compliance with ADA. Lessee will pay to light passageways during business hours and to furnish such cleaning services as in customary with the space. Lessee shall maintain and prevent any accident, and to the making of repairs, alterations, or improvements. If Lessee finds labor difficulties, to in obtaining fuel, electricity, services or supplies from the sources from which they are usually obtained for said building, or to any cause beyond the Lessee's control. Lessors shall have no obligation to provide utilities or equipment other than the utilities and equipment within the premises as of the commencement date of the Lease space. Lessor warrants and represents that the utility services indicated above are in good and working condition as of the Effective Date hereof. In the event Lessee requires additional utilities or equipment, the installation and maintenance thereof shall be the Lessee's sole obligation, provided that such installation shall be subject to the written consent of the Lessor.

**SIGNS.** Following Lessor's consent. Lessee shall have the right to place on the Leased Premises, at locations selected by Lessor, any signs which are permitted by applicable zoning ordinances and private restrictions. Lessor may refuse consent to any proposed signage that is in Lessor's reasonable opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises. Lessee must obtain any necessary permission from

governmental authorities and/or adjoining owners and occupants for Lessee to place or construct the foregoing signs. Lessor shall cooperate with Lessee to allow repairs to any and all damage to the Leased Premises resulting from the removal of signs installed by Lessee at Lessee expense.

Lessee shall not place on any exterior door, wall or window of the premises any sign or advertising matter without the Lessor's prior written consent and the approval of the local municipality. Thereafter, Lessee agrees to maintain such signs or advertising matter as first approved by Lessor in good condition and repair. Furthermore, Lessee shall conform to any uniform reasonable sign plan or policy that the Lessor may introduce with respect to the building. Upon vacating the premises, Lessee agrees to remove all signs and to repair all damages caused or resulting from such removal. Lessor reserves the right to charge Lessee if not removed.

**SOLAR PANELS/EV STATIONS.** If at any time the local/state/federal ordinances require the Lessor to upgrade the common area for the purpose of providing these services, Lessee agrees to pay its percentage of this capital and operating expenses(s).

**HVAC MAINTENANCE.** Lessee will provide or engage a reputable and experienced firm for the purpose of periodically inspecting and maintaining the heating ventilating and air conditioning equipment located on the Premises exclusive of any such equipment or part thereof which may exclusively serve the Lease Premises, in which case the Lessee shall be responsible for such maintenance. Lessee shall reimburse the Lessor, as Additional Rent, for Lessee's Percentage of the amount by which the cost of such maintenance and inspection. Lessee shall enter into agreement with a reputable HVAC firm and provide a copy of the annual agreement to the Lessor. Lessor will be responsible for replacement of HVAC equipment if it is determined that equipment is at the end of its life. Lessor reserves the right to obtain a second opinion if the Lessee is requesting the unit to be replaced at Lessors expense. If the 2<sup>nd</sup> opinion determines that the unit can be repaired, the Lessee will pay for such repairs.

**ALTERATIONS.** Lessee, at Lessee's expense, shall have the right, following Lessor's consent, to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises, in addition to the Build Out, from time to time as Lessee may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Lessee shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Lessee placed or installed on the Leased Premises by Lessee, thereafter, shall remain Lessee's property to be free and clear of any claim to the Lessor. Lessee shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Lessee at Lessee's expense.

**COMMON AREAS.** The Lessor shall be responsible for any costs related to the maintenance and upkeep of the common areas which is defined as space used by more than one (1) of the Lessees on the Property. Common areas include but are not limited to, building envelope and any other space on the Property that is shared by the Lessees or Co-Tenants. Lessor will delegate a common area to allow the Lessee one dumpster. If the Lessee needs additional space for the purpose of recycling waste. An additional charge may be added.

**PROPERTY TAXES.** Lessor is responsible to pay the real estate taxes assessed against 64 Worcester-Providence Turnpike, Sutton, Massachusetts 01527. The base year of taxes will be 2023. The Lessor has the right to add the additional increase amount on the Lessee to pay calculated on the percent of the building the Lessee occupies.

Lessee shall pay the installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Lessee personal property, if any, on the Leased Premises. Lessee shall be responsible for paying any and all personal/business property taxes with respect to Lessee personal/business property at the Leased Premises.

**BUSINESS/PERSONAL TAXES.** Lessee shall pay, when due, all general taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Lessee's personal property, if any, on the Leased Premises.

**INSURANCE.** In the event Lessee shall fail to obtain insurance required hereunder and fails to maintain the same in force continuously during the term, Lessor may, but shall not be required to, obtain the same and charge the Lessee for the same as additional rent. Furthermore, Lessee agrees not to keep upon the premises any articles or goods which may be prohibited by the standard form of fire insurance policy, and in the event the insurance rates applicable to fire and extended coverage covering the premises shall be increased by reason of any use of the premises made by Lessee, then Lessee shall pay to Lessor, upon demand, such increase in insurance premium as shall be caused by said use or Lessee's proportionate share of any such increase. The lessee shall carry \$100,000 workman's comp for the interior of the buildings leased space. A certificate of insurance shall be issued to the property owner by lessee on an annual basis. The property owner will provide a copy of the insurance for the exterior to the lessee upon request. Each party agrees to furnish a full policy binder for the other insurance provider to review if requested.

- A. Lessee and Lessor shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the building and the Leased Premises, with the premiums thereon fully paid on or before due dates, issued by and binding upon an insurance company qualified to do business in Massachusetts, such insurance to afford minimum protection of not less than \$2,000,000 combined single limit coverage of bodily injury, property damage or combined thereof. Lessor shall be listed as an additional insured on Lessee's Policy or Policies of comprehensive general liability insurance, and Lessee shall provide Lessor

with current annual certificates of insurance evidencing Lessee's compliance with this Paragraph. Lessee shall provide a full copy of the policy agreement in digital format and email to property owner and/or property management company. Lessee's insurers to notify Lessor that a policy is due to expire at least ten (10) days prior to such expiration. Lessors shall not be required to maintain any insurance policy on the leased space that includes against thefts within the Leased Premises of this Building.

- B. Lessee shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Lessors shall deem appropriate. Lessee's shall be responsible, at its expense, for fire and extended coverage insurance on all if its business/personal property, including removable trade fixtures, located in the leased premises.
- C. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any or negligence of Lessee or any of Lessee's agents or employees, rent shall not be diminished or abated for the costs of repair not covered by insurance.
- D. The Lessee shall not permit any use of the Leased Premises which will make voidable any insurance on the property of which the Leased Premises are a part, or on the contents of said property or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers. The Lessee shall reimburse the Lessor all extra Insurance premiums caused by the Lessee's use of the premises.

**SUBLET/ASSIGNMENT.** The Lessee may not transfer or assign the Lease, or any right or interest hereunder or sublet said leased premises or any part thereof.

**DAMAGE TO LEASED PREMISES.** In the event the building housing the leased premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of Lessee and which precludes or adversely affects the Lessee's occupancy of the leased premises, then in every such cause, the Lessee rent herein set forth shall file a claim with Lessee insurance provider and all rent due shall be paid accordingly to the extent to which the Premises fit for use and occupation by the Lessee. It is understood. However, in the event of total or substantial destruction to the Premises that in no event shall the Lessor's obligation to restore, replace or rebuild exceed an amount equal to the sum of insurance proceeds available for reconstruction with respect to said damage. The Lessee shall during the term of this Lease, and in the renewal thereof, at its sole expense, keep the interior of the leased premises in as good a condition and repair as it is at the date of this Lease, reasonable wear and use expected. This obligation would include the obligation to replace any plate glass damaged as a result of the neglect or acts of Lessee or guests or invitees. Furthermore, the Lessee shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state,



or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminates on the premises. Lessee shall also be responsible for the cost, if any, which would be incurred to bring her contemplated operation and business activity into compliance with any law or regulation of a federal, state or local authority.

The provisions of this paragraph extend not only to the matter aforesaid, but also to any occurrence which is beyond Lessee's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Lessee's purpose.

**HAZARDOUS MATERIALS LAWS.** Shall mean any and all federal, state, or local laws, ordinances, rules, decrees, orders, regulations, or court decisions relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under, or about the Premises, the Building, or the Property, or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Hazardous Materials Transportation Act, and any other law or legal requirement concerning hazardous or toxic substances, and any amendments to the foregoing.

**FIRE, CASUALTY, EMINENT DOMAIN:** Should a substantial portion of the leased premises or of the property of which they are part, be substantially damaged by fire or other casualty or be taken by eminent domain, the Lessor may elect to terminate this Lease without further payment from Lessee. When such fire, casualty, or taking renders the leased premises, substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be made, and the Lessee may elect to terminate this lease, if:

- A) The Lessor fails to give written notice within thirty (30) days of intention to restore leased premises, or
- B) The Lessor fails to restore the leased premises to a condition substantially suitable for their intended use within sixty (60) days of said fire, casualty or taking.

The Lessor reserves and the Lessee grants to the Lessor, all rights which the Lessee may have for damages or injury to the leased premises for any taking by eminent domain, except for damage to the Lessee's fixtures, property or equipment.

**DISPUTES.** If any dispute should arise in relation to the Lease Agreement the Lessor and Lessee shall first negotiate amongst themselves in "good faith". Afterwards, if the dispute is not resolved then the Lessor and Lessee shall seek mediation in accordance with the laws in the State of Massachusetts. If the Lessor and Lessee fail to resolve the dispute through mediation, then the American Arbitration Association shall be used in accordance with their rules. Lessor and Lessee agree to the binding effect of any ruling or judgement made by the American Arbitration Association.

**INDEMNIFICATION.** The Lessee hereby covenants and agrees to indemnify, defend and hold the Lessor harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of Lessee's use and occupancy of the premises, and further shall

indemnify the Lessor for any losses which the Lessor may suffer in connection with the Lessee's use and occupancy or care, custody and control of the premises. The Lessee also hereby covenants and agrees to indemnify and hold harmless the Lessor from any and all claims or liabilities which may arise from any latent defects in the subject premises that the Lessor is not aware of at the signing of the lease or at any time during the lease term.

**BANKRUPTCY-INSOLVENCY.** The Lessee agrees that in the event all or a substantial portion of the Lessee's assets are placed in the hands of a receiver or a Trustee, and such status continues for a period of 30 days, or should the Lessee make an assignment for the benefit of creditors or be adjudicated bankrupt, or should the Lessee institute proceedings under the bankruptcy act or any amendment thereto, then such Lease or interest in and to the leased premises shall not become an asset in any such proceedings and, in such event, and in addition to any and all other remedies of the Lessor hereunder or by law provided, it shall be lawful for the Lessor to declare the term hereof ended and to re-enter the leased land and take possession thereof and all improvements thereon and to remove all persons therefrom and the Lessee shall have no further claim thereon.

**SUBORDINATION AND ATTORNMENT.** Upon request of the Lessor, Lessee will subordinate its rights hereunder to the lien of any mortgage now or hereafter in force against the property or any portion thereof, and to all advances made or hereafter to be made upon the security thereof, and to any ground or underlying lease of the property provided, however, that in such case the holder of such mortgage, or the Lessor under such Lease shall agree that this Lease shall not be divested or in any way affected by foreclosure, or other default proceedings under said mortgage, obligation secured thereby, or Lease, so long as the Lessee shall not be in default under the terms of this Lease. Lessee agrees that this Lease shall remain in full force and effect notwithstanding any such default proceedings under said mortgage or obligation secured thereby. Lessee shall, in the event of the sale or assignment of Lessor's interest in the building of which the Premises form a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Lessor covering the Premises, attorn to the purchaser and recognize such purchaser as Lessor under this Lease.

**USAGE BY LESSEE.** Lessee shall comply with all rules, regulations and laws of any governmental authority with respect to use and occupancy. Lessee shall not conduct or permit to be conducted upon the premises any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that may be imposed by any authority or any insurance company with which the premises is insured, nor will the Lessee allow the premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building. In no event shall explosives or extra hazardous materials be taken onto or retained on the premises. Furthermore, Lessee shall not install or use any equipment that will cause undue interference with the peaceable and quiet enjoyment of the premises by other Lessees of the building.

**QUIET POSSESSION.** Lessee covenants and warrants that upon performance by Lessee of its obligation hereunder, Lessee will keep and maintain in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

**PETS.** No pets shall be allowed on the premises without the prior written permission of the Lessor unless said pet is required for reasons of disability under the Americans with Disability Act.

**CONDITION OF PREMISES/INSPECTION BY LESSEE.** The Lessee acknowledges they have had the opportunity to inspect the Premises and acknowledges with its signature on this Lease that the Premises are in good condition and comply in all respects with the requirements of this Lease. The Lessor makes no representation or warranty with respect to the condition of the premises or its fitness or availability for any particular use, and the Lessor shall not be liable for any latent or patent defect therein. The Lessee represents that Lessee has inspected the premises and is leasing and will take possession of the premises with all current fixtures present in their "as is" condition as of the date hereof. Americans with Disability Act. Per 42 U.S. Code (ss)12183 if the Lessee is using the Premises as a public accommodation (e.g. restaurants, shopping centers, office buildings) or there are more than 15 employees the Premises must provide accommodations and access to persons with disabilities that is equal or similar to that available to the general public. Owners, operators, lessors, and lessees of commercial properties are all responsible for ADA compliance. If the premises is not in compliance with the Americans with Disability Act any modifications or construction will be the responsibility of the Lessor.

Lessee Obligations. Lessee shall insure the contents of the leased premises and maintain and repair, at its expense, the equipment, fixtures, trash removal services and furnishings which it uses, incident and attendant to its operation of a Medical Office. Maintain designated common – trash removal area and to keep the ground area clean.

Lessee to obtain and/or transfer all proper permitting needed to operate as a business.

Lessee Indemnification. Lessee shall indemnify and hold Lessor harmless from and indemnify Lessor against any claims and/or litigation brought by anyone for personal injury and/or property damage which occurs at, in or on the premises known as 64 Worcester-Providence Turnpike, Sutton, Massachusetts 01527, which negligence of Lessee, its agents, servants or employees causes or to which they substantially contribute. Such indemnification shall include the payment of reasonable attorney fees, costs and expenses.

**SALE OF PROPERTY.** Lessee shall have the second right of refusal, as the Gym tenant has the first right of refusal. Lessee shall be in good standing with the Lessor and not to be in default of this lease at any time. The second right of refusal is not transferable.

Lessor will have its real estate agent send certified the offer price with conditions. Lessee will have five business days to accept the term. If the terms are not acceptable then the Lessor will consider having fulfilled its obligation under this paragraph and will then accept offers from others.

In the event of the sale or assignment of Lessor's interest in the building of which the premises form a part, or in the event of any proceedings brought for the foreclosure of or in the event of exercise of the power of sale under any mortgage made by Lessor covering the premises, attorn to the purchaser and recognize this Lease and shall remain fully enforceable. Such purchaser as Lessor under this Lease.

**RIGHT OF ENTRY.** It is agreed and understood that the Lessor and its agents shall have the complete and unencumbered right of entry to the Premises at any time or times for purposes of inspecting or showing the Premises and for the purpose of making any necessary repairs to the building or equipment as may be required of the Lessor under the terms of this Lease or as may be deemed necessary with respect to the inspection, maintenance or repair of the building. In accordance with State and Local laws, the Lessor shall have the right to enter the Premises without the consent of the Lessee in the event of an emergency.

The Lessor with 24 hour notice by any one of these communications styles such as, text, email, posting of notice on property, voicemail, etc... but not excluding any other type of communication has the right to enter the premises for the purpose of selling the property and/or insurance inspections.

**ESTOPPEL CERTIFICATE.** Lessee at any time and from time to time, upon at least ten (10) days prior notice by Lessor, shall execute, acknowledge and deliver to Lessor, and/or to any other person, firm or corporation specified by Lessor, a statement certifying that the Lease is unmodified and in full force and effect, or if the lease has been modified, then that the same is in full force and effect except as modified and stating the modification, stating the dates to which the fixed rent and additional rent have been paid, and stating whether or not there exists any default by Lessor under this Lease and, if so specifying each such default.

**SUBORDINATION.** Lessee accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Lessee agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Lessor is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises of the Building and Lessee agrees upon demand to execute such further investments subordinating this Lease or attorning to the holder of any such liens as Lessee may request. In the event the Lessee should fail to execute any instrument of subordination herein required to be executed by Lessee promptly as requested, Lessee hereby irrevocably constitutes Lessor as its attorney-in-fact to execute such instrument in

Lessee's name, place and stead, it being agreed that such power is one coupled with an interest. Lessee agrees that it will from time to time upon request by

Lessor execute and deliver to such persons as Lessor shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Lessor is not in default hereunder (or if Lessee alleges a default stating the nature of such alleged default) and further stating such other matters as Lessor shall reasonably require.

**HOLDOVER PERIOD.** Should the Lessee remain in possession of the Premises after the cancellation, expiration or sooner termination of the Lease, or any renewal thereof without the execution of a new Lease or addendum, such holding over in the absence of a written agreement to the contrary shall be deemed to have created and be construed to be a tenancy from month to month with the Rent of 50% more each month to be due and payable on top of the scheduled amount as the previous month, terminable upon 30 days' notice by either party. Waiver. Waiver by Lessor of a default under this Lease shall not constitute a waiver of a subsequent default of any nature.

**GOVERNING LAW.** This Lease shall be governed by the laws of the State of Massachusetts.

**ADDITIONAL TERMS AND CONDITIONS.** Upon execution of this lease, Lessee shall provide Lessor \$9,438.00 which shall serve as first month's rent, last month's rent and security deposit in three equal portions. No interest will be paid on this money and special accounts will not be made to hold the security deposit.

**AMENDMENT(S).** Excluding Exhibit A "Personal Guarantee" No amendments of this lease shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.

**SEVERABILITY.** If any term or provision of this Lease Agreement is illegal, invalid or unenforceable, such term shall be limited to the extent necessary to make it legal and enforceable, and, if necessary, severed from this Lease. All other terms and provisions of this Lease Agreement shall remain in full force and effect.

**HEADINGS.** The headings used in this Lease for convenience of the parties only and shall not be considered in interpreting the meaning of any provision.

**OTHER MISC. (PUT N/A IF NO ADDITIONAL ADDITIONS).** N/A

**BROKERS.** Lessee represents that Lessee has hired Brandon O' Neal with Coldwell Banker Realty as its representative. Lessor represents that the Lessor has hired Tariq Fayyad with Fayyad Realty Advisors as its representative. Both Lessee and Lessor both acknowledge it has not hired any real estate broker or agent other than discussed in this paragraph. Lessee and Lessor

acknowledge no activity has been involved in which the basis for a claim for real estate commission, brokerage feed, finder's fees or other similar charges have accord in connection with this Lease. In the event that a broker or agent makes such a claim, Lessee and Lessor agree to indemnify Fayyad Realty Advisors against the same. Lessee and Lessor representative shall be paid in accordance to the disclosed amounts in the executed Letter of Intent.

**BINDING EFFECT.** Each Party has been given the opportunity to have this agreement reviewed by legal counsel if desired with no undue influence by any property management company and/or any real estate broker on this transaction. This Lessee and any amendments thereto shall be binding upon the Lessor and the Lessees and/or their respective successors, heirs, assigns, executors and administrators.

**COMPLIANCE WITH LAW.** If any part of this lease agreement has been determined to be considered unlawful or unenforceable by a court of law. It is mutually agreed that the remainder of the lease as written is considered enforceable.

**NOTICES.** Notices shall be addressed to the following: Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt request, addressed as following:

If to Landlord to:

Mr. Perry Patramanis  
64 Worcester-Providence Turnpike  
Sutton, Ma 01950

If to Tenant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Lessor and Lessee shall each have the right from Time to Time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

**LEASE RECORDING.** The Lessee will not record this Lease with the registry of deeds, but a reference about this Lease can be filed at the cost of the Lessee with proper notice to Lessor.

**LESSOR SIGNATURE**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Perry Patramanis, Officer of 64 Worcester-Providence Turnpike LLC.

Lessor Tax ID: \_\_\_\_\_

Cell Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

**LESSOR SIGNATURE**

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

Typed Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Lessor Tax ID: \_\_\_\_\_

Cell Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

**EXHIBIT A GUARANTY**

THIS GUARANTY is made as of this day of December 1, 2023, by Molly Quinn with a mailing address of 6 Rocky Rd, Dudley Ma 01671 (hereinafter collectively referred to as "Guarantor"). Guarantor does hereby guarantee the performance of the obligations of ALVAH DANCE LLC, doing business as Molly Quinn Dance Studio

having a principal place of 64 Worcester-Providence Turnpike (hereinafter referred to as "Tenant"), having a principal place of business at 64 Worcester-Providence Turnpike LLC 01756. 64 Worcester-Providence Turnpike LLC (hereinafter referred to as "Landlord").

WITNESSETH THAT:

WHEREAS, contemporaneously herewith, subject to certain terms and conditions, Landlord has entered this day into a lease with Tenant for space as described in the lease (hereinafter referred to as the "Lease").

WHEREAS, Guarantor warrants and represents to Landlord that the undersigned has a substantial financial interest in the success of Tenant.

WHEREAS, Landlord has advised Guarantor that it will not enter into the aforesaid lease transaction with Tenant unless, among other matters, all of the obligations of Tenant under the Lease, including without limitation the punctual payment of all moneys due under the terms of said Lease, are guaranteed by Guarantor, and

WHEREAS, the Guarantor is willing and has agreed to guarantee the payment of the aforesaid obligations, as hereinafter provided;

NOW, THEREFORE, in order to induce Landlord to enter into the aforesaid Lease with Tenant and for other good and valuable consideration, Guarantor agrees as follows:

1. Guarantor hereby unconditionally and irrevocably, guarantees: (i) the due and punctual payment in full (and not merely the collectability) of the all moneys due under said Lease of even date when due and payable, according to the terms of the Lease; (ii) the due and punctual payment in full (and not merely the collectability) of all other sums and charges which may at any time be due and payable in accordance with, or under the terms of, the Lease; (iii) the due and punctual performance and observance of all of the other terms, covenants and conditions contained in the Lease on the part of Tenant to be performed and observed.

2. Guarantor expressly agrees that the Landlord may, in his sole and absolute discretion, without notice to or further assent of Guarantor, and without in any way releasing, affecting or impairing the obligations and liabilities of Guarantors hereunder: (i) waive compliance with, or any default under, or grant any other indulgences with respect to the Lease or any agreement or instrument securing the Lease; (ii) modify, amend or change any provisions of the Lease; (iii) grant extensions or renewals of or with respect to the Lease, and/or effect any release, compromise or settlement in connection therewith; (iv) agree to the substitution, exchange, release or other disposition of all or any part of the collateral securing the Lease; (v) make advances for the purposes of performing any term or covenant contained in the Lease (vi) assign or otherwise transfer the Lease and any instrument or agreement securing the Lease, including without limitation this Guaranty, or any interest therein; and (vii) deal in all respects with Tenant as if this Guaranty was not in effect. The obligations of Guarantor under this Guaranty shall be unconditional, irrespective of the genuineness, validity, regularity or enforceability of the Lease or any other circumstances which might otherwise constitute a legal or equitable discharge of a surety or guarantor.

3. The liability of Guarantor under this Guaranty shall be primary, direct and immediate and not conditional or contingent upon pursuit by the Lessee of any remedies it may have against Tenant or any other party with respect to the Lease, whether pursuant to the terms thereof or otherwise. No exercise or nonexercise by Landlord of any right given to him hereunder, or under the Lease, and no change, impairment or suspension of any right or remedy of Lender shall in any way affect any of Guarantor's obligations hereunder or give Guarantor any recourse against Landlord. Without limiting the generality of the foregoing, the Landlord shall not be required to make any demand on Tenant and/or any other party, or otherwise pursue or exhaust his remedies against Tenant or any other party, before, simultaneously with or after, enforcing his rights and remedies hereunder against Guarantor. Any one or more successive and/or concurrent actions may be brought against Guarantor either in the same action, if any, brought against Tenant and/or any other party, or in separate actions, as often as the Landlord, in his sole discretion, may deem advisable.



4. Guarantor hereby expressly waives: (i) presentment and demand for payment and protest of nonpayment; (ii) notice of acceptance of this Guaranty and of presentment, demand and protest; (iii) notice of any default hereunder or under the Lease, or under any other agreement executed in connection with the Lease of all indulgences; (iv) demand for observance or performance of, or enforcement of, any terms or provisions of this Guaranty or the Lease or any instrument or agreement securing the Lease; and (v) all other notices and demands otherwise required by law which Guarantor may lawfully waive.

5. If Guarantor shall advance any sums to Tenant or its successors or assigns, or if Tenant or its successors or assigns shall be or shall hereafter become indebted to Guarantor, such sums and indebtedness shall be subordinate in all respects to the amounts then or thereafter due and owing to the Landlord under the terms of the Lease. Nothing herein contained shall be construed to give Guarantor any right of subrogation in and to the rights of the Landlord under the Lease or any instrument or agreement securing the Lease until all amounts owing to the Landlord under the Lease are paid in full.

6. Any notice, demand, request or other communication given hereunder or in connection herewith (hereinafter "Notices") shall be deemed sufficient if in writing and sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the party to receive such Notice at its address first above set forth or at such other address as such party may hereafter designate by Notice given in like fashion. Notices shall be deemed given when received.

7. Any payments made by Guarantor under the provisions of this Guaranty shall, if made to Landlord, be made at his address first set forth above, unless some other address is hereafter designated by Landlord.

8. All rights and remedies afforded to the Landlord by reason of this Guaranty and the Lease, and any instrument or agreement securing the Lease, or by law, are separate and cumulative and the exercise of one shall not in any way limit or prejudice the exercise of any other such rights or remedies. No delay or omission by the Landlord under the Lease in exercising any such right or remedy shall operate as a waiver thereof. No waiver of any rights and remedies hereunder, and no modification or amendment hereof, shall be deemed made by the Landlord under the Lease unless in writing and duly executed. Any such written waiver shall apply only to the particular instance specified therein and shall not impair the further exercise of such right or remedy or of any other right or remedy of the Landlord, and no single or partial exercise of any right or remedy hereunder shall preclude further exercise of any other right or remedy.

9. The Guarantor shall pay the Landlord ON DEMAND all reasonable attorney's fees and expenses incurred by the Landlord which relate to the enforcement of this Guaranty.

10. This Guaranty shall inure to the benefit of, and be enforceable by, the Landlord and his heirs, executors, administrators, successors and assigns, and shall be binding upon, and

enforceable against, Guarantor and Guarantor's heirs, executors, administrators, successors and assigns.

11. This instrument is intended to take effect as a sealed instrument, and all rights, duties and remedies of the parties, shall be governed as to interpretation, validity, effect and enforcement, and in all other respects of the same or different nature, by the laws of the Commonwealth of Massachusetts.

SIGNED AS A SEALED INSTRUMENT THE DAY AND YEAR FIRST ABOVE WRITTEN. SIGNED IN THE PRESENCE OF:

---

Molly Quinn