

**TOWN OF GROTON
LEASE OF PRESCOTT SCHOOL**

Lease Agreement

ARTICLE I: SUMMARY

1.1 Key Terms

DATE OF LEASE:	September 1, 2021
LANDLORD:	TOWN OF GROTON
LANDLORD'S ADDRESS:	Groton Town Hall 173 Main Street Groton, MA 01450
TENANT:	FRIENDS OF PRESCOTT, INC., a Massachusetts nonprofit corporation
TENANT'S ADDRESS:	145 Main Street Groton, MA 01450
PREMISES:	The three-story building known as the Prescott School, located at 145 Main Street, Groton, Massachusetts, including the front and rear lawn areas.

ARTICLE II: PREMISES

2.1 Premises. Landlord does hereby demise and lease unto Tenant the Premises as described in Section 1.1 above. The Town reserves the right to revoke the use of the rear lawn area should the Select Board decide to construct a municipal parking lot in this location.

The Premises are delivered to Tenant and Tenant accepts the Premises in their "AS IS" condition, it being agreed that Tenant has had an opportunity to examine and inspect the Premises in all respects, that Landlord has made no representations or warranties of any kind with respect thereto, and that Landlord shall have no obligation to do any work on, provide any additional utilities to or make any improvements to the Premises or the condition thereof, except as otherwise expressly provided for in this Lease.

2.2 Permitted Uses. (a) It is Landlord's objective that Tenant make productive and profitable use of the Premises for the Permitted Uses by subleasing the same so that Tenant is able to fully support its obligations hereunder to maintain the Premises in the condition required herein, all at Tenant's sole cost and expense (except as set forth otherwise) and to pay rent to Landlord. It is Landlord's goal to use the rent paid by Tenant to fund the cost of capital repairs and improvements to be made to the Premises as Landlord, in its sole and absolute discretion, as deemed appropriate. To that end, the Premises are to be used for public and/or private purposes, such as community space, public administrative offices, educational uses, general office space, and retail and/or commercial uses (the "Permitted Uses"), but only as may be expressly permitted by the Town of Groton's Zoning Bylaws and only as set forth more particularly

by Tenant's Business Plan as approved by a vote of the Town of Groton Select Board (the "Select Board") per paragraph (b) of this section 2.2, as such Business Plan may be amended by the agreement of the parties from time to time (the "Business Plan"). The Business Plan shall set forth all the specific Permitted Uses and additional operational and financial obligations that Tenant intends to satisfy each year during the Term (defined below in Section 3.1) of this Lease (each, a "Milestone" and, together or collectively, the "Milestones").

2.3 Parking Lot. Tenant shall have the exclusive right to use of twenty (20) parking spaces as identified in the attached diagram ("Parking Spaces") and may assign the right to use some or all of Parking Spaces during the Term to sub-tenants, guests or invitees, as Tenant in its sole discretion determines, provided no such vehicles are parked in the such parking spaces overnight or between the hours of 11:00 P.M. through 5:00 A.M. With regard to all other parking spaces on the real property where the Premises are located, the Tenant shall have the right during any Term of this Lease, in common with Landlord on a first-come, first-served basis, to park the vehicles of Tenant and Tenant's employees, subtenants and invitees for use of the Premises for the Permitted Uses in the Parking Lot (defined below) at Tenant's sole risk and provided no such vehicles are parked in the Parking Lot overnight or between the hours of 11:00 P.M. through 5:00 A.M. Notwithstanding the foregoing, Landlord shall have the right to extend and/or improve the existing parking lot and/or create a new parking area on the Premises (as it exists now and hereafter, the "Parking Lot"), provided that Landlord uses reasonable efforts to minimize any material interference with the use of the Premises by Tenant and/or sublessees. Landlord shall give Tenant at least fourteen (14) days prior written notice prior to undertaking any construction in the Parking Lot and/or during such times as work done by Landlord on or to the Parking Lot may materially interfere with Tenant's use. In the event that Landlord undertakes any work to repair or extend the Parking Lot, Landlord shall pursue and complete such work in a reasonably prompt manner and shall use reasonable efforts to minimize any material interference with the use of parking spaces. No portion of the Parking Lot shall be sublet by Tenant (other than in conjunction with a sub-lease of a portion of the Premises, i.e., pursuant to a sublease or agreement pursuant to which a subtenant has assigned spaces for its employees or customers) and Tenant shall not require or impose any fee or charge for any use by Tenant's subtenants and invitees of the Parking Lot other than for the twenty (20) spaces reserved for Tenant and its subtenants, guests and invitees. The Landlord will develop a plan to restripe and realign parking places in the entire lot to accommodate as much parking as possible. Said plan will be reviewed with the Tenant prior to implementation.

2.4 Gymnasium. The Tenant shall have the right to use and to sub-let the gymnasium during the term of the Lease for Permitted Uses and in accordance with the Business Plan. In the event that the gymnasium is not rented or leased and the Landlord requires access to the gymnasium to address an emergency or a threat to public safety, Tenant agrees to use reasonable efforts to cooperate with the Landlord in efforts to make the gymnasium available without charge to address the emergency or public safety needs.

ARTICLE III: TERM OF LEASE

3.1 Term. This Lease shall commence on September 1, 2021 (the "Commencement Date") and expire three (3) years thereafter (the "Term"), unless otherwise terminated in accordance with the provisions of this Lease. At a minimum of six months prior to the expiration of the lease, Landlord and Tenant shall meet to discuss extending the lease for an additional three (3) year period under existing or new terms as negotiated.

ARTICLE IV. RENT

4.1 Payment of Rent. Tenant covenants and agrees to pay Landlord, without notice or demand therefor and without any counterclaim, abatement, offset, deduction or set-off whatsoever, except as expressly otherwise provided herein, the “Base Rent” and “Additional Rent,” as such terms are defined below.

4.2 Base Rent. Tenant shall pay to Landlord annual base rent (the “Base Rent”) of \$20,000 per year, plus five (5%) percent of the gross annual revenues of the Tenant. For the purposes of this Lease, “Gross Revenue” shall mean all income and consideration given to and derived by Tenant in connection with this Lease and/or Tenant’s occupation or use of any portion of the Premises and/or Parking Lot, but excluding donations made to Tenant as a gift and not as consideration for use of the Premises, the purchase or exchange of property or for services or other commercial purposes. For the purposes of this Lease, Total Costs shall mean all costs incurred by Tenant in connection with this Lease and/or Tenant’s occupation or use of any portion of the Premises and/or Parking Lot. Gross revenues shall be determined and agreed upon between the Landlord and the Tenant as outlined in Section 4.4(c).

4.3 Additional Rent. Tenant shall be responsible for any and all taxes, levies, betterments or assessments, fees or charges that are assessed or chargeable during the Term of this Lease in relation to the Premises or Tenant’s use thereof and for the maintenance of the Premises. All such charges and/or other payments to be made by Tenant under this Lease shall be referred to herein as the “Additional Rent.” Tenant shall pay the Additional Rent promptly, before any fine, penalty, interest, or cost may be added for nonpayment and shall furnish to Landlord, on request, official receipts or other satisfactory proof evidencing such payment. Base Rent and Additional Rent are referred to, together, as “Rent.”

4.4. General Rent Provisions. (a) Base Rent for the first year of the Term shall be payable by Tenant to Landlord on August 31, 2022. Base Rent for the second year of the Term shall be payable by Tenant to Landlord on August 31, 2023. Base Rent for the third year of the Term shall be payable by Tenant to Landlord on March 1, 2024. Additional Rent shall be payable by Tenant to Landlord monthly in advance on the first day of each month during the Term of this Lease.

(a) All Rent and other payments required to be made by Tenant to Landlord under this Lease shall be paid by check made payable to the “Town of Groton” and delivered to Landlord at the address set forth above, or at such other place as Landlord may from time to time direct by written notice to Tenant. Tenant agrees that all covenants and agreements to pay Rent as set forth in this Lease are independent of all other rights, obligations, covenants and agreements set forth in this Lease.

(b) Tenant acknowledges and agrees for itself and its successors, assignees and subtenants that Landlord shall have a right to all information in hardcopy or digital format prepared by or for Tenant used to determine or reasonably related to or necessary for the calculation of Gross Revenue and Total Costs (the “Base Rent Information”), including but not limited to all accountings, audits, tax filings, returns, invoices, receipts, and other financial records, data, materials and information of or for Tenant, for or related all three years of the Term as follows.

(1) on or before June 30, 2022, Tenant shall, in writing, inform Landlord of its anticipated Gross Revenue and anticipated Total Costs for Year One;

- (2) by September 30, 2022, Tenant shall execute and deliver to Landlord a written certification of Gross Revenue of Tenant for Year One and Total Costs of Tenant for Year One;
- (3) on or before June 30, 2023, Tenant shall, in writing, inform Landlord of its anticipated Gross Revenue and anticipated Total Costs for Year Two;
- (4) by September 30, 2023, Tenant shall execute and deliver to Landlord a written certification of the Gross Revenue of Tenant for Year Two and Total Costs of Tenant for Year Two;
- (5) on or before June 30, 2024, Tenant shall, in writing, inform Landlord of its anticipated Gross Revenue and anticipated Total Costs for Year Three;
- (6) by September 30, 2024, Tenant shall execute and deliver to Landlord a written certification of the Gross Revenue of Tenant for Year Two and Total Costs of Tenant for Year Three;
- (7) Base Rent Information given to the Town of Groton may be a public record and any discussion by any public boards or committees of the Town of Groton of any Base Rent Information may only occur at a public meeting and that as such, Landlord shall have no obligation to keep such Base Rent Information confidential except to the extent an exemption to Massachusetts public records law (G.L. c. 30A, §§ 18-15) may apply or any such board or committee may be authorized and elect to enter into executive session to discuss such Base Rent Information.

4.5. Interest. All payments becoming due under this Lease and not paid when due shall bear interest from the applicable due date until received by Landlord at an annual rate equal to the prime rate of interest charged from time to time by Bank of America or its successor, plus two percent (2%).

ARTICLE V: UTILITIES

5.1. Delivery of Utilities. Tenant, and not Landlord, shall be responsible for providing and paying for utilities to the Premises, trash removal or disposal or general maintenance of the Premises and to maintain the grounds of the Premises by performing snow removal and lawn mowing, Tenant agrees to pay promptly, as and when the same become due and payable, all charges for trash removal and disposal, water, sewer, electricity, gas, heat, steam, hot and/or chilled water, air conditioning, ventilating, lighting systems and other utilities supplied to the Premises (whether prior or during the Term, or subsequent thereto if relating to Tenant's use of the Premises).

5.2. Additional Utilities. In the event Tenant requires additional utilities or equipment, all costs incurred in connection therewith, including installation, maintenance and repairs of the same, shall be Tenant's sole obligation, provided that such installation shall be subject to the prior written consent of Landlord and shall be installed in conformity with plans and specifications provided by Tenant and approved by Landlord, said consent not to be unreasonably withheld.

5.3. Tenant Not to Exceed Capacity of Feeders or Wiring. Tenant covenants and agrees that at all times its use of electric current shall never exceed the capacity of the feeders to the Premises or the wiring installations therein.

ARTICLE VI: ALTERATIONS AND ADDITIONS

6.1. Construction of Improvements. Tenant shall not make any alterations, improvements, additions, repairs, replacement, deletions or other changes to the Premises, including the building thereon (the "Alterations"), without Landlord's prior written consent in each instance, which consent shall not be unreasonably withheld for interior non-structural Alterations that are designed to accommodate Tenant's use of the Premises and do not interfere with the current and future use of the Parking Lot by Landlord and others entitled thereto and/or improvements to and/or expansion of the Parking Lot. Tenant shall submit for Landlord's review plans and specifications showing the Alterations in detail and such other information as Landlord may reasonably request at least forty-five (45) days prior to undertaking the same and obtain Landlord's written approval thereof (the "Approved Plans"). Alterations shall be made in substantial compliance with the Approved Plans; Tenant shall follow the notice and approval process set forth herein for any material deviations from the Approved Plans. All allowed or required alterations or additions shall be at Tenant's sole expense.

6.2 Compliance with Laws. Tenant shall procure all necessary permits, licenses, consents and approvals before undertaking any work on the Premises and shall cause all such work to be performed in a good and first-class workmanlike manner and in accordance with the requirements of insurers, employing new materials of good quality. Tenant shall comply with (i) all laws, codes, rules, orders and regulations of governmental authorities having jurisdiction thereof, in effect at the time of application for permits for such work; (ii) orders, rules and regulations of any Board of Fire Underwriters, or any other body hereafter constituted exercising similar functions, and governing insurance rating bureaus; and (iii) the Approved Plan. Tenant agrees to employ responsible contractors for such work and shall cause such contractors to carry the insurance required in Section 10.1(e).

6.3 Liens and Encumbrances. Tenant shall not permit any mechanics' liens, or similar liens, to remain upon the Premises for labor or material furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed at the direction of Tenant and shall cause any such lien to be released of record without cost to Landlord within thirty (30) days after Tenant receives notice of filing of same. All materialmen, contractors, artisans, mechanics, laborers and any other persons now or hereafter who contract with Tenant for the furnishing of any labor, services, materials, supplies or equipment with respect to any portion of the Premises must look exclusively to Tenant to obtain payment for same. Tenant agrees that it will, on request from Landlord, comply with any and all reasonable requirements of Landlord with respect to the work performed or materials furnished by Tenant or its agents, contractors, and sub-contractors in the Premises.

6.4 Ownership of Improvements. All structural alterations and additions made by Tenant shall become the exclusive property of Landlord upon completion. All nonstructural alterations and additions made by Tenant shall remain the exclusive property of Tenant. Tenant may at any time, at its sole option, remove any nonstructural improvements, provided that removal does not damage the Premises or Tenant restores the Premises to the same conditions as prior to such alteration.

6.5 Inspection of Improvements. Landlord's representatives may enter upon the Premises from time to time on reasonable notice to Tenant for the purpose of inspecting the Improvements being constructed by Tenant, and such entry shall not be construed to be a violation of Tenant's right to exclusive possession of the Premises. At final completion of any improvement, Landlord shall have the right to inspect the work to determine material conformity

with the Approved Plans and may direct Tenant to perform such additional work as may be necessary to materially conform to said plans.

ARTICLE VII – USE OF PREMISES

7.1 Permitted Uses. Tenant shall use the Premises solely for the Permitted Uses. Tenant shall keep the Premises in good order, reasonable wear and tear and damage by fire or other casualty only excepted, and shall not commit or permit Tenant's servants, agents or invitees to commit waste to the Premises. Tenant agrees not to erect any signs on the Premises, including the exterior of the Building, without the prior written consent of Landlord, which consent shall not be unreasonably withheld.

7.2 Compliance with Laws, Regulations, and Codes. Tenant acknowledges that no trade or occupation shall be conducted in the Premises or use made thereof which will be unlawful, improper, offensive, or contrary to any federal, state or local law, regulation, code, bylaw, policy or other legal requirement (collectively, "Legal Requirements"), including, but not limited to, those that relate to health and safety and those of the Board of Fire Insurance Underwriters.

7.3 Hazardous Substances. Tenant shall not, and shall not permit others to, bring onto, store, release, dispose, release or threaten the release of any hazardous, toxic, inflammable, combustible or explosive fluid, material, chemical, or substance, including without limitation any oil or hazardous material as defined by Chapter 21E of the Massachusetts General Laws, Massachusetts Contingency Plan (310 CMR 40.00) and federal and other state laws ("Hazardous Substances"), except for (1) Hazardous Materials in non-reportable quantities that are customarily used and used in the ordinary course of Tenant's business, but only after written notice is given to Landlord of the identity of such Hazardous Materials and Landlord approves of the same in writing and in its sole discretion, and (2) paints, thinners, brush cleaners and other compounds that are customarily used by artists and are in fact used by an artist or instructor in conjunction with any sublease of a portion of the Premises or by any artist or instructor during any instruction provided on the Premises, provided same are appropriately maintained in code compliant storage at the Premises when not in use. Tenant shall defend, indemnify and hold Landlord, and those claiming by, through and under Landlord, harmless from and against any and all liability, loss, damage, costs, expenses (including, without limitation, reasonable attorneys' fees and expenses), causes of action, suits, claims, demands or judgments of any nature in any way suffered, incurred, or paid as a result of or arising from any release or threatened release of Hazardous Substances on or from the Premises which is caused or exacerbated by Tenant, its agents, employees, contractors, representatives, or invitees. Landlord shall have no responsibility to Tenant, its agents, employees, representatives, permittees and invitees, for the presence of Hazardous Substances on the Premises or be required to abate or remediate the same. The provisions of this Section shall survive the expiration or earlier termination of the Lease.

7.4 Compliance with Landlord's Rules and Regulations. Tenant and Tenant's employees, agents, invitees and licensees shall observe and comply with all reasonable rules and regulations as established from time to time by Landlord with respect to the manner of conducting business in the Premises and the upkeep and the use of the Premises.

7.5 Assignment and Subleasing. Tenant shall have the right to sublease the Premises and/or portions thereof subject to prior compliance with the Town's Zoning Bylaws.

ARTICLE VIII – MAINTENANCE

8.1. Tenant's Responsibilities. Except as set forth in Section 8.4, Tenant shall be responsible, at its sole expense, for the general maintenance of the Premises, including, without limitation, the electrical fixtures, windows, halls, stairwells, common areas, lavatories, all pipes, wiring and lighting, all plumbing and utility lines serving the Premises, the boilers and the heating and ventilating system and the fire protection equipment and systems serving the Premises, the roof, exterior walls and foundations of the building on the Premises and any and all portions thereof, and shall keep the Premises in good and safe order, condition and repair, excepting only reasonable use and wear and damage by fire or other casualty. Tenant shall not permit the Premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste. Tenant shall be responsible for removing trash from the Premises and the collection and disposal thereof. Tenant agrees to keep, operate, use and maintain every part of the Premises in conformity with all requirements of the law and applicable fire underwriting and related regulations, and to do all other work necessary to comply with the foregoing covenant.

8.2 Landlord's Access. In addition to the rights reserved by Landlord in Section 2.3 with respect to the Parking Lot, Landlord hereby specifically reserves the right to enter, and to allow the Fire Chief, Building Inspection, and such other persons as the Select Board may designate, the Premises for the purpose of inspecting the condition of the of the Premises, and for undertaking any repairs to the Premises. Except in the event of an emergency, in which event Landlord shall give Tenant such notice as is practicable in the circumstances, Landlord shall provide Tenant with a minimum notice of two (2) business days' prior to such entry, and agrees not to interfere unreasonably with Tenant's use of the Premises. Landlord may provide Tenant with a report of such assessments and list of repairs or maintenance that Landlord reasonably determines need to be made.

8.3 Tenant's Failure to Maintain. If Tenant shall fail to keep the Premises in the condition required herein, or if repairs are required to be made by Tenant pursuant to the terms hereof, within thirty (30) days after notice by Landlord (or immediately, in any emergency that immediately threaten life or property), Landlord shall have the right (but shall not be obligated) to make such repairs, replacements or perform maintenance work or any other work required of Tenant pursuant to this Lease and charge the reasonable cost therefor to Tenant as Additional Rent, with interest.

8.4 Landlord's Repairs. Notwithstanding the provisions of Section 8.1, Landlord agrees to make repairs to the roof, exterior walls and structural components of the building on the Premises and any necessary repairs to the utilities serving the Premises, provided no such repairs arise from and damage to or use of such building by Tenant or Tenant's employees, agents, subtenants, contractors or invitees, to the extent Landlord determines, in Landlord's sole discretion, that the same are reasonably necessary to Tenant's use of the Premises. Landlord shall make such repairs within a reasonable time, consistent with and contingent upon Landlord's budgetary, appropriation and borrowing requirements and with Landlord's obligation to comply with Legal Requirements, including Legal Requirements relating to public building projects and public procurement

ARTICLE IX: INDEMNIFICATION; RELEASE

9.1. Indemnification. Tenant shall defend, indemnify and save Landlord harmless from and against any and all claims, expenses or liability of whatever nature arising from any act, omission or negligence of Tenant, Tenant's contractors, agents, employees, customers, and invitees, or anyone claiming by, through or under Tenant, or arising, directly or indirectly, from any accident, injury or damage whatsoever, however caused, to any person, or to the property of any person, occurring after Tenant enters the Premises for any reason and until the end of the term of this Lease and, thereafter, so long as Tenant or any occupant claiming under Tenant is in occupancy of any part of the Premises, in or about the Premises, or arising from any accident occurring outside the Premises but within the general area of the Premises, where such accident, injury or damage results or is claimed to have resulted from any act, omission or negligence on the part of Tenant or Tenant's contractors, agents, employees, customers, and invitees, or anyone claiming by, through or under Tenant.

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

9.2. Release. To the maximum extent this Lease may be made effective according to law, Tenant agrees to use and occupy the Premises at Tenant's own risk, and Landlord shall have no responsibility or liability for any loss or damage to fixtures or other personal property of Tenant or any person claiming by, through or under Tenant. Without limitation, Tenant agrees that Landlord shall not be responsible or liable to Tenant, or those claiming by, through or under Tenant, for any loss or damage resulting to Tenant or those claiming by, through or under Tenant, its or their property from the breaking, bursting, stopping or leaking of electric cables and wires, and water, gas or steam pipes.

The provisions of this Article IX shall survive any expiration or termination of this Lease.

ARTICLE X: INSURANCE

10.1 Tenant's Insurance. Tenant shall obtain and keep in force at its own expense so long as this Lease remains in effect and thereafter so long as Tenant, or anyone claiming by, through or under Tenant, uses or occupies the Premises or any part thereof, policies of insurance for the benefit of such parties, in the minimum amounts, and in the manner and form set forth in this Section. Tenant shall furnish certificates evidencing each such insurance coverage to Landlord prior entering the Premises for any reason, annually, at each anniversary of the Commencement Date, and at such other times as Landlord may reasonable request. Tenant shall require its insurer to give Landlord written notice at least thirty (30) days in advance of any termination, expiration or reduction in coverage. Tenant agrees that nothing herein shall limit the liability of Tenant to any such kinds and amounts of insurance coverage.

(a) *General Liability Insurance:* Tenant shall maintain comprehensive general liability insurance, insuring against claims for damages for bodily injury or death occurring upon, in, or about the Leased Premises, such insurance to afford protection in limits of not less than \$1,000,000 in respect to personal injury or death to any one person, and \$3,000,000 in respect to personal injury or death to any number of persons in any one occurrence; and \$1,000,000 for property damage; and

(c) *Worker's Compensation Insurance*: As required by law.

10.2 Contractor's Insurance. If Tenant makes Alterations to the Premises, Tenant shall require its contractors to maintain (i) worker's compensation insurance in the amounts required by law (or reasonably comparable insurance if such insurance is no longer available), (ii) builder's risk (or such reasonably comparable insurance) insurance on an "all risk" basis (including collapse) insuring against casualty to such construction for full replacement value of the work performed and the equipment supplies and materials furnished and stored, (iii) automobile liability insurance in the minimum amounts required by law with limits of liability not less than \$1,000,000 per occurrence for property damage and \$2,000,000 combined single limit, (iv) Employer's Liability Insurance affording protection in the amount of not less than \$500,000 per accident and \$500,000 for disease, (v) general liability insurance within limits in an amount not less than \$3,000,000 comprehensive general liability total with a limit of \$1,000,000 an occurrence, and (vi) Professional/Environmental Impairment Liability Insurance providing coverage for environmental contamination, bodily injury and/or property damage arising out of acts and omissions of Tenant or its contractors, employees or agents in the amount of \$1,000,000 for each claim and \$1,000,000 in the aggregate (which insurance, unlike the other insurance noted above, may be made on a claims made basis). Tenant shall require that Landlord be named as additional insurers on all subtenants, contractors and subcontractor's insurance, excluding Workers' Compensation.

10.3 General Requirements. Landlord shall be named as an additional insured on all insurance policies. All required insurance shall be written with such companies qualified to do business in Massachusetts and having a Best's rating of A or higher. Tenant hereby waives any and all rights of recovery which it might otherwise have against Landlord, its agents, employees and other persons for whom Landlord may be responsible for any loss or damage to Tenant's property or improvements in the Premises which are either required to be insured under the terms of this Lease or which Tenant, in the absence of any such requirement, elects to insure, notwithstanding that the loss or damage may result from the negligence, willful act or default under the terms of this Lease by Landlord, its agents, employees, contractors, or other persons for whom Landlord may be responsible.

10.4 Personal Property. Tenant agrees that Landlord shall have no responsibility or liability for any loss or damage or injury to from any cause whatsoever, including theft or otherwise of fixtures, improvements, or other personal property of Tenant. Tenant agrees that it shall continuously keep its fixtures, merchandise (if any), equipment and other personal property from time to time located in, on or about the Premises, and all leasehold improvements to the Premises constructed or installed by Tenant insured by reputable, duly licensed insurance companies against loss or damage by fire with the usual extended coverage endorsements. The provisions of this Section 10.4 shall survive any expiration or termination of this Lease.

ARTICLE XI: CASUALTY; EMINENT DOMAIN

11.1 Casualty and Eminent Domain. (a) If the Premises or any portion thereof shall be destroyed or damaged by fire or other casualty or taken by any public or quasi-public agency or authority other than Landlord by right of eminent domain, and the casualty/taking unreasonably interferes with the use of the Premises for the Permitted Uses in a manner comparable to such use prior to such casualty/condemnation, this Lease shall terminate at the election of either Landlord or Tenant. Any such termination shall be effective thirty (30) days after the date of notice thereof.

(b) In the event of a taking by eminent domain, Landlord shall have, and hereby reserves and excepts, and Tenant hereby grants and assigns to Landlord, all rights to recover for damages to the Premises and the leasehold interest hereby created, and to compensation accrued or hereafter to accrue by reason of such taking or damage. Tenant covenants to deliver such further assignments and assurances thereof as Landlord may from time to time request, hereby irrevocably designating and appointing Landlord as its attorney-in-fact to execute and deliver in Tenant's name and behalf all such further assignments thereof.

ARTICLE XII: TERMINATION; DEFAULT

12.1 Landlord's Rights. The occurrence of any one or more of the following shall constitute a default by Tenant under this Lease:

(a) failure to pay Rent within fourteen (14) days of the date such Rent is due; or

(b) failure to pay any other charge or sum herein specified or failure to carry and/or maintain the insurance required hereunder and such default shall continue for thirty (30) days after written notice thereof; or

(c) failure to observe or perform any other of Tenant's covenants, agreements, or obligations hereunder, including, without limitation, Tenant's failure to satisfy the Milestones for multiple successive years and/or comply with the others terms of the Business Plan, and such default shall not be corrected within ninety (90) days after written notice (or any shorter period, if specified herein); or

(d) the occurrence of any of the following events: (i) the making by Tenant of any general arrangement or assignment for the benefit of creditors; (ii) Tenant's becoming a "debtor" as defined in 11 U.S.C. §101 or any successor statute thereto (unless, in the case of a petition filed against Tenant, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this paragraph (d) is contrary to any applicable law, such provision shall be of no force, and not affect the validity of the remaining provisions.

In addition to all other remedies and rights provided for in this Lease, the Landlord shall, at Landlord's sole option and without any notice not otherwise required hereunder, have the right thereafter, while such default continues, to re-enter and take complete possession of the Premises, to declare the Term of this Lease ended, to remove Tenant's property and effects, to relet the Premises (as the agent of Tenant if this Lease has not been terminated) and to receive the rent therefor, and to cure such default for the account and at the expense of Tenant, all without prejudice to any other remedy at law or in equity which may be available to Landlord. Tenant shall indemnify Landlord against all payments which Landlord may incur by reason of such termination during the residue of the Term and such indemnification shall survive any termination of this Lease.

If Tenant shall fail to cure any default within the cure period provided, Landlord, without being under any obligation to do so, and without thereby waiving such default, may remedy such default for the account, and at the expense of, Tenant. If Landlord makes any expenditures or incurs any obligations for the payment of money in connection with Tenant's default, including but

not limited to, reasonable attorneys' fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred shall be paid to Landlord by Tenant as Additional Rent.

Without limiting any of Landlord's rights and remedies hereunder, and in addition to all other amounts Tenant is otherwise obligated to pay, it is expressly agreed that Landlord shall be entitled to recover from Tenant all costs and expenses, including reasonable attorneys' fees, incurred by Landlord in enforcing this Lease from and after Tenant's default.

12.2 Tenant's Right. After the expiration of one year of the Term, and provided Tenant is not in default, Tenant shall have the right to terminate this Lease, subject to providing Landlord with at least six (6) months prior written notice of said termination. If such termination occurs in year one or year two of the Term, then Base Rent shall be payable to Landlord for such portion of the year for which Tenant has use or occupancy of any portion of the Premises. If such termination occurs in year three of the Term, then Base Rent shall be payable to Landlord in full without reduction or abatement.

ARTICLE XIII: MISCELLANEOUS

13.1. Amendments. No changes shall be made to the terms and conditions of this Lease unless the change is in writing and signed by all parties hereto.

13.2. Quiet Enjoyment. Landlord hereby covenants that Tenant shall have peaceful and quiet use and possession of the Premises without hindrance or interruption on the part of Landlord, or by any other person(s) for whose actions Landlord is legally responsible, or by any person claiming by, through or under Landlord, except as herein provided.

13.3. Damages. Tenant agrees that in no event shall Landlord be responsible for any direct, indirect, punitive and/or consequential damages, whether the same is brought by and/or suffered by Tenant, any sublessees, its or their agents, employees, representatives, invites, and/or others acting by or through the Tenant and/or the sublessees, including, without limitation, any damage, loss, cost, expense, and/or liability relating to or arising from the termination of this Lease in accordance with the terms hereof, regardless of the cause thereof, and hereby releases, defends, indemnifies and holds harmless Landlord from and against any such claims, damages, judgments, demands and/or liabilities. The provisions of this Section 13.3 shall survive any termination of this Lease.

13.4. Yield Up at Termination of Lease. Tenant shall at the expiration or other termination of this Lease remove all Tenant's effects from the Premises. Tenant shall deliver the Premises to Landlord in the condition in which Tenant is required to maintain the same as set forth in this Lease, reasonable wear and tear excepted and fire and other casualty excepted.

13.5. Holding Over. If Tenant or anyone claiming under Tenant shall remain in possession of the Premises or any part thereof after the expiration of the term hereof, without any agreement in writing between Landlord and Tenant with respect thereto, the person remaining in possession shall be deemed a tenant at sufferance. After acceptance by Landlord of any payments made under this Lease, the person remaining in possession shall be deemed a tenant from month-to-month, subject to the provisions of this Lease insofar as the same may be made applicable to a tenant from month-to-month, which occupancy or use may at any time be terminated by either party by one (1) month's written notice to the other party.

13.6. Severability. If any provision of this Lease is declared to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision provided, however, that the remainder of the Lease shall be enforced to the fullest extent permitted by law.

13.7. Binding Agreement; No Waivers; Governing Law; Personal Liability. This Lease contains the entire agreement between Landlord and Tenant, and all prior negotiations and agreements between the parties are merged into this Lease. This Lease shall bind and inure to the benefit of the parties hereto and their respective representatives, successors and assigns. All covenants, agreements, terms and conditions of this Lease shall be construed as covenants running with the land. This Lease shall be governed by the laws of the Commonwealth of Massachusetts. The provisions of those laws shall not be deemed waived by any provision of this Lease.

The failure of either party to seek redress for violation or to insist upon the strict performance of any covenant or condition of this Lease shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of a violation. No provision of this Lease shall be deemed to have been waived by either party unless such waiver is in writing and signed by the party to be bound thereby. The receipt by Landlord of Rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent herein stipulated shall be deemed to be other than an account of the earliest stipulated Rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction. Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy in this Lease. No act by Landlord or its agent shall be deemed an acceptance of a surrender of the Premises or an agreement to accept such surrender unless in writing and signed by Landlord. No employee of Landlord or its agent shall have any power to accept the keys to the Premises and the delivery of the keys shall not operate as a termination of this Lease or surrender of the Premises. The parties acknowledge that the provisions of this paragraph are an essential and material part of this Lease.

No mention in this Lease of any specific right or remedy shall preclude Landlord or Tenant from exercising any other right, or from having any other remedy, or from maintaining any action to which it may otherwise be entitled either in law or in equity.

No official, employee or consultant of the Town of Groton shall be personally liable to Tenant or any partner thereof, or any successor in interest or person claiming through or under Tenant or any such partner, in the event of any default or breach, or for or on account of any amount which may be or become due, or on any claim, cause or obligation whatsoever under the terms of this Lease or any amendment or extension entered into pursuant hereto.

Landlord or Landlord's agents have made no representations or promises with respect to the Premises except as may be expressly set forth by this Lease, and no rights or licenses are acquired by Tenant by implication or otherwise except as expressly set forth by this Lease. The taking possession of the Premises by Tenant shall be conclusive evidence, as against Tenant, that Tenant accepts the Premises and that the same were in good and satisfactory condition at the time such possession was so taken.

13.8. Notice. Any notice, demand, consent or approval required by this Lease relating to the Premises or to the occupancy thereof shall be in writing and shall be deemed delivered when sent by any nationally recognized overnight carrier that routinely issues delivery receipts or mailed by certified mail, postage prepaid, addressed to the other party at the addresses listed in

Section 1.1, or at such other addresses as the parties may from time to time designate by written notice to the other party.

13.9. No Broker. Landlord and Tenant warrant and represent to the other that it has not dealt with any real estate broker in connection with this Lease or leasing opportunity.

[Remainder of Page intentionally left blank. Signatures follow on the following page(s).]

IN WITNESS WHEREOF, this Lease has been executed in duplicate by the parties hereto, under seal.

LANDLORD:

TOWN OF GROTON,
By its Select Board

Rebecca Pine, Chair

Alison Manugian, Vice-Chair

Peter Cunningham, Clerk

Joshua Degen, Member

John Reilly, Member

TENANT:

FRIENDS OF PRESCOTT, INC.

By: _____
Mary Athey Jennings, its duly
authorized President

By: _____
Bruce Howard Easom, its duly
authorized Treasurer