

Middlesex South Registry of Deeds

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Recording Information

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Middlesex South Registry of Deeds
Maria C. Curtatone, Register
208 Cambridge Street
Cambridge, MA 02141
617-679-6300
www.middlesexsouthregistry.com

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LEASE

This lease is made between P&P AUTOMOBILE SERVICES INC, a duly formed Massachusetts Corporation, with a principal place of business 50 Juniper Drive Saugus Ma 01906 herein called Lessor (Landlord) and MYSTIC VALLEY REGIONAL CHARTER SCHOOL a Duly formed Massachusetts Corporation, with a principal place of business of four Laurel Street Malden Ma.02148 herein called Lessee (Tenant).

Lessee hereby offers to lease from Lessor the Vacant Lot situated in the City of Malden, County of Middlesex State of Massachusetts, As described in deed recorded with the Middlesex Registry of Deeds Book 15862 Page 385 TERMS and CONDITIONS:

1. **TERM AND RENT.** Lessor demises the above premises for a term of three (3) years from the date of execution of this document at the annual rental of Seven Thousand Two Hundred (\$7,200.00) Dollars payable in equal installments in advance on the first day of each month for that month's rental, during the term of this lease. All rental payments shall be made to the Lessor, at the address specified above. Unless otherwise agreed to. The tenant shall have the option to renew this lease for two additional three year periods under the same terms and conditions with the exception of the rental payment for the first three year option the rent shall be increased by 10% for the second three year option the rent shall increase an additional 10% .
2. **USE.** Lessee shall use and occupy the premises for the purpose of PARKING LOT. The premises shall be used for no other purpose. Lessor represents that the premises may lawfully be used for such purpose.
3. **CARE AND MAINTENANCE OF PREMISES.** Parties acknowledged that the land is being delivered in its as is condition ..Tenant shall, at his own expense and at all times, maintain the premises in good and safe conditions, including electrical wiring, and any other system or equipment upon the premises, and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted. Tenant during the term shall be responsible for all repairs and maintenance of the leased property.
4. **ALTERATIONS.** Tenant with the aid of Landlord if necessary shall, make any and all alterations, additions, or improvements, in, to or about the premises, necessary for the land to be used for its above stated purpose. Any and all agreed to alterations shall be made by licensed and insured tradesmen, pursuant to permits issued by the City of Malden. All cost and fees shall be paid by the tenant.
5. **ORDINANCES AND STATUTES.** Tenant shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Tenant.

Property Reference: Unimproved land situated at Cross + Josephs Sts, Malden, MA
See Deed at Book 15862, Page 385

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6. ASSIGNMENT AND SUBLETTING. Shall not be allowed..
7. UTILITIES. All applications and connections for necessary utility services on the demised premises shall be made in the name of Tenant only, and Tenant shall be solely liable for utility charges as they become due.
8. ENTRY AND INSPECTION. Tenant shall permit Landlord or Landlord's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Landlord at any time within sixty (60) days prior to the expiration of this lease, to place upon the premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the premises thereafter.
9. POSSESSION. If the parties are unable to deliver possession of the premises at the commencement hereof, Landlord shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but Tenant shall not be liable for any rent until possession is delivered. Lessee may terminate this lease if possession is not delivered within 90 days of the commencement of the term hereof.
10. INDEMNIFICATION OF LANDLORD. LANDLORD shall not be liable for any damage or injury to Tenant or any other person, or to any property, occurring on the demised premises or any part thereof, and Tenant agrees to hold Landlord r harmless from any claim for damages, no matter how caused, with the exception of the sale or assignment of the property.
11. PUBLIC LIABILITY INSURANCE. Tenant will keep in force at its own expense so long as this Lease Agreement remains in effect, public liability insurance with respect to the leased premises in companies and in form acceptable to Landlord with minimum limits of \$500,000 on account of bodily injuries to or death of one person, and \$750,000 on account of bodily injuries to or death of more than one person as the result of any one accident or disaster; and property damage insurance with minimum limits of \$500,000; and Tenant will further deposit the policy of policies of such insurance or certificates thereof, with Landlord. Such policies shall name Landlord and at the request of Landlord its mortgagee, as an additional insured. If Tenant shall not comply with its covenants made in this Section 11, Landlord may, at its option, cause insurance as aforesaid to be issued, and in such event Tenant agrees to pay the premiums for such insurance promptly upon Landlord's demand.
12. EMINENT DOMAIN. If the Land or any part thereof or any estate therein, or any other part of the land materially affecting Tenants use of the land, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to the tenant. Tenant shall not be entitled to any part of the

award for such taking or any payment in lieu thereof, but Tenant may file a claim for any taking of fixtures and improvements owned by Tenant, and for moving expenses.

13. LANDLORD'S REMEDIES ON DEFAULT. If Tenant defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Landlord may give Tenant notice of such default and if Tenant does not cure any such default within 30 days, after the giving of such notice (or if such other default is of such nature that it cannot be completed cured within such period, if Lessee does not commence such curing within such 30 days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Landlord may terminate this lease, but Tenant shall remain liable for any and all sums past due. If this lease shall have been terminated by the Landlord, Tenant may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.
14. ATTORNEY FEES should a legal action be brought for recovery of the premises, each party shall be responsible for their own attorney's fees and costs incurred in connection with such action.
15. WAIVER. No failure of the Landlord to enforce any term hereof shall be deemed to be a waiver.
16. NOTICE. Any notice which either party may, or is required to give, shall be given by mailing the same, postage prepaid, to Tenant and Landlord at the address first written, or at such other places as may be designated by the parties from time to time.



17. HEIRS, ASSIGNS, SUCCESSORS. This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.
18. SUBORDINATION. This lease is and shall be subordinated to all existing and future liens and encumbrances against the property. Tenant hereby agrees to subordinate this lease to any future mortgages Landlord may put on the property.
19. ENTIRE AGREEMENT. The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties' execution hereof: This enter agreement shall be recorded at the Middlesex South District Registry of Deeds once executed
20. AUTHORITY. Each of the parties to the within lease agreement hereby state that they are duly authorized and have full authority to enter into this lease agreement. And they shall be personally liable under the agreement.

Signed this 31 day of October 2023.

✓ By: [Signature]
 Lessee (Tenant)

George Warron
 Chairman of the Board of Directors
 Mystic Valley Regional Charter School

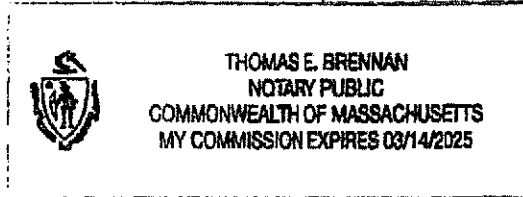
By: [Signature]
 Lessor (Landlord)

Pablo FERRI President
 Treasurer
 P+P Automobile Services, Inc

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COMMONWEALTH OF MASSACHUSETTS

On this ^{5th} day of October, 2023, before me, the undersigned notary public, personally appeared Pablo Ferri, proved to me through satisfactory evidence of identification, which was Massachusetts Driver's License to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose
→ President + Treasurer, P+P Automobile Services, Inc,



A handwritten signature in cursive script, appearing to read "T E Brennan", written over a horizontal dashed line.

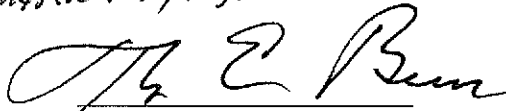
Notary Public.

My Commission Expires

Commonwealth of Massachusetts

On this ^{3rd} day of October 2023 before me the undersigned notary public, personally appeared George Warren, prove to me through satisfactory evidence or identification which was a Massachusetts driver's license to be the person whose name is signed on the proceeding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose.

→ *Chairman of the Board, Mystic Valley Regional Charter School,*



Notary Public

My commission Expires



THOMAS E. BRENNAN
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
MY COMMISSION EXPIRES 03/14/2025