

# BORSELLI GROUP, LLC

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110 WINN STREET, WOBURN, MA 01801 • (781) 935-5030 • (800) 866-1471 (FAX)

## **COMMERCIAL LEASE**

In consideration of the covenants herein contained, **BORSELLI GROUP, LLC.** hereinafter called LESSOR, which expression shall include heirs, successors and assigns where the context so admits, does hereby lease to:

**New Tenant.**, hereinafter called LESEE, which expression shall include successors, executors, administrators, and assigns where the context so admits, and LESSEE hereby leases the premises described in Schedule A attached hereto and incorporate herein.

TO HAVE AND HOLD the leased premises for a term of **2 YEAR** commencing **November 1, 2009 to October 31<sup>st</sup>, 2011** LESSOR and LESEE now covenant and agree that the following terms and conditions shall govern this lease during the term hereof and for such further time as LESSEE shall hold the leased premises

1. **RENT –\$X,XXX.00 per month, \$XX,XXX.00 per year.** All payments to be made to LESSOR or such agent at **110 Winn Street, Woburn, MA 01801** or at such other place, as LESSOR shall from time to time in writing designate. All payments shall be made payable to: “**Borselli Group, LLC**”. The LESSOR shall submit first, last, and a security deposit equal to one months rent for a total move in cost of: **\$X,XXX.00.**
2. **USE OF PREMISES** – LESSEE shall use the leased premises only for such purposes as are legally permitted.
3. **UTILITIES** – LESSOR shall provide equipment required to adequately heat and air-condition the leased premises for normal uses. LESSEE shall pay directly all charges for electricity and telephone. No plumbing or electrical work of any type shall be done without the appropriate municipal permit and inspector’s approval. Water for domestic type sanitary purposes shall be supplied at LESSEE’S expense.
4. **LOCAL REAL ESTATE TAX INCREASES** – LESSEE acknowledges that this lease has been composed based on the City of Woburn’s Real Estate Tax burdens currently imposed on the land & properties of 110 Winn Street. If this tax burden is increased during the term of this lease, the LESSOR reserves the right to modify this Lease with the balance of the leases within the property of 110 Winn Street on a prorated scale in order to cover these additional costs.

5. COMPLIANCE WITH LAWS – LESSEE acknowledges 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 or any municipal by-law or ordinance in force in the city or town in which the leased premises are situated.
6. FIRE INSURANCE – 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 Insurance Services Office (or successor), local Fire Department, or similar body.
7. MAINTENANCE OF PREMISES – LESSOR will be responsible for all structural maintenance of the leased premises and for the maintenance of all interior heating and cooling equipment, damage caused by the negligent acts of LESSEE excepted. LESSEE agrees to maintain at its expense all other aspects of the leased premises in the same condition as they are at the commencement of the term or as they may be put in during the term of this lease, normal wear and tear and damage by fire or other casualty only excepted, and whenever necessary, to replace light bulbs and plate glass and other glass therein, acknowledges that the leased premises are now in good order and the light bulbs and glass whole. LESSEE shall keep the area surrounding the leased premises in a neat and clean condition, depositing all waste in appropriate receptacles. LESSEE shall not permit the leased premises to be overloaded, damaged, stripped or defaced nor suffer any waste.
8. ALTERATIONS – LESSEE shall not make structural alterations of any kind to the leased premises, but may make nonstructural alterations provided LESSOR consents thereto in writing. Which consent shall not be unreasonably withheld or delayed. All such allowed alterations shall be at the LESSSEE'S expense and shall be in quality at least equal to the present construction. LESSEE shall not permit any mechanics' liens, or similar liens, to remain upon the leased premises for labor and materials furnished to LESSEE in connection with work of any character performed or claimed to have been performed at the direction of LESSEE and shall cause any such lien to be released or removed forthwith without cost to LESSOR. Any alterations or improvements made by the LESSEE shall become the property of LESSOR at the termination of the occupancy as provided herein.
9. ASSIGNMENTS - SUBLEASING –LESSEE may not assign or sublet the whole or any part of the leased premises without LESSOR'S prior reasonable written consent. Notwithstanding such consent, LESSEE shall remain liable to LESSOR for the payment of all rent and for the full performance of the covenants and conditions of this lease.
10. SUBORDINATION – This lease shall be subject and subordinate to any and all mortgages, lease or subleases and other instruments in the nature of a mortgage, now or at any time hereafter, and LESSEE shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the

subordination of this lease to said mortgages of other instruments in the nature of a mortgage.

11. LESSOR'S ACCESS – LESSOR or agents of LESSOR may at reasonable time enter to view the leased premises and may remove any signs not approved and affixed as herein provided, and may make repairs and alterations as LESSOR should elect to do and repairs which LESSEE is required but has failed to do, and may show the leased premises to others.
12. SNOW REMOVAL – The plowing of snow from all roadways, access ways and unobstructed parking and loading areas shall be the responsibility of and the sole expense of LESSOR. The control of snow and ice on all steps serving the leased premises and all other areas not readily accessible to plows shall be the sole responsibility of LESSOR.
13. LESSEE LIABILITY INSURANCE – LESSEE shall be solely responsible as between LESSOR and LESSEE for deaths or personal injuries to all persons whomsoever occurring on the leased premises from what ever cause arising and damage to property to whomsoever belonging arising out of the use, control, condition, or occupation of the leased premises by LESSEE; and LESSEE agrees to indemnify and save harmless LESSOR from any and all liability, reasonable expenses, damage, causes of action, suits, claims or judgments, caused by or in anyway growing out of any matters aforesaid, except for death, personal injuries or property damage directly resulting from a negligent act or acts on the part of LESSOR; and LESSEE will secure and carry at its own expense a public liability policy insuring it and LESSOR against any claims based on bodily injury (including death) arising out of the conditions of the leased premises or their use by LESSEE such policy to insure LESSEE and LESSOR against any claim up to FIVE HUNDRED THOUSAND (\$500,000) DOLLARS in the case of one person and up to ONE MILLION (\$1,000,000) DOLLARS in the case of any one accident involving bodily injury (including death) to more then one person, and insuring LESSOR and LESSEE against any claims for damage to property up to an amount of FIVE HUNDRED THOUSAND (\$500,000) DOLLARS.

LESSEE will promptly file with LESSOR certificates showing that such insurance is in force, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be canceled without at least ten (10) days prior written notice to each assured name therein.

14. FIRE, CASUALTY-EMINENT DOMAINE – Should a substantial portion of the leased premises, or of the property of which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, LESSOR may elect to terminate this lease. 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 LESSEE may elect to terminate this lease if;
  - a. LESSOR fails to give written notice within thirty (30) days of intention to restore leased premises, or

- b. LESSOR fails to restore the leased premises to a condition substantially suitable for their intended use within ninety (90) days of said fire, casualty or taking.

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

15. DEFAULT AND BANKRUPTCY – In the event that:

- a. LESSEE shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of LESSEE'S property for the benefit of creditors; or
- b. LESSEE shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after written notice thereof; or
- c. LESSEE shall default in the observance or performance of any other of LESSEE'S covenants, agreements or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof...

Then LESSOR shall have the right thereafter, while such default continues, to reenter and take complete possession of the leased premises, to declare the terms of this lease ended, and to remove LESSEE'S effects, (forcibly if necessary) space without being deemed guilty of any manner of trespass and without prejudice to any remedies which might be otherwise used for arrears of rent or other default or breach of covenant. LESSEE shall indemnify LESSOR against all loss of rent and other payments, which LESSOR may incur by reason of such termination during the residual of the term.

If LESSEE shall default, after reasonable notice thereof, in the observance or performance of any conditions, or covenants on LESSEE'S part to be observed or performed under or by virtue of any of the provisions in any article of this lease, LESSOR, without being under any obligation to do so and without thereby waving such default, may remedy such default for the count and at the expense of LESSEE. If LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith including but not limited to reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid for obligations incurred, with interest at the then existing prime rate shall be paid to LESSOR by LESSEE as additional rent.

In the event that the exploration date of this lease passes without a new lease being executed, and the LESSOR and/or their belongings remain on the property, the LESSEE and the LESSOR agree that the lease continues as a "Tenant at Will" lease with all terms and conditions of original lease, until such time as a new lease is executed.

Notwithstanding the forgoing, LESSEE agrees to pay reasonable attorney's fees incurred by LESSOR in enforcing any or all obligations of LESSEE under this lease at any time.

16. NOTICE – Any notice from LESSOR to LESSEE relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if left at the leased premises addressed to LESSEE, or if mailed to the leased premises, registered or certified mail, return receipt requested, postage prepaid, addressed to LESSEE. Any notice from LESSEE to LESSOR relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to LESSOR by registered or certified mail, return receipt requested, postage prepaid, addressed to LESSOR at such address as LESSOR has last designated.
17. FIRE PREVENTION – LESSEE agrees to provide and maintain approved, labeled fire extinguishers within leased premises as recommended by the Insurance Services Office (or successor organization).
18. OUTSIDE AREA – No goods or things of any type or description shall be held or stored outside the leased premises at any time without the expressed written approval of LESSOR.
19. ENVIRONMENT – LESSEE agrees to maintain efficient and effective devices for preventing and eliminating any odors or smells and will so conduct and operate leased premises as not to interfere with the use and enjoyment of other portions of the same or neighboring buildings by others by reason of odors, noise, accumulation of garbage or trash, vermin or other pests or otherwise.
20. RESPONSIBILITY – LESSOR shall not be held liable to anyone for cessation of any service rendered customarily to said premises or building or agreed to by the terms of this lease, due to any accident, to the making of repairs, alterations or improvements, to labor difficulties, to mechanical breakdowns, to trouble in obtaining fuel, electricity, service or supplies from the sources from which they are usually obtained for said building, or to any cause beyond the LESSOR'S immediate control.
21. SURRENDER – LESSEE shall at the expiration or other termination of this lease remove all of LESSEE'S goods and effects from the leased premises. LESSEE shall deliver to LESSOR the leased premises and all keys, locks thereto, and other fixtures connected therewith and all alterations, additions and improvements made to or upon the leased premises including but not limited to any offices, partitions, plumbing and plumbing fixtures, wooden shelving, counters or signs attached to walls or floors and all electrical work, including but not limited to wiring, conduit, EMT, distribution panels, bus ducts, outlets and disconnects, but specifically not including motors, motor controls or direct wiring from any disconnect to any motor, machine or apparatus. LESSEE shall deliver leased premises broom clean and in the same condition as they were at the commencement of the term, or as they were put in during the term hereof, reasonable wear and tear and damage by fire or other casualty only accepted. In the event of LESSEE'S failure to remove any of LESSEE'S property from the premises, LESSOR is hereby authorized, without liability, to LESSEE without loss or damage thereto and at the sole risk of LESSEE to remove and store any such property at LESSEE'S expense or to retain same under LESSOR'S control or to sell at public or private sale, without notice, any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

22. WAIVERS – No consent or waiver, expressed or implied, by LESSOR to or of any breach of any covenant, condition of duty of LESSEE shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty. If LESSEE is several persons or partnership, LESSEE’S obligations are joint or partnership and also several. Unless repugnant to the context, “LESSOR” and “LESSEE” mean the person or persons, natural or corporate, named above as LESSOR and LESSEE RESPECTIVELY, AND THEIR RESPECTIVE HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS.

23. SECURITY DEPOSIT – Upon the execution of this lease, LESSOR shall continue to hold \$X,XXX.00, which shall be held as security for the LESSEE’S performance as herin provided and refunded to the LESSEE at the end of this lease subject to LESSEE’S satisfactory compliance with the conditions hereof.

IN WITNESS WHEREOF, LESSOR and LESSEE have hereunto set their hands and common seals.

LESSEE: \_\_\_\_\_

**Tenant**

**DATE**

**Street address**

**City, ST Zip**

**xxx-xxx-xxxx**

LESSOR: \_\_\_\_\_

**DATE**

**Borselli Partnership**

**110 Winn Street, Suite 211**

**Woburn, MA 01801**

**978-495-2563**

## SCHEDULE A

A portion of the building located at 110 Winn Street, Woburn, Massachusetts, containing **approximately x,xxx square feet and known as unit xxx**, together with the right to park motor vehicles in common with others.