

TOWN OF ROCKLAND
ZONING BOARD OF APPEALS

TUESDAY, MARCH 21, 2023

APPLICANT: THOMAS P. HEALY, TRUSTEE, GRAPHIC REALTY TRUST

PROPERTY ADDRESS: 443 WEBSTER STREET

Town of Rockland, MA / Division 3: Zoning Bylaws Chapter 415 Zoning
[HISTORY: **Adopted 3-4-1958 ATM, Art. 55;** printed as compiled in 1993
(source document: 5-1-2005 printing), as amended through 5-7-2018 ATM,
Art. 71. Subsequent amendments noted where applicable.]

Title History:

Thomas P. Healy, Jr., to Thomas P. Healy, Jr., as he is Trustee of Graphic Realty Trust July 31,
1984 Plymouth Registry of Deeds, Book 5733, Page 250.

Thomas P. Healy, Jr., and Joyce R. Healy, to Thomas P. Healy, Jr., June 11, 1984 Plymouth
Registry of Deeds, Book 5670, Page 230.

George D. Johnson to Thomas P. Healy, Jr. and Joyce R. Healy, tenants by the entirety,
February 3, 1983 Plymouth Registry of Deeds, Book 5291, Page 219.

Howard W. Frye to Howard W. Frye and George D. Johnson, Joint Tenants, November 5, 1979
Plymouth Registry of Deeds, Book 4751, Page 39.

Geraldine Gelinas to Howard W. Frye, et ux., Plymouth Registry of Deeds, May 2, 1952
Book 2206, Page 123.

Additional Information attached:

Leases with:

- Jim Stewart, Stewart Fence Co.
- David A. and Patricia M. Juffre, Green Horizons Lawn Care

Stewart Fence
STANDARD FORM COMMERCIAL LEASE

FROM THE OFFICE OF

BAY #4

Member Greater Boston Real Estate Board

1. PARTIES
(fill in)

LESSOR, which expression shall include *DEBRA HEALY*
context so admits, does hereby lease to *THOMAS HEALY* heirs, successors, and assigns where the

2. PREMISES
(fill in and include,
if applicable, suite
number, floor
number, and square
feet.)

LESSEE, which expression shall include *JIM STEWART*
STEWART FENCE CO., successors, executors, administra-
tors, and assigns where the context so admits, and the LESSEE hereby leases the following described premises:

*BAY #4 APPROX. 400 SQ. FT. AND YARDSPACE APPROX. 600 SQ. FT.
FENCED IN AREA. FENCING SUPPLIED AND INSTALLED BY
STEWART FENCE CO., LOCATED AT 443 WEBSTER ST. ROCKLAND, MA*

*1/2/15 MOVED TO
BAY #6*

together with the right to use in common, with others entitled thereto, the hallways, stairways, and elevators,
necessary for access to said leased premises, and lavatories nearest thereto

3. TERM
(fill in)

The term of this lease shall be for *ONE YEAR*
commencing on *4/4/12* and ending on *4/5/13*

4. RENT
(fill in)

The LESSEE shall pay to the LESSOR rent at the rate of *400.00* dollars
per year, payable in advance in monthly installments of *400.00*

5. SECURITY
DEPOSIT
(fill in)

Upon the execution of this lease, the LESSEE shall pay to the LESSOR the amount of
dollars, which shall be held as a security for the LESSEE's performance as herein provided and refunded to the
LESSEE at the end of this lease subject to the LESSEE's satisfactory compliance with the conditions hereof

6. RENT
ADJUSTMENT

~~If in any ten year commencing with the fiscal year, the real estate taxes on the land and buildings, of
which the leased premises are a part, are in excess of the amount of the real estate taxes thereon for the fiscal
year (hereinafter called the "Base Year"), LESSEE will pay to LESSOR as additional rent hereunder,
when and as designated by notice in writing by LESSOR, per cent of such excess that may occur in
each year of the term of this lease or any extension or renewal thereof and proportionately for any part of a
fiscal year. If the LESSOR obtains an abatement of any such excess real estate tax, a proportionate share of
such abatement, less the reasonable fees and costs incurred in obtaining the same, if any, shall be refunded to
the LESSEE.~~

A. TAX
ESCALATION
(fill in or delete)

B. OPERATING
COST
ESCALATION
(fill in or delete)

~~The LESSEE shall pay to the LESSOR as additional rent hereunder when and as designated by notice in writing
by LESSOR, per cent of any increase in operating expenses over those incurred during the calendar
year. Operating expenses are defined for the purposes of this agreement as:~~

~~This increase shall be prorated should this lease be in effect with respect to only a portion of any calendar year.~~

C. CONSUMER
PRICE
ESCALATION
(fill in or delete)

~~(1) LESSEE agrees that in the event the "Consumer Price Index for Urban Wage Earners and Clerical Workers,
U. S. City Average, All Items (1967 = 100)" (hereinafter referred to as the "Price Index") published by the
Bureau of Labor Statistics of the United States Department of Labor, or any comparable successor or substitute
index designated by the LESSOR appropriately adjusted, reflects an increase in the cost of living over and above
the cost of living as reflected by the Price Index for the month of, 19 (hereinafter called
the "Base Price Index"), the Base Rent shall be adjusted in accordance with sub-paragraph (2) of this Article.~~



~~(2) Commencing as of the first anniversary of the Term Commencement Date, there shall be an adjustment (hereinafter referred to as "Adjustment") in the Basic Rent calculated by multiplying the Basic Rent set forth in Article 4 of the lease by a fraction, the numerator of which shall be the Price Index for the month of 19 and the denominator of which (for each such fraction) shall be the Base Price Index; PROVIDED, HOWEVER, no Adjustment shall reduce the Basic Rent as previously payable in accordance with this Article or in Article 4 of this lease.~~

~~(3) In the event the Price Index ceases to use the 1967 average of 100 as the basis of calculation, or if a substantial change is made in the terms or number of items contained in the Price Index, then the Price Index shall be adjusted to the figure that would have been arrived at had the manner of computing the Price Index in effect at the date of this lease not been changed.~~

7. UTILITIES

**delete "air conditioning" if not applicable*

The LESSEE shall pay, as they become due, all bills for electricity and other utilities (whether they are used for furnishing heat or other purposes) that are furnished to the leased premises and presently separately metered, and all bills for fuel furnished to a separate tank servicing the leased premises exclusively. The LESSOR agrees to provide all other utility service and to furnish reasonably hot and cold water and reasonable heat and air conditioning* (except to the extent that the same are furnished through separately metered utilities or separate fuel tanks as set forth above) to the leased premises, the hallways, stairways, elevators, and lavatories during normal business hours on regular business days of the heating and air conditioning* seasons of each year, to furnish elevator service and to light passageways and stairways during business hours, and to furnish such cleaning service as is customary in similar buildings in said city or town, all subject to interruption due to any accident, to the making of repairs, alterations, or improvements, to labor difficulties, 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 control.

LESSOR shall have no obligation to provide utilities or equipment other than the utilities and equipment within the premises as of the commencement date of this lease. 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.

8. USE OF LEASED PREMISES (fill in)

The LESSEE shall use the leased premises only for the purpose of

STORAGE OF FENCING MATERIAL & EQUIPMENT (NO RETAIL SALES)

9. COMPLIANCE WITH LAWS

The 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 premises are situated. *ALSO NO HAZARDOUS*

10. FIRE INSURANCE

OR TOXIC MATERIALS TO BE STORED OR USED IN OR ON THE PROPERTY
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 on demand reimburse the LESSOR, and all other tenants, all extra insurance premiums caused by the LESSEE's use of the premises.

11. MAINTENANCE

A. LESSEE'S OBLIGATIONS

The LESSEE agrees to maintain the leased premises in good condition, damage by fire and other casualty only excepted, and whenever necessary, to replace plate glass and other glass therein, acknowledging that the leased premises are now in good order and the glass whole. The LESSEE shall not permit the leased premises to be over loaded, damaged, stripped, or defaced, nor suffer any waste. LESSEE shall obtain written consent of LESSOR before erecting any sign on the premises.

B. LESSOR'S OBLIGATIONS

The LESSOR agrees to maintain the structure of the building of which the leased premises are a part in the same condition as it is at the commencement of the term or as it may be put in during the term of this lease, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance is required because of the LESSEE or those for whose conduct the LESSEE is legally responsible.

12. ALTERATIONS - ADDITIONS

The LESSEE shall not make structural alterations or additions to the leased premises, but may make non-structural alterations provided the LESSOR consents thereto in writing, which consent shall not be unreasonable, withheld or delayed. All such allowed alterations shall be at LESSEE'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 material furnished to LESSEE or claimed to have been 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 of record forthwith without cost to LESSOR. Any alterations or improvements made by the LESSEE shall become the property of the LESSOR at the termination of occupancy as provided herein.

13. ASSIGNMENT - SUBLEASING

The LESSEE shall not assign or sublet the whole or any part of the leased premises without LESSOR's prior 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.

LESSOR'S
ACCESS

This lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property of which the leased premises are a part and the 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, deeds of trust or other such instruments in the nature of a mortgage.

The LESSOR or agents of the LESSOR may, at reasonable times, enter to view the leased premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as LESSOR should elect to do and may show the leased premises to others, and at any time within three (3) months before the expiration of the term, may affix to any suitable part of the leased premises a notice for letting or selling the leased premises or property of which the leased premises are a part and keep the same so affixed without hindrance or molestation.

16. INDEMNIFICATION
AND LIABILITY
(fill in)

The LESSEE shall save the LESSOR harmless from all loss and damage occasioned by anything occurring on the leased premises unless caused by the negligence or misconduct of the LESSOR, and from all loss and damage wherever occurring occasioned by any omission, fault, neglect or other misconduct of the LESSEE. The removal of snow and ice from the sidewalks bordering upon the leased premises shall be responsibility.

17. LESSEE'S
LIABILITY
INSURANCE
(fill in)

The LESSEE shall maintain with respect to the leased premises and the property of which the leased premises are a part comprehensive public liability insurance in the amount of [REDACTED] with property damage insurance in limits of [REDACTED] in responsible companies qualified to do business in Massachusetts and in good standing therein insuring the LESSOR as well as LESSEE against injury to persons or damage to property as provided. The LESSEE shall deposit with the LESSOR certificates for such insurance at or prior to the commencement of the term, 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 cancelled without at least ten (10) days prior written notice to each assured named therein. **NOTE: LESSOR SHALL BE NAMED AS ADDITIONAL INSURED IN POLICY**

18. FIRE,
CASUALTY —
EMINENT
DOMAIN

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, the 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 the LESSEE may elect to terminate this lease if:

- The LESSOR fails to give written notice within thirty (30) days of intention to restore leased premises, or
- The 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.

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.

19. DEFAULT
AND
BANKRUPTCY
(fill in)

In the event that:

- The 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
- The LESSEE shall default in the observance or performance of any other of the LESSEE's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or
- The 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,

then the LESSOR shall have the right thereafter, while such default continues, to re-enter and take complete possession of the leased premises, to declare the term of this lease ended, and remove the LESSEE's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The LESSEE shall indemnify the LESSOR against all loss of rent and other payments which the LESSOR may incur by reason of such termination during the residue of the term. If the 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, the LESSOR, 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 the LESSEE. If the 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 or obligations incurred, with interest at the rate of 18 1/2 per cent per annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent.

20. NOTICE
(fill in)

Any notice from the LESSOR to the LESSEE relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if left at the leased premises addressed to the LESSEE, or if mailed to the leased premises, registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSEE. Any notice from the LESSEE to the LESSOR relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to the LESSOR by registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSOR at such address as the LESSOR may from time to time advise in writing. All rent notices shall be paid and sent to the LESSOR at

21. SURRENDER

The LESSEE shall at the expiration or other termination of this lease remove all LESSEE's goods and effects from the leased premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the leased premises). LESSEE shall deliver to the LESSOR the leased premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the leased premises, in good condition, damage by fire or other casualty only excepted. In the event of the LESSEE's failure to remove any of LESSEE's property from the premises, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to remove and store any of the property at LESSEE's expense, or to retain same

DEBRA HEALY 443 WEBSTER ST. ROCKLAND, MA 02370

22. BROKERAGE
(fill in or delete)

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.

~~The Broker(s) named herein~~

~~warrant(s) that he (they) is (are) duly licensed as such by the Commonwealth of Massachusetts, and join(s) in this agreement and become(s) a party hereto, insofar as any provisions of this agreement expressly apply to him (them), and to any amendments or modifications of such provisions to which he (they) agree(s) in writing.~~

~~LESSOR agrees to pay the above-named Broker upon the term commencement date a fee for professional services of~~

~~or pursuant to Broker's attached commission schedule. The LESSEE warrants and represents that it has dealt with no other broker entitled to claim a commission in connection with this transaction and shall indemnify the LESSOR from and against any such claim, including without limitation reasonable attorneys' fees incurred by the LESSOR in connection therewith.~~

Except as may be otherwise expressly set forth herein, the LESSEE shall accept the leased premises "as is" in their condition as of the commencement of the term of this lease, and the LESSOR shall be obligated to perform no work whatsoever in order to prepare the leased premises for occupancy by the LESSEE.

In the event that the LESSOR is prevented or delayed from making any repairs or performing any other covenant hereunder by reason of any cause reasonably beyond the control of the LESSOR, the LESSOR shall not be liable to the LESSEE therefor nor, except as expressly otherwise provided in case of casualty or taking, shall the LESSEE be entitled to any abatement or reduction of rent by reason thereof, nor shall the same give rise to a claim by the LESSEE that such failure constitutes actual or constructive eviction from the leased premises or any part thereof.

If rent or any other sum payable hereunder remains outstanding for a period of ten (10) days, the LESSEE shall pay to the LESSOR a late charge equal to one and one-half percent (1.5%) of the amount due for each month or portion thereof during which the arrearage continues.

No owner of the property of which the leased premises are a part shall be liable hereunder except for breaches of the LESSOR's obligations occurring during the period of such ownership. The obligations of the LESSOR shall be binding upon the LESSOR's interest in said property, but not upon other assets of the LESSOR, and no individual partner, agent, trustee, stockholder, officer, director, employee or beneficiary of the LESSOR shall be personally liable for performance of the LESSOR's obligations hereunder.

It is also understood and agreed that

- A RENT IS DUE ON OR BEFORE THE 1ST OF EACH MONTH
- B ^{SERVICE} TRASH IS NOT PROVIDED TO LESSOR
- C COURTESY TO OUR NEIGHBORS IS A MUST

RECEIVED
ST & LAST
MONTH OCT 2011

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this 4TH day of APRIL 2012

LESSEE JIM STEWART

LESSOR THOMAS HEALY

LESSOR DEBRA HEALY

LESSEE STEWART FENCE CO.

HOME # 781-293-0359

~~-BROKER(S)-~~

Green Horizons Lawn Care

STANDARD FORM COMMERCIAL LEASE

1. PARTIES
(fill in)

LESSOR, which expression shall include THOMAS HEALY heirs, successors, and assigns where the context so admits, does hereby lease to

2. PREMISES
(fill in and include, if applicable, suite number, floor number, and square feet)

LESSEE, which expression shall include DAVID M. & PATRICIA A. JUFFRE ^{SEE COPY OF MASS. DRIVER'S LICENSE ATTACHED} successors, executors, administrators, and assigns where the context so admits, and the LESSEE hereby leases the following described premises:
BAY #7- ALSO OUTDOOR SPACE FOR (1) TRUCK (1) TRAILER (1) SNOW PLOW.
ALSO PARKING FOR (2) EMPLOYEE CARS IN SIDE PARKING LOT.
PROPERTY LOCATED AT 437R WEBSTER ST. ROCKLAND MA.

3. TERM
(fill in)

together with the right to use in common, with others entitled thereto, the hallways, stairways, and elevators, necessary for access to said leased premises, and lavatories nearest thereto.

The term of this lease shall be for ONE YEAR commencing on SEPT. 1 2004

and ending on AUG. 30, 2005

4. RENT
(fill in)

The LESSEE shall pay to the LESSOR rent at the rate of [REDACTED] dollars per year, payable in advance in monthly installments of [REDACTED]

5. SECURITY DEPOSIT
(fill in)

Upon the execution of this lease, the LESSEE shall pay to the LESSOR the amount of [REDACTED] dollars, which shall be held as a security for the LESSEE's performance as herein provided and refunded to the LESSEE at the end of this lease subject to the LESSEE's satisfactory compliance with the conditions hereof.

6. RENT ADJUSTMENT

A. TAX ESCALATION
(fill in or delete)

1ST & LAST MONTHS RENT IN ADVANCE
~~If in any tax year commencing with the fiscal year, the real estate taxes on the land and buildings, of which the leased premises are a part, are in excess of the amount of the real estate taxes thereon for the fiscal year (hereinafter called the "Base Year"), LESSEE will pay to LESSOR as additional rent hereunder, when and as designated by notice in writing by LESSOR, per cent of such excess that may occur in each year of the term of this lease or any extension or renewal thereof and proportionately for any part of a fiscal year. If the LESSOR obtains an abatement of any such excess real estate tax, a proportionate share of such abatement, less the reasonable fees and costs incurred in obtaining the same, if any, shall be refunded to the LESSEE.~~

B. OPERATING COST ESCALATION
(fill in or delete)

~~DELETED~~
 The LESSEE shall pay to the LESSOR as additional rent hereunder when and as designated by notice in writing by LESSOR, per cent of any increase in operating expenses over those incurred during the calendar year. Operating expenses are defined for the purposes of this agreement as:

C. CONSUMER PRICE ESCALATION
(fill in or delete)

~~This increase shall be prorated should this lease be in effect with respect to only a portion of any calendar year.~~
~~DELETED~~
 (1) LESSEE agrees that in the event the "Consumer Price Index for Urban Wage Earners and Clerical Workers, U. S. City Average, All Items (1967 = 100)" (hereinafter referred to as the "Price Index") published by the Bureau of Labor Statistics of the United States Department of Labor, or any comparable successor or substitute index designated by the LESSOR appropriately adjusted, reflects an increase in the cost of living over and above the cost of living as reflected by the Price Index for the month of 19 (hereinafter called the "Base Price Index"), the Basic Rent shall be adjusted in accordance with sub paragraph (2) of this Article.



C.
CONTINUED
DELETED

~~(2) Commencing as of the first anniversary of the Term Commencement Date, there shall be an adjustment (hereinafter referred to as "Adjustment") in the Basic Rent calculated by multiplying the Basic Rent set forth in Article 4 of the lease by a fraction, the numerator of which shall be the Price Index for the month of 19 and the denominator of which (for each such fraction) shall be the Base Price Index; PROVIDED, HOWEVER, no Adjustment shall reduce the Basic Rent as previously payable in accordance with this Article or in Article 4 of this lease.~~

~~(3) In the event the Price Index ceases to use the 1967 average of 100 as the basis of calculation, or if a substantial change is made in the terms or number of items contained in the Price Index, then the Price Index shall be adjusted to the figure that would have been arrived at had the manner of computing the Price Index in effect at the date of this lease not been changed.~~

7. UTILITIES

*delete "air-conditioning"
if not applicable

NO
UTILITIES
INCLUDED

The LESSEE shall pay, as they become due, all bills for electricity and other utilities (whether they are used for furnishing heat or other purposes) that are furnished to the leased premises and presently separately metered, and all bills for fuel furnished to a separate tank servicing the leased premises exclusively. The LESSOR agrees to provide all other utility service and to furnish reasonably hot and cold water and reasonable heat and air conditioning* (except to the extent that the same are furnished through separately metered utilities or separate fuel tanks as set forth above) to the leased premises, the hallways, stairways, elevators, and lavatories during normal business hours on regular business days of the heating and air conditioning* seasons of each year, to furnish elevator service and to light passageways and stairways during business hours, and to furnish such cleaning service as is customary in similar buildings in said city or town, all subject to interruption due to any accident, to the making of repairs, alterations, or improvements, to labor difficulties, 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 control.

LESSOR shall have no obligation to provide utilities or equipment other than the utilities and equipment within the premises as of the commencement date of this lease. 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.

8. USE OF LEASED PREMISES (fill in)

The LESSEE shall use the leased premises only for the purpose of LAWN CARE BUSINESS
STORAGE OF TOOLS & EQUIPMENT AS PREVIOUSLY MENTIONED.

9. COMPLIANCE WITH LAWS

The 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 premises are situated. ALSO NO HAZARDOUS, TOXIC MATERIALS TO BE STORED OR USED IN BUILDING OR PROPERTY.

10. FIRE INSURANCE

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 on demand reimburse the LESSOR, and all other tenants, all extra insurance premiums caused by the LESSEE's use of the premises.

11. MAINTENANCE

A. LESSEE'S OBLIGATIONS

The LESSEE agrees to maintain the leased premises in good condition, damage by fire and other casualty only excepted, and whenever necessary, to replace plate glass and other glass therein, acknowledging that the leased premises are now in good order and the glass whole. The LESSEE shall not permit the leased premises to be over loaded, damaged, stripped, or defaced, nor suffer any waste. LESSEE shall obtain written consent of LESSOR before erecting any sign on the premises.

B. LESSOR'S OBLIGATIONS

The LESSOR agrees to maintain the structure of the building of which the leased premises are a part in the same condition as it is at the commencement of the term or as it may be put in during the term of this lease, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance is required because of the LESSEE or those for whose conduct the LESSEE is legally responsible.

12. ALTERATIONS — ADDITIONS

The LESSEE shall not make structural alterations or additions to the leased premises, but may make non-structural alterations provided the LESSOR consents thereto in writing, which consent shall not be unreasonably withheld or delayed. All such allowed alterations shall be at LESSEE'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 material furnished to LESSEE or claimed to have been 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 of record forthwith without cost to LESSOR. Any alterations or improvements made by the LESSEE shall become the property of the LESSOR at the termination of occupancy as provided herein.

13. ASSIGNMENT — SUBLEASING

The LESSEE shall not assign or sublet the whole or any part of the leased premises without LESSOR's prior 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.

SUBORDINATION

This lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property of which the leased premises are a part and the 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, deeds of trust or other such instruments in the nature of a mortgage.

LESSOR'S ACCESS

The LESSOR or agents of the LESSOR may, at reasonable times, enter to view the leased premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as LESSOR should elect to do and may show the leased premises to others, and at any time within three (3) months before the expiration of the term, may affix to any suitable part of the leased premises a notice for letting or selling the leased premises or property of which the leased premises are a part and keep the same so affixed without hindrance or molestation.

**16. INDEMNIFICATION AND LIABILITY
(fill in)**

The LESSEE shall save the LESSOR harmless from all loss and damage occasioned by the use or escape of water or by the bursting of pipes, as well as from any claim or damage resulting from neglect in not removing snow and ice from the roof of the building or from the sidewalks bordering upon the premises so leased, or by any nuisance made or suffered on the leased premises, unless such loss is caused by the neglect of the LESSOR. The removal of snow and ice from the sidewalks bordering upon the leased premises shall be *LESSEE'S* responsibility.

**17. LESSEE'S LIABILITY INSURANCE
(fill in)**

The LESSEE shall maintain with respect to the leased premises and the property of which the leased premises are a part comprehensive public liability insurance in the amount of *\$1,000,000* with property damage insurance in limits of *\$1,000,000* in responsible companies qualified to do business in Massachusetts and in good standing therein insuring the LESSOR as well as LESSEE against injury to persons or damage to property as provided. The LESSEE shall deposit with the LESSOR certificates for such insurance at or prior to the commencement of the term, 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 cancelled without at least ten (10) days prior written notice to each assured named therein. *NOTE!*

18. FIRE, CASUALTY - EMINENT DOMAIN

LESSOR SHALL BE NAMED AS ADDITIONAL INSURED IN POLICY
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, the 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 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 ninety (90) 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.

**19. DEFAULT AND BANKRUPTCY
(fill in)**

In the event that:

- (a) The LESSEE shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for *1(7)* days after written notice thereof; or
- (b) The LESSEE shall default in the observance or performance of any other of the LESSEE's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or
- (c) The 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,

then the LESSOR shall have the right thereafter, while such default continues, to re-enter and take complete possession of the leased premises, to declare the term of this lease ended, and remove the LESSEE's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The LESSEE shall indemnify the LESSOR against all loss of rent and other payments which the LESSOR may incur by reason of such termination during the residue of the term. If the 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, the LESSOR, 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 the LESSEE. If the 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 or obligations incurred, with interest at the rate of *10%* per cent per annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent.

**20. NOTICE
(fill in)**

Any notice from the LESSOR to the LESSEE relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if left at the leased premises addressed to the LESSEE, or if mailed to the leased premises, registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSEE. Any notice from the LESSEE to the LESSOR relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to the LESSOR by registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSOR at such address as the LESSOR may from time to time advise in writing. All rent notices shall be paid and sent to the LESSOR at

THOMAS HEALY 437 R WEBSTER ST. ROCKLAND MA. 02370

RENDER

The LESSEE shall at the expiration or other termination of this lease remove all LESSEE's goods and effects from the leased premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the leased premises). LESSEE shall deliver to the LESSOR the leased premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the leased premises, in good condition, damage by fire or other casualty only excepted. In the event of the LESSEE's failure to remove any of LESSEE's property from the premises, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to remove and store any of the 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. ~~BROKERAGE~~
(fill in or delete)

~~The Broker(s) named herein~~

~~warrant(s) that he (they) is (are) duly licensed as such by the Commonwealth of Massachusetts, and join(s) in this agreement and become(s) a party hereto, insofar as any provisions of this agreement expressly apply to him (them), and to any amendments or modifications of such provisions to which he (they) agree(s) in writing.~~

~~LESSOR agrees to pay the above-named Broker upon the term commencement date a fee for professional services of~~

~~or pursuant to Broker's attached commission schedule.~~

23. OTHER
PROVISIONS

It is also understood and agreed that

- (1) LESSEE MAY IMPROVE INTERIOR BY PAINTING, SHEDDING ETC.
(2) RENT IS DUE ON OR BEFORE THE 1ST OF EACH MONTH
(3) LESSOR AGREES TO EXTEND TO LESSEE A 2ND ONE YEAR LEASE OPTION FOR [REDACTED]
* SUBJECT TO DISCUSSION

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this 31ST day of AUGUST, 19 2004

LESSEE

LESSOR

LESSEE

LESSOR

HONE #
CELL #

BROKER(S)

10/04 CR# 6574 200.00 TO HOLD
CR# 6563 600
+ 800 TOTAL