

May 9, 2020

Thomas J. Ambrose, Superintendent
Sandown Regional School District
PO Box 429
Kingston, NH 03848

RE: 31A Main Street, Newton, New Hampshire
Lease from Sanborn Regional School District to
Seacoast Learning Collaborative

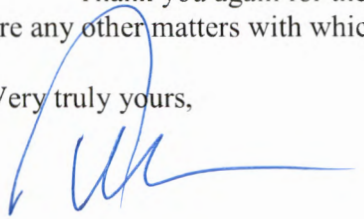
Dear Tom:

Enclosed is one of the fully signed originals of the Lease Agreement with Seacoast Learning Collaborative for your files. Please retain it at a location which allows for its safekeeping and future reference.

In the event that the School District reaches an agreement with SLC on the installation of a ropes course, I recommend that the agreement be memorialized in a written amendment to the Lease. I would be happy to help with that if you wish.

Thank you again for the opportunity to work with Matt and you on this matter. If there are any other matters with which we can assist, please do not hesitate to call us.

Very truly yours,



Thomas R. Watson

May 9, 2020

Edward E. Lawson, Esq.
Edward Larson Law Office
PO Box 1113
Belmont, NH 03220

RE: 31A Main Street, Newton, New Hampshire
Lease from Sanborn Regional School District to
Seacoast Learning Collaborative

Dear Ed:

Enclosed is one of the originals of the Lease Agreement between Sanborn Regional School District and Seacoast Learning Collaborative for your files. You will note the SLC signature page is a photocopy only because SLC only sent one original to me.

Kindly send a copy of the Lease to SLC as I have not done so directly.

Thank you again for your efforts in facilitating the parties' agreement on this Lease.

Very truly yours,



Thomas R. Watson

cc: Thomas J. Ambrose, Superintendent

LEASE AGREEMENT

between

**SANBORN REGIONAL SCHOOL DISTRICT
("Landlord")**

and

**SEACOAST LEARNING COLLABORATIVE
("Tenant")**

July 1, 2020

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is effective as of the 1st day of July, 2020, by and between **SANBORN REGIONAL SCHOOL DISTRICT**, a New Hampshire public corporation having a mailing address of PO Box 429, 51 Church Street, Kingston, New Hampshire 03848 (hereinafter referred to as the "Landlord"), and **SEACOAST LEARNING COLLABORATIVE**, a New Hampshire not-for-profit corporation, having a mailing address of 73 Pickering Road, Suite 102, Rochester, New Hampshire 03839 (hereinafter referred to as the "Tenant").

ARTICLE I

Premises

Landlord hereby Leases to Tenant, and Tenant hereby Leases from Landlord, upon and subject to the terms and provisions of this Lease, a portion of certain land and buildings thereon located at and known as 31A Main Street, Newton, New Hampshire, formerly known as the Sanborn Regional Middle School (the "Premises"). The property of which the Premises is a part is shown on the Tax Maps of the Town of Newton as Parcel 06-07-04 and Parcel 06-06-05 and consists of two school buildings with associated structures, driveways, walkways and parking areas, playing fields, athletic facilities and other improvements on approximately 26.55 acres of land (the "Property"). The Premises is that portion of the former middle school building (the "Building") on the Property more particularly described in Exhibits A-1, A-2 and A-3, attached hereto.

During the Term of this Lease, Tenant shall have, as appurtenant to the Premises, the non-exclusive right to use and to permit its students, employees and invitees to use, in common with others entitled thereto, the driveways, walkways, stairways, entrances, parking lots and parking spaces, and docks on the Property adjacent to the Premises for purposes (not otherwise prohibited in this Lease) necessary to its use of the Premises as a school. Tenant's right to park motor vehicles shall be limited to designated parking spaces in the parking lot in the front of the Building, as shown enclosed in red lines on Exhibit A-3, at any time between the hours of 7:00 a.m. and 5:00 p.m. No overnight parking after 7:00 p.m. and before 6:00 a.m. shall be permitted. Landlord reserves the right to designate and re-designate the parking spaces to be used by Tenant from time to time. During the Term of this Lease, Tenant shall also have, as appurtenant to the Premises, the non-exclusive right to use and to permit its students to use, in common with others entitled thereto, certain playing fields and athletic facilities on the Property, as shown enclosed in blue lines on Exhibit A-3, for organized student sports and recreation. Tenant's use of the playing fields and the athletic facilities on the Property shall be subject to Landlord's use of such fields and facilities for its students and Tenant shall refrain from scheduling its activities at times which conflict with those of Landlord. Tenant's use of the playing fields and athletic facilities shall be limited to the hours of 7:15 a.m. to 3:15 p.m. Tenant's use of the driveways, walkways, stairways, entrances, docks, parking spaces, parking lots, playing fields and athletic facilities shall also be subject to such rules and regulations as are adopted by the Landlord from time to time.

During the term of this Lease, Tenant shall also have the right to use certain excess furniture, furnishings, trade fixtures and equipment owned by the Landlord and situated in the Building but outside the Premises at the time of the commencement of this Lease. During the term of this Lease, Tenant shall also have the right to use the Landlord's phone system currently in the Premises. Provided, however, all such furniture, furnishings, trade fixtures, equipment selected by the Tenant (as provided hereinafter) and the telephone system (collectively, the "Landlord's Personal Property") are made available for use by the Tenant "As Is, With All Faults" and in their then-existing condition. Tenant acknowledges and agrees that no representation, statement, or warranty, expressed or implied, has been made by or on behalf of the Landlord as to such condition, or as to the use that may be made of such Landlord's Personal Property. On or before July 15, 2020, Tenant shall provide Landlord with a written list of all items of Landlord's Personal Property that Tenant has selected for its use. Tenant shall thereafter have until August 15, 2020 to move the selected items into the Premises. All of Landlord's Personal Property moved into the Premises shall thereafter be maintained and repaired by Tenant so that the same are in good repair and condition and free from any defects or conditions which may cause injury or loss to Tenant's students, employees, agents, and invitees and others. All of Landlord's Personal Property shall remain the property of the Landlord and shall not be removed from the Premises during the term of this lease or on or after the expiration or earlier termination thereof. Tenant shall return such items of Landlord's Personal Property to Landlord at the expiration or earlier termination of this Lease in good condition and repair, reasonable wear and tear excepted.

ARTICLE II

Term of Lease

2.1 Term. Unless sooner terminated or extended as hereinafter provided, the term of this Lease shall be for a period of five (5) years commencing at 12:01 AM on July 1, 2020, and ending at 11:59 PM on June 30, 2025 (the "Term").

2.2 Option to Renew. So long as (a) Tenant is not in default under the terms of this Lease at the time of exercising the option, and (b) Tenant shall not become in default under this Lease after exercising the option and before the commencement of the renewal term, Tenant shall have an option to renew this Lease for one (1) additional term of five (5) years (the "Renewal Term"). The option shall be exercised by Tenant giving written notice to Landlord of Tenant's intent to exercise the option on or before that date which is six (6) months prior to the expiration of the Term of this Lease. If Tenant fails to timely exercise the option, the option shall expire and the Lease shall terminate at the end of the Term, unless terminated earlier in accordance with the terms of this Lease. All the terms and conditions as recited in this Lease shall continue during the Renewal Term, except that there shall be no further options to renew this Lease. Once the option is exercised, the Renewal Term to which it appertains shall be included in the Term of this Lease.

ARTICLE III

Rent

3.1 Base Rent. Commencing on July 1, 2020, Tenant shall pay to Landlord rent in the amount of One Hundred and Forty Thousand Dollars (\$140,000.00) per year (the "Base Rent"), payable in equal monthly installments of Eleven Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$11,666.67) per month, in advance on the first day of each month through June 30, 2023. Rent for July 2020 shall be paid upon execution of this Lease.

3.2 Adjustments in Base Rent. Commencing on July 1, 2023 and adjusting on July 1 of each year of the Term or Renewal Term thereafter, Base Rent shall increase or decrease by the percentage increase or decrease in the Consumer Price Index, if any, during the immediately preceding lease year. The percentage increase or decrease in the Consumer Price Index shall mean a fraction, the numerator of which is the Consumer Price Index published immediately preceding the lease year to which the adjustment will apply and the denominator of which is the Consumer Price Index published immediately preceding the commencement date of the year immediately preceding the applicable year. "Consumer Price Index" as used herein shall mean the Consumer Price Index for All Urban Consumer, All Items (CPI-U), Northeast Region (1982-84 =100), as published bimonthly (or if the same shall no longer be published bimonthly, on the most frequent basis available) by the Bureau of Labor Statistics, United States Department of Labor (the "BLS") (but if such is subject to adjustment later, the later adjusted index shall be used). If the BLS shall cease publishing the Consumer Price Index, Landlord shall select another nationally recognized publisher of similar statistical information. The adjusted rent shall be the new Base Rent of the Premises effective as of the first day of the applicable lease year. Provided, however, in no event shall the Base Rent be decreased below One Hundred and Forty Thousand Dollars (\$140,000.00) per year due to changes in the Consumer Price Index. Tenant shall continue payment of the Base Rent in effect with the expiring lease year until notified by Landlord of any increase in such Base Rent. Such notification shall include a memorandum showing the calculations used by the Landlord in determining the new Base Rent. On the first day of the calendar month immediately succeeding receipt of such notice, Tenant shall commence payment of the new Base Rent specified in the notice, and shall also pay to Landlord with respect to the month(s) already expired, the excess of the required monthly Base Rent specified in the notice over the monthly amounts actually paid by Tenant. In the event the Base Rent shall decrease, Tenant shall be entitled to reduce the Base Rent for the calendar month immediately succeeding receipt of such notice by the total of all Base Rent actually paid by Tenant in excess of the new monthly Base Rent specified in the notice during the month(s) of the new Term year already expired.

3.3 Payment of Rent. Unless and until otherwise directed in writing by Landlord, all payments of Rent shall be made to Landlord via electronic funds transfer through the automated clearing house ("ACH") operated by the National Automated Clearing House Association ("NACHA"). Landlord shall provide Tenant with Landlord's account information sufficient to allow for ACH payment on or before July 1, 2020 and at such later dates when Landlord's

account changes. The term “Rent” as used herein shall mean Base Rent and any Additional Rent. “Additional Rent” shall mean all amounts defined in Section 4.1.

3.4 Late Fee. In the event that any installment of Rent is not paid within seven (7) days after it is due and payable, Tenant shall pay to Landlord a late fee in the amount of Two Hundred and Fifty Dollars (\$250.00). In addition, in the event Tenant fails to pay, when due, any installment of Rent or other sum payable to Landlord under the terms of this Lease, interest shall accrue from and after the date on which each such sum shall be due and payable at a rate of ten percent (10%) per annum.

3.5 Prohibition Against Set-Off. All Rent shall be paid without demand, set-off, diminution, abatement, or deduction whatsoever, on account of Landlord’s purported failure to perform any of its obligations hereunder or otherwise.

3.6 Base Rent Following Expansion of the Premises. If, for any reason, Landlord and Tenant shall mutually agree to expand the size of the Premises during the Term of this Lease, the Parties agree that the Base Rent for the expansion area shall equal the Base Rent then in effect under this Lease, calculated on a per square basis, and shall adjust in accordance with the provisions of Section 3.2 herein. The Tenant’s Share under Section 4.8 and the Tenant’s percentage of water-related costs under Section 8.2(b) shall also be recalculated to reflect the increased square footage of the Premises. All other provisions of this Lease shall govern any expansion of the Premises. Any such expansion shall be memorialized in a written amendment to this Lease. Provided, however, nothing in this Section shall imply or be construed as implying that Landlord has agreed or must or will agree to any expansion of the Premises.

ARTICLE IV

Additional Rent

4.1 Definition. “Additional Rent” as used in this Lease, shall mean all payments required to be made by Tenant to Landlord under this Article, Article V, Article VI, Article VIII, Article XV and elsewhere in this Lease, other than Base Rent.

4.2 Taxes and Assessments. Tenant shall pay as Additional Rent hereunder directly to Landlord all real estate taxes assessed for and with respect to the Premises and/or to the Building and/or the Property to the extent that taxes imposed are due or related to Landlord’s lease of the Premises to the Tenant (including, without limitation, assessments for betterments or improvements and including any penalties and interest for late payment thereof caused by Tenant’s failure to make timely and complete payment of said taxes) (the “Taxes” and together with the Insurance Costs and the “Tax & Insurance Charges”) for all tax periods wholly or partially included in the Term of this Lease. Taxes shall also include all payments required to be made by Landlord under any agreement with a taxing authority that provides for payments in lieu of taxes.

4.3 Insurance. Tenant shall pay as Additional Rent hereunder directly to Landlord, Tenant’s Share of all of Landlord’s cost of insurance for and with respect to the Premises and

Building under Section 5.1 herein (including any penalties and interest for late payment thereof caused by Tenant's failure to make timely or complete payment of said costs) (the "Insurance Costs") and together with the Taxes, the "Tax & Insurance Charges") for all periods wholly or partially included in the Term of this Lease.

4.4 Resource Officer. Tenant shall pay, as Additional Rent, hereunder directly to Landlord fifty percent (50%) of the cost to the Landlord of a full time resource officer to serve both the so-called Memorial School, proximate to the Premises and Property operated by the Landlord and the school operated by the Tenant in the Premises. The resource officer shall be located in the Memorial School building and shall be available to the Tenant on an "as-needed" basis, but in no event for more than Fifty Percent (50%) of said officer's working hours, as defined in a Memorandum of Understanding ("MOU") to be developed by the parties and amended from time to time as circumstances require. The cost of the resource officer shall include the officer's salary and benefits and any related costs whether the officer is an employee of the Landlord or an employee of the police department or otherwise. (the "Resource Officer Cost") Tenant shall pay to Landlord on the first day of each month, an amount equal to one-twelfth ($1/12^{\text{th}}$) of the projected annual cost of the resource officer.

4.5 Payment of Certain Additional Rent. During each year (July 1 – June 30 ("Term Year")) or partial Term Year of the Term of this Lease, in addition to monthly Rent, Tenant shall pay to Landlord on the first day of each month an amount equal to one-twelfth ($1/12^{\text{th}}$) of the annual Tax & Insurance Charges. During any partial Term Year during the Term of this Lease, the Tax & Insurance Charges will be estimated on a full year basis. During each June during the Term, or as soon after each June as practical, Landlord shall give Tenant written notice of estimated Tax & Insurance Charges for the ensuing Term Year. On or before the first day of each month during the ensuing Term Year (or each month of the Term, if a partial Term Year), Tenant shall pay to Landlord one-twelfth ($1/12$) of Landlord's estimated Tax & Insurance Charges; however, if such written notice is not given in June, Tenant shall continue to make monthly payments on the basis of the prior year's estimated Tax & Insurance Charges until the month after which written notice is given, at which time, Tenant shall commence making monthly payments based upon the revised estimated Tax & Insurance Charges. In the month Tenant first makes a payment based upon a revised estimate Tax & Insurance Charges, Tenant will pay to Landlord for each month which has lapsed since June, the difference between the amount payable based upon the revised Tax & Insurance Charges and the amount payable based upon the prior year's estimated Tax & Insurance Charges. If at any time or times it reasonably appears to Landlord that the actual Tax & Insurance Charges for any Term Year will vary from the estimated Tax & Insurance Charges for such Term Year, Landlord may, by written notice to Tenant, revise the estimated Tax & Insurance Charges for such Term Year, and subsequent payments by Tenant in such Term Year will be based upon such revised Tax & Insurance Charges. All other Additional Rent, except the Resource Officer Cost per Section 4.4, shall be due and payable upon demand by Landlord unless otherwise provided in this Lease. Provided, however, at any time during the Term of this Lease, Landlord may elect, in its sole discretion, to require that other forms of Additional Rent be paid by Tenant to Landlord in accordance with Sections 4.5 and 4.6 of this Lease upon thirty (30) days written notice to Tenant.

4.6 Annual Settlement. Within ninety (90) days after the end of each Term Year or as soon after such ninety (90) day period as practical, Landlord shall deliver to Tenant a statement of amounts payable as Tax & Insurance Charges and Resource Officer Cost for such Term Year, prepared and certified by Landlord ("Landlord's Annual Statement"). Such certified statement shall be final and binding upon Landlord and Tenant unless Tenant objects to it in writing to Landlord within thirty (30) days after it is given to Tenant. In its objection, Tenant shall identify each item of Landlord's Annual Statement to which it objects and the basis for the objection. During the thirty (30) day period from receipt by Tenant of Landlord's Annual Statement, Tenant may review Landlord's records of the Tax & Insurance Charges and Resource Officer Cost, at Tenant's sole cost and expense, at the place Landlord normally maintains such records during Landlord's normal business hours, upon reasonable advance written notice. If Landlord's Annual Statement shows an amount owing by Tenant that is less than the estimated payments previously made by Tenant for such Term Year, the excess will be held by Landlord and credited against the next payment of Tax & Insurance Charges or Resource Officer Cost or Rent; however, if the Term has ended and Tenant is not in default at the end, Landlord will refund the excess to Tenant. If such statement shows an amount owing by Tenant that is more than the estimated payments previously made by Tenant for such Term Year, Tenant shall pay the deficiency to Landlord within fifteen (15) days after the delivery of such statement. If Tenant objects to any amount shown in Landlord's Annual Statement, Tenant shall pay to Landlord all amounts to which no objection is made within fifteen (15) days after delivery of such statement. All amounts to which Tenant has objected in writing shall be paid within fifteen (15) days of Landlord's written response to Tenant's objection.

4.7 Abatements. The Landlord, at its option, may, but shall not be obligated to, contest or review by any appropriate proceeding, and at Landlord's expense, any tax, charge or other governmental imposition. If the Tenant has theretofore paid such tax, charge or imposition, the Tenant shall be entitled to receive a credit for any refund paid by the taxing authority with respect thereto after deduction by the Landlord of its costs and expenses incident to such proceeds. If the Landlord does not contest any applicable tax or charge, the Tenant may do so at the Tenant's expense in the name of the Tenant and/or the Landlord as required by applicable law. The net refund from any such action, after deduction by the Tenant of its costs and expenses incident to such proceeding, may be retained by Tenant to the extent the Tenant has paid to Landlord the taxes so refunded. The Tenant shall not be entitled to receive a credit for any reduction in taxes covering periods subsequent to the expiration or earlier termination of this Lease.

4.8 Tenant's Share. As used in this Lease, "Tenant's Share" shall be Sixty-Two and Twenty-Two One Hundredths percent (62.22%) of the applicable cost or expense of Landlord or the Property with respect to which the term is used. In the event one or both of the portable classrooms presently situated on the Property as part of the Building are removed, Tenant's Share shall be recalculated to reflect the reduction in square footage of the Building. Thereafter, Tenant's Share shall be based upon a fraction, the numerator of which is the number of gross square feet in the Premises, and the denominator of which is the number of gross square feet of the Building.

ARTICLE V

Insurance

5.1 Fire and Extended Coverage Insurance. During the Term, Landlord shall keep and maintain, for the benefit of Landlord, such amount of fire and extended coverage insurance upon the Premises and Building of which it is a part as deemed adequate by Landlord, not to exceed one hundred percent (100%) of replacement cost. Said insurance shall not provide coverage for Tenant's Property (as hereinafter defined). Tenant shall pay as Additional Rent, Tenant's Share of all costs of maintaining such fire and extended coverage insurance.

5.2 Comprehensive Liability Insurance. During the Term, Tenant shall keep and maintain, at its sole cost and expense, comprehensive general liability insurance applying to the activities of Tenant, its students, employees, agents and invitees, in and in connection with the Premises, the Building and the Property, with limits of liability of not less than Three Million Dollars (\$3,000,000.00) for injury to or death of a single person and Five Million Dollars (\$5,000,000.00) for injury or death per occurrence, and with limits of liability of not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence for damage to property, including loss of use thereof. Said policy shall name Landlord as an additional insured. The net proceeds of insurance carried hereunder shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds have been paid. The liability insurance obtained by Tenant under this Section shall contain an endorsement that provides that its insurance shall be primary to and not contributory with any similar insurance carried by Landlord.

5.3 Worker's Compensation Insurance. During the Term, Tenant shall keep and maintain, at its sole cost and expense, a policy of insurance protecting Tenant from all workers' compensation claims as required by law.

5.4 Tenant's Property Insurance. During the Term, Tenant shall keep and maintain, at its sole cost and expense, a policy of insurance insuring Tenant against any loss of, or damage or destruction to, any of Tenant's property or property for which Tenant is responsible located in or about the Premises, the Building or the Property, including Tenant's trade fixtures, machinery, equipment, furniture and furnishings, inventory and records (collectively, "Tenant's Property") and Landlord's Personal Property used by Tenant pursuant to Article I of this Lease, to the extent of at least one hundred percent (100%) of their replacement cost, under standard fire and extended coverage insurance including, without limitation, vandalism and malicious mischief and sprinkler leakage endorsements. Said policy shall name Landlord as insured and loss payee with respect to loss of, damage to or destruction of Landlord's Personal Property.

5.5 Landlord's Liability Insurance. During the Term, Landlord shall keep and maintain comprehensive general liability insurance in such amounts as Landlord shall deem adequate, insuring Landlord against liability arising out of the ownership, occupation, use or occupancy of the Premises, the Building and the Property of which the Premises is a part. The policy obtained by Landlord shall not be contributory and shall not provide primary insurance

with respect to any incident, circumstance or occurrence giving rise to liability which is also covered under any policy obtained by Tenant. .

5.6 Additional Provisions Respecting Insurance. All insurance required of Tenant in this Article shall be taken out and maintained in generally recognized responsible insurance companies qualified to do business in the state of New Hampshire selected by Tenant and satisfactory to Landlord. All policies evidencing such insurance shall provide for payment to Landlord and shall, at the request of Landlord, contain standard mortgage clauses covering any mortgage on the Premises. A certificate or certificates of the insurers that such insurance is in force and effect shall be deposited with Landlord and prior to the expiration of any such policy Tenant shall furnish Landlord with evidence satisfactory to Landlord that the policy has been renewed or replaced or is no longer required by this Lease. All insurance policies required to be procured under this Article shall be in form, coverage and amounts, except as specifically specified under this Article, reasonably satisfactory to Landlord and shall provide that no policy shall be terminated, cancelled or otherwise modified unless at least fifteen (15) days' prior written notice is given to Landlord.

5.7 Waiver of Subrogation. Insofar as and to the extent that the following provision may be effective without invalidating or making it impossible to secure insurance coverage obtainable from responsible insurance companies doing business in New Hampshire (even though extra premiums may result therefrom), Landlord and Tenant mutually agree that with respect to any loss which is covered by insurance then being carried by them, respectively, the one carrying such insurance and suffering said loss releases the other of and from any and all claims with respect to such loss to the extent covered by said insurance; and they further mutually agree that their respective insurance companies shall have no right of subrogation against the other on account thereof. In the event that extra premium is payable by either party as a result of this provision, the other party shall reimburse the party paying such premium the amount of such extra premium.

5.8 Advances by Landlord. In the event Tenant shall fail to maintain the full insurance coverage required by this Lease, Landlord may (but shall be under no obligation to), after attempting to give verbal notice to Tenant, obtain the required policies of insurance and pay the premiums on the same, and all amounts so advanced therefore by Landlord shall become Additional Rent, which amounts, together with interest thereon at a rate of ten percent (10%) per annum, Tenant agrees to pay to Landlord on demand.

5.9 Standard Blanket Policies. In lieu of the separate policies required to be carried by Tenant under this Article, Tenant may maintain its Standard Blanket Policies having the same coverage as required under this Article, in which event it shall deposit with Landlord a certificate or certificates of the respective insurers as to the amount of coverage so in force with respect to the Premises. Such blanket policies shall, however, contain a loss payable clause providing that all loss payable thereunder shall be first adjusted and paid to Landlord with respect to damage to the Premises and/or the Property including any improvements and betterments and second shall be adjusted and paid with respect to the contents of said Premises to the Tenant.

ARTICLE VI

Condition of the Premises; Maintenance and Repairs

6.1 Condition of Premises. Tenant accepts the Premises, Building and Property and any improvements thereto and any equipment and fixtures and Landlord's Personal Property on or in the same "AS IS, WITH ALL FAULTS" and in their then-existing condition and agrees that no representation, statement or warranty, expressed or implied, has been made by or on behalf of the Landlord as to such condition, or as to the use that may be made of such property.

6.2 Maintenance and Repairs by Tenant. Tenant shall, at its own expense, maintain in good order and repair and keep clean, all portions of the Premises, including, without limitation, all interior spaces, interior electrical systems, interior plumbing fixtures and other mechanical systems, the floors and interior walls and HVAC system. Tenant shall, at its own expense, also make all necessary repairs and replacement of light bulbs and glass that are a part of or serve the Premises. Tenant shall, at its own expense, promptly make any repairs lawfully required by any public authority and which repairs are required because of the nature of the occupancy of the Premises by Tenant or the manner in which it conducts its business therein. Tenant shall not keep or store any materials outside of the Premises and shall keep the areas adjacent to the Premises free from debris of any kind or description. Tenant shall arrange for all rubbish to be kept in proper, enclosed containers at all times and to be removed from the Premises and the Property of which the Premises are a part for disposal on a regular basis. Tenant shall also, at its own expense, maintain in good order and repair and keep clean and free of dangerous conditions, including, without limitation, the accumulation of ice and snow, the entrances, stairs, ramps, and walkways adjacent to each entrance to the Premises. Tenant shall also, at its own expense, make any and all repairs to the Premises that are necessary to repair or remedy conditions in the Premises (a) that are necessary to repair remedy conditions in the Premises that are due to a failure of the Tenant to maintain the Premises or (b) that are necessary to repair or remedy a condition in or damage to the Premises, the Building or the Property caused by the Tenant or one of its directors, officers, employees, agents, customers, students, contractors, or invitees. Tenant shall cause all systems in the Premises to be inspected and cleaned or serviced in accordance with good operating practices and as required by applicable laws and regulations. Tenant shall enter into and maintain, at its own cost, during the Term of this Lease, maintenance contracts for all electrical, plumbing, mechanical, HVAC, fire suppression and other systems serving the Premises.

6.3 Maintenance by Landlord. Without limiting Tenant's obligations under Section 6.2 and subject to Tenant's obligation to share in the costs of maintenance under Sections 6.5 and 8.2, Landlord shall be responsible for the maintenance of (a) the well and wellhead serving the Premises and the Property; (b) the furnace, boiler, and heat and hot water delivery system serving the Building and Premises; (c) the subsurface disposal and septic system serving the Premises and Building; (d) the athletic fields on the Property, including, without limitation, seeding and ordinary ground and turf repair; (e) the driveways, walkways and parking lots serving the Premises and the Property (but not the parking lots serving the Memorial School Building, as hereafter defined), including, without limitation, cleaning, plowing, salting, sanding and removal of snow and patching and filling potholes but excluding, repaving and resurfacing;

(f) the lawns surrounding the Building, including mowing and maintenance of landscaping; (g) the periodic removal of accumulated snow from the roof, as needed in the judgment of the Landlord; and (h) the Building other than the Premises and the Property.

6.4 Repairs by Landlord. Without limiting Tenant's obligations under Section 6.2 and subject to payment or reimbursement by Tenant of the Tenant Allocated Repair Costs and other amounts under Section 6.6, Landlord shall be responsible for all repairs, replacements, and improvements to (a) the roof and structural elements of the Building of which the Premises is a part (b) the well and wellhead serving the Premises and the Property; (c) the furnace, boiler, and heat and hot water delivery system serving the Building and Premises; (d) the subsurface disposal and septic system serving the Premises and Building; (e) the athletic fields on the Property but excluding ordinary ground and turf repair; and (f) the driveways, walkways and parking lots serving the Premises and the Property (but excluding the parking lots serving the Memorial School Building, as hereafter defined) including, without limitation, repaving and resurfacing but excluding patching and filling potholes;. Landlord may but shall have no obligation to repair or replace any non-structural elements of the Building including, without limitation, windows, doors and siding. With respect to repairs that Landlord shall be required to make as a result of latent structural defects, subject to the provisions of Section 6.6(3), Landlord shall use commercially reasonable efforts to accomplish such repairs within thirty (30) days following notification by Tenant to Landlord, unless such repairs cannot be reasonably completed within thirty (30) days, in which case Landlord shall complete the repairs within a reasonable period of time following notification by Tenant, given the nature of the repairs. In the absence of willful misconduct or grossly negligent failure to proceed by Landlord, Landlord shall not be responsible or liable to Tenant or any person for personal injury or damage to Property caused by such structural defect or by the length of time required to repair the same.

6.5 Maintenance Costs. Except as otherwise provided in this Lease, Tenant shall pay directly to Landlord, as Additional Rent, upon presentation of proof of such costs, the following sums associated with the costs of maintenance, but not repair and replacement, of the Premises, Building and Property or any portion thereof. Notwithstanding anything to the contrary contained in this Section, to the extent that the need for maintenance results, in whole or in part, from the failure of the Tenant to comply with its obligations under this Lease or the actions or inactions of Tenant or one or more of its directors, officers, employees, agents, customers, students, contractors, and invitees, Tenant shall be solely responsible for and pay to Landlord all such maintenance costs. With respect to costs of maintenance of the well and wellhead serving the Premises and the Property; the furnace, boiler, and heat and hot water delivery system serving the Building and Premises; and the subsurface disposal and septic system serving the Premises and Building, Tenant shall pay such amounts so provided under Sections 8.2 and its subsections. With respect to snow plowing, snow removal, salting, and sanding on the walkways, driveways and parking lots, snow removal on the roof, and lawn mowing, commencing on November 15, 2020 and on November 15th of each year of the Term thereafter, Tenant shall pay to Landlord the sum of Five Thousand Dollars (\$5,000.00) as its contribution to the costs of such services for the Term year (July 1st – June 30th). Commencing on November 15, 2021 and on November 15th of each year thereafter, the amount of the contribution shall increase or decrease over the prior year's contribution using the formula set forth in Section 3.2 but in no event shall the contribution be less than Five Thousand Dollars (\$5,000.00). With

respect to all other costs of maintenance incurred by Landlord with respect to the Premises, the Building or the Property (but excluding the Memorial School Building), Tenant shall pay to Landlord Tenant's Share (as defined by Section 4.8) of such costs.

6.6 Repair and Replacement Costs. Except as otherwise provided in this Lease, Tenant shall pay directly to Landlord, as Additional Rent, upon presentation of proof of such costs, the following sums associated with the costs of repair and replacement, but not maintenance, of the Premises, Building and Property or any portion thereof. Notwithstanding anything to the contrary contained in this Section, to the extent that the need for repair or replacement results, in whole or in part, from the failure of the Tenant to comply with its obligations under this Lease or the actions or inactions of Tenant or one or more of its directors, officers, employees, agents, customers, students, contractors, and invitees, Tenant shall be solely responsible for and pay to Landlord all such repair and replacement costs. With respect to all costs of repair and replacement of the roof and structural elements of the Building and Premises, the furnace and hot water boiler, ducts, pipes and plumbing associated with the heat and hot water system described in Section 8.2(a), the well and pipes, pumps and plumbing associated with providing water to the Premises, Building and the Memorial School Building on the Property as described in Section 8.2(b); and the subsurface disposal and septic system, pipes, plumbing and pumps associated with providing sewerage and wastewater removal and processing to the Premises and Building as described in Section 8.2(c), Tenant shall pay to Landlord a portion of such costs (the "Tenant Allocated Repair Costs") determined as follows:

- (1) For each item of repair or replacement that costs or is estimated to cost \$15,000.00 or less, Tenant shall be solely responsible for and timely pay the entire cost;
- (2) For each item of repair or replacement that costs or is estimated to cost between \$15,000.01 and \$150,000.00, inclusive, the parties will each be responsible for and timely pay one-half of such costs; and
- (3) For each item of repair or replacement that costs or is estimated to cost \$150,000.01 or more, the parties agree that they will negotiate in good faith toward the end of reaching agreement on whether or not to perform the repair or replacement and on an equitable division of such costs taking into consideration the relative benefit to be derived by each party from the repair or replacement. If Tenant shall oppose performing the repair or replacement, Tenant may not use the lack of the repair or replacement as a basis for terminating this Lease or seeking a reduction in Rent.

With respect to all other costs of repair and replacement incurred by Landlord with respect to the Premises, the Building or the Property (but excluding the Memorial School Building), Tenant shall pay to Landlord Tenant's Share (as defined by Section 4.8) of such costs.

6.7 Restoration. At the expiration of this Lease or earlier termination hereof for any cause herein provided, Tenant shall deliver up the Premises to Landlord in the same condition and state of repairs as at the beginning of the Term, reasonable wear and tear excepted. The

failure of the Tenant to deliver up the Premises in such condition or to remove any alterations, additions or improvements and/or fixtures and/or signs after notice from Landlord to do so and to repair and restore all damage occasioned by such removal shall be deemed a holding-over in the Premises until such removal, repair and restoration has been completed.

ARTICLE VII

Use of Premises, Etc.

7.1 Use of Premises. Tenant covenants and agrees to use and occupy the Premises exclusively for use as a school for special needs students in grades one through twelve and for no other purposes.

7.2 Prohibition against Maintenance and Repair of Buses. Without in any way limiting the scope of Section 7.1 herein, Tenant also covenants and agrees that it shall not use or permit others to use the Premises or the Property for the storage, maintenance or repair of buses, vans or other student transport vehicles used to transport students to and from the school or school related events such as athletic games and class trips. Tenant may park buses and other student transport vehicles in the designated parking lots on the Property on a temporary basis while waiting to pick-up students but in no event between the hours of 7:00 p.m. and 5:00 a.m. on days when Tenant's school is in session and at no time during days when Tenant's school is not in session.

7.3 Operation of Premises According to Law. Tenant shall conduct and operate its school on the Premises subject to all valid federal, state, local and municipal laws, statutes, and ordinances in relation to such school operation, and shall secure all necessary permits for the lawful operation of the school, if such permits are required, and shall at all times protect and save harmless Landlord from the imposition of any liens, taxes or other charges that may be imposed against the Premises or other property of Landlord by reason of the occupancy and use by Tenant of the Premises, Building or the Property.

7.4 No Waste. Tenant shall not injure or deface, or commit waste with respect to, the Premises, Building or Property nor occupy or use the Premises, Building or Property in such manner as to constitute a nuisance of any kind, nor for any purpose or in any manner in violation of any present or future rule, requirement, order or directive of the applicable fire and safety department. Tenant shall not use the Premises, Building or Property or allow the Premises, Building or Property to be used in a fashion that will result in an increase in the premiums associated with insurance purchased by Landlord. Tenant shall, immediately upon discovery of any unlawful, illegal, disreputable or extra-hazardous use, take all necessary steps to discontinue such use.

7.5 Signs. Tenant shall not erect any exterior sign on the Building or Property or any sign within the Premises that is visible from the outside of the Premises without the prior written approval of the Landlord as to content, style, dimensions and location of the sign, which approval shall not be unreasonable withheld. Tenant shall obtain all required governmental permits and approvals for its signs and shall be solely responsible for all costs associated

therewith. On or before the expiration or earlier termination of the Lease, Tenant shall remove all Tenant signs and restore the Premises, Building and Property to their condition at the beginning of the Term, reasonable wear and tear excepted.

7.6 Overloading Electricity. Tenant shall not install in the Premises any electrical equipment which constitutes or causes an overload on the electrical lines in and to the Premises and the Property without the written consent of the Landlord, which consent may be withheld for any reason. If such consent is granted, Tenant shall, at its own expense, make all changes that are necessary or recommended in order to comply with the requirements of the equipment and that of any insurance underwriters insuring the Premises, Building or Property and that of any governmental agency or authority having jurisdiction over the Premises and/or Property. Tenant shall also repair all damage caused to the Premises, Building or the Property, or to property of occupants therein, as a result of such overloading.

7.7 Overloading Floors. The Tenant shall not install or permit the installation of any machinery, equipment, article or thing or the storage of items that, by reason of its weight, size, configuration, operation or otherwise, may, in the opinion of Landlord's engineer exceed the load-bearing capacity of the floors or other structural components of the Premises or the Building of which it is a part or otherwise damage the Premises, Building or the Property. Tenant shall also repair all damage caused to the Premises, Building or the Property, or to property of occupants therein, as a result of such overloading or other damage.

7.8 Septic System. Tenant shall not dispose nor permit one or more of its directors, officers, employees, agents, contractors, students, and invitees to dispose of any materials, substances, or liquids, other than human waste water and toilet paper, in any toilet, sink or drain on the Premises, Building or the Property that is connected to the subsurface disposal or septic system serving the Property. Tenant shall be solely responsible for all additional cleaning, maintenance, damage and repairs resulting from such prohibited disposal.

ARTICLE VIII

Utilities, Services, Etc.

8.1 Separately Metered Utilities. Tenant shall directly pay for all power, heat, air conditioning, natural gas, water and sewer service, waste disposal, telephone service, cable, data transmission and other utilities utilized by Tenant and separately metered at the Premises, if and when any such utilities become separately metered. All such utilities and services shall be contracted in the name of the Tenant.

8.2 Other Utilities. Except as otherwise provided in this Article, Tenant shall also pay, as Additional Rent hereunder, directly to Landlord, upon presentation of the bill therefore, Tenant's Share (as defined in Section 4.8) of all power, water and sewer service and natural gas, telephone service, cable and data transmissions, and other utilities that serve the Building or the Property of which the Premises are a part and are not separately metered. Provided, however, if at any time during the Term of this Lease, Landlord determines that there is an alternative method that more accurately measures Tenant's use of a utility or service, then, at the option of

the Landlord, such alternative method shall thereafter be used and Tenant shall pay a share of the utility or service using such alternative method, as Additional Rent. Provided further, if one or more of the utilities or services serving the Premises and the Building shall hereafter be reconfigured so that it is also providing service to the Memorial School Building (as hereafter defined), Tenant shall pay, as its share of each such utility costs, the percentage set forth in Section 8.2(b)

- (a) Heat and Hot Water. Landlord and Tenant acknowledge and agree that there is a single furnace and hot water boiler supplying heat and hot water to the Premises and the other areas of the Building of which the Premises is a part. Tenant shall pay to Landlord, as Additional Rent, Tenant's Share of all costs of fuel and maintenance of the furnace and hot water boiler, ducts, pipes and plumbing and other costs of producing and distributing heat and hot water throughout the Premise and Building of which the Premises is a part. Tenant shall also pay Tenant's Share of the cost of testing and treating the water used in the Premises and Building. Tenant shall pay Tenant's Share of each such costs upon demand by Landlord, accompanied by proof of the cost.
- (b) Water. Landlord and Tenant acknowledge and agree that there is a single well on the Property that supplies water to the Premises, other areas of the Building of which the Premises is a part and another school building (including temporary school room structures) on the Property (the "Memorial School Building"). Tenant shall pay to Landlord, as Additional Rent, Thirty-Four and Twenty-Eight One Hundredths percent (34.28 %) of all costs of maintenance of the well, including the pumps, pipes and plumbing and other equipment, used distribute water throughout the Premises and Building and Memorial School Building. Tenant shall pay its percentage of each such cost upon demand by Landlord, accompanied by proof of the cost. If, during the Term, the square footage of the Memorial School Building o the Property that are served by the well is increased or decreased, Tenant's percentage of the well costs shall increase or decrease so that Tenant's percentage shall equal the gross square footage of the Premises divided by the total of the combined gross square footage of the Building and the Memorial School Building on the Property (including any temporary school room structures).
- (c) Septic/Subsurface Disposal System. Landlord and Tenant acknowledge and agree that there is a subsurface disposal or septic system on the Property that provides sewerage and wastewater removal and processing to the Premises, and other areas of the Building of which the Premises is a part. Tenant shall pay to Landlord, as Additional Rent, Tenant's Share of all costs of maintenance of the subsurface disposal/septic system including, without limitation, the pumps, pipes and plumbing and other equipment used to remove sewerage and wastewater throughout the Premise and Building and periodic pumping of the system. Tenant shall pay Tenant's Share of each such cost upon demand by Landlord, accompanied by proof of the cost.

8.3 Interruption of Utilities. Landlord shall not be responsible for interruption of utilities due to natural events or to machinery or equipment failure or otherwise, except to the extent caused solely by Landlord's gross negligence or willful misconduct. In the event of any such utility interruption, the rent provided herein shall not abate or terminate in any way during the period of said interruption unless and to the extent that such interruption of utilities is caused by Landlord's willful misconduct or gross negligence, and then only to the extent that Tenant is required to discontinue its school operation in the Premises due to the interruption.

8.4 Minimum Heat. At all times during the Term if this Lease, Tenant shall maintain heat in the Premises at a level that will prevent water in pipes and/or equipment and/or appliances in the Premises or the building of which the Premises is a part from freezing or otherwise causing damages.

ARTICLE IX

Landlord's Access to Premises

9.1 Access. Landlord, after prior notice to Tenant, shall have access to the Premises during Tenant's normal business hours for purposes of inspecting the same and also for the purposes of making repairs which it is required to make by the terms of this Lease, except that Landlord may proceed more quickly and without prior notice if the situation so requires. Except as aforesaid, such repairs shall be made at such times and in such manner as to reduce to a minimum interference with Tenant's use of the Premises, but it is understood that such repairs shall be permitted at such times so as to preclude the necessity for Landlord to pay overtime to the workers making such repairs.

9.2 Landlord's Signs. At any time within six (6) months prior to the expiration of the Term or other termination of this Lease, Landlord may affix to any suitable part of the Premises a notice for the letting or rental of the same, and keep the said sign affixed without hindrance or molestation. At any time, Landlord may affix to any suitable part of the Premises a notice for the sale of the Premises or the Property of which the Premises is a part, and keep the said sign affixed without hindrance or molestation.

ARTICLE X

Improvements During Term

10.1 Alterations. During the Term, Tenant shall not, without Landlord's prior written consent, which may be withheld for any reason or no reason at all, in the sole discretion of the Landlord, alter, renovate, or otherwise improve the Premises or other improvements now or hereinafter situated on the Premises, nor construct additional improvements thereon. Provided, however, that, subject to Section 10.7 below, Tenant shall be permitted to make non-structural cosmetic alterations to the Premises, such as paint, decorations, and similar changes that do not alter the roof, any structural component, or any mechanical system on the Premises.

10.2 Improvements on Property. During the Term, Tenant shall not, without Landlord's prior written consent, which may be withheld for any reason or no reason at all, in the sole discretion of Landlord, alter, construct improvements upon, or otherwise improve the Property. In addition with complying with all conditions of this Article X, all such improvements shall require the approval of the Sanborn Regional School Board, which may be withheld for any reason or no reason, at all and may be made subject to additional terms and conditions not specified in this Lease. Without in any way limiting the provisions of this Article X or requiring Landlord's approval of such an improvement, Landlord acknowledges that Tenant has expressed an interest in constructing a "ropes course" on the Property. Tenant acknowledges that the installation and use of a ropes course raises issues of maintenance, safety and liability of greater consequence than most improvements. Landlord, through its School Board, will review any request of Tenant to construct a ropes course but may deny the request for any reason or no reason at all. If the request is approved, Landlord may conditioned the approval upon one or more terms, conditions and requirements as Landlord shall determine to be appropriate, in its sole discretion, including such terms, conditions and requirements that are not otherwise applicable to other improvements or are contrary to other provisions of this Lease.

10.3 Fair Market Value. No such alteration, addition or improvement shall reduce the fair market value of the Premises, the Building or the Property of which the Premises is a part.

10.4 Plans and Specifications. Any such alteration, addition or improvement approved by Landlord shall be constructed in accordance with previously prepared plans and specifications, and, if the estimated cost of such alteration, addition or improvement exceeds Five Thousand Dollars (\$5,000.00), such plans and specifications shall have the written approval of Landlord before any work thereon shall be commenced. All alterations shall be performed by qualified contractors and laborers, in a workmanlike manner, consistent with the highest standards of performance in the construction trade, utilizing materials of a quality which are, at least, equal to or greater than the materials currently comprising the Premises and Building of which it is a part. As a condition for approval of such alterations, Landlord may require Tenant to post a performance bond and/or obtain lien waivers from all contractors and subcontractors who are to perform work on the Premises and/or post a lien payment bond in lieu of such waivers.

10.5 Approvals. Prior to the commencement of work on any such alteration, addition or improvement, the plans and specifications covering the same shall have been submitted to and approved by (i) all municipal and other governmental departments or agencies having jurisdiction over the subject matter thereof, and (ii) any mortgagee having an interest in or lien upon the Premises if required by the terms of the mortgage, it being understood that Landlord will join in any application to such mortgagee to obtain such approval with respect to any alteration, addition or improvement which Landlord shall have approved under this Article.

10.6 Insurance. Tenant shall pay the increased premiums, if any, for the regular insurance coverage of the Premises resulting from any additional risk during the course of construction or installation of any such alteration, addition or improvement or the increased cost of fire extended coverage insurance resulting from the increased value of the Premises or the Building of which the Premises is a part.

10.67 Removal by Tenant. At the expiration of this Lease, or at its earlier termination for any cause herein provided, all Tenant alterations, additions or improvements shall become and remain the Property of Landlord. However, Landlord may, at its option and upon giving written notice to Tenant of the same not less than thirty (30) days prior to such expiration or ten (10) days following such earlier termination, instruct Tenant to remove any such alterations, additions and improvements to the Premises made by Tenant during the Term, and to restore the Premises to their condition at the beginning of the Term, reasonable wear and tear, taking by eminent domain and damage due by fire and other casualty excepted. If Tenant makes non-structural cosmetic alterations to the Premises, Tenant shall remove all decorations and repaint all areas in a neutral white or off-white color prior to the expiration of this Lease or its earlier termination. If Landlord shall not give written direction to Tenant, all such alterations, additions and improvements shall become and remain the Property of Landlord.

10.8 Furniture and Trade Fixtures. Landlord agrees that all furniture, furnishings and trade fixtures installed in the Premises by Tenant (but excluding Landlord's Personal Property, as hereinbefore defined) shall be deemed to remain personal property of Tenant and that all such furniture, furnishing and trade fixtures of Tenant and of any employee, agent or subcontractor of Tenant may be removed prior to the expiration of this Lease or its earlier termination for any cause herein provided; but Tenant shall repair any damage occasioned by such removal and shall restore the Premises to their condition as at the beginning of the Term, reasonable wear and tear, taking by eminent domain, and damage due to fire or other casualty insured against, excepted. Any such property which may be removed pursuant to this paragraph and which is not so removed prior to the expiration or earlier termination of the Lease may be removed from the Premises by Landlord and stored for the account of Tenant; and if Tenant shall fail to reclaim such property and pay all costs of removal and storage within thirty (30) days following the expiration or earlier termination of this Lease, said property may be deemed to have been abandoned by Tenant, and may be appropriated, sold, destroyed or otherwise disposed of by Landlord without notice to Tenant and without obligation to account therefore. All fixtures, which are not in the nature of trade fixtures, shall remain in the Premises and become the property of Landlord unless, on or before ten (10) days after the expiration or earlier termination of this Lease, Landlord shall notify Tenant that such fixtures shall be removed, in which case, Tenant shall remove such fixtures on or before the earlier of (a) the expiration or earlier termination of the Lease or (b) within ten (10) days of Landlord's notice to Tenant to remove such fixtures and Tenant shall repair any damage occasioned by such removal and shall restore the Premises to their condition as at the beginning of the term, reasonable wear and tear excepted.

10.9 Mechanic's Liens. In the event of the filing in the Rockingham County Registry of Deeds, or elsewhere, of any notice of a builder's, materialmen's, mechanic's, or other lien on the Premises or Property arising out of any work performed by or on behalf of Tenant or any material supplied to or on behalf of Tenant, Tenant shall cause, without delay, and within ten (10) days after notice of such lien, to discharge the same by posting a bond or otherwise. Tenant shall also indemnify Landlord from and against any and all claims or liens and all costs and expenses associated therewith. Provided, however, Landlord, at its election, may pay and satisfy such lien and, in such event, the sum so paid by Landlord, with interest at a rate of ten percent

(10%) per annum from the date of such a payment, shall be deemed to be Additional Rent due and payable by Tenant at once without notice or demand.

ARTICLE XI

Landlord's and Tenant's Warranties

11.1 Landlord's Warranties. Landlord hereby warrants and represents to and agrees with Tenant as follows:

(a) Tenant, upon paying the rent and performing and complying with the agreements and other terms herein agreed by it to be performed and complied with, shall peaceably and quietly have, hold and enjoy the Premises for the entire Term without any manner of hindrance or molestation from Landlord or any person claiming by, through or under it.

(b) Landlord has full right, title, power and authority to make, execute, and deliver this Lease and to perform the obligations and transactions required by this Lease to be performed by Landlord.

(c) On the commencement date of the Term, Landlord agrees to deliver to Tenant full possession of the Premises, in full compliance with the terms hereof.

11.2 Tenant's Warranties. Tenant hereby warrants and represents to and agrees with Landlord as follows:

(a) Tenant is a New Hampshire not-for-profit corporation duly organized and existing on the date hereof, and its directors and, where required, stockholders and/or members have duly authorized and approved the execution and delivery of this Lease by the officer executing the same.

(b) The execution, delivery and performance of this Lease does not violate or constitute a breach of any indenture, agreement or undertaking to which Tenant is a party or by which it is bound.

(c) Tenant, by taking possession of the Premises, shall accept and shall be held to have accepted the same as suitable for use intended by Tenant. Tenant acknowledges hereby that Landlord has made no representations, statements or warranties, express or implied, as to the condition of the Premises or as to the use that may be made of such Premises.

ARTICLE XII

Indemnity and Release

12.1 Indemnification by Tenant. Tenant agrees to and shall indemnify, defend, and

12.5 Limitation of Landlord's Liability. Tenant shall neither assert nor seek to enforce any claim (except injunctive relief where appropriate) for breach of this Lease against any of Landlord's assets other than Landlord's interest in the Premises and in the rents and profits thereof, and in any insurance proceeds actually received by Landlord that are allocable to the Premises, and Tenant agrees to look solely to such interests and proceeds for the satisfaction of any liability of Landlord under this Lease. In no event shall Landlord (which term shall include, without limitation, all of the officers, trustees, directors, partners, members, beneficiaries, joint venturers, stockholders or other principals or other representatives, disclosed or undisclosed thereof) ever be personally liable for any such liability or ever be liable for damages, whether direct or indirect, consequential, punitive or otherwise. In no event shall Landlord be liable for any lost profits or income or losses due to business or school interruption or for any expenses of finding and leasing alternate or replacement space or the cost of relocating thereto. Neither Landlord nor its officers, board members, agents, servants or employees shall be liable for, and Tenant hereby releases such parties from, all claims for loss of life, personal injury or damage to property or business sustained by Tenant or any person claiming by or through Tenant resulting from any fire, accident, occurrence or condition in or upon the Premises or the Property, except to the extent directly caused by the gross negligence or willful misconduct of the Landlord, its agents, employees, contractors, invitees or visitors.

ARTICLE XIII

Damage or Destruction

13.1 Reservation of Rent. If the Premises shall be damaged, in whole or in part, by fire or casualty or action of public authority in consequence thereof, unless such damage is due, in whole or in part, to the negligence or willful action of Tenant or its directors, officers, employees, agents, customers, students, guests, contractors or invitees, the rent hereinbefore reserved, or a just and proportional part thereof, according to the nature and extent of the injuries sustained, shall be suspended or abated until Landlord shall have repaired or restored the Premises to substantially their condition at the time of their damage, subject to the provisions of Section 13.2 below.

13.2 Repair/Restoration. If the Premises are damaged (unless such damage is due, in whole or in part, to the negligence or willful action of Tenant or its directors, officers, employees, agents, customers, students, guests, contractors or invitees) to the extent that repairs and restoration cannot be accomplished within a period of one hundred fifty (150) days from the date of such destruction or damage as determined by Landlord, then either party may terminate this Lease by providing written notice of the same to the other party within thirty (30) days of the issuance of Landlord's Restoration Notice (as defined below) and, upon such termination, each party shall be relieved of any further obligation to the other except that Tenant shall be liable for and shall promptly pay to Landlord any Rent then in arrears or other sums due under the Lease and Landlord shall promptly rebate to Tenant a pro-rata portion of any rent paid in advance. In the event the Premises are damaged (unless such damage is due, in whole or in part, to the negligence or willful action of Tenant or its directors, officers, employees, agents, customers, students, contractors or invitees) to the extent that repairs and restoration can be accomplished

within a period of one hundred fifty (150) days from the date of such destruction or damage as determined by Landlord, this Lease shall continue in effect in accordance with its terms, subject to the abatement of rent as provided in Section 13.1 above. Within thirty (30) days of the date of any loss or damage, Landlord shall notify Tenant of the amount of time needed by Landlord to repair or restore the damage, loss or destruction (“Landlord’s Restoration Notice”). If Landlord fails to so notify Tenant, then Tenant may terminate this Lease in the same manner as though the damage and destruction would have taken greater than one hundred fifty (150) days to repair or restore. It is understood that Landlord’s obligation to restore, replace or rebuild the Premises shall not exceed in amount the sum of the insurance proceeds paid to it and/or released to it by any mortgagee with which settlement was made. Tenant agrees to execute and deliver to Landlord all instruments and documents necessary to evidence the fact that the right of such insurance proceeds is vested in Landlord. If the Premises are damaged due, in whole or in part, to the negligence or willful action of Tenant or its directors, officers, employees, agents, customers students, contractors or invitees, there shall be no suspension or abatement of rent and Tenant shall have no right to terminate this Lease.

13.3 Completion of Repairs. In the event of any damage or destruction, and this Lease is not to terminate as aforesaid, Landlord shall exercise its best efforts promptly to commence and complete such repairs or restoration; provided Landlord shall not be required to expend more than the insurance proceeds paid to it under Section 5.1 in repairing such damage, unless, if the damage is more extensive than is compensable by such insurance, Tenant, by prompt written notice to Landlord, agrees to furnish the excess amounts required to repair or restore. From and after the completion of such repairs or restoration, the rent payable by Tenant hereunder shall be reduced to an amount which bears the same proportion to the rent originally payable hereunder as the number of square feet of floor space remaining in the Premises after such repairs or restoration bears to the number of square feet originally Leased to Tenant hereunder, unless the damage giving rise to the repairs was due, in whole or in part, to the negligence or willful action of Tenant or its directors, officers, employees, agents, customers, students, contractors or invitees.

13.4 Termination. In the event that this Lease shall be terminated at the election of Tenant, in accordance with the foregoing provisions of this Article, the term of this Lease shall cease and come to an end as of the date of such damage or destruction, with the same force and effect as if such date had originally been set forth as the expiration of the Term, and any rental payments made in advance covering periods after such date shall be promptly refunded by Landlord to Tenant.

ARTICLE XIV

Eminent Domain

14.1 Taking. If the Premises, or such portion thereof as to render the balance unsuitable for the purposes of Tenant, shall be taken by condemnation or right of eminent domain, either party upon thirty (30) days prior written notice to the other, shall be entitled to terminate this Lease. Any taking of less than fifteen percent (15%) of the Premises shall be deemed not to render the balance of the Premises unsuitable for the purposes of Tenant.

14.2 Apportionment. Notwithstanding any contrary provision of law, the award granted for any such taking shall be paid to Landlord, except that Tenant shall be entitled to that portion thereof fairly attributable to the taking of its fixtures, furniture, equipment and leasehold improvements specifically included but separately allocated in such condemnation or taking and the entire balance of such award shall belong solely to Landlord.

14.3 Termination or Abatement. In the event that this Lease is terminated as a result of such taking, the term of this Lease shall cease and come to an end as of the date of such taking, with the same force and effect as if such date had originally been set forth as the expiration of the Term, and any rental payments made in advance shall be promptly refunded by Landlord to Tenant. If this Lease is not terminated as a result of such taking, a fair and just proportion of the rent thereafter payable shall be suspended or abated, depending upon the extent to which Tenant may be required to discontinue its business in the Premises and depending upon the nature and extent of the taking.

ARTICLE XV

Remedies

15.1 Tenant's Default. It is covenanted and agreed that:

(a) If Tenant shall neglect or fail to pay the Rent or other charges payable hereunder when due; or

(b) If Tenant shall neglect or fail to perform or observe any of the other covenants, terms, provisions or conditions on its part to be performed or observed and such default shall continue for a period of fifteen (15) days after written notice from Landlord to Tenant, except that if such default cannot be cured with the exercise of all due diligence within said period, then said period of fifteen (15) days shall be extended for such period (not to exceed thirty (30) additional days) as shall be required if Tenant has commenced forthwith and prosecutes the curing of the same with all due diligence; or

(c) If the estate hereby created shall be taken on execution or by other process of law; or

(d) If any voluntary or involuntary petition or similar pleading under any section of any bankruptcy or reorganization act shall be filed by or against Tenant, or proceedings shall be instituted to declare Tenant insolvent or unable to pay Tenant's debts, and in the case of an involuntary petition or proceeding, the petition or proceeding is not dismissed within thirty (30) days from the date it is filed; or

(e) If Tenant shall vacate or abandon the Premises; or

(f) If any assignment or arrangement shall be made of the property of Tenant for the benefit of the creditors; or

(g) If a receiver, guardian, conservator, trustee in involuntary bankruptcy or other similar officer shall be appointed to take charge of all or any substantial part of Tenant's Property by a court of competent jurisdiction,

then, and in any of the said cases (each, a "Tenant's Default") (notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance), Landlord lawfully may, immediately or at any time thereafter, and without demand or notice, terminate this Lease and enter into and upon the Premises or any part thereof in the name of the whole and repossess the same as of its former estate, and expel Tenant and those claiming through or under it and remove its or their effects (forcibly if necessary) without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon entry, as aforesaid, this Lease shall terminate; and Tenant covenants and agrees, notwithstanding any entry or re-entry by Landlord, whether by summary proceedings, termination or otherwise, to pay and be liable for on the days originally fixed herein for the payment thereof, amounts equal to the several installments of Rent and other charges reserved as they would, under the terms of this Lease, become due if this Lease had not been terminated or if Landlord had not entered or re-entered, as aforesaid, and whether the Premises be re-let or remain vacant in whole or in part for a period less than the remainder of the Term, and for the whole thereof, but in the event the Premises be re-let by Landlord (and Landlord shall be obligated to use all reasonable efforts to secure a replacement tenant), Tenant shall be entitled to credit in the net amount of rent received by Landlord in re-letting after deduction of all expenses reasonably incurred in re-letting the Premises.

15.2 No Remedy Exclusive. No remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Landlord to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

15.3 Agreement to Pay Attorneys' Fees and Expenses. In the event Tenant should default under any of the provisions of this Lease and Landlord should employ attorneys or incur other expenses for the collection of rent or the enforcement of performance or observance of any obligation or agreement on the part of Tenant herein contained, Tenant agrees that it shall on demand therefore pay to Landlord, as Additional Rent hereunder, the reasonable fees of such attorneys and such other expenses so incurred by Landlord.

15.4 Landlord's Default. Landlord shall be deemed to be in default hereunder if Landlord fails to perform any covenant, condition, agreement or provision contained herein to be performed by Landlord within thirty (30) days after receipt of written notice by Tenant specifying the default; provided, that if such default cannot be reasonably cured within such

thirty (30) day period, Landlord shall not be in default hereunder so long as it commences to cure such default within such thirty (30) day period and completes such cure within a reasonable period of time thereafter, given the nature of the default. In the event that such default is not cured within thirty (30) days, or such other reasonable period of time thereafter, given the nature of the default, Rent herein shall be abated but only to the extent to which Tenant is unable to conduct its school in the Premises.

ARTICLE XVI

Assignment and Subletting

16.1 Prohibition Against Assignment and Subletting. This Lease may not be assigned by Tenant in whole or in part, for security or otherwise, and the Premises may not be subleased as a whole or in part, without the express written consent of Landlord, which consent may be withheld for any reason or no reason in the sole discretion of Landlord. In the event Landlord grants such consent.

(a) No sublease or assignment shall relieve the Tenant from primary liability for any of its obligations hereunder, and in the event of any such sublease or assignment, the Tenant shall continue to remain primarily liable for payment of the Rent specified herein and for the performance and observance of the other covenants, warranties, representations and agreements on its part herein provided to be performed and observed by it to the same extent as though no sublease or assignment had been made;

(b) The assignee or sublessee shall assume, in writing, in form satisfactory to Landlord, the obligations of the Tenant hereunder to the extent of the interest assigned or subleased;

(c) The Tenant shall, at least thirty (30) days prior to the delivery thereof, furnish or cause to be furnished to the Landlord a true and complete copy of each such assignment, assumption of obligations or sublease, as the case may be, in order that the Landlord may examine the same for the purpose of determining whether to give its consent;

(d) Any assignee or sublessee shall not carry on any activity prohibited by law, or this Lease;

(e) The term of any sublease shall terminate no later than the termination of this Lease; and

(f) If the assignment or sublease requires the assignee or sublessee to pay an amount of rent greater than that required of Tenant under this Lease, the difference in Rent shall be paid to Landlord as Additional Rent hereunder.

ARTICLE XVII

Sale/Mortgage Liens/Estoppel Certificate

17.1 Sale or Mortgaging of Premises by Landlord. Landlord may sell or mortgage the Premises, and may assign its interests in and pledge any monies received under this Lease. A sale, conveyance or assignment of Landlord's interest in all of the Premises will operate to release Landlord from liability with respect to the Premises conveyed or assigned from and after the effective date of such sale, conveyance or assignment under all of the covenants, terms and conditions of this Lease, express or implied, except those liabilities which arose prior to such effective date, and, after the effective date of such sale, conveyance or assignment, Tenant will look solely to Landlord's successor-in-interest in and to this Lease. Tenant agrees that this Lease and all rights of Tenant hereunder are and shall be subject and subordinate to the lien of any mortgage or deed of trust constituting a lien on the Premises or any part thereof, whether presently existing or granted during the term of this Lease including, without limitation, any renewal, modification, consolidation or extension of any such mortgage or deed of trust. Tenant shall, upon demand at any time or times, execute, acknowledge and deliver to Landlord, at Landlord's expense, any and all instruments that may be necessary or proper to subordinate this Lease and all rights of Tenant hereunder to the lien of a mortgage, deed or trust or other instrument herein provided; provided, however, that the subordination of this Lease may, at the option of Tenant, be conditioned upon the execution and delivery by the mortgagee or trustee of an agreement, that so long as Tenant is not in default under the terms of this Lease, the mortgagee or trustee or any person succeeding to the rights of the mortgagee or trustee, or any person at the foreclosure sale under said mortgage or deed of trust, shall not disturb the peaceful possession of the defendant hereunder, provided that Tenant shall continue to observe and perform Tenant's obligations under this Lease.

17.2 Estoppel Certificate. If Landlord shall require for the purpose of sale or encumbrance or otherwise, Tenant shall at any time upon not less than ten (10) days prior written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which rent and other charges are paid in advance, if any, and (b) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder and specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises.

ARTICLE XVIII

Mediation.

Except as to Excluded Claims, any claim, dispute or other matter in question arising out of or related to this Lease shall be subject to mediation as a condition precedent to the institution and prosecution of legal or equitable proceedings by either party. The Landlord and Tenant shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Commercial

Rules of the American Arbitration Association then in effect. A request for mediation shall be filed in writing with the other party to this Lease and with the American Arbitration Association. The request may be made concurrently with the filing of legal or equitable proceedings, but in such event, mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the Landlord's principal offices, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. "Excluded Claims" for purposes of this Article shall mean actions for eviction of Tenant from the Premises and re-possession of the Premises by Landlord for reason of (a) Tenant's failure to timely pay Rent; (b) damage to or destruction of the Premises, Building or Property, in whole or in part, by Tenant or those for whose actions Tenant is responsible under this Lease; (c) or Tenant's holding over in the Premises after the expiration the Term of this Lease.

ARTICLE XIX

Hazardous Waste/Indemnity

Tenant shall indemnify and hold Landlord harmless from any and all loss or damage resulting from any Hazardous Material that, during or after the Term of this Lease, exists on or is discharged from, on, under or to the Premises or the Property by Tenant or its agents, employees, officers, directors, guests, customers contractors, students or invitees except to the extent that such Hazardous Material existed on the Premises or Property prior to the date hereof. Storage and use of normal and customary industrial Hazardous Materials (such as cleaning fluids) shall be done with extreme caution and in accordance with all applicable laws and regulations. "Hazardous Material", as used in this section, means any hazardous or toxic material, substance or waste which is defined by those or similar terms or is regulated as such under any statute, law, ordinance, rule or regulation of any local, state or federal authority having jurisdiction over the Premises or its use including, but not limited to, any material, substance or waste which is:

- (a) Defined as hazardous substance under Section 311 of the Federal Water Pollution Control Act (33 USC §1317), as amended;
- (b) Defined as hazardous waste under Section 1004 of the Federal Resource Conservation and Recovery Act (4 USC §6901, et. seq.), as amended;
- (c) Defined as hazardous waste substance under Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 USC §9601, et. seq.), as amended;
- (d) Defined as hazardous waste under New Hampshire RSA 147-A:2; or
- (e) Defined as hazardous materials under New Hampshire RSA 147-B:2.

ARTICLE XX

Quiet Enjoyment

Landlord shall put Tenant into possession of the Premises on the Effective Date and Tenant, upon paying the Rent and observing the other covenants and conditions herein, upon its part to be so observed, shall peaceably and quietly hold and enjoy the Premises, unless circumstances arise, beyond the control of the Landlord, whereby possession becomes unfeasible.

ARTICLE XXI

Miscellaneous Provisions

21.1 Recordation. Tenant shall not record this Lease in the Rockingham County Registry of Deeds or any other location allowing for the recordation of documents. Landlord and Tenant, at the request of either, shall execute a "Notice of Lease" conforming to the standards of N.H. RSA 477:7-a, which notice either party shall be entitled to record in the Rockingham County Registry of Deeds.

21.2 Headings. The article, section headings, and subheadings throughout this instrument are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Lease.

21.3 Succession. Except as otherwise set forth herein, all of the terms and provisions of this Lease shall be binding upon and shall inure to the benefit of the heirs, executors, administrators and permitted successors and permitted assigns of the respective parties hereto.

21.4 Gender. All words denoting gender herein shall be deemed to include the masculine, feminine, neuter, singular and plural as the context and facts require.

21.5 Exhibits. Each exhibit attached to this Lease shall be incorporated into and be a part of this Lease. If any exhibit referred to in this Lease shall not be attached hereto at the time of execution of this Lease, or if any such exhibit shall be incomplete, such exhibit may be later attached or completed by mutual consent of the parties evidenced by their respective initialing of such exhibits, and such exhibit shall, as later attached or completed, for all purposes be deemed a part of this Lease as if attached hereto or completed at the time of execution hereof.

21.6 Severability. If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than to those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

21.7 Entire Agreement. This Lease contains all the terms, promises, covenants, conditions and representations made and entered into by and between the parties hereto with respect to the lease and occupancy of the Premises and supersedes all prior discussions and agreements, whether written or oral, between the parties with respect to such lease and occupancy and constitutes the sole and entire agreement between the parties with respect thereto.

21.8 Governing Law. This Lease shall be governed exclusively by the laws of the State of New Hampshire as the same exists as of the date of this Lease, without regard to its rules regarding conflicts of laws.

21.9 Notices. Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed delivered upon mailing by certified or registered mail, postage prepaid, return receipt requested or upon delivery to a reputable overnight courier which provides evidence of delivery or refusal, or by electronic mail, addressed as follows:

If to Landlord:

Sanborn Regional School District
Attn: Thomas J. Ambrose, Superintendent
P.O. Box 429
51 Church Street
Kingston, NH 03848
Email: tambrose@sau17.net

with a copy to:

Drummond Woodsum
Attn.: Thomas R. Watson, Esq.
501 Islington Street, Suite 2C
Portsmouth, NH 03801
Email: twatson@dwmlaw.com

If to Tenant:

Seacoast Learning Collaborative
Attn: Patrice S. Chandler & Kathleen Harris
73 Pickering Road, Suite 102
Rochester, NH 03839
Email: PCandler@slconline.org
Email: KHarris@slconline.org

With a copy to:

Soule, Leslie, Kidder, Sayward & Loughman
Attn: Gordon B. Graham, Esq.
220 Main Street

Salem, NH 03079
Email: graham@soulefirm.com

21.10 Counterparts. This Lease may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

21.11 No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Lease should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

21.12 Amendments, Changes and Modifications. This Lease may not be modified, amended, changed, altered or terminated unless the same is set forth in writing and executed by the parties with the formalities hereof.

21.13 Holding Over. In the Event Tenant shall hold over after the expiration of the Term or earlier termination of the Lease, such holding over shall not extend the Term of this Lease but, rather, shall create a tenancy at sufferance upon all the terms and conditions of this Lease, except that Base Rent shall be One Hundred Fifty percent (150%) of the Base Rent as in effect at the time of the expiration of the Term or earlier termination of this Lease. Tenant agrees that such increased Base Rent is not damages or a penalty, but is increased rent reflective of the nature of a month-to-month tenancy and its lower value to Landlord than tenancy for a specific term. The payment of such increased Base Rent shall not limit the damages to which Landlord is entitled hereunder.

21.14 Corporate Approval. At the time of execution of this Lease, Tenant shall provide Landlord with duly authorized and executed corporate resolutions (or other evidence of authority in form and substance satisfactory to Landlord's counsel) authorizing the entering into and consummation of the transactions contemplated by this Lease and designating the corporate or other officer or officers to execute this Lease on behalf of Tenant.

21.15 Survival of Representations and Warranties. Except as specifically provided herein, all of the representations and warranties and indemnification obligations of the Tenant herein shall survive the termination or expiration of this Lease.

21.16 Execution. The exchange of copies of this Agreement and of signature pages by facsimile or by email in Portable Document Format (.pdf) will constitute effective execution and delivery of this Agreement as to the parties, and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or .pdf shall be deemed to be their original signatures for all purposes.

ARTICLE XXII

Security Deposit

Upon execution of this Lease Tenant shall deposit the amount of one month's Base Rent (\$11,666.67) as a security deposit to be held by Landlord until the end of the Term (the "Security Deposit"). Upon each subsequent increase in the Base Rent pursuant to the terms of Section 3.2 above, Tenant shall deposit such additional amounts as may be required so that the amount of the Security Deposit held by Landlord is equal one month's Base Rent at all times. Upon each subsequent decrease in the Base Rent pursuant to the terms of Section 3.2 above, Landlord shall return to Tenant such amounts as may be required so that the amount of the Security Deposit held by Landlord is equal one month's Base Rent at all times. Landlord shall not be required to hold the Security Deposit in a separate or segregated fund or account. Within thirty (30) days of the termination of this Lease or Tenant's surrender of the Premises, whichever is later, without default and in the fashion and the condition required in this Lease, Landlord shall refund the Security Deposit or such of it that remains, without interest to Tenant. However, Landlord may but is not required to deduct from said Security Deposit at any time any amounts due from Tenant to Landlord because of nonpayment of rent, breach by Tenant of any covenant herein, damage to the Premises, Building or Property caused by Tenant or anyone for whom the Tenant is responsible or for any other default by Tenant hereunder, including without limitation, any damage, expense or deficiency in re-letting of the Premises, whether such damages, expense or deficiency accrued before or after summary proceedings or other re-entry by Landlord, without prejudice to any other or further rights Landlord may have to collect rent or damages from Tenant for any such breach or default by Tenant under this Lease. If Landlord shall use the Security Deposit or any portion thereof to pay or satisfy amounts due from Tenant under this Lease, Tenant shall pay to Landlord, within ten (10) days of demand by Landlord, the amount(s) so used by Landlord as additional Security Deposit so that the amount of the Security Deposit shall equal one month's Base Rent at all times.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Lease effective as of the date first above written.

WITNESSES:

LANDLORD:

SANBORN REGIONAL SCHOOL DISTRICT

Matthew Argen
Witness

By: James M. Baker
Chairman

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

On this 4th day of May, 2020, before me, Phyllis A. Kennedy, the undersigned officer in and for said County and State, personally appeared James M. Baker, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the Chairperson of SANBORN REGIONAL SCHOOL DISTRICT, and on oath stated that he/she was authorized to execute this instrument and acknowledged ~~in writing~~ his free and voluntary act for the uses and purposes set forth herein.



Phyllis A. Kennedy
Notary Public/Justice of the Peace
Printed Name: Phyllis A. Kennedy
My Commission Expires:

IN WITNESS WHEREOF, the parties hereto have executed this Lease all as of the date first above written.

WITNESSES:

TENANT:
SEACOAST LEARNING COLLABORATIVE

Casey Hopkins
Witness Director of Transportation

By: Patrice Chandler
Co-Directors

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

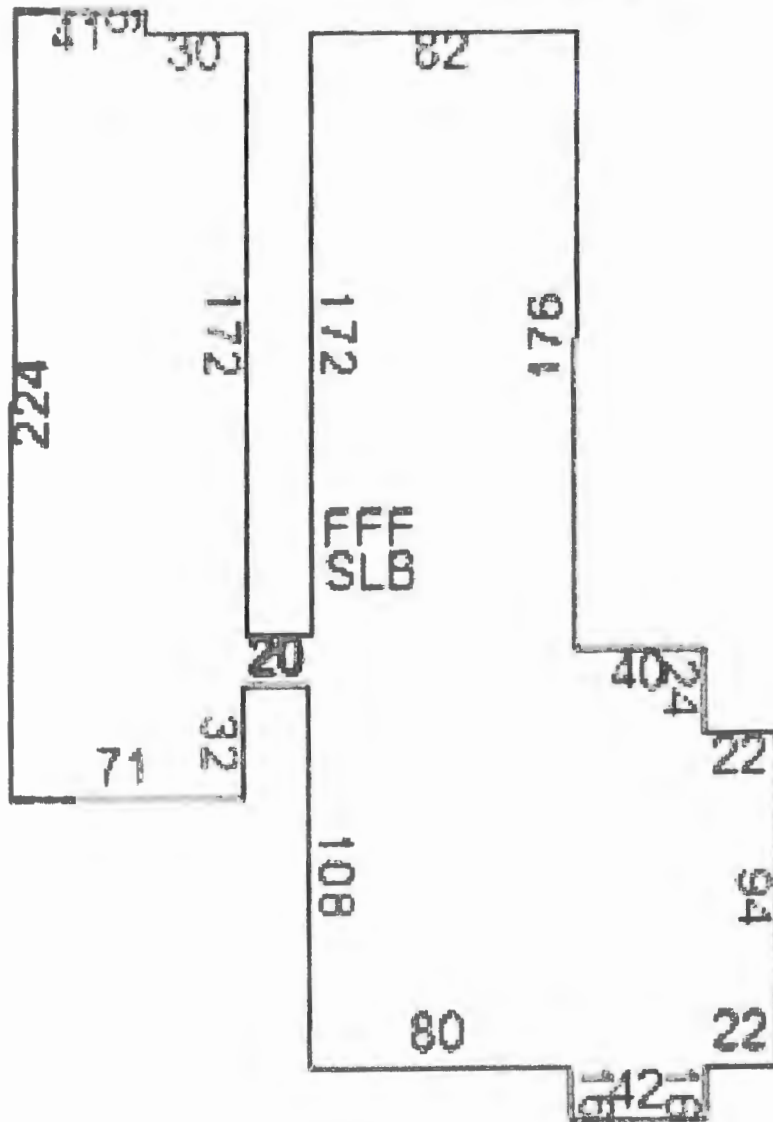
On this 6 day of May, 2020, before me, Patrice Chandler, the undersigned officer in and for said County and State, personally appeared Kathleen Harris, personally known to me (or proved to me on the basis of satisfactory evidence) to be the Co-Directors of SEACOAST LEARNING COLLABORATIVE, and on oath stated that he/she was authorized to execute this instrument and acknowledged it to be his free and voluntary act for the uses and purposes set forth herein.

Carol Lynn Blake
Notary Public/Justice of the Peace
Print Name: Carol Blake
My Commission Expires: 6/24/2020

CAROL LYNN BLAKE
Notary Public - New Hampshire
My Commission Expires June 24, 2020

EXHIBIT A-1

"BUILDING"



[Faint, illegible text]

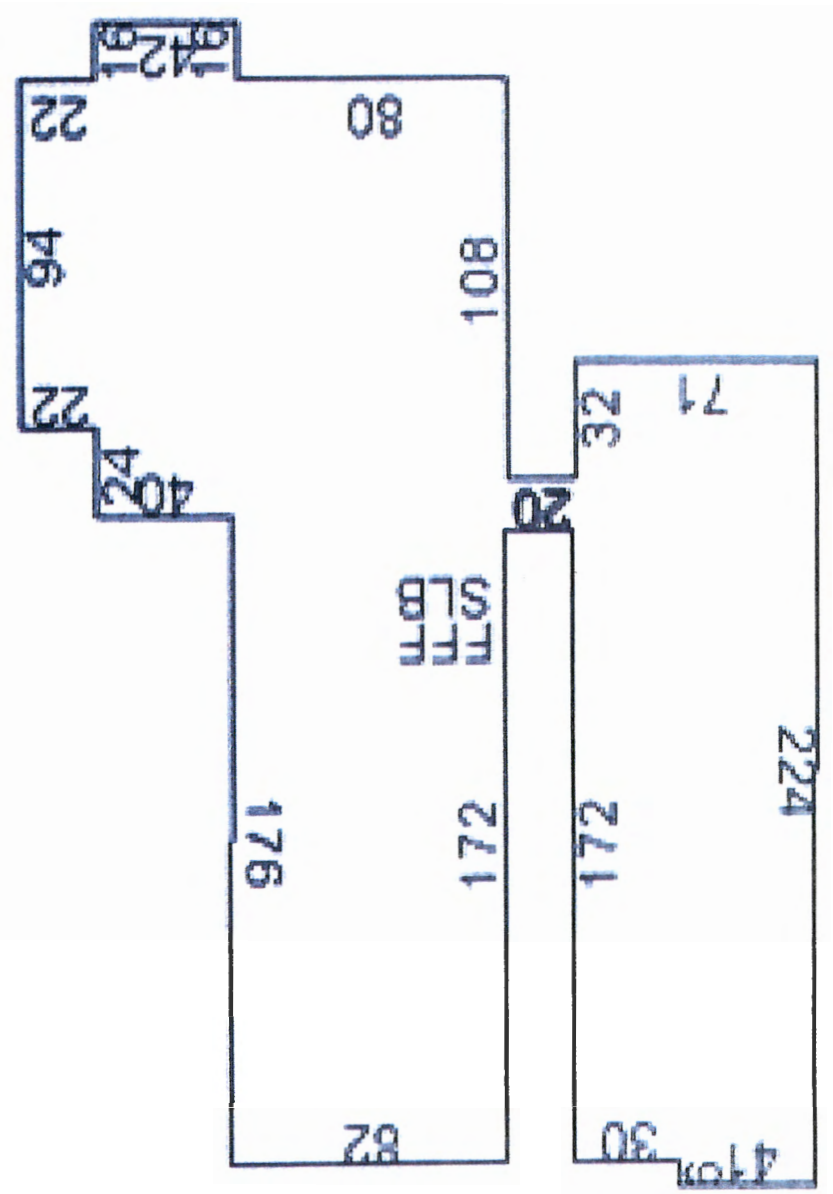


EXHIBIT A-1
"BUILDING"

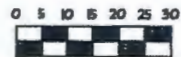
EXHIBIT A-2

"PREMISES"

REFERENCE FLOOR PLAN
SANBORN REGIONAL MIDDLE SCHOOL



FIRST FLOOR PLAN



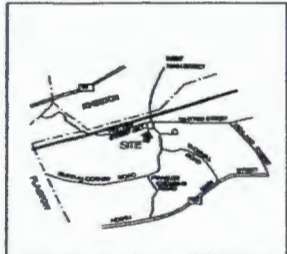
15 November 2019

JD LaGrasse & Associates, Inc.
Architects, Engineers and Land Planners

Seacoast Learning Collaborative
Conceptual Plan Test FR



EXHIBIT A-3 "PROPERTY"



NOTES

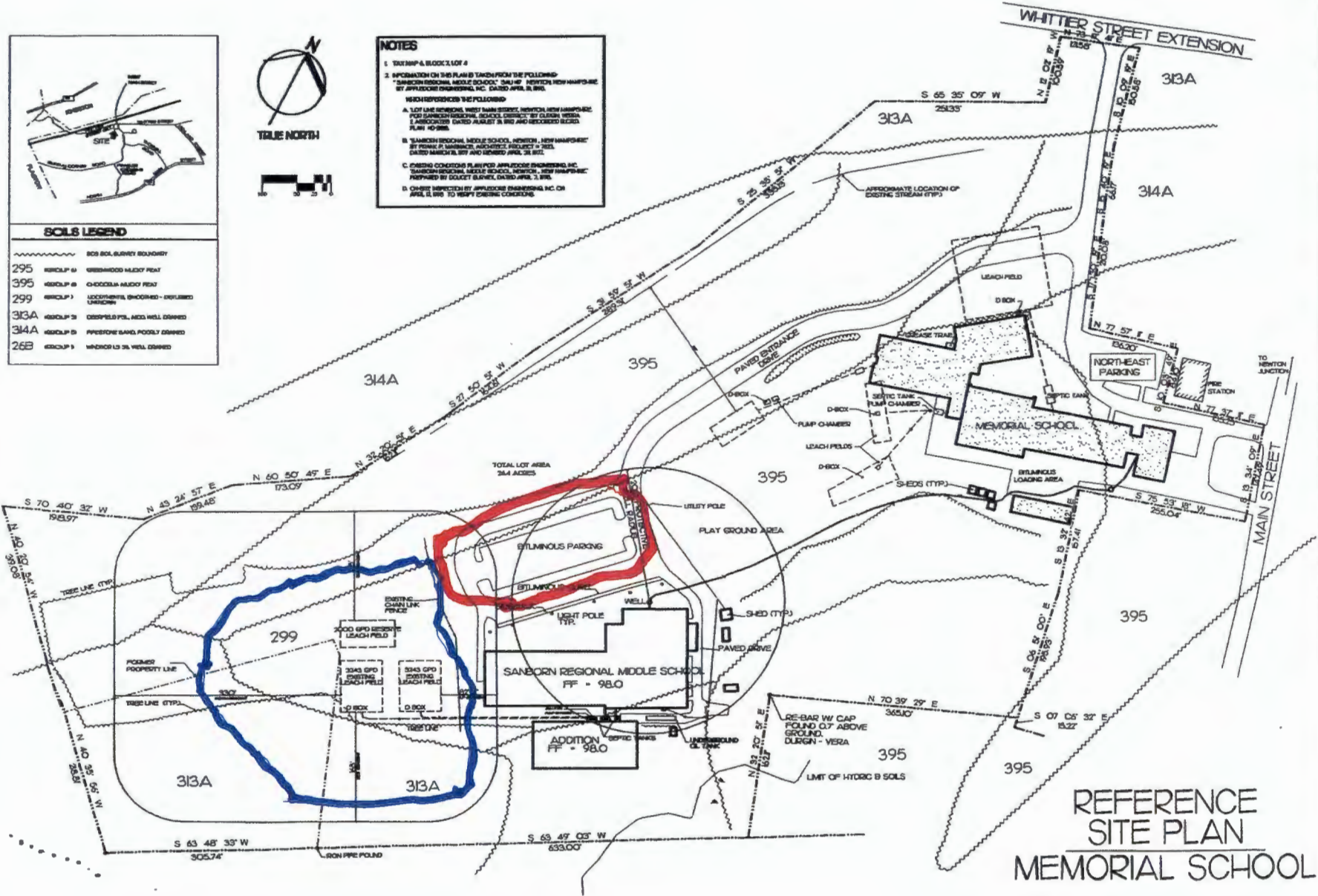
1. THIS MAP & BLOCK LOT 4
2. INFORMATION ON THIS PLAN IS TAKEN FROM THE FOLLOWING:
 - "SANBORN REGIONAL MIDDLE SCHOOL" 34147 NEWTON NEW HAMPSHIRE BY APPLICATOR ENGINEERING, INC. DATED APRIL 8, 1990.

WHEREAS SPECIES ARE FOLLOWING

- A. LOT LINE SURVEYS WEST HAMPSHIRE, NEWTON NEW HAMPSHIRE FOR SANBORN REGIONAL SCHOOL DISTRICT BY CLAREN VERRA, LAND SURVEYOR DATED AUGUST 2, 1990 AND RECORDED RECORD PLUMB 40-288.
- B. SANBORN REGIONAL MIDDLE SCHOOL, NEWTON, NEW HAMPSHIRE BY FRANK R. HARRINGTON, ARCHITECT, DATED APRIL 8, 1990. DATED MARCH 28, 1991 AND RECORDED APRIL 28, 1991.
- C. PAVING CONDITIONS PLAN FOR APPLICATOR ENGINEERING, INC. SANBORN REGIONAL MIDDLE SCHOOL, NEWTON, NEW HAMPSHIRE PREPARED BY DAVID J. BLONK, DATED APRIL 7, 1991.
- D. ON-SITE INSPECTION BY APPLICATOR ENGINEERING, INC. ON APRIL 8, 1990 TO VERIFY EXISTING CONDITIONS.

SOILS LEGEND

---	809 SOL SURVEY BOUNDARY
295	GROUP 4 GREENWOOD MUDGY PEAT
395	GROUP 6 CHOCOLA MUDGY PEAT
299	GROUP 7 LUDLOWVILLE UNDRYED - DEFUNDED LIGNUM
313A	GROUP 3 OSSFELD PSL. MED. WELL DRAINED
314A	GROUP 5 PIPSTONE SAND. POORLY DRAINED
26B	GROUP 1 WHIPPOURWILLIS. WELL DRAINED



REFERENCE
SITE PLAN
MEMORIAL SCHOOL

REVISIONS

NO.	DESCRIPTION	DATE



TEAH DESIGN
ARCHITECTURAL AND CONSULTING SERVICES
40 HARVEY ROAD, LONDONDERRY, NH 03053
603-274-4669 FAX 603-274-4668

PROJECT: SANBORN REGIONAL SCHOOL DISTRICT
MEMORIAL SCHOOL
DATE: JULY 7, 1999
DRAWN BY: JTB
CHECKED BY: JTB
SCALE: AS SHOWN
SHEET NUMBER: 1 OF 2

AO