

Agreement of Lease

AGREEMENT OF LEASE made this day _____ of _____. by and between Town of Conway, whose address is 1634 East Main Street, Center Conway, New Hampshire, 03813 for itself and its successors, assigns and legal representative (hereinafter referred to as LANDLORD). And Valley Vision Inc., whose address is 2888 White Mountain Highway North Conway, New Hampshire 03812, for itself and its successors. assigns and legal representative (hereinafter to as TENANT),

WITNESSETH: ne parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

1. DESCRIPTION OF PREMISES: The Landlord hereby demises and leases unto the tenant the following described premises, approximately 1200 square feet located on the second (2) floor of the building. County of Carroll, State of New Hampshire
2. USE: The premises are to be for the operation of a local television station, and for no other purpose without prior written consent of the Landlord. The Tenant shall maintain the leasehold and all improvements thereto in a neat and clean manner, so as to provide an attractive and healthy facility, for the benefit of the public and other tenants in the building(s) on the property.
3. USE PROHIBITED: Tenant shall not use any portion of the premises for purposes other than those hereinabove, and no use shall be made upon the premised, or acts done, which will increase the existing rate of insurance upon the property, or cause cancellation of insurance policies covering said property. Tenant shall not conduct or permit any sale by auction on the premises. If Tenant increases the cost of the Landlord and/or other tenant's insurance due to the nature of the Tenant's business, it will the Tenant's obligation to pay for the additional cost(s).
4. TERMS: To have and to hold the same premises with the appurtenances thereto for the term of this lease which shall for ONE YEAR (1), commencing on October 1, 2019, " Commencement Date", and expiring September 30, 2020, "Expiration Date". If landlord fails to deliver possession of the premises at the Commencement Date, the Landlord shall not be liable for any damages caused thereby, nor shall this lease be void or avoidable, but the commencement date shall be extended and no rent shall be due until Landlord delivers possession. Provided however that notwithstanding the fact that the Commencement Date has extended, the Expiration Date shall be extended to expire Sixty Months after the extended Commencement Date. A letter will be furnished to the Tenant to notify him of the new commencement and expiration date, such letter shall be attached to the Lease as an addendum. All the other terms and conditions of this Lease, including, without limitation. all dates and time periods contained herein, shall also remain as stated herein. If this Lease is extended or renewed, all references to "term" herein shall refer to the extension or renewal term unless specifically designated otherwise.
5. RENT:

A. Rent is in monthly installments in advance on the first day of each month during each lease year of the term at Town Hall, located at 1634 E Main Street, Center Conway, NH 03813 (and also at the early termination of this lease, a proportionate part of rent for any part of a month then If Landlord elects to accept rent after Fifth (5) day of the month. interest will accrue on such sum at the rate of 5% per month until such time as it is paid.

B. The base rent for each year of the term (the "Base Rent") shall as follows:

YEAR One per month \$900.00 Per Year \$10,800.00

6. OPTION TO RENEW:

(A) Tenant shall have the right, subject to the terms and conditions specified in this paragraph, to extend the terms of this lease for

One successive of Five (5) years, The extension period shall be on all terms, Covenants, and conditions of this Lease except that there shall be no further rights of extension after the expiration of said extension period, and provided that the Base Rent for such extension periods shall be determined in accordance with 6B. Such right to extend is subject to following conditions:

(a) such rights may be exercised only by written notice to Landlord by Tenant given at least (9) months to the expiration of the original term of this Lease;

(b) this lease may so extended only if this Lease is in full force and effect and Tenant is not in default hereunder with respect to any matter as to which notice of default has been given and not remedied on the date of the giving of the notice of extension and on the date of commencement of the extended term. Upon the giving of such notice and without any further instrument. lease or agreement, this Lease shall be so extended.

(B.) At the beginning of any renewal term hereunder, the Base Rent for such renewal term shall be the greater of (a) the Base Rent in effect on the day preceding the commencement of the extended term, or (b) the fair market rental rate (as herein defined) for similar properties for a similar lease term on the same basis as set forth herein, with all other expenses related to the ownership and operation of the premises as set forth herein, as such fair market rental is determined by agreement of Landlord and Tenant at the time of any exercise of a right of renewal by Tenant hereunder. In the event that the Landlord and Tenant cannot agree on the fair market rental within thirty (30) days from the date of Tenant's exercise of its right to renew, then the option shall terminate.

7. SECURITY DEPOSIT: The security deposit will remain, as is.

8. UTILITIES: The Tenant shall pay, as they become due, all bills for electricity, heat, and hot water, that are furnished to the Premises and placed in their name. At the commencement of the Lease the Tenant shall pay the entire cost of the electric, heating, and hot water, on the rented space. The Landlord shall have no obligation to provide utilities or equipment other than the utilities and equipment that presently are within the Premises as of the Commencement Date of this lease. In the event The Tenant requires additional utilities or equipment, the installation and maintenance thereof. shall be the

Tenants sole obligation, provided that such installation shall be subject to the written consent of The Landlord.

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

10. **REPAIRS AND MAINTENANCE:** The Tenant agrees to maintain the premises in good condition, damage by fire and other casualty only excepted, and whenever necessary, to replace plate glass and other glass therein and carry plate glass insurance. The Tenant shall not permit the Premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste. The Tenant shall replace, at its own cost and expense all light bulbs, and light fixtures which are damaged, broken or cease to function during the term hereof, with bulbs or fixtures of the same kind of quality. Tenant shall also provide routine maintenance of the Toilet(s) and Sink(s). Further, Tenant agrees to pay landlord on demand the cost of repairs and replacement due to any damage necessitating structural repairs to the Premises or any other part of the building, or the Land caused by any negligence or willful act or misuse or abuse by Tenant from demand until payment. Landlord shall maintain and if necessary, repair the roof, exterior walls, and structural foundations.

11. **SNOW REMOVAL:** The removal of snow and ice from walkways shall be the Tenants responsibility and the removal of snow and ice from the parking lot shall the Landlords responsibility.

12. **INDEMNIFICATION OF LANDLORD:** Landlord and its agents, employees and contractors shall not be liable for any injury to any person or damage to property due to the building in which premises are in need of repair or due to the happening of any accident in or about the premises, or due to any act or neglect of Tenant or of any employee or visitor of Tenant. This provision applies without limitation to injury or damage caused by nature, rain, snow, ice, wind, frost, water, steam, gas, or odors in any form or by the bursting or leaking of windows, doors, walls, ceilings, floors, pipes, gutter, or other fixtures and to damage or injury caused by fixtures, furnishings, equipment and the like situated at the premises whether owned by Tenant or others.

13. **GENERAL LIABILITY INSURANCE:** Tenant, at his expense, shall maintain plate glass and public liability insurance including bodily injury and property damage insuring Tenant and Landlord with coverage as follows: Glass at replacement, public liability insurance \$1,000,000/\$500.00,

property insurance at \$100,000. Tenant shall insure all its equipment, fixtures, inventory, and other property including business interruption and any other insurance desired for coverage in the event of loss by fire or other casualty. Prior to occupancy Tenant shall provide Landlord with a Certificate of Insurance showing Landlord as additional insured. The Certificate shall provide for a Ten (10) day written notice to Landlord in the event of cancellation or material change of coverage. To the maximum extent permitted by insurance policies which may be owned by Landlord or Tenant, Tenant or Landlord, for the benefit of each, waive any and all rights of subrogation which might otherwise exist.

14. **INSURANCE:** Tenant shall not use the premises in any manner that will increase risks covered by insurance on the premises and result in an increase in rate of insurance or a cancellation of any insurance policy, even if such use may be in furtherance of Tenant's business purposes. Tenant shall not keep, use, or sell anything prohibited by any policy of fire insurance covering the premises and shall comply with all requirements of the insurance applicable to the premises necessary to in force and fire and liability insurance. In the event that the insurance is increased, the tenant agrees to pay an increase over the base amount.

15. **TENANTS INSURANCE:** Personal property (including merchandise, furniture, fixtures, inventory and equipment), and the loss of use of personal property of the Tenant shall be at the sole risk and responsibility of the Tenant and if the whole or any part of any such personal property is destroyed or damaged by fire, water or by the leaking or bursting of pipes, or in another manner, no part of such loss or damage or loss of use will be charged to the Landlord. Tenant shall purchase and maintain insurance in an amount adequate to repair or replace its personal property and the Tenant improvement and interior finish and build-out to the premises. The Tenant is responsible for the replacement of any broken plate glass that is part of the Building covered by this lease.

Tenant agrees to furnish the Landlord with Certificates of Insurance prior to the beginning of the term of the lease. Renewal Certificates of Insurance shall be delivered to the Landlord at least fifteen (15) days in advance of each renewal date.

16. **TAXES AND INSURANCE: INCLUDED IN RENT**

17. **COMMON AREA EXPENSES: INCLUDED IN RENT**

18. **ABANDONMENT OF PREMISES:** Tenant shall not vacate or abandon the premises at any time during the term hereof and if Tenant shall abandon or vacate the premises, or be disposed by process of law, or otherwise, any personal property belonging to Tenant left upon the premises shall be deemed to be abandoned, at the option of the Landlord.

19. **ORDINANCE AND STATUTES:** Tenant shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities

now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Tenant. The commencement or pendency of any state or federal court abatement proceeding affecting the use of the premises shall, at the option of the Landlord, be deemed a breach hereof.

20. SIGNS: The Tenant shall have the right and privilege of providing painted lettering on the door and on the windows to the demised premises to indicate the name of the Tenant and to describe its business; and in addition to the above painted lettering, it shall be the privilege of the Tenant to erect a suitable sign bearing similar information on the designated sign post. Such sign and size of sign must be approved by the Landlord and erected in the conformity with appropriate ordinances of the Town of Conway, New Hampshire.

21. FAILURE TO MAINTAIN: If the Tenant does not maintain all the premises and all appurtenances thereto as hereinbefore specified in good repair, reasonable wear and tear expected, and/or does not perform all other services as require herein, the Landlord shall notify the Tenant in writing in reference thereto by registered mail. If, within fifteen (15) days after such notice has been mailed to the Tenant, said Tenant failed to take steps to remedy the grievances specified, the Landlord may contract to have said grievances remedied and the Tenant assumes and agrees to pay the cost thereof.

22. ASSIGNMENT OF SUBLEASE: Tenant shall not assign, sublet, underlet, mortgage, pledge or encumber this lease. Any assignment or subletting shall be void and, at the option of the Landlord, may terminate this Lease.

23. FIXTURES: All fixtures or equipment of whatever nature owned by the Tenant and which have been attached to the demised premises shall remain the personal property of the Tenant and may be removed by the Tenant at its discretion but not later than the date of termination of this lease or the termination of any extension, renewal, tenant at will or tenant at sufferance occupancy thereof. The Tenant shall repair promptly any damage to the demised premises caused by such removal.

24. YIELD UP: Tenant shall, at the expiration or earlier termination of the term of this Lease, surrender all keys to the Premises; remove all of its trade fixtures and personal property in the Premises; remove such installations made (or if applicable, restore any items removed) by it as Landlord may request and all Tenant's signs wherever located; repair all damage caused by such removal and yield up the Premises (including all installations and improvements, made by Tenant except for trade fixtures and such of said installations or improvements as Landlord shall request Tenant to remove), broom clean and in the same good order and repair in which Tenant is obligated to keep and maintain the Premises by the provisions of this Lease. Any property not so removed shall be deemed abandoned and may be removed and disposed of by Landlord in such manner as Landlord shall

determine and Tenant shall pay Landlord the entire cost and expense incurred by it in effecting such removal and disposition and in making any incidental repairs and replacements to the Premises and for use and occupancy during the period after the expiration or earlier termination of the term of this Lease and prior to the performance by Tenant of its obligations under this subsection. Tenant shall further indemnify Landlord against all loss, cost and damage resulting from Tenant's failure or delay in surrendering the Premises as above provided.

25. **HOLDOVER:** If the Tenant remains on the premises beyond the expiration date, such holding over shall not be deemed to create any tenancy at will, but the Tenant shall be a Tenant at sufferance only, at a daily rate equal to three (3) times the rent and other charges for the last year under this lease. However, all other conditions of this lease to be performed by Tenant shall continue in force.

26. **CONDEMNATION:** If any part of the premises shall be taken or condemned for public use, and a part thereof remains which is susceptible of occupation hereunder, this Lease shall, as to the part taken, terminate as of the date the condemnor acquires possession, and thereafter Tenant shall be required to any such proration of the rent for the remaining term as the value of the premises at the date for condemnation; provide however, that Landlord may at his option, terminate this Lease as of the date the condemnor acquires possession. In the event that the demised premises are condemned in whole or that such portion so condemned that the remainder is not susceptible for use hereunder, this lease shall terminate upon the date upon which the condemnor acquires possession. All sums which may be payable on account of any condemnation shall belong to the Landlord, and Tenant shall not be entitled to any part thereof, provided however, that Tenant shall be entitled to retain any amount awarded to him for his trade fixtures or moving expense.

27. **DESTRUCTION OF PREMISES:** In the event of a partial destruction of the premises during the term hereof, from any cause, Landlord shall forthwith repair the same, provided that such repairs can be made within sixty (60) day under existing governmental laws and regulations, but such partial destruction shall not terminate this Lease, except the Tenant shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent tot which the making of such repairs shall interfere with the business of Tenant on the premises as determined by the Landlord. If such repairs cannot be made within said sixty (60) days, Landlord, at his option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionally abated as aforesaid, and in the event that Landlord shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be termination at the option of either party. In the event that the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Landlord may elect to terminate this Lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease.

28. **INSOLVENCY:** IN the event a receiver is appointed to take over the business of Tenant, or in the event Tenant makes a general assignment for the benefit of creditors, or Tenant takes or suffers any action under any insolvency or bankruptcy act, the same shall constitute breach of this Lease by Tenant.

29. **REMEDIES OF OWNER ON DEFAULTS:** IN the event of any breach of the Lease by Tenant, Landlord may, at his option, terminate the Lease and recover from Tenant; (a) the worth at the time of award of the unpaid rent which was earned at the time of termination; (b) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of the award exceeds the amount of such rental loss that the Tenant proves could have been reasonably avoided; (c) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; and (d) any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform his obligations under the Lease or which in the ordinary course of things would be likely to result there from. Landlord may, in the alternative, continue this Lease in effect, as long as Landlord does not terminate Tenant's right to possession, and Landlord may enforce all his rights and remedies under the Lease, including the right to recover the rent as it becomes due under the Lease. If said breach of Lease continue, Landlord may, at any time thereafter, elect to terminate the Lease. Nothing contained herein shall be deemed to limit any other rights or remedies which Landlord may have.

30. **ATTORNEY'S FEES:** IN case suit should be brought for recovery of the premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

31. **ESTOPPEL CERTIFICATE:** (a) 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 (1) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modifications and certifying that this Lease, as so modified, is in full force and effect), the amount of any security deposit and the date to which the rent and other charges are paid in advance, if any, and (2) acknowledging that there are not, to Tenant's knowledge, and uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrance to the Premises; (b) At Landlord's option, Tenant's failure to deliver such statement within such time shall be a material breach of this Lease or shall be conclusive upon Tenant (1) that this Lease is in full force and effect, without modifications except as may be represented by Landlord, (2) that there are no uncured defaults in Landlord's performance, and (3) that

not more than one month's rent has been paid in advance or such failure may be considered by Landlord as a default by Tenant under this Lease.

32. ALTERATIONS – ADDITIONS: The Tenant shall not make structural alterations or additions to the premises, but may make non-structural alterations provided the Landlord consents thereto in writing, which consent shall not be unreasonably withheld or delayed. All such allowed alterations shall be at Tenant's expense and shall be in quality at least equal to the present construction. Tenant shall not permit any mechanic's liens, or similar liens, to remain upon the leased premises for labor and material furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed at the direction of Tenant and shall cause any such lien to be released of record forthwith without cost to Landlord. Any alterations or improvements made by the Tenant shall become the property of the Landlord at the termination of occupancy as provided herein.

33. DESTRUCTION BY FIRE, ETC: If the premises or any part hereof, or any appurtenances thereto, are destroyed or so injured by fire, the elements, and any other unavoidable casualty, or are taken to public use so as to render the premises unrentable or unfit for occupancy in whole or in part for the Tenant's uses, the Tenant, in its sole discretion, may exercise by notice in writing the Landlord, one or more of the following options:

- (a.) SURRENDER ENTIRE PREMISES: Quit and surrender the entire demised premises in which event, the rent shall abate from the time of the fire, or other cause, and the Tenant shall not be liable for further rent unless the Tenant resumes occupancy after restoration or rebuilding as provided in Option (c); or
- (b.) SURRENDER PART AND RETAIN PART: Quit and surrender such part only of the premises as the Tenant deems unrentable or unfit for occupancy and retain and occupy the remainder for the balance of the term; in which event the rent shall be apportioned according to area for the part retained, and abated to end of the term as to part surrendered unless the Tenant resumes occupancy after restoration or rebuilding as provided in Option (c); or
- (c.) RESUME OCCUPANCY AS PREMISES ARE RESTORED OR REBUILT PROMPTLY WITHIN AGREED TIME: Notwithstanding the prior exercise of either Option (a) or Option (b) aforesaid, if the premises shall be promptly restored or rebuilt within an agreed time, the Tenant shall have the option, upon the completion or restoration of the premises within a reasonable time or within the agreed time, as the case may be, to resume full occupancy of the entire premises.

If the tenant shall exercise this option by so resuming occupancy of the entire premises, it shall thereafter pay full rent to the termination originally fixed in this lease. But, if the Tenant shall not exercise its Option (c), the Tenant may, in its

discretion, surrender a partially occupied portion retained under Option (b) without further liability for the payment of rent therefore.

(d.) TERMINATION OF LEASE AND RELEASE OF

PREMISES: In the event the premises are so damaged in the opinion of the Landlord as to prevent consideration of any further occupancy by the Tenant, then this lease shall be terminated; and Tenant shall quit and surrender the premises and all rents and covenants under the lease shall be abrogated and thereupon the lease, renewal extension or holdover period shall cease and terminate as of the date of the casualty. The Landlord shall have the sole and exclusive right to determine whether to rebuild the premises.

34. NOTICE: Any notice from the Landlord to the Tenant relating to the premises or to the occupancy thereof, shall be deemed duly served if left at the premises addressed to the Tenant, or if mailed to the premises, registered or certified mail, return receipt requested, postage prepaid, addressed to the Tenant. Any notice from the Tenant to the Landlord relating to the premises or to the occupancy thereof, shall be deemed duly served, if mailed to the Landlord by registered or certified mail, return receipt requested, postage prepaid, addressed to the Landlord at such address as the Landlord may from time to time advise in writing. All rent shall be paid and notices shall be sent to the Landlord at Rick Brillard, whose address is: 167 Varney Road Dover, NH 03820.

35. SUBORDINATION: This lease shall be subject and subordinate to any and all mortgages, deeds or trust and other instruments in the nature of a mortgage, now or at any time hereafter a lien or liens on the property of which the premises are a part and the Tenant shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage.

36. BROKERAGE: Tenant warrants that it has no dealings with any broker or agent other than Badger Realty ("Broker") in connection with the negotiation or execution of this Lease, and Tenant agrees to indemnify Landlord and hold Landlord harmless from and against any and all costs, expenses or liability for commissions or other compensation or charges claimed by any broker or agent other than Broker with respect to this lease.

Landlord shall pay to Broker a commission for the initial Term of the Lease (the "Commission"), for negotiating this Lease, it being agreed that such Broker's right to the Commission irrevocably vest upon the full execution of this lease by Landlord and Tenant, notwithstanding subsequent default by Landlord or Tenant or any amendment, modification or termination of this Lease. The Commission shall be compute based upon the Minimum Rent and

shall exclude any and all other charges other than the Minimum Rent due from or paid by Tenant pursuant to this Lease.

37. NON-WAIVER PROVISION: No acceptance by Landlord of a lesser sum than the rent, additional rent or any other charge then due shall be deemed to be other than on account of the earliest installment of such rent or charge due, nor shall any endorsement or statement on any check or any charge be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy provided in this lease.

38. NO OFFER TO LEASE: The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the premises. This document shall become effective and binding only upon the execution and delivery hereof by Landlord and by Tenant and until such execution and delivery, Landlord shall not in any way be bound to enter into a lease with Tenant for the premises.

39. OPTION TO RELOCATE: In the event that the Landlord desires to redevelop this property, the Tenant agrees to relocate at any time with written notice, to facilities provided by the Landlord that have a minimum space of 1200 square feet, or at the option of the Tenant to terminate this lease and vacate the premises within 60 days of written notice by the Landlord.

40. CONTINGENCY: This lease shall be Null and void if the Town of Conway shall not allow the premises to be used as a restaurant, and if the State of New Hampshire will not issue the necessary licenses to operate a restaurant, If the Town of Conway approves such use however creates an economic hardship for the Landlord then this lease can be terminated by the Landlord.

41. ENTIRE AGREEMENT: This lease sets forth the entire agreement between the parties and cannot be modified or amended except in writing duly executed by the respective parties.

42. NO RECORDING: This lease shall not be recorded.

43. This lease is governed by the Laws of the State of New Hampshire.

WITNESS the hands of the parties hereto on the day and year first written.

LANDLORD _____ DATE: _____

TENANT _____ DATE _____

COMMERCIAL LEASE

THIS LEASE is made and entered into this 20th day of January, 2022, by and between the **TOWN OF CONWAY** with a mailing address of 23 Main Street, Conway, NH 03818 (hereinafter referred to as "Landlord") and **SMART EQUIPMENT INNOVATORS, LLC** with a mailing address of P.O. Box 1940, Conway, NH 03818 (hereinafter referred to as "Tenant").

ARTICLE 1. Premises. Landlord does hereby lease, demise and let unto Tenant, and Tenant hereby leases and takes from Landlord, for the term and upon and subject to the terms and conditions set forth in this Lease, The space identified as Unit 5 in the Old Town Hall building located at 1634 East Main St., Center Conway, NH 03813, hereinafter referred to as the "Leased Premises" or "Premises".

ARTICLE 2. Term.

(a) **Term.** The Term of this Lease shall be from month-to-month beginning on January 15, 2022.

(b) **Termination.** This month-to-month lease can be terminated by Landlord or Tenant with 30 days advance written notice.

ARTICLE 3. Rent. Commencing February 1, 2022, Tenant shall promptly pay Landlord rent in the amount of Four Hundred and Twenty Five Dollars (\$425.00) per month on or before the 1st of each month.

ARTICLE 4. Use. Tenant shall not suffer or permit the Leased Premises or any part thereof to be used in any manner, or anything to be done therein, or suffer or permit anything to be brought into or kept in the Leased Premises, which would in any way (i) violate any law or requirement of governmental authorities, (ii) cause damage to the Leased Premises or any part thereof, (iii) interfere with the normal operation of or overload or exceed the capacity of the heating, air conditioning, ventilating, structural capability, plumbing (including septic), or other mechanical or electrical systems of the Leased Premises and the facilities installed therein, (iv) constitute a public or private

nuisance, or (v) alter the appearance of the exterior of the Leased Premises or any portion of the interior thereof, except otherwise permitted hereunder.

ARTICLE 5. Compliance with Laws. Tenant, at Tenant's expense, shall comply with all laws and ordinances, and all rules, orders and regulations of all governmental authorities and of all insurance policies, at any time duly issued or in force, applicable to the Leased Premises or any part thereof or to the Tenant's use thereof. In the event Landlord is cited for violation of any laws and ordinances, or rules, orders or regulations thereunder, by reason of a use or conduct on the Premises by Tenant, then Tenant shall bear the defense of said Landlord, including Landlord's reasonable attorney's fees, and pay all costs, fines or other charges ordered therefor against Landlord by reason of said improper conduct and use by Tenant.

ARTICLE 6. Landlord's Property. All fixtures, equipment, improvements, installations and appurtenances attached to or built into the Leased Premises at the commencement or during the Term of this Lease, whether by Landlord at its own expense or at the expense of Tenant, shall be and remain a part of the Leased Premises, and shall be deemed the property of Landlord without compensation, allowance or credit to Tenant and shall not be removed by Tenant, except as Landlord, at its sole and exclusive option, shall otherwise permit or require, and except as hereinafter in this Article expressly provided.

ARTICLE 7. Repairs and Maintenance - Structural and Ordinary. Landlord shall, at its cost and expense, make all necessary structural repairs and replacements, including any roof leakage, to the Leased Premises, and replace or repair any water, heating, septic or electrical system serving the Leased Premises which fails or needs repair or replacement during the term of this Lease.

ARTICLE 8. Assignment, Mortgaging, Subletting. Tenant covenants and agrees for Tenant and its successors, assigns and legal representatives, that this Lease shall not be assigned, nor the Leased Premises sublet.

ARTICLE 9. Surrender. Upon the expiration or other termination of the term of this Lease, Tenant shall quit and surrender the Leased Premises broom clean, in as good condition, order and repair as on the Commencement Date of this Lease and as to any subsequent improvements, repairs, replacements or additions, in as good condition, order

and repair as when completed, ordinary wear and tear excepted, and shall remove all its property therefrom, except as otherwise provided in this Lease.

ARTICLE 10. Indemnity and Public Liability Insurance.

(a.) Tenant shall hold Landlord harmless and shall indemnify Landlord from and against all injury (including death) to any person or loss of or damage to any property while on the Leased Premises or arising (directly or indirectly) out of or in connection with the possession, use, occupation or control of the Leased Premises, or the Property, and from and against all injury (including death) to any person or loss of or damage to any property anywhere occasioned, or claimed to have been occasioned, by any act, neglect or default of Tenant, its agents, employees, guests, licensees or contractors. This hold harmless and indemnity agreement shall include indemnity against all costs, expenses and liabilities incurred in connection with any such injury, loss or damage or in defense of any claim or claims on account thereof, including attorneys' fees.

(b.) Tenant shall maintain Comprehensive General Public Liability Insurance with respect to the Leased Premises. Tenant shall provide the Landlord with an annual certificate of insurance for Comprehensive General Public Liability Insurance. Such policy shall provide that it may not be cancelled without at least thirty (30) days' prior written notice to each insured.

(c.) The Comprehensive General Public Liability Insurance shall be maintained on an "occurrence" basis in amounts reasonably required by Landlord, but not less than One Million Dollars (\$1,000,000.00), for injury to or death of one person, and One Million Dollars (\$1,000,000.00) for injury to or death of more than one person in a single accident or occurrence, and property damage insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) with companies qualified to do business in the State of Maine, insuring Landlord (as an additional insured), Tenant and any designees of Landlord against injury to persons or damage to property as herein provided. In no event, however, shall the limits of said policies be considered as limiting the liability of Tenant under this Lease.

(d.) Landlord shall provide Commercial Building Insurance for the Leased Premises and provide tenant with proof of insurance annually.

ARTICLE 11. Utilities. Rent shall include heat, water, electricity, and all other utilities used or consumed in connection with the Leased Premises. Landlord is also responsible for plowing. Tenant is responsible for trash removal.

ARTICLE 12. Access. Landlord or Landlord's agent shall have the right to enter and/or pass through the Leased Premises, or any part thereof, at reasonable times during reasonable hours to examine the Leased Premises.

ARTICLE 13. Entire Agreement; No Other Representations.

(a.) This instrument contains the entire and only agreement between the parties, and no oral statements or representations or prior written matter not contained in this instrument shall have any force or effect. This Lease shall not be modified in any way except by a writing executed by all parties.

(b.) Tenant expressly acknowledges and expresses that Landlord has not made and is not making, and Tenant, in executing and delivering this Lease, is not relying upon any warranties, representations, promises or statements except to the extent that the same are expressly set forth in the Lease. It is agreed that all prior understandings and agreements between the parties are merged in this Lease, which fully and completely expresses the agreement of the parties.

ARTICLE 14. Interpretation of Lease. This Lease shall be governed in all respects by the laws of the State of New Hampshire.

ARTICLE 15. Counterparts. This Lease may be executed in any number of counterparts, all of which shall constitute a single instrument.

IN WITNESS WHEREOF, Landlord and Tenant have respectively duly signed, sealed and delivered this Lease Agreement as of the day and year first above written.

TOWN OF CONWAY, Landlord



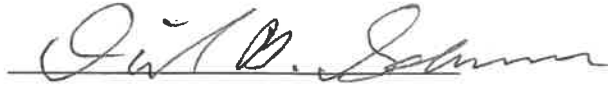
Witness



**SMART EQUIPMENT INNOVATORS,
LLC, Tenant**



Witness



COMMERCIAL LEASE

THIS LEASE is made and entered into this 1st day of August, 2022, by and between the **TOWN OF CONWAY** with a mailing address of PO Box 2680, Conway, NH 03818 (hereinafter referred to as “Landlord”) and **SMART EQUIPMENT INNOVATORS, LLC.** with a mailing address of P.O. Box 265, Center Conway, NH 03813 (hereinafter referred to as “Tenant”).

ARTICLE 1. Premises. Landlord does hereby lease, demise and let unto Tenant, and Tenant hereby leases and takes from Landlord, for the term and upon and subject to the terms and conditions set forth in this Lease. The spaces are identified as Unit 4 in the Old Town Hall building located at 1634 East Main St., Center Conway, NH 03813, hereinafter referred to as the “Leased Premises” or “Premises”.

ARTICLE 2. Term.

(a) **Term.** The Term of this Lease shall be from month-to-month beginning on August 1, 2022.

(b) **Termination.** This month-to-month lease can be terminated by Landlord or Tenant with 30 days advance written notice.

ARTICLE 3. Rent. Commencing August 1, 2022, Tenant shall promptly pay Landlord rent in the amount of Three Hundred (\$300.00) per month on or before the 1st of each month.

ARTICLE 4. Use. Tenant shall not suffer or permit the Leased Premises or any part thereof to be used in any manner, or anything to be done therein, or suffer or permit anything to be brought into or kept in the Leased Premises, which would in any way (i) violate any law or requirement of governmental authorities, (ii) cause damage to the Leased Premises or any part thereof, (iii) interfere with the normal operation of or overload or exceed the capacity of the heating, air conditioning, ventilating, structural capability, plumbing (including septic), or other mechanical or electrical systems of the

Leased Premises and the facilities installed therein, (iv) constitute a public or private nuisance, or (v) alter the appearance of the exterior of the Leased Premises or any portion of the interior thereof, except otherwise permitted hereunder.

ARTICLE 5. Compliance with Laws. Tenant, at Tenant's expense, shall comply with all laws and ordinances, and all rules, orders and regulations of all governmental authorities and of all insurance policies, at any time duly issued or in force, applicable to the Leased Premises or any part thereof or to the Tenant's use thereof. In the event Landlord is cited for violation of any laws and ordinances, or rules, orders or regulations thereunder, by reason of a use or conduct on the Premises by Tenant, then Tenant shall bear the defense of said Landlord, including Landlord's reasonable attorney's fees, and pay all costs, fines or other charges ordered therefor against Landlord by reason of said improper conduct and use by Tenant.

ARTICLE 6. Landlord's Property. All fixtures, equipment, improvements, installations and appurtenances attached to or built into the Leased Premises at the commencement or during the Term of this Lease, whether by Landlord at its own expense or at the expense of Tenant, shall be and remain a part of the Leased Premises, and shall be deemed the property of Landlord without compensation, allowance or credit to Tenant and shall not be removed by Tenant, except as Landlord, at its sole and exclusive option, shall otherwise permit or require, and except as hereinafter in this Article expressly provided.

ARTICLE 7. Repairs and Maintenance - Structural and Ordinary. Landlord shall, at its cost and expense, make all necessary structural repairs and replacements, including any roof leakage, to the Leased Premises, and replace or repair any water, heating, septic or electrical system serving the Leased Premises which fails or needs repair or replacement during the term of this Lease.

ARTICLE 8. Assignment, Mortgaging, Subletting. Tenant covenants and agrees for Tenant and its successors, assigns and legal representatives, that this Lease shall not be assigned, nor the Leased Premises sublet.

ARTICLE 9. Surrender. Upon the expiration or other termination of the term of this Lease, Tenant shall quit and surrender the Leased Premises broom clean, in as good condition, order and repair as on the Commencement Date of this Lease and as to any subsequent improvements, repairs, replacements or additions, in as good condition, order and repair as when completed, ordinary wear and tear excepted, and shall remove all its property therefrom, except as otherwise provided in this Lease.

ARTICLE 10. Indemnity and Public Liability Insurance.

(a.) Tenant shall hold Landlord harmless and shall indemnify Landlord from and against all injury (including death) to any person or loss of or damage to any property while on the Leased Premises or arising (directly or indirectly) out of or in connection with the possession, use, occupation or control of the Leased Premises, or the Property, and from and against all injury (including death) to any person or loss of or damage to any property anywhere occasioned, or claimed to have been occasioned, by any act, neglect or default of Tenant, its agents, employees, guests, licensees or contractors. This hold harmless and indemnity agreement shall include indemnity against all costs, expenses and liabilities incurred in connection with any such injury, loss or damage or in defense of any claim or claims on account thereof, including attorneys' fees.

(b.) Tenant shall maintain Comprehensive General Public Liability Insurance with respect to the Leased Premises. Tenant shall provide the Landlord with an annual certificate of insurance for Comprehensive General Public Liability Insurance. Such policy shall provide that it may not be cancelled without at least thirty (30) days' prior written notice to each insured.

(c.) The Comprehensive General Public Liability Insurance shall be maintained on an "occurrence" basis in amounts reasonably required by Landlord, but not less than One Million Dollars (\$1,000,000.00), for injury to or death of one person, and One Million Dollars (\$1,000,000.00) for injury to or death of more than one person in a single accident or occurrence, and property damage insurance in an amount not less than Five Hundred

Thousand Dollars (\$500,000.00) with companies qualified to do business in the State of Maine, insuring Landlord (as an additional insured), Tenant and any designees of Landlord against injury to persons or damage to property as herein provided. In no event, however, shall the limits of said policies be considered as limiting the liability of Tenant under this Lease.

(d.) Landlord shall provide Commercial Building Insurance for the Leased Premises and provide tenant with proof of insurance annually.

ARTICLE 11. Utilities. Rent shall include heat, water, electricity, and all other utilities used or consumed in connection with the Leased Premises. Landlord is also responsible for plowing. Tenant is responsible for trash removal.

ARTICLE 12. Access. Landlord or Landlord's agent shall have the right to enter and/or pass through the Leased Premises, or any part thereof, at reasonable times during reasonable hours to examine the Leased Premises.

ARTICLE 13. Entire Agreement; No Other Representations.

(a.) This instrument contains the entire and only agreement between the parties, and no oral statements or representations or prior written matter not contained in this instrument shall have any force or effect. This Lease shall not be modified in any way except by a writing executed by all parties.


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TOWN OF CONWAY, Landlord


Witness



**SMART EQUIPMENT INNOVATORS,
LLC, Tenant**


Witness

