

## LEASE

THIS LEASE made and entered into as of this 8<sup>th</sup> day of September, 2021, by and between D'ACTION ENTERPRISES, LLP, a Massachusetts limited liability partnership, hereinafter called "Landlord" and [REDACTED] D/B/A LYMAN LAUNDRY, with his principal office at 228 Lyman Street, Holyoke, Massachusetts, hereinafter called "Tenant."

### WITNESSETH:

In consideration of the covenants and agreements of the respective parties herein contained, the parties hereto do hereby agree as follows:

I. DEMISED PREMISES - Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, upon and subject to the terms and provisions of this lease, the following described premises (sometimes hereinafter referred to as the "demised premises," "premises," or "leased premises"):

A portion of the Buildings located at 228-236 Lyman Street, Holyoke, MA as shown on Exhibit A and the right to use in common with others the common bathrooms, parking facilities and approaches thereto. Until Landlord notifies Tenant otherwise, one bathroom in the common area shall be for Tenant's use and Tenant shall be responsible for maintenance thereof.

II. TERM OF LEASE - The term of this lease shall be for a period of five (5) years, beginning September 8, 2021 (the "Commencement Date"), and may be extended for one additional term of five (5) years upon Tenant providing one hundred and twenty (120) days advance written notice and further provided that Tenant is not then in default hereunder.

### III. TERMS AND CONDITIONS OF LEASE

A. Rent - Tenant agrees to pay to Landlord at such place or places as Landlord may by notice in writing to Tenant from time to time direct, rent at the following rate:

1. Fixed rent at the yearly rate of \$24,572. (the "Fixed Rent") payable in equal monthly installments in advance on the first day of each and every calendar month during the term hereof, and pro rata for the fraction of any month, except that on the first day Tenant shall also pay Fixed Rent at said rate for any portion of the preceding calendar month included in said term.

2. In addition to Fixed Rent, Landlord shall be entitled to an increase in rent ("Additional Rent") commencing at the end of the fifth (5<sup>th</sup>) lease year and each anniversary thereafter based upon the lesser of the Cost of Living Increase or the amount determined in accordance with (b) below.

(a) The Landlord shall compute the Cost of Living Increase, if any, for the

