

**THIS IS A LEGALLY BINDING CONTRACT, IF NOT UNDERSTOOD, SEEK  
COMPETENT ADVICE**

LEASE made this 1<sup>st</sup> day of November 2023

By Larkosh Realty Trust, Daniel J. Larkosh, Trustee, of PO Box 1659, Vineyard Haven, MA 02568

Hereinafter called LESSOR

And Alex BenDavid, personally and as President of Vineyard Exteriors, Inc. of PO Box 2093, Vineyard Haven, MA 02568.

Hereinafter called LESSEE

WITNESSETH, that the LESSOR hereby leases to the LESSEE, the land located at: Lot of land with existing fencing consisting of approximately 2,500 sq. ft. at 93 Dr. Fisher Road, West Tisbury, MA located wholly within the light-industrial zone delineated by a thick black line as lot "D" (hereinafter "lot D", "the VE lot", "the lot" or "the property").

This lease shall begin at 3:00 PM on **Wednesday, November 1, 2023**, and end at 10:00 AM on **Wednesday, November 1, 2028 (five years)**.

**And for such term, the LESSEE agrees to pay \$63,000.00.**

**Payments will be made according to the following schedule:**

**Year One: \$900.00 to be paid monthly on the first day of each month.**

**Year Two: \$975.00 to be paid monthly on the first day of each month.**

**Year Three: \$1,050.00 to be paid monthly on the first day of each month.**

**Year Four: \$1,125.00 to be paid monthly on the first day of each month.**

**Year Five: \$1,200.00 to be paid monthly on the first day of each month.**

**LESSEE also agrees to clean up the lot, dispose of any abandoned property and immediately repair the LESSOR's fence around the VE Lot at no cost to LESSOR.**

THE LESSEE AGREES: (1) To pay the rent as above stated; (2) To vacate the premises at the end of the term; (3) To abide by all terms and conditions of the permit(s) issued by the Town of West Tisbury; (4) To keep and vacate the premises in as good condition as they now are or may be put by the LESSEE except as change may result from reasonable use and wear, or fire or other unavoidable casualty; (5) To permit the LESSOR to enter at reasonable times, to examine the premises or to make repairs or improvements; (6) To make no alteration or sublease without written approval of LESSOR; (8) To make certain that all fuel and other hazardous substances are stored safely and

 D.J.L. AB A.BenD.

securely; (9) To promptly report all contamination of the property resulting from the spillage of fuel, oil or other hazardous substances as required by law; (10) To promptly and fully clean up and remove all sources of contamination on the property; (11) To hold the LESSOR harmless and indemnify the LESSOR for all contamination of the property resulting from LESSEE's use thereof; (12) To maintain adequate liability insurance for any personal injuries or property damage that may result from the LESSEE's use of the property with LESSOR listed as a named insured; (13) To hold the LESSOR harmless and indemnify the LESSOR for all personal injuries or property damage resulting from LESSEE's use of the property; (14) To refrain from fueling vehicles or equipment on the property or changing oil; (15) To maintain all vehicles and equipment so that no leaking of fuel, oil, grease or other hazardous substances occur on the property; (16) To restrict, as much as possible, any loud or noisy activities (not normal operation such as trucks loading and unloading) such as chainsaw work or operation of a wood chipper to the hours between 9 a.m. to 3 p.m. Monday through Friday, 9 a.m. to 1 p.m. on Saturday; (17) to back in the trucks at the end of each day so as to avoid the sound of back-up beepers each morning; and (18) On vacating to leave the premises clean and free from rubbish.

LESSOR's and LESSEE's OBLIGATIONS: LESSEE agrees to maintain a valid permit with the West Tisbury Planning Board. LESSEE shall bear the expense of any conditions imposed by the Town of West Tisbury related to his permit and his storage of materials and operation of a landscaping business.

NO SUBLETTING: LESSEE shall not sublet or permit the leased property or any part thereof to be used by others, without the prior written consent of the LESSOR in each instance. If this lease is assigned, or if the leased property or any part thereof is sublet, or occupied by anyone other than the LESSEE, the LESSOR may terminate the lease after default by the TENANT under this covenant of this lease. The consent by the LANDLORD to an assignment or subletting shall not be construed to relieve the TENANT from obtaining the consent in writing of the LANDLORD to any further assignment or subletting, which consent may be withheld.

IMPROVEMENTS: LESSEE shall not remove any trees currently located within or around lot D, unless the LESSOR agrees in advance by a signed writing. LESSEE is allowed to otherwise regularly maintain lot D and to install fencing, screening, driveway(s), parking and areas for material storage. All other improvements shall only be allowed with the written permission of the LESSOR (such permission shall not be unreasonably withheld) and all improvements shall become the property of the LESSOR upon termination of this lease unless otherwise agreed in writing. Any buildings, alterations or other improvements required by LESSEE for the operation of LESSEE's business will be done at LESSEE's sole expense.

RIGHT OF FIRST REFUSAL: Should one of LESSOR's other lots depicted on the attachment (A, B or C) become available, and assuming LESSOR desires to rent the lot, LESSOR shall provide LESSEE the right of first refusal with respect to any lease prior to entering into any lease with another tenant. Nothing herein shall obligate the LESSOR to lease the premises should the LESSOR wish to make use of any lot for its own commercial purposes. LANDLORD discloses a

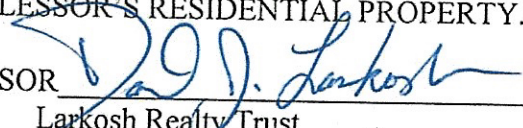


present intention to make use of Lot "A" in such a manner upon expiration of the lease or vacating of that Lot by the current tenant. This clause shall also be subject to agreement by the LESSOR and LESSEE as to the terms of any such lease. If any new lease is for a Lot adjacent to Lot D (i.e., B or C) then LESSEE shall have the right to combine such Lots for the duration of the leases, provided that any fencing removed shall be restored at the end of the lease.

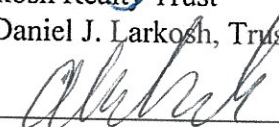
IT IS AGREED: (1) That there have been no representations or agreements except as stated herein as to condition of or repair to be made on the leased premises or approaches, or as to anything else done by the LESSOR, (2) If the leased premises are damaged by fire or other casualty which is not the fault of the LESSEE, or taken in whole or in part by eminent domain, so as to be unfit for occupancy, the LESSOR may terminate this lease or may restore the property and shall make proper rent allowance for the interruption of use.

LESSOR provides a lot for the LESSEE to use in the operation of a landscaping and exterior maintenance business. Alex BenDavid, in his personal capacity and as President of Vineyard Exteriors, Inc. are the approved users of the lot. LESSEE is responsible for leaving premises, in the same condition as found upon taking occupancy and for the cost of final cleaning and garbage removal of the site.

NO UNATTENDED ANIMALS ALLOWED. NO LOITERING OR CAMPING ON SITE. NO UNREGISTERED VEHICLES WITHOUT A PERMIT. NO EXTERIOR LIGHTING ALLOWED TO BE LEFT ON AFTER BUSINESS HOURS. NO UNATTENDED MACHINERY SHALL BE LEFT OPERATING. NO MINING OR EXTRACTION OF SUB-SURFACE MATERIALS SUCH AS SAND. LESSEE SHALL NOT BLOCK OR OTHERWISE IMPEDE LESSOR'S ACCESS TO LESSOR'S RESIDENTIAL GARAGE. LESSEE SHALL NOT PARK OR PLACE ANYTHING ON LESSOR'S RESIDENTIAL PROPERTY.

LESSOR   
Larkosh Realty Trust  
by Daniel J. Larkosh, Trustee

DATE: 10/25/23

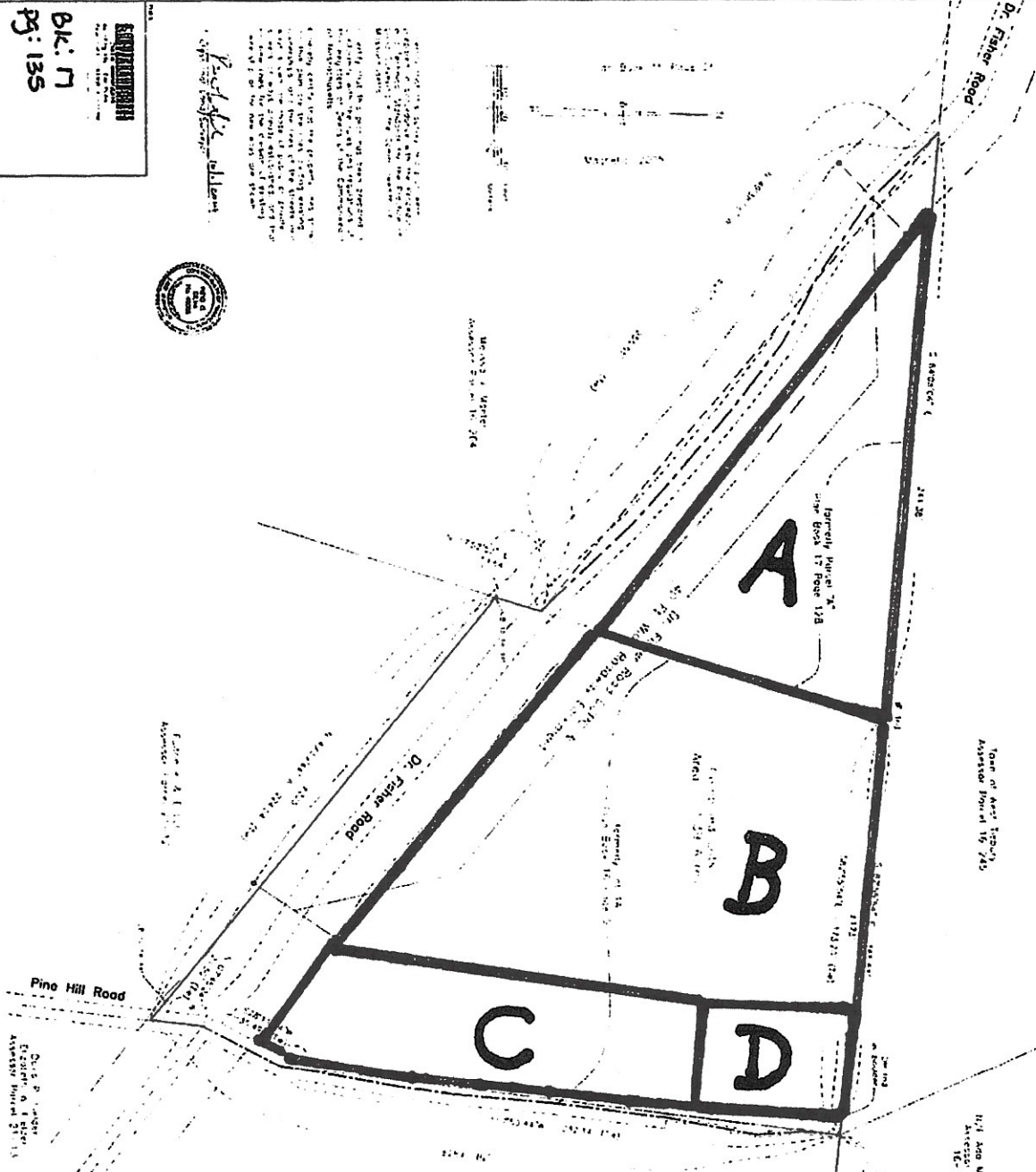
LESSEE   
Alex BenDavid, in his personal capacity and as President of Vineyard Exteriors, Inc.

DATE: 10/25/23

**ENGINEERING**  
 1000 State Street, Suite 200  
 Westbury, New York 11591  
 Tel: 516-334-1100  
 Fax: 516-334-1101  
 www.vineyardland.com

*Robert A. Allen*  
 Professional Engineer  
 License No. 10000

THIS SURVEY WAS MADE FOR THE PURPOSE OF DETERMINING THE BOUNDARIES OF THE PROPERTY DESCRIBED IN THE ATTACHED LEASE. THE PROPERTY IS SHOWN AS A TRIANGLE WITH AN AREA OF APPROXIMATELY 1.5 ACRES. THE PROPERTY IS BOUND BY DR. FISHER ROAD TO THE NORTH, PINE HILL ROAD TO THE WEST, AND AN UNNAMED ROAD TO THE SOUTH. THE PROPERTY IS DIVIDED INTO FOUR LOTS, A, B, C, AND D. LOT A IS THE LARGEST LOT, LOT B IS THE SECOND LARGEST, LOT C IS THE THIRD LARGEST, AND LOT D IS THE SMALLEST LOT. THE PROPERTY IS SHOWN AS A TRIANGLE WITH AN AREA OF APPROXIMATELY 1.5 ACRES. THE PROPERTY IS BOUND BY DR. FISHER ROAD TO THE NORTH, PINE HILL ROAD TO THE WEST, AND AN UNNAMED ROAD TO THE SOUTH. THE PROPERTY IS DIVIDED INTO FOUR LOTS, A, B, C, AND D. LOT A IS THE LARGEST LOT, LOT B IS THE SECOND LARGEST, LOT C IS THE THIRD LARGEST, AND LOT D IS THE SMALLEST LOT.



# 93 Dr. Fisher Lease Attachment

Dr. Fisher Road  
 Pine Hill Road  
 Unnamed Road

**VINEYARD LAND SURVEYING  
& ENGINEERING, INC.**  
 1500 Westbury Road, Westbury, NY 11591  
 Tel: 516-334-1100  
 Fax: 516-334-1101  
 www.vineyardland.com

Plan of Land in  
 West Tisbury, Mass.  
 Surveyed for  
 Larkosh Realty Trust  
 September 29, 2014 Scale 1" = 20'

Map Scale: 1" = 20'  
 Date of Survey: 09/29/14  
 Date of Plotting: 10/01/14  
 Project No.: 14001  
 Surveyed by: R. A. Allen  
 Plotted by: R. A. Allen