

COMMERCIAL LEASE

This agreement MADE THIS ___ Day of October 2023 **and made effective October 1, 2023**, between;

Town of Elsmere Hereinafter called "**Landlord**", having an address at 11 Poplar Avenue, Elsmere, DE 19805

-AND-

Impact Life, Inc. Hereinafter called "**Tenant**", having an address at P. O. Box 1269, Hockessin, DE 19707

Witnesseth, that Landlord has leased to Tenant and Tenant has leased from Landlord, all those certain "Premises" in the State of Delaware, New Castle County described as follows:
11 Poplar Avenue, Elsmere, DE 19805 consisting of 6,833 rentable square feet of space consisting of office/counseling space & kitchen area located on the first floor as shown on attached Exhibit A in red, excluding rooms marked with "X"



Upon the following terms and conditions:

TERM AND RENT

1. The term of this lease is **Two (2) years & Three (3) months** beginning on or about the **1st day of October , 2023** and ending **December 31, 2025** and Tenant shall pay Landlord rent according to the following schedule:

<u>Year (Period)</u>	<u>Base Rent/Month</u>	<u>Estimated CAM/Month</u>	<u>Base Rent & CAM/ Month</u>
10/01/2023 to 09/30/2024	\$7,000.00	N/A	\$7,000.00
10/01/2024 to 09/30/2025	\$7,000.00	N/A	\$7,000.00
10/01/2025 to 12/31/2025	\$7,000.00	N/A	\$7,000.00

Payments begin on the **1st day of October, 2023** and continuing on the **1st day** each month thereafter, at the office of Town of Elsmere; 11 Poplar Avenue, Elsmere, DE 19805, during business hours, or at such other place as Landlord may in writing from time to time direct, and tenant does for itself, its Successors and Assigns, covenant and promise to pay said rent **and any other payment due under the terms and conditions of this Lease** without further notice. Rents are promptly due on the **1st** day of each month; and in the event Tenant becomes delinquent for more than five (5) days after the due, the Landlord may institute legal action to recover possession of the Premises; **upon giving Tenant written notice, via certified mail, of default and the opportunity to cure said default within five (5) days of receiving such written notice.** Landlord, upon award of possession of the Premises, shall have the right to change locks, discontinue utilities in the tenants name and to take any legal action necessary to recover delinquent rents.

Initials: Landlord:  Tenant: 

USE OF PREMISES

2. Tenant may use and occupy the said Premises for the following purpose: office space for addiction counseling – both group and individual and general office for same; and for no other purpose, except with the prior written consent of Landlord.

Tenant shall comply with all applicable Town of Elsmere, County and State laws, ordinances and regulations and with the rules or regulations of the local Board of Underwriters with respect to the use and occupancy of the Premises. Tenant shall not permit or conduct of any business, trade or occupation on said Premises, or anything to be done thereon which may void or make voidable any policy of insurance held by Landlord thereon. Tenant shall keep the demised Premises and all improvements and fixtures in good condition, order and repair throughout the term of this lease. Tenant agrees to operate its business harmoniously and peacefully with all other's at the complex.

POSSESSION

3. Landlord shall not be liable to Tenant if Landlord does not deliver possession of the Property to Tenant on the commencement of the Lease term. Landlord's non-delivery of the Property to Tenant on that date shall not affect this Lease or the obligation of Tenant under this Lease. However, the Commencement Date shall be delayed until possession of the Property is delivered to Tenant. The Lease Term shall be extended for a period equal to the delay in delivery of possession of the Property to Tenant, plus the number of days necessary to end the Lease Term on the last day of a month. If delivery of possession of the Property to Tenant is delayed, Landlord and Tenant shall, upon such delivery, execute an amendment to this Lease setting forth the new Commencement Date and Expiration Date of the Lease

SERVICES



4. The parties agree that each shall, subject to the further provisions hereof, furnish and pay for the services and items assigned to them below in addition to the other consideration recited herein:

- A. Heat as required Landlord
- B. Air conditioning as required Landlord
- C. Electricity to lighting and ordinary appliances Landlord
- D. Maintenance & repair of plumbing, heating and air-conditioning and electric equip. (SEE SECTION 34) Landlord
- E. Water (direct) Landlord

Initials: Landlord: *JD* Tenant: *JS*

E1 Sewer (normal usage)	Landlord
F. Clearing of ice and snow from sidewalks & parking area in front of Premises sanding and/or salting	Landlord
G. Replacement of broken window glass, Glass door repair, rear door repair & plate glass insurance	Tenant
H. Janitorial & cleaning services	Tenant
I. Window washing	Tenant
J. Ordinary repairs & maintenance-INTERIOR	Tenant
K. Ordinary repairs & maintenance-EXTERIOR (See paragraph 36)	Landlord
L. Structural, foundation and roof repairs (excluding Tenant's negligence)	Landlord
M. Parking lot maintenance Including plowing when necessary (SEE SECTION 35)	Landlord
N. Rubbish removal	Tenant
O. Insurance on contents of building	Landlord
P. Replacement of ballasts & light bulbs	Tenant
Q. Pro Rata share Real Estate Taxes And Building Insurance (SEE SECTION 36)	Landlord
R. Entry doors & overhead door repair and maintenance	Landlord
S. Grass cutting service	Landlord

Landlord shall not be liable for any failure to furnish the services and items assigned to it above if such failure is due to a shortage of materials, supplies, services or other causes beyond its control. **Tenant shall pay \$800.00/month in addition to the Rent for utilities for electric, gas water & sewer. Utility bill shall be paid by the Town of Elsmere on behalf of Impact Life, Inc. per separate funding agreement. This is a commercial Lease agreement and Tenant waives the right to separately metered utilities for sewer and agrees to pay a prorata share of same based on square footage, if usage is above normal per Landlord discretion.**

Initials: Landlord:  Tenant:  3

SUBLETTING

5. Tenant shall not sublet, assign, transfer or in any manner dispose the said Premises or any part thereof or any part of the term hereby granted, without the prior written consent of Landlord; such consent shall not be unreasonably withheld. If Tenant merges, into, or consolidates with, or liquidates or sells all or substantial part of its assets to any persons, corporation or organization of any kind, such action shall constitute an assignment or transfer of the Premises within the meaning of this lease.

PEACEABLE SURRENDER OF PREMISES

6. On the last day of the lease term as presently written, or on the last day of any renewal or extension thereof or upon sooner termination by mutual written agreement, Tenant shall peacefully surrender the Premises in as good condition as reasonable and proper use will permit. Any personal property left upon the property shall be deemed abandoned by Tenant.

Subject to paragraph 4. this lease shall be obligatory upon and inure to the benefit of the parties hereto, their personal representatives, heirs, successors or assigns.

LATE FEES

7. Not Applicable

FIRE EXTINGUISHERS

8. Tenant agrees to install and maintain adequate fire extinguishers and fire safety equipment on the Premises at Tenant's cost with no reimbursement from Landlord.

INSURANCE

9. Tenant agrees to provide the Landlord with a valid certificate of insurance covering the Landlord as "additional insured as landlord" within thirty (30) days of lease execution and protecting the Landlord from "Fire-legal liability". Tenant will keep in full force and effect, at its sole cost and expense, as long as this lease remains in effect: (i) public liability insurance, including contractual liability, with respect to the leased Premises in companies and in form acceptable to Landlord providing, on an occurrence basis, a minimum combined single limit of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate and (ii) fire and extended coverage insurance on Tenant's personal property, including inventory, trade fixtures, floor coverings, furniture and other property, and Tenant's leasehold improvements. The policy shall expressly waive and bar any claim of subrogation against Landlord.

In the event any insurance premiums paid by the Landlord are increased due to the nature or use of Tenant's business or due to any fault of the Tenant and/or fault of the Tenant's employees or

Initials: Landlord:



Tenant:



representatives, Tenant agrees to reimburse the Landlord the sum equal to the amount of the increase over previous premium amount.

SECURITY DEPOSIT

10. Tenant agrees to give the Landlord a security deposit in the amount of **NO SECURITY DEPOSIT IS COLLECTED FOR THIS LEASE**. The Landlord may deduct from the security deposit, at the end of the rental term, for actual damages, unpaid rent and the expense of subleasing if the tenant prematurely ends the rental term. Tenant may not use the security deposit in lieu of rent due for the last month of the lease term.


ALTERATIONS

11. Tenant shall not make any alterations, additions or improvements to the Premises without the prior written consent of Landlord. In no event shall any structural change or any change or modification to the structure, heating, electrical or plumbing services be undertaken by Tenant or employee or agent of Tenant. Any approved alterations, additions, or improvements shall be done in accordance with the applicable laws and ordinances of any public authority having jurisdiction over the Building and in accordance with the building and zoning rules and regulations or any such authority. Landlord's consent to any such alterations, additions, or improvements shall not create responsibility on the part of Landlord for the completeness, sufficiency or compliance with applicable laws, ordinances and regulations. Tenant hereby expressly assumes full responsibility for all damages and injuries, which may directly or indirectly result to any person or property in connection with any alterations, additions or improvements and shall hold Landlord harmless and indemnify Landlord with respect thereto.

All alterations, improvements, additions or fixtures, whether installed before or after the execution of this Lease, shall remain upon the Premises at the expiration or sooner termination of this Lease and shall become the property of Landlord, unless Landlord shall, prior to the termination of this Lease, have given written notice to Tenant to remove any of the same that were installed by or for Tenant, in which event Tenant will remove such alterations, improvements and additions and restore the Premises to the same good order and condition in which they were prior to the installation of such alterations, improvements, additions or fixtures. Should Tenant fail to do so, Landlord may do so, collecting, at Landlord's option, the cost and expense thereof from Tenant as additional rent.

In making any approved alterations, additions or improvements, Tenant shall promptly pay all contracts, materialmen and laborers so as to minimize the possibility of a lien attaching to the Building, or attaching to any portion of the real property on which said Building is located, and should any such lien be made or filed, Tenant shall bond against or discharge the same within ten (10) days after written request by Landlord. In allowing for alterations, additions, improvements, additions or fixtures by Tenant, this Lease or Landlord's subsequent consent to said work shall not be deemed to constitute Landlord's prior written consent for the purposes of rendering the Premises, the Building or other property of Landlord liable to such liens.

Initials: Landlord:



Tenant:



LIABILITY

12. Landlord in no event shall be liable for any damage or injury to Tenant or any agent or employee of Tenant, or to any person or persons coming upon the said Premises in connection with the occupancy by Tenant or otherwise, or to any goods, chattels, or other property of Tenant, or any other person or persons which may during the term of this Lease be located in said Premises, caused or contributed to by water, rain, snow, breakage of pipes, leakage or by any other cause except the willful negligence of Landlord, its agents or employees.

LANDLORD'S INSPECTION

13. Landlord and persons designated by it have the right to enter the said Premises at reasonable hours to examine the same and to do such work as Landlord is obligated to do under the terms hereof, or to do such work as Landlord shall deem necessary for the safety or preservation of the said Premises; provided however, that the same shall not interfere unreasonably with the conduct of Tenant's business.

FIRE

14. If fire or other casualty to the rental unit occurs without fault on the part of Tenant, or other person on the Premises with Tenant's consent, thereby rendering the Premises or appurtenances necessary to the use thereof partially or wholly unusable, the Tenant may:

- a) If the Premises is totally destroyed by fire or other casualty; immediately quit the Premises and notify Landlord in writing of Tenant's election to quit within one (1) week after vacating, in which case the rental agreement shall terminate as of the date of such notice. If Tenant fails to notify Landlord of Tenant's election to quit, Tenant shall be liable for rent accruing to the date of Landlord's actual knowledge of Tenant's vacation, or impossibility of further occupancy; or,
- b) If continued occupancy is otherwise lawful, Tenant may vacate any part of the Premises rendered unusable by the fire or casualty, in which case Tenant's liability for rent shall be no more than the market value of that part of the Premises which Tenant continues to use and occupy.

INDEMNITY

15. Tenant, for itself, its successors and assigns, covenants and agrees to indemnify and hold harmless Landlord, its successors and assigns, of and from any and all damage and liability for anything whatsoever arising from or out of, or in connection with the occupancy of the said Premises by Tenant, its agents or servants, and for itself, its successors and assigns does hereby release Landlord, its successors and assigns, of and from any charge or damage and liability arising from anything in connection with the occupancy by Tenant of the said Premises.

Initials: Landlord:

Tenant:

16. In the event Tenant's occupancy causes any increase of premium for the fire, boiler and/or casualty rates on the leased Premises or the building of which they are a part above the rate for the least hazardous type of occupancy legally permitted in the leased Premises, the Tenant shall pay the additional premium on the fire, boiler and/or casualty insurance policies by reason thereof. The Tenant also shall pay in such event, any additional premium on the rent insurance policy that may be carried by the Landlord for its protection against rent loss through fire. Bills for such additional premiums shall be rendered by Landlord to Tenant at such times as Landlord may elect, and shall be due from, and payable by Tenant when rendered, and the amount thereof shall be deemed to be, and be paid as additional rent.

BREACH OR DEFAULT BY TENANT

17. In the event that during the Lease term, (regardless of the pendency of any bankruptcy, reorganization, receivership, insolvency or other proceedings, in law, in equity, or before an administrative tribunal, which has prevented or might prevent compliance by Tenant with the terms of this Lease):

- (i) Tenant shall abandon the Leased Premises or suffer the Leased Premises to become vacant or deserted, and/or
- (ii) Tenant shall be in default in the payment of any installment of Basic Rental, or any other sum herein specified to be paid by Tenant for more than five (5) days after the date the same is due, and/or
- (iii) Tenant shall be in default in the observance or performance of any other of Tenant's covenants, agreement or obligations herein, and/or
- (iv) Tenant shall remove or cause to be removed from the Leased Premises any of Tenant's property, equipment, furniture or fixtures, without Landlord's prior written consent, and/or
- (v) Tenant is adjudicated as bankrupt or insolvent, or Tenant shall file a bill in equity or otherwise initiate proceedings for the appointment of a receiver of Tenant's assets, or Tenant shall file any proceedings in bankruptcy or for reorganization or an arrangement under any federal or state law, or in any proceedings in bankruptcy or for the appointment of a receiver shall be instituted by any creditor of Tenant under any state or federal law, or Tenant shall make an assignment for the benefit of its creditors, and/or
- (vi) Tenant is levied upon and is about to be sold out upon the Leased Premises under execution or other legal process, and/or
- (vii) Tenant shall assign this Lease or sublet the Leased Premises otherwise than as provided for in this Lease, then in any such event,

Landlord shall have the right, in addition to any other rights or remedies Landlord may have under this Lease and at law and in equity, at its election:

- (a) Immediately to declare due and payable as if by the terms of this Lease the same were payable in advance, the then present value of all Basic Rental for the

Initials: Landlord: 9 Tenant: RS

balance of the term, using a discount rate of six percent (6%) so that the lump sum payable shall equal that amount which, bearing interest at the simple annual rate of six percent (6%) per annum for the remainder of the term, would equal the total of (aa) all remaining monthly payments due or owed at the time of default, and (bb) all monthly payments which would thereafter become due during and throughout the remainder of the full term of this Lease; and/or

- (b) To distraint for rent; and/or
- (c) To re-enter the Leased Premises and remove all persons and all or any property there from, either by summary dispossession proceedings or by any suitable action or proceeding at law, or by reasonable force or otherwise, without being liable to indictment, prosecution or damage thereof; and/or make such alterations and repairs as may be necessary in order to relet the Leased Premises and, thereafter, relet the Leased Premises or any part or parts thereof, either in Landlord's name or otherwise, for term or terms which may be at Landlord's option be less than or exceed the period which would otherwise have constituted the balance of the term of this Lease and at such rent or rents and upon such other terms and conditions as in Landlord's reasonable opinion may seem advisable and to such person or persons as may in Landlord's reasonable opinion seem best, and upon each such reletting all rents received by Landlord from such reletting shall be applied first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including brokerage fees and attorney's fees and all costs of such alterations and repairs; third, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment for future rent as it may become due and payable hereunder. If such rentals received from such reletting during any month shall be less than that to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. If Landlord shall have recovered any sum from Tenant as accelerated rent (in contract with past due rent or liquidated damages), then the net amount received by Landlord from any reletting during the term of this Lease shall be added to the said sum recovered as accelerated rent and, if and to the extent that the total thereof exceeds the total of all monthly payments of rent that Landlord was entitled to receive from Tenant under this Lease over the entire term, such excess shall be refunded to Tenant within thirty (30) days after it has been received.

No re-entry or taking possession of the Leased Premises or the making of alteration and/or improvements thereto or the reletting thereof shall be construed as an election on the part of Landlord to terminate this Lease unless written notice of such intention be given to Tenant. Landlord shall in no event be liable in any way whatsoever for failure to relet the Leased Premises or obligated in any respect to relet the Leased Premises, or in the event that the Leased Premises or any part or parts thereof are relet, for failure to collect the rent thereof under such reletting. Tenant, for Tenant and Tenant's successors and assigns, hereby irrevocably constitutes and appoints Landlord to Tenant's and their agent to collect the rents due and to become due under all subleases of the Leased Premises or any parts thereof without in any way affecting Tenant's obligation to pay any

Initials: Landlord: *EW* Tenant: *JS*

unpaid balance of rent due or to become due hereunder. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

Both Landlord and Tenant agree hereby to waive any right which it may otherwise have at law or in equity to a trial by jury in connection with any action, proceeding, or counterclaim brought by either or the parties hereto under or in connection with this lease agreement, as a result of an even of default or otherwise.

Tenant shall pay all reasonable costs, charges and expenses, including but not limited to court costs and attorneys fees, incurred by Landlord in enforcing Tenant's obligations under this Lease or incurred by Landlord in any litigation, negotiation or transactions in which Tenant caused the Landlord to become involved or concerned.

PERSONAL PROPERTY TAXES

18. Tenant shall be liable for the payment of all taxes levied against any personal property or trade fixtures placed in, on, or about the Premises including shelves, counters, vaults, vault doors, wall safes, partitions, machinery, electrical or electronic equipment. If Landlord is required to pay any of such taxes, Tenant, upon demand, agrees to reimburse Landlord therefore.

BANKRUPTCY

19. In the event Tenant shall file a voluntary petition in bankruptcy, make an assignment for the benefit of creditors, or be adjudged a bankrupt, or if a receiver, trustee, or custodian is appointed for Tenant by any court, or if Tenant files any petition for relief under any section of the bankruptcy laws of the United States now in force or hereafter enacted, or if Tenant takes advantage of any insolvency act of any state or the United States now in force or hereafter enacted, or if the interest of the Tenant shall be sold under any execution or other legal process, issued out of any court, or if Tenant shall abandon or vacate the said Premises during the said term, or if Tenant shall break any promise or covenant on its part to be performed, then in any such event it shall be lawful for Landlord, at any time thereafter, at its option, while the same continues, if it shall continue for a period of ten (10) days, upon ten (10) days written notice to Tenant to enter said Premises and again have possession thereof and occupy the same as if this lease had not been made, and thereupon this lease and everything contained herein upon the part of Landlord to be done and performed, shall cease and become null and void, without prejudice to the right of Landlord to recover from Tenant by distraint, attachment or other legal process, all rents or additional rents due and owing according to the terms of this lease, or any damages resulting from the violation of this lease or the terms hereof.

EMINENT DOMAIN

20. If the whole or any part of the Premises leased to Tenant shall be taken by any public authority under the power of eminent domain, then the term of this lease shall cease on the part so taken on the date possession of the part is surrendered and any unearned rent paid or credited

Initials: Landlord: SD Tenant: AS

in advance shall be refunded, and from that day tenant shall have the right either to cancel this lease and declare the same null and void, or to continue in possession of the remainder of the Premises under the terms herein provided, except that the rent shall be reduced in proportion to the portion of the Premises taken. Tenant shall notify Landlord within thirty (30) days after notification by the Landlord and/or such public authority of the intention to take a portion of the Premises leased to Tenant of its intention to cancel the lease; otherwise the lease shall continue on the terms and conditions hereinbefore stated as to the portion not taken for the remainder of the term. Tenant shall not be entitled to receive any part of any award or awards that may be made to or received by Landlord. Tenant at its own expense may take independent proceedings against the public authority exercising the power of eminent domain to prove and establish any damage Tenant may have sustained.

ABSENCE FROM PREMISES

21. At any time during the term of this lease or any renewal or extension thereof, Tenant agrees to inform Landlord in writing, if and when Premises are to be unoccupied for an extended period of time (5 working days or more); such notice will be given no later than the first day of such absence.

22. Time is of the essence of this lease.

SUBORDINATION

23. Tenant agrees that this lease shall be subordinate to any mortgages or trust deeds which may now be in effect or hereafter be placed upon the real property of which the demised Premises form a part, and to any and all advances made or to be made thereunder.

NOTICES

24. Any notice provided for herein shall be given by registered mail, postage prepaid, addressed,

If to **Landlord** at: Town of Elsmere
 11 Poplar Avenue
 Elsmere, DE 19808
 302-998-2215
 Attention: Steve Martin
 smartin@townofelsmere.com

Initials: Landlord: a Tenant: RS

If to **Tenant** at:

Impact Life, Inc.
P. O Box 1269
Hockessin, DE 19707
302-485-0702
Attention: Lauren Steward
lauren@impactlifetoday.org
Attention: Domenica Personti
domenica@impactlifetoday.org

TERMINATION

25. It is agreed that this lease shall terminate without notice by either party, upon the expiration of the period specified in Paragraph 1 hereof; except as per the provisions of Section 38 below.

HOLD-OVER

26. Any holding over after the expiration of the term hereof, without the written consent of Landlord shall be construed to be a tenancy from month to month at one and one half (1 & 1/2) times the monthly rent hereinbefore noted, and shall otherwise be on the terms and conditions hereinbefore specified. If Landlord's written consent is granted, the rent shall be at the amount being paid at expiration date of this lease.

RIDER



27. A rider consisting of N/A pages, with sections numbered consecutively n/a through n/a is attached hereto and made part hereof.

NO OPTION

28. The submission of this lease for examination does not constitute a reservation of or option for the leased Premises and this lease becomes effective as a lease only upon execution thereof by Landlord and Tenant. If this lease is not executed by both parties and fully executed copies delivered to both parties by N/A then this lease shall be null and void.

COMMISSION

29. In consideration of its services in negotiating this lease, Landlord its successors or assigns, agrees to pay Medori Commercial Realty LLC its successors or assigns, a commission equal to Four percent (4%) of the gross aggregate Rent produced for the initial Lease term payable upfront at Tenant's occupancy, and three (3%) percent of the gross aggregate Rent produced for the renewal Lease term payable upfront if Tenant extends or renews Lease. In the event said commission is not paid within thirty (30) days of the due date Medori Commercial Realty LLC

Initials: Landlord:  Tenant: 

shall have the right to accelerate payment of the balance of future commissions based upon the Tenant exercising all options to renew and extend this lease and all such future commissions shall become due and payable at once upon demand.

If the tenant, or any assigns of tenant or any form of Landlordship in which tenant is connected with, purchase the real estate which the Premises are a part, during the term of this lease or any extension thereof, and for 180 days after this lease, or any extension thereof, expires, Landlord, its successors or assigns, agrees to have Medori Commercial Realty LLC, its successors or assigns, represent the Landlord in the transaction and pay a commission equal to 7 percent of the sales price (gross consideration).

The Landlord agrees that these commission covenants shall survive any sale, conveyance, lease or other transfer of the Building and any breach hereof shall constitute a lien against the Building that shall run with the Building.

MISCELLAENOUS

30. Tenant understands that no loitering, dragracing or excessive noise or music is permitted on or around the Premises.

31. Tenant agrees not to store any junk or damaged cars, motorcycles, automobile parts or motorcycles parts outside the Premises.



32. Tenant understands that no pets are permitted on the Premises.

ENVIRONMENTAL

33. During the term of this lease or any extension, renewal or expansion thereof the tenant agrees not to generate, manufacture, store, treat, dispose, release or threaten release of any hazardous waste or substance by any person on or about any of the property. Tenant also agrees that all of the tenant's activity shall be conducted in compliance with all applicable federal, state and local laws, regulations and ordinances. Tenant authorizes landlord and its agents to enter upon the properties and Premises to make such inspections and tests as landlord may deem appropriate to determine compliance of the property with this section of the lease. If tenant does generate, manufacture, store, treat, dispose, release or threaten to release any hazardous waste on the property, tenant shall become liable for cleanup and the cost to cleanup the property. Tenant also agrees to indemnify, hold harmless the landlord against any and all claims, losses, liabilities, damages, penalties and expenses which landlord may directly or indirectly incur or suffer as a result from a breach of this section of the lease.

SERVICE CONTRACT

34. Not Applicable

Initials: Landlord:  Tenant: 

SNOW PLOWING

35. Tenant will provide snow plowing service for the main parking area encompassing the actual parking spaces in the **11 Poplar Avenue Complex** for each snow fall Landlord determines snow plowing is needed. Tenant will also clear and remove snow from the side walks at its own expense. Tenant further agrees to use only a non-salt ice melter on the concrete sidewalk area to avoid deterioration.

REAL ESTATE TAXES, BUILDING INSURANCE AND COMMON AREA MAINTENANCE

36. Landlord shall pay for all real estate taxes, building insurance and any exterior common area maintenance.

PROPORTIONATE SHARE



37. Not Applicable

OPTION TO RENEW

38. Not Applicable

PLATE GLASS INSURANCE:

39. Tenant shall be responsible for replacing any broken plate glass in its unit. Tenant further agrees to obtain and maintain during the term of this lease or any extension thereof plate glass insurance to cover such loss.

Initials: Landlord:  Tenant: 

LANDLORD IMPROVEMENTS:

40. Landlord, at Landlord's agrees to perform the following prior to Tenant receiving possession of the Premises:

1. Deliver all existing HVAC, electrical, lighting, plumbing and all other building systems in good working order;
2. Install and replace existing exterior doors and window system per Landlord specifications;
3. Install a new ADA single stall style restroom in the "common area"
4. Reinstall & repair the drop ceiling grid any missing ceiling tiles;
5. Paint interior wood panel walls with a neutral color;
6. Clean & shampoo all existing carpet areas;
7. Install new LED 2' x 4' lay-in light fixtures in the drop ceiling system in the common and kitchen areas;
8. Repair the ANSUL system in the kitchen area to good working order and inspected;
9. Deliver existing kitchen sinks to working order with hot/cold water and drain lines;
10. Other than stated above Tenant accepts Premises in "AS IS" condition.

TENANT IMPROVEMENTS:

41. Tenant, at Tenant's expense, agrees to provide the following improvements;

1. Install three (3) private offices (10 x 10) and one group office from prefab office partition walls in the common area;
2. Install an interior camera system;

GUARANTY:

42. Intentionally Deleted

This lease agreement shall bind and benefit the parties hereto, their personal representatives, Administrators, Heirs, Successors or Assigns.

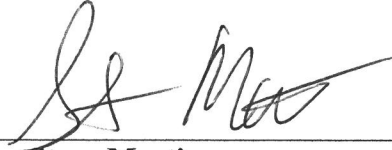
[SIGNATURE PAGE TO FOLLOW]:

Initials: Landlord: 9 Tenant: YS

IN WITNESS WHEREOF, the parties hereto have executed this Lease
The day and year aforesaid.

SIGNED, SEALED AND
DELIVERED IN THE PRESENCE OF :

LANDLORD: Town of Elsmere



By: **Steve Martin**

DATE: 10/13/2020

WITNESS

TENANT: Impact Life, Inc.
EIN#



By: **Lauren Steward**

WITNESS

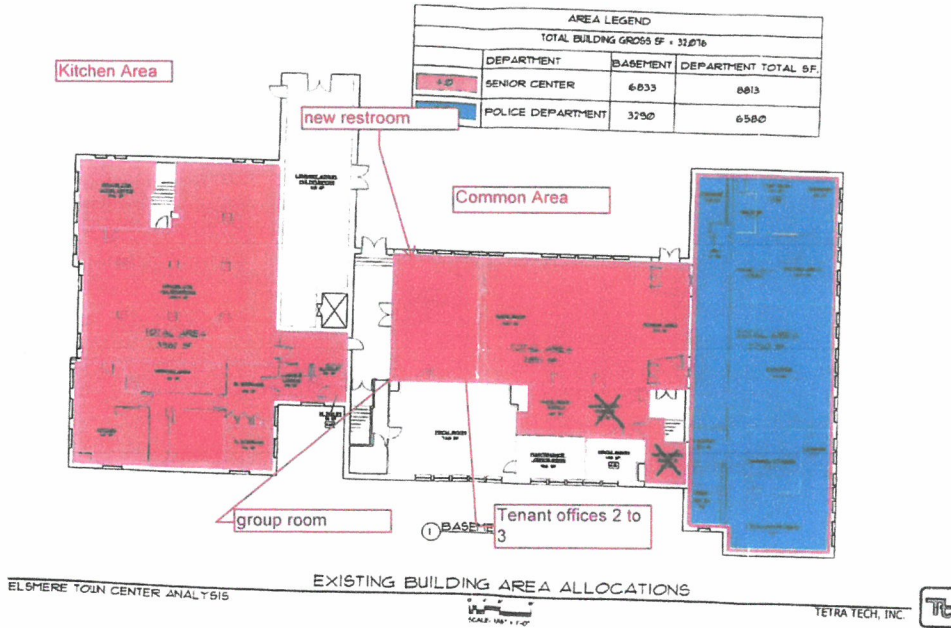
TENANT: Impact Life, Inc.

By: **Domenica Personti**

WITNESS

Initials: Landlord: SM Tenant: LS

EXHIBIT "A"
11 Poplar Avenue, Elsmere, DE 19805
Premises shown in red, excluding rooms marked with "X"



Initials: Landlord: _____ Tenant: *BS*