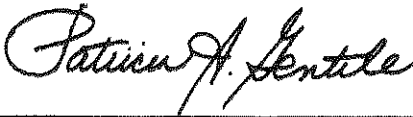




NEW ENGLAND ASSOCIATION OF SCHOOLS AND COLLEGES
COMMISSION ON INSTITUTIONS OF HIGHER EDUCATION

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COVER PAGE FOR SUBSTANTIVE CHANGE REQUESTS

Name of Institution	North Shore Community College
Type of proposed change (See http://cihe.neasc.org/downloads/POLICIES/Pp72_Substantive_Change.pdf)	Additional Instructional Location Mid-October, 2014 Cosmetology Certificate Culinary Arts Associate Degree or Certificate
Effective date of implementation	October 2014
Date of institutional governing board approval	September 10, 2014
Is state approval required?	<input checked="" type="checkbox"/> X No <input type="checkbox"/> Yes, approved (date) _____ (Attach verification.)
Contact Person:	Name: Patricia Gentile, Ed.D. Title: President, North Shore Community College Phone: 978-762-4000, Ext. 4304 Fax: 978-7624020 e-mail: pgentile@northshore.edu
Please summarize the proposed change	The college had to vacate the Cosmetology and Culinary Arts space due to construction of the new Essex Regional Technical High School campus effective May 2014. Over the past year, the college explored many potential short term solutions to relocate these programs. A license agreement has been signed with North Shore Business Center LLC for 12,360 square feet of space. To address the long term solution, the college is hoping to build on the Lynn campus in the future.
Signature of CEO:	
Date:	August 19, 2014

Institutional Overview

Established in 1965, North Shore Community College is a comprehensive community college with four locations in Danvers, Lynn, Middleton and Beverly, serving 11,000 students annually. The college offers 46 associate degree programs and 32 credit certificates. Additionally, the college delivers 32 noncredit certificates, primarily through the Division of Corporate and Community Education. The college employs 135 full time faculty and approximately 400 adjunct faculty. On average, 40% of the students are enrolled in transfer programs and 60% in career programs.

Founded in 1913, Essex Agricultural and Technical High School (the Aggie) in Danvers had offered both high school and post-secondary programs governed by the Essex County governmental agency. The Aggie is located adjacent to North Shore's Danvers campus. In 1999, county government was dissolved and the college was legislatively mandated to take over the post-secondary programs. The Aggie facility had many drawbacks, including outmoded buildings for the college programs. The College built a new (2012) academic building on the North Shore campus in Danvers which accommodated most of the programs that had been housed on the high school campus. Only the Cosmetology Certificate and the Culinary Arts Associate Degree and Certificate programs remained there.

Since 2012 the North Shore Community College has been engaged in a search for a suitable site to relocate its Cosmetology and the Culinary Arts programs. With the current construction of a new regional vocational high school and demolition of the old buildings on the Danvers site, the college was forced to find a new location for the two programs still located at the Aggie. The programs needed to vacate the premises in May 2014.

For over a year the College engaged in what looked like a unique and promising public/private partnership with Higher Education Partners (HEP) for the relocation of the programs to 270 Union Street in Lynn. The College was excited about being able to bring these career programs to Lynn. However, the college realized in October of 2013 that the project was fiscally unfeasible. HEP and North Shore Community College agreed to vacate the working agreement. This resulted in an urgent need to find a location for the two programs for the 2014-2015 academic year.

In December of 2013, the College informed Dr. Barbara Brittingham at NEASC that the college anticipated it would be unable to relocate the Cosmetology program due to its unique space needs. The college suspended admission to the program assuming that without a suitable location, and therefore no license from the Board of Registration of Cosmetology, the program would have to end. In that letter, the College indicated that it would continue to search for a kitchen facility for Culinary Arts, and had made plans for the academic needs of the students in that program. Admission for new students was suspended until a new site was located. On March 18, 2014, the College was notified of the Commission's review of the information submitted to NEASC, approving of the teach out plan for Cosmetology and requesting an update regarding securing a new location for Culinary Arts.

When the new president, Dr. Patricia Gentile, came on board in January 2014 she assembled an internal team to review all space opportunities in the college's service areas. Fortunately, space for both Culinary Arts and Cosmetology program continuation was found at the former North Shore Technical High School

(NSTHS) in Middleton, MA, just a few miles from the Danvers campus. In April 1 2014, the College notified Dr. Brittingham that a location had been identified that would accommodate both programs, NSTHS, which was closing and being sold to a developer in Middleton. On July 21, 2014, the developer, DeGiorgio & Messina, entered into a license (short term lease) with the college for approximately 12,500 square feet of appropriate space. The developer began renovating the space on July 22; equipment is being purchased and installation is anticipated to be complete, with all required approvals by local authorities, by the middle of October 2014.

For a long term solution to the need for suitable space, the College submitted a Request for Proposal to work with the Division of Capital Asset Management (DCAMM) on a new location for the Culinary Arts program as of June 2015. The goal was to have a long term lease in a larger facility to allow for growth of the Culinary Arts program in one of the Gateway Cities in our area. Two proposals were submitted but neither were feasible to pursue. DCAMM withdrew the RFP as a result.

In the meantime, the college received permission to self-fund a planning update of its November 2007 Master Plan. It is anticipated that by the end of August 2014 DCAMM will enter into a contract with Sasaki Associates to update the college's Master Plan. This plan will focus on the Lynn Campus and include program space for Culinary Arts and Cosmetology.

During each monthly meeting in 2013-2014, the college Board of Trustees discussed the need to relocate Cosmetology and Culinary Arts programs. Minutes show that they followed the relocation developments carefully and, although they had hoped that the programs could be in Lynn, they appreciated the short term need to find a location that would allow for both programs to continue. At the May 2014 meeting, they voted to approve an increase of the fees for enrollment in the Cosmetology program that would cover the cost of the program while still maintaining a competitive edge in comparison with other programs in the area. A formal vote to endorse the move to the Middleton site will be taken at the September 10, 2014 meeting.

The Cosmetology space is smaller than the previous site at the Aggie campus, reducing the capacity of the program from 40 students to 25. According to the Board of Registration of Cosmetology, two instructors are required for the instruction of 25 students. As a result, two of the three full time faculty will continue with the program. The third, who is not tenured, has not been reappointed. The College is submitting the Application for a School of Cosmetology following the *Guidelines for Opening a Cosmetology School* to the Board of Registration of Cosmetology. The faculty redesigned the syllabi for each course of instruction and has submitted these to the Board along with all the information required for the application. The Board of Registration of Cosmetology has been informed of developments along the way and is anticipating the request for a new license for the program. Since this is a clock hour program, plans have been made to accommodate the 1,000 hours of instruction from October 2014 through June 2015. Admission has been reopened for that program, and we anticipate having the full complement of 25 students enrolled for the start of classes in October.

The Culinary Arts kitchen space is also smaller than the previous kitchen facility at the Aggie campus but will allow for continuation of the program. A Kitchen Designer has been engaged to guide the

renovation of the new space, and arrangements are being made for the purchase of equipment and the move of equipment currently owned by the College. Classroom and kitchen/bake shop/restaurant space is sufficient. Instructional technology will be installed in the classrooms, equivalent to the rest of the college instructional spaces. The faculty will teach didactic classes on the college's main campus in Danvers starting in September on the usual semester calendar ending in December. Hands-on instruction will begin in October with two week rotations of classes designed by the faculty in the program. By January, the Middleton site will be able to accommodate all of the instructional needs of the program, didactic and hands-on, including the restaurant/serving portion of the curriculum. All current full time faculty in the program will have full instructional workload. Admission was reopened and recruiting is underway to attract new students to the program.

The College will include the Middleton site in its student shuttle service, so that students have access to all campus locations and all the services provided to students. Advising is the responsibility of the faculty in these career programs, as they have extensive contact with the students on a daily basis and advising is part of their workload. Library resources are readily available. The College has extensive online databases of journals and other relevant publications, as well as on-site resources on both the Danvers and the Lynn campuses. Other student services, such as Admissions, Enrollment, Financial Services, Placement testing, etc. are located on both the Danvers and Lynn campuses, and readily available to all students in the service area. An on-site "break room" with four computer workstations and printer will be provided and available for students in the programs for student access to program materials, email, or other online College services.

The College signed a Revocable License Agreement with North Shore Business Center LLC, on July 21, 2014. This annual lease is renewable for at least two additional year-long terms, giving the college a minimum of three academic years to plan long-term space. The new space is located on the first floor of the former NSTHS building located at 30 Log Bridge Road, Middleton MA. The agreement is attached, Appendix A. The developer is working with college officials and consultants to renovate the space for the college programs (Culinary Arts and Cosmetology). Classes will begin at this new site in mid-October 2014.

Standards for Accreditation

Standard 1: Mission and Purposes

The college has been offering the programs in Cosmetology and Culinary Arts since 1999. These are career programs with strong demand in the marketplace for graduates. Cosmetology is a one year certificate program. Students in Culinary Arts can pursue either an Associate Degree or a one year Certificate. The off-campus location is necessary due to the need for specialized space for each program. Regular classrooms in a traditional academic building do not contain the workstations for Cosmetology, the kitchen facilities for Culinary Arts, nor the space for each program to offer its services (hair and beauty treatments and restaurant service to the public) in a practicum experience.

Standard 2: Planning and Evaluation

The College has looked for space for Cosmetology and for Culinary Arts ever since it was apparent that the new college building to be built on the Danvers campus to house the Health Career programs and Student Services would not be able to house the two remaining programs from the Aggie. The college's Health Career and Student Services building opened in 2012.

Meanwhile, the new regional technical high school was approved by the voters after many years of discussion in the region. Construction began in 2013 and demolition of the old buildings was scheduled for summer of 2014, necessitating immediate planning for a new location for the two remaining college programs. Initially, the partnership with Higher Education Partners (HEP) for the relocation of the programs to 270 Union Street in Lynn held much promise. The College was excited about being able to bring these career programs to Lynn, where these programs would be enthusiastically received by the residents who have less access to the Danvers campus. However, the college realized in October of 2013 that the project was fiscally unfeasible. HEP and North Shore Community College agreed to vacate the working agreement.

The Board of Trustees was informed of the collapse of the agreement with HEP and authorized the ending of the agreement. Monthly reports were discussed at Board meetings as College officials pursued other locations in our service area, from unused buildings in Lynn to the possibility of sharing space with area vocational high schools. No buildings turned out to be suitable. Sharing high school locations was not feasible either, even if evening classes would appeal to learners; Cosmetology could not be offered by the College, since the license for the program is specific to each site – in this case, the high school; there was no space for the storage of necessary student supplies for a college cohort in the high school facilities. Culinary Arts was equally problematic due to the fact that the College would be able to offer classes only after the high school students had vacated the building, and the challenge of storage of supplies and shared use of the facilities was insurmountable.

The last best option was the North Shore Vocational High School (NSVHS) in Middleton. The high school was closing and merging with the new Essex Regional Technical High School on the former Aggie campus in Danvers. NSVHS offered both Cosmetology and Culinary Arts in a wing of the high school campus through June of 2014. As a result, the College decided to license the space for 2014-2015 with the option of extending the license agreement for at least two additional annual terms. NSVHS vacated the premises in June 2014. The Board will take a formal vote on the lease of and move to the former NSVHS at the Board of Trustees regular meeting on Sept. 10, 2014.

The new location will continue to be supported by the college in all respects, as was the case when the programs were at the Aggie campus. Just as she visited the programs regularly when they were located at the Aggie campus, the Dean will visit the Middleton site. Academic Technology will continue to provide instructional technology, as with all other locations. Facilities staff will continue to monitor the building and its functioning, working with the landlord to address any issues that may arise. The College is committed to offering a high quality program at this new location.

Standard 3 Organization and Governance

The faculty in the programs offered at the new Middleton campus will continue to participate in the required governance meetings such as division meetings, faculty/staff meetings, and committee meetings, just as they had when the programs were offered at the Aggie. The full time faculty are seasoned professionals well aware of the standards for academic programming. They are committed to offering top quality education to the students. The program will continue to be equal with all other programs at the college.

Standard 4 The Academic Program

The Program of Study for each of the two programs remains unchanged. The academic standards and learner outcomes remain the same for each program, no matter where they are taught. The Cosmetology Program and the Culinary Arts Program will be supervised in the same manner as all the other college programs. Faculty evaluations will be conducted as usual on the schedule describe in the contract with the MCCC. Student evaluations will be conducted on schedule with all the other programs and classes at the college. Graduation rates and job placement records will be kept as usual by the college. Faculty will continue to attend college governance meetings such as division meetings and faculty/staff meetings. The programs will undergo program review like all other programs at the college on a cycle.

The curriculum for both programs has undergone some revision in anticipation of the move to Middleton. Since Cosmetology will have two full time instructors rather than three due to reduction in seats from 40 to 25, the two instructors are revising syllabi to reflect this change; they will include all instructional objectives on the syllabi. Syllabi will be reviewed by the Dean, as usual, every semester. In addition, they will be submitted to the Board of Registration of Cosmetology to secure the new license for the program at the new site. Culinary Arts faculty worked together to plan the course schedule to accommodate students who are approaching graduation as well as incoming new students. They are working with the Kitchen Designer to be sure the space is appropriately designed for instructional purposes, and to plan for the restaurant space for the service portion of the curriculum.

Standard Five Faculty

The full time faculty currently teaching in the two programs will continue to provide the instruction at the new location. They have been deeply involved in the planning for relocation. They reviewed sites under consideration and are enthusiastic about the new location. They have been participating on the internal planning team that has reviewed all aspects of relocation, including packing and storing equipment over the summer and the space needs and the instructional needs for both programs. As vacancies occur in the teaching ranks, faculty will be sought who hold the appropriate degrees or qualifications. Given the workforce nature of these two programs, credentials in the field and experience in the profession are the qualifications, rather than the more Liberal Arts emphasis on masters and doctoral degrees. Part-time faculty credentials would be equivalent to those held by full-

time faculty. Students in these two programs receive regular academic advising from their faculty; advising is built into the workload of full-time faculty. Additional advising is available at the student's convenience when not in class, both days and early evenings, on the Danvers and the Lynn campuses.

Cosmetology faculty include Kathleen Champlain, B.S., Licensed Cosmetologist, Program Coordinator and Associate Professor; and Ella Gannon, Licensed Cosmetologist, Associate Professor. Kathy Champlain has over 25 years of experience in the industry, including having been the owner/operator of a hair salon, merchandising manager, assistant stylist, and district manager for a well-known salon products vendor; she has been an instructor in the program for 10 years. Ella Gannon has 44 years of experience as a Cosmetologist; she has been an instructor for 17 years, having taught in the program at the Aggie before the program came to North Shore Community College.

Culinary Arts faculty are Loreen Tirrell, MBA, B.S., Program Coordinator and Associate Professor; Kristine Demchenko, B.S. Instructor; Charles Naffa, Associate Professor. Loreen Tirrell has over thirty years experience as a restaurant manager/consultant in both New York City and the Boston area. She has worked as a general manager, regional manager and restaurant consultant on existing and new restaurant projects. She continues to consult in the restaurant industry in communities in and around the North Shore of Boston. She has been an instructor of Culinary Arts for 11 years. Kristine Demchenko has held culinary leadership positions in large hotels for over 20 years; she taught at Le Cordon Bleu and has been on the faculty at North Shore for one year. Charles Naffa serves on several Advisory Boards for area high school Culinary Arts programs; he is a food service consultant, restaurant rescue owner proprietor, food service director for Mass. Junior Olympic Shooting Team Camp Curtis Gile, and is engaged in a catering business that specialized in pasty and specialty cakes. He has been teaching for 24 years including his time at the Aggie's post-secondary program prior to joining the college.

Standard Six Students

Specific recruiting is being done this summer for both programs in order to meet the enrollment goals and raise awareness of the new location among the general public about the new location. Print advertising is being done throughout the summer through large color print ads in the Boston Globe, Salem News, Gloucester Times, and the Lynn Daily Item. Email marketing has been conducted through Eblasts sent to the population list provided by the Recruitment department and through an email list purchased from Gannett Media during summer months. Radio ads on 104.9 North Shore Radio were broadcast through June and July. The college webpage featured news items and event blog, and publicized the September Information Sessions planned for both programs. The College purchased lead sponsorship of the Salem Willows Seafood Festival (Sponsored by NSCC's Culinary Arts Program) in June. Open Houses for Cosmetology will be held in September. The college is confident that Cosmetology will reach its enrollment of 25 students, and Culinary Arts will have approximately 50 new students by October.

All students, no matter which campus their programs may be on, come to either the Danvers or the Lynn campus for Admissions, Enrollment, Financial Services, and Orientation. Since the Middleton location is only 3.5 miles from the Danvers campus, this is not an inconvenience for the students. The College intends to continue to develop partnerships with area businesses to promote the Cosmetology and Culinary Arts programs and to build for the future.

Standard Seven Library

Libraries on both the Danvers and the Lynn campus are full service libraries that serve students no matter where they are studying. The Librarians do orientation to library collections, access to services, and general research skills for all students on both main campuses. They can do their presentations on the Middleton campus if needed, as all services are connected and available on all campuses. The Library offers a one credit online course in Information Literacy which is open to all students. More often, they do orientations to the library with groups of students in particular classes upon faculty request. This option is open to all faculty, and the distance from the Middleton site is only 3.5 miles. The College will include the Middleton site in its student shuttle service, so that students have access to all campus locations and all the services provided to students.

Standard Eight Physical and Technological Resources

The lease agreement, the Revocable License Agreement, is attached in Appendix A. The floor plan for the facility in Middleton is included at the end of the lease agreement. The Cosmetology layout has been approved by the faculty in Cosmetology and has been verbally approved by the Board of Registration of Cosmetology, as they are familiar with that site; it had previously held a license to operate a program at the high school. It is anticipated that on August 12 that Board will approve the new license. A Kitchen Planner is working with college officials, the faculty, and the developer to plan the layout for the instructional kitchen space. Equipment currently owned by the college will be moved there when the facility is ready for delivery. Some equipment has been purchased from North Shore Vocational Technical High School. Other equipment is being purchased with college funds and Perkins funding. Student lockers are being installed. Individual and group office space for both full time and adjunct faculty is provided.

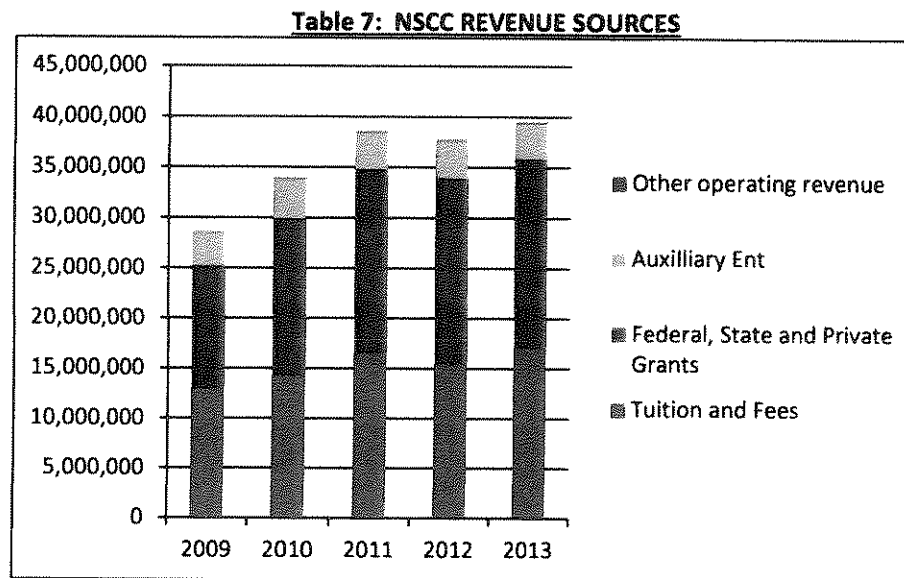
Information Systems, Facilities, and Academic Technology are working together to ensure that the new facility is wired properly, the systems are safe and current, and that academic learning technologies are present and equivalent to those offered elsewhere at the college and as requested by the faculty. There will be computer stations for students to use for a variety of purposes, from checking email to doing homework, just as at other locations. Security and facilities maintenance services will be provided at the Middleton site. A separate entrance will provide admittance to the college site and exits to other parts of the facility will be secured. All permits have been obtained and the college will include the site in crisis planning and communication.

Standard Nine Financial Resources

An FY15 budget for the programs and facilities has been developed, including estimated detailed revenues and expenditures, and included in the College's operational budget, approved by the College's Board of Trustees in May, 2014. Funds are available to cover the costs of the operations and will be monitored as regular operations of the College, as well as included in the annual financial statement audit of the College. Sufficient funds are available at the institution from a variety of sources to support the two programs in the new space. The College has budgeted \$456,356 to lease space, equip the new facilities and to support the relocation efforts. Approximately \$163k is one-time expense to purchase new equipment for the programs and infrastructure support; the rest is for rent/utilities, supplies and other operational support costs. Once relocated to the new space, on an annual basis, we expect the program tuition and fees to cover the annual instructional and operational costs at break even.

The Office of Administration and Finance, led by a seasoned financial officer with decades of hands-on experience at the College, is supported by highly educated and qualified staff with extensive experience and technical ability. The College continues to obtain funding from three primary sources: tuition and

fees, grants and an appropriation from the Commonwealth of Massachusetts. For fiscal year 2014, NSCC's total operating expenses are budgeted at \$56,207,000 with total operating revenues budgeted at \$30,826,000 and non-operating revenues budgeted at \$25,030,000. This represents a deficit of \$351,000 which will be covered by reserves that were authorized by the Board of Trustees. In 2013, tuition and fees comprised 27% of revenues, while the appropriation from the State comprised 36% of total operating and non-operating revenues. The following chart shows the sources of NSCC revenue over the past five years:



The College contracts KPMG to conduct its external financial audit, and started to conduct an A-133 audit annually in FY2012. Annual audits for the past five years have revealed no material weaknesses that would prevent the College from meeting its mission. The audit findings continue to indicate "The College uses these capital assets to provide services to students, faculty and administration."

Supporting College priorities, institutional grants (as opposed to grant aid to students) in FY2013 totaled more than \$4,500,000 or 8% of NSCC's annual budget. Significant state and federal grants in operation were a state Early Education and Care (EEC) regional lead award, US Dept. of Education Perkins and FIPSE grants, as well as a partnership in a statewide DOL TAACCCT consortium grant. The College has applied this summer for FIPSE and DOL grants to continue and expand the Culinary Arts program, and will utilize some Perkins funds towards the purchase of new kitchen equipment for the Culinary Arts program. Operational revenue from tuition and fees will cover the additional costs for outfitting the Culinary and Cosmetology teaching spaces, as well as costs for faculty rent, supplies, utilities, and miscellaneous items.

The College's foundation, or 501c(3) fundraising arm continues to support student retention and success through the largest scholarship program among the Massachusetts community colleges and also raises unrestricted funds for College programs with the approval of the Foundation Board. The NSCC Foundation currently holds assets of more than \$6.5 million.

Moreover, NSCC has been able to build and maintain significant reserves – to almost \$7 million at FY13 fiscal year end, from a fund balance of \$4 million in 2009. By FY13, NSCC's assets exceeded liabilities by more than \$68 million due to the Health Professions and Student Services building opening on campus during 2011. This was an increase of \$38 million from 2009.

The institution currently has an eleven member Board of Trustees. Aside from budget and financial oversight, it has assigned the Finance Committee, a sub-committee made up of three Board Members, the responsibility to review all revenue and expenses on a monthly basis and report back to the full Board. The goal is to increase overall transparency and oversight. The Trustee Finance Committee also acts as the Audit Committee, monitoring the annual Financial Statement and Federal A-133 Audits processes.

Each year the Strategic Plan is reviewed by the President and Vice Presidents to determine the priorities and enrollment goals for the upcoming year. A preliminary budget is prepared with input from deans and directors and forwarded by the Executive Staff to the Board of Trustees for review and approval.

Standard Ten Public Disclosure

Information about the new location of the programs has been entered in all relevant places on the college website, social media, and print materials. The purpose of the programs and the content of each program of study is clearly presented on the Academics page of the college website and in the catalog. The College recognizes the importance of public disclosure and takes pride in its transparency. The college's website is due for a "refresh" in the near future, with the goal of being even more user friendly to provide easier access to all desired information.

Standard Eleven Integrity

The College has been preparing the Fifth Year Interim Report during this academic year, 2013-2014. During this time, teams of college personnel have been working on each NEASC standard, reviewing all relevant facts, policies, procedures, as they apply to each standard, including Integrity. North Shore Community College takes great pride in its commitment to integrity in everything we do. With regard to the relocation of the Cosmetology and Culinary Arts programs, the college took great pain to operate according to ethical standards. College officials kept the Board of Trustees and the college community updated at each step of the process, from the development of the partnership with HEP to its collapse and subsequent search for new sites. The College kept NEASC informed of each development. College officials met regularly with MCCC union officials to discuss the potential effects of the loss of the Aggie site, the exploration of alternative sites with their advantages and disadvantages, and the ultimate solution adopted.

The College, through its hard work and diligence, was able to locate a site to continue the Cosmetology program, when it looked initially as if that program might have to close, which would have meant the loss of employment for the full time faculty and a workforce program that is in demand at the college. Because of the reduction in seats from 40 to 25, one full-time/non-tenured faculty member was separated from the college. Faculty have prepared the curriculum and other information required for the Cosmetology license. While the license has not yet been granted, faculty have been in communication with the Board of Registration of Cosmetology and expect to have the license as soon as renovation of the facility is complete and the Board can inspect the new facility. Locating the site for Culinary Arts meant that all three full time faculty will continue with the college, and we can look forward once again to growing enrollment in that program. During this year, the Culinary Arts faculty carefully planned for the academic needs of students near to graduation, in case a kitchen facility could

not be located before fall 2014. Courses were scheduled to allow the students who needed hands-on courses to get them this spring at the Aggie site. Fall courses were scheduled so that didactic courses will be held on the Danvers campus and students could continue to make progress toward their certificate or degree. Now that a kitchen will be available, hands-on courses can begin in October, and students can take both didactic and hands-on courses.

Plans for the future

As noted above, the College is working with DCAMM to address the long-term location for these two programs. The current short-term solution has limited space for the programs, and growth can only occur if a larger facility for each program were secured. The college is committed to expanding programs that have clear workforce relevance in Gateway Cities, particularly in Lynn. The ideal solution would be to locate both programs at the Lynn campus.

Demand for the Cosmetology Certificate has been strong since 1999, when the College gained oversight of the program. Yearly enrollment was 40 students per year, and graduates have a 100% job placement rate. The new facility can accommodate only 25 students. Clearly, there is room for growth. Since this is a one year certificate, it would be an excellent choice for many potential students in Lynn, where such workforce development would be welcomed, and jobs are available.

The Culinary Arts degree and certificate programs would be a great fit for Lynn as well. The college offers an Environmental Horticulture Program on the Lynn campus and is pursuing opportunities to offer multidisciplinary programs including Culinary Arts, Nutrition and Diet Technology, Horticulture, Food Science, and Hospitality to address more holistically the hospitality and food industry in the area. The opportunity to combine Green initiatives, organic farming, and good nutrition in an urban area is very appealing. The restaurant industry is strong on the North Shore, including in Lynn, which has seen an influx of restaurants covering the spectrum from fine dining to a greater variety of ethnic cuisine. The College is eager to provide education and training to residents of the Lynn area in a facility that is large enough to accommodate 100-200 students. Graduates would be well prepared to enter the food service industry in the area.

While the current relocation of the two programs will serve students for the near future, the College has begun a major planning effort to update the Master Plan. The Vice President for Academic Affairs will lead an academic program planning effort that will be correlated with the updated enrollment and student services plan. The Vice President for Administration and Finance will lead the facilities plan, emphasizing the academic needs on the Lynn campus. The College expects DCAMM to sign a contract with Sasaki Associates, who were engaged in the previous facilities plan, by the end of August. It is anticipated that the Master Plan will guide construction of appropriate academic space in the future on the Lynn campus.

APPENDIX

License (rental) Agreement

REVOCABLE LICENSE AGREEMENT

This is a REVOCABLE LICENSE AGREEMENT ("Agreement") by and between the parties specified below for the temporary use of real property pursuant to the following terms and conditions.

1. PARTIES

Licensor: North Shore Business Center LLC

Original Address of Licensor: 189 North Street, Suite 202, Middleton, MA 01949

Licensee: North Shore Community College

Original Address of Licensee: One Ferncroft Road, Danvers, MA

2. APPLICABLE DATES

This Agreement shall take effect on September 1, 2014, and shall terminate one (1) year later on August 31, 2015 ("License Term"). The Parties reserve the right to extend this Agreement for up to two (2) subsequent License Terms subject to the written, mutual agreement of both parties at least sixty (60) days prior to the date of termination.

3. LICENSED PREMISES

The "Licensed Premises" are shown on the plan(s) or diagram(s) attached to this Agreement as Exhibit A, and as further described as follows: approximately 12,360 square feet of space located on the first floor of the building (the "Building") commonly known and numbered as 30 Log Bridge Road, Middleton, Massachusetts.

Licensor hereby agrees that Licensee may use the Licensed Premises subject to the terms of the Agreement and hereby grants to Licensee a non-exclusive license to access and use the Licensed Premises for the License Term unless terminated sooner pursuant to law or the terms of this Agreement. Licensee hereby expressly acknowledges that it has no property or possessory right in or to the Licensed Premises except a License for temporary use as established herein. Licensee shall permit the Licensor and its agents to enter and examine the Licensed Premises and perform work therein or thereon, at any time, so long as such work does not materially interfere with Licensee's use of the Licensed Premises.

Prior to the commencement of the License Term, the Licensor shall make specific improvements to the Licensed Premises as described more particularly in Exhibit B. Licensor shall have no obligation to provide any other fixtures or equipment, including but not limited to sinks previously included in the culinary arts areas, other than the items identified on Exhibit B.

Except for Licensor's initial improvements as detailed in Exhibit B, the Licensed Premises shall be delivered to Licensee in its "as is" condition and any subsequent improvements to the

Licensed Premises by the Licensor shall be upon the mutual, written consent of the Parties. Licensee shall make no alterations, additions or improvements to the Licensed Premises without Licensor's prior written consent, which consent may be granted or withheld in Licensor's sole discretion. Licensee shall vacate the Licensed Premises and return it to Licensor on the date of expiration or termination of this Agreement in as good condition as upon the initiation of the License Term, reasonable wear and tear excepted. Upon expiration or termination of this Agreement, Licensee shall have no further rights in or access to the Licensed Premises.

Licensee shall obtain all permits or licenses from all applicable authorities for any work undertaken by Licensee in the Licensed Premises, including the installation of equipment, furnishings and fixtures.

During the Term of this Agreement, Licensee shall at all times, keep the Licensed Premises clean and in as good repair, order and condition as the same are at the beginning of the License Term, normal wear and tear excepted. Throughout the License Term, Licensee shall continuously occupy the Premises and use the same for the Permitted Use, as defined below, only. Licensee shall not injure, overload, deface or commit waste in the Licensed Premises.

4. **PERMITTED USES**

Licensee shall be authorized to use the Licensed Premises for the following purposes: to operate North Shore Community College's Culinary and Cosmetology Programs and use the Leased Premises for classrooms and related administrative offices (the "Permitted Uses").

5. **HOURS OF OPERATION**

During the License Term, Licensee is permitted to access, operate and use the Licensed Premises for the Permitted Uses during the following times: 6:00 am to 11:00 pm.

6. **LICENSE FEE**

Except as otherwise provided, Licensee shall pay to Licensor, without notice or demand, and without any set-off, counterclaim, abatement or deduction whatsoever, except as expressly set forth herein, in lawful money of the United States, by unendorsed check or money order or, at Licensor's option, by wire transfer of immediately available funds, a License Fee in equal monthly installments, in advance, commencing on the License Term, and, thereafter, on the first day of each succeeding calendar month during the License Term or any extension thereof, except that the Licensee shall pay the first full monthly installment of the License Fee upon the execution hereof.

The terms of the payment of the License Fee to Licensor are established as follows:

Period	Annual License Fee	Monthly Installment of License Fee	PSF License Fee
September 1, 2014 – August 31, 2015	\$177,984.00	\$14,832.00	\$14.40 per sq. ft.

During any Renewal Period the License Fee shall be subject to renegotiation by the Parties. If Licensee shall fail to make payment of any installment of License Fees or any other amounts due and payable hereunder within five (5) business days after the date such payment is due, Licensee shall pay to Licensor on demand a late charge equal to five percent (5.0%) of the amount of such overdue payment or to the extent permitted under applicable state law.

Licensee has deposited with Licensor the sum of \$29,664.00 as a security deposit and last installment of the License Fee for the faithful performance of and in compliance with all terms, covenants, conditions, rules and regulations of the within Agreement. Licensor shall provide Licensee with seven (7) days written notice of its intent to apply the security deposit to any default of Licensee hereunder. Licensee shall pay the security deposit and last installment of the License Fee upon the execution hereof. In the event of any application of the security deposit to make good any default on the part of Licensee, Licensee agrees, upon written demand, to restore said security deposit to its original amount and, upon Licensee's failure to do so within thirty (30) days, Licensor will have the same remedy as and for the nonpayment of any installment of the License Fee.

7. LICENSOR AND LICENSEE RESPONSIBILITIES AND CERTIFICATION

During the term of this Agreement, the Licensor shall maintain all necessary and required permits and licenses, if any, in order to operate the Licensed Premises in a lawful manner. The Licensor shall immediately notify Licensee of the suspension or termination of any licenses or permits required for the lawful operation and/or occupation of the Licensed Premises.

Licensor and Licensee hereby acknowledge and agree that the Licensed Premises may be separately metered for electricity and gas. In the event separate meters are installed, the Licensee shall pay directly for all electricity and gas charges and the License Fee shall be reduced to \$8.50 per sq./ft. During the License Term hereunder, Licensee shall promptly pay all costs with respect to same, such payments to be made directly to the utility provider or to the appropriate party charged with collecting the same. Except as expressly agreed to herein, Licensor shall have no obligation to furnish any utilities or services to the Licensed Premises. Licensor shall not be liable for any interruption or failure in the supply of any such utilities or services to the Licensed Premises unless such failure or interruption is the direct result of Licensor's acts or omissions.

The Licensor shall provide the following services at the Licensed Premises without cost to Licensee during the License Term (please check all appropriate services):

- ☒ Gas
- ☒ Electricity
- ☐ Lighting
- ☒ Water
- ☐ Phone and computer wiring
- ☒ Access to bathroom facilities (located within Licensed Premises)

- X Trash disposal and removal and recycling services (Licensor is responsible only to provide an area for maintaining a dumpster, Licensee shall be responsible for paying a third party for trash and recycling disposal and removal)
- Building security Not Applicable
- X Snow removal
- X Proper drainage
- X Custodial & Building cleaning services Monday through Friday, excluding holidays (for the common areas of the Building no services for the Leased Premises)
- X Building standard facility maintenance (for the common areas of the Building no services for the Leased Premises)
- X HVAC service during the Building's standard hours of operation (7a.m. to 10 p.m.). (Subject to separate meter for electricity and gas.)
- Other (please detail)

The Licensor represents that it has filed all state tax returns, paid all taxes, and complied with all laws of the Commonwealth relating to taxes; and that pursuant to M.G.L. c. 151A, § 19A(b), has complied with all laws of the Commonwealth, if applicable, relating to contributions and payments in lieu of contributions to the Employment Security System; and with all laws of the Commonwealth relating to Worker's Compensation, c. 152. The Licensor also represents that if special licenses are required in order to perform the herein described services, the Licensor has obtained all requisite licenses and permits.

During the term of this Agreement, the Licensee shall maintain all necessary and required permits and licenses to use the Licensed Premises for the Permitted Uses. The Licensee shall immediately notify Licensor of the suspension or termination of any licenses or permits required for the lawful operation of Licensee's business operations in the Licensed Premises.

Licensee will promptly observe and comply with all applicable present and future laws, ordinances, existing special permits and site plan approvals issued by the board of appeals for the Town of Middleton, requirements, orders, directives, rules and regulations of federal, state, and municipal governments and all other governmental authorities or any national or local board of fire insurance underwriters affecting the Licensed Premises for the Permitted Use thereof and shall make all repairs, alterations, additions or replacements to the Licensed Premises required by any law or ordinance or any order or regulation of any public authority, which shall be directly related to and required due to the Licensee's Permitted Use and shall keep the Licensed Premises equipped with all safety appliances required because of such use. To the extent that there is an amendment to any of the applicable rules and regulations or terms and conditions that affect or may affect the rights of Licensee, Licensor shall deliver such amendment to Licensee. Upon receipt of such amendment Licensee shall be responsible for observing all of the terms and conditions of such amended rules and regulations. Under no circumstances shall Licensee be responsible to make repairs, alterations, additions or replacements to the Licensed Premises

required by any law or ordinance or any order or regulation of any public authority that are general in nature and not directly related to and required due to the Licensee's Permitted Use. In accordance with Paragraph 8 herein, Licensee will indemnify and hold harmless Licenser from and against any and all penalties or damages charged to or imposed upon Licenser for any violation by Licensee of any such laws, ordinances, rules or regulations. Licensee will not use, or permit the use of, the Licensed Premises for any purpose which would cause the premiums on Licenser's fire and casualty insurance to be increased or create a forfeiture or prevent renewal of such insurance or result in a violation of the zoning ordinance in effect for the Town of Middleton. Without waiver of its other rights hereunder, Licenser may, if the rate of any insurance for Building where the Licensed Premises is located is increased as a result of Licensee's use of the Licensed Premises, require Licensee to pay to Licenser within thirty (30) days of a statement therefor from Licenser a sum equal to the difference between the original premium and the increased premium that result in an increase in the insurance payable by Licenser. Licensee will not use, or permit the use of, the Licensed Premises for any improper, offensive or unlawful purpose.

Licensee shall permit Licenser and its agents to enter the Licensed Premises at any time in emergencies and otherwise to enter the Licensed Premises at any reasonable times during business hours upon reasonable prior notice (which may be given by telephone) to examine the Licensed Premises with respect to compliance by Licensee with the terms and conditions of this Agreement, to show the Licensed Premises to prospective purchasers and mortgagees at all reasonable times. Notwithstanding the foregoing, Licenser shall have the right to enter the Licensed Premises at any time and at all times that Licensee shall be in default under its obligations under this Agreement hereunder.

8. INDEMNIFICATION

Licensee shall not do or permit any act or thing upon the Licensed Premises by persons under Licensee's control that may subject Licenser to any liability or responsibility for injury or damage to persons or property or to any liability by reason of any violation of law or of any legal requirement of any public authority, but shall exercise such control over the Licensed Premises as to fully protect Licenser against any such liability.

Pursuant to amended Article 62, §1, of the Massachusetts Constitution, and applicable Massachusetts case law, the Licensee, as an agency and/or political subdivision of the Commonwealth of Massachusetts, is prohibited from indemnifying and holding harmless, in any manner, any individual, or any private association, or any corporation that is privately owned and managed. Where the party to a contract with the Commonwealth is not an individual, private association, or a corporation, which is privately owned and managed, the Licensee is permitted to indemnify or hold harmless such party only upon a two-thirds vote of each House of the Massachusetts Legislature. In the event of the repeal of amended Article 62, §1, and the enactment of statutory authority authorizing the Licensee to enter into an indemnification and hold harmless agreement, the Parties agree that the Licensee shall indemnify and hold harmless Licenser from and against any and all liability, fines, suits, claims, demands, actions, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees and expenses) of any kind or nature of anyone whomsoever that are due to or arise out of (a) any breach, violation, non-

observance or non-performance of any term, covenant, or condition contained in this Agreement on the part of Licensee to be fulfilled, kept, observed or performed; and (b) any damage to property occasioned by Licensee's use or occupancy of the Licensed Premises; and any injury to any person or persons, including death resulting at any time therefrom, occurring in or about the Licensed Premises and caused by or resulting from the fault of the Licensee, its agents, employees, contractors, visitors or licensees.

The Licensor agrees and shall accept responsibility and liability for the acts and omissions of its officers, employees, contractors, and agents during the License Term. To the extent permitted under applicable law, the Licensor shall indemnify and hold the Licensee harmless from and against any and all injury, property damage, loss, claim, causes of action, or liability of every kind and nature whatever, at law or in equity, including attorney's fees, arising out of any act or failure to act by the Licensor or its officers, employees, contractors, and agents.

9. **SUCCESSORS AND ASSIGNS: LICENSOR'S TRANSFER OF RIGHTS**

Licensee's rights under this Agreement are for the benefit only of the Licensee named herein. Licensee shall not assign, sublicense, or transfer any of its rights under this Agreement, and shall not permit any other party to use or occupy the Licensed Premises. Licensor may transfer its rights and obligations under this Agreement to a successor owner of the Premises. Licensee agrees to look only to Licensor's interest in the Premises for satisfaction of any claim against Licensor, or its successors, and not to any other property or assets of Licensor, or its successors. In no event shall Licensor, or its successors, be liable for any indirect or consequential damages.

10. **INSURANCE**

The Licensee is a public institution of higher education within the Commonwealth of Massachusetts, pursuant to Mass. General Laws, Chapter 15A, Section 5. As such, the College is considered a political subdivision of the Commonwealth, with specific authorities established at Mass. General Laws, Chapter 15A, *et seq.* As a political subdivision of the Commonwealth of Massachusetts, the College is self-insured for general liability resulting from any negligent act or omission of College personnel, officers or directors, arising within the scope of their official duties and/or employment.

Until this Agreement expires or is terminated the Licensor shall maintain comprehensive general liability insurance coverage insuring the Licensor Premises against all claims, demands or actions for injury, death and property damage in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

11. **SUBORDINATION**

This Agreement shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage now or at any time hereinafter creating a lien or liens on the property of which the Licensed Premises is a part, and Licensee shall, when requested, promptly execute and deliver such written instruments as shall be necessary to

evidence such subordination. This Agreement is further subject to the terms of the Lease arrangement by and between Licensor and the North Shore Regional Vocational School.

12. **DEFAULT**

If Licensee shall be in default of any term, covenant or condition of this Agreement, then Licensor shall have available to it all of the remedies available to it hereunder at law and in equity, including but not limited to terminating this Agreement and recovering possession of the Licensed Premises. In addition, all costs and expenses incurred by Licensor in curing a default, including reasonable attorneys' fees actually incurred, together with interest thereon at a rate equal to the lesser of (a) eighteen percent (18%) per annum, or (b) the highest lawful rate of interest which Licensor may charge to Licensee without violating any applicable law from the day of payment by Licensor shall be paid by Licensee to Licensor on demand.

13. **NOTICES**

Any notice, statement, demand or other communication required to be given, rendered or made by either party to the other, shall be in writing and shall be deemed to have been properly given, rendered or made, if sent by recognized overnight courier or by registered or certified mail, return receipt requested, addressed to the other party at the other party's address as set forth below and shall be deemed to have been given, rendered or made when received or when delivery is refused.

If to Licensor: Ralph DiGiorgio, Manager
North Shore Business Center LLC
189 North Main Street, Suite 202
Middleton, MA 01949

If to Licensee: Dr. Patricia Gentile, President
North Shore Community College
1 Ferncroft Rd.
Danvers, MA 01923

Either party may, by notice to the other, designate a different address or addresses for notices, statements, demands or other communications intended for it.

14. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties with respect to the Licensed Premises, and may be amended only upon the mutual, written consent of Licensor and Licensee. All representations and understandings have been merged herein. Each party to this Agreement represents that it is authorized to execute, deliver and perform pursuant to this Agreement. Neither this Agreement nor any memorandum thereof shall be recorded by either party hereto. No provision of this Agreement shall be deemed to have been waived by either party unless such waiver is in writing and is signed by the party to be charged.

15. TERMINATION

Either party may terminate this Agreement at-will following at least sixty (60) days written notice to the other party.

16. MISCELLANEOUS

A. This Agreement (a) cannot be changed, amended or terminated orally or in any manner other than by a written agreement executed by both parties, (b) shall be governed by, and construed and enforced in accordance with, the laws of The Commonwealth of Massachusetts, and (c) may be executed in several counterparts, each of which, when taken together, shall be deemed an original and constitute one and the same document. Facsimile signatures on these instruments shall be binding with the same force and effect as original signatures.

B. Estoppel Certificates. At Licensors request, from time to time, Licensee agrees to execute and deliver to Licensor within ten (10) days of request therefor, a certificate which acknowledges the dates on which the Term begins and ends, tenancy and possession of the Premises and recites such other facts concerning any provision of the Agreement or payments made under the Agreement which Licensor, a mortgagee, or lender, or a purchaser or prospective purchaser of the Building where the Licensed Premises is located or any interest therein or any other party may reasonably request. Licensee acknowledges that the execution and delivery of such certificates in connection with a financing or sale in a prompt manner constitute requirements of Licensor's financing and/or property dispositions.

C. No Broker. Licensor and Licensee represent and warrant that neither has used the services of a real estate broker in locating the Premises or securing or negotiating this Agreement.

D. Waiver. The failure of Licensor or of Licensee to seek redress for violation of, or to insist upon strict performance of, any covenant or condition of this Agreement, whether heretofore or hereafter adopted by Licensor, shall not be deemed a waiver of such violation nor prevent a subsequent act, which would have originally constituted a violation, from having all the effect of an original violation, nor shall the failure of Licensor to enforce any similar provision against any other licensee, occupant or party in possession of any property of which the Licensed Premises are a part, be deemed a waiver of any such provision hereunder. The receipt by Licensor of License Fees or Additional License Fees with knowledge of the breach of any covenant of this Agreement shall not be deemed waiver of such breach. No provision of this Agreement shall be deemed to have been waived by Licensor, or by Licensee, unless such waiver be in writing signed by the party to be charged. No consent or waiver, express or implied, by Licensor or Licensee to or of any breach of any agreement or duty shall be construed as a waiver or consent to or of any other breach of the same or any other agreement or duty.

E. Accord and Satisfaction. No acceptance by Licensor of a lesser sum than the full License Fees and Additional License Fees, both as described herein, then due shall be deemed to be other than on account of the earliest installment of such rent due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an

accord and satisfaction, and Licensor may accept such check or payment without prejudice to Licensor's right to recover the balance of such installment or pursue any other remedy provided in this Agreement. The delivery of keys to any employee or agent of Licensor shall not operate as a termination of this Agreement or a surrender of the Licensed Premises.

F. Remedies Cumulative. The specific remedies to which Licensor may resort under the terms of this Agreement are cumulative and are not intended to be exclusive of any other remedies to which it may be lawfully entitled in case of any breach or threatened breach by Licensee of any provisions of this Agreement. In addition to the other remedies provided in this Agreement, Licensor shall be entitled to the restraint by injunction of the violation or attempted or threatened violation of any of the covenants or conditions of this Agreement or to a decree compelling specific performance of any such covenants or conditions.

G. Covenant of Quiet Enjoyment; Rule of Independent Covenants. Licensee, subject to it paying and performing all of its obligations under this Agreement prior to the expiration of any applicable notice and cure period, shall lawfully, peaceably, and quietly have and hold, occupy and enjoy the Licensed Premises during the Term, without hindrance or ejection by any person. The parties to this Agreement hereby adopt the common law rule of independent covenants. Except as otherwise stated in this Agreement, Licensee shall have no right to terminate the Agreement or abate the Licensed Fee, absent an express provision contained in this Agreement or in the event of a constructive eviction.


H. Partial Invalidity. If any term of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

[Signature Page to Follow]

Authorized Signatures

FOR LICENSOR:

North Shore Business Center LLC

By: 
Ralph DiGiorgio, Manager

7/21/14
Date

FOR LICENSEE:

North Shore Community College

By: 
Dr. Patricia Gentile, President

7/21/14
Date

EXHIBIT A

Plan(s) or diagram(s) showing the Licensed Premises

EXHIBIT B

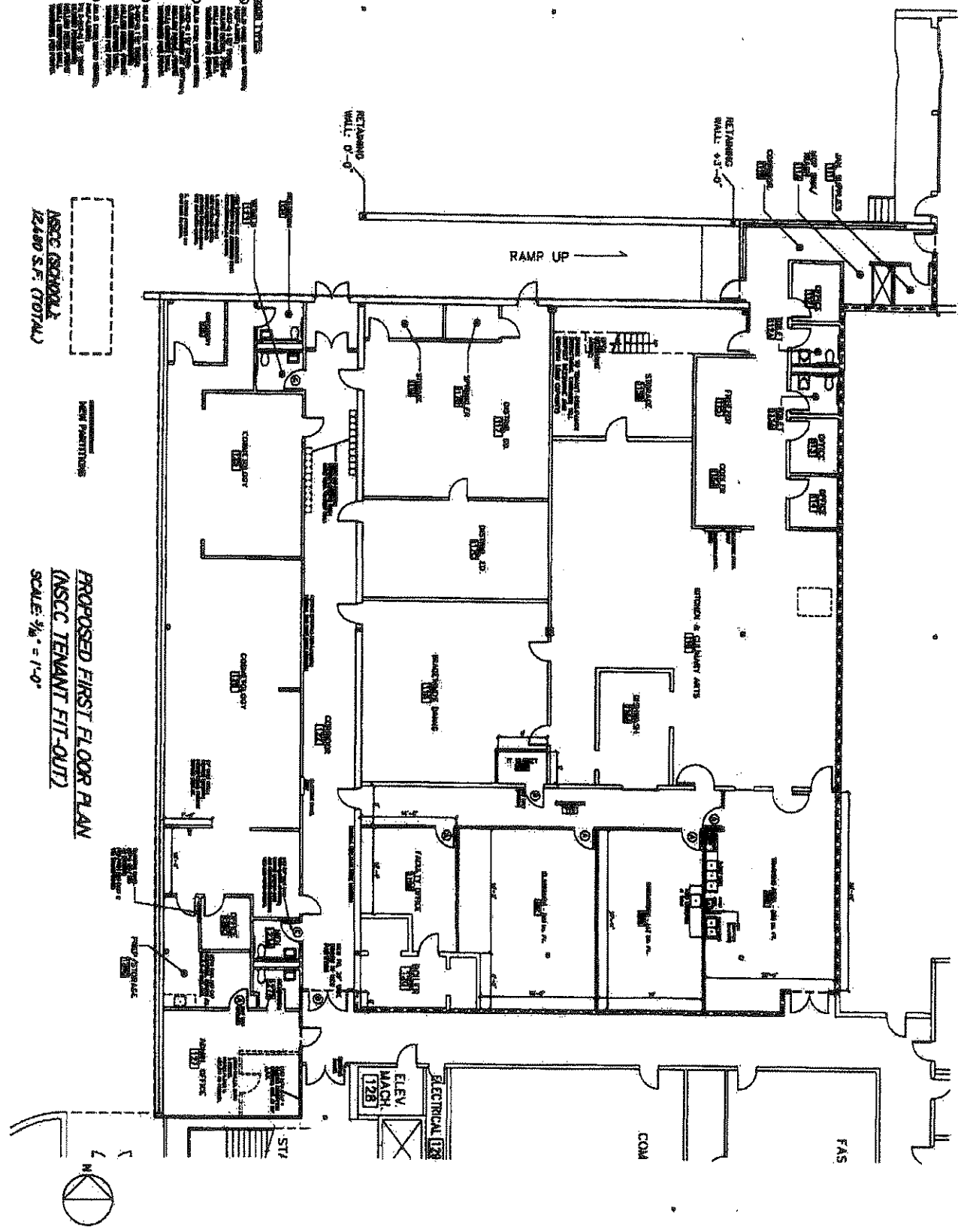
Plan(s) or diagram(s) showing location of Licensor's improvements to the Licensed Premises

- DOOR TYPES:**
- ① 1/2" x 6" x 6" Solid Core Door
 - ② 1/2" x 6" x 6" Solid Core Door with Vision Panel
 - ③ 1/2" x 6" x 6" Solid Core Door with Vision Panel and Kick Plate
 - ④ 1/2" x 6" x 6" Solid Core Door with Vision Panel and Kick Plate and Push Plate
 - ⑤ 1/2" x 6" x 6" Solid Core Door with Vision Panel and Kick Plate and Push Plate and Pull Plate
 - ⑥ 1/2" x 6" x 6" Solid Core Door with Vision Panel and Kick Plate and Push Plate and Pull Plate and Transoms
 - ⑦ 1/2" x 6" x 6" Solid Core Door with Vision Panel and Kick Plate and Push Plate and Pull Plate and Transoms and Storm Door
 - ⑧ 1/2" x 6" x 6" Solid Core Door with Vision Panel and Kick Plate and Push Plate and Pull Plate and Transoms and Storm Door and Transoms
 - ⑨ 1/2" x 6" x 6" Solid Core Door with Vision Panel and Kick Plate and Push Plate and Pull Plate and Transoms and Storm Door and Transoms and Transoms
 - ⑩ 1/2" x 6" x 6" Solid Core Door with Vision Panel and Kick Plate and Push Plate and Pull Plate and Transoms and Storm Door and Transoms and Transoms and Transoms

ASCC (2000000)
12480 S.F. (TOTAL)

NEW PARTITIONS

PROPOSED FIRST FLOOR PLAN
(ASCC TENANT FIT-OUT)
SCALE: 1/8" = 1'-0"



<p>Project No.</p> <p>AI.3</p>	<p>Proposed Floor Plan for HSCC Tenant</p>	<p>U.S. REGIONAL VOC. SCHOOL</p> <p>Middleton Massachusetts</p>	<p>Scale: 1/8" = 1'-0"</p>	<p>DATE: 10/1/80</p>	<p>BY: [Signature]</p>	<p>DILLIO ASSOCIATES INC.</p> <p>1000 ROUTE 1, SUITE 200, BOSTON, MA 02111</p>
	<p>Drawn by: [Name]</p>	<p>Checked by: [Name]</p>	<p>Reviewed by: [Name]</p>	<p>Approved by: [Name]</p>	<p>Project Manager: [Name]</p>	<p>Client: [Name]</p>

EXHIBIT B
Improvements to Licensed Premises

Following is a list of improvements to be made by September 1, 2014, by the Licensor at the North Shore Business Center, 30 Log Bridge Road, Middleton, MA for the space to be occupied by North Shore Community College:

- Room 119 is to be subdivided into four separate rooms. The new rooms will be designated 119A Faculty Office, approximately 195 S.F.; 119B Classroom, approximately 525 S.F.; 119C Break Room, approximately 450 S.F. with a sink and counter to be located along the east wall; 119D Cold Kitchen, approximately 620 S.F., with three sink configurations, a hand sink to be located along the west wall with three bay and two bay sinks located along the west wall. All partition walls will have sound attenuation material. Partitions must be of sufficient height to prevent sound transmission/infiltration from one space to another.
- Within Room 118 a closet, of approximately 30 S.F., will be constructed to accommodate the Licensee's IT requirements. The closet will be accessed from corridor 119. Sufficient cooling and ventilation will be provided to meet the requirements of the equipment located in the closet.
- Within Room 127 the space designated as "Storage 127A" shall be removed. A window will be installed in the east wall along corridor 122. A door will be installed between Room 127 and 126D. The door should open into 126D toward the east wall.
- The toilet room adjacent to Office 126C, with access from corridor 122 will have the door replaced so that it opens in to the right (toward north wall).
- Toilet room 123 will be made accessible from corridor 122 with the installation of a new door. The existing door opening into Room 125 will be removed and the opening closed.
- Room 124 is currently a laundry room. This room is to be changed into a toilet room. Add appropriate fixtures. Access will be as currently arranged.
- Locks will be installed in all doors in the Licensee's space in accordance to the Licensee's specification. Keying will be done in accordance with Licensee's specification. Keying will include a master key system for all the locks within the Licensee's space.
- Number and location of electrical drops/outlets will be of sufficient quantity to meet all programmatic requirements. The Licensee will provide this information when meeting with the Licensor's architect.
- Partial removal of existing lockers where indicated on Exhibit A.

- Install security doors to separate Licensed Premises from the remainder of Building.
- Install a dedicated entrance to the Licensed Premises, which shall be enhanced with an alarm system provided by and installed by Licensee.
- Install exterior signage as provided and positioned by the Licensee provided such signage complies with the sign bylaw for the Town of Middleton.
- Renovate all restroom facilities that service the Licensed Premises in accordance with all applicable building and sanitary codes, if required by law.

