

**LAW OFFICES OF
G. SHEPARD BINGHAM**

58 MAIN STREET, TOPSFIELD, MASSACHUSETTS 01983

G. SHEPARD BINGHAM, ESQ.

TELEPHONE: 978-887-2166

FACSIMILE: 978-887-3684

gshepardbinghamlaw@gmail.com

April 11, 2023

Lynn George, President
Service Dog Project, Inc.
37 Boxford Road
Ipswich, MA 01938

RE: Carlene White/Service Dog Project, Inc.
Termination of Use and Occupation Agreement
37 Boxford Road
Ipswich, MA

Dear Ms. George:

Please be advised that Ms. Carlene White has retained this office to represent her interests, as landowner, of those certain parcels of realty known and numbered as 37 and 45 Boxford Road, Ipswich, Massachusetts (the "Premises"). In that capacity, the matter of the Service Dog Project, Inc.'s ("SDP") continuing use and occupation of certain areas and facilities located with the subject Premises has been referred to my immediate attention for appropriate action.

First, I have extensively reviewed the purported Commercial Lease Agreement executed by and between my client and SDP on or about October 14, 2014. In my considered opinion, the same is a nullity and of no force and effect. One of most central terms to any lease of real property is an adequate, and therefore enforceable, description of the demised premises; the absence of such a material term renders the underlying contract unenforceable. Such is the case here.

In furtherance of the above proposition, note the specific reference made in Section 2.1 of the purported Commercial Lease Agreement granting SDP the right to use and occupy "...a **portion** of the Landlord's property as described in Exhibit A." This language manifests

Lynn George, President
April 11, 2023
Page 2

a clear intention that something less than the whole of the Premises was being allocated to SDP **but what part** remains a mystery and this is the problem. From 2014 through 2022, the absence of a clear description of the demised premises was not problematic because Carlene was both landowner and President of SDP and she freely adjusted the boundary lines as she deemed appropriate. Unfortunately, such is no longer the case and the interests of my client are now clearly at odds with the present operation of SDP at the Premises.

In an effort to try and cure the obvious failure in the written documentation, Carlene has attempted to reach out to SDP in an effort to better delineate both the present relationship between the parties as well as those exclusive and common use areas that each party will enjoy through December 2024. I refer you to my client's email correspondence to SDP dated April 2, 2023.

Regretfully, SDP's response to the above referenced email was simply to dismiss any of the very reasonable requests detailed therein and misguidedly cling to its rights under a fatally flawed purported lease. The purpose of this letter is to advise you that SDP either agree to the conditions outlined in my client's April 2, 2023 email correspondence or Carlene will have no alternative but to commence a legal proceeding to secure SDP's immediate eviction from the property. Given the fact that my client was both the founder, long time trainer and President of SDP, she would find such action to be most distasteful; however, make no mistake that she is prepared to do so if SDP fails to adopt a more reasoned approach to peacefully co-exist at the Premises. Note, *arguendo*, even if the purported lease to SDP were deemed to be valid (a circumstance which we completely reject), SDP is in violation of a number of the specific terms and conditions contained therein including, *inter alia*, those obligations relating to: (i) the proper maintenance and repair of those areas and facilities used and/or occupied by SDP; and, (ii) the prohibitions against waste, overload and nuisance. Such violations constitute a clear default and breach of the purported lease agreement, with each such violation constituting a separate ground for SDP's immediate removal from the Premises. Lastly, and in any event, your current conduct and interactions with my client guaranty that no lease term would ever be extended beyond its initial December 2024 termination date.

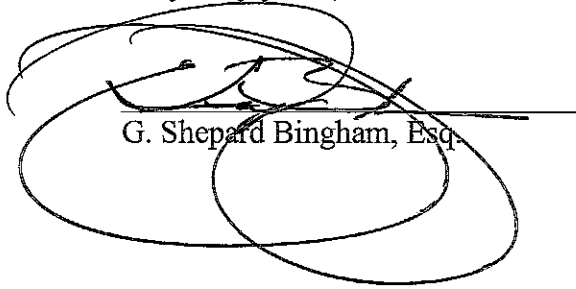
Going forward, you should also be aware of my client's concern that SDP is moving away from its mission statement of training and placing service dogs with the physically handicapped and/or disabled population. On its face, it would appear that SDP is fast becoming a pet breeder and not a service dog provider. Given the same, as a precondition to SDP's continued presence at the Premises in any capacity, Carlene will also insist that a representative of the landowner have a seat on SDP's Board.

Please advise me of SDP's position regarding the above no later than Monday, April 17, 2023.

Lynn George, President
April 11, 2023
Page 3

Thank you.

Very truly yours,

A handwritten signature in black ink, consisting of several overlapping loops and a horizontal line extending to the right. The signature is positioned above the printed name.

G. Shepard Bingham, Esq.