

## **Standard Form of Commercial Lease**

Lease dated as of the \_\_\_\_\_ day of \_\_\_\_\_ by and between \_\_\_\_\_, as landlord ("Landlord"), and Northshore Education Consortium, as tenant ("Tenant").

### **ARTICLE I REFERENCE DATA**

#### **1. (A) SUBJECTS REFERRED TO:**

Each reference in this lease to any of the following subjects shall be construed to incorporate the data stated for that subject in this Section I (A):

**LANDLORD'S ADDRESS:**

**TENANT'S ADDRESS:** Northshore Education Consortium, 112 Sohier Road, Beverly, MA 01915. Attention: Larry Fleming

**BUILDING:**

**FLOOR AREA**

**OF TENANT'S SPACE:** XXXXX sq. feet.

**TERM:**

**COMMENCEMENT DATE:**

**FIXED RENT:**

**SECURITY DEPOSIT:** None

**PERMITTED USE:** Educational Programming and General Office

#### **(B) EXHIBITS**

Exhibit No. 1: Floor Plan (and landlord improvements if applicable)

Exhibit No. 2: Landlord's Price Proposal and Non-Price Proposal Submissions

### **ARTICLE II PREMISES**

#### **2. PREMISES**

Subject to and with the benefit of the provisions of this lease, Landlord hereby leases to Tenant, and Tenant leases from Landlord, Tenant's space in the Building to be further defined upon award of the Contract. Tenant shall have use of a minimum of \_\_\_\_\_ parking spaces on the Lot.

## ARTICLE III TERM

### 3. TERM

The term of this Lease shall commence on the Commencement Date and shall continue for an initial period of five (5), unless sooner terminated or extended as provided in this Lease. The Initial Term shall expire on the date that is five (5) years after the Commencement Date. The Tenant shall have the option of extending the term of this Lease by an additional period of five (5) years by providing no less than one hundred twenty (120) days' notice to the Landlord of its intent to extend.

## ARTICLE V LANDLORD'S COVENANTS

### 4. (A) LANDLORD'S COVENANTS DURING THE TERM:

Landlord covenants during the Term:

1. To pay, when due, all real estate taxes and assessments levied or assessed against the Building and the parcel on which it is located. The Lessor shall provide certification of tax compliance in accordance with **M.G.L. c. 62C, § 49A**
2. Except as otherwise provided in this Lease, to make all repairs and perform all capital improvements necessary to keep the Building and Lot in good repair and condition, including, without limitation, repairs or replacement of the roof, windows, doors, exterior building envelope, structural components, and the heating, electrical, and plumbing systems.
3. The Lessor shall provide the Leased Premises with **water and sewer service**, and such costs shall be included in the rent.
4. To provide reasonable and sufficient heat and air conditioning and to maintain the HVAC system in accordance with the specifications required in the Request for Proposals (“RFP”).
5. The landlord will indemnify the tenants and hold them harmless from any liability for injury, loss, accident or damage to any person or property and from any claims, actions, proceedings, and expenses and costs in connection therewith including, without implied limitation, reasonable counsel's fees: (i) arising from the omission, fault, willful act, negligence or other misconduct of Landlord or anyone claiming under Landlord, or from any use made or thing done or occurring upon or about the demised premises but not due to the omission, fault, willful act, negligence or other misconduct of Tenant, or (ii) resulting from the failure of Landlord to perform and discharge its covenants and obligations under this lease.

### (B) INSURANCE

The Landlord shall obtain and maintain the following insurance in amounts not less than the Minimum Insurance Limits set forth below throughout the duration of this Lease and for at least one

year after termination of this Lease:

- a. Commercial General Liability insurance covering claims for injury to persons and damage to property. Such insurance shall include contractual liability and shall cover the use of all equipment and motor vehicles on the Site or transporting persons, equipment, materials or debris to and from the Site. Products and Completed Operations insurance shall be maintained for at least three years after completion of this Agreement. Minimum Insurance Limits: \$1,000,000 per occurrence; \$2,000,000 aggregate.
- b. Worker's Compensation Liability insurance in amounts not less than those required by law and Employer's Liability insurance.
- c. Umbrella Liability insurance in amounts not less than \$20,000,000, which shall be maintained for at least three (3) years after completion of this Agreement.

Certificates of insurance evidencing the coverage required hereunder and copies of the policies, together with evidence that all premiums for such insurance have been paid, shall be filed with the Tenant prior to the commencement of the Lease. All such policies and certificates shall be written through companies and in forms acceptable to the Tenant's lender or lenders, if any. All policies shall contain a provision that coverages afforded by them will not be cancelled or amended until at least thirty (30) days prior written notice has been given to the Tenant. In the event that any policy is cancelled or amended, the Landlord shall immediately provide notice to the Tenant and take all steps necessary to reinstate such policy to conform to the requirements of this Lease. The insurance provided under clause a and c, above, shall name the Tenant and such other parties as the Tenant shall require as "Additional Insured" parties. Insufficient insurance shall not release the Landlord from any liability for breach of its obligations under this Lease.

## ARTICLE V RENT

### 5. (A) Base Rent

(1) Tenant agrees to pay base monthly rent equal to 1/12th of the Base Rent, such rent to be paid in equal installments on the first day of July, 2026 and on the first day of each calendar month thereafter throughout the duration of the Term; and for any portion of a calendar month at the end of the Term, a portion of such base monthly rent, prorated on a per diem basis. All payments of base rent shall be made in lawful money of the United States and shall be made to \_\_\_\_\_ and sent to Landlord c/o \_\_\_\_\_, or to such other person and/or at such other address as Landlord may from time to time designate.

(2) The Tenant shall pay a **Base rent** on an annual basis for each year of the lease agreement. NEC will make monthly rental payments.

TERM	TERM DATES	ANNUAL PAYMENT	TOTAL RENT FOR TERM	MONTHLY PAYMENT
Five (5) Year Term	6/1/2026 – 5/30/2031	\$	\$	\$

Extension Term	6/1/2031 – 5/30/2036	\$	\$	\$
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In addition, the tenant shall be afforded a construction allowance of \$\_\_\_\_\_ that will be paid by the landlord to the contractors/architects on the tenant's behalf.

## ARTICLE VI TENANT'S COVENANTS

### **6. TENANT'S COVENANTS DURING THE TERM.**

Tenant covenants during the Term and such other time as Tenant occupies any part of the demised premises:

(1) To pay when due (a) all Base Rent

(2) Except as otherwise provided in this Lease, to keep the demised premises in good order, repair and condition, reasonable wear only excepted; and at the expiration or termination of this lease peaceably to yield up the demised premises and all changes and additions therein in such order, repair and condition, first removing all goods and effects of Tenant and those claiming under Tenant and any items the removal of which is required by any agreement between Landlord and Tenant (or specified therein to be removed at Tenant's election and which Tenant elects to remove), and repairing all damage caused by such removal and restoring the demised premises and leaving them clean and neat.

(3) To use and occupy the demised premises only for the Permitted Use; and not to injure or deface the demised premises, Building, or Lot; and not to permit in the demised premises any auction sale, nuisance, or the emission from the demised premises of any objectionable noise or odor; nor any use thereof which is improper, offensive, contrary to law or ordinance or liable to invalidate or increase the premiums for any insurance on the Building (or any portion thereof) or its contents, or liable to render necessary any alteration or addition to the Building;

(4) INTENTIONALLY DELETED

(5) To keep the demised premises equipped with all safety appliances required by law or ordinance or any other regulation of any public authority and/or any insurance inspection or rating bureau having jurisdiction, and to procure all licenses and permits required because of any use made by Tenant and, if requested by Landlord, to do any work required because of such use, it being understood that the foregoing provisions shall not be construed to broaden in any way the Permitted Use;

(6) Not without the prior written consent of Landlord to assign, hypothecate, pledge or otherwise encumber this lease, to make any sublease or to permit occupancy of the demised premises or any part thereof by anyone other than Tenant voluntarily;

(7) To maintain public liability insurance upon the demised premises in amounts which shall, at the beginning of the term, be equal to at least \$1,000,000.00 inclusive for bodily injury or death to one or more individuals and for damage to property. Tenant shall deliver to Landlord the policies of such insurance, or certificates thereof at least fifteen (15) days prior to the Commencement Date, and each renewal policy or certificate thereof, at least fifteen (15) days prior to the expiration of

the policy it renews. Each such policy shall be written by a responsible insurance company authorized to do business in the Commonwealth of Massachusetts;

(8) To keep all employees working in the demised premises adequately covered by workmen's compensation insurance in amounts no less than that required by law, and to furnish Landlord with certificates thereof;

(9) To permit Landlord and its agents entry: to examine the demised premises at reasonable times and, if Landlord shall so elect, to make repairs, alterations and replacements; to remove, at Landlord's expense, any changes, additions, signs, curtains, blinds, shades, awnings, aerials, flagpoles, or the like not consented to in writing; and to show the demised premises to prospective tenants during the twelve (12) months preceding the expiration of the term of this lease and to prospective purchasers and mortgagees at all reasonable times;

(10) To pay promptly when due the entire cost of any work done on the demised premises by Tenant and those claiming under Tenant; not to cause or permit any liens for labor or materials performed or furnished in connection therewith to attach to the demised premises; and immediately to discharge any such liens which may so attach;

(11) Not to make any exterior or structural alterations, improvements, changes or additions (nor any interior non-structural alterations, improvements, changes or additions which would affect any common utility or mechanical system in the Building) to the demised premises without Landlord's prior written consent.

## **ARTICLE VII DEFAULT**

### **7. (A) EVENTS OF DEFAULT - TENANT**

(1) If Tenant shall default in the payment of Fixed Rent, and if Tenant shall fail to cure said default within sixty (60) days after receipt of notice of said default from Landlord, or (2) if Tenant shall default in the performance or observance of any other agreement or condition on its part to be performed or observed and if Tenant shall fail to cure said default within sixty (60) days after receipt of notice of said default from Landlord (but if longer than sixty (60) days shall be reasonably required to cure said default, then if Tenant shall fail to commence the curing of such default within thirty (30) days after receipt of said notice and diligently prosecute the curing thereof to completion), or (3) if any person shall levy upon, or take this leasehold interest or any part thereof upon execution, attachment or other process of law, or (4) if Tenant shall make an assignment or its property for the benefit of creditors, or (5) if Tenant shall be declared bankrupt or insolvent according to law, or (6) if any bankruptcy or insolvency proceedings shall be commenced by or against Tenant, or (7) if a receiver, trustee or assignee shall be appointed for the whole or any part of Tenant's property, or (8) if Tenant shall vacate the demised premises, then in any of said cases, Landlord lawfully may terminate this lease and demand that Tenant vacate the premises. Termination of Lease due to unavailability of funding shall not be deemed default.

### **(B) EVENTS OF DEFAULT - LANDLORD**

Each of the following is an "Event of Default" by Landlord: (a) Landlord fails to comply with any obligation or covenant of Landlord under this Lease and fails to cure such failure within thirty (30) days

after receiving written notice from Tenant specifying such failure, or for those failures that cannot be cured within such thirty (30) day period, if Landlord fails to commence such cure within said thirty (30) day period and thereafter to diligently pursue such cure to completion; (b) Any warranty, representation, or statement that Landlord makes in this Lease is incorrect or misleading in any material respect on the date made.

Remedies of Tenant: Upon the occurrence of an Event of Default by Landlord, Tenant shall have the remedies described below under "Cure by Tenant", if applicable, given the nature of the Event of Default, and Tenant has any other remedies available to Tenant at law or in equity. In addition, if the Event of Default by Landlord is of such a nature that the Event of Default materially interferes with Tenant's use or occupancy of the Premises, in Tenant's reasonable judgment, and Landlord fails to fully cure or eliminate the cause(s) of such Event of Default within thirty (30) days following written notice from Tenant stating that such an Event of Default has occurred, then Tenant also has the right to terminate this Lease by giving Landlord a written Notice of Termination that Tenant must give at least ten days before the Expiration Date stated in such Notice of Termination. Upon the Expiration Date, this Lease comes to an end as fully and completely as if the Expiration Date stated in such notice were the Expiration Date originally fixed, provided, however, that Landlord remains liable for any breach of Landlord's obligations under this Lease occurring before the date of termination.

Cure by Tenant If Landlord fails to perform any obligation, agreement, or condition of Landlord under this Lease, including, but not limited to, failing to make any required repairs or to provide any Building services, and if such failure interferes with Tenant's use or occupancy of the Premises, in Tenant's reasonable judgment, and if Landlord does not cure such failure within thirty (30) days after written notice from Tenant specifying the failure (or, for those failures that are incapable of being cured within such thirty (30) day period, if Landlord fails to commence such cure within said thirty (30) day period and thereafter fails to diligently pursue such cure to completion), Tenant, at Tenant's sole option, and without waiving or limiting any claim for damages, at any time thereafter has the right to perform such obligation for Landlord, provided that Tenant has the right to cure any such failure before the expiration of the waiting period described above (but after notice to Landlord, including telephonic notice) if the curing of such failure before the expiration of the waiting period is reasonably necessary to prevent injury to persons or property. If Tenant makes any expenditure or incurs any obligation for the payment of money in order to cure Landlord's failure to perform as aforesaid, such monies paid or obligations incurred are deemed paid or incurred on behalf of Landlord, and Tenant shall be entitled to set off such monies paid from rental payments due thereafter to the Landlord. In the event that such monies paid exceed any remaining rental payments due to Landlord, Landlord agrees to reimburse Tenant therefore or save Tenant harmless therefrom.

## **C. REMEDIES CUMULATIVE**

Any and all rights and remedies of Landlord and Tenant under this Lease, at law, and in equity, are cumulative and are not to be deemed incompatible with each other and Landlord and Tenant each has the right to exercise any two or more such rights and remedies simultaneously, to the extent permitted by law.

## **ARTICLE VIII CASUALTY AND TAKING**

### **8. (A) CASUALTY AND TAKING**

In case during the term of this lease all or any substantial part of the demised premises, the Building, or Lot or any one or more of them, are damaged by fire or any other casualty or by action of public or other authority or are taken by eminent domain, this lease shall terminate at Landlord's or Tenant's election, which may be made notwithstanding Landlord's or Tenant's entire interest may have been divested, by notice given to the other party within thirty (30) days after the occurrence of the event giving rise to the election to terminate. Said notice shall, in the case of damage as aforesaid, specify the effective date of termination which shall be not less than thirty (30) nor more than sixty (60) days after the date of notice of such termination. In the case of any such taking by eminent domain, the effective date of the termination shall be the day on which the taking authority shall take possession of the taken property. Fixed Rent and additional rent shall be apportioned and adjusted as of the elective date of any such termination. If in any such case the demised premises are rendered unfit for use and occupation and this lease is not so terminated, both parties shall use due diligence to put the demised premises, or, in the case of a taking, what may remain thereof (excluding any items which both parties may be required or permitted to remove from the demised premises at the expiration of the term of this lease) into proper condition for use and occupation, but both parties shall not be required to spend more than the net proceeds of insurance or award of damages it receives therefore, and a just proportion of the Fixed Rent and additional rent according to the nature and extent of the injury to the demised premises shall be abated until the demised premises or such remainder shall have been put by both parties in such condition; and in case of a taking which permanently reduces the area of the demised premises, a just proportion of the Fixed Rent shall be abated for the remainder of the Term.

## **ARTICLE IX MORTGAGEE**

### **9. (A) SUBORDINATION TO MORTGAGES**

It is agreed that the rights and interest of Tenant under this lease shall be: (i) subject and subordinate to the lien of any present or future first mortgage and to any and all advances to be made there under, and to the interest thereon, upon the demised premises or any property of which the demised premises are a part, if the holder of such mortgage shall elect, by notice to Tenant, to subject and subordinate the rights and interest of Tenant under this lease to the lien of its mortgage; or (ii) prior to the lien of any present or future first mortgage, if the holder of such mortgage shall elect, by notice to Tenant, to give the rights and interest of Tenant under (this lease priority to the lien of its mortgage. It is understood and agreed that the holder of such mortgage may also elect, by notice to Tenant, to make some provisions hereof subject and subordinate to the lien of its mortgage while granting other provisions hereof priority to the lien of its mortgage. In the event of any of such elections, and upon notification by the holder of such mortgage to that effect, the rights and interest of Tenant under this lease shall be deemed to be subordinate to, or to have priority over, as the case may be, the lien of said mortgage, irrespective of the time of execution or time of recording of any such mortgage. Tenant agrees that it will, upon request of Landlord, execute, acknowledge and deliver any and all instruments deemed by Landlord necessary or desirable to evidence or to give notice of such subordination or priority. The word "mortgage" as used herein includes mortgages, deeds of trust or other similar instruments and modifications, consolidations, extensions, renewals, replacements and substitutes thereof. Whether the lien of any mortgage upon the demised premises or any property of which the demised premises are a part shall be superior or subordinate to this lease and the lien hereof, Tenant agrees that it will, upon request, attorney to the holder of such mortgage or anyone claiming under such holder and their respective successors and assigns in the event of foreclosure of or similar action taken under such mortgage. Tenant further agrees that it shall not subordinate its interest in this

lease to the lien of any junior mortgage, security agreement or lease affecting the demised premises, unless the holder of the first mortgage upon the demised premises or property which includes the demised premises shall consent thereto.

**(B) LIMITATION ON MORTGAGEE'S LIABILITY**

Upon entry and taking possession of the mortgaged premises for any purpose, the holder of a mortgage shall have all rights and duties of Landlord.

**ARTICLE X  
GENERAL PROVISIONS**

**10. (A) CAPTIONS**

The captions of the Articles are for convenience and are not to be considered in construing this lease.

**(B) SHORT FORM LEASE**

Upon request of either party both parties shall execute and deliver a short form of this lease in form appropriate for recording, and if this lease is terminated before the term of this lease expires, an instrument in such form acknowledging the date of termination. No such short form lease shall contain any indication of the amount of the rentals payable hereunder by Tenant.

**(C) NOTICES**

All notices and other communications authorized or required hereunder shall be in writing and shall be given by mailing the same by certified or registered mail, return receipt requested, postage prepaid, by mailing the same by Express Mail or by having the same delivered by a commercial delivery service such as Federal Express, UPS, and the like. If given to Tenant the same shall be directed to Tenant at Tenant's Address or to such other person or at such other address as Tenant may hereafter designate by notice to Landlord; and if given to Landlord the same shall be directed to Landlord at Landlord's Address, or to such other person or at such other address as Landlord may hereafter designate by notice to Tenant. In the event the notice directed as above provided shall not be received upon attempted delivery thereof to the proper address and shall be returned by the Postal Service or delivery service to the sender because of a refusal of receipt, the absence of a person to receive it, or otherwise, the time of the giving of such notice shall be the first business day on which delivery was so attempted.

**(D) NO SURRENDER**

The delivery of keys to any employee of Landlord or to Landlord's agent or any employee thereof shall not operate as a termination of this lease or a surrender of the demised premises.

**(E) BROKERS/FEE**

Intentionally Omitted.

**(F) HAZARDOUS MATERIALS**

Landlord agrees that Landlord must not cause or permit any Hazardous Substance to be used, generated, stored, or disposed of on, under, or about, or transported to, from, or across the Premises, or to migrate toward the Premises, provided, however, that this does not (i) prohibit Landlord from permitting other tenants of the Building from using any Hazardous Substance subject to the same provisions that are applicable to Tenant, or (ii) prohibit Landlord and Landlord's contractors from using necessary amounts of cleaning fluids, pesticides, gasoline, solvents, or similar supplies necessary to carry out Landlord's construction, repair, and maintenance obligations under this Lease, any of which constitutes a Hazardous Substance, provided that such use, including storage and disposal, by Landlord is in compliance with the manufacturers' instructions and recommendations for the safe use of such products, and with all laws, rules, regulations, judgments, decrees, orders, licenses, permits, authorizations, agreements, and other restrictions or requirements of governmental authorities relating to the environment, safety, or any Hazardous Substance.

Landlord must promptly take or cause others to take all actions that are necessary to assess, remove, and/or remediate each Hazardous Substance that is on, under, or migrating toward the Premises or Building (unless generated by Tenant), as and to the extent required by all laws, rules, regulations, judgments, decrees, orders, licenses, permits, authorizations, agreements, and other restrictions or requirements of governmental authorities relating to the environment or any Hazardous Substance. Landlord must also take all actions required to prevent such Hazardous Substance from causing injury or damage to Tenant and Tenant's employees, agents, contractors, and invitees, or if injury or damage cannot be prevented, to minimize such injury or damage to the greatest extent possible.

#### **(G) APPLICABLE LAW AND CONSTRUCTION**

This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and, if any provisions of this Lease shall to any extent be valid, the remainder of this Lease shall not be affected thereby. There are no oral or written agreements between Landlord and Tenant affecting this Lease. This Lease may be amended, and the provisions hereof may be waived or modified, only by instruments in writing executed by Landlord and Tenant. The titles of the several Articles and Sections contained herein are for convenience only and shall not be considered in construing this Lease. Unless repugnant to the context, the words "Landlord" and "Tenant" appearing in this Lease shall be construed to mean those named above and their respective heirs, executors, administrators, successors and assigns, and those claiming through or under them respectively. If there be more than one tenant, the obligations imposed by this Lease upon Tenant shall be joint and several.

#### **(H) AUTHORITY**

Each person executing this Lease on behalf of a party does hereby covenant and warrant that (a) the party is qualified to do business in the Commonwealth of Massachusetts, (b) the party has full right and authority to enter into this Lease, and (c) each person signing on behalf of the party is authorized to do so.

**ARTICLE XI  
SECURITY DEPOSIT**

**11. NOT REQUIRED**

**ARTICLE XII  
AVAILABILITY OF FUNDS**

**12.** The obligations of the Tenant hereunder shall be subject to appropriation on a fiscal year basis. In the absence of appropriation, this Lease shall be terminated immediately without liability of the Tenant for damages, lost profits, penalties, or other charges arising from early termination.

**ARTICLE XIII  
NON-DISCRIMINATION**

**13.** The parties involved in this contract shall not discriminate against any person because of race, age, handicap, sex, creed, color, religion, national origin, or sexual orientation, provided said orientation does not have as its object minor children.

**ARTICLE XIV  
MODIFICATION**

**14.** In the event that any holder or prospective holder of any mortgage which includes the demised premises as part of the mortgaged premises, shall request any modification of any of the provisions of this lease, other than a provision directly related to the rents payable hereunder, the duration of the term hereof, or the size, use or location of the demised premises, Tenant agrees that Tenant will enter into an amendment of this lease containing each such modification so requested.

**SIGNATURES APPEAR ON FOLLOWING PAGE**

EXECUTED as a sealed instrument in two or more counterparts as of the day and year first above written.

Landlord and Tenant have executed multiple counterparts of this document, under seal in accordance with the laws of the Commonwealth of Massachusetts, neither of whom incurs any personal liability as a result of such signature.

**LANDLORD:**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**TENANT:**            **Northshore Education Consortium**

By: \_\_\_\_\_

Printed Name: Francine H. Rosenberg

Title: Executive Director

By: \_\_\_\_\_

[•], Chair of the Board of Directors

**EXHIBIT A**

Pursuant to paragraph 4, above, of the Lease, the Collaborative shall pay the Lessor according to the following schedule of rent:

**INITIAL TERM (YEARS 1-5)**

Year One (1) lease payments shall be payable as follows:

\$ \_\_\_\_\_ per year, payable in monthly installments of \$ \_\_\_\_\_  
\_\_\_\_\_ per month, due on the 5th day of each month beginning on \_\_\_\_\_.

Year Two (2) lease payments shall be payable as follows:

\$ \_\_\_\_\_ per year, payable in monthly installments of \$ \_\_\_\_\_  
\_\_\_\_\_ per month, due on the 5th day of each month beginning on \_\_\_\_\_.

Year three (3) lease payments shall be payable as follows:

\$ \_\_\_\_\_ per year, payable in monthly installments of \$ \_\_\_\_\_  
\_\_\_\_\_ per month, due on the 5th day of each month beginning on \_\_\_\_\_.

Year four (4) lease payments shall be payable as follows:

\$ \_\_\_\_\_ per year, payable in monthly installments of \$ \_\_\_\_\_  
\_\_\_\_\_ per month, due on the 5th day of each month beginning on \_\_\_\_\_.

Year five (5) lease payments shall be payable as follows:

\$ \_\_\_\_\_ per year, payable in monthly installments of \$ \_\_\_\_\_  
\_\_\_\_\_ per month, due on the 5th day of each month beginning on \_\_\_\_\_.

Option(s) to renew, if and when exercised at the sole discretion of the Lessee, will be subject to the same terms and conditions with no more than a 3% initial and annual increases in the subsequent term

lease rates.