

August 17, 2015

***Via E-Mail and First Class Mail***

Mr. Richard Harris, Town Planner  
Town of South Hadley  
Town Hall  
116 Main Street  
South Hadley, MA 01075  
[rharris@southhadleyma.gov](mailto:rharris@southhadleyma.gov)

**RE: 67 Amherst Road – South Hadley ESL, Inc.**  
Minor Site Plan Approval

Dear Mr. Harris:

As you know, this office represents the non-profit educational facility located at 67 Amherst Road in South Hadley, located in the R-1 Residential zoning district (the "Premises").

We have received a determination from the Town's Zoning Enforcement Officer, Charlene Baiardi, along with Town Counsel, that the use at the property is exempt from zoning under Massachusetts General Laws chapter 40A, section 3, and, consequently, is permitted with Site Plan Review in accordance with section 5(E) of the Town's Zoning Bylaw.

Although we believe that, under Section 12(B)(5) of the South Hadley Zoning Bylaw, Site Plan Review may be waived—insofar as the use is located in an existing structure, no additions to the structure are to be undertaken, and no additional parking will be required to conform to the Parking Requirements of Section 8 of the Zoning Bylaw—we are submitting an application for Minor Site Plan Approval under Section 12(D)(2) and the Planning Board's Rules and Regulations.

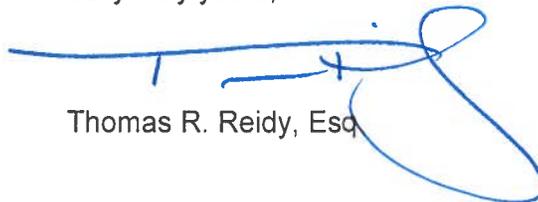
To that end, please find attached the following:

1. Application for Minor Site Plan Review;
2. Application Fee of \$75.00;
3. Letter of Determination from Zoning Enforcement Officer;
4. Packet Dated November 2, 2014 provided to Town Counsel relative to exempt-status of Premises and use;
5. South Hadley GIS Aerial Map of Premises;
6. Recorded Land Survey identifying boundaries of Premises;
7. Narrative of Proposed Use;
8. Letter requesting Waiver from strict compliance with Site Plan Content requirements;

9. Deed for 67 Amherst Road, South Hadley.

Kindly place this matter on the agenda for the Planning Board's public meeting of August 24<sup>th</sup>, 2015. Please let me know if there are any questions or concerns.

Very truly yours,

A handwritten signature in blue ink, consisting of a long horizontal line with a large loop at the end and a vertical tick mark on the left side.

Thomas R. Reidy, Esq.

TRR/trr  
54009-0002  
1302059

Enclosures

# EXHIBIT 1

**FORM PR-E**  
**SOUTH HADLEY PLANNING BOARD**  
**APPLICATION FOR PLAN REVIEW FOR EXEMPT PROJECT**

Date August 17, 2015

For projects exempt from zoning but subject to limited review under Chapter 40A, Section 3, File one completed application form together with ten (10) copies of the project plan with the Planning Board. One (1) copy of Form PR-E shall be concurrently filed with the Town Clerk.

To the Planning Board:

The undersigned herewith submits the accompanying Plan for review.

1. Applicant South Hadley ESL, Inc.

Address 67 Amherst Road

South Hadley, MA 01075

Telephone \_\_\_\_\_

2. Owner (if not applicant) \*Please See Attached Deed\*

Address \_\_\_\_\_

3. Plan Preparer Thomas R. Reidy, Esq.

Title or License Attorney for Applicant

Address Bacon Wilson, P.C., 6 South East Street, Amherst, MA 01002

4. Deed of property recorded in the Hampshire County Registry of Deeds,  
Book 11743 Page 204

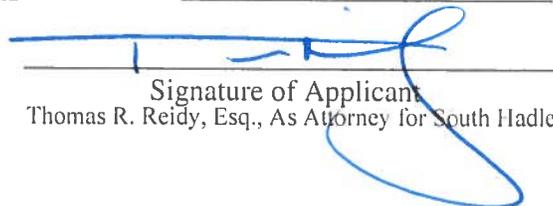
5. Location and description of property (street and number if any)

67 Amherst Road

Assessors Map # 52 Parcel # 58

6. Attach explanation and documentation of exempt status.

7. Fee Paid: Yes \_\_\_\_\_ No \_\_\_\_\_

  
\_\_\_\_\_  
Signature of Applicant  
Thomas R. Reidy, Esq., As Attorney for South Hadley ESL, Inc.

Town Clerk:

Date of Submission \_\_\_\_\_

Signature \_\_\_\_\_

# EXHIBIT 2

**BACON WILSON, P.C.**  
OPERATING ACCOUNT  
6 SOUTH EAST STREET  
AMHERST, MASSACHUSETTS 01002

**PEOPLE'S UNITED BANK**  
51-7218-2211

AMH2015 OPERACCT

South Hadley ESL, Inc. 54009-2

--Seventy Five and 00/100

DATE

AMOUNT

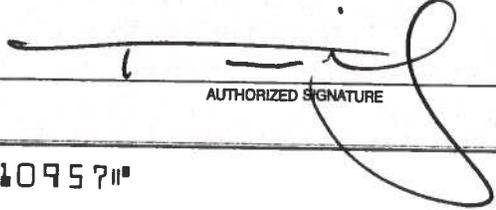
Dollars

August 17, 2015

\$ \*\*\*\*\*75.00

PAY  
TO THE  
ORDER  
OF

Town of South Hadley

  
\_\_\_\_\_  
AUTHORIZED SIGNATURE

Security features. Details on back.

⑈003153⑈ ⑆221172186⑆ 2100110957⑈

# EXHIBIT 3



## TOWN OF SOUTH HADLEY

Inspection Services  
116 Main Street, Room 110  
South Hadley, MA. 01075-2896

[www.southhadleyma.gov](http://www.southhadleyma.gov)  
Phone: 413-538-5017 ext. 205  
Fax: 413-538-7565

Charlene Baiardi x112  
Building Commissioner  
[cbaiardi@southhadleyma.gov](mailto:cbaiardi@southhadleyma.gov)

Rebecca Meleski x110  
Clerk  
[rmeleski@southhadleyma.gov](mailto:rmeleski@southhadleyma.gov)

David Tourville x108  
Plumbing and Gas Inspector  
[dtourville@southhadleyma.gov](mailto:dtourville@southhadleyma.gov)

Roy Rivers x111  
Inspector of Wires  
[rrivers@southhadleyma.gov](mailto:rrivers@southhadleyma.gov)

Thomas Reidy, Esq.  
Bacon & Wilson  
6 South East Street  
Amherst, MA 01002

July 29, 2015

RE: 67 Amherst Road – South Hadley ESL  
Chapter 40A, Section 3 MGL exemption from Zoning

Dear Mr. Reidy:

I have been advised by Town Counsel Ed Ryan that the project you represent at the above address appears to qualify under the non-profit educational exemption to the Zoning Bylaw. Therefore, in terms of Zoning only, this office considers this use permitted subject to Site Plan Review and limited regulation of topics specified under Massachusetts General Law Chapter 40A, Section 3 for such non-profit educational uses.

Applications for Site Plan Review are handled by Town Planner Richard Harris and you should contact him as to what is required and the procedures.

As you are aware, this determination only relates to zoning issues. The other outstanding code violations must be promptly and reasonably addressed for the safe occupancy of the building and neighborhood.

If you have any questions regarding this matter, please feel free to contact me.

Sincerely,

Charlene Baiardi  
Building Commissioner

Cc: Mike Sullivan, Town Administrator  
Ed Ryan, Town Counsel  
Richard Harris, Town Planner

# EXHIBIT 4

## Thomas R. Reidy

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**From:** Thomas R. Reidy <TReidy@baconwilson.com>  
**Sent:** Sunday, November 02, 2014 8:18 PM  
**To:** ejrjr.atty@gmail.com  
**Subject:** South Hadley ESL, Inc. - 67 Amherst Road, South Hadley  
**Attachments:** 1178903.pdf; South Hadley ESL Art. of Org.pdf; South Hadley ESL lease.pdf; South Hadley ESL - 67 Amherst Road.pdf; dan jacob.pdf; Piano Teacher Resume October 16, 2014.pdf; References Piano Educator, July 26, 2014.pdf; Hartsbrook Letter.pdf; South Hadley ESL.PDF

Good evening, Ed –

As promised and discussed, attached is the Memorandum relative to the educational use (including planned program, mandatory enrollment, required English classes at the premises, and case-law justification) and attachments referenced in the Memorandum. I apologize that the attachments are not identified by Exhibit tabs (the hard copy will include tabs), but I trust you can properly associate the referenced documents.

Should you have any questions or concerns, or issues in transmission, please don't hesitate to let me know.

I look forward to hearing from you, and I thank you, and the Town of South Hadley, for the patience.

Sincerely,

Tom

**Thomas R. Reidy, Esq.**

Phone 413.256.6701 | Fax 413.256.6469  
6 South East Street Amherst MA 01002  
treidy@baconwilson.com | baconwilson.com

**Bacon Wilson, P.C.**

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Amherst | Northampton | Springfield | Westfield

This communication and any files or attachments transmitted with it may contain information that is Attorney-Client communication or may otherwise be privileged or confidential and exempt from disclosure under applicable law. It is intended solely for the use of the individual(s) or entity(ies) to which it is addressed. If you are not the intended recipient, you are hereby notified that any use, disclosure, dissemination, or copying of this communication is prohibited by law. If you have received this communication in error, please delete it from any computer or network system and notify us immediately at (413)781-0560 or via e-mail at [netadmin@baconwilson.com](mailto:netadmin@baconwilson.com). For information about Bacon Wilson, please visit our web site at [www.baconwilson.com](http://www.baconwilson.com).

To: Town of South Hadley • c/o Edward J. Ryan, Jr., Esq. – Town Counsel  
From: Thomas R. Reidy, Esq., Bacon \ Wilson, P.C. on behalf of South Hadley ESL, Inc.  
Date: November 2, 2014  
RE: SOUTH HADLEY ESL, INC. – 67 Amherst Road

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**I. INTRODUCTION**

South Hadley ESL, Inc., (“SHE”) a Massachusetts non-profit educational corporation organized under chapter 180 of the Massachusetts General Laws, is lessee of the land and the improvements thereon located at 67 Amherst Road – an approximately 22,504 square foot parcel with an approximately 8,500 square foot residential structure located in the Residence A-1 (“RA-1”) zoning district – in the Town of South Hadley (the “Premises”).

The proposed use of the Premises is to provide a consistently educational setting for up to twelve (12) international students, grades 7 – 12, whose participation in the educational offerings provided by the program is inextricably linked to their collaborative and simultaneous enrollment in a local, private, accredited institution (currently, the Harstbrook School).

SHE’s program of study includes mandatory educational activities, with each centralized at or generated from the Premises: the house serves as the fundamental and foundational educational aspect of the program, with students residing on Premises, being brought to the Hartsbrook School from the residence, and being monitored, aided, taught, and guided by the two live-in house-parents (one of which is a teacher at the Hartsbrook School); after school: a strict and collaborative curriculum occurs at the Premises, including mandatory classes taught by licensed professionals to ensure proficiency in English and satisfactory passage of the Test of English as a Foreign Language [TOEFL], supervised studies—in collaboration with current private school curriculum—and liberal artistic education, in the form of piano, drawing, African dance, or mixed martial arts; strict behavioral requirements of quiet hours are enforced, restrictions on electronics’ usage are implemented, and conversational English in a comfortable, non-judgmental setting is practiced; on weekends, the students will travel off-premises to college and university visits, museums, galleries, and other educational venues. It is important to note that dismissal from the Harstbrook School will result in immediate dismissal from the program and loss of occupancy at the Premises.

Simply, the goal to be accomplished at the Premises—the very essence of the program’s existence at the site—is the complete and comprehensive education of the participating students. But for the participants’ desire to be educated in English, in American culture, through American methods, in an American setting and in an effort to gain admission to American institutions of higher education, all in collaboration and partnership with a private institution, the program would not exist and the Premises would not be used as proposed.

## II. ANALYSIS

Educational uses are allowed in the RA-1 zoning district through Planning Board Site Plan Approval pursuant to M.G.L. c. 40A, §3,<sup>1</sup> (the “Dover Amendment”) and the Town of South Hadley Zoning Bylaws §§ 5(E) [use regulations] and 12 [Site Plan Review]. An application for such will be submitted within the coming weeks.

Massachusetts courts have construed the Dover Amendment on many occasions, ultimately articulating a conjunctively obligatory three-pronged test to determine whether the use of a property qualifies for its protection: (i) whether the use of the land and structures is by [in the instant case] a nonprofit educational corporation; (ii) whether the use of the land and structures has as its bona fide goal something that can reasonably be described as educationally significant; and, (iii) whether that educationally significant goal is the primary or dominant purpose for which the land or structures will be used. See Regis College v. Town of Weston, 462 Mass. 280, 281, 285 (2012); see also Gardner-Athol Area Mental Health Assoc. v. Zoning Board of Appeals of Gardner, 401 Mass 12 (1987); Whitinsville Retirement Soc. v. Northbridge 394 Mass. 757 (1985).

### A. South Hadley ESL, Inc. is a nonprofit educational corporation entitled to the protection of M.G.L. c. 40A, §3.

“ The proper test in deciding whether a nonprofit corporation is an educational one is whether its articles of organization permit it to engage in educational activities, a question easily answered by a review of the documents filed with the State.’ The court has required only that educational activities ‘be within the corporate purposes of the nonprofit corporation....” Metrowest YMCA, Inc. v. Town of Hopkinton, 14 LCR 378, 380 (Mass. Land Ct. 2006) (quoting Gardner-Athol, 401 Mass at 15-16).

A review of the South Hadley ESL, Inc. Articles of Organizations, attached as Exhibit A, clearly demonstrate SHE’s existence as a nonprofit educational corporation. Its explicit purpose is: “[T]o provide a safe, comfortable, closely supervised environment where international students can receive a high-quality education and training in the English language and American culture, as well as tutorial academic support.”

Notably, as M.G.L. c. 40A, §3 requires, the Premises is leased by South Hadley ESL, Inc. from the landowners; the directors and officers of the corporation are not the same as the landowners. A copy of the Lease is attached as Exhibit “B.” Rather, the landowners—save for one individual—are not formally associated with the nonprofit corporation. Therefore, the Town of

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<sup>1</sup> M.G.L. c. 40A, §3 provides, *inter alia*,

“[N]or shall any [zoning] ordinance or by-law prohibit, regulate or restrict the use of land or structures for religious purposes or for educational purposes on land owned or leased by the commonwealth or any of its agencies, subdivisions or bodies politic or by a religious sect or denomination, or by a nonprofit education corporation; provided, however, that such land or structures may be subject to reasonable regulations concerning the bulk and height of structures and determining the yard sizes, lot area, setbacks, open space, parking and building coverage requirements.” (emphasis added).

South Hadley (the “Town”) is still receiving local real estate tax income from the Premises as it is not exempt as a consequence of its ownership, as would be the case if the nonprofit educational corporation owned the premises (see M.G.L. c. 59, §5, ¶ 3).<sup>2</sup>

**B. *The goal of South Hadley ESL, Inc. is educationally significant, and furtherance of that goal is the primary purpose of the use at the Premises.***

The word “education” as employed in Massachusetts statutes and cases, “is a broad and comprehensive term. It has been defined as ‘the process of developing and training the powers and capabilities of human beings.’ To educate [...] is to prepare and fit for any calling or business, or for activity and usefulness in life.’ Education may be particularly directed to either the mental, moral, or physical powers and faculties, but in its broadest and best sense it relates to them all.”

Whitinsville Retirement Soc. 394 Mass at 759 (quoting Mount Hermon Boys’ School v. Gill, 145 Mass. 139, 146 (1887)).

As Massachusetts courts have determined, based upon the legislative intent to protect those peripheral, non-traditional educational and religious uses from municipal prohibition for their methods, “a proposed use of land or structures may have an educational purpose notwithstanding that it serves nontraditional communities of learners in a manner tailored to their individual needs and capabilities.” Regis at 285. In fact, the Regis court noted that the Massachusetts Supreme Judicial Court have concluded that the protections of the Dover Amendment have specifically applied to residential facilities which provide educational guidance, citing both Fitchburg Housing Auth. v. Board of Zoning Appeals of Fitchburg, 380 Mass. 869, 870 (1980), and Gardner-Athol supra.

However, “the housing or boarding of students is not of itself an educational process, any more than is the housing or boarding of any other class of human beings.” Phi Beta Epsilon Corp. v. Boston, 182 Mass. 457, 459 (1903). The Phi Beta court suggests that if the mere composition of a residential structure dispositively determined the predominant use, then a number of students—whether within the definition of a “family” under the Town’s Zoning Bylaw, or more akin to a lodging house or dormitory—could claim educational exemption to either (or both) municipal land use and taxing controls. That court concluded that such a determination could not occur simply from the constitution of the residential occupants. Rather, something more is needed.<sup>3</sup> See Regis 462 Mass at 288 (“it is well settled that purely residential and purely recreational projects are not

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<sup>2</sup> It should also be noted that the Town of South Hadley’s public school system will not be required to expend any resources for these students; the students’ residency in South Hadley is specifically and exclusively contingent on their continued enrollment in the Hartsbrook School. In fact, should the program not include such strictures, the Town would be required to provide those same academic courses that the program is providing privately. Given the Town’s focus and emphasis on quality education, it can surely appreciate the program’s goals.

<sup>3</sup> Such a factually specific inquiry, along with the non-determinative nature of a group’s constitution, serves to insulate the Town from a slippery slope or Pandora’s box. Understandably, the Town may be cautious in its approach out of fear that any number of students from a local school, college, or university could exceed the definition of “family,” or locate themselves inappropriately, and be exempt from zoning controls because of that educational affiliation. Both Phi Beta and the unique aspects of South Hadley ESL effectively prevent such an occurrence and should pacify any potential fear.

referred to in normal usage as ‘educational,’ notwithstanding that the residences may be quiet and conducive to study.”).

This is not to say, however, and the case law does not support the proposition, that a use must be entirely of one category (e.g. *purely* residential, educational, commercial), or that residential uses and educational uses are mutually exclusive. See Commissioner of Code Inspection v. Worcester Dynamy, Inc., 11 Mass. App. Ct. 97, 99 (1980) (hereinafter “Dynamy”) (“[t]he fact that interns reside at the facility does not negate its educational purpose”)(internal quotations excluded). See also generally Fitchburg; Gardner-Athol.

SHE’s program is not purely residential, it provides much more than a quiet, contemplative space for the students simply to sleep and study. Students have strict curricula that they must follow—both at the Hartsbrook School in order to maintain their residency at 67 Amherst Road, and also at the Premises: daily TOEFL classes, mandatory study times, and requirements of /encouragement in conversational English—with all instruction provided on a formal, structured, mandatory basis by trained, licensed professionals. See attached Structured Study Program and educator certification/licensure as Exhibit “C.”

Education is defined quite liberally by the courts of Massachusetts, so much so that it can be viewed as a continuum: on one end of this education spectrum are those uses in which the furtherance of educational goals is simply peripheral to a more primary purposes; on the other end of that spectrum are those uses in which furtherance of the educational goal is dominant. Massachusetts courts have set a theoretical stake in the spectrum to demarcate what rises to the level and qualifies as primary, and what falls short as only an element of education. Determining where a purportedly educational program is positioned on the continuum is a factually intensive inquiry, turning on a specific finding of facts, including those bearing on how a project would likely be operated. See Regis 462 Mass at 293.

On the one hand, the courts have found only an incidental aspect of educational use in, amongst others, Whitinsville, Regis, Metrowest YMCA (fitness and pool facility did not qualify as educational facility merely because it offered exercise-related classes, with the overwhelming majority of those who use the site receiving no instruction) and Aquarius Sanctuary Ctr. For Higher Learning & Healing v. Zoning Bd. of Appeals, 17 LCR 771 (Mass Land Ct. 2009) (alternative medicine clinic [Reiki] could not establish that it was educational merely because it offered alternative medicine workshops).

In Whitinsville, a nursing home facility was proposed, where elderly persons within the complex who are in good physical and mental condition would help others who are not so well off; the court determined that only an “element of education [existed...] provided not by a formal program or trained professionals, but only informally gleaned from the interplay among residents of the nursing home community.” See Whitinsville 394 Mass at 758, 761.

In Regis, Regis College proposed “Regis East” – a sprawling complex to be used for residential and nonresidential purposes, including dining, meetings and events, fitness activities, healthcare and recreation, where the elderly residents (with an average age of 75 and an entrance fee of near \$1 million) would be required to enroll in two academic courses per semester (though its practical implementation was questioned). The Court accepted its goal as educationally significant (promoting the cognitive and physical well being of elderly persons), but echoed the zoning board’s

consideration in that the “educational aspects of Regis East are so amorphous, flexible and vague as to suggest they are mere window dressing for what is essentially a luxury residential complex.” Regis, 462 Mass. at 288.

On the other hand, contrastingly, in Fitchburg, the use of the premises was focused on educating formerly institutionalized participants in vocational and religious subject matters for short, definite period of time, by trained professionals, with the intention that they will emerge as more productive and useful members of society; “[t]he fact that the facility will provide residential accommodations does not interfere with its educational use.” See Fitchburg, 380 Mass at 874. Similarly, in Gardner-Athol, a single family dwelling was leased for use as a residential care facility for four adults with mental disabilities, where the participants would be taught daily living and vocational skills, with the goal of preparing them for more independent living. The Court deemed this use as an educational use exempt from municipal control. See Gardner-Athol, 401 Mass. at 14. Both cases involve residential educational facilities determined to be exempt from municipal zoning control.

In Dynamy, a nonprofit corporation organized exclusively for educational purposes with a primary goal of accelerating the process of maturing in young adults provided residential living arrangements to its interns. The residential portion of the program is considered by the Dynamy director (as it is with South Hadley ESL) to be central to its educational goals. Dynamy has arrangement with a number of educational institutions whereby its interns are given credit for participation in the program. The trial judge concluded that the use of the premises was residential in nature and subject to local zoning use regulation; this conclusion was explicitly rejected by the Massachusetts Appeals Court: “Dynamy’s program, including its residential component, falls clearly within the definition of education [...] [S]uch views are consistent with the English and American tradition of higher education, where residential living is deemed an integral part of the learning experience.” Dynamy, 11 Mass. App. Ct. at 99.

South Hadley ESL would not exist at the Premises but for its furtherance of the goals of educating its international students. Simply because a residential aspect of the overall educational program occurs at 67 Amherst Road does not then cause the use to become residential; rather, that residential portion is educational. South Hadley ESL has identified a limited number of students to participate, have implemented strict academic requirements, a structured study program to be led by certified and licensed professionals, with a finite end (to wit: graduation from the Hartsbrook School and matriculation in an American College or University), and work collaboratively with the Harstbrook School. (See Exhibit “D” – Letter from Hartsbrook School). Holistically, and in the aggregate, the use of the Premises—inclusive of its subordinate residential aspect—is primarily educational.

Given the well-settled law in the Commonwealth of Massachusetts, South Hadley ESL, Inc.’s goal of educating international students in English, in American culture, with unique and traditional American educational pedagogy, falls within this broad and comprehensive term “education” and is, consequently, educationally significant. The means to effectuate that purpose is the primary use of the Premises; the court does not consider its own conceptions of expediency in attaining that goal.<sup>4</sup>

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<sup>4</sup> The legislative purpose of the Dover Amendment is clear: to prevent municipal and governmental discrimination against bona fide educational and religious uses. It would be contrary to that purpose should the Town seek to

It is not that SHE is providing a non-traditional education; rather, it is providing a non-traditional means of attaining a traditional education. The students involved in the program are all, exclusively, international students (from China and Taiwan). These students have come to the United States, to 67 Amherst Road in South Hadley, specifically for the purposes of education. Education occurs on the Premises, and is facilitated by the use of the Premises, at every waking moment. Whether it is teaching the students the strict curricular requirements of the TOEFL exam, providing additional or collaborative instruction in partnership with the Hartsbrook School, allowing the students a safe, comfortable environment from which to branch out into the classroom and community, instilling the values of responsibility, punctuality, accountability, diligence, and patience, or aiding the students in the college application process, and encouraging the students to participate in English conversations without the fear or judgment of mistake, the Premises is an educational facility. See attached marketing material at Exhibit "E."

### CONCLUSION

67 Amherst Road in South Hadley is not purely a residence; it is a place where foreign students are rigorously educated in English as a second language, are required to participate daily in mandatory tutorial exercises based upon their individual proficiency, grade level, with such to be synchronized with the Hartsbrook School (an institution where the international students must remain enrolled, or face immediate dismissal from South Hadley ESL), and where these students are to learn, develop, and grow as human beings, with the ultimate goal of matriculation in an American college or university, at which time that student's participation in the program will cease. Consequently, the use and program of South Hadley ESL, Inc. should continue in the RA-1 zoning district as the Town may not restrict or prohibit such an educational use.

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discriminate against South Hadley ESL under the guise of determining that the educational component is not "primary," especially where these students are to be rigorously educated in English as a second language, along with instruction in other skills necessary to succeed in American junior and senior high schools and, eventually American colleges and universities.



**The Commonwealth of Massachusetts  
William Francis Galvin**

Minimum Fee: \$35.00

Secretary of the Commonwealth, Corporations Division  
One Ashburton Place, 17th floor  
Boston, MA 02108-1512  
Telephone: (617) 727-9640

**Articles of Organization**  
(General Laws, Chapter 180)

**Federal Employer Identification Number:** 001147219 (must be 9 digits)

**ARTICLE I**

The exact name of the corporation is:

SOUTH HADLEY ESL, INC.

**ARTICLE II**

The purpose of the corporation is to engage in the following business activities:

THE NATURE OF THE ACTIVITIES TO BE CONDUCTED AND THE PURPOSES TO BE PROMOTED OR CARRIED OUT BY THE CORPORATION SHALL BE EXCLUSIVELY CHARITABLE, SCIENTIFIC AND EDUCATIONAL WITHIN THE MEANING OF SECTION 501 (C) (3) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, AND TO A PUBLIC CHARITY UNDER SECTIONS 509 (A) (1) AND 509 (A) (2), WHICHEVER IS APPLICABLE, AS MAY BE AMENDED FROM TIME TO TIME AND SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING: A. TO PROVIDE A SAFE, COMFORTABLE, CLOSELY SUPERVISED ENVIRONMENT WHERE INTERNATIONAL STUDENTS CAN RECEIVE A HIGH-QUALITY EDUCATION AND TRAINING IN THE ENGLISH LANGUAGE AND AMERICAN CULTURE, AS WELL AS TUTORIAL ACADEMIC SUPPORT. B. TO SOLICIT AND RECEIVE CONTRIBUTIONS, GRANTS, DONATIONS, GIFTS, BEQUESTS, DEVISES AND OTHER SOURCES OF FUNDING TO PROMOTE THE PURPOSES OF THIS CORPORATION. C. TO ACCEPT, HOLD, INVEST, REINVEST, ADMINISTER ANY CONTRIBUTIONS, GRANTS, DONATIONS, GIFTS, BEQUESTS AND DEVISES RECEIVED FOR SAID PURPOSES. D. TO ENTER INTO AGREEMENTS AND ARRANGEMENTS WITH SUCH OTHER CHARITABLE ORGANIZATIONS OR GROUPS AS THE CORPORATION SHALL DETERMINE, TO CARRY OUT ANY OF THE AFORESAID PURPOSES OF THE CORPORATION. E. TO MAKE DISTRIBUTIONS TO ORGANIZATIONS THAT CARRY OUT THE PURPOSES ABOVE SHOULD THEY QUALIFY AS PUBLIC CHARITIES AND TAX EXEMPT ORGANIZATIONS UNDER THE INTERNAL REVENUE CODE. F. MEETINGS OF THE MEMBERS MAY BE HELD ANYWHERE IN THE UNITED STATES. IN GENERAL, TO CARRY ON ALL ACTIVITIES IN CONNECTION WITH ANY OF THE FOREGOING PURPOSES, TO HAVE AND EXERCISE ALL OF THE POWERS CONFERRED UPON NON-PROFIT CORPORATIONS UNDER CHAPTER 180 OF THE GENERAL LAWS OF THE COMMONWEALTH OF MASSACHUSETTS, ALL TO THE EXTENT NOT INCONSISTENT WITH ANY REQUIREMENTS CONTAINED IN SECTION 501 (C) (3) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, AND THE REGULATIONS PROMULGATED THEREUNDER, AND NOT INCONSISTENT WITH ANY OTHER PROVISIONS OF THE ARTICLES OF ORGANIZATION.

**ARTICLE III**

A corporation may have one or more classes of members. If it does, the designation of such classes, the manner of election or appointments, the duration of membership and the qualifications and rights, including voting rights, of the members of each class, may be set forth in the by-laws of the corporation or may be set forth below:

NONE

#### ARTICLE IV

Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or members, or of any class of members, are as follows:

*(If there are no provisions state "NONE")*

NO PART OF THE NET EARNINGS OF THE CORPORATION SHALL INURE TO THE BENEFIT OF, OR BE DISTRIBUTABLE TO ITS VOLUNTEERS, OFFICERS OR OTHER PRIVATE PERSONS, EXCEPT THAT THE CORPORATION SHALL BE AUTHORIZED AND EMPOWERED TO PAY REASONABLE COMPENSATION FOR SERVICES RENDERED AND TO MAKE PAYMENTS AND DISTRIBUTIONS IN FURTHERANCE OF THE PURPOSES AS FOLLOWS: SAID CORPORATION IS ORGANIZED EXCLUSIVELY FOR CHARITABLE AND EDUCATIONAL PURPOSES, INCLUDING FOR SUCH PURPOSES THE MAKING OF DISTRIBUTIONS TO ORGANIZATIONS THAT QUALIFY AS EXEMPT ORGANIZATIONS UNDER SECTION 501C (3) OF THE INTERNAL REVENUE CODE, OR THE CORRESPONDING SECTION OF ANY FUTURE FEDERAL TAX CODES. NO SUBSTANTIAL PART OF THE ACTIVITIES OF THE CORPORATION SHALL BE THE CARRYING ON OF PROPAGANDA, OR OTHERWISE ATTEMPTING TO INFLUENCE LEGISLATION, AND THE CORPORATION SHALL NOT PARTICIPATE IN OR INTERVENE IN (INCLUDING THE PUBLISHING OR DISTRIBUTION OF STATEMENTS) ANY POLITICAL CAMPAIGN ON BEHALF OF OR IN OPPOSITION TO ANY CANDIDATE FOR PUBLIC OFFICE. NOTWITHSTANDING ANY OTHER PROVISION OF THESE ARTICLES, THE CORPORATION SHALL NOT TO ANY SUBSTANTIAL DEGREE, ENGAGE IN ANY ACTIVITIES OR EXERCISE ANY POWERS THAT ARE NOT IN FURTHERANCE OF THE PURPOSES OF THIS CORPORATION. UPON THE DISSOLUTION OF THE CORPORATION, ASSETS SHALL BE DISTRIBUTED FOR ONE OR MORE EXEMPT PURPOSES WITHIN THE MEANING OF SECTION 501C (3) OF THE INTERNAL REVENUE CODE, OR THE CORRESPONDING SECTION OF ANY FUTURE FEDERAL TAX CODE, OR SHALL BE DISTRIBUTED TO THE FEDERAL GOVERNMENT, OR TO A STATE OR LOCAL GOVERNMENT, FOR A PUBLIC PURPOSE. ANY SUCH ASSETS NOT SO DISPOSED OF SHALL BE DISPOSED OF BY A COURT OF COMPETENT JURISDICTION OF THE COUNTY IN WHICH THE PRINCIPAL OFFICE OF THE CORPORATION IS THEN LOCATED, EXCLUSIVELY FOR SUCH PURPOSES OR TO SUCH ORGANIZATION OR ORGANIZATIONS, AS SAID COURT SHALL DETERMINE. OFFICERS AND DIRECTORS OF THE CORPORATION SHALL NOT BE PERSONALLY LIABLE TO THE CORPORATION OR ITS MEMBERS FOR MONETARY DAMAGES FOR BREACH OF FIDUCIARY DUTY AS AN OFFICER OR DIRECTOR, NOTWITHSTANDING ANY PROVISION OF THE LAW IMPOSING SUCH LIABILITY.

*Notes: The preceding four (4) articles are considered to be permanent and may only be changed by filing appropriate Articles of Amendment.*

#### ARTICLE V

The by-laws of the corporation have been duly adopted and the initial directors, president, treasurer and clerk or other presiding, financial or recording officers, whose names are set out on the following page, have been duly elected.

#### ARTICLE VI

The effective date of organization of the corporation shall be the date approved and filed by the Secretary of the Commonwealth. If a *later* effective date is desired, specify such date which shall not be more than *thirty* days after the date of filing.

#### ARTICLE VII

The information contained in Article VII is not a permanent part of the Articles of Organization.

a. The street address (post office boxes are not acceptable) of the principal office of the corporation in Massachusetts is:

No. and Street: 67 AMHERST ROAD  
 City or Town: SOUTH HADLEY State: MA Zip: 01075 Country: USA

b. The name, residential street address and post office address of each director and officer of the corporation is as follows:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code	Expiration of Term
PRESIDENT	YI HUI SUN	67 AMHERST ROAD SOUTH HADLEY, MA 01075 USA 67 AMHERST ROAD SOUTH HADLEY, MA 01075 USA	Until Successor is Elected
TREASURER	HAO Z. WANG	67 AMHERST ROAD SOUTH HADLEY, MA 01075 USA 67 AMHERST ROAD SOUTH HADLEY, MA 01075 USA	Until Successor is Elected
CLERK	WEI FENG	67 AMHERST ROAD SOUTH HADLEY, MA 01075 USA 67 AMHERST ROAD SOUTH HADLEY, MA 01075 USA	Until Successor is Elected
DIRECTOR	WEI FENG	67 AMHERST ROAD SOUTH HADLEY, MA 01075 USA 67 AMHERST ROAD SOUTH HADLEY, MA 01075 USA	Until Successor is Elected
DIRECTOR	HAO Z. WANG	67 AMHERST ROAD SOUTH HADLEY, MA 01075 USA 67 AMHERST ROAD SOUTH HADLEY, MA 01075 USA	Until Successor is Elected
DIRECTOR	YI HUI SUN	67 AMHERST ROAD SOUTH HADLEY, MA 01075 USA 67 AMHERST ROAD SOUTH HADLEY, MA 01075 USA	Until Successor is Elected

c. The fiscal year (i.e., tax year) of the business entity shall end on the last day of the month of:  
 December

d. The name and business address of the resident agent, if any, of the business entity is:

Name: HAO Z. WANG  
 No. and Street: 67 AMHERST ROAD  
 City or Town: SOUTH HADLEY State: MA Zip: 01075 Country: USA

I/We, the below signed incorporator(s), do hereby certify under the pains and penalties of perjury that I/we have not been convicted of any crimes relating to alcohol or gaming within the past ten years. I/We do hereby further certify that to the best of my/our knowledge the above-named officers have not been similarly convicted. If so convicted, explain:  
HAO Z. WANG, 67 AMHERST ROAD, SOUTH HADLEY, MA 01075

IN WITNESS WHEREOF AND UNDER THE PAINS AND PENALTIES OF PERJURY, I/we, whose signature(s) appear below as incorporator(s) and whose name(s) and business or residential address (es) beneath each signature do hereby associate with the intention of forming this business entity under the provisions of General Law, Chapter 180 and do hereby sign these Articles of Organization as incorporator(s) this 18 Day of September, 2014. (If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the

*name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)*

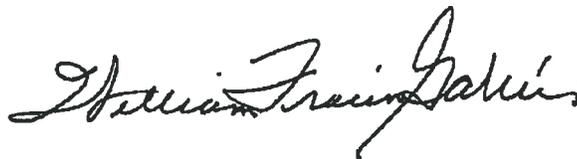
HAO Z. WANG, 67 AMHERST ROAD, SOUTH HADLEY, MA 01075

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THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

September 18, 2014 10:37 AM

A handwritten signature in cursive script, reading "William Francis Galvin".

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

## COMMERCIAL LEASE

THIS COMMERCIAL LEASE (the "LEASE") is made this 23<sup>rd</sup> day of September, 2014 by and between **Wang Zhen Hua** and **Cai Cai Hua**, individuals with an address of 327A Yuyao, Room 501, Shanghai, China, and **Hao Zhe Wang**, an individual with an address of 327A Yuyao, Room 501, Shanghai, China (hereinafter referred to collectively as "LANDLORD") and **SOUTH HADLEY ESL, Inc.**, a Massachusetts non-profit educational corporation with a principal place of business at 67 Amherst Road, South Hadley, Hampshire County, Massachusetts (hereinafter referred to as the "TENANT").

The LANDLORD and TENANT agree as follows:

1. **LEASED PREMISES:** The LANDLORD hereby leases to TENANT for the term and upon the conditions provided in this LEASE the property, consisting of land and buildings, known and designated as 67 Amherst Road, South Hadley, Hampshire County, Massachusetts, said space being hereinafter called the "Leased Premises."

2. **TERM OF LEASE:** The original term of this LEASE shall be for one (1) year, commencing on September 1, 2014, and expiring on August 31, 2015 (hereinafter referred to as the "Term")

The LEASE may be extended upon the mutual agreement between the parties.

3. **RENT:** The sum of Thirty Three Thousand Six Hundred Dollars (\$33,600.00), payable in advance in equal monthly installments of Two Thousand Eight Hundred Dollars (\$2,800.00) commencing on September 1, 2014, and continuing on the 1<sup>st</sup> day of each and every month thereafter through the end of this LEASE. Such payments are to be without any prior demand therefore and without any deductions or setoff whatsoever.

In the event that this LEASE commences on the day other than the first of the month, the rent for the initial fractional month shall be prorated so that the rental payments thereafter shall be due and payable on the first day of each succeeding month.

4. **ADDITIONAL RENT:** This Lease is intended to be a "Triple Net Lease." Accordingly, the TENANT agrees to pay, as additional rent to the LANDLORD, a sum, prorated in accordance with the term of this Lease, the sum equivalent to:

a) the annual real estate taxes, assessments, water rates, water charges, sewer charges, and other impositions generally or specifically imposed at any time during the term or any extension of this Lease, upon the Building; and,

b) The annual cost of LANDLORD'S insurance covering the Building against loss or damage by fire or other casualty and such other hazards and risks and in such amounts, and such other coverage and types of insurance as the LANDLORD may reasonably determine; and

c) The LANDLORD'S annual cost of the maintenance, including but not limited

to landscaping, snow and ice removal, parking area cleaning, restriping, repainting, and repaving, liability insurance, policing, lighting, refuse disposal, cost of illumination and maintenance of signs, utilities, personal property taxes, supplies, repairs, maintenance and replacement of mechanical systems, all costs and expenses of enforcing the rules and regulations established by the LANDLORD for the Building, and any other reasonable and necessary expenses customary for a Building which are incurred to maintain the common areas of the Building.

5. **UTILITIES:** The LANDLORD shall be solely responsible for obtaining any and all utilities as necessary to serve the Leased Premises, and agrees to pay when due all charges for utilities or services used by the TENANT, with such utilities to be paid to the LANDLORD as additional rent.

6. **COMMON FACILITIES:** The LANDLORD shall be solely responsible for any and all landscaping, snow removal, and maintenance of the parking facilities of the Leased Premises.

7. **TENANT'S MAINTENANCE AND REPAIRS:** The TENANT agrees that the Premises shall be delivered to the TENANT "AS IS" and without any warranty or representation except as expressly stated hereunder. The TENANT shall deliver up the Leased Premises at the end of the term of this Lease in the same condition as at the commencement of this Lease, reasonable wear and tear excepted. The TENANT covenants and agrees to keep and maintain in good order, condition and repair the Leased Premises and every part thereof, including all mechanical systems, accomplishing any and all such repairs at its own expense and using materials and labor of kind and quality equal to the original work; provided, however, that to the extent that any particular system or building is not in good repair at the commencement of the Term, any repairs performed by TENANT shall be credited as a reduction to the Rent or may be setoff against any other funds due and owing to LANDLORD. Such repairs must be agreed upon by the LANDLORD prior to any such work being commenced.

If TENANT has failed to commence any repairs required to be made by TENANT hereunder within ten (10) days after written notice from LANDLORD, and to proceed with due diligence to complete such work then LANDLORD may, at its option, after two (2) days notice to TENANT, or less notice in case of an emergency, make such repairs without liability to TENANT for any loss or damage which may result to its business by reason of such repairs, TENANT shall pay to LANDLORD, as additional rent, the reasonable costs incurred or paid by LANDLORD in making such repairs within thirty (30) days of receipt of a bill for such work.

The LANDLORD covenants and agrees to keep and maintain in good order, condition and repair the roof, structural walls, foundation, and common areas of the building in which the Leased Premises are a part.

8. **INDEMNITY AND LIABILITY INSURANCE:** The TENANT agrees that unless caused by the negligence of the LANDLORD, it will (i) indemnify the LANDLORD against any injury, loss, claim or damage to any person or property while on the Leased Premises; (ii) indemnify the LANDLORD against any injury, loss, claim or damage to any person or property, wherever located, if caused by the negligence of the TENANT; and (iii) without limiting the generality of the foregoing, specifically will not make any claim against the LANDLORD based on the leakage of water, gas or any other substance from any pipes, sprinklers or equipment or by reason of the existence, use or misuse of water or of plumbing, heating, electrical, gas or other fixtures or equipment, unless due to the negligence of the LANDLORD.

TENANT shall maintain with respect to the Leased Premises, throughout the term of this LEASE, a comprehensive general and public liability insurance policy in an amount of not less than ONE MILLION (\$1,000,000.00) DOLLARS and property damage insurance in an amount not less

than ONE HUNDRED THOUSAND (\$100,000.00) DOLLARS, with an insurance company or companies licensed to do business in Massachusetts. Such policy or policies shall be in such form and with such insurance companies as shall be reasonably satisfactory to LANDLORD and in which both LANDLORD and TENANT shall be named as insureds and with a provision for at least ten (10) days notice to LANDLORD of cancellation. At least ten (10) days before the expiration of any such policy TENANT shall supply LANDLORD with a substitute therefor with evidence of payment of the premiums thereof. If such premiums shall not be so paid and/or the policies therefor shall not be so delivered, then LANDLORD may procure and/or pay for the same and the amounts so paid by LANDLORD, with interest thereon at the rate of fifteen (15%) percent per annum from time of payment, shall be added to the installment of monthly rent becoming due on the first of the next succeeding month and shall be collected as an additional charge.

9. **COMPLIANCE WITH LAW:** The TENANT agrees at its own expense to comply with all state and federal statutes, municipal regulations, and all regulations and orders of any public authority with regard to the use and occupancy of the premises.

10. **ASSIGNMENT AND SUBLEASE:** The TENANT may assign this LEASE, may make any sublease for the whole or any part of the Leased Premises, and may allow any other person to occupy or use any part of the Leased Premises provided that in doing so such assignment, sublease or occupancy is in furtherance of (and not in contradiction to) the TENANT'S educational purpose.

11. **SIGNS, AWNINGS AND CANOPIES:** The TENANT shall not place any signs, lettering, awning or canopy on or about the Leased Premises without, in each instance, obtaining the prior written consent of the LANDLORD, such consent not to be unreasonably withheld. The TENANT shall pay for the expense of installing standard signage and shall comply with local building codes and zoning bylaws.

12. **ALTERATIONS AND ADDITIONS:** The TENANT shall not make any alterations or additions to the Leased Premises without, in each instance, obtaining the prior written consent of the LANDLORD, such consent not to be unreasonably withheld.

13. **TAKING BY EMINENT DOMAIN:**

(a) If the whole of the Leased Premises shall be taken for any public or any quasi-public use under any statute or by right of eminent domain, or by private purchase in lieu thereof, then this LEASE shall automatically terminate as of the date that title shall be taken. If any part of the Leased Premises shall be so taken as to render the remainder thereof unusable for the purposes for which the Leased Premises was leased, then the LANDLORD and the TENANT shall each have the right to terminate this LEASE on thirty (30) days' notice to the other given within ninety (90) days after the date of such taking. In the event that this LEASE shall terminate or be terminated, the rental shall, if and as necessary, be equitably adjusted.

(b) If any part of the Leased Premises shall be so taken and this LEASE shall not terminate or be terminated under the provisions of subparagraph (a) hereof, then the minimum rental shall be equitably apportioned according to the space so taken, and the LANDLORD shall, at its own cost and expense, restore the remaining portion of the Leased Premises to the extent necessary to render it reasonably suitable for the purposes for which it was leased, and shall make all repairs to the building in which the Leased Premises is located to the extent necessary to constitute the building a complete architectural unit, provided that such work shall not exceed the scope of the work required to be done by the LANDLORD in originally constructing such building and the cost thereof shall not

exceed the proceeds of its condemnation award.

(c) All compensation awarded or paid upon such a total or partial taking of the Leased Premises shall belong to and be the property of the LANDLORD without any participation by the TENANT; provided, however, that nothing contained herein shall be construed to preclude the TENANT from prosecuting any claim directly against the condemning authority in such condemnation proceedings for loss of business, or depreciation to damage to, or cost of removal of, or for the value of stock, trade fixtures, furniture, and other personal property belonging to the TENANT; provided, however, that no such claim shall diminish or otherwise adversely affect the LANDLORD'S award or the award of any fee mortgagee.

14. **DAMAGE BY FIRE:** If the Leased Premises are destroyed or damaged by fire or other casualty so as to make the Leased Premises untenable in whole or part, the minimum rent and additional rent shall be abated according to the nature and extent of the damage until the Leased Premises have been restored by the LANDLORD at its expense, but the LANDLORD shall not be required to expend in such restoration any amount in excess of the insurance proceeds received in respect to such damage. In lieu of such restoration, the LANDLORD may elect to terminate this LEASE, provided the election is made by notice of termination in writing given within sixty (60) days of the occurrence of the fire or other casualty. If the LANDLORD does not elect to terminate this LEASE within such sixty (60) day period then the LANDLORD shall complete the restoration within three (3) months after the end of such sixty (60) day period, provided that the LANDLORD shall not be liable for failure to complete restoration by the expiration of the three (3) month period if such failure is due to strike, lockout, war, government controls, shortages of materials or labor or other causes beyond the control of the LANDLORD.

15. **ACCESS BY LANDLORD:** The LANDLORD shall have the right to enter the premises at reasonable times and with proper notification for the purposes of inspection, of making such repairs as the LANDLORD may be obligated to make or may deem necessary, of showing the premises to prospective purchasers or of curing any default of the TENANT.

16. **MORTGAGES:** Upon request of LANDLORD, TENANT shall subordinate this Lease to any mortgage now or hereafter placed upon LANDLORD'S interest in the Leased Premises and TENANT shall execute and deliver, upon demand, such further instruments subordinating this Lease to the lien of any such mortgage.

The LANDLORD will use its best efforts to obtain a Subordination and Non-Disturbance Agreement from the LANDLORD's lender.

17. **TERMINATION:** The TENANT shall on the expiration or the sooner termination of the LEASE term, surrender to the LANDLORD the Leased Premises, including all buildings, replacements, changes, additions, and improvements constructed or placed by the TENANT thereon, with all built-in equipment in or appurtenant thereto, except all movable trade fixtures, (not including built-in equipment) installed by the tenant, broom clean, free of subtenancies, and in good condition and repair, reasonable wear and tear excepted. Any trade fixtures or personal property belonging to the tenant or to any subtenant, if not removed at such termination and if the LANDLORD shall so elect, shall be deemed abandoned and become the property of the LANDLORD without any payment or offset therefor. If the LANDLORD shall not so elect, the LANDLORD may remove such fixtures or property from the leased property and store them at the TENANT's risk and expense. The TENANT shall repair and restore, save the LANDLORD harmless from, all damage to the leased property caused by such removal, whether by the TENANT or by the

LANDLORD.

18. **HOLDING OVER:** In the event TENANT remains in possession of the Leased Premises after expiration of this Lease, and without the execution of a new lease, TENANT shall be deemed to be occupying the Leased Premises as a tenant from month to month subject to all the provisions, conditions and obligations of this Lease in so far as the same can be applicable to the month to month tenancy.

19. **DEFAULT:** If the TENANT shall make default in payment of the rent reserved hereunder, or if default shall be made by the TENANT in any of the other covenants and agreements herein contained to be kept and fulfilled on the part of the TENANT for a period of ten (10) days after written notice of such default is given by the LANDLORD to the TENANT, without action by the TENANT to remedy such default and continuance of such action to remedy such default to conclusion with reasonable diligence, or if the TENANT shall abandon or vacate the premises or shall cease to carry on its usual business for a period of thirty (30) days, or if the TENANT shall be declared insolvent or adjudicated a bankrupt, or if the TENANT shall seek relief by the filing of a petition for an arrangement under Chapter VII, XI, XII, XIII or any other Chapter of the Federal Bankruptcy Act, or if a receiver shall be appointed for its business or its assets, and the appointment of such receiver is not vacated within thirty (30) days after such appointment, or if it shall make an assignment for the benefit of creditors, or if the TENANT'S interest herein shall be sold under execution, then and forthwith thereafter, the LANDLORD shall have the right, at its option and without prejudice to its rights hereunder, to terminate this LEASE and to re-enter and take possession of said Leased Premises, without such re-entry working a forfeiture of the rents to become due hereunder, and to expel, remove and put out the TENANT and all persons occupying the Leased Premises using either summary process or by a suitable action of proceeding at law or in equity, without being liable for any damages, and to repossess and enjoy the Leased Premises as before this LEASE without prejudice to any other remedy which might otherwise be used to recover the rent hereunder, or for breaches of covenants contained herein. That subsequent to such defaults by the TENANT and repossession of the Leased Premises by the LANDLORD, the LANDLORD may elect to re-lease the premises on such terms and conditions and for such duration of time as the LANDLORD may reasonably determine, and receive the rent therefor, applying the same to the payment of the rent due by the presents, including the reasonable expenses of re-rental, such as advertising, rental commissions, and reserves, and, if the full rental herein provided shall not be realized by the LANDLORD over and above such expenses of re-letting, the TENANT shall promptly pay any such deficiency, and at all events shall remain liable for failure to comply with all the other terms, covenants, and conditions of this LEASE. In addition thereto, on behalf of any of the events hereinabove referred to, the LANDLORD may, at its option, declare immediately due and payable, all the remaining installments of rent herein provided for, and such amount for the residue of the term shall be construed as liquidated damages, and shall constitute a debt provable in bankruptcy and receivership. If default be made in the payment of the rent herein reserved or any part thereof, or in any of the covenants or agreements contained in this LEASE to be kept by the TENANT, the LANDLORD shall have in addition to the rights and revenues of the LANDLORD enumerated in this LEASE (which shall be cumulative) such other rights and remedies which may be allowed by law or in equity. If after default in payment of rent or violation of any other provision of this LEASE, or upon the expiration of this LEASE, the TENANT moves out or is dispossessed and fails to remove any trade fixtures or other property prior to such said default, removal, expiration of LEASE, or prior to the issuance of the final order or execution of the warrant, then and in that event, the said fixtures and property shall be deemed abandoned by the said TENANT and shall become the property of the LANDLORD.

In the event of default by the LANDLORD or the TENANT, the defaulting party will pay the reasonable attorneys' fees paid or incurred by the other for enforcing the terms, provisions, covenants, conditions and agreements or any of them herein contained. This shall include reasonable attorneys' fees incurred in proceedings to collect rent or to evict the TENANT.

20. **LATE CHARGE:** If any installment of rent or additional rent is not paid within ten (10) days of the due date, TENANT shall pay a late charge of Fifty (\$50.00) Dollars, said amount to be paid as additional rent.

21. **NOTICES:** Notices in every case where under the provisions of this Lease shall be necessary or desirable for the LANDLORD or TENANT to give to or serve upon the LANDLORD or TENANT any notice or demand, it shall be sufficient to send a written or printed copy of said notice or demand by certified or registered mail, postage prepaid, addressed to the other party at the following addresses or at such addresses as may hereafter be furnished:

**LANDLORD:**           **Wang Zhen Hua**  
                              **Cai Cai Hua**  
                              **Hao Zhe Wang**  
                              c/o P.O. Box 1838  
                              Westfield, MA 01086

**TENANT:**               **SOUTH HADLEY ESL, Inc.**  
                              67 Amherst Road  
                              South Hadley, MA 01075

22. **QUIET ENJOYMENT:** The TENANT, paying the rent and performing all the TENANT'S covenants, terms and conditions, may peacefully hold and enjoy said premises during the term hereof without any hindrance by the LANDLORD or any person claiming by, through or under it.

23. **EXCUSE OF LANDLORD'S PERFORMANCE:** Any thing in this agreement to the contrary notwithstanding, providing such cause is not due to the willful act or neglect of the LANDLORD, the LANDLORD shall not be deemed in default with respect to the performance of any of the terms, covenants and conditions of this Lease if same shall be due to any strike, lockout, civil commotion, war-like operations, invasion, rebellion, hostilities, military usurpation of power, sabotage, governmental regulations or controls, inability to obtain any material, service or financing, through act of God or other cause beyond the control of the LANDLORD.

24. **USE OF PREMISES:** TENANT covenants and agrees that the Leased Premises will be used primarily for educational purposes, including educational instruction in the English language and American culture and the residential habitation of students and house-parents, and for no other purpose without the prior written consent of the LANDLORD.

25. The TENANT agrees to comply with any requirements under notice from any of the constituted public authorities and save the LANDLORD harmless from penalties, fines, costs or damages resulting from failure so to do.

26. Waiver of any breach hereof or indulgence as to the payment of any installment of rent at any time, or from time to time, shall not be construed to be a waiver of any subsequent breach or imply any future indulgence.

27. The submission of this Lease for examination does not constitute a reservation of or option for the Leased Premises and this Lease becomes effective as a Lease only upon the execution and delivery thereof by LANDLORD and TENANT.

**IN WITNESS WHEREOF** the parties have executed this LEASE under the day and year first above written.

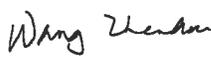
Signed in the presence of:

  
\_\_\_\_\_  
Ken Sam

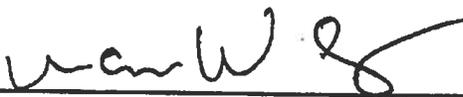
  
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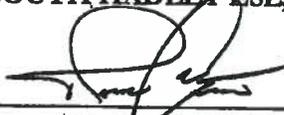
  
\_\_\_\_\_  
Ken Sam

  
\_\_\_\_\_  
WANG ZHEN HUA, LANDLORD

CAI CAI HUA  
\_\_\_\_\_  
CAI CAI HUA, LANDLORD

  
\_\_\_\_\_  
HAO ZHE WANG, LANDLORD

TENANT  
SOUTH HADLEY-ESL, Inc.

  
\_\_\_\_\_  
BY: Yi Hui Sun  
ITS: President

**SOUTH HADLEY ESL**

67 AMHERST ROAD • SOUTH HADLEY, MA

**EDUCATIONAL CURRICULUM**

---

**STRUCTURED STUDY PROGRAM**

1. ENGLISH FOR TOEFL
  - a. Wednesdays: 4 – 6 p.m.
  - b. Saturdays: 8:30 a.m. to 12:30 p.m.
  - c. Compulsory for all students

Instructor: Daniel Jacob (resume attached)

2. EVENING SUPERVISED STUDIES AND TUTORIAL
  - a. Monday through Friday: 7 P.M. – 9 P.M.
  - b. Compulsory for all students

Instructor: Naomi Henderson (resume attached)

3. PIANO
  - a. Weekends, varying times
  - b. optional

Instructor: Tim Ballan

4. DRAWING / OR/ AFRICAN DANCE
  - a. Sundays: 4 – 5 p.m.
  - b. Optional

Instructor: Zoe Weizenbaum (Wikipedia profile attached)

5. MIXED MARTIAL ARTS
  - a. Sundays: 7:30 – 8:30 a.m.
  - b. Optional

Instructor: Donald Francis

## EXTRACURRICULAR ACTIVITIES

### COLLEGE ADMISSIONS TOURS:

In addition to structured studies at home, South Hadley ESL also brings students to visit American universities and colleges, lead by Naomi Henderson.

The following universities and colleges visits have been arranged to date:

1. ST. JOHN'S UNIVERSITY • NEW YORK

Contact: Amy E. Arcario  
Assistant Director of International Admissions  
Office of Undergraduate Admissions

2. CONCORDIA COLLEGE • NEW YORK

Contact: Claire Zhou  
Director of International Programs & Services

3. WASHINGTON COLLEGE • MARYLAND

Contact: Tony Littlefield  
Associate Director of Transfer & International Students

### EDUCATIONAL FIELD TRIPS:

Students routinely participate in educational field trips.

AS AN EXAMPLE:

THURSDAY, SEPTEMBER 25:

Report to Amherst College Admissions office at 1pm, a 1 hour tour has been arranged for our 8 students. Contact: Will

2pm: info session at the admissions office so that students can find out more about Amherst College and its entry requirement.

We expect this to finish around 3pm.

Students can tour around the city of Amherst.

At 4:30, they can attend a lecture at UMass Amherst, in order to get a flavor of the university lecture:

Goodell Hall, Room: Bernie Dallas Room

UMass Amherst Campus

Lecture: Undocumented Migration to the U.S.: Origins, Consequences, Remedies  
<http://www.umass.edu/events/lecture-undocumented-migration-us-origins>

If they are interested, they can stay there to have pizza and join an  
info session at 6pm:

<http://www.umass.edu/events/city-year-information-session-pizza>

**Contact Information:**

Daniel G. Jacob  
799 South Green River Road  
Colrain, MA 01340

413. 341.7336  
timeforenglish5@gmail.com

**Resume:**

**Experience:**

09/13-06/14 **Tutor** of English Literature and History  
Pioneer Valley Home Schooling Group  
Forbes Library, Northampton  
Developed and taught curriculum for "Regarding Revolution"

01/07-06/09 Smith Vocational and Agricultural High School  
**Substitute Teacher**  
Covered classes in a variety of subjects, worked as individual tutor.

04/01-07/06 93.9 The River Northampton, MA  
**Account Executive**  
Found new clients, wrote and produced radio ads.

09/94-06/00 Amherst/Pelham Regional High School,  
**Teacher of English**  
Developed curriculum, taught writing, speech and literature  
in grades 9-12.

**Education:**

Fordham University, NYC BA English, *cum laude* June 1992

SIT Graduate Institute, at ILI, Northampton, MA  
TESOL Certificate June 2014

**References:**

Karine Roesch, Instructor, International Language Institute  
karine@ili.edu 413.586.7569

Arthur Apostolou, Former Superintendent, Smith Vocational High School  
413.262.9813

Monte Belmonte, Program Director, 93.9 The River  
monte@wrsi.com 413.586.7400

## NAOMI HENDERSON

1750 Shiloh Road. • Apartment 641 • Kennesaw, GA. 30144 • (561) 667-3136 • nomisahn@gmail.com

---

### EDUCATION

**CENTER FOR ANTHROPOSOLOGY**, Wilton, N.H. High School Art/Art History Certificate 2014  
**CONNECTICUT COLLEGE**, New London, CT BA 2006  
**Major:** Art History, cum laude  
**Languages:** Proficient Russian; Fluent French  
**Honors:** Dean's Honors, Dean's High Honors  
**GREEN MEADOW WALDORF SCHOOL**, Chestnut Ridge, N.Y. 1989-2001

### WORK EXPERIENCE

**Hartsbrook Waldorf School**, Hadley, MA. Begin 2014  
*High School Art Teacher*

- Prepare lessons for students in varied media such as clay modeling, painting, drawing and stone carving
- Educate through the tenets of Waldorf education and human development

**Teavana**, Kennesaw, GA. 2012 -2014  
*Assistant Manager*

- Fulfill individual and store sales goals consistently
- Order and regulate the work of other employees
- Educate the customer about fine tea and tea culture
- Open and close the store
- Count the register money, deliver to safe
- Hire and train new employees to successfully execute the sales process

**Academic Advantage**, West Palm Beach, FL. 2011  
*Tutor*

- Tutored English to four children in individual sessions
- Followed government policies regarding No Child Left Behind
- Created lessons using government approved material online
- Administered and graded final exams

**US Census**, West Palm Beach, FL. 2010  
*Questionnaire Assistance Center Rep.*

- Promoted completion of the census to the homeless
- Helped respondents fill out the form
- Completed paperwork regarding point of contact with respondents
- Organized and maintained files
- Answered questions and concerns on the phone

**Green Lantern Gallery and Press**, Chicago, IL. 2008-2009  
*PR Intern*

- Updated and maintained contacts with clients
- Typeset press related materials
- Organized the gallery space and set up shows

# Zoe Weizenbaum

From Wikipedia, the free encyclopedia

**Zoë Weizenbaum** (Chinese: 王秋麗; born September 21, 1991) is a former American actress.

## Contents

- 1 Biography
  - 1.1 Early life
  - 1.2 Career
  - 1.3 Personal life
- 2 References
- 3 External links

## Zoë Weizenbaum

<b>Born</b>	September 21, 1991 Seattle, Washington, U.S.
<b>Occupation</b>	Actress
<b>Years active</b>	2005–2008

## Biography

### Early life

Weizenbaum was born in Seattle, Washington to a Jewish mother and a Chinese father. From the age of two, she grew up in Amherst, Massachusetts. For years, African Dance was her primary love. She also enjoyed being part of Amherst's local musical theatre productions.

### Career

She was called for an audition for *Missing in America* after someone saw her perform in a local production of *Peter Pan*. Since finishing this movie, she has also had principal roles in *12 and Holding*, directed by Michael Cuesta, and in *Memoirs of a Geisha*, directed by Rob Marshall.

### Personal life

Weizenbaum attended Amherst Regional High School for her freshman year, before she decided to return to Pioneer Valley Performing Arts Charter Public School where she went to middle school. Zoe can speak Mandarin, learning through the Rosetta Stone program as well as enrolling in intensive Chinese courses at Mount Holyoke College and Middlebury College's Summer Intensive Language Program. From 2010-2011, Zoe attended Middlebury College and studied Japanese. She attended Mount Holyoke College in South Hadley, MA. She is the granddaughter of computer scientist, Joseph Weizenbaum (1923-2008).

## References

## External links

- Interview with the cast of "Twelve and Holding" (<http://www.nowplayingmag.com/content/view/3842/62/>) - *Now Playing magazine*
- Zoe Weizenbaum (<http://www.imdb.com/name/nm1494624/>) at the Internet Movie Database
- "Weizenbaum. Rebel at Work." a documentary film about Joseph Weizenbaum, Zoe Weizenbaum's Grandfather. ([http://www.ilmarefilm.org/W\\_E\\_1.htm](http://www.ilmarefilm.org/W_E_1.htm))

Retrieved from "[http://en.wikipedia.org/w/index.php?title=Zoe\\_Weizenbaum&oldid=603377535](http://en.wikipedia.org/w/index.php?title=Zoe_Weizenbaum&oldid=603377535)"

Categories: [1991 births](#) | [American film actresses](#) | [American people of Chinese descent](#) | [Living people](#) | [People from Amherst, Massachusetts](#) | [People from Seattle, Washington](#) | [Actresses from Washington \(state\)](#) | [Mount Holyoke College alumni](#) | [American film actor, 1990s birth stubs](#)

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**SIT Graduate Institute**  
A Program of World Learning

# CERTIFICATE OF COMPLETION

Bestowed upon

*Daniel Greycloud-Jacob*

In recognition of successfully completing the requirements of the  
**World Learning SIT Graduate Institute**

# TESOL CERTIFICATE COURSE

Offered through International Language Institute of Massachusetts  
Northampton, MA

June 2, 2014 – June 27, 2014

*Donald K. Steinberg*  
Donald K. Steinberg  
President

# Victor I. Retynsky

269 Stony Hill Road, Apt. G1-205, Wilbraham, MA 01095 ~ [vipretynsky@yahoo.com](mailto:vipretynsky@yahoo.com) ~ (413) 599-1730 ~ (413) 214-5757

## Summary

I am a classically trained pianist who has evolved proficiency in playing the piano both by sight-reading and by ear to the study and performance criteria of traditional classical piano literature and the popular American Jazz, Broadway and Pop genres. Along with classical performance which I studied privately from graduates of the Moscow Music Conservatory and principal keyboardist for the Springfield Symphony, for which I earned financial scholarship for college admission from the Springfield Women's League, I accompanied District Chorus and conducted the High School Band for which I was awarded accolades prior to attending the University of Massachusetts at Amherst. Once there, I studied in the Jazz Workshops which I later developed into solo piano entertainment-style musical performance employment.

Today, I teach piano lessons privately in the Pioneer Valley of Western Massachusetts from beginners' level to advanced in all age groups.

## Experience

**Teacher**, Wilbraham, MA February 17, 2014 to present  
Piano Teacher-*Promoting Musical Creativity and the Development of Piano Playing Skills of All Styles.*

**Owner/Recording Engineer**, Wilbraham, MA February 17, 2014 to Present  
Stony Hill Records-*Recording Musicians and Promotional Guidance.*

**Piano Entertainer**, Springfield, MA April 4, 1989 to Present  
Jazz Club Pianist-*Rockport, Northampton and Springfield, Massachusetts Areas.*

**Teacher**, East Longmeadow, MA September 1988 to April 4, 1989  
Piano Teacher-*Visiting Piano Teacher in the Springfield, Massachusetts Area.*

## Education

**Western New England University-College of Business**, Springfield, MA  
Master of Science in Accounting courses, Spring 2011

**Bentley University-McCallum School of Business**, Waltham, MA  
Master of Science in Accountancy courses, Fall 2010-Cum 3.50/4.00

**Western New England University-College of Business**, Springfield, MA  
Completed Undergraduate Foundational Accounting Curriculum, May 2010-Cum 3.22/4.00  
Honor Society Beta Alpha Psi member since May 2010

**Springfield Technical Community College**, Springfield, MA  
Accounting, Finance and Management courses, May 2008-Dean's List, Cum 4.00/4.00

**University of Massachusetts**, Amherst, MA  
Bachelor of Arts in Political Science with minors in Jazz Workshop and Russian Language,  
September 1976-Cum 2.97/4.00

**East Longmeadow High School**, East Longmeadow, MA  
High School Diploma in Advanced College Preparation. Music Band Conductor, Chorus Piano Accompanist, Broadway Show Band Pianist, Varsity Swim Team. Graduated in top ten per cent, May 1972

**References are Available Upon Request**

## Victor I. Retynsky

269 Stony Hill Road  
Apt. G1-205  
Wilbraham, MA 01095  
Res: (413) 599-1730  
Cell: (413) 214-5757  
vipretynsky@yahoo.com

### REFERENCES

#### *Academic*

Professor John Coulter, Ph.D., C.P.A.  
Chair, Accounting and Finance Department  
Professor of Accounting  
College of Business  
Western New England University  
1215 Wilbraham Road  
Springfield, MA 01119-2684  
jcoulter@wne.edu  
(413) 782-1720

#### *Piano Instruction*

Mr. David Boudah  
180 Cottage Road  
Enfield, CT  
dboudah@yahoo.com  
(860) 539-9676

#### *Personal*

Mr. Eric Nelson  
131 Somers Road  
East Longmeadow, MA 01028  
monte850@netzero.com  
(860) 305-3411

Ed Ryan

South Hadley Town Counsel

Dear Attorney Ryan:

The Hartsbrook School has accepted several day students from China and Taiwan. These students came to us through the recruitment work of South Hadley, ESL, Inc. This organization recruits the students from their home countries and is responsible for the housing, transportation, academic support and welfare of the students while they are in the U.S. The Students are full time day students at the Hartsbrook School and are separately contracted for these other services with South Hadley, ESL, Inc.

The purpose of this letter is to explain the English language teaching offered by the Hartsbrook School and the extra English language academic support our international students need. As a day school which teaches primarily local students, we have two English Teachers who have been hired to teach our international students for one period a day. Our international students all intend to complete their high school with us and apply to American universities. The universities almost always set a TOEFL requirement for international students at 90 to 100. Currently our students do not have such level. In order to take the tests and achieve the required results, students need to have additional structured English language studies each week. Therefore, all our international students are required to take additional structured English lessons at after school times.

We have partnered with South Hadley ESL, Inc., a non-profit organization as they have been able to offer the students the additional support they need to succeed at our school. The location of teaching will be at 67 Amherst Road, South Hadley, MA01075. Through South Hadley ESL, Inc our international students will be receiving the following mandatory English language instruction: Up to two hours English for TOEFL on Wednesday, between 4 to 6, up to five hours English for TOEFL on Saturdays, and potentially on Sundays too if this is needed. They also receive homework support each evening during a designated, proctored, study hall.

South Hadley ESL, Inc. also provides some extra curricular art education and is equipped with a piano. Students who are interested in learning can take 1-1 piano lessons each week on the weekends at 67 Amherst Road. Other optional classes provided on the weekends include: drawing/water color painting, drama, martial arts.

Educating these full time international students is a new and exciting addition to Hartsbrook's academic programming. We are looking forward to a successful and continuing relationship with South Hadley ESL, Inc.

Sincerely,



Leslie Evans  
Enrollment Director  
The Hartsbrook School



## **SOUTH HADLEY ESL, INC.**

---

Welcome to the US! Welcome to the Hartsbrook School!  
**SOUTH HADLEY ESL, Inc** is working with Hartsbrook, a Waldorf school, to try to provide the international students with a home away from home, and exciting study and living experience which will positively impact their entire life.



## 67 Amherst Road in South Hadley is the new home of the international students studying at the Hartsbrook School.

SOUTH HADLEY ESL, Inc has leased 67 Amherst Road, a duplex home which has undergone extensive renovations by an architect, which has also been the home of the architect for almost two decades. 67 Amherst Road in South Hadley is the new home of the international students studying at the Hartsbrook School.

At 67 Amherst Road, Hartsbrook students will be sharing common values and successful experience. They will enjoy excellent level of care from the house parents who are Hartsbrook teachers, international coordinators of the school who come to visit often and keep communications with the students, and the Academic Director who will be liaising your school and your parents in your own language.

Nestled amid lovely green pastures under the gentle curves of the Holyoke Range, The Hartsbrook School is within close proximity to towns known for the excellence of their academic institutions, as well as

their progressive and alternative communities.

Hartsbrook also has a growing Agricultural Arts program which brings a unique and vibrant addition to our offerings.

As a day school, Hartsbrook has never taken international students in big numbers in the past. By working with South Hadley ESL, Inc, Hartsbrook is able to provide the essential ESL education to its international students therefore welcome students who speak another language as mother tongue to the country. With the joining of students from far east, the Hartsbrook School will be spreading the Waldorf philosophy and belief to other countries. Its a valuable opportunity of cultural exchange which would not been possible without the assistance of South Hadley ESL Inc, which has specially created a site of ESL and art education, room and accommodation for the Hartsbrook School students only.

# Here is what Hartsbrook International students will get from living at 67 Amherst Road, South Hadley:



### Partnership with the The Hartsbrook School

South Hadley ESL Inc is accommodating students from The Hartsbrook School only. The Hartsbrook School is deeply involved in the management of the boarding house. All discipline actions taken by South Hadley ESL Inc for students living at 67 Amherst Road will go to the records of The Hartsbrook School. Similarly, South Hadley ESL also works with The Hartsbrook School very closely to act upon instructions from the school. Any students dismissed from the Hartsbrook School will be dismissed from South Hadley ESL immediately, and required to leave 67 Amherst Road on the same night.



### Professional Management

SOUTH HADLEY ESL, Inc manages 67 Amherst Road strictly and professionally. We understand that our students are selected from middle or upper class families in China. They are top academic students with good behavior. We also understand the expectation of the parents to a boarding house. To meet your needs, we have implemented strict alcohol and drug policy, which is as simple as that upon one offence students will be removed from SOUTH HADLEY ESL, Inc permanently. We do however not think any students will make this offence given the strict selection criteria before admitting them into the programme.



### Safe Living

Security alarms are set at 67 Amherst Road, South Hadley, only the house parents have code once the alarms are on. It will be equipped with 24 hour security camera. Parents even have the option of looking at the videos live online. Most outings are organized and supervised.

## ENGLISH ONLY!

### English Only

We value students' culture and value at home, and understand that the parents send them to the US in order for them to improve their English! That's why we so strongly encourage them to mix with the local neighborhood and community--only by actively participating into the local activities do the students get this valuable opportunity to improve their English in the real environment.



### Common Educational Experience

The students come to Hartsbrook School to study with a clear aim of academic excellence and entry into a good college. The boarding house isn't a place just for them to do whatever they want. Their lives are united by this common objective and completely shaped and dominated by their common educational experience.



### **Home**

We understand that some of our students are so young, you are going to study at Hartsbrook School for another 5 or 6 years--you are going to grow up and develop in this house. Our students are not a transient group: they all intend to stay until their high school graduation, therefore 67 Amherst Road is meant to be a HOME, rather than a boarding house for them. We only take up to 12 students in our house and everyone is meant to be treating each other like a brother or sister.



### **Tutorial**

For students with weaker English, there will be ESL tutorial which will be given in the house. Need help with American history? We will also arrange tutoring for you over the weekends. Some students play music instrument and are even at high levels of proficiency, we can get lessons arranged too.

67 Amherst Road is a place to sleep, but you sleep here because you study here and enjoy your studies here!



### **Dynamic Center for Learning**

South Hadley ESL extends The Hartsbrook School's commitment to providing a dynamic center for learning in which the arts and the natural environment are utilized as focal points for education. Hartsbrook is a Waldorf School. The heart of the Waldorf method is the conviction that education is an art – it must speak to the child's experience. To educate the whole child, his heart and will must be reached as well as his mind, and this is the belief of SOUTH HADLEY ESL, Inc.



### **College Application Assistance**

We help our students with their future college applications too! Our students already reported that they want to look for community service opportunities. They are very keen on working with local residents to make them useful to the community. This is to their own benefit, since community service will be indispensable on their resume when they apply to colleges.



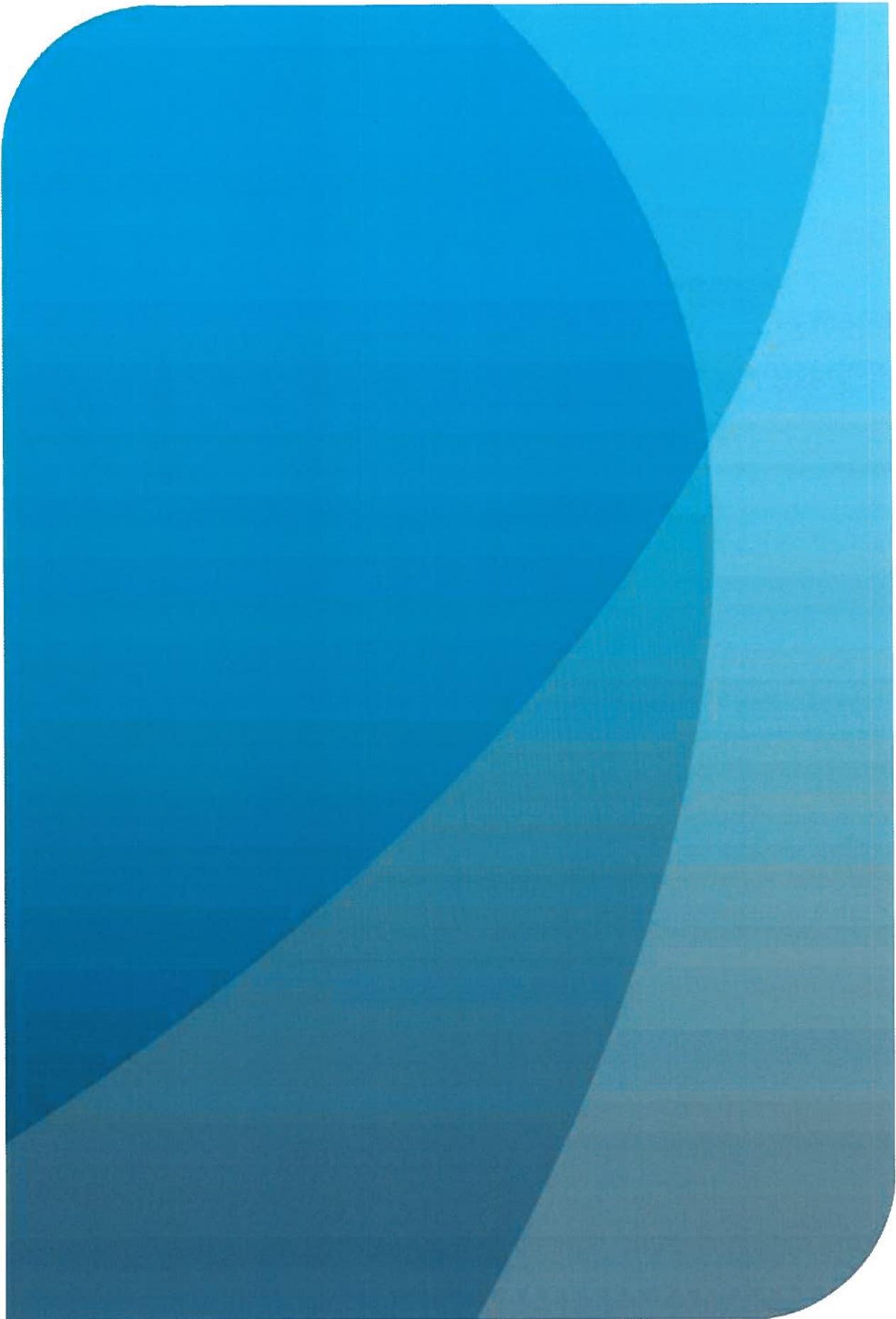
### **ESL teaching**

SOUTH HADLEY ESL, Inc provides ESL teaching in the boarding house. As The Hartsbrook School is predominantly a day school and the curriculum is originally designed for local American students, by partnering with South Hadley ESL, Inc, Hartsbrook students are able to take ESL classes right in the boarding house.



### **One to One Teaching In Arts**

South Hadley ESL has equipped 67 Amherst Road with a grand piano and provides free one to one teaching in piano at all levels, once a week. Waldorf education emphasizes the teaching of arts and that's what South Hadley ESL supports too.



# EXHIBIT 5



# EXHIBIT 6



# EXHIBIT 7

## SOUTH HADLEY ESL

67 AMHERST ROAD • SOUTH HADLEY, MA

### MINOR SITE PLAN APPROVAL

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#### NARRATIVE

South Hadley ESL, Inc., (“SHE”) a Massachusetts non-profit educational corporation organized under chapter 180 of the Massachusetts General Laws, is lessee of the land and the improvements thereon located at 67 Amherst Road – an approximately 22,504 square foot parcel with an approximately 8,500 square foot residential structure located in the Residence A-1 (“RA-1”) zoning district – in the Town of South Hadley (the “Premises”).

The proposed use of the Premises is to provide a consistently educational setting for up to twelve (12) international students, grades 7 – 12, whose participation in the educational offerings provided by the program is inextricably linked to their collaborative and simultaneous enrollment in a local, private, accredited institution (currently, the Harstbrook School).

SHE’s program of study includes mandatory educational activities, with each centralized at or generated from the Premises: the house serves as the fundamental and foundational educational aspect of the program, with students residing on Premises, being brought to the Hartsbrook School from the residence, and being monitored, aided, taught, and guided by the two live-in house-parents (one of which is a teacher at the Hartsbrook School); after school: a strict and collaborative curriculum occurs at the Premises, including mandatory classes taught by licensed professionals to ensure proficiency in English and satisfactory passage of the Test of English as a Foreign Language [TOEFL], supervised studies—in collaboration with current private school curriculum—and liberal artistic education, in the form of piano, drawing, African dance, or mixed martial arts; strict behavioral requirements of quiet hours are enforced, restrictions on electronics’ usage are implemented, and conversational English in a comfortable, non-judgmental setting is practiced; on weekends, the students will travel off-premises to college and university visits, museums, galleries, and other educational venues. It is important to note that dismissal from the Harstbrook School will result in immediate dismissal from the program and loss of occupancy at the Premises.

Simply, the goal to be accomplished at the Premises—the very essence of the program’s existence at the site—is the complete and comprehensive education of the participating students. But for the participants’ desire to be educated in English, in American culture, through American methods, in an American setting and in an effort to gain admission to American institutions of higher education, all in collaboration and partnership with a private institution, the program would not exist and the Premises would not be used as proposed.

No exterior structural or site modifications are contemplated or proposed. Students are not allowed to own vehicles. The dorm parents have two (2) vehicles; in addition, visiting teachers, instructors, and maintenance/cleaning personnel will be allowed to park at the site during their instruction/tasks. Notably, a two-car garage exists at the site, along with two driveways (which driveways measure 45' x 35' and 140' x 20') each with sufficient area and maneuverability. Additionally, the lawn will be mowed weekly.

# EXHIBIT 8

August 17, 2015

Mr. Jeff Squire, Chairman  
Town of South Hadley Planning Board  
Town Hall  
116 Main Street  
South Hadley, MA 01075

**RE: 67 Amherst Road – South Hadley ESL, Inc.**  
Minor Site Plan Approval

Dear Chairman Squire:

Please accept this letter as formal request, pursuant to the Planning Board's Rules and Regulations for Site Plan Review, as appearing in Appendix B of the Town of South Hadley Zoning Bylaw, for waiver from strict compliance of the Site Plan Content requirements. As you know, the Planning Board has the authority to waive any information requirements it judges to be unnecessary to the review of a particular plan.

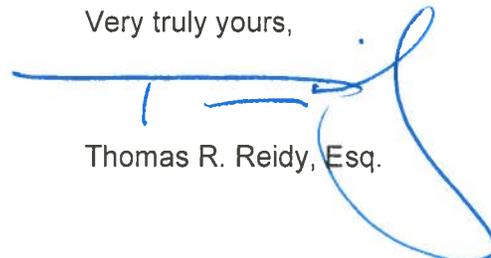
The Applicant, South Hadley ESL, Inc., is a non-profit educational entity utilizing 67 Amherst Road in South Hadley for a primary educational purpose. In furtherance thereof, they are neither proposing nor contemplating any exterior structural or site modifications or additions.

Consequently, we are respectfully requesting a waiver from the informational requirements. However, in an effort to provide the Planning Board sufficient information to render their decision, we have provided both a South Hadley Geographic Information System aerial photograph, along with a professional land survey as recorded at the Hampshire County Registry of Deeds.

We would suggest that the absence of changes to the existing site, along with the use's exemption from unreasonable regulation in accordance with M.G.L. c. 40A, §3, and the submission of alternative material, the Planning Board could justifiably waive strict compliance.

Of course, should you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,



Thomas R. Reidy, Esq.

# EXHIBIT 9

## QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS

That We, **Kelly A. Martins and Victor M. Martins**, husband and wife, both of South Hadley, Massachusetts and **Maria C. Martins**, of South Hadley, Massachusetts

in consideration of Four Hundred Thousand and 00/100 (\$400,000.00) Dollars,

grant an undivided one-half (1/2) interest to **Wang Zhen Hua and Cai Cai Hua**, husband and wife, both of 327A Yuyao, Room 501, Shanghai, China, as Tenants by the Entirety and the remaining undivided one-half (1/2) interest to **Hao Zhe Wang**, of 327A Yuyao, Room 501, Shanghai, China, Individually. Said Wang Zhen Hua and Cai Cai Hua to hold their said interest as tenants in common with respect to said Hao Zhe Wang. Hao Zhe Wang to hold his said interest as tenants in common with respect to Wang Zhen Hua and Cai Cai Hua.

with quitclaim covenants,

the land in South Hadley, Hampshire County, Massachusetts, bounded and described as follows:

Please see attached Exhibit "A" which is made part hereof and incorporated herein by reference for description to the premises located at 67 Amherst Road, South Hadley, Massachusetts.

67 Amherst Road, South Hadley, Massachusetts

Executed as a sealed instrument this 22<sup>nd</sup> day of August, 2014.

Lori C. Marta  
Lori C. Marta, Esq., Witness to both:

Kelly A. Martins  
Kelly A. Martins

I, Victor M. Martins, join in this deed for the purposes of releasing all my rights and interests in the property under a homestead recorded at Book 7858, Page 304.

Victor M. Martins  
Victor M. Martins

Commonwealth of Massachusetts

Hampden, ss.

August 22, 2014

On this day, before me, the undersigned notary public, personally appeared Kelly A. Martins and Victor M. Martins, who proved to me through satisfactory evidence of identification, being (check whichever applies):  driver's license or other state or federal governmental document bearing a photographic image,  oath or affirmation of a credible witness known to me who knows the above signatory, or  my own personal knowledge of the identity of the signatories, to be the persons whose names are signed above, and acknowledged the foregoing to be signed by him/her/hem voluntarily for its stated purpose.

Lori Cennamo Marta  
Lori Cennamo Marta, Esq., Notary Public  
**COMMONWEALTH OF MASSACHUSETTS**  
My Commission Expires: 09/08/17

Executed as a sealed instrument this 27 day of August, 2014.

\_\_\_\_\_  
Witness to:

Maria C. Martins  
Maria C. Martins

On this day, before me, the undersigned notary public, personally appears Maria C. Martins, who proved to me through satisfactory evidence of identification, being (check whichever applies):  driver's license or other state or federal governmental document bearing a photographic image,  oath or affirmation of a credible witness known to me who knows the above signatory, or  my own personal knowledge of the identity of the signatories, to be the persons whose names are signed above, and acknowledged the foregoing to be signed by him/her/them voluntarily for its stated purpose.

Ferreira Vicente  
**FERREIRA VICENTE**  
ADVOGADO  
Notary Public Matrícula N.º 7308L  
Rua da Serradinha, 46 - 1.º Dt.º - B  
2475-116 BENEDITA  
Tels. 262 920 235 / 966 057 865

**RECONECIMENTO COM MENÇÕES ESPECIAIS PRESENCIAIS**

*(Art.º 38.º do Decreto-Lei, n.º 76-A/2006 de 29 de Março, conjugado com a Portaria, n.º 657-B/2006 de 29 de Junho.*

*JOAQUIM FERREIRA VICENTE, Advogado, com a Cédula, n.º 7308L e escritório na Rua da Serradinha, n.º 46-1.º-Dto, 2475-116 em Benedita, declara que reconhece as assinaturas presenciais aposta nos documentos anexos de **Maria C. Martins**, portadora do Bilhete de Identidade, n.º 3320071, emitido pelo Arquivo de Identificação de Lisboa em 12-08-2004, com validade vitalícia, identidade que conferi pela exibição do bilhete de identidade que posteriormente devolvi à apresentante.*

*Benedita, 26 de Agosto de 2014*

*Ato gratuito, registado sob o n.º 7308L/157*

  
**FERREIRA VICENTE**  
ADVogado  
Cédula N.º 7308L  
Rua da Serradinha, 46 - 1.º Dt.º - B  
2475-116 BENEDITA  
Tels. 262 920 235 / 966 057 865

Exhibit A  
67 Amherst Road, South Hadley, MA

Property situated in the Town of South Hadley, County of Hampshire, State of Massachusetts, as shown on plan of land entitled "Dickinson Farm South Hadley, Mass. Hampshire County Definitive Lot Layout for James Dickinson," dated October 10, 1988, Pharmer Engineering Corporation, Holyoke Massachusetts, Glenn A. Ofearcik, No. 30325, Registered Professional Land Surveyor, revised March 19, 1989, \*\*\*\*\*1" x 40', said Plan being recorded in the Hampshire County Registry of Deeds in Book 162 at Page 58 being more particularly described as follows:

Beginning at a point in the Southerly line of Dickinson Farms Road, at the Northwesterly corner of Lot 5, thence

S 21 04' 27" W      One Hundred seven and 24/100 feet (107.24') along said Lot 5 to a point, as shown on said Plan, thence

N 71 34' 18" W      Two hundred three and 95/100 feet (203.95)' along Lot 5, Lot 6A and land now or formerly of R. Stephen and Judy Krause to a point in the Easterly line of Amherst Road, as shown on said Plan, thence

N 34 19' 00" E      Six and 20/100 feet (6.20') along the Easterly side of Amherst Road to a concrete bound, thence

N 20 33' 10" E      Eighty and 34/100 feet (80.34') along Amherst Road to a bound as shown on said Plan, thence

in an arc of 90 31' 00" whose radius is Thirty feet (30.00') and whose length is Forty seven and 39/100 feet (47.39') along Amherst Road and Dickinson Farm Road, to a concrete bound in the Southerly line of Dickinson Farm Road, thence

S 69 55' 50" E      One Hundred seventy-three and 05/100 feet (173.05') along Dickinson Farm Road to the point of beginning.

Being Lot 6 as shown on said Plan, containing 22,504 square feet, more or less

Being the same premises conveyed to the Grantors herein by deed of James D. Dickinson and Nancy L. Dickinson dated November 6, 1990 and recorded as aforesaid in Book 3644 Page 189 and by deed of Victor M. Martins dated April 27, 2004 and recorded as aforesaid in Book 7779 Page 255.