



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission

☐ For Reconsideration

LOCAL LICENSING AUTHORITY REVIEW RECORD

ABCC License Number

City/Town

Date Filed with LLA

TRANSACTION TYPE (Please check all relevant transactions):

- | | | | |
|--|--|---|---|
| <input checked="" type="checkbox"/> New License | <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License | <input type="checkbox"/> Change of DBA | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal) | <input type="checkbox"/> Change of Hours |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of License Type (i.e. club / restaurant) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder |
| <input type="checkbox"/> Change of Beneficial Interest | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement |

APPLICANT INFORMATION

Name of Licensee	<input type="text" value="Mole Sauce, Inc."/>	D/B/A	<input type="text" value="Mexicali Grill"/>				
ADDRESS:	<input type="text" value="148 East Central Street, Units 1,2, & 3"/>	CITY/TOWN:	<input type="text" value="Natick"/>	STATE	<input type="text" value="MA"/>	ZIP CODE	<input type="text" value="01760"/>
Manager	<input type="text" value="David Emmanuel Brambilla"/>	Granted under Special Legislation? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>					
<input type="text" value="\$12 Restaurant"/>		<input type="text" value="Annual"/>	<input type="text" value="All Alcoholic Beverages"/>	If Yes, Chapter <input type="text"/>		of the Acts of (year) <input type="text"/>	
Type (i.e. restaurant, package store)		Class (Annual or Seasonal)	Category (i.e. Wines and Malts / All Alcohol)				

LOCAL LICENSING AUTHORITY DECISION

Please indicate the decision of the Local Licensing Authority:	<input type="text" value="Approves this Application"/>	Please indicate what days and hours the licensee will sell alcohol:	<input type="text" value="Mon-Sat 10:00 am-12:00 am; Sun 11:00 am-12:00 am"/>
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If Approving With Modifications, please indicate below what changes the LLA is making:

Please indicate if the LLA is downgrading the License Category (approving only Wines and Malts if applicant applied for All Alcohol): <input type="text" value="No"/>	<u>Changes to the Premises Description</u>		Indoor Area	<input type="text"/>															
	Patio/Deck/Outdoor Area		Total Square Footage	<input type="text"/>															
	Total Square Footage		Number of Entrances	<input type="text"/>															
	Seating Capacity		Number of Exits	<input type="text"/>															
		<table border="1"><thead><tr><th>Floor Number</th><th>Square Footage</th><th>Number of Rooms</th></tr></thead><tbody><tr><td>1</td><td>4500</td><td>4</td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr></tbody></table>	Floor Number	Square Footage	Number of Rooms	1	4500	4											
Floor Number	Square Footage	Number of Rooms																	
1	4500	4																	

Abutters Notified: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Date of Abutter Notification	<input type="text" value="September 6, 2017"/>	Date of Advertisement	<input type="text" value="September 8, 2017"/>
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Please add any additional remarks or conditions here:

☒ Check here if you are attaching additional documentation

The Local Licensing Authorities By:

Date APPROVED by LLA

Alcoholic Beverages Control Commission
Ralph Sacramone
Executive Director



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc

Print Form

**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM**

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL
LICENSING AUTHORITY.

ECRT CODE: RETA

CHECK PAYABLE TO ABCC OR COMMONWEALTH OF MA: \$200.00

(CHECK MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL)

CHECK NUMBER

10475

IF USED EPAY, CONFIRMATION NUMBER

A.B.C.C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

LICENSEE NAME

MOLE SAUCE, INC.

ADDRESS

148 EAST CENTRAL UNIT 2 & 3,

CITY/TOWN

NATICK

STATE

MA

ZIP CODE

01760

TRANSACTION TYPE (Please check all relevant transactions):

- | | | | |
|--|---|---|---|
| <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Cordials/Liqueurs Permit | <input type="checkbox"/> New Officer/Director | <input type="checkbox"/> Transfer of License |
| <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Issuance of Stock | <input type="checkbox"/> New Stockholder | <input type="checkbox"/> Transfer of Stock |
| <input type="checkbox"/> Change of License Type | <input type="checkbox"/> Management/Operating Agreement | <input type="checkbox"/> Pledge of Stock | <input type="checkbox"/> Wine & Malt to All Alcohol |
| <input type="checkbox"/> Change of Location | <input type="checkbox"/> More than (3) \$15 | <input type="checkbox"/> Pledge of License | <input type="checkbox"/> 6-Day to 7-Day License |
| <input type="checkbox"/> Change of Manager | <input checked="" type="checkbox"/> New License | <input type="checkbox"/> Seasonal to Annual | |
| <input type="checkbox"/> Other | | | |

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS TRANSMITTAL FORM ALONG WITH THE
CHECK, COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

ALCOHOLIC BEVERAGES CONTROL COMMISSION
P. O. BOX 3396
BOSTON, MA 02241-3396

FEINBERG & FELICI
Attorneys at Law

Nicholas A. Felici

Ira D. Feinberg
(1963 – 1997)

127 Cambridge Street
Burlington, Massachusetts 01803
Telephone (781) 270-1150
Facsimile (781) 270-6878
E-Mail: nfelici@feinbergfelicilaw.com

Board of Selectmen
Natick Town Hall, Second Floor
13 East Central Street
Natick, MA 01760

Re: All-Alcohol License Application of Mole Sauce, Inc.

Dear Board of Selectmen:

In connection with my client, Mole Sauce, Inc.'s application for an all- alcohol license, enclosed please find the following:

1. Monetary Transmittal Form with Check for \$200.00 fee;
2. Retail Application Packet;
3. Cori Authorization form for David F. Brambila;
4. Cori Authorization form for David Emanuel Brambila;
5. Proof of Citizenship for David Emanuel Brambila;
6. Vote of the Corporate Board;
7. Articles of Organization;
8. Lease signed by proposed licensee and landlord.

Please note that Floor Plan will remain unchanged as it is currently used as a restaurant and no changes are expected for seating and occupancy limits.

Please schedule a hearing on this Application in your usual manner.

Very truly yours,



Nicholas A. Felici, Esq.

NAF/kmg
Enclosures



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc

APPLICATION FOR A RETAIL ALCOHOLIC BEVERAGES LICENSE

Please complete this entire application, leaving no fields blank. If field does not apply to your situation, please write N/A.

1. NAME OF PROPOSED LICENSEE (Business Contact)

MOLE SAUCE, INC.

This is the corporation or LLC which will hold the license, **not** the individual submitting this application. If you are applying for this license as a sole proprietor, not an LLC, corporation or other legal entity, you may enter your personal name here.

2. RETAIL APPLICATION INFORMATION

There are two ways to obtain an alcoholic beverages license in the Commonwealth of Massachusetts, either by obtaining an existing license through a transfer or by applying for a new license.

Are you applying for a new license ☒ New ☐ Transfer
or the transfer of an existing license?

If transferring, please indicate the
current ABCC license number you
are seeking to obtain:

If applying for a new license, are you applying for this license
pursuant to special legislation?

If transferring, by what method
is the license being transferred?

☐ Yes ☒ No

Chapter

Acts of

3. LICENSE INFORMATION / QUOTA CHECK

City/Town

Natick

On/Off-Premises

On-Premises

TYPE

CATEGORY

CLASS

§12 Restaurant

All Alcoholic Beverages

Annual

4. APPLICATION CONTACT

The application contact is required and is the person who will be contacted with any questions regarding this application.

First Name: Nicholas

Middle: A.

Last Name: Felici

Title: Attorney

Primary Phone: 781-270-1150

Email: nfelici@feinbergfelici.com

5. OWNERSHIP Please list all individuals or entities with a direct or indirect, beneficial or financial interest in this license.

An individual or entity has a direct beneficial interest in a license when the individual or entity owns or controls any part of the license. For example, if John Smith owns Smith LLC, a licensee, John Smith has a direct beneficial interest in the license.

An individual or entity has an indirect beneficial interest if the individual or entity has 1) any ownership interest in the license through an intermediary, no matter how removed from direct ownership, 2) any form of control over part of a license no matter how attenuated, or 3) otherwise benefits in any way from the license's operation. For Example, Jane Doe owns Doe Holding Company Inc., which is a shareholder of Doe LLC, the license holder. Jane Doe has an indirect interest in the license.

- A. All individuals listed below are required to complete a Beneficial Interest Contact - Individual form.
B. All entities listed below are required to complete a Beneficial Interest Contact - Organization form.
C. Any individual with any ownership in this license and/or the proposed manager of record must complete a CORI Release Form.

Name	Title / Position	% Owned	Other Beneficial Interest
DAVID BRAMBILA	Officer	100	

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

5. OWNERSHIP (continued)

Name	Title / Position	% Owned	Other Beneficial Interest
	<input type="checkbox"/>		
	<input type="checkbox"/>		
	<input type="checkbox"/>		
	<input type="checkbox"/>		
	<input type="checkbox"/>		

6. PREMISES INFORMATION

Please enter the address where the alcoholic beverages are sold.

Premises Address

Street Number: Street Name: Unit:

City/Town: State: Zip Code:

Country:

Description of Premises

Please provide a complete description of the premises, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage.

Floor Number	Square Footage	Number of Rooms
First Floor	4500 s.f.	4

Patio/Deck/Outdoor Area Total Square Footage

Indoor Area Total Square Footage

Number of Entrances

Number of Exits

Proposed Seating Capacity

Proposed Occupancy

Occupancy of Premises

Please complete all fields in this section. Documentation showing proof of legal occupancy of the premises is required.

Please indicate by what right the applicant has to occupy the premises ☐

Lease Beginning Term

Lease Ending Term

Rent per Month

Rent per Year

Landlord Name

Landlord Phone

Landlord Address

If leasing or renting the premises, a signed copy of the lease is required.

If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.

Please indicate if the terms of the lease include payments based on the sale of alcohol: ☐ Yes ☒ No

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

7. BUSINESS CONTACT

The Business Contact is the proposed licensee. If you are applying as a Sole Proprietor (the license will be held by an individual, not a business), you should use your own name as the entity name.

* Please see last page of application for required documents based on Legal Structure *

Entity Name:	MOLE SAUCE, INC	FEIN:	821092950
DBA:	MEXICALI GRILL	Fax Number:	
Primary Phone:	978-580-4393	Email:	david-brambila@comcast.net
Alternative Phone:	781-270-1150	Legal Structure of Entity	Corporation

Business Address (Corporate Headquarters)

☐ Check here if your Business Address is the same as your Premises Address

Street Number:	42	Street Name:	ALLAN AVENUE
City/Town:	SUDBURY	State:	MA
Zip Code:	01776	Country:	USA

Mailing Address

☒ Check here if your Mailing Address is the same as your Premises Address

Street Number:		Street Name:	
City/Town:		State:	
Zip Code:		Country:	

Is the Entity a Massachusetts Corporation?

☒ Yes ☐ No

If no, is the Entity registered to do business in Massachusetts?

☐ Yes ☐ No

If no, state of incorporation

Other Beneficial Interest

Does the proposed licensee have a beneficial interest in any other Massachusetts Alcoholic Beverages Licenses? ☐ Yes ☒ No

If yes, please complete the following table.

Name of License	Type of License	License Number	Premises Address

Prior Disciplinary Action:

Has any alcoholic beverages license owned by the proposed licensee ever been disciplined for an alcohol related violation?

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation
	N/A			

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

8. MANAGER CONTACT

The Manager Contact is required and is the individual who will have day-to-day, operational control over the liquor license.

Salutation First Name Middle Name Last Name Suffix

Social Security Number Date of Birth

Primary Phone: Email:

Mobile Phone: Place of Employment

Alternative Phone: Fax Number

Citizenship / Residency / Background Information of Proposed Manager

Are you a U.S. Citizen? ☒ Yes ☐ No

Have you ever been convicted of a state, federal, or military crime? ☐ Yes ☒ No

If yes, attach an affidavit that lists your convictions with an explanation for each

Have you ever been Manager of Record of a license to sell alcoholic beverages? ☒ Yes ☐ No

If yes, please list the licenses for which you are the current or proposed manager:

Jalapeno Enterprises, Inc.

Do you have direct, indirect, or financial interest in this license? ☐ Yes ☒ No

If yes, percentage of interest

If yes, please indicate type of Interest (check all that apply):

- | | |
|---|--|
| <input type="checkbox"/> Officer | <input type="checkbox"/> Sole Proprietor |
| <input type="checkbox"/> Stockholder | <input type="checkbox"/> LLC Manager |
| <input type="checkbox"/> LLC Member | <input type="checkbox"/> Director |
| <input type="checkbox"/> Partner | <input type="checkbox"/> Landlord |
| <input type="checkbox"/> Contractual | <input type="checkbox"/> Revenue Sharing |
| <input type="checkbox"/> Management Agreement | <input type="checkbox"/> Other |

Please indicate how many hours per week you intend to be on the licensed premises

Employment Information of Proposed Manager

Please provide your employment history for the *past 10 years*

Date(s)	Position	Employer	Address	Phone
Sept2015-present	Restaurant Manager	Jalapeno Enterprises, Inc.	Mount Auburn Street, Watertown, MA	978 580-8028
June '13-August '15	Server	Casablanca Restuarant	Methuen, MA	978 580-8028

Prior Disciplinary Action of Proposed Manager

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation
	N/A			

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

9. FINANCIAL INFORMATION

Please provide information about associated costs of this license.

Associated Costs

A. Purchase Price for Building/Land	N/A
B. Purchase Price for any Business Assets	N/A
C. Costs of Renovations/Construction	0
D. Purchase Price of Inventory	N/A
E. Initial Start-Up Costs	8,500.00
F. Other (Please specify)	0
G. Total Cost (Add lines A-F)	\$8,500.00

Please note, the total amount of Cash Investment (top right table) plus the total amount of Financing (bottom right table) must be equal to or greater than the Total Cost (line G above).

Please provide information about the sources of cash and/or financing for this transaction

Source of Cash Investment

Name of Contributor	Amount of Contribution
David Brambila	\$8500.00
(Mole Sauce, Inc.)	
Total:	\$8,500.00

Source of Financing

Name of Lender	Amount	Does the lender hold an interest in any MA alcoholic beverages licenses?	If yes, please provide ABCC license number of lender
NONE			
Total:			0

10. PLEDGE INFORMATION

Are you seeking approval for a pledge? ☐ Yes ☒ No

Please indicate what you are seeking to pledge (check all that apply)

☐ License ☐ Stock / Beneficial Interest ☐ Inventory

To whom is the pledge is being made:

Does the lender have a beneficial interest in this license?

☐ Yes ☐ No

Does the lease require a pledge of this license?

☐ Yes ☐ No

ADDITIONAL SPACE

The following space is for any additional information you wish to supply or to clarify an answer you supplied in the application.

If referencing the application, please be sure to include the number of the question to which you are referring.

APPLICANT'S STATEMENT

I, DAVID BRAMBILA the: ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP member
Authorized Signatory

of MOLE SAUCE, INC., hereby submit this application for NEW ALL ALCOHOL BEVERAGE LICENSE
Name of the Entity/Corporation Transaction(s) you are applying for

(hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statement and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises does not violate any requirement of the ABCC or other state law or local ordinances;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the Application information as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of, the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.

Signature: David F. Brambila

Date: May 10, 2017

Title: President



Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114

STEVEN GROSSMAN
TREASURER AND RECEIVER GENERAL

KIM S. GAINSBORO, ESQ.
CHAIRMAN

CORI REQUEST FORM

The Alcoholic Beverages Control Commission has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information. For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	LICENSEE NAME: MOLE SAUCE, INC.	CITY/TOWN: NATICK
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APPLICANT INFORMATION

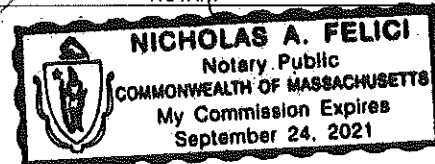
LAST NAME: Brambila	FIRST NAME: David	MIDDLE NAME: F.
MAIDEN NAME OR ALIAS (IF APPLICABLE):	PLACE OF BIRTH: Jalisco, Mexico	
DATE OF BIRTH: 05/19/1961	SSN:	ID THEFT INDEX PIN (IF APPLICABLE):
MOTHER'S MAIDEN NAME: Fregoso	DRIVER'S LICENSE #:	STATE LIC. ISSUED: Massachusetts
GENDER: MALE	HEIGHT: 5 10	WEIGHT: 185
		EYE COLOR: Brown
CURRENT ADDRESS: 42 Allan Avenue		
CITY/TOWN: Sudbury	STATE: MA	ZIP: 01776
FORMER ADDRESS: 28 Reeves Street		
CITY/TOWN: Sudbury	STATE: MA	ZIP: 01776

PRINT AND SIGN

PRINTED NAME: David F. Brambila	APPLICANT/EMPLOYEE SIGNATURE: <i>David F. Brambila</i>
---------------------------------	--

NOTARY INFORMATION

On this 15 th day of May 2017	before me, the undersigned notary public, personally appeared David F. Brambila
(name of document signer), proved to me through satisfactory evidence of identification, which were personal knowledge	
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.	
<i>[Signature]</i> NOTARY	



DIVISION USE ONLY

REQUESTED BY:	SIGNATURE OF CORI AUTHORIZED EMPLOYEE
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The DCI Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCI. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCI via mail or by fax to (617) 660-4614.



Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114

STEVEN GROSSMAN
TREASURER AND RECEIVER GENERAL

KIM S. GAINSBORO, ESQ.
CHAIRMAN

CORI REQUEST FORM

The Alcoholic Beverages Control Commission has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information. For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	LICENSEE NAME: MOLE SAUCE, INC.	CITY/TOWN: NATICK
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APPLICANT INFORMATION

LAST NAME: Brambila	FIRST NAME: David	MIDDLE NAME: EMANUEL
MAIDEN NAME OR ALIAS (IF APPLICABLE):	PLACE OF BIRTH: KIRKLAND, WA	
DATE OF BIRTH: 11/26/1989	SSN:	ID THEFT INDEX PIN (IF APPLICABLE):
MOTHER'S MAIDEN NAME: LOPEZ	DRIVER'S LICENSE #:	STATE LIC. ISSUED: Massachusetts
GENDER: MALE	HEIGHT: 6 1	WEIGHT: 195
EYE COLOR: Brown		
CURRENT ADDRESS: 28 REEVES STREET		
CITY/TOWN: Sudbury	STATE: MA	ZIP: 01776
FORMER ADDRESS:		
CITY/TOWN:	STATE:	ZIP:

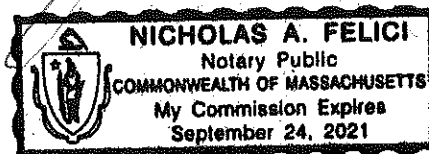
PRINT AND SIGN

PRINTED NAME: David E. Brambila	APPLICANT/EMPLOYEE SIGNATURE:
---------------------------------	-------------------------------

NOTARY INFORMATION

On this May 16, 2017 before me, the undersigned notary public, personally appeared David E. Brambila
(name of document signer), proved to me through satisfactory evidence of identification, which were passport
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

NOTARY



DIVISION USE ONLY

REQUESTED BY:	SIGNATURE OF CORI-AUTHORIZED EMPLOYEE
---------------	---------------------------------------

The DCII Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identify Theft PIN Number by the DCII. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. All CORI request forms that include this field are required to be submitted to the DCII via mail or by fax to (617) 660-4614.

*Of the United States,
in Order to form a more perfect Union,
establish Justice, insure domestic Tranquility,
provide for the common defence,
promote the general Welfare, and secure
the Blessings of Liberty to ourselves and
our Posterity, do ordain and establish this
Constitution for the United States of America.*

SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

PASSPORT
PASSEPORT
PASAPORTE



UNITED STATES OF AMERICA

Type / Type / Tipo: P Code / Code / Código: USA Passport No. / No. du Passeport / No. de Pasaporte

Surname / Nom / Apellidos

BRAMBILA

Given Names / Prénoms / Nombres

DAVID EMANUEL

Nationality / Nationalité / Nacionalidad

UNITED STATES OF AMERICA

Date of birth / Date de naissance / Fecha de nacimiento

26 Nov 1989

Place of birth / Lieu de naissance / Lugar de nacimiento

WASHINGTON, U.S.A.

Date of issue / Date de délivrance / Fecha de expedición

15 Apr 2017

Date of expiration / Date d'expiration / Fecha de caducidad

14 Apr 2027

Endorsements / Mentions Spéciales / Anotaciones

SEE PAGE 27

Sex / Sexe / Sexo

M

Authority / Autorité / Autoridad

United States
Department of State



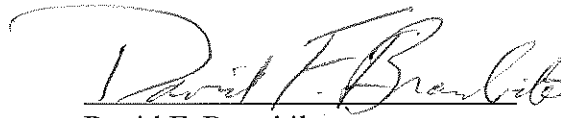
ISABRAMBILA<<DAVID<EMANUEL

VOTE OF CORPORATE BOARD FOR MOLE SAUCE, INC.

Upon a meeting of all directors and officers of the corporation known as Mole Sauce, Inc. held on May 9, 2017, it was unanimously VOTED and APPROVED to authorize David F. Brambila as President, to apply to the Town of Natick and the ABCC for all- alcohol liquor license on behalf of the Corporation.

All relevant business being conducted, the meeting was adjourned.

May 9, 2017

A handwritten signature in cursive script, reading "David F. Brambila". The signature is written in dark ink and is positioned above the printed name and title.

David F. Brambila
Secretary of Mole Sauce, Inc.

COMMONWEALTH OF MASSACHUSETTS

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

1285571

10418



Articles of Organization
(General Laws Chapter 156D, Section 2.02; 950 CMR 113.16)

I hereby certify that upon examination of these articles of organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$ 275 having been paid, said articles are deemed to have been filed with me this 17 day of March, 20 17, at 3:33 a.m./p.m. (p.m.)
time

Effective date: _____
(must be within 90 days of date submitted)


WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

SECRETARY OF THE
COMMONWEALTH
2017 MAR 17 PM 3:33
CORPORATIONS DIVISION


Examiner

Name approval

Filing fee: \$275 for up to 275,000 shares plus \$100 for each additional 100,000 shares or any fraction thereof.

TO BE FILLED IN BY CORPORATION

Contact Information:

Nicholas A. Felici, Esquire, Feinberg & Felici

127 Cambridge Street

Burlington, MA 01803

Telephone: 781-270-1150

Email: nfelici@feinbergfelicilaw.com

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The Commonwealth of Massachusetts

William Francis Galvin

Secretary of the Commonwealth

One Ashburton Place, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED

Articles of Organization

FORM MUST BE TYPED

(General Laws Chapter 156D, Section 2.02; 950 CMR 113.16)

ARTICLE I

The exact name of the corporation is:

Mole Sauce, Inc.

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. Chapter 156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

- 1) To carry on the business of a restaurant and tavern serving food and liquor to the general public, including the transaction of all business related to restaurant operations, to advertise, promote and contract for the benefit of the corporation and its subsidiaries doing business under the name of the corporation or any other name.
- 2) To borrow and loan money, to purchase real and personal property, to convey, sell, mortgage and/or lease real estate.
- 3) To perform each and every thing necessary, suitable, and proper for the accomplishment of any of the purposes or objectives enunciated herein or which at any time as conducive to or expedient for the benefit of the corporation.
- 4) Generally, to carry on any lawful business or other activities as conferred upon corporations organized under the provisions of M.G.L. c. 156D as from time to time amended. (see continuation sheets) +

ARTICLE III

State the total number of shares and par value, * if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
Common	1500			

*G.L. Chapter 156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. Chapter 156D, Section 6.21, and the comments relative thereto.

ARTICLE IV

Prior to the issuance of shares of any class or series, the articles of organization must set forth the preferences, limitations and relative rights of that class or series. The articles may also limit the type or specify the minimum amount of consideration for which shares of any class or series may be issued. Please set forth the preferences, limitations and relative rights of each class or series and, if desired, the required type and minimum amount of consideration to be received.

ARTICLE V

The restrictions, if any, imposed by the articles of organization upon the transfer of shares of any class or series of stock are:

See continuation sheet Article V

ARTICLE VI

Other lawful provisions, and if there are no such provisions, this article may be left blank.

See continuation sheet Article VI

Note: The preceding six (6) articles are considered to be permanent and may be changed only by filing appropriate articles of amendment.

ARTICLE VII

The effective date of organization of the corporation is the date and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a later effective date is desired, specify such date, which may not be later than the 90th day after the articles are received for filing:

ARTICLE VIII

The information contained in this article is not a permanent part of the articles of organization.

- a. The street address of the initial registered office of the corporation in the commonwealth:
127 Cambridge Street, Burlington, MA 01803
- b. The name of its initial registered agent at its registered office:
Nicholas A. Felici, Esquire
- c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

President:	David Brambila	42 Allan Street	Sudbury, MA 01776
Treasurer:	Alma Rose Brambila	42 Allan Street	Sudbury, MA 01776
Secretary:	David Brambila	42 Allan Street	Sudbury, MA 01776
Director(s):	Alma Rose Brambila	42 Allan Street	Sudbury, MA 01776
	David Brambila	42 Allan Street	Sudbury, MA 01776

- d. The fiscal year end of the corporation:
December
- e. A brief description of the type of business in which the corporation intends to engage:
Restaurant serving food and liquor
- f. The street address of the principal office of the corporation:
42 Allan Street, Sudbury, MA 01776
- g. The street address where the records of the corporation required to be kept in the commonwealth are located is:

42 allen Street, Sudbury, MA 01776 _____, which is
(number, street, city or town, state, zip code)

- ☒ its principal office;
☐ an office of its transfer agent;
☐ an office of its secretary/assistant secretary;
☐ its registered office.

Signed this _____ day of March, 2017 by the incorporator(s):

Signature: _____

Name: Nicholas A. Felici, Esquire, Feinberg & Felici,

Address: 127 Cambridge Street, Burlington, MA 01803

ARTICLES OF ORGANIZATION

Continuation Sheet Article II (1)

To act for others as agent, broker, attorney in fact, factor, or in any other lawful manner, on commission or otherwise, and to join with others on such terms and conditions as may be agreed upon in any enterprise conducive to the success of the corporation.

To purchase, construct, lease, or otherwise acquire, and to hold, use, lease, manage, operate, equip, maintain, sell, mortgage, pledge, deal in or with any and all kinds of property within and without the Commonwealth, real, personal, or mixed, tangible or intangible.

To acquire and pay for in cash, stock or bonds of the corporation, or otherwise, the whole or any part of the good-will, rights, assets, and properties and to undertake, guarantee, or assume the whole or any part of the obligations or guarantee, or assume the whole or any part of the obligations or liabilities of any person, firm, corporation or association.

To acquire, own, hold, use, sell, assign, lease, mortgage, or otherwise dispose of, patents, patent rights, trademarks, copyrights, trade names and rights, trade secrets, licenses, and privileges, formulae, inventions, improvements and processes, and property of a similar nature relating to or useful in connection with any business of the corporation, and to use, exercise, develop, grant licenses or franchises in respect of, or otherwise turn to account any such trade marks, trade names, trade secrets, copyrights, patents, patent rights, formulae, inventions, improvements, and processes and property of a similar nature.

To incur liabilities, borrow money, and otherwise contract indebtedness and to issue notes, bonds, debentures, or other evidence or indebtedness and to secure the same by mortgage, pledge, or through lien on any part or all of the properties of any and every kind of the corporation.

To purchase, subscribe for or otherwise acquire, register, hold, sell, assign, transfer, pledge, or otherwise dispose of shares of stock, options, bonds, notes, and other securities and evidences of interest in or indebtedness of any government or political subdivision thereof and of any person, firm, or corporation of this or any state or country, and while the owner thereof, to exercise all the rights, powers and privileges of ownership, in the same manner as an individual might do.

ARTICLES OF ORGANIZATION

Continuation sheet Article II (2)

To purchase, hold, sell, and transfer the shares of its own capital stock or any other security issued by it, provided, (1) it shall not use its funds or property for the purchase of its own shares of capital stock when such use would cause any impairment of its capital, unless otherwise permitted by law; (2) such purchase, sale or transfer is not otherwise prohibited by law; and (3) shares of its own capital stock belonging to it shall not be voted on directly or indirectly.

To have one or more offices and to carry on any and all of its operations and business in any of the states, districts, or territories of the United States, in the Provinces of Canada, and in any and all foreign countries, subject to the laws of such state, district, territory, province or country.

To do or cause to have done any and all such acts and things as may be necessary, desirable, convenient, or incidental to the consummation or accomplishment of any or all of the foregoing purposes.

In general, to carry on and or all of the business of the corporation as principal, agent, or contractor, and to carry on any other businesses incidental to and in connection with the foregoing and to have and exercise al the powers conferred by the laws of the Commonwealth of Massachusetts upon the corporations formed under the General Laws of Massachusetts, and to do any or all of the things hereinbefore set forth to the same extent a natural person might or could do.

To carry on any business or other activity which may be lawfully carried on by a corporation organized under the Business Corporation Law of the Commonwealth of Massachusetts, whether or not related to those referred to in the foregoing paragraphs.

The purposes specified in the foregoing clauses shall, except where otherwise expressed, be in no way limited or restricted by reference to or inference from, the terms of any other clause, but the objects and powers specified in the foregoing clauses of this article shall be regarded as independent purposes.

ARTICLES OF ORGANIZATION

Continuation Sheet Article V

The restrictions imposed by the Articles of Organization upon the transfer of shares of stock of any class are as follows:

Any stockholder, including the heirs, assigns, executors or administrators of a deceased stockholder, desiring to sell or transfer such stock owned by him or them, shall first offer it to the Corporation through the Board of Directors, in the manner following:

He shall notify the Directors of his desire to sell or transfer by notice in writing, which notice shall contain the price at which he is willing to sell or transfer and the name of one arbitrator. The Directors shall within thirty (30) days thereafter either accept the offer, or by notice to him in writing, name a second arbitrator, and these two shall name a third. It shall then be the duty of the arbitrators to ascertain the value of the stock and if any arbitrator shall neglect or refuse to appear at any meeting appointed by the arbitrators, a majority may act in the absence of such arbitrator.

After the acceptance of the offer, or the report of the arbitrators as to the value of the stock, the Directors shall have thirty (30) days within which to purchase the same at such valuation but if at the expiration of thirty (30) days, the Corporation shall not have exercised the right so to purchase, the owner of the stock shall be at liberty to dispose of the same in any manner he may see fit.

No shares of stock shall be sold or transferred on the books of the Corporation until these provisions have been complied with, but the Board of Directors may in any particular instance waive the requirement.

ARTICLES OF ORGANIZATION

Continuation Sheet Article VI

Meetings of the stockholders of the corporation may be held anywhere in the United States of America.

The corporation may be a partner, to the maximum extent permitted by law.

The directors may make, amend or repeal the By-laws in whole or in part, except with respect to any provisions thereof which by law or the By-laws requires action by the stockholders.

The affairs of the corporation shall not be governed by principles of partnership law or fiduciary obligations between and among stockholders of close corporation, except as they may be applicable generally to all corporations organized under Chapter 156B of the Massachusetts General Laws. The corporation may purchase or otherwise acquire shares of its capital stock from one or more stockholders and may issue, sell or otherwise transfer shares to one or more persons without purchasing or otherwise acquiring shares from or issuing, selling, or otherwise transferring shares to any other persons.

The directors shall have the power to fix from time to time their compensation. No person shall be disqualified from holding any office by reason of any interest. In the absence of fraud, any director, officer or stockholder of the corporation individually, or any individual having any interest in any concern which is a stockholder of this corporation, or any or any concern in which any such directors, officers, stockholders or individuals have any interest, may be a party to, or may be pecuniary or otherwise interested in, any contract, transaction or other act of this corporation, and

- (1) such contract, transaction or act shall not be in any way invalidated or otherwise affected by that fact;
- (2) no such director, officer, stockholder or individual shall be liable to account to this corporation for any profit or benefit realized through any such contract, transaction or act; and
- (3) any such director of this corporation may be counted in determining the existence of a quorum at any meeting of the directors or any committee thereof which shall authorize such contract, transaction or act, and may vote and authorize same.

the term "interest" including any personal interest and interest as a director, officer, stockholder, shareholder, trustee, member or beneficiary of any concern; and

the term "concern" meaning any corporation, association, trust, partnership, firm, person, or other entity other than this corporation.

LEASE

THIS INDENTURE of LEASE made and entered into as of this 8th day of MAY, 2017, by and between **FRANCIOSE BROS., INC.**, a Massachusetts Corporation having an usual place of business at 148 East Central Street, Natick, Massachusetts, hereinafter sometimes referred to as the "Lessor", and **MOLE SAUCE, INC.**, a Massachusetts Corporation, having a principal place of business at 42 Allan Street, Sudbury, Massachusetts, hereinafter sometimes referred to as the "Lessee".

WITNESSETH:

ARTICLE I

Demise & Term

In consideration of the rent herein reserved and in consideration of the covenants and agreements herein contained, the Lessor hereby demises and leases unto the Lessee, on the terms and conditions and otherwise as hereinafter in this Lease provided the following premises hereinafter referred to as "the demised premises", described as follows:

The premises consisting of those certain areas designated as "**Unit A2 and A3**" in the Shopping Center known and numbered 148 East Central Street, in Natick, Middlesex County, Massachusetts, as shown on Exhibit A attached hereto and made a part hereof by this reference, with a total area of approximately 3,300 square feet, more or less, situated on the North side of said East Central Street, Natick, Massachusetts. It is agreed that the premises are leased in their "as is" condition. To have and to hold the demised premises unto the Lessee for the term of five (5) years commencing on the first day of

May, 2017. Lessee shall be granted free access to the demised premises upon signing of the Lease, payment of the first month's rent, and the security deposit, and complying with Article XXIV of the Lease.

Notwithstanding the provisions of the prior paragraph, the obligations of the Lessee to pay rent shall accrue, upon the first to occur of: (a) the Lessee obtaining final approval of the Town of Natick and the ABCC for a liquor license for the premises; or (b) the opening for business by the Lessee, whether Lessee has obtained the liquor license or not. In no event shall the obligation to pay rent be delayed beyond October 1, 2017.

ARTICLE II

Rent

The Lessee covenants and agrees to pay to the Lessor during the Lessee's initial term, except as may be otherwise provided in this Lease, the following rent during the initial term of this Lease: Eighty-Seven Thousand (\$87,000.00) Dollars per annum, payable in equal monthly installments of Seven Thousand Two Hundred Fifty (\$7,250.00) Dollars per month in advance.

The initial monthly rent payment, last month's rent, and security deposit (See Article VI) are to be made on the date of the signing of this Lease, and the subsequent payments are to be made on the first day of each and every month during the term of this Lease and during each extension of the term hereof. The Lessee shall, without any previous demand therefore, pay to the Lessor the said rent, as well as any additional charges, at the times and in the manner as provided herein.

Failure of Lessee to pay the rent due under this Lease ten (10) days after it is due shall constitute a default hereunder subject to the provisions of Article XV herein.

ARTICLE III

Real Estate Taxes

The Lessor agrees to pay or cause to be paid all municipal taxes and betterment assessments of every kind and description, heretofore levied and assessed, or which may be levied or assessed, against the land and the building of which the demised premises are a part. Any taxes levied or assessed on personal property belonging to the Lessee shall be the responsibility of the Lessee.

ARTICLE IV

Maintenance of Common Areas

The Lessor shall cause the existing parking facilities, driveways, entrance ways, and walkways, including lighting thereof, and the landscaping at 148 East Central Street to be maintained in good repair and clean condition at all times during the Lessee's term, subject to reduction by takings which do not result in a termination of this Lease. Accumulations of snow will be promptly removed by Lessor from said parking areas and will be deposited in such locations as are feasible so as to permit adequate use of the parking areas. Lessee shall be responsible for the removal of snow and ice from those walkways and areas exclusive to Lessee.

ARTICLE V

Utilities

The Lessee shall pay the cost of the electricity (separately metered to the demised premises), water and all other separately metered utilities including the costs for heating, air conditioning and ventilation systems servicing the demised premises. Lessee shall be responsible for the cost of all non-capital repairs and routine maintenance to all of the

mechanical systems at the demised premises. In the event that any of the mechanical systems cannot be reasonably repaired and require replacing, Lessor shall promptly replace such systems at Lessor's expense.

ARTICLE VI

Security Deposit

At the time of the signing of this Lease, Lessee has paid to Lessor a security deposit in the amount of Ten Thousand (\$10,000.00) dollars. Lessor shall hold Lessee's security deposit during the term as security for the full, faithful and punctual performance by Lessee of all covenants and conditions of this Lease Agreement on Lessee's part to be performed or observed, including the obligation to pay rent; it being understood that said deposit is not to be considered prepaid rent, nor shall damages be limited to the amount of such security deposit.

Lessor shall return the amount of the security deposit to Lessee within 30 days after the termination of this Lease Agreement or upon the Lessee's vacating the premises completely together with its goods and possessions, whichever shall last occur, provided: (a) there is no damage to the demised premises caused by the Lessee, or Lessee's employees, agents, or invitees (excluding normal wear and tear and damage caused by casualty loss), (b) there are no material breaches of any of the terms, covenants and conditions of the Lease Agreement by Lessee, and (c) Lessee is not otherwise indebted to Lessor for any financial obligations under the Lease.

ARTICLE VII

Option to Extend

Providing the Lessee is not in default, beyond any notice and cure period, in payment of rent or of any of the other conditions and covenants contained in this Lease, during the original term of this Lease or any extension thereof, Lessee shall have the option to extend this Lease for two (2) additional five (5) year terms on the same terms and conditions as set forth herein except that the yearly base rent for said extended term will be as follows:

A. Rent for first five (5) year option:

i)	Year 1	\$7,395.00
ii)	Year 2	\$7,542.90
iii)	Year 3	\$7,693.76
iv)	Year 4	\$7,847.63
v)	Year 5	\$8,004.59

B. Rent for second five (5) year option:

i)	Year 1	\$8,164.68
ii)	Year 2	\$8,327.97
iii)	Year 3	\$8,494.53
iv)	Year 4	\$8,664.42
v)	Year 5	\$8,837.71

Lessee shall exercise said option by giving Lessor written notice thereof not less than nine (9) months, prior to the expiration of the original or then present term of this Lease, as the case may be.

ARTICLE VIII

Restriction

Lessee agrees that it will use the demised premises only for the purpose of operating a business which includes the following:

A full service restaurant, during those hours permitted by the restaurant permit of the Town of Natick. The use of the premises by any successor or assignee to or under this Lease shall be subject to the approval in writing of the Lessor, which approval shall not be unreasonably withheld.

ARTICLE IX

Renovations and Alterations by the Lessee

The Lessee shall have the right, at Lessee's own expense, during the Lessee's term, to make such renovations, alterations, replacements, changes or improvements to the interior of the demised premises as it may, in its reasonable judgment, deem proper and necessary for the occupation thereof or the full and beneficial use thereof. The Lessee agrees that any such renovations, alterations, replacements, changes or improvements shall be carried out in a good and workmanlike manner. And any renovations, alterations, replacements, changes or improvements affecting the exterior of the building shall be subject to the approval in writing by the Lessor, in the Lessor's sole discretion.

ARTICLE X

Repairs and Maintenance

The Lessor agrees that, during the term of Lessee's Lease, the Lessor will keep the exterior of the building, including the roof, walls and foundation, entrances and exits

thereto, and awnings in good and substantial order, condition and repair at the Lessor's own expense. All glass at the demised premises shall be delivered whole at the commencement of the Lease. The repair of any exterior glass, including glass that is installed in doors, is excepted from the Lessor's responsibility and shall be at the sole expense of the Lessee.

The Lessor agrees it will maintain the plumbing and electric lines servicing the demised premises, all in good repair, unless caused by negligent acts or omissions of Lessee, except that any modifications or alterations thereto made by the Lessee in accordance with the provisions herein contained shall be maintained in good repair by the Lessee.

The Lessor reserves the right to place, maintain, repair and replace such utility facilities or lines, pipes, wires and the like, over, upon and through the demised premises as may be necessary or advisable for servicing the demised premises or the Shopping Center, provided, however, that the Lessee's use of the demised premises shall not be unreasonably interfered with and shall be interfered with only temporarily during such placing, maintaining, repairing, and replacing. The Lessee agrees that during the Lessee's term, the Lessee will keep the interior of the demised premises in good and substantial order and repair at Lessee's own cost and expense, reasonable use and wear, damage by fire or other casualty excepted. Lessee may, but shall not be required to, inspect the premises prior to occupancy or the commencement of renovation activities by the Lessee for the purpose of determining whether there are any defects in the premises which make the premises unsuitable for use by the Lessee.

In the event it becomes necessary to replace any window or door (other than for

breakage of glass which is provided for in Article X) at the demised premises, Lessor will replace same at Lessor's sole expense, unless such damage is caused by the negligent act of the Lessee, the Lessee's employees, agents or invitees, in which case such replacement shall be at the sole expense of the Lessee.

In the event that the furnace serving the demised premises needs to be replaced because it is permanently inoperative, Lessor will promptly replace same at Lessor's sole cost and expense.

At the expiration of said term, the Lessee will remove its property, goods and effects, and those of all persons claiming under it, and will peaceably yield up to the Lessor the said demised premises and all erections and additions made to or upon the same, except as hereinafter otherwise provided, in good repair, order and condition in all respects, damage by fire or other unavoidable casualties and reasonable wear and use excepted.

ARTICLE XI

Furniture, Furnishings, Fixtures, Partitions, Counters, Safes, Wiring and Equipment

The Lessee shall have the right at any time or from time to time during the Lessee's term to cause to be installed in the demised premises in a good and workmanlike manner such furniture, furnishings, fixtures, partitions, wiring, counters, safes, and equipment and other trade fixtures as it may see fit and to change or exchange the same and to remove the same at any time during or at the expiration of said term or if later, on cessation of occupancy by the Lessee. All furniture, furnishings, fixtures, partitions, wiring, counters, safes and other type equipment and trade fixtures

hereinafter installed under this Article XI shall be and remain personal property and the property of the Lessee, notwithstanding that any of the same may be incorporated into the real estate, provided that after the removal of any such as may have been incorporated into the real estate, any holes or openings have been repaired or replaced in a good and workmanlike manner, and no damage to the realty remains, and provided that Lessee shall not be required to remove partitions installed by the Lessee unless requested to do so at the expiration of the term hereof.

Notwithstanding any other provisions in this Lease contained, on the termination of this Lease, the Lessee shall have the right, but not the obligation, to leave in the demised premises any and all installations therein (including partitions and trade fixtures) made by the Lessee, in which case all such installations shall forthwith become the property of the Lessor.

ARTICLE XII

Signs

The Lessee shall have the right during the Lessee's term to install a sign over the entrance on the exterior wall of the demised premises, and to have appropriate lettering affixed to or painted on the doors and windows of the premises, which sign shall be subject to the written approval of the Lessor, and town, state or federal authorities, and Lessor's approval shall be in Lessor's sole discretion.

The Lessor agrees that the lighting of any signs of the Lessee shall be at the discretion of the Lessee, subject, however, to applicable town, state or federal ordinances, by-laws or statutes, if any.

The Lessor agrees that it will not erect and that no tenant will be allowed to erect

additional signs or relocate any existing signs which would block or obstruct signs of the Lessee on the demised premises.

There will be no additional standing signs in the East Central Street lot.

ARTICLE XIII

Quiet Enjoyment

Lessor hereby covenants and agrees that the Lessee paying the rent herein reserved and performing or observing the agreements and covenants in this Lease contained on the part of the Lessee to be performed or observed, shall and may peaceably and quietly have, hold and enjoy the demised premises, for the term aforesaid, free from hindrance, eviction or disturbance by the Lessor or any person or persons claiming by, through or under the Lessor.

Lessee agrees to take deliveries during normal business hours through the rear of the premises.

ARTICLE XIV

Indemnities

1. The Lessor covenants and agrees to protect and save and keep the Lessee harmless and indemnified against and from any loss, damage, liability or expense arising out of or from any accident or occurrence on the demised premises causing injury or damage to any person or to the property of others if due to the negligence of the Lessor, including Lessor's agents, employees, contractors, or invitees, or the failure of the Lessor, including Lessor's agents, employees, contractors, or invitees, to perform or observe any of the covenants and agreements herein contained on the part of the Lessor to be performed or observed.

2. The Lessee covenants and agrees to protect and save and keep the Lessor harmless and indemnified against and from any loss, damage, liability or expense arising out of or from any accident or occurrence on the demised premises causing injury or damage to any person or to the property of others if due to the negligence of the Lessee or the failure of the Lessee to perform or observe any of the covenants and agreements herein contained on the part of the Lessee to be performed or observed.

3. Notwithstanding the provisions of paragraphs 1 and 2 of this Article, the Lessor and the Lessee do each hereby release the other party hereto from any liability with respect to any damage to or destruction of the property of the other caused by the fault or negligence of the Lessor or its agents, servants or employees, on the one hand, or caused by the fault or negligence of the Lessee or its agents, servants or employees on the other hand, to the extent that the damaged party's insurance actually in force at the time of any damage or destruction actually pays for the loss incurred and permits such release; it being specifically understood and agreed that such release is not and shall not be effective to the extent that it is not permitted by any policy or policies in force when the destruction or damage occurs, and shall be ineffective as to the amount of any destruction or damage which is so caused in excess of the amount recovered by the damaged party under insurance policies in force when the damage or destruction occurs.

ARTICLE XV

Notice to Cure Defaults

Except as to the non-payment of rent under Article II and Article VII, which shall have a written notice period of ten (10) days, it is mutually agreed that in event of any default in the performance or observance of any agreement or covenant in this Lease

contained on its part to be performed or observed, by either party to this Lease, the complaining party will give written notice thereof to the defaulting party and grant to said party a period of thirty (30) days after the giving of such notice in which to cure such default prior to availing itself of any remedy otherwise available to the complaining party by reason of such default and that should such default be cured if the same is repairable or, if not repairable, fair compensation therefor shall be offered, within such period, it shall for all purposes of this Lease be deemed to have been cured retroactively to the date thereof as if it had never happened. The provisions of this Article shall in no event be applicable to Article II and Article VII, if notices of non-payment of rent are sent by Lessor to Lessee two (2) times in any twelve (12)-month period, and Article XVII of this Lease.

ARTICLE XVI

Cumulative Rights

It is further covenanted and agreed that all rights and remedies of the Lessor and the Lessee under this Lease shall be cumulative and that the exercise of any rights thereof shall not preclude the exercise of any other rights and remedies allowed by law.

ARTICLE XVII

Fire Clause

In case the building in which the demised premises are located be damaged or destroyed by fire, or other casualty, at any time or times during the term hereof, as extended, (provided the same is not destroyed or damaged to the extent referred to in the final sentence of this Article) the Lessor will, with all due diligence, and at the Lessor's expense and cost, repair, restore, and rebuild the same so that it shall, after such repair, restoration and rebuilding shall have been completed, be substantially the same as prior

to such damage and destruction, and that the rent herein reserved, or a just and proportionate part thereof according to the nature or extent of the damage or destruction, shall be abated from and after the date of such damage or destruction and until said building shall have been repaired, restored or rebuilt so that it shall be as fit and practicable for use as prior to such damage or destruction and the Lessee shall have full and beneficial use and enjoyment of all the demised premises. In the event that after such damage or destruction the Lessor shall fail or refuse to proceed with such repairs, restoration and rebuilding within thirty (30) days after such damage or destruction the Lessee may, at its option, give ten (10) days notice in writing to the Lessor after the expiration of said thirty (30) day period, or at any time thereafter when the Lessor shall not be diligently proceeding with such repairs, restoration and rebuilding of its intention to proceed with and arrange for the said repairs, restoration and rebuilding. Said notice shall include an estimated budget of the expenses of such repairs, restoration and rebuilding. Unless the Lessor shall within ten (10) days from the receipt of such notice proceed with and thereafter diligently carry on such repairs, restoration and rebuilding, the Lessee may, at its option, so proceed and the Lessor shall indemnify the Lessee in full up to the amount of such estimated budget for any and all expenses arising out of such repairs, restoration and rebuilding which the Lessee has proceeded with or arranged for as hereinbefore provided. Provided, however, that if the demised premises shall, at any time during said term, be destroyed or damaged to the extent of at least fifty (50%) percent of its aggregate sound insurable value, or such repair cannot be completed within one hundred twenty (120) days of such casualty loss, then, and in either of such events, the Lessor or the Lessee may within fifteen (15) days after the occurrence of such event,

at the option of either, cancel and terminate this Lease by giving notice in writing to the other party hereto, and thereupon this Lease shall cease and come to an end as of the date of such damage or destruction.

ARTICLE XVIII

Taking or Action of Public Authority

If, during the Lessee's term, the demised premises or any portion thereof shall be taken or appropriated for a street or other public or quasi-public use, or condemned, so that the said premises or any substantial portion thereof shall be rendered unfit or impractical for business uses and occupation as set forth hereinabove, then at either the Lessor's or the Lessee's option this Lease shall terminate upon either party's giving notice in writing to the other of its election so to do within ninety (90) days after such taking, appropriation or condemnation; and if, the facts with respect thereto are such that the Lease is not terminated, then a just proportion of the rent, hereinabove reserved, according to the nature and extent of the taking, appropriation or condemnation sustained by the demised premises shall be permanently abated from the time of such taking, appropriation or condemnation, and a just proportion of the remainder of the rent hereinbefore reserved, according to the nature and extent of the taking, appropriation or condemnation sustained by the demised premises, shall be abated. If the occupation of the demised premises shall at any time during the term be prohibited, without fault of the Lessee, by action of any public authority not in this Lease otherwise dealt with and provided for, there shall be an abatement of the rent payable by the Lessee hereunder for, during and with respect to the period during which such prohibition shall be effective.

ARTICLE XIX

Right of Termination

This Lease is made on condition that if the Lessee shall neglect or fail to perform or observe any of the material covenants contained herein, and on its part to be performed or observed, and shall have failed to take and prosecute appropriate steps to remedy such breach or default within: (1) ten (10) days after written notice (if required by Article XV) in the case of non-payment of rent); or (2) thirty (30) days after written notice of such breach or default has been given by the Lessor to the Lessee (in cases other than non-payment of rent); or (3) sixty (60) days after written notice of such breach or default has been given, only in the event that a cure, other than for non-payment of rent, cannot be reasonably completed within said thirty (30) days if Lessee has made diligent efforts within said thirty (30) days to remedy such breach or default; or (4) if the estate hereby created shall be taken on execution, or by other process of law; or (5) if the Lessee shall be declared bankrupt or insolvent according to law, or (6) if any assignment shall be made of its property for the benefit of its creditors, then, and in any of said cases (notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance), the Lessor may, immediately, or at any time thereafter, and without further demand or notice, pursuant to law, enter into and upon the demised premises or any part thereof in the name of the whole, and repossesses the same as of its former estate, and expel the Lessee and those claiming by, through or under it and remove its effects without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon entry as aforesaid this Lease shall determine;

and the Lessee covenants that in case of such termination based upon Lessee's default of the Lessee's obligations hereunder, the Lessee will indemnify the Lessor against all loss of rent and other payment which it may reasonably incur by reason of such termination, except such loss and damage which ensues by failure of the Lessor to make reasonable efforts to re-let the demised premises, during the residue of the time first above specified for the duration of the said term.

ARTICLE XX

Provision for Notices

The Lessor agrees that any notice or communication relating to this Lease shall be deemed to have been duly delivered to it when sent by registered or certified mail addressed to it at the address then last in writing notified by the Lessor to the Lessee as an address which the Lessee may use in giving notices and sending other communications under this Lease; and the Lessor hereby notifies the Lessee that it may use in giving notices and sending other communications hereunder the address: Rocco Franciose, Jr., Franciose Bros., Inc., 148 East Central Street, Natick, MA 01760. The Lessee agrees that any notice or communication relating to this Lease shall be deemed to have been duly delivered to it at the premises, or, when sent by registered or certified mail addressed to it: Mole Sauce, Inc., 148 East Central Street, Unit A2, Natick, MA 01760, or at the address then last in writing notified by the Lessee to the Lessor as an address which the Lessor may use in giving notices and sending other communications under this Lease. All notices shall be deemed effective either upon receipt or upon refusal to accept delivery.

ARTICLE XXI

Parking

Lessee, during the term of this Lease and any extension thereof, shall have the right to use for its customers, in common with others entitled thereto, the parking areas located in the said Shopping Center.

ARTICLE XXII

Assignment

The Lessee herein will not assign this Lease nor underlet the whole or any part of the said premises without first obtaining on each occasion the consent in writing of the Lessor; which consent will not be unreasonably withheld, conditioned or delayed, but any assignment will not release the Lessee from its covenants of this Lease.

ARTICLE XXIII

Lessor's Covenants

The Lessor covenants and represents that this Lease and the purposes which it contemplates in no way violate any restrictions which may now exist upon the demised premises.

ARTICLE XXIV

Public Liability and Insurance

Lessee shall maintain with respect to the demised premises, public liability insurance with limits of \$1,000,000.00/\$3,000,000.00 and property damage insurance in limits of \$50,000.00 in companies qualified to do business in Massachusetts with respect to personal injury and property damage, and naming the Lessor as an insured. Upon Lessee providing Lessor with a Certificate of Insurance, documenting that such insurance coverage is in place and that Lessor is named as an additional insured under such

insurance, Lessee shall be given access to the Leased premises.

The Lessor agrees to insure the building of which the demised premises are a part to at least eighty (80%) percent of its insurable value against loss or damage by fire, including risks covered by standard extended coverage, and in case of such loss or damage to repair, rebuild and restore said building with reasonable diligence so that the demised premises shall promptly be put in proper condition and made fit and available for Lessee's use and occupancy, provided that this Lease shall not have been terminated under the provisions hereof.

Each party hereto shall deposit with the other, as the case may be, certificates of such insurance at or prior to the commencement of the term, and thereafter within ten (10) days prior to the expiration of such policies. Such policies shall to the extent obtainable provide that the policies may not be canceled without at least ten (10) days prior written notice to Lessor and Lessee. Such insurance may be maintained by Lessor or Lessee under a blanket policy or policies, so called.

ARTICLE XXV

Interpretation

The various headings herein and the groupings of the provisions of this Lease into separate articles and paragraphs shall not be construed to limit or restrict either the meaning or application of any provision hereof and are for the purpose of convenience only.

The expression "Lessor" shall refer to the Lessor, its successors and assigns, and the expression "Lessee" shall refer to the Lessee, its successors and assigns.

ARTICLE XXVI

Subordination

Lessee shall upon the request of the Lessor in writing subordinate this Lease and the lien hereof to the lien of any present or future mortgage or mortgages upon the demised premises or any property of which the demised premises are a part irrespective of the time of execution or the time of recording of any such mortgage or mortgages.

The word mortgage as used herein includes mortgages, deeds of trust or other similar instruments and modifications, extensions, renewals and replacements thereof and any and all advances thereunder. The Lessee's obligations to subordinate this Lease shall be conditional upon the agreement by such mortgagee that in the event of any entry by the mortgagee to foreclose such mortgage or in the event of a foreclosure of such mortgage, the Lessee, if it is not then or thereafter in default with respect to any of the covenants or conditions of this Lease by the Lessee to be performed or observed, shall peaceably hold and enjoy the demised premises for the remainder of the unexpired term of this Lease upon same terms, covenants and conditions as in this Lease contained and without any hindrance or interruption from the mortgagee.

It is mutually covenanted and agreed by and between the parties hereto that each of the phrases, expressions, terms, conditions, provisions, stipulations, omissions, promises, agreements, requirements and obligations of this Lease shall extend to and bind or inure to the benefit of the successors and assigns of the parties hereto and wherever in this Lease a reference to either of the parties hereto is made, such reference shall be deemed to include wherever applicable a reference to its successors and assigns, the same as if in each case expressed, and all the conditions and covenants

contained in this Lease shall be construed as covenants running with the land.

ARTICLE XXVII

Waiver

It is mutually agreed that if at any time either party hereto shall expressly or by implication waive any breach of any agreement or covenant of this Lease, such waiver shall not be construed as a continuing waiver of other breaches of the same or other terms or conditions of this Lease.

ARTICLE XXVIII

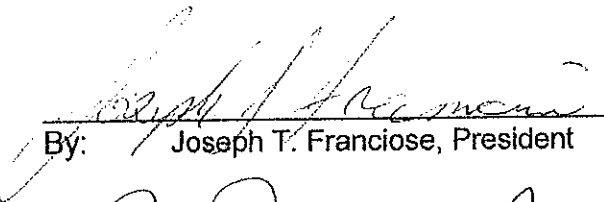
RELEASE

The obligations of the Lessor hereunder are contingent upon the execution of a release of the Leasehold interest for Units A2 and A3 by Torchona Group, LLC, which will be effective, at the time the Lessee obtains a liquor license.

WITNESS the execution hereof under seal the day and year first above written.

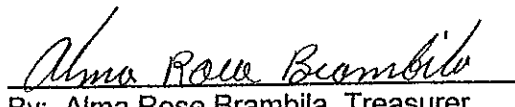
FRANCIOSE BROS., INC. (Lessor)

MOLE SAUCE, INC. (Lessee)

By:  Joseph T. Franciose, President

By:  David Brambila, President

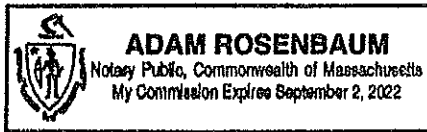
By:  Rocco Franciose, Jr., Treasurer

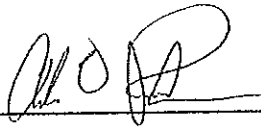
By:  Alma Rose Brambila, Treasurer

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 8th day of ^{May}~~March~~, 2017, before me, the undersigned notary public, personally appeared DAVID BRAMBILA, proved to me through satisfactory evidence of identification, which was Massachusetts Drivers License [personally known to me], to be the person whose name is signed on the preceding or attached document, and acknowledged to me that the signing of the preceding or attached document is signed in my presence by the said DAVID BRAMBILA, as President of Mole Sauce, Inc., and Individually, for its stated purpose.



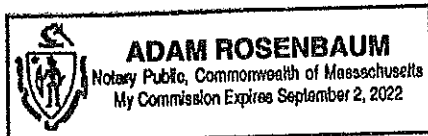


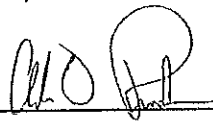
Notary Public
My commission expires: Sept. 2nd, 2022

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 8th day of ^{May}~~March~~, 2017, before me, the undersigned notary public, personally appeared ALMA ROSE BRAMBILA, proved to me through satisfactory evidence of identification, which was Massachusetts Drivers License [personally known to me], to be the person whose name is signed on the preceding or attached document, and acknowledged to me that the signing of the preceding or attached document is signed in my presence by the said ALMA ROSE BRAMBILA, as Treasurer of Mole Sauce, Inc., and Individually, for its stated purpose.



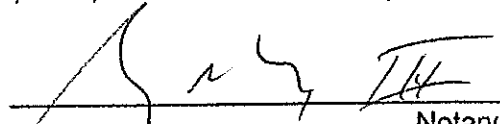


Notary Public
My commission expires: Sept. 2nd, 2022

COMMONWEALTH OF MASSACHUSETTS

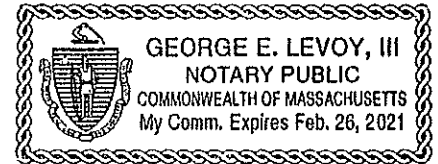
Middlesex, ss.

On this 10th day of ^{May}~~March~~, 2017, before me, the undersigned notary public, personally appeared JOSEPH T. FRANCIOSE, proved to me through satisfactory evidence of identification, which was a license [personally known to me], to be the person whose name is signed on the preceding or attached document, and acknowledged to me that the signing of the preceding or attached document is signed in my presence by the said JOSEPH T. FRANCIOSE, as President of FRANCIOSE BROS., INC., a Massachusetts corporation, for its stated purpose.



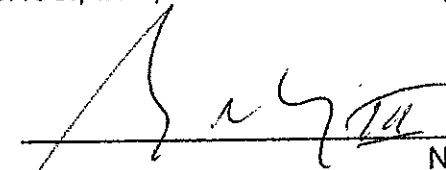
Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

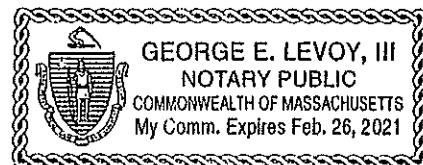


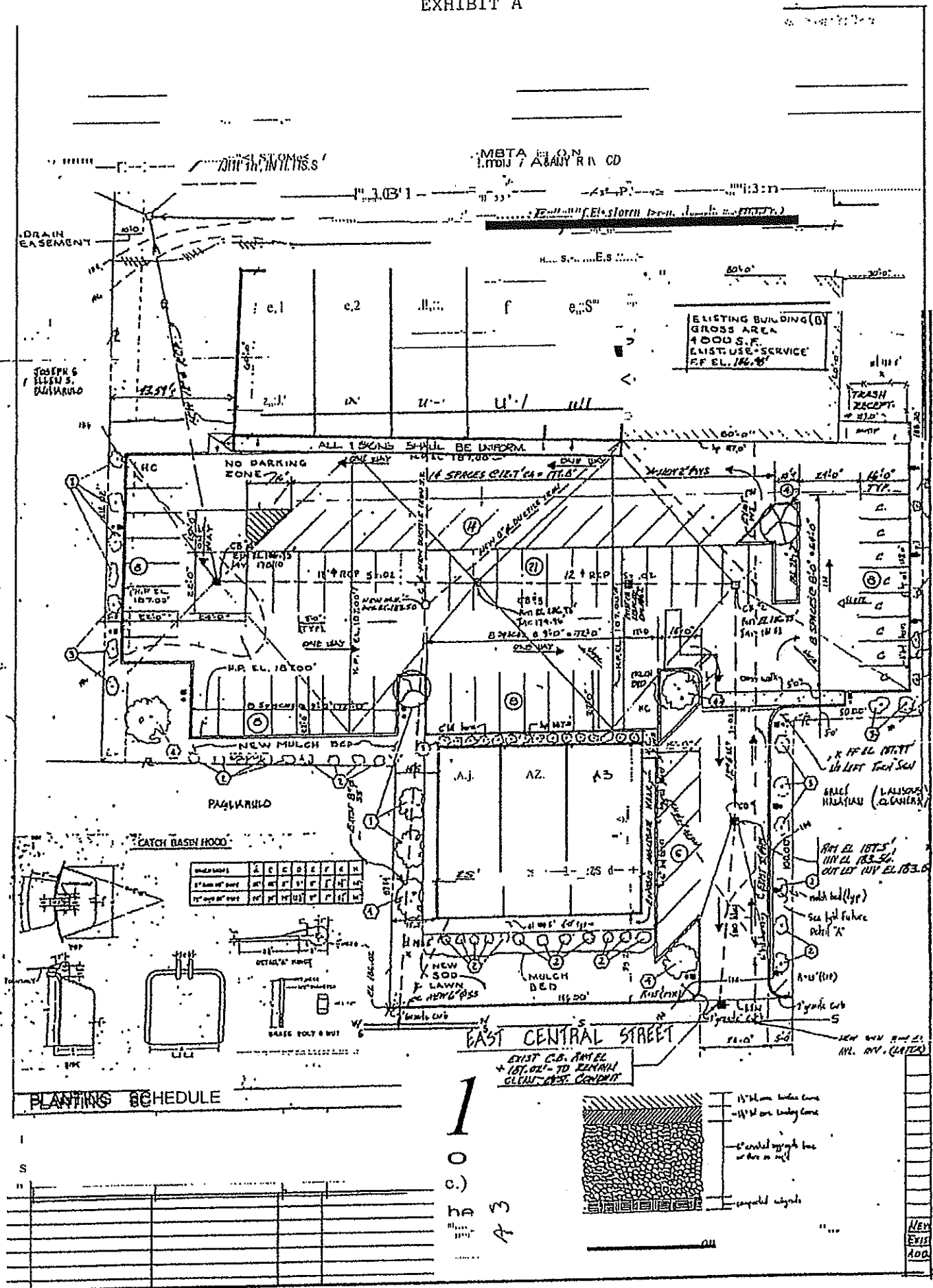
Middlesex, ss.

On this 10th day of ^{May}~~March~~, 2017, before me, the undersigned notary public, personally appeared ROCCO FRANCIOSE, JR., proved to me through satisfactory evidence of identification, which was license [personally known to me], to be the person whose name is signed on the preceding or attached document, and acknowledged to me that the signing of the preceding or attached document is signed in my presence by the said ROCCO FRANCIOSE, JR., as Treasurer of FRANCIOSE BROS., INC., a Massachusetts corporation, for its stated purpose.



Notary Public
My commission expires:





TOWN OF NATICK
PUBLIC HEARING NOTICE

The Board of Selectmen will hold and conduct a public hearing on Monday, June 26, 2017, 7:00 p.m. at the Edward H. Dlott Meeting Room of Natick Town Hall, 13 East Central Street, upon the application of Mole Sauce, Inc. d/b/a Mexicali Grill (David Emmanuel Brambila, Manager), for a restaurant all alcohol license. Mexicala Grill will be located at 148 East Central Street, Units 2&3 and the premises consists of approximately 3300 square feet on the first floor. The premises has 2 entrances and 2 exits.

All persons interested in this application may appear and be heard at the time and place mentioned above.

Richard P. Jennett, Jr., Clerk

MOLE SAUCE INC. DBA MEXICALI GRILL

148 EAST CENTRAL STREET
NATICK, MA 01760

DATE 6-28-17

60-7269/2313

PAY TO THE
ORDER OF

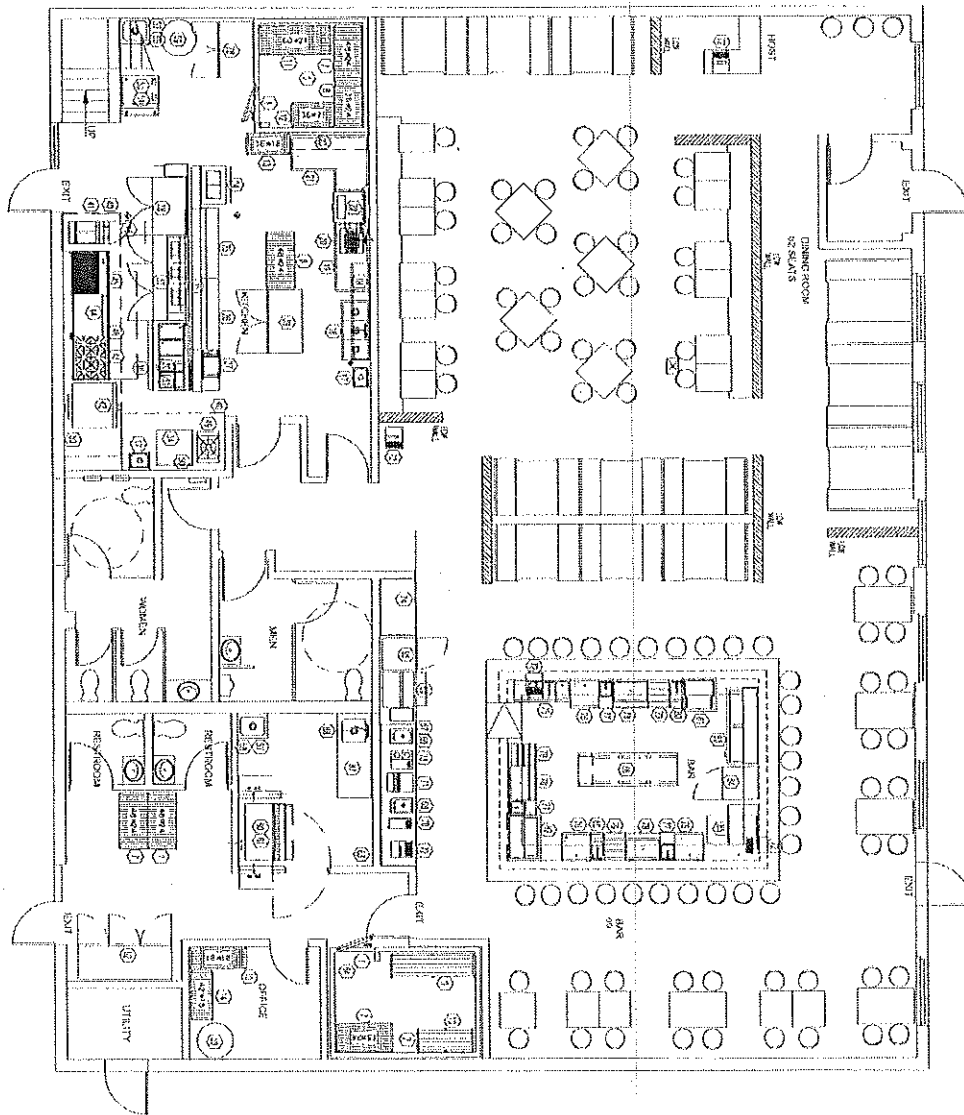
TOWN OF NATICK

\$ 25000

DOLLARS



Details on back



SCALE - 1/4" = 1'

FS-1

MEXICALI GRILL
148 E. CENTRAL STREET
NATICK, MA
**FOODSERVICE EQUIPMENT
LAYOUT**

PROJECT #

Drawn by
S-211
Checked by
S-211
S-211
S-211
S-211

Notes:
1. ALL EQUIPMENT TO BE INSTALLED IN ACCORDANCE WITH THE 2000 INTERNATIONAL FOODSERVICE EQUIPMENT CODE.
2. SEE PLAN FOR DIMENSIONS.



CROMWELL CONSULTING, INC.
47 Union Street, Suite 8, Stoughton, MA 02072
Phone (781) 343-7001 Fax (781) 343-7054

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