



**LIQUORLICENSE.COM**

2222 Damon St. • Los Angeles, CA 90021  
Phone: 1-800-222-5777 • Fax: 1-800-771-0254

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Thursday, August 30, 2018

**Via Fedex Tracking No. 7731 0625 9470**

To: Town of Natick  
Donna Veno  
13 East Central St.  
Town of Natick, MA 01760

Re: Smashburger  
1298 Worcester St.  
Town of Natick, MA 01760  
**Transfer Liquor License Application**

Dear Donna,

Please find the with regard to the above-mentioned location.

1. Checklist
2. Payment Confirmation 240003
3. State Liquor License Application
4. Beneficial Interest Form – Icon Burger Acquisition LLC
5. CORI Request Form – Tom Ryan
6. Beneficial Interest Form – Tom Ryan
7. Corporate Vote Form
8. COI
9. Workers' Compensation Insurance Affidavit
10. TIPs Certification
11. Check No. 006413 in the amount of \$75.00 made payable to The Town of Natick
12. Town of Natick CV application
13. Sales Tax
14. Floor Plan
15. Menu
16. Certificate of good standing
17. Lease

Should you have any questions, please feel free to contact me directly.

Sincerely,

*Lupe Martinez*

Direct: (213) 417-2345



*The Commonwealth of Massachusetts*  
*Alcoholic Beverages Control Commission*  
239 Causeway Street  
Boston, MA 02114  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

**APPLICATION FOR A RETAIL ALCOHOLIC BEVERAGES LICENSE**

The following documentation is required as a part of your retail license application.

*ABCC investigators reserve the right to request additional documents as a part of their investigation.*

- ☒ Monetary Transmittal Form with \$200 fee  
You can PAY ONLINE or include a \$200 check made out to the ABCC
- ☒ Retail Application (this packet)
- ☒ Beneficial Interest - Individual Form *manager = Tom Regan*  
For any individual with direct or indirect interest in the proposed licensee
- ☒ Beneficial Interest - Organization Form *Icon Burger*  
For any organization with direct or indirect interest in the proposed licensee
- ☒ CORI Authorization Form *manager = Tom Regan*  
For the manager of record AND any individual with direct or indirect interest in the proposed licensee. This form must be notarized with a stamp\*
- ☒ Proof of Citizenship for proposed manager of record *manager*  
Passport, US Birth Certificate, Naturalization Papers, Voter Registration
- ☒ Vote of the Corporate Board  
A corporate vote to apply for a new / transfer of license and a corporate vote to appointing the manager of record, signed by an authorized signatory for the proposed licensed entity
- ☒ Business Structure Documents  
If Proposed Licensee is applying as:
  - A Corporation or LLC - **Articles of Organization** from the Secretary of the Commonwealth
  - A Partnership - **Partnership Agreement**
  - Sole Proprietor - **Business Certificate**
- ☒ Purchase and Sale Documentation  
Required if this application is for the transfer of an existing retail alcoholic beverages license
- ☒ Supporting Financial Documents  
Documentation supporting any loans or financing, including pledge documents, if applicable
- ☒ Floor Plan  
Detailed Floor Plan showing square footage, entrances and exits and rooms
- ☒ Lease  
Signed by proposed licensee and landlord. If lease is contingent upon receiving this license, a copy of the unsigned lease along with a letter of intent to lease, signed by licensee and landlord
- ☒ Additional Documents Required by the Local Licensing Authority

\* Excludes Officers and Directors of Non-Profit Clubs

## Your Payment Has Been Approved

**Customer Name** Smashburger  
**License Type** Retail License Filing Fee  
**Method Of Payment** Checking  
**Bank Account Number** \*\*\*\*2025

**Your Confirmation Number Is 240003.**

[Exit](#) [Make Another Payment](#) [Print](#)



*The Commonwealth of Massachusetts*  
**Alcoholic Beverages Control Commission**  
239 Causeway Street  
Boston, MA 02114  
[www.mass.gov/abcc](http://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

N/A

IF USED EPAY, CONFIRMATION NUMBER

240003

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

LICENSEE NAME

Smashburger Acquisition - Boston LLC

ADDRESS

1298 Worcester St.

CITY/TOWN

Town of 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 checked="" 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 type="checkbox"/> New License                    | <input type="checkbox"/> Seasonal to Annual   |   |
| <input type="checkbox"/> Other                           | <input type="text"/>                                    |   |   |

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**



*The Commonwealth of Massachusetts*  
**Alcoholic Beverages Control Commission**  
239 Causeway Street  
Boston, MA 02114  
[www.mass.gov/abcc](http://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)**

Smashburger Acquisition - Boston LLC

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

Purchase

**3. LICENSE INFORMATION / QUOTA CHECK**

City/Town

Town of Natick

On/Off-Premises

On-Premises

TYPE

\$12 Restaurant

CATEGORY

Wines and Malt Beverages

CLASS

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:

Lupe

Middle:

Last Name: Martinez

Title:

Authorized Representative

Primary Phone:

213.417.2345

Email:

lupe@liquorlicense.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
Icon Burger Acquisition LLC	Stockholder	100	
Thomas C. Ryan	CEO	0	

## APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

### 5. OWNERSHIP (continued)

Name	Title / Position	% Owned	Other Beneficial Interest
	▼		
	▼		
	▼		
	▼		
	▼		

### 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
1	2345 sq. ft.	1

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

Landlord Name

Landlord Phone

Lease Beginning Term

Lease Ending Term

Rent per Month

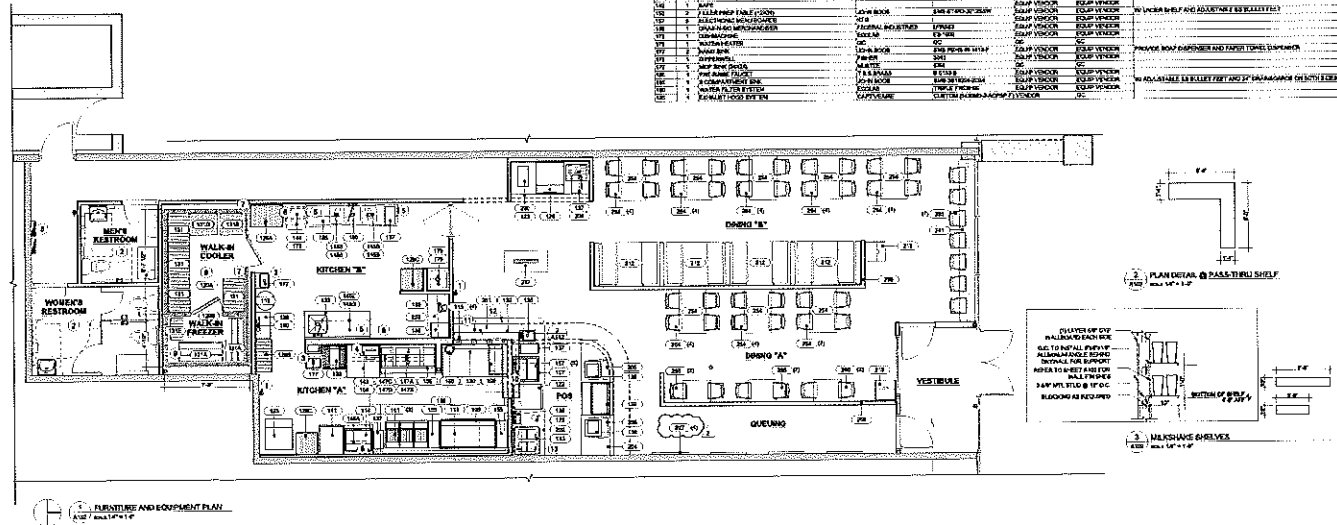
Rent per Year

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

[illegible][illegible][illegible][illegible]

1107

1107

## 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:	Smashburger Acquisition - Boston LLC	FEIN:	32-0567699
DBA:	Smashburger #1707	Fax Number:	
Primary Phone:	303.633.1544	Email:	licensing@smashburger.com
Alternative Phone:	303.633.1500	Legal Structure of Entity	LLC

#### Business Address (Corporate Headquarters)

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

Street Number:	3900	Street Name:	E. Mexico Ave., Suite 1100
City/Town:	Denver	State:	CO
Zip Code:	80210	Country:	

#### 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

<p>Are you a U.S. Citizen? <input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p>Have you ever been convicted of a state, federal, or military crime? <input type="radio"/> Yes <input checked="" type="radio"/> No If yes, attach an affidavit that lists your convictions with an explanation for each</p> <p>Have you ever been Manager of Record of a license to sell alcoholic beverages? <input type="radio"/> Yes <input checked="" type="radio"/> No</p> <p>If yes, please list the licenses for which you are the <u>current</u> or <u>proposed</u> manager:</p> <div style="border: 1px solid black; height: 60px; width: 200px;"></div>	<p>Do you have direct, indirect, or financial interest in this license? <input type="radio"/> Yes <input checked="" type="radio"/> No</p> <p>If yes, percentage of interest <input type="text"/></p> <p>If yes, please indicate type of Interest (check all that apply):</p> <table border="0"> <tr> <td><input type="checkbox"/> Officer</td> <td><input type="checkbox"/> Sole Proprietor</td> </tr> <tr> <td><input type="checkbox"/> Stockholder</td> <td><input type="checkbox"/> LLC Manager</td> </tr> <tr> <td><input type="checkbox"/> LLC Member</td> <td><input type="checkbox"/> Director</td> </tr> <tr> <td><input type="checkbox"/> Partner</td> <td><input type="checkbox"/> Landlord</td> </tr> <tr> <td><input type="checkbox"/> Contractual</td> <td><input type="checkbox"/> Revenue Sharing</td> </tr> <tr> <td><input type="checkbox"/> Management Agreement</td> <td><input type="checkbox"/> Other</td> </tr> </table>	<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
<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
03/2016-08/2018	GM	Massachusetts Burger Ent.	211 N. Main St. Natick, MA 01760	508.650.5100
02/2009-02/2016	GM	Papa Gino's	600 Providence Hwy Dedham, MA 02026	781.329.1946

### 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

## 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	\$333,333.00
C. Costs of Renovations/Construction	N/A
D. Purchase Price of Inventory	\$10,000
E. Initial Start-Up Costs	N/A
F. Other (Please specify)	N/A
G. Total Cost (Add lines A-F)	\$343,333.00

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
Smashburger Acquisition - Boston	\$343,333.00
Total	\$343,333.00

#### 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
N/A			
Total:			N/A

### 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.

N/A

**APPLICANT'S STATEMENT**

I, Thomas C. Ryan the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☒ LLC/LLP member  
Authorized Signatory

of Smashburger Acquisition - Boston LLC, hereby submit this application for On Premise Liquor 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: 

Date: 8-9-2018

Title: CEO

## APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGE LICENSE

### **BENEFICIAL INTEREST - Organization**

Please complete a Beneficial Interest - Organization sheet for all organization(s) who have a direct or indirect beneficial interest, with or without ownership, in this license.

#### **Example:**

ABC Inc. is applying for a liquor license. ABC Inc. is 100% owned by XYZ Inc., which is 100% owned by 123 Inc. XYZ Inc. is considered to have a direct beneficial interest in the proposed licensee (ABC Inc.) and 123 Inc. is considered to have indirect beneficial interest in the proposed licensee (ABC Inc.). Both XYZ Inc. and 123 Inc. should complete a Beneficial Interest - Organization Form.

Entity Name:  FEIN:   
Primary Phone:  Fax Number:   
Alternative Phone:  Email:

### **Business Address**

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

### **Mailing Address**

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

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

### **Publicly Traded**

Is this organization publicly traded? ☐ Yes ☒ No

### **Ownership / Interest**

Using the definition above, does this organization hold a direct or indirect interest in the proposed licensee? ☒ Direct ☐ Indirect

If this organization holds a direct beneficial interest in the proposed licensee, please list the % of interest it holds.

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table on the next page.

**Ownership / Interest**

If this organization holds an indirect interest in the proposed licensee, please list the organization(s) it holds a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN
Smashburger Finance LLC	46-2364487

**Other Beneficial Interest**

List any indirect or indirect beneficial or financial interest this entity has in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address
N/A			

**Prior Disciplinary Action**

Has this entity 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



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

DEBORAH B. GOLDBERG  
TREASURER AND RECEIVER GENERAL

**CORI REQUEST FORM**

JEAN M. LORIZIO, ESQ.  
CHAIRMAN

The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). 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: (IF EXISTING LICENSEE)		LICENSEE NAME: Smashburger Acquisition - Boston LLC	CITY/TOWN: Natick
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**APPLICANT INFORMATION**

LAST NAME: Ryan	FIRST NAME: Thomas	MIDDLE NAME: Clavin
MAIDEN NAME OR ALIAS (IF APPLICABLE): N/A	PLACE OF BIRTH: Grand Rapids, MI	
DATE OF BIRTH: 01/15/1957	SSN: [REDACTED]	ID THEFT INDEX PIN (IF APPLICABLE): N/A
MOTHER'S MAIDEN NAME: Lois Birnbaum	DRIVER'S LICENSE: [REDACTED]	STATE LIC. ISSUED: Colorado
GENDER: MALE	HEIGHT: 6 1	WEIGHT: 215
EYE COLOR: Blue		
CURRENT ADDRESS: 680 N. Clarkson St.		
CITY/TOWN: Denver	STATE: CO	ZIP: 80218
FORMER ADDRESS: 29 Martin Lane		
CITY/TOWN: Englewood	STATE: CO	ZIP: 80013

**PRINT AND SIGN**

PRINTED NAME: Thomas C. Ryan	APPLICANT/EMPLOYEE SIGNATURE: [Signature]
------------------------------	---

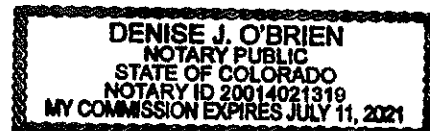
**NOTARY INFORMATION**

On this 8-9-2018	before me, the undersigned notary public, personally appeared Thomas C. Ryan
(name of document signer), proved to me through satisfactory evidence of identification, which <sup>was</sup> <del>were</del> driver's license / in person	
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.	
[Signature: Denise J. O'Brien]	
NOTARY	

**DIVISION USE ONLY**

REQUESTED BY:	
SIGNATURE OF CORI AUTHORIZED EMPLOYEE	

The DCI Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identify 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.



## ALCOHOLIC BEVERAGES CONTROL COMMISSION

### **BENEFICIAL INTEREST CONTACT - Individual** (Formerly known as a Personal Information Form)

Please complete a Beneficial Interest - Individual sheet for all individual(s) who have a direct or indirect beneficial interest, with or without ownership, in this license. This includes people with a financial interest and people without financial interest (i.e. board of directors for not-for-profit clubs). All individuals with direct or indirect financial interest must also submit a CORI Authorization Form.

An individual with direct beneficial interest is defined as someone who has interest directly in the proposed licensee. For example, if ABC Inc is the proposed licensee, all individuals with interest in ABC Inc are considered to have direct beneficial interest in ABC Inc (the proposed licensee).

An individual with indirect beneficial interest is defined as someone who has ownership in a parent level company of the proposed licensee. For example, if ABC Inc is the proposed licensee and is 100% owned by XYZ Inc, all individuals with interest in XYZ Inc are considered to have an indirect beneficial interest in ABC Inc (the proposed licensee).

Salutation	Mr.	First Name	Thomas	Middle Name	Clavin	Last Name	Ryan	Suffix	
Title:	Other		Social Security Number				Date of Birth		01/15/1957
Primary Phone:	303.633.1500		Email:		tryan@smashburger.com				
Mobile Phone:	303.589.6154		Fax Number		N/A				
Alternative Phone:	303.633.1544								

### **Business Address**

Street Number:	3900	Street Name:	E. Mexico Ave. , Suite 1100		
City/Town:	Denver	State:	CO		
Zip Code:	80210	Country:	USA		

### **Mailing Address**

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

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

### **Types of Interest (select all that apply)**

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

### **Citizenship / Residency Information**

Are you a U.S. Citizen? ☒ Yes ☐ No      Are you a Massachusetts Resident? ☐ Yes ☒ No

### **Criminal History**

Have you ever been convicted of a state, federal, or military crime? ☐ Yes ☒ No      If yes, please provide an affidavit explaining the charges.



# ALCOHOLIC BEVERAGES CONTROL COMMISSION

## **BENEFICIAL INTEREST CONTACT - Individual** (continued)

### **Ownership / Interest**

Using the definition above, do you hold a direct ☐ Direct ☒ Indirect or indirect interest in the proposed licensee?

If you hold a direct beneficial interest in the proposed licensee, please list the % of interest you hold.

0

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table below.

### **Ownership / Interest**

If you hold an indirect interest in the proposed licensee, please list the organization(s) you hold a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN
Smashburger Acquisition - Boston LLC	32-0567699

### **Other Beneficial Interest**

List any indirect or indirect beneficial or financial interest you have in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address

### **Familial Beneficial Interest**

Does any member of your immediate family have ownership interest in any other Massachusetts Alcoholic Beverages Licenses? Immediate family includes parents, siblings, spouse and spouse's parents. Please list below.

Relationship to You	ABCC License Number	Type of Interest (choose primary function)	Percentage of Interest

### **Prior Disciplinary Action**

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

## ALCOHOLIC BEVERAGES CONTROL COMMISSION

### **BENEFICIAL INTEREST CONTACT - Individual** (Formerly known as a Personal Information Form)

Please complete a Beneficial Interest - Individual sheet for all individual(s) who have a direct or indirect beneficial interest, with or without ownership, in this license. This includes people with a financial interest and people without financial interest (i.e. board of directors for not-for-profit clubs). All individuals with direct or indirect financial interest must also submit a CORI Authorization Form.

An individual with direct beneficial interest is defined as someone who has interest directly in the proposed licensee. For example, if ABC Inc is the proposed licensee, all individuals with interest in ABC Inc are considered to have direct beneficial interest in ABC Inc (the proposed licensee).

An individual with indirect beneficial interest is defined as someone who has ownership in a parent level company of the proposed licensee. For example, if ABC Inc is the proposed licensee and is 100% owned by XYZ Inc, all individuals with interest in XYZ Inc are considered to have an indirect beneficial interest in ABC Inc (the proposed licensee).

Salutation		First Name	Patrick	Middle Name		Last Name	Dottin	Suffix	Mr.
Title	Employee		Social Security Number				Date of Birth	01/01/1991	
Primary Phone:	617-283-0849		Email:		pdottin18@gmail.com				
Mobile Phone:			Fax Number						
Alternative Phone:									

### **Business Address**

Street Number:	1298	Street Name:	Worcester Street		
City/Town:	Town of Natick		State:	MA	
Zip Code:	01760	Country:	Middlesex		

### **Mailing Address**

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

Street Number:	3900	Street Name:	E. Mexico Avenue #1100		
City/Town:	Denver		State:	CO	
Zip Code:	80202	Country:	USA		

### **Types of Interest (select all that apply)**

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

### **Citizenship / Residency Information**

Are you a U.S. Citizen? ☒ Yes ☐ No      Are you a Massachusetts Resident? ☐ Yes ☒ No

### **Criminal History**

Have you ever been convicted of a state, federal, or military crime? ☐ Yes ☒ No      If yes, please provide an affidavit explaining the charges.

# ALCOHOLIC BEVERAGES CONTROL COMMISSION

## BENEFICIAL INTEREST CONTACT - Individual (continued)

### Ownership / Interest

Using the definition above, do you hold a direct ☐ Direct ☒ Indirect or indirect interest in the proposed licensee?

If you hold a direct beneficial interest in the proposed licensee, please list the % of interest you hold.

Ø

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table below.

### Ownership / Interest

If you hold an indirect interest in the proposed licensee, please list the organization(s) you hold a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN

### Other Beneficial Interest

List any indirect or indirect beneficial or financial interest you have in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address
N/A			

### Familial Beneficial Interest

Does any member of your immediate family have ownership interest in any other Massachusetts Alcoholic Beverages Licenses? Immediate family includes parents, siblings, spouse and spouse's parents. Please list below.

Relationship to You	ABCC License Number	Type of Interest (choose primary function)	Percentage of Interest

### Prior Disciplinary Action

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



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

DEBORAH B. GOLDBERG  
TREASURER AND RECEIVER GENERAL

**CORI REQUEST FORM**

JEAN M. LORIZIO, ESQ.  
CHAIRMAN

The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). 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: Smashburger Boston - Acquisition LLC	CITY/TOWN: Natick
---	--	---	-------------------

**APPLICANT INFORMATION**

LAST NAME: Dottin	FIRST NAME: Patrick	MIDDLE NAME:	
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH: Boston	
DATE OF BIRTH: 01/01/1991	SSN: [REDACTED]	ID THEFT INDEX PIN (IF APPLICABLE):	
MOTHER'S MAIDEN NAME: Alicia Myers	DRIVER'S LICENSE #: [REDACTED]	STATE LIC. ISSUED: Massachusetts	
GENDER: MALE	HEIGHT: 5 5	WEIGHT: 220	EYE COLOR: Brown
CURRENT ADDRESS: 83-85 Kenwood St			
CITY/TOWN: Woonsocket	STATE: RI	ZIP: 02895	
FORMER ADDRESS: 45 Bernard St			
CITY/TOWN: Dorchester	STATE: MA	ZIP: 02124	

**PRINT AND SIGN**

PRINTED NAME: Patrick Dottin	APPLICANT/EMPLOYEE SIGNATURE: [Signature]
------------------------------	---

**NOTARY INFORMATION**

On this 6 September 2018	before me, the undersigned notary public, personally appeared Patrick Dottin
(name of document signer), proved to me through satisfactory evidence of identification, which were Patrick Dottin	
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.	
[Signature] NOTARY	

Resmije Ciria  
Notary Public, New Jersey  
My Commission Expires Oct. 6th, 2022

**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.

CERTIFICATE OF VITAL RECORD

VERIFY PRESENCE OF WATERMARK

HOLD TO LIGHT TO VIEW

The Commonwealth of Massachusetts

DEPARTMENT OF PUBLIC HEALTH  
REGISTRY OF VITAL RECORDS AND STATISTICS

542850

COPY OF RECORD OF BIRTH

REGISTERED NUMBER: 177

CHILD

Name: PATRICK JAVAUGHN DOTTIN  
Date of BIRTH: JANUARY 1, 1991 Time: 2:04 AM  
Sex: MALE Plurality: SINGLE  
Place of Birth: BOSTON, MA

MOTHER

Name: ALICIA MICHELLE MYERS  
Maiden surname: MYERS Date of BIRTH: FEBRUARY 21, 1974  
Birthplace: BOSTON, MA  
Residence: BOSTON, MA

FATHER

Name: SHAWN ANDERSON DOTTIN  
Birthplace: ST JAMES, BARBADOS  
Date of BIRTH: JULY 16, 1967

Date of RECORD: JANUARY 22, 1991

WITNESS my hand and the SEAL OF THE DEPARTMENT OF PUBLIC  
HEALTH at Boston on this 26th day of FEBRUARY 2008.

*Stanley E. Nye*

Registrar of Vital Records and Statistics

I, the undersigned, hereby certify that I am the Registrar of Vital Records and Statistics;  
that as such I have custody of the records of birth, marriage, and death required by law to  
be kept in my office; and I do hereby certify that the above is a true copy from said  
records.

IT IS ILLEGAL TO ALTER OR REPRODUCE THIS DOCUMENT IN ANY MANNER

VOID WITHOUT WATERMARK OR IF ALTERED OR ERASED

VOID IF ALTERED OR ERASED

VOID IF ALTERED OR ERASED

MA

www.mass.gov/rmv  
MA 16-20-2017

91-01-1991

CLASS -

D: Small vehicle less than 26,001  
lbs, except school bus.

ENDORSEMENTS -  
NONE

RESTRICTIONS -  
NONE



CHANGE OF ADDRESS: PRINT BELOW: PERMANENT INK

SOCIAL SECURITY

PATRICK J  
DOTTIN  
ADMINISTRATOR

SIGNATURE

03/22/2016

CORPORATE VOTE FORM

DATE: 8.9.18

At a meeting of the Board of Directors of (name of Corporation),  
Smashburger Acquisition - Boston LLC, held at  
(address of meeting) 3900 E. Mexico Ave., Denver, CO 80210, on  
(date of meeting) 8.1.18, it was duly voted that the Corporation apply to the Licensing  
(insert action/matter/license being applied for):  
Transfer of a Liquor License - On Premise

The Directors:

"VOTED: To authorize (name of person) Thomas C. Ryan  
to sign the application submitted in the name of (name of Corporation) Smashburger Acquisition - Boston LLC, and to execute in the Corporation's behalf, any  
necessary papers and do all things required to have the application granted."

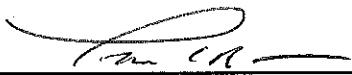
"VOTED: To appoint (name of person) Patrick Dottin  
of (name of business/Corporation) Smashburger Acquisition - Boston LLC as its  
manager or principal representative, and hereby grant him/her with full authority and control of the premises described in the  
license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise  
if it were a natural person residing in the Commonwealth of Massachusetts."

"VOTED: That a copy of this vote duly certified by the Clerk of the Corporation and delivered to the manager  
appointed, or principal representative, shall constitute the written authority required by G. L. c. 138, § 26."

It is hereby certified that all the Directors of (name of Corporation),  
Smashburger Acquisition - Boston LLC, a Corporation  
duly organized under the laws of the Commonwealth of Massachusetts, are citizens of the United States and a majority are  
residents of the Commonwealth of Massachusetts.

This Corporation has (insert "not," if applicable) not been dissolved.

A true copy attest,

  
\_\_\_\_\_  
Corporation Clerk's signature  
CEO'S.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/30/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MARSH USA Inc. 400 West Market Street, Suite 700 Louisville, KY 40202 Attn: Louisville.certrequest@marsh.com	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b>
<b>INSURED</b> Smashburger Acquisition Boston LLC 3900 E. Mexico Avenue Suite 1100 Denver, CO 80210	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> ACE American Insurance Company <b>INSURER B:</b> ACE Property And Casualty Ins Co <b>INSURER C:</b> Somo America Insurance Company <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b> 22667 20699

## COVERAGES

CERTIFICATE NUMBER:

SEA-003572596-01

REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X		XSLG71209283	06/10/2018	06/10/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CALH25159536	06/10/2018	06/10/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			G71139906001 Subject to a self-insured retention for various perils covered.	06/10/2018	06/10/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLRC65224720 (AOS except ND, OH, WA, WY)	06/10/2018	06/10/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Property			HPRS1007H0	06/10/2018	06/10/2019	Blanket Limit \$ 50,000,000 Deductible SEE ATTACHED

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Smashburger Store #1707 located at 1298 Worcester Street, Natick, MA, 01760

The property policies evidenced contain various sublimits and are subject to insureds deductibles and specific to various perils covered. If you would like additional information regarding these sublimits or deductibles, please contact the insured. Other deductibles may apply per policy terms and conditions. The Town of Natick is included as Additional insured on the general and liquor liability policies if required by written contract or agreement subject to the policy terms and conditions.

## CERTIFICATE HOLDER

Town of Natick  
13 E. Central Street  
Natick, MA 01760

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
of Marsh USA Inc.

Nathan Mulhauser

© 1988-2016 ACORD CORPORATION. All rights reserved.



AGENCY CUSTOMER ID: CN107481518

LOC #: Denver



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA Inc.		NAMED INSURED Smashburger Acquisition Boston LLC 3900 E. Mexico Avenue Suite 1100 Denver, CO 80210
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

The property policies evidenced contain various sublimits and are subject to Insureds deductibles and specific to various perils covered. If you would like additional information regarding these sublimits or deductibles, please contact the insured. Other deductibles may apply per policy terms and conditions.

## Liquor Liability

Policy Number: HDOG71209325  
ACE American Insurance Company  
Effective Date: 06/10/2018  
Expiration Date: 06/10/2019

## Limits:

Each Common Cause: \$1,000,000  
Aggregate: \$2,000,000



**The Commonwealth of Massachusetts**  
**Department of Industrial Accidents**  
**1 Congress Street, Suite 100**  
**Boston, MA 02114-2017**  
**www.mass.gov/dia**

**Workers' Compensation Insurance Affidavit: General Businesses.**  
**TO BE FILED WITH THE PERMITTING AUTHORITY.**

**Applicant Information**

**Please Print Legibly**

Business/Organization Name: Smashburger Acquisition - Boston LLC d/b/a Smashburger #1707

Address: 1298 Worcester St.

City/State/Zip: Town of Natick, MA 01760

Phone #: 310.633.1544

**Are you an employer? Check the appropriate box:**

1. ☒ I am an employer with 18 employees (full and/or part-time).\*
2. ☐ I am a sole proprietor or partnership and have no employees working for me in any capacity.  
[No workers' comp. insurance required]
3. ☐ We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]\*\*
4. ☐ We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

**Business Type (required):**

5. ☐ Retail
6. ☒ Restaurant/Bar/Eating Establishment
7. ☐ Office and/or Sales (incl. real estate, auto, etc.)
8. ☐ Non-profit
9. ☐ Entertainment
10. ☐ Manufacturing
11. ☐ Health Care
12. ☐ Other \_\_\_\_\_

\*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

\*\*If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

***I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.***

Insurance Company Name: ACE USA Property & Casualty

Insurer's Address: 1 Beaver Valley Road

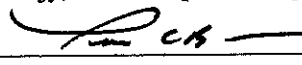
City/State/Zip: Wilmington, DE 19803

Policy # or Self-ins. Lic. # WLR C6 52 24 72 0 Expiration Date: 6/10/2019

**Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).**

Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

***I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.***

Signature: 

Date: 8-9-2018

Phone #: 303-633-1544

***Official use only. Do not write in this area, to be completed by city or town official.***

City or Town: \_\_\_\_\_ Permit/License # \_\_\_\_\_

Issuing Authority (circle one):

1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office  
6. Other \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_

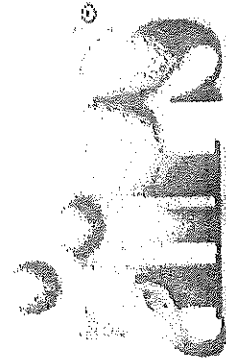
# Certificate of Completion

This Certificate of Completion of  
**eTIPS On Premise 3.0**  
For coursework completed on June 24, 2018  
provided by Health Communications, Inc.  
is hereby granted to:

**Jared Wiernicki**

Certification to be sent to:

**Smash Burger**  
1298 Worcester St  
Natick MA, 01760-1501 USA



INC.

HEALTH

# Certificate of Completion

This Certificate of Completion of  
**eTIPS On Premise 3.0**  
For coursework completed on June 23, 2018  
provided by Health Communications, Inc.  
is hereby granted to:

**Justin Griffith Silverman**

Certification to be sent to:

**Smash Burger**  
1298 Worcester St  
Natick MA, 01760-1501 USA



HEALTH

IPC

This certificate is a record of eTIPS coursework. It is not a certification that you have completed the course. A full certificate of completion will be forwarded to you.

# Certificate of Completion

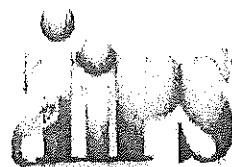
This Certificate of Completion of  
**eTIPS On Premise 3.0**  
For coursework completed on June 21, 2018  
provided by Health Communications, Inc.  
is hereby granted to:

**Xavier Williams**

Certification to be sent to:

**Smash Burger**  
**1298 Worcester St**  
**Natick MA, 01760-1501 USA**

HEALTH COMMUNICATIONS, INC.



This document is not proof of eTIPS certification. It indicates only that you have completed the course. Valid certification documents will be forwarded to you.



Commonwealth of Massachusetts  
Department of Revenue  
Christopher C. Harding, Commissioner

mass.gov/dor

Letter ID: L0049753216  
Notice Date: June 26, 2018  
Account ID: MLS-18896688-003



## SALES TAX ON MEALS AND BEVERAGES REGISTRATION CERTIFICATE

---

LICENSING DEPARTMENT  
SMASHBURGER ACQUISITION - BOSTON  
SMASHBURGER  
3900 E MEXICAN AVE STE 1100  
DENVER CO 80210

Attached below is your Sales Tax on Meals and Beverages Registration Certificate (Form MT-1). Cut along the dotted line and display at your place of business. You must report any change of name or address to us so that a correct MT-1 can be issued.

At any time, you can log into your MassTaxConnect account at [mass.gov/masstaxconnect](http://mass.gov/masstaxconnect) to view and re-print a copy of this certificate.

DETACH HERE

---



**MASSACHUSETTS DEPARTMENT OF REVENUE**  
**Sales Tax on Meals and Beverages Registration Certificate**

**Form MT-1**

**This registration must be posted and visible at all times.**

SMASHBURGER ACQUISITION - BOSTON LLC  
1298 WORCESTER ST  
NATICK MA 01760-1501

**Account ID:** MLS-18896688-003  
**Certificate Number:** 7440384

This certifies that the taxpayer named above is registered under Chapters 62C and 64H of the Massachusetts General Laws to sell meals and beverages at the address shown above. This registration is non-transferable and may be suspended or revoked for failure to comply with state laws and regulations.

**Effective Date:** July 31, 2018



Commonwealth of Massachusetts  
Department of Revenue  
Christopher C. Harding, Commissioner

mass.gov/dor

Letter ID: L1123495040  
Notice Date: June 26, 2018  
Account ID: SLS-18896688-004



## SALES AND USE TAX REGISTRATION CERTIFICATE

---

LICENSING DEPARTMENT  
SMASHBURGER ACQUISITION - BOSTON  
SMASHBURGER  
3900 E MEXICAN AVE STE 1100  
DENVER CO 80210

Attached below is your Sales and Use Tax Registration Certificate (Form ST-1). Cut along the dotted line and display at your place of business. You must report any change of name or address to us so that a revised ST-1 can be issued.

At any time, you can log into your MassTaxConnect account at [mass.gov/masstaxconnect](http://mass.gov/masstaxconnect) to view and re-print a copy of this certificate.

DETACH HERE

---



**MASSACHUSETTS DEPARTMENT OF REVENUE**

**Form ST-1**

### **Sales and Use Tax Registration Certificate**

**This registration must be posted and visible at all times.**

SMASHBURGER ACQUISITION - BOSTON LLC  
1298 WORCESTER ST  
NATICK MA 01760-1501

**Account ID:** SLS-18896688-004  
**Certificate Number:** 1081182208

This certifies that the taxpayer named above is registered under Chapters 62C, 64H and 64I of the Massachusetts General Laws to sell tangible personal property at retail or for resale at the address shown above. This registration is non-transferable and may be suspended or revoked for failure to comply with state laws and regulations.

**Effective Date:** July 31, 2018





## INDENTURE OF LEASE

THIS INDENTURE OF LEASE made the 28<sup>th</sup> day of March, 2013, by and between HC ATLANTIC DEVELOPMENT LIMITED PARTNERSHIP, a Massachusetts limited partnership with a mailing address c/o Harold Cohen Associates, Inc., 393 Totten Pond Road, Suite 203, Waltham, Massachusetts 02451-2013 (hereinafter referred to as "Landlord"), of the one part; and SAVIN BURGER, LLC, a Connecticut limited liability company, having a mailing address of 77 Sterling Road, East Hartford, CT 06108 (hereinafter referred to as "Tenant") of the other part.

## WITNESSETH:

### ARTICLE I. PREMISES

Section 1. The Landlord hereby leases to the Tenant, and the Tenant hereby leases from the Landlord, upon and subject to the terms and provisions of this lease, the portion of the building (which portion is sometimes hereinafter referred to as the "demised premises") shown as Space 18 on Exhibit "A" hereto annexed and made a part hereof, having frontage of approximately 27.3 feet with a depth which varies, containing a total square footage of 2,345 square feet. Said building is located, as shown on said Exhibit, on a tract of land in Natick, Middlesex County, Massachusetts, bounded on the north by Worcester Street Route 9, on the west by Dean Road and on the east by Strathmore Road, now known as Sherwood Plaza.

Excepting and reserving to Landlord the roof and exterior walls of the building or buildings of which the demised premises are a part except that no material change in the condition of said walls or roof shall be made by the Landlord without the Tenant's consent (which shall not be unreasonably withheld or delayed) unless necessary in the repair or maintenance thereof, as hereinafter provided; and further reserving to the Landlord the right to replace and maintain and repair such utility lines, pipes, and the like in, over and upon the demised premises as have been installed in the building.

### ARTICLE II. TERM OF LEASE

Section 1. TO HAVE AND TO HOLD the demised premises unto Tenant for the term of one hundred twenty (120) calendar months (plus the partial month, if any) immediately following the commencement of the term hereof.

Section 2. The term hereof shall commence on the earlier to occur of: (i) the one hundred twentieth (120<sup>th</sup>) day following the last to occur of (a) Tenant's receipt of a lease executed by Landlord, (b) Tenant's receipt of Landlord's approval of Tenant's plans and specifications for Tenant's Initial Work (hereafter defined), (c) Landlord's delivery of possession of the demised premises (d) the Permit Receipt Date (hereafter defined) , or (ii) the date that Tenant shall first open for business.

The parties hereto agree to execute a supplemental instrument establishing the commencement date and expiration date of the term of this lease as soon as the same has been determined.

Section 3. The Tenant, subsequent to delivery of possession and prior to the commencement of the term hereof, shall be permitted to install fixtures and other equipment and to do other work, provided, however, that such activities of the Tenant shall not interfere with the normal conduct of business in the balance of the Shopping Center.

### ARTICLE III. RENT

Section 1. The Tenant covenants and agrees to pay to the Landlord at Landlord's office in Waltham, or at such place as Landlord shall from time to time designate in writing, minimum rent for the demised premises, in advance, on the first day of each and every month during the term hereof, at the following rates: (i) for and with respect to the first three months of the initial term hereof, at the rate of \$1.00 per month, and (ii) for and with respect to the next ensuing fifty-seven calendar months of the initial term hereof, at the rate of \$93,800.00 per annum (and proportionately at such rate for any partial month at the beginning of the initial term hereof) and (iii) for and with respect to the balance of the initial term hereof, at the rate of \$105,525.00 per annum.

Until further notice from Landlord all checks shall be made payable to HC ATLANTIC DEVELOPMENT LIMITED PARTNERSHIP, and shall be sent c/o Harold Cohen Associates, Inc., 393 Totten Pond Road, Suite 203, Waltham, MA 02451-2013. For and with respect to each installment of minimum rent that is not paid within ten (10) days of the date when due, Tenant shall pay to Landlord, on demand, as additional rent, a late charge in an amount equal to five percent (5%) of the amount of the overdue payment for the purpose of defraying Landlord's administrative expenses relative to handling such overdue payment.

Section 2. The first "lease year" is hereby defined to mean the twelve (12) full calendar months, plus the partial month, if any, commencing on the date that the Tenant shall first open for business in the demised Premises, and thereafter, the term "lease year" is hereby defined to mean each twelve (12) calendar month period following the expiration of the first lease year of the term hereof.

### ARTICLE IV. REMODELLING

Section 1. Tenant acknowledges that Tenant has inspected the demised premises and agrees to accept possession of the same on a strictly "AS IS" basis, without any representation or warranty by Landlord with respect to the condition thereof except that Landlord agrees to perform the following work ("Landlord's Work"). Landlord shall cause the demised premises, at the time of delivery of possession thereof to Tenant, to be (i) in the condition described in Exhibit F, and (ii) in compliance with all federal, state and local codes, and (iii) free of any hazardous substance and/or asbestos of which Landlord is aware and which have not been remediated in compliance with applicable law

Section 2. Promptly following delivery of possession of the demised premises to Tenant and the Permit Receipt Date (hereinafter defined), Tenant shall perform all work ("Tenant's Initial Work") necessary in order properly to equip the demised premises for the conduct of Tenant's business therein in accordance with plans and specifications approved by Landlord. Tenant agrees timely to apply for a beer and wine license and all permits necessary for the commencement of Tenant's Initial Work, including without limitation, all permits necessary for Tenant's signage at the demised premises and to diligently pursue the obtaining of such permits (collectively, the "Permits"). The date of the receipt of the Permits is herein referred to as the "Permit Receipt Date." In the event the Permit Receipt Date shall not have occurred, for any reason, prior to August 31, 2013, Landlord and Tenant shall each have, thereafter until the Permit Receipt Date shall have occurred, the right and option to terminate this Lease by five (5) days' notice to the other party as the terminating party's sole remedy.

## ARTICLE V. MAINTENANCE OF COMMON AREAS

Section 1. With regard to the parking facilities now constructed on the Shopping Center, Landlord agrees to cause said parking facilities, including lighting thereof, to be maintained in reasonably good repair and in reasonably clean condition, and reasonably clear of snow at all times.

Section 2. The Landlord agrees that the Tenant shall, during the term hereof, with others, have the nonexclusive right to use the parking facilities designated by the Landlord within the Shopping Center (including any parking areas outside the Shopping Center provided and designated by Landlord) for the accommodation and parking of such automobiles of the Tenant, its officers, agents and employees, and its customers while shopping in the Shopping Center; but it is understood and agreed that the Landlord shall have the right to designate from time to time, and to change from time to time, the portions of the Shopping Center that shall be used as parking areas, approaches, exits, entrances, roadways, and the like, provided, except to the extent otherwise required by governmental authorities, such changes shall not reduce parking in front of the demised premises or materially reduce the number of available parking spaces in the Shopping Center, or materially obstruct access to or the visibility of the demised premises. Landlord agrees, however, not to place any kiosk or display elements or other obstructions in that portion of the common areas of the Shopping Center outlined on Exhibit "A" as "Visibility Area" if such placement would unreasonably interfere with the visibility of Tenant's storefront or exterior signage from Route 9.

Section 3. In addition to all of the payments herein provided to be made by Tenant to Landlord, and as part of the total rent to be paid by Tenant to Landlord, the Tenant covenants and agrees to pay to Landlord the amount set forth, or determined as provided in, Exhibit "D" hereto annexed and hereby made a part hereof.

Section 4. Tenant agrees to cause Tenant's employees to park their cars only on such areas as Landlord may from time to time designate as employee parking areas and such employee parking areas may be outside the Shopping Center but shall be within a reasonable distance of the demised premises.

Section 5. Tenant shall also have a license (revocable at any time by Landlord), at no additional charge to Tenant, to use a portion of the area outside of the demised premises as shown

on Exhibit "A" as an outdoor seating area for Tenant's customers but the use of such area shall always be subject to the following conditions: (a) that such use of such outdoor area shall always comply with all laws, rules, regulations and directives of every kind and nature of every governmental and quasi governmental authority having jurisdiction there over, and (b) Tenant shall maintain (including, without limitation, the removal of all trash, refuse and debris therefrom), clean and police such area at Tenant's sole cost and expense, and (c) no alcoholic beverages of any kind shall be permitted to be consumed in such area, and (d) Tenant's customers do not annoy or molest any other patrons of the Shopping Center or congregate in a manner as to interfere with the normal and ordinary functioning of the Shopping Center or any portion thereof as a first class, family oriented shopping center. In addition, the terms and provisions of subsection B of Section 18 of Article XIX shall apply to the use of such area by Tenant.

#### **ARTICLE VI.** **UTILITIES**

Section 1. Tenant shall pay for all of its requirements for utilities, including, but not limited to, gas, steam, water, electricity, sewer charges, and the like, including all utilities necessary for heating and air conditioning its premises. In the event that Landlord shall elect to supply any of such utilities, Tenant agrees to purchase the same from Landlord, provided the rate does not exceed the rate which Tenant would be required to pay to the utility company furnishing the same to the Shopping Center. Further, Tenant shall pay for all utilities consumed on the demised premises from the date of delivery of possession thereof by Landlord to Tenant to the date of the commencement of the term of this lease.

#### **ARTICLE VII.** **USE OF PREMISES**

Section 1. It is understood, and the Tenant so agrees, that the demised premises during the term of this lease shall be used and occupied by the Tenant only for the operation of a high quality, family oriented dine-in hamburger and take out restaurant serving prepared burgers and other related food items as are typically sold in Smashburger restaurants, and for no other purpose or purposes. Landlord acknowledges that Tenant intends promptly to apply for all permits and licenses necessary in connection with the sale of beer and wine for on-premises consumption at the demised premises, and Landlord agrees that, provided Tenant complies with all of the terms and provisions hereof, Tenant may do so.

For such period of time as there shall be served in the demised premises alcoholic beverages of any kind, Tenant agrees to maintain, with responsible insurance companies approved by Landlord, and in limits approved by Landlord (initially, such approved limits being \$1,000,000), so-called "dram shop" insurance, which shall adequately insure Landlord and Landlord's agents, principals and co-principals, disclosed or undisclosed, and lenders against all claims, demands or actions for injury to, or death of, one person or multiple persons, in one or more accidents, and for damage to property, as well as for damages due to the loss of means of support, so that at all times Landlord will be fully and completely protected against any claims which may arise by reason of the dispensing of alcoholic beverages in the demised premises. Certificates of such insurance shall at all times be deposited with the Landlord, showing current insurance in force; and all such policies shall provide that the same may not be cancelled or the coverage reduced without at least ten (10) days' prior written notice to Landlord.

Section 2. Neither Tenant's ability to obtain any permits or licenses in connection with the sale of beer and wine nor Tenant's ability otherwise to sell beer and wine shall be a condition to this lease, and this lease shall remain in full force and effect regardless whether Tenant is able to sell beer and wine from the demised premises except that, if Tenant shall have applied for such permits or licenses and shall have diligently pursued the obtaining of such permits or licenses (which Tenant hereby agrees to do), and Tenant shall not have obtained such permits or licenses on or before the sixtieth day following the execution hereof by Tenant, either Landlord or Tenant may terminate this Lease by delivery of notice of termination to the other of them given before the sixty-fifth day following the execution hereof by Tenant (the "Outside Lease Termination Date"). If neither party shall have given such notice on or before the Outside Lease Termination Date (time being of the essence), the right to terminate this Lease on account of failure to obtain such permit shall be void and of no further force or effect. Furthermore, Tenant acknowledges and agrees that Landlord shall not be required to commence Landlord's work until a reasonable time after the earlier of the receipt of such permit by Tenant or the Outside Lease Termination Date. In no event shall Tenant sell or dispense beer and wine other than in strict compliance with all laws, rules and regulations pertaining thereto, and in no event shall Tenant sell or dispense alcoholic beverages other than beer and wine from the demised premises nor shall Tenant sell or dispense beer or wine or both for other than on-premises consumption. SEE ADDITIONAL PROVISIONS in subsection B of Section 18 of Article XIX.

Section 3. Tenant further agrees to conform to the following provisions during the entire term of this lease:

- (a) Tenant shall always conduct its operations in the demised premises under its present trade name or the trade name required by its franchisor and utilized for similar operations of franchisor in New England, unless Landlord shall otherwise consent in writing, which consent shall not be unreasonably withheld.
- (b) No sales or promotions may be conducted within the demised premises other than in the normal course of the Tenant's continuing business operations therein. Without limiting the generality of the foregoing, no auction, fire, bankruptcy, "lost our lease" or "going out of business" sales (or the like, however denominated) may be conducted within the demised premises without the previous written consent of the Landlord.
- (c) Tenant shall not use the sidewalks adjacent to the demised premises or the recessed vestibules, if any, of the demised premises for business purposes without the previous written consent of the Landlord except as explicitly provided in Section 5 of Article VI hereinabove.
- (d) Tenant shall keep the display windows of the demised premises clean and shall keep the same electrically lighted during such periods of time as windows throughout a major portion of the Shopping Center development are kept lighted.

- (e) Tenant shall receive and deliver goods and merchandise only in the manner, at such times, and in such areas, as may be designated by Landlord; and all trash, refuse and the like shall be kept in covered metal cans, which metal cans shall be kept within the demised premises at all times or in a locked metal dumpster placed by Tenant in a location designated by Landlord, and in no event stored outside of the same. All trash, refuse and the like shall be separated and otherwise disposed of as required by applicable law.
- (f) Tenant shall not place on the exterior of the demised premises (including, but without limitation, windows, doors, and entrance lobbies) any signs other than those which shall first have been approved by Landlord, including replacements thereof. The signs desired by Tenant shall be indicated in Tenant's plans and specifications to be submitted to Landlord for approval, and the same shall conform to the provisions of Exhibit "C" hereto annexed and hereby made a part hereof.
- (g) Tenant shall not perform any act or carry on any practice which may injure the demised premises or any other part of the Shopping Center, or cause any offensive odors or loud noise (including, but without limitation, the use of loudspeakers), or constitute a nuisance or menace to any other occupant or other persons in the Shopping Center, and in no event shall any loud noises or offensive or obnoxious odors be emitted from the demised premises.
- (h) The demised premises will be opened for business as promptly as possible after execution hereof and, for a period of twelve complete calendar months thereafter, will be kept open for business at least during the usual business days and hours of a majority of the occupants of the Shopping Center.
- (i) Tenant shall not use any portion of the demised premises for storage or other services, except for its operations in the demised premises.
- (j) Tenant agrees that it and its employees and others connected with the Tenant's operations at the demised premises will abide by all reasonable rules and regulations from time to time established by the Landlord by written notice to the Tenant with respect to such Shopping Center.
- (k) Tenant shall not use, handle, store, or dispose of any oil (other than cooking oil), hazardous or toxic materials or hazardous or toxic wastes (collectively, "hazardous materials") in or about the Shopping Center. If the transportation, storage, use or disposal of any hazardous materials anywhere on the Shopping Center in

connection with Tenant's use of the demised premises results in (1) contamination of the soil or surface or ground water, or (2) loss or damage to person(s) or property, then Tenant agrees to respond in accordance with the following paragraph:

Tenant agrees (i) to notify Landlord immediately of any contamination, claim or contamination, loss or damage, (ii) after consultation and approval by Landlord, to clean up the contamination in full compliance with all applicable statutes, regulations and standards, and (iii) to indemnify, defend and hold Landlord harmless from and against any claims, suits, causes of action, costs and fees, including attorneys' fees, arising from or connected with any such contamination, claim of contamination, loss or damage. This provision shall survive the termination of this lease. No consent or approval of Landlord shall in any way be construed as imposing upon Landlord any liability for the means, methods, or manner of removal, containment or other compliance with applicable law for and with respect to the foregoing. Tenant shall immediately notify Landlord upon Tenant's receipt of any inquiry, notice, or threat to give notice by any governmental authority or any other third party with respect to any hazardous materials.

- (l) Tenant agrees that, within the demised premises, it shall be responsible for compliance with the Americans with Disabilities Act 942 U.S.C. §12101 et. seq.) and the regulations and Accessibility Guidelines for Buildings and Facilities issued pursuant thereto.

Section 4. Notwithstanding any other provisions of this lease, Tenant covenants and agrees that it will not assign this lease or sublet (which term, without limitation, shall include the granting of concessions, licenses, and the like) the whole or any part of the demised premises without in each instance having first received the express written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed, and in any case where Landlord shall consent to such assignment or subletting, the Tenant named herein shall remain fully liable for the obligations of the Tenant hereunder, including, without limitation, the obligation to pay the rent and other amounts provided under this lease. Landlord shall not be considered to be unreasonable in withholding consent to a proposed assignee or sublessee if Tenant shall not have demonstrated to Landlord's reasonable satisfaction, as determined in Landlord's sole discretion, that : (i) the proposed assignee or sublessee has adequate net worth and liquidity to operate Tenant's business and fulfill Tenant's obligations hereunder, and, in no event shall such net worth or liquidity be less than that of Tenant at the time of entering into this lease or at the time of entering into the assignment or sublease, whichever is greater, and (ii) the proposed assignee or sublessee or the principals thereof shall have sufficient experience successfully operating a business of the type operated by Tenant to demonstrate to Landlord their ability to do so, and (iii) the proposed assignee or sublessee and the principals thereof are of impeccable character and reputation, both business and personal. The provisions of this Section 3 shall not, however, be applicable to an assignment of

this lease by Tenant to a subsidiary or controlling corporation, provided (and it shall be a condition of the validity of any such assignment) that such subsidiary or controlling corporation agrees directly with Landlord to be bound by all of the obligations of the Tenant hereunder, including, without limitation, the obligation to pay the rent and other amounts provided for under this lease, the covenant to use the demised premises only for the purposes specifically permitted under this lease, and the covenant against further assignment and provided further that such subsidiary or controlling corporation remain a subsidiary or controlling corporation throughout the then remaining term of this lease. In any event, no assignment or subleasing shall relieve the Tenant herein named of any of its obligations hereunder, and the Tenant shall remain fully liable therefor.

## **ARTICLE VIII.**

### **MAINTENANCE OF BUILDING, ETC.**

**Section 1.** Other than as provided below in this Section, Landlord agrees to keep in good order, condition, and repair the roof, foundations and structural portions of the demised premises to the extent, but only to the extent, originally constructed by Landlord and existing as of the date of this Lease (except Landlord shall not be responsible for glass and glass windows and the so called store front, irrespective of which party installed the same), except for any damage thereto caused by any willful act or negligence of Tenant, its employees, agents, licensees, or contractors. Landlord shall not be responsible to make any other improvements or repairs of any kind upon the demised premises other than the performance of Landlord's Work as expressly required by this Lease, but this paragraph is not intended to refer to damage by fire or other insured risk to the demised premises, provision for which is hereinafter made.

**Section 2.** Except as specifically herein otherwise provided, Tenant agrees that from and after the date that possession of the demised premises is delivered to Tenant, and until the end of the term hereof, it will keep neat and clean and maintain in good order, condition and repair, the demised premises and every part thereof, including, without limitation, the new façade to be constructed by Tenant, the store front and the exterior and interior portions of all doors, windows, plate glass and showcases surrounding the demised premises, all plumbing and sewage facilities within the demised premises, fixtures and interior walls, floors, ceilings, signs (including exterior signs where permitted), and all wiring, electrical systems, interior building appliances, HVAC equipment, and similar equipment, replacing any and all of the foregoing if and when required. Tenant agrees to keep in full force and effect a standard service contract for the HVAC system serving the demised premises throughout the term of this lease, in form and with a service provider reasonably acceptable to Landlord. Notwithstanding this or any other provision in this lease, Tenant agrees that Tenant will not perform any work on or about the roof of the demised premises unless such work is done by a contractor licensed by the manufacturer of the roof to perform such work and otherwise approved by Landlord. Tenant shall, at Tenant's expense, repaint, refurbish and remodel the demised premises and any part and portion thereof from time to time to assure that the same are kept in a first class, tenantable, and attractive condition throughout the term of this lease. There is excepted from this paragraph, however, damage to such portions of the demised premises originally constructed by Landlord as is caused by those hazards which are covered by the policies of fire insurance with extended coverage endorsements carried by Landlord and described in ARTICLE XI hereof. Tenant further agrees that the demised premises shall be kept in a clean, sanitary and safe condition in accordance with the laws of the Commonwealth of Massachusetts and ordinances of the Town of Natick, and in accordance with all directions, rules and regulations of the



Health Officer, Fire Marshal, Building Inspector, and other proper officers of the governmental agencies having jurisdiction thereover. Tenant shall not permit or commit any waste.

Section 3. Tenant shall not make any alterations, improvements and/or additions to the demised premises without first obtaining, in each instance, the written consent of Landlord, which consent Landlord agrees will not be unreasonably withheld, except that Tenant may make non structural alterations to the interior costing not more than Ten Thousand Dollars (\$10,000), upon condition that such alterations shall be made in accordance with all applicable laws and in a good and first class, workmanlike manner. Any and all alterations, additions, improvements, and fixtures which may be made or installed by either Landlord or Tenant upon the demised premises and which in any manner are attached to the floors, walls or ceilings (including, without limitation, any linoleum or other floor covering of similar character which may be cemented or otherwise adhesively affixed to the floor) shall remain upon the demised premises, and at the termination of this lease shall be surrendered with the demised premises as a part thereof without disturbance, molestation or injury. However, the usual trade fixtures and furniture which may be installed in the demised premises prior to or during the term hereof at the cost of Tenant may be removed by Tenant from the demised premises upon the termination of this lease if, but only if, Tenant is not then in default hereunder. Further, Tenant covenants and agrees, at its own cost and expense, to repair any and all damage to the demised premises resulting from or caused by such removal. In no event shall the Tenant be entitled to remove any building components, including, but without limitation, the HVAC system, plumbing system, electrical system (including light fixtures and bulbs) and security gate(s) (if any). The demised premises shall be delivered to Landlord at the expiration or earlier termination of this lease in a broom clean condition and otherwise in the condition in which the same are to be maintained by Tenant under this lease, and at such expiration or earlier termination, any and all property of Tenant which has not been removed by Tenant shall be deemed abandoned by Tenant and shall become Landlord's exclusive property or may be disposed of by Landlord, at Landlord's option and at Tenant's cost and expense, without further notice or demand to Tenant and without any requirement to account for the same to Tenant.

#### ARTICLE IX. INDEMNITY AND PUBLIC LIABILITY INSURANCE

Section 1. Tenant agrees to indemnify and save harmless the Landlord from and against all claims of whatever nature arising from any willful act, omission or negligence of the Tenant, or Tenant's contractors, licensees, agents, servants, or employees, or arising from any accident, injury, or damage whatsoever caused to any person, or to the property of any person, or from any violation of applicable law, including, without limitation, any law, regulation, or ordinance concerning trash, hazardous materials, or other pollutant occurring during the term hereof in or about the Tenant's demised premises, or arising from any accident, injury or occurring outside of the demised premises but within the Shopping Center, where such accident, damage or injury results or is claimed to have resulted from an act or omission on the part of Tenant or Tenant's agents or employees. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof.

Section 2. Tenant agrees to maintain in full force during the term hereof a policy of public liability and property damage insurance under which the Landlord (and such other persons as are in

privity of estate with Landlord as may be set out in notice from time to time) and the Tenant are named as insureds, and under which the insurer agrees to indemnify and hold Landlord and those in privity of estate with Landlord harmless from and against all cost, expense and/or liability arising out of or based upon any and all claims, accidents, injuries, and damages mentioned in Section 1 of this ARTICLE IX. Each such policy shall be non cancellable with respect to the Landlord and Landlord's said designees without ten (10) days, prior written notice to Landlord, and a duplicate original or certificate thereof shall be delivered to Landlord. The minimum limits of liability of such insurance shall be One Million Dollars (\$1,000,000) for injury or death to any one person, and Three Million Dollars (\$3,000,000) for injury or death to more than one person, and Two Hundred Fifty Thousand Dollars (\$250,000) with respect to damage to property, or a combined single limit of Three Million Dollars (\$3,000,000) for all injury, damage and loss per occurrence.

Certificates of such insurance coverage must be delivered to Landlord not later than ten (10) days after Tenant has first taken possession of the demised premises.

Section 3. Tenant agrees to use and occupy the demised premises and to use such other portions of the Shopping Center as it is herein given the right to use at its own risk and that Landlord shall have no responsibility or liability for any loss of or damage to fixtures or other personal property of Tenant. The provisions of this Section shall apply during the whole of the term hereof, and in view of the permission given to Tenant to install fixtures prior to the commencement of the term hereof, shall also apply at all times prior to the commencement of the term hereof.

Section 4. Tenant agrees that Landlord shall not be responsible or liable to the Tenant, or to those claiming by, through or under the Tenant, for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connecting with the premises demised hereunder or any of the buildings on the Shopping Center, or otherwise, or for any loss or damage resulting to the Tenant or those claiming by, through or under Tenant, or its or their property, from the bursting, stopping, or leaking of water, gas, sewer or steam pipes.

Section 5. This lease and each and every provision hereof is subject to the provisions of Massachusetts General Laws, Chapter 186, Section 15, as the same may from time to time be in force and applicable, and wherever any provision herein might be construed to violate said statute, such provision shall be construed as though it included the words "subject and to the extent enforceable in accordance with the provisions of Massachusetts General Laws, Chapter 186, Section 15.

## ARTICLE X. LANDLORD'S ACCESS TO PREMISES

Section 1. Landlord and its designees shall have the right to enter upon the demised premises in a manner, reasonable under the circumstances, to minimize disruption of Tenant's business operations at all reasonable hours for the purpose of inspecting or of making repairs to the same. If repairs are required to be made by Tenant pursuant to the terms hereof, Landlord may demand that Tenant make the same forthwith, and if Tenant refuses or neglects to commence such repairs and complete the same with reasonable dispatch, after such demand, Landlord may (but shall not be required so to do) make or cause such repairs to be made and shall not be responsible to Tenant for

any loss or damage that may accrue to its stock or business by reason thereof. If Landlord makes or causes such repairs to be made, Tenant agrees that it will forthwith, on demand, pay to Landlord the cost thereof, and if it shall default in such payment, Landlord shall have the remedies provided in ARTICLE XVII hereof.

Section 2. For a period commencing nine (9) months prior to the termination of this lease, Landlord and its designees may have reasonable access to the premises herein demised for the purpose of exhibiting the same to prospective tenants, during which period Landlord may maintain a suitable "For Rent" sign on the demised premises.

## ARTICLE XI. INSURANCE

Section 1. Landlord shall keep the Shopping Center buildings insured against loss or damage by fire, with the usual extended coverage endorsements, in amounts not less than eighty per cent (80%) of the full insurable value thereof above foundation walls, but specifically excluding any property or improvements installed by or belonging to Tenant.

Section 2. Tenant agrees that it shall keep its fixtures, merchandise, equipment and other personal property from time to time located in, on or about the demised premises insured against loss or damage by fire, with the usual extended coverage endorsements. It is understood and agreed that Tenant assumes all risk of damage to its own property arising from any cause whatsoever, including, without limitation, loss by theft or otherwise.

Section 3. Insofar as and to the extent that the following provision may be effective without invalidating or making it impossible to secure insurance coverage obtainable from responsible insurance companies doing business in the Commonwealth of Massachusetts (even though extra premium may result therefrom): Landlord and Tenant mutually agree that with respect to any loss which is covered by insurance then being carried by them, respectively, the one carrying such insurance and suffering said loss releases the other of and from any and all claims with respect to such loss; and they further mutually agree that their respective insurance companies shall have no right of subrogation against the other on account thereof. In the event that extra premium is payable by either party as a result of this provision, the other party shall reimburse the party paying such premium the amount of such extra premium. If, at the written request of one party, this release and non subrogation provision is waived, then the obligation of reimbursement shall cease for such period of time as such waiver shall be effective, but nothing contained in this Section shall be deemed to modify or otherwise affect releases elsewhere herein contained of either party for claims.

Section 4. Tenant covenants and agrees that it will not do or permit anything to be done in or upon the demised premises or bring in anything or keep anything therein, which shall increase the rate of insurance on the demised premises or on the other buildings located on the Shopping Center above the standard rate on said premises and buildings with a restaurant located in the demised premises; and Tenant further agrees that in the event it shall do any of the foregoing, it will promptly pay to Landlord, on demand, any such increase resulting therefrom, which shall be due and payable as additional rent hereunder.

**ARTICLE XII.**  
**DAMAGE CLAUSE**

Section 1. In case during the term hereof the demised premises shall be partially damaged (as distinguished from "substantially damaged," as that term is hereinafter defined) by fire or other casualty, Landlord shall forthwith proceed to repair such damage and restore the demised premises, or so much thereof as was originally constructed by Landlord, to substantially their condition at the time of such damage, but Landlord shall not be responsible for any delay which may result from any cause beyond Landlord's reasonable control.

Section 2. In case during the term hereof the demised premises shall be substantially damaged or destroyed by fire or other casualty, the risk of which is covered by Landlord's insurance, this lease shall, except as hereinafter provided, remain in full force and effect, and Landlord shall, proceeding with all reasonable dispatch, repair, or rebuild the demised premises, or so much thereof as was originally constructed by Landlord, to substantially their condition at the time of such damage or destruction (subject, however, to zoning laws and building codes then in existence), but Landlord shall not be responsible for any delay which may result from any cause beyond Landlord's reasonable control. In case of substantial damage or destruction, as a result of a risk which is not covered by Landlord's insurance, Landlord shall likewise be obligated to rebuild the demised premises, all as aforesaid, unless Landlord promptly after the occurrence of such event gives written notice to Tenant of Landlord's election to terminate this lease.

Section 3. However, if the demised premises shall be substantially damaged or destroyed by fire, windstorm, or otherwise within the last two (2) years of the term of this lease, either party shall have the right to terminate this lease, provided that notice thereof is given to the other party not later than sixty (60) days after such damage or destruction. If said right of termination is exercised, this lease and the term hereof shall cease and come to an end as of the date of said damage or destruction.

Section 4. In the event that the provisions of Section 1 or Section 2 of this ARTICLE XII shall become applicable, the minimum rent, and the pro rata charge specified in Section 3 of ARTICLE V of this lease, shall be abated or reduced proportionately during any period in which, by reason of such damage or destruction, there is substantial interference with the operation of the business of Tenant in the demised premises, having regard to the extent to which Tenant may be required to discontinue its business in the demised premises, and such abatement or reduction shall continue for the period commencing with such destruction or damage and ending with the completion by Landlord of such work of repair and/or reconstruction as Landlord is obligated to do. In the event of termination of this lease pursuant to this ARTICLE XII, this lease and the term hereof shall cease and come to an end as of the date of such damage or destruction.

Section 5. The terms "substantially damaged" and "substantial damage" as used in this ARTICLE XII, shall have reference to damage of such a character as cannot reasonably be expected to be repaired or the premises restored within ninety (90) days from the time that such repair or restoration work would be commenced.

### ARTICLE XIII. EMINENT DOMAIN

Section 1. If the demised premises, or such portion thereof as to render the balance (when reconstructed) unsuitable for the purposes of Tenant, shall be taken by condemnation or right of eminent domain, either party, upon written notice to the other, shall be entitled to terminate this lease, provided that such notice is given not later than thirty (30) days after Tenant has been deprived of possession. Should any part of the demised premises be so taken or condemned, and should this lease be not terminated in accordance with the foregoing provision, the Landlord covenants and agrees promptly after such taking or condemnation, and the determination of Landlord's award therein, to expend so much as may be necessary of the net amount which may be awarded to Landlord in such condemnation proceedings in restoring the demised premises to an architectural unit as nearly like their condition prior to such taking as shall be practicable. Should the net amount so awarded to Landlord be insufficient to cover the cost of restoring the demised premises, as estimated by Landlord's architect, Landlord may, but shall not be obligated to, supply the amount of such insufficiency and restore said premises as above provided, with all reasonable diligence, or terminate this lease. Where the Tenant has not already exercised any right of termination accorded to it under the foregoing portion of this paragraph, Landlord shall notify Tenant of Landlord's election not later than ninety (90) days after the final determination of the amount of the award.

Section 2. Out of any award for any taking of the Landlord's interest in the demised premises, in condemnation proceedings or by right of eminent domain, Landlord shall be entitled to receive and retain the amounts awarded for such demised premises and for Landlord's business loss. Tenant shall be entitled to receive and retain any amounts which may be specifically awarded to it in any such condemnation proceedings because of the taking of its trade fixtures or furniture and its leasehold improvements.

Section 3. In the event of any such taking of the demised premises, the minimum rent, and the pro rata charge specified in Section 3 of ARTICLE V of this lease, or a fair and just proportion thereof, according to the nature and extent of the damage sustained, shall be suspended or abated.

### ARTICLE XIV. OTHER STORES

Section 1. Tenant covenants and agrees (insofar as and to the extent that it is lawful so to agree) that for the period commencing with the execution of this lease and continuing for the full term of this lease, as it may be extended, the Tenant will not operate, either directly or indirectly, another restaurant of a similar kind, nature or description within a one (1) mile area of the demised premises, without the prior written consent of the Landlord, the Tenant acknowledging that the area within a circle having as its center the demised premises and having a radius of one (1) mile is a reasonable area for this purpose. This restriction shall not apply to Franchisor (as defined in the Rider to this Lease) nor to any person or entity unaffiliated with Tenant who shall become Tenant hereunder by reason of an assignment of this lease by Franchisor following a bona fide default by Tenant under the Franchise Agreement (as defined in the Rider to this Lease).

**ARTICLE XV.**  
**TAXES**

Section 1. Landlord shall pay, or cause to be paid, before the same become delinquent, all general and special taxes, including assessments for local improvements and other governmental charges which may be lawfully charged, assessed, or imposed upon the Shopping Center, or any part thereof, provided, however, that if authorities having jurisdiction assess real estate taxes, assessments, or other charges on the Shopping Center which Landlord deems excessive, Landlord may defer compliance therewith to the extent permitted by the laws of the Commonwealth of Massachusetts, so long as the validity or amount thereof is contested by Landlord in good faith and so long as Tenant's occupancy of the demised premises is not disturbed or threatened.

Section 2. Tenant shall pay all such taxes which may be lawfully charged, assessed, or imposed upon all of Tenant's fixtures and equipment of every type and also upon all personal property in the demised premises, and Tenant shall pay all license fees which may be lawfully imposed upon the business of Tenant conducted upon the demised premises.

Section 3. With respect to the taxes payable by the Landlord pursuant to Section 1 hereof, Tenant shall participate therein to the extent and in the manner set forth in Exhibit "E" hereto annexed and hereby made a part hereof.

**ARTICLE XVI.**  
**BANKRUPTCY OR INSOLVENCY**

Section 1. In the event that the Tenant shall become a Debtor under the Bankruptcy Code, and the Trustee or the Tenant shall elect to assume this lease for the purpose of assigning the same or otherwise, such election and assignment may only be made if all the terms and conditions of Sections 2 and 4 hereof are satisfied. If such Trustee shall fail to elect to assume this lease within sixty (60) days after the filing of the Petition, this lease shall be deemed to have been rejected. The Landlord shall be thereupon immediately entitled to possession of the demised premises without further obligation to the Tenant or the Trustee, and this lease shall be terminated, but the Landlord's right to be compensated for damages both at law and as provided in ARTICLE XVII hereof in such case shall survive.

Section 2.

- A. No election by the Trustee or Debtor In Possession to assume this lease, whether under Chapter 7, 11 or 13, shall be effective unless each of the following conditions, which the Landlord and the Tenant acknowledge and agree are commercially reasonable in the context of a bankruptcy case of the Tenant, have been satisfied, and the Landlord has so acknowledged in writing:
- (1) The Trustee or the Debtor In Possession has cured, or has provided the Landlord adequate assurance (as hereinafter defined) that:
    - (a) Within ten (10) days from the date of such assumption, the Trustee will cure all monetary defaults under this lease; and

- (b) Within thirty (30) days from the date of such assumption, the Trustee will cure all nonmonetary defaults under this lease.
- (2) The Trustee or Debtor In Possession has compensated, or has provided to the Landlord adequate assurance (as hereinafter defined) that within ten (10) days from the date of assumption, the Landlord will be compensated for any pecuniary loss incurred by the Landlord arising from the default of the Tenant, the Trustee, or the Debtor In Possession as recited in the Landlord's written statement of pecuniary loss sent to the Trustee or Debtor In Possession.
- (3) The Trustee or the Debtor In Possession has provided the Landlord with adequate assurance (as hereinafter defined) of the future performance of each of the Tenant's, the Trustee's or Debtor In Possession's obligations under this lease, provided, however that:
  - (a) ion to any other security deposit required under the provisions of this lease, as security for the timely payment of rent, an amount equal to three (3) months rent (as adjusted pursuant to Section 2A.(3)(c) below) and other monetary charges accruing under this lease;
  - (b) Whether or not otherwise required by the terms of this lease, the Trustee or Debtor In Possession shall also pay in advance on the date minimum rent is payable hereunder, one twelfth (1/12th) of the Tenant's annual obligations under this lease for common area maintenance, Taxes, and any other charges payable hereunder.
  - (c) From and after the date of the assumption of this lease, the Trustee or Debtor In Possession shall pay as annual minimum rent an amount equal to the sum of the annual minimum rent otherwise payable hereunder, plus the highest of the amounts of the annual percentage rent payable hereunder for and with respect to any of the then last three (3) full lease years prior to the date of the Tenant's Petition under the Bankruptcy Code, which amount shall be payable in advance in equal monthly installments on the date minimum rent is payable hereunder; all as if such amount had originally been specified in ARTICLE III of this lease as the minimum rent.
  - (d) The obligations imposed upon the Trustee or Debtor In Possession under this lease shall continue with respect to the Tenant or any assignee of this lease after the completion of the bankruptcy case, subject to any further and/or increased obligations which thereafter are imposed by any provisions of this lease.
- (4) The assumption of this lease will not:

- (a) Breach any provision in this lease or any other lease, mortgage, financing agreement or other agreement by which the Landlord is bound relating to the Shopping Center; or
    - (b) Disrupt, in the Landlord's judgment, the tenant mix of the Shopping Center or any other attempt by the Landlord to provide a specific variety of retail stores in the Shopping Center which, in the Landlord's judgment, would be most beneficial to all of the tenants of the Shopping Center and would enhance the image, reputation, and profitability of the Shopping Center.
  - (5) The assumption has been ratified and approved by order of such court or courts as have final jurisdiction over the Bankruptcy Code.
- B. For the purposes of this Section 2, the Landlord and the Tenant acknowledge that, in the context of a bankruptcy proceeding of the Tenant, at a minimum, "adequate assurance" shall mean:
- (1) The Trustee or Debtor In Possession has and will continue to have sufficient unencumbered assets after the payment of all secured obligations and administrative expenses to assure the Landlord that the Trustee or Debtor In Possession will have sufficient funds to fulfill the obligations of the Tenant under this lease, and to keep the demised premises stocked with merchandise and properly staffed with sufficient employees to conduct a fully operational, actively promoted business on the demised premises; and
  - (2) The Bankruptcy Court or such court as is exercising jurisdiction over the Bankruptcy Code shall have entered an Order segregating sufficient cash payable to the Landlord and/or the Trustee or Debtor In Possession shall have granted a valid and perfected first lien and security interest and/or mortgage in property of the Tenant, the Trustee or Debtor In Possession, acceptable as to value and kind to the Landlord, to secure to the Landlord the obligation of the Trustee or Debtor In Possession to cure any monetary and/or nonmonetary defaults under this lease within the time periods set forth above.

Section 3. In the event that this lease is assumed by a Trustee appointed for the Tenant or by the Tenant as Debtor In Possession and thereafter the Tenant is liquidated or files a subsequent Petition for reorganization or adjustment of debts under Chapter 11 or 13 of the Bankruptcy Code, then, and in either such event, the Landlord may, at its option, terminate this lease and all rights of the Tenant hereunder, by giving the Tenant written notice of its election so to terminate, within thirty (30) days after the Landlord shall have received written notice of the occurrence of either such event, but the Landlord's right to be compensated for damages both at law and as provided in ARTICLE XVII hereof shall survive.



Section 4. If the Trustee or Debtor In Possession has assumed this lease pursuant to the terms and provisions of Sections 1 and 2 hereof, for the purpose of assigning (or elects to assign) the Tenant's interest under this lease, or the estate created thereby, to any other person, such interest or estate may be so assigned only if the Landlord shall acknowledge in writing that the intended assignee has provided adequate assurance of the future performance (as defined in this Section 4) of all of the terms, covenants and conditions of this lease to be performed by the Tenant.

For the purposes of this Section 4, the Landlord and the Tenant acknowledge that, in the context of a bankruptcy proceeding of the Tenant, at a minimum, "adequate assurance of future performance" shall mean that each of the following conditions have been satisfied, and the Landlord has so acknowledged in writing:

- (1) The assignee has submitted a current financial statement audited by a certified public accountant which shows a net worth and working capital in amounts (which amounts shall in no event be less than the greater of those of the Tenant and any guarantor of the Tenant's obligations hereunder at the time of the execution of this lease) determined to be sufficient by the Landlord to assure the future performance by such assignee of the Tenant's obligations under this lease;
- (2) The assignee, if requested by the Landlord, shall have obtained guarantees in form and substance satisfactory to the Landlord from one or more persons who satisfy the Landlord's standards of creditworthiness;
- (3) The assignee has submitted in writing evidence, satisfactory to the Landlord, of substantial retailing experience in shopping centers of comparable size to the Shopping Center and in the sale of merchandise and services permitted under this lease;
- (4) The Landlord has obtained all consents and waivers from any third party required under any lease, mortgage, financing arrangement or other agreement by which the Landlord is bound to permit the Landlord to consent to such assignment;
- (5) The assignee has supplied such additional information required to be supplied by ARTICLE VII hereof and has complied with any other provisions, conditions and requirements set forth in said ARTICLE VII for an assignment of the Tenant's interest in this lease or the estate created thereby; and
- (6) The Assignee has deposited with the Landlord a security deposit in such amount as determined by the Landlord to be appropriate based upon the financial information supplied under this Section 4.

Section 5. When, pursuant to the Bankruptcy Code, the Trustee or Debtor In Possession shall be obligated to pay reasonable use and occupancy charges for the use of the demised premises or any portion thereof, such charges shall not be less than the minimum rent specified in Section 1.1(f)

hereof and any other charges payable by the Tenant hereunder, including, without limitation, the Tenant's share of common area maintenance expenses and Taxes.

Section 6. Neither the Tenant's interest in this lease, nor any lesser interest of the Tenant herein, nor any estate of the Tenant created hereby, shall pass to any trustee, receiver, assignee for the benefit of creditors, or any other person or entity, or otherwise by operation of law under the laws of any state having jurisdiction of the person or property of the Tenant unless the Landlord shall consent to such transfer in writing. No acceptance by the Landlord of rent or any other payments from any such trustee, receiver, assignee, person or other entity shall be deemed to have waived, nor shall it waive the need to obtain the Landlord's consent or the Landlord's right to terminate this lease for any transfer of the Tenant's interest under this lease without such consent. Nothing herein shall serve to limit the transfer of membership interest in Tenant by the members of Tenant so long as David Savin or Robert Savin remains in charge of Tenant.

Section 7. The rights and remedies of the Landlord contained in the provisions of this ARTICLE XVI are and shall be deemed to be in addition to, and not in limitation of, applicable provisions of ARTICLE XVII and other provisions hereof, or any other rights which the Landlord may have under applicable statutory or case law. Whenever any of the terms or provisions of this lease, including, without limitation, rental obligations, are modified pursuant to the provisions of this ARTICLE XVI, upon the Landlord's request the parties hereto promptly shall execute, acknowledge and deliver a written instrument evidencing and confirming the same. In no event shall this lease, if the term hereof has expired or has been terminated in accordance with the provisions hereof, be revived, and no stay or other proceeding shall nullify, postpone or otherwise affect the expiration or earlier termination of the term of this lease pursuant to the provisions of ARTICLE XVII hereof or prevent the Landlord from regaining possession of the demised premises thereupon.

#### ARTICLE XVII. LANDLORD'S REMEDIES

Section 1. It is covenanted and agreed that if the Tenant shall neglect or fail to perform or observe any of the covenants, terms, provisions or conditions contained in these presents and on its part to be performed or observed within thirty (30) days after notice of default, or such additional time as is reasonably required to correct any such default (except for payment of minimum rent or other charges, in which case said period of notice shall be ten (10) days), or if the estate hereby created shall be taken on execution or by other process of law, any of the following proceedings shall have been commenced and shall not have been dismissed within sixty (60) days after such commencement (i) the estate hereby created being taken on execution or by other process of law; (ii) the Tenant being judicially declared bankrupt or insolvent according to law; (iii) an assignment being made of the property of the Tenant for the benefit of creditors; (iv) a receiver, guardian, conservator, trustee in involuntary bankruptcy or other similar officer being appointed to take charge of all or any substantial part of the Tenant's property by a court of competent jurisdiction; or (v) a petition being filed for the reorganization of the Tenant under any provisions of the Bankruptcy Code or any federal or state law now or hereafter enacted or if the Tenant shall file a Petition for reorganization or for rearrangement under, or otherwise availing itself of any provisions of, the Bankruptcy Code or any federal or state law now or hereafter enacted providing a plan or other means for a debtor to settle, satisfy or extend the time for the payment of debts, 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, Landlord lawfully may, immediately or at any time thereafter, and without demand or notice, enter into and upon the said premises or any part thereof in the name of the whole and repossess the same as of his former estate, and expel the Tenant and those claiming through or under it and remove its or their effects (forcibly, if necessary) 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 terminate; and Tenant covenants and agrees, notwithstanding any entry or re entry by Landlord, whether by summary proceedings, termination, or otherwise, to pay and be liable for, on the days originally fixed herein for the payment thereof, amounts equal to the several installments of rent and other charges reserved as they would, under the terms of this lease, become due if this lease had not been terminated or if the Landlord had not entered or re entered, as aforesaid, and whether the demised premises be relet or remain vacant, in whole or in part, or for a period less than the remainder of the term, and for the whole thereof, but in the event the demised premises be relet by Landlord, Tenant shall be entitled to a credit in the net amount of rent received by Landlord in reletting, after deduction of all expenses incurred in reletting the demised premises (including, without limitation, remodelling costs, brokerage fees, and the like), and in collecting the rent in connection therewith. As an alternative, at the election of Landlord, Tenant will upon such termination pay to Landlord, as damages, such a sum as at the time of such termination represents the amount of the excess, if any, of the then value of the total rent and other benefits which would have accrued to Landlord under this lease for the remainder of the lease term if the lease terms had been fully complied with by Tenant over and above the then cash rental value (in advance) of the premises for the balance of the term.

Further, if this lease shall be guaranteed on behalf of the Tenant, all of the foregoing provisions of this ARTICLE XVII and of ARTICLE XVI with respect to bankruptcy of the Tenant, etc. shall be deemed to read "the Tenant or the guarantor hereof".

To the extent permitted by applicable law, Landlord shall be entitled to recover from Tenant Landlord's legal expenses and other charges involved in enforcing the provisions of this lease.

Section 2. The Landlord shall in no event be in default in the performance of any of its obligations hereunder unless and until the Landlord shall have failed to perform such obligations within thirty (30) days or such additional time as is reasonably required to correct any such default after notice by the Tenant to the Landlord properly specifying wherein the Landlord has failed to perform any such obligation.

Further, if the holder of a mortgage on the Shopping Center of which the demised premises are a part notifies Tenant that such holder has taken over the Landlord's rights under this lease, Tenant shall not assert any right to deduct the outstanding cost of repairs or any outstanding monetary claim against Landlord from rent thereafter due and accruing, but shall look solely to the Landlord for satisfaction of such claim.

**ARTICLE XVIII.**  
**PROVISIONS RELATIVE TO THE SHOPPING CENTER**

Section 1. The term "Shopping Center" wherever used in this lease shall be deemed to mean the entire tract of land described or referred to in Section 1 of ARTICLE I of this lease, together with any and all structures, parking facilities, common facilities, and the like, at any time constructed on said tract of land, as the same may from time to time be reduced by eminent domain takings or dedications to public authorities, or increased by the addition of other lands, together with structures and the like thereon, which may from time to time be designated by the Landlord, by written notice to the Tenant, as part of the Shopping Center.

**ARTICLE XIX.**  
**MISCELLANEOUS PROVISIONS**

Section 1. Waiver. Failure on the part of the Landlord to complain of any action or non action on the part of the Tenant, no matter how long the same may continue, shall never be deemed to be a waiver by Landlord of any of its rights hereunder. Further, it is covenanted and agreed that no waiver at any time of any of the provisions hereof by Landlord shall be construed as a waiver of any of the other provisions hereof, and that a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions. The consent or approval of Landlord to or of any action by Tenant requiring the Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar acts by Tenant.

No payment by Tenant, or acceptance by Landlord, of a lesser amount than shall be due from Tenant to Landlord shall be treated otherwise than as a payment on account. The acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and the Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant.

Section 2. Covenant of Quiet Enjoyment. Tenant, subject to the terms and provisions of this lease on payment of the rent and observing, keeping and performing all of the terms and provisions of this lease on its part to be observed, kept and performed, shall lawfully, peaceably and quietly have, hold, occupy and enjoy the demised premises during the term hereof without hindrance or ejection by any persons lawfully claiming under Landlord; but it is understood and agreed that this covenant and any and all other covenants of the Landlord contained in this lease shall be binding upon the Landlord and Landlord's successors only with respect to breaches occurring during Landlord's and Landlord's successors' respective ownership of the Landlord's interest hereunder. In addition, Tenant specifically agrees to look solely to Landlord's interest in the Shopping Center for recovery of any judgment from Landlord; it being specifically agreed that neither Landlord nor any partner of Landlord shall ever be personally liable for any such judgment. The provision contained in the foregoing sentence is not intended to, and shall not, limit any right that Tenant might otherwise have to obtain injunctive relief against Landlord or Landlord's successors in interest, or any other action not involving the personal liability of Landlord to respond in monetary damages from Landlord's assets other than Landlord's interest in this Shopping Center. It is further understood and agreed that with respect to any services to be furnished by Landlord to Tenant,

Landlord shall in no event be liable for failure to furnish the same when prevented from so doing by strike, lockout, breakdown, accident, order or regulation of or by any governmental authority, or failure of supply, or inability by the exercise of reasonable diligence to obtain supplies, parts, or employees necessary to furnish such services, or because of war or other emergency, or for any cause beyond Landlord's reasonable control, or for any cause due to any act or neglect of Tenant or its servants, agents, employees, licensees, or any person claiming by, through or under Tenant, or any termination for any reason of Landlord's occupancy of the premises from which the service is being supplied by Landlord. In no event shall Tenant have the right to terminate or cancel this lease as a result of any default by Landlord or breach by Landlord of its covenants or any warranties or promises hereunder, except in the case of a wrongful eviction of Tenant from the demised premises (constructive or actual) by Landlord. Further, in no event shall Landlord ever be liable to Tenant for any indirect or consequential damages or loss of profits or the like.

Section 3. Status Report. Recognizing that both parties may find it necessary to establish to third parties, such as accountants, banks, mortgagees, or the like, the then current status of performance hereunder, either party, on the written request of the other made from time to time, will promptly furnish a written statement on the status of any matter pertaining to this lease. Without limiting the generality of the foregoing, Tenant specifically agrees, promptly upon the commencement of the term hereof, to notify Landlord in writing of the date of commencement of the term, and acknowledge satisfaction of the requirements with respect to construction and other matters by Landlord, save and except for such matters as Tenant may wish to set forth specifically in said statement.

Section 4. Notice to Mortgagee. After receiving written notice from any person, firm, or other entity, that it holds a mortgage which includes as part of the mortgaged premises the demised premises, Tenant shall, so long as such mortgage is outstanding, be required to give to such holder the same notice as is required to be given to Landlord under the terms of this lease, but such notice may be given by Tenant to Landlord and such holder concurrently. It is further agreed that such holder shall have the same opportunity to cure any default, and the same time within which to effect such curing, as is available to Landlord, and if necessary to cure such a default, such holder shall have access to the demised premises.

Section 5. Assignment of Rents. With reference to any assignment by Landlord of Landlord's interest in this lease, or the rents payable hereunder, conditional in nature or otherwise, which assignment is made to the holder of the first mortgage on the demised premises, the Tenant agrees:

- (a) that the execution thereof by Landlord, and the acceptance thereof by the holder of such mortgage, shall never be deemed an assumption by such holder of any of the obligations of Landlord hereunder, unless such holder shall, by written notice sent to Tenant, specifically otherwise elect; and
- (b) that, except as aforesaid, such holder shall be treated as having assumed Landlord's obligations hereunder only upon foreclosure of such holder's mortgage and the taking of possession of the demised premises.

Tenant agrees that, in the event of foreclosure of any such mortgage or deed of trust to which this lease is subordinate or deed or assignment in lieu of foreclosure thereof), at the election of the holder, Tenant shall attorn to such holder (and its successors and assigns) as the successor holder of Landlord's interest hereunder, in which case, subject to any applicable terms and provisions of any written agreement between Tenant and such holder, this lease shall continue in effect all as if it had been a lease entered into directly between Tenant and such holder (and its successors and assigns). Tenant agrees, upon receipt of written request so to do, to execute such instruments, if any, as may be required in order to give effect to the foregoing. Landlord agrees to use reasonable efforts to provide Tenant with a subordination, non-disturbance and attornment agreement from any present or future lender having a mortgage on the Shopping Center.

Section 6. Mechanic's Liens. Tenant agrees immediately to discharge (either by payment or by filing of the necessary bond, or otherwise, any mechanics', materialmen's, or other lien against the demised premises and/or the Landlord's interest therein, which liens may arise out of any payment due for, or purported to be due for, any labor, services, materials, supplies, or equipment alleged to have been furnished to or for the Tenant in, upon or about the demised premises.

Section 7. No Brokerage. Tenant warrants and represents that it has dealt with no broker (other than Ria K. McNamara and Bialow Real Estate, LLC who are collectively herein referred to as the "Brokers", whose commissions are to be paid by Landlord) in connection with the consummation of this lease, and in the event of any brokerage claims against Landlord predicated upon prior dealings with the Tenant named herein by anyone other than the Brokers or either of them, Tenant agrees to defend the same and indemnify Landlord against any such claim.

Section 8. Invalidity of Particular Provisions. If any term or provision of this lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this lease shall be valid and be enforced to the fullest extent permitted by law.

Section 9. Provisions Binding, Etc. Except as herein otherwise expressly provided, the terms hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns, respectively, of the Landlord and the Tenant. Each term and each provision of this lease to be performed by Tenant shall be construed to be both a covenant and a condition. The reference contained to successors and assigns of Tenant is not intended to constitute a consent to assignment by Tenant, but has reference only to those instances in which Landlord may later give written consent to a particular assignment as required by the provisions of ARTICLE VII hereof. Time is of the essence of each and every provision of this lease.

Section 10. Governing Law. This Lease shall be governed exclusively by the provisions hereof and by the laws of the Commonwealth of Massachusetts, as the same may from time to time exist.

Section 11. Recording. Tenant agrees not to record the within lease, but each party hereto agrees on request of the other, to execute a Notice of Lease or short form lease in recordable

form and complying with applicable local laws, and reasonably satisfactory to Landlord's attorneys. In no event shall such document set forth the rental or other charges payable by Tenant under this lease; and any such document shall expressly state that it is executed pursuant to the provisions contained in this lease, and is not intended to vary the terms and conditions of this lease.

Section 12. Notices. Whenever by the terms of this lease notice shall or may be given either to the Landlord or to the Tenant, such notice shall be in writing and shall be sent by registered or certified mail, postage prepaid, or shall be delivered by private express carrier:

If intended for the Landlord, addressed to it at the address set forth on the first page of this lease (or to such other address or addresses as may from time to time hereafter be designated by Landlord by like notice);

If intended for the Tenant, addressed to it at the address set forth on the first page of this lease or tendered for delivery (or to such other address or addresses as may from time to time hereafter be designated by Tenant by like notice) to the attention of Robert Savin.

All such notices shall be effective when deposited in the United States mail or delivered to a private express carrier within the Continental United States, provided that the same are received in the ordinary course at the address to which the same were sent.

Section 13. When Lease Becomes Binding. Employees or agents of Landlord have no authority to make or agree to make a lease or any other agreement or undertaking in connection herewith. The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the premises, and this document shall become effective and binding only upon the execution and delivery hereof by both Landlord and Tenant. All negotiations, considerations, representations, and understandings between Landlord and Tenant are incorporated herein and may be modified or altered only by agreement in writing between Landlord and Tenant, and no act or omission of any employee or agent of Landlord shall alter, change or modify any of the provisions hereof.

Section 14. Paragraph Headings. The paragraph headings throughout this instrument are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this lease.

Section 15. Lease Superior or Subordinate to Mortgage. It is agreed that the rights and interest of Tenant under this lease shall be subject and subordinate to any mortgages or deeds of trust that may hereafter be placed upon the development, and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, modifications, replacements and extensions thereof, if the mortgagee or trustee named in said mortgages or deeds of trust shall elect, by written notice delivered to Tenant, to subject and subordinate the rights and interest of the Tenant under this lease to the lien of its mortgage or deed of trust; it is further agreed that any mortgagee or trustee may elect to give the rights and interest of the Tenant under this lease priority over the lien of its mortgage or deed of trust. In the event of either such election, and upon notification by such mortgagee or trustee to Tenant to that effect, the rights and interest of Tenant under this lease shall be deemed to be subordinate to or to have priority over, as the case may be, the lien of said

mortgage or deed of trust, whether this lease is dated prior to or subsequent to the date of said mortgage or deed of trust. Tenant shall execute and deliver whatever instruments may be required for such purposes, and in the event Tenant fails so to do within ten (10) days after demand in writing, without limiting Landlord's other rights on account of such failure, Tenant does hereby make, constitute and irrevocably appoint Landlord as its attorney in fact and in its name, place and stead so to do. Landlord agrees to request any present or future mortgage holder to provide Tenant with a customary subordination, non-disturbance and attornment agreement.

Section 16. Fees and Expenses. Unless prohibited by applicable law, the Tenant agrees to pay to the Landlord the amount of all legal fees and expenses incurred by the Landlord arising out of or resulting from any act or omission by the Tenant with respect to this lease or the demised premises, including without limitation, any breach by the Tenant of its obligations hereunder. Unless prohibited by applicable law, the Landlord agrees to pay to the Tenant the amount of all legal fees and expenses incurred by the Tenant arising out of or resulting from any act or omission by the Landlord with respect to this Lease or the demised premises, including, without limitation, any breach of the Landlord of its obligations hereunder.

Further, if the Tenant shall request the Landlord's consent or joinder in any instrument pertaining to this lease, the Tenant agrees promptly to reimburse the Landlord for the legal fees incurred by the Landlord in processing such request, whether or not the Landlord complies therewith; and if the Tenant shall fail promptly so to reimburse the Landlord, same shall be deemed to be a default in the Tenant's monetary obligations under this lease.

Section 17. Interest. All payments becoming due from Tenant under this lease and not paid when due shall bear interest from the applicable due date until received by Landlord at the lesser of: (i) four percent (4%) per annum above the base rate announced from time to time by Bank of America, N.A. or its successor; or (ii) the highest lawful rate of interest permitted at the time in the Commonwealth of Massachusetts. All checks from Tenant to Landlord shall be drawn on a bank or banks located in the Continental United States.

Section 18. Addenda Provisions.

- A. Holding Over. Tenant recognizes that the Landlord must arrange for a replacement occupant long in advance of the expiration or earlier termination of the term of this lease; and incident to consummating a new lease for the premises demised hereunder, Landlord may be required to guarantee delivery of Possession to the new occupant promptly upon the expiration or earlier termination of this lease. Accordingly, Tenant specifically agrees to remove all of its goods and effects and to deliver full possession of the demised premises not later than the date of the expiration or earlier termination hereof in order to avoid substantial, and perhaps irreparable, harm to Landlord. Tenant agrees that Landlord shall have all remedies available at law or in equity for Tenant's failure so to do.

In addition to all such remedies, Tenant further agrees that any holding over by it which has not been consented to in writing by Landlord shall be treated as a tenancy at sufferance at three times the rent and other charges then applicable as of the date of the expiration or earlier termination of this lease, prorated on a daily



basis, and such tenancy at sufferance shall otherwise be on the terms and conditions set forth in this lease so far as applicable.

- B. Use, continued. Tenant acknowledges that the type of operation to be conducted by Tenant in the demised premises is of prime importance to Landlord and that Landlord must continue during the entire term hereof to have certain control and supervision over said operation. Tenant covenants and agrees that during the entire term of this lease, Tenant will conduct in the demised premises a high-grade operation serving first-quality food and that the demised premises will be kept clean at all times. Tenant agrees to use reasonable efforts which may be necessary to eliminate and minimize the odors and noises emitted from the demised premises.

Without limiting the generality of the foregoing, Tenant specifically agrees that Tenant shall, not less frequently than once per calendar quarter (or more often if required by Landlord's fire and casualty insurance carriers or any insurance rating bureau having jurisdiction over the demised premises, clean all ducts and vents within the demised premises, such cleaning to comply with the standards established therefor from time to time by Landlord's fire and casualty insurance carriers or any insurance rating bureau having jurisdiction over the demised premises. Tenant further agrees that it will provide a satisfactory ventilating system through the roof to minimize food and other odors and that it will provide proper insulation or a similar barrier on side walls so as to prevent odors from permeating into adjoining premises.

- C. Options of Extension. If this lease is still in full force and effect, Tenant shall have the right and option to extend the term hereof for two successive additional periods of five (5) years, each, provided that Tenant shall give written notice to Landlord of the exercise thereof not later than one (1) year prior to the expiration of the then term of this lease. Tenant may not exercise the second such option unless the first such option shall have been duly exercised by Tenant. If each of said option periods is duly exercised as aforesaid, the term of this lease shall be automatically extended therefor, without the requirement of any further instrument, upon all of the same terms, provisions and conditions set forth in this lease except that minimum rent payable during such option periods shall be at the following rates, payable on the first day of each and every month:

- (a) For and with respect to the first option period, at the rate of nine thousand eight hundred ninety-nine and 99/100 dollars (\$9,891.99) each calendar month; and
- (b) For and with respect to the second option period, at the rate of eleven thousand one hundred twenty-seven and 03/100 dollars (\$11,127.03) each calendar month.

If Tenant shall have duly and timely exercised a right of extension hereunder, all references to the term of this lease shall refer to the term hereof as so extended wherever the context would appropriately admit or require.

D. Exclusive. Provided that Tenant shall not have breached this Lease and the demised premises shall be open and operated as a Smashburger restaurant, Landlord shall not, during the term hereof, lease any space in the Shopping Center for an operation whose principal and primary use (i.e., more than 20% of its sales) is the sale of hamburgers.

E. Franchise Rider. Smashburger Franchising LLC's Required Lease Addendum attached hereto as EXHIBIT G is hereby incorporated and made a part of this Lease.

WITNESS the execution hereof, under seal, in any number of counterpart copies, each of which shall be deemed an original for all purposes, as of the day and year first above written.

HC ATLANTIC DEVELOPMENT LIMITED  
PARTNERSHIP, a Massachusetts limited partnership

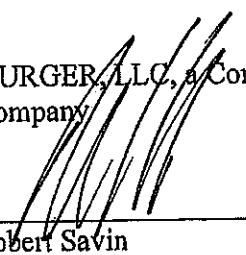
By: HC ATLANTIC DEVELOPMENT, INC.  
Its General Partner

By: 

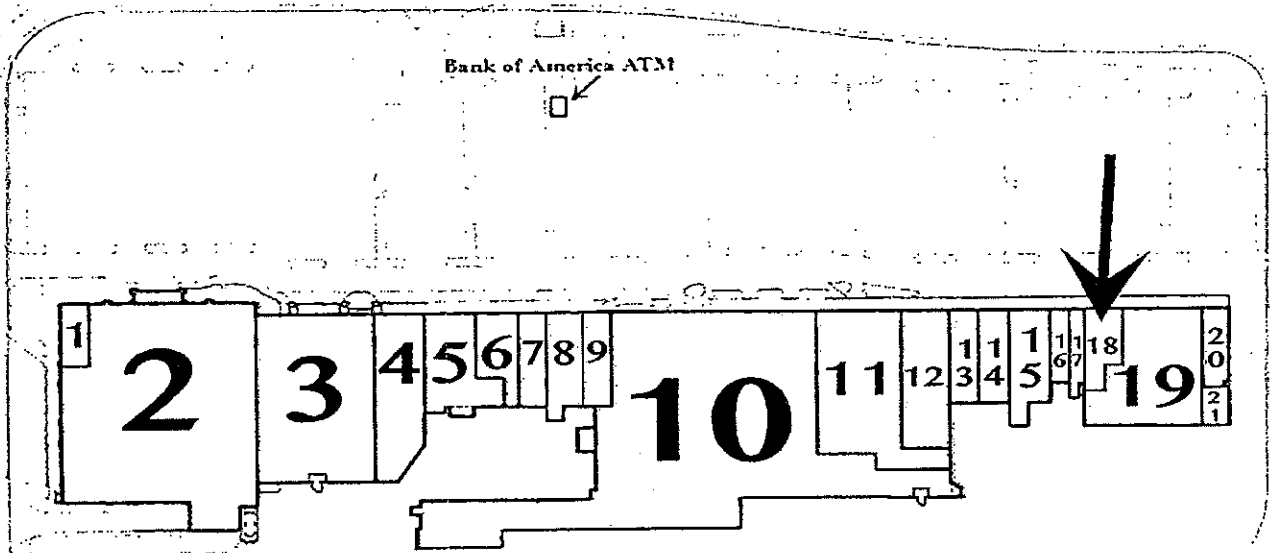
[Landlord]

SAVIN BURGER, LLC, a Connecticut limited  
liability company

By:

  
Robert Savin  
Its Member  
Hereunto duly authorized  
[Tenant]

**EXHIBIT "A"**  
**SITE PLAN**



1	Starbucks Coffee	1,679 s/f	8	Minerva Restaurant	2,400 s/f	15	Zaftig's Deli	3,400 s/f
2	Dick's Sporting Goods	66,000 s/f	9	Fashion Berry Yogurt	2,000 s/f	16	Euro Design Jewelry	1,440 s/f
3	Petco	17,939 s/f	10	Christmas Tree Shops	48,406 s/f	17	Liberty Travel	960 s/f
4	Five Below	7,100 s/f	11	Dress Barn	10,259 s/f	18	Available	2,345 s/f
5	Children's Place	4,100 s/f	12	Carter's Childrenswear	5,786 s/f	19	DXL / Casual Male	10,155 s/f
6	Gentle Dental Center	3,320 s/f	13	Nails & Company	2,500 s/f	20	GameStop	1,649 s/f
7	Jenny Craig	2,000 s/f	14	For Eyes Optical	2,600 s/f	21	Fanara's Tonsorial Parlor	800 s/f

# Sherwood Plaza

Natick, MA



**HAROLD COHEN ASSOCIATES, INC.**

MANAGEMENT AND DEVELOPMENT  
393 TOTTEN POND ROAD  
WALTHAM, MASSACHUSETTS 02454-2013

**EXHIBIT "B"**  
**DEFINITION OF GROSS SALES**  
**INTENTIONALLY OMITTED**

**EXHIBIT "C"**  
**SIGNS**

**1. SIGN CRITERIA**

- A. Signs shall be designed in accordance with local code requirements and regulations outlined in these Criteria.
- B. No signs, other than at the locations outlined in these Criteria will be permitted on any other frontage of any leased premises or building.
- C. All signs shall be flat wall signs and shall not extend more than 6" beyond the face of the surface to which the sign is mounted.
- D. All signs shall be composed of individual, free-standing letters, channel type with plexiglas face. No "belt" or "pillow signs" will be permitted. Small box "box-type" signs ancillary to the main sign may be permitted with Landlord's prior written consent. It shall be the Tenant's responsibility to provide and conceal all necessary sign supports and electrical connections.
- E. Signs or lighting on Tenant's storefront(s) or premises utilizing animation, moving parts, flashing, oscillating, smoke emitting, sound emitting designs or moving lights or variable light intensities, exposed neon tubing, painted non-illuminated letters, luminous vacuum-formed type plastic letters, unedged or uncapped plastic letters, or letters with no return and exposed fastenings, as well as signs employing exposed raceways, ballast boxes or transformers or "box" or cabinet type signs WILL NOT BE PERMITTED. All signs must be illuminated and shall derive light from a concealed source. No exposed lamps, globes, tubes, etc. will be permitted. Illuminated signs may be "pegged out" from mounting surface for backlighting effects.
- F. Lettering on all store signs shall be limited to business or trade name of the premises as it appears on the lease. No sign manufacturer's name, union labels, or other lettering shall be visible. Logo signs shall not be permitted without prior approval of the Landlord in writing.
- G. No detached signs of any kind shall be permitted. No exterior theater attraction boards or changeable letter signs will be permitted.
- H. Except as herein provided, Tenant shall not be entitled to place any sign or advertising matter on the exterior surface of the perimeter walls or surfaces of the leased premises, nor shall Tenant be entitled to place any sign on the roof of the leased premises.
- I. No floor lighting of signs or storefronts by Tenants shall be permitted.
- J. The size, design, color, materials, specific location, content, type of construction, method of mounting and illumination of each sign, as well as Tenant's storefront

design, shall be subject to the approval of the Landlord. Tenant shall submit complete, detailed drawings, in triplicate, containing all of the above information for each sign to Landlord, for review and approval, along with actual samples of all sign materials.

- K. When approved, two (2) copies of sign design drawings will be returned to Tenant for use in submission to the local authorities for sign permit and sign fabrication and erection.
- L. Said approval must be in writing and received by Tenant before fabrication or installation of any signs on storefronts. Signs, storefronts or their components which are installed without first receiving said approval, shall be ordered promptly removed from the leased premises at the expense of the Tenant.
- M. All store signs shall be incorporated into the design of the sign area and shall be positioned within an area defined by lines 12" from the top and bottom and no closer than 18" to the side lease lines.
- N. It is Tenant's sole responsibility to obtain governmental approval for any and all exterior signage.

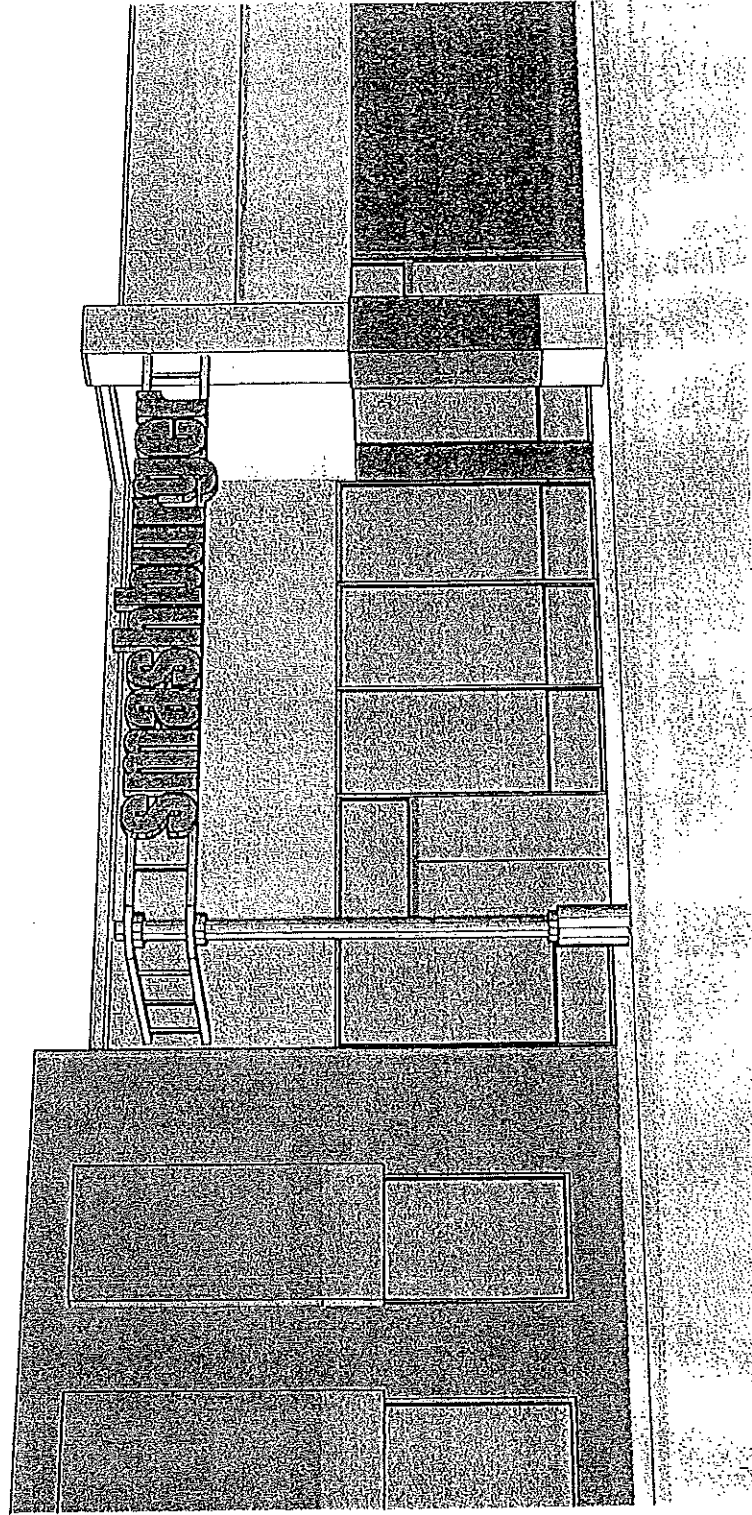
## **2. EXTERIOR DOOR SIGNS**

The following are specific requirements for exterior door signs:

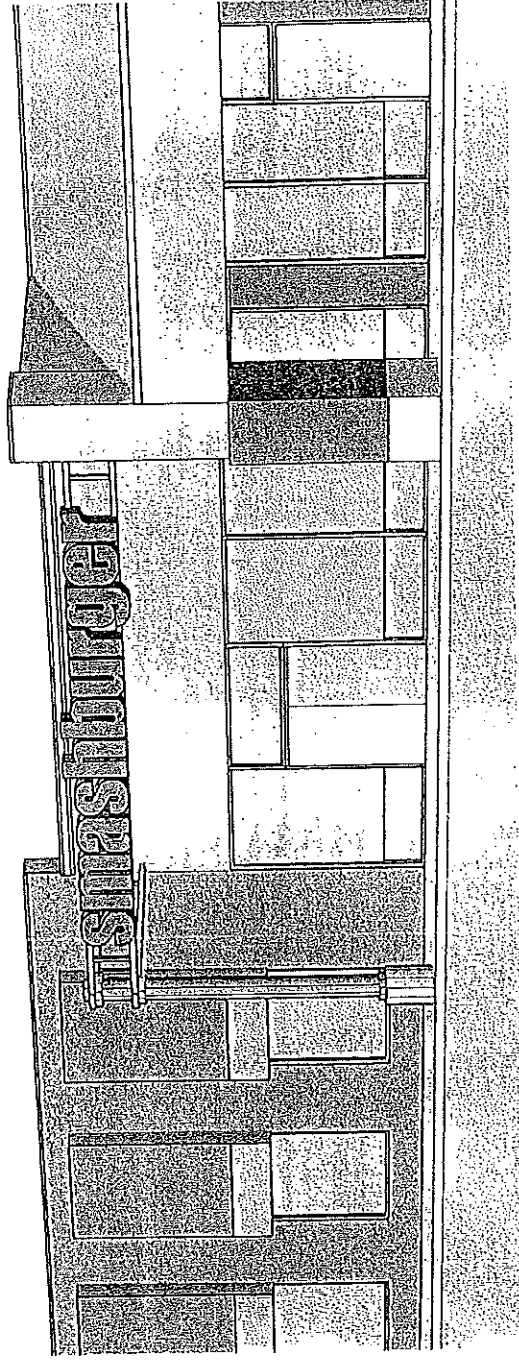
- A. Signs for service door identification of Tenant's store may only contain the name of the Tenant printed on the service doors with a standard, uniform paint color, letter style, size and location which shall be specified by the Landlord.

Notwithstanding anything in the foregoing Sign Criteria to the contrary, Landlord stipulates that it has reviewed Tenant's proposed exterior signage attached hereto as Exhibit C-1, and has approved same.





Smashburger Proposed Signage Perspective      Natick, MA      1/21/2013



Smashburger Proposed Signage Perspective      Natick, MA      1/21/2013

**EXHIBIT "D"**  
**TENANT'S COMMON AREA MAINTENANCE CHARGE**

The costs and expenses in which Tenant is to participate (as referred to in Section 3 of ARTICLE V of the lease to which this Exhibit is annexed) are as follows: all reasonable costs and expenses of every kind and nature paid or incurred by Landlord for the common areas of the Shopping Center in operating, managing, equipping, policing (if and to the extent provided by Landlord) lighting, repairing replacing, and maintaining all parking facilities (except that the cost for the replacement of any parking facilities shall be amortized in accordance with GAAP over the useful life of such replacement and only the amount of such cost pertaining to the year for which Tenant is being billed shall be included in such year's computations) , and all other common areas of the Shopping Center (including, but without limitation, all landscaping and gardening). Such reasonable costs and expenses shall likewise include (but shall not be limited to) water and sewer charges; maintenance of utilities, conduits, fixtures and equipment located in the common areas; premiums for liability, property damage, fire, workman's compensation, and all other insurance on the entire Shopping Center; unemployment taxes, social security taxes, and personal property taxes and assessments; roof repairs on the entire Shopping Center; fees for required licenses and permits; supplies, reasonable depreciation of equipment used in the operation of the common areas; and administrative costs equal to fifteen percent (15%) of the total costs of operating and maintaining the common areas (except appropriate reserves); but there shall be excluded costs of equipment properly chargeable to capital account and depreciation of the original cost of constructing said common facilities.

Tenant covenants and agrees to pay to Landlord an amount equal to 1.192% of all such costs and expenses, which said share shall be paid in monthly installments in an amount reasonably estimated by Landlord, such monthly installments being due on the first day of each and every calendar month in advance. The initial monthly payment shall be in the amount of \$578.00. Said proportionate amount shall be ratably adjusted if there is any increase or decrease in the square footage of the buildings in the Shopping Center.

Within ninety (90) days after the end of each calendar year during the term of this lease, Landlord shall furnish to Tenant a statement in reasonable detail setting forth the computation of such total costs and expenses; thereupon, there shall be a prompt adjustment between Landlord and Tenant, with payment to, or repayment by, Landlord as the case may require, not more than twenty (20) days following the furnishing of such statement, to the end that Landlord shall receive the entire amount of Tenant's share of said costs and expenses, and no more. A due and proper adjustment shall likewise be made to reflect the fact that the first and last years during the term of this lease will be other than a strict calendar year.

**EXHIBIT "E"**  
**TAXES**

Tenant's obligation with respect to real estate taxes as referred to in Section 3 of ARTICLE XV of this lease shall be as follows:

With respect to all taxes payable by Landlord pursuant to the provisions of Section 1 of ARTICLE XV, Tenant agrees to reimburse Landlord in an amount equal to 1.192% thereof, subject to the following provisions:

- A. Tenant's said share of such taxes shall be equitably adjusted for and with respect to the first and last partial tax years (if any) of the term of this lease. Where the applicable tax bills and computations are not available prior to the end of the term hereof, then a tentative computation shall be made on the basis of the previous year's taxes payable by Tenant, with a final adjustment to be made between Landlord and Tenant promptly after all bills and computations are available for such period.
- B. Tenant's said share of said taxes shall be due and payable within twenty (20) days after receipt by Tenant of Landlord's invoice plus a copy of the tax bills involved. However, Tenant shall make monthly tax deposits with Landlord (along with payments of minimum rent) in an amount equal to one twelfth (1/12th) of Tenant's annual share of such taxes, with a final adjustment to be made between the parties as soon as said pro rata share has been determined. The initial amount of such tax deposits shall be \$424.00, but thereafter, the monthly tax deposits shall be predicated upon the last previous full year's share of taxes payable by Tenant.
- C. In every case, said taxes shall be adjusted to take into account any abatement or refund thereof allocable to Landlord, less all of Landlord's costs of securing such abatement or refund.
- D. The foregoing provisions are predicated upon the present system of taxation in the Commonwealth of Massachusetts. If taxes upon rentals shall be substituted, in whole or in part, for the present ad valorem real estate taxes, then Tenant's said share of taxes shall be based upon such taxes on rentals to the extent to which the same shall be a substitute for present ad valorem taxes. Further, if there is any other change in the system of taxation (other than as set out immediately above) which is in substitution of the present system, Tenant shall be responsible for its fair and equitable share thereof, taking into account the prorations provided for in this Exhibit "E". Tenant's share of taxes shall, except as set forth above in this Section D, expressly exclude any income, gross receipt, sales, transaction, franchise, personal property, profits, excise, devolution, estate, inheritance, gift, corporate, succession, capital levy or business transfer taxes of Landlord, as well as any special assessments to the extent such special assessments are for improvements and/or services that do not specifically benefit the Premises and arise out of or relate to specific items of improvement (e.g., roads, sewer

improvements, parking improvements, street lights, etc.) located off site i.e., not on the Shopping Center.

- E. Tenant's proportionate share of said taxes shall be ratably adjusted if there is any increase or decrease in the square footage of buildings in the Shopping Center.

**EXHIBIT "F"**  
**CONDITION OF PREMISES**

### Landlord's Work:

1. All utility connections into the building line at a location established by Tenant for the following utilities (if connections are allowable by utility company prior to Tenant build-out) In the event that the city's review of the Tenant's utilities requirements is greater than provided in this exhibit, the additional cost shall be the sole responsibility of the Tenant.
  - a) One 4" sewer line connected to the main sewer lateral at a minimum depth of 24" in our leased space and disclosure of actual invert depth, including payment of all associated sewer connection and use fees, to a fully functioning sewer – located at the rear of the Leased Premises.
  - b) Two 120-208, 4 wire, 3 phase, 200 AMP main electrical panels and service located within the premises and in accordance with Tenant's plans and specifications including all breakers; each panel should have a 42 circuit panel, recessed panel, wires, conduits, utility company transformers and fees. All main building electrical services to be up to utility and local/applicable codes.
  - c) Provide adequate lighting at the exterior rear of the building, per local/applicable codes.
  - d) Natural gas line appropriately sized to supply a minimum of 2 million BTU's with minimum of 7" of water column delivered to our leased space.
  - e) One 1" water line and shut off valve with a minimum 1" water meter that has a remote reader, with 70 PSI, at 45 GPM, sub metered and pre-installed, including all utility company charges and fees for domestic water use.
  - f) Fire sprinkler system is existing within the leased Premises . The landlord shall modify fire sprinkler system to coordinate with our restaurant design at landlords cost. Drops to be installed by the Tenant.
  - g) Telephone conduits from the main telephone terminal to the property including a pull string for Tenant's exclusive use within the Property.
2. Landlord to provide a location within approx. 200 feet of rear of the Leased Premises for Tenant's Refuse receptacle. Tenant to arrange their own service for refuse collection and removal.
3. Exterior walls and doors, watertight roofing, adequate parking as noted herein.
4. Existing Storefront system with a set of double doors no less than 3'0" X 7'0" each door. If code requires, an additional egress door to match store front system. A rear service door shall be provided of hollow metal, with required hardware for egress.
5. Premises and site to meet all local, state and federal ADA requirements.
6. The premises shall be free of all asbestos and all hazardous waste and/or materials. Said materials shall be legally removed and documented by a duly qualified contractor licensed and certified to remove and dispose of said materials.
7. If there is any lead-based paints and substances in premises, then documentation required of the removal and abatement of all lead-based paints and substances; sanded smooth and ready for paint and/or wall covering.
8. Demising wall framed, insulated and sheet rocked ready for Tenant's paint per existing insulation. *All minimum requirements should meet local applicable codes.*

9. Smooth uniform steel trowel finish concrete slab, uninterrupted plane, clear of all floor covering and free of all mastic.
10. Adequate area and access to and on the roof for Tenant's rooftop equipment for the proposed restaurant.
11. Access to and use of the roof for tenant's satellite dish for an internal music system. The location of any proposed satellite dish must be approved by Landlord. All roof penetrations shall be made by Landlord's roofing contractor at Tenant's sole cost.
12. Landlord, at Landlord's expense, shall place on-site outside of the premises an appropriately sized grease interceptor for Tenant's use per local building and health department requirements and codes.
13. Tenant space shall accommodate a minimum of 12' high finished ceilings (no ceilings by Landlord).
14. Landlord to provide H.V.A.C. stubbed into the demised premises for distribution to meet Tenant's H.V.A.C. requirements, which is estimated to be 1 ton per 150 sq. ft. of demised premises; verified documentation that includes the age of any existing units and confirmation that unit(s) are in good working order.
15. Main equipment and controls; duct detector if required.
16. Provide programmable space thermostat for each unit, mounted a 5'-0" a.f.f.
17. Electric and gas should be run to all HVAC systems, install duct detectors, if needed and install duplex outlet or service requirements at HVAC units; all HVAC systems should be functional and operating.



**EXHIBIT "G"**  
**LEASE ADDENDUM**

TO THE FRANCHISE AGREEMENT  
BETWEEN SMASHBURGER FRANCHISING, LLC  
AND \_\_\_\_\_  
DATED \_\_\_\_\_, 2013

SMASHBURGER FRANCHISING LLC'S  
REQUIRED LEASE ADDENDUM

RIDER AND SPECIAL STIPULATIONS

TO LEASE AGREEMENT DATED \_\_\_\_\_  
BY AND BETWEEN

HC Atlantic Development Limited Partnership, AS "LANDLORD" AND  
Savin Burger, LLC, AS "TENANT" FOR THE DEMISED  
PREMISES ("Premises") DESCRIBED THEREIN

This Rider and the provisions hereof are hereby incorporated into the body of the lease to which this Rider is attached (the "Lease"), and the provisions hereof shall be cumulative of those set forth in the Lease, but to the extent of any conflict between any provisions of this Rider and the provisions of the Lease, this Rider shall govern and control. All capitalized terms not otherwise defined in this rider shall have the meanings ascribed to such terms in the Lease.

I. Consent to Collateral Assignment to Franchisor; Disclaimer. Landlord acknowledges that Tenant intends to operate a Smashburger® restaurant in the Premises, and that Tenant's rights to operate a Smashburger® restaurant and to use the Smashburger® name, trademarks and service marks are solely pursuant to a franchise agreement ("Franchise Agreement") between Tenant and Smashburger Franchising LLC ("Franchisor"). Tenant's operations at the Premises are independently owned and operated. Landlord acknowledges that Tenant alone is responsible for all obligations under the Lease unless and until Franchisor or another franchisee expressly, and in writing, assumes such obligations or takes actual possession of the Premises. Notwithstanding any provisions of this Lease to the contrary, Landlord hereby consents, without payment of a fee and without the need for further Landlord consent, to (i) the collateral assignment of Tenant's interest in this Lease to Franchisor or to an affiliate of Franchisor to secure Tenant's obligations to Franchisor under the Franchise Agreement, and/or (ii) Franchisor's succeeding to Tenant's interest in the Lease as a result of Franchisor's exercise of rights remedies under such collateral assignment or as a result of Franchisor's termination of, or exercise of rights or remedies granted in or under, any other agreement between Franchisor and Tenant. In the event Franchisor, subsequent to the exercise of its remedies under such collateral assignment or as a result of Franchisor's termination of, or exercise of rights or remedies granted in or under, any other agreement between Franchisor and Tenant and Franchisor's assumption of the obligations of Tenant under the Lease, assigns the Lease to another Smashburger franchisee of Franchisor with whom Franchisor has executed its then standard agreement, and Landlord shall have approved the assignment of this Lease to such other franchisee, Franchisor shall be released from all liability under the Lease or otherwise accruing after the date of such assignment (in the event Franchisor is acting as the assignor under such assignment), but neither Tenant nor any other franchisee shall be afforded such release in the event Tenant or such franchisee is the assignor unless otherwise agreed by Landlord.

2. Compliance of Premises With Applicable Law; Parking. Landlord represents and warrants that, to Landlord's actual knowledge, as of the date hereof the Premises are in compliance with all applicable law, including without limitation parking sufficient to comply with the use of the Premises as provided in the Lease. Tenant shall have the right to use parking spaces for its guests, invitees and employees in an amount at least sufficient to comply with applicable zoning and other laws. The use of the parking spaces is provided by Landlord to Tenant without additional charge except that, if it becomes the prevailing custom in the vicinity of the Shopping Center, Landlord

may charge for parking at rates consistent with the parking rates then prevailing in the vicinity of the Shopping Center from time to time.

3. Notice and Cure Rights to Franchisor. Prior to exercising any remedies hereunder (except in the event of imminent danger to property or to persons), Landlord shall give Franchisor written notice of any default by Tenant (which notice may be given concurrently with Tenant's notice), and Franchisor shall have ten (10) days from the giving of such notice as to monetary defaults or (ii) 30 days after the giving of such notice as to non-monetary defaults within which to cure any such default. Landlord agrees to accept cure tendered by Franchisor as if the same was tendered by Tenant, but Franchisor has no obligation to cure such default. The initial address for notices to Franchisor is as follows:

Smashburger Franchising LLC  
Attention: Franchise Legal Department  
1515 Arapahoe St.  
Tower One, 10<sup>th</sup> Floor  
Denver, CO 80202  
Attn: CFO

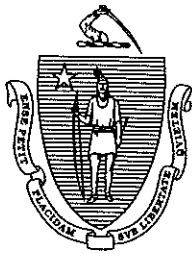
4. Non-disturbance from Mortgage Lenders. Notwithstanding anything contained in the Lease to the contrary or in conflict, it shall be a condition of the Lease being subordinated to any mortgage, deed of trust, deed to secure debt or similar encumbrance on the Premises that the holder of such encumbrance agree, on such mortgagee's standard form agreement for subordination and attornment agreements, not to disturb Tenant's rights under this Lease, or Tenant's possession of the Premises, so long as Tenant is not in default of its obligations hereunder beyond an applicable grace or cure period provided herein (as may be extended from time to time pursuant to paragraph 6 immediately above) and Tenant agrees to enter into such agreement. Landlord represents and warrants that on the date hereof no mortgage, deed of trust, deed to secure debt or similar encumbrance encumbers the Premises.

5. Financing of Trade Fixtures by Franchisor and Security Interest. Any security interest and/or Landlord's lien in Tenant's trade fixtures (to the extent personalty rather than fixtures), 'trade dress', equipment and other personal property in the Premises is hereby subordinated to any security interest and pledge granted to Franchisor in such items. The parties acknowledge that there may be certain personal property in the Premises which are not owned by Tenant, which property shall not be subject to any lien of Landlord. Upon request, Landlord shall grant the party who owns such property reasonable access to the Premises prior to the end of the term of the Lease for the sole purpose of removing such property, provided such party repairs any damage caused by such removal and otherwise complies with Landlord's reasonable requirements with respect to such access.

6. Franchisor Right to Enter. Landlord acknowledges that, under the Franchise Agreement, Franchisor or its appointee has the right to assume the management and operation of the Tenant's business, on Tenant's behalf, under certain circumstances (to-wit: Tenant's abandonment, Tenant's failure to timely cure its default of the Franchise Agreement, and while Franchisor evaluates its right to purchase the restaurant). Landlord agrees that, subject to the rights of Tenant, Franchisor or its appointee may enter upon the Premises for purposes of assuming the management and operation of Tenant's restaurant as provided in the Franchise Agreement and, if it chooses to do so, it will do so in the name of the Tenant but Franchisor and Tenant shall be jointly and severally liable for all covenants and obligations of the lessee under the Lease for and with respect any period of such entry and occupancy. Further, prior to the expiration or earlier termination of this Lease or the Franchise Agreement, Franchisor or its designee may enter upon the Premises for the purpose of removing all signs and other material bearing the Smashburger® name or trademarks, service marks or other commercial symbols of Franchisor and Franchisor shall repair any and all damage caused by any such removal. Such entry for such limited purpose of removals shall not be deemed an assumption of the Lease by Franchisor.

7. Lease Amendments. Landlord and Tenant agree not to enter into any amendment of the Lease which would shorten the term of the Lease or would negate any rights explicitly afforded to Franchisor pursuant to this Rider without obtaining the consent of Franchisor, provided that such consent shall not have been unreasonably withheld by Franchisor.

8. Enforceability by Franchisor. Landlord and Tenant agree that the entity named herein as Franchisor shall have the right to enforce by seeking specific performance or injunctive relief the provisions of this Rider to the extent that such provisions explicitly afford a benefit to Franchisor. In no event shall Landlord be liable for any monetary damages to Franchisor. The rights afforded to Franchisor in this Section 8 are personal to the Franchisor originally named herein and may not be assigned or otherwise transferred and shall be the sole remedy of Franchisor against Landlord at law and in equity.



*The Commonwealth of Massachusetts*  
*Secretary of the Commonwealth*  
*State House, Boston, Massachusetts 02133*

William Francis Galvin  
Secretary of the  
Commonwealth

August 22, 2018

TO WHOM IT MAY CONCERN:

I hereby certify that a certificate of registration of a Foreign Limited Liability Company was filed in this office by

**SAVIN BURGER, LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **April 30, 2013**.

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation or withdrawal; and that, said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **ROBERT SAVIN**

I further certify that the name of persons authorized to act with respect to real property instruments listed in the most recent filings are: **DAVID SAVIN, ROBERT SAVIN**



In testimony of which,  
I have hereunto affixed the  
Great Seal of the Commonwealth  
on the date first above written.

*William Francis Galvin*  
Secretary of the Commonwealth