



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

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

APPLICATION FOR A NEW LICENSE

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

ECRT CODE: RETA

Please make \$200.00 payment here: <https://www.mass.gov/epay-for-online-payments-abcc>

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL

EPAY CONFIRMATION NUMBER

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

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN

STATE

ZIP CODE

For the following transactions (Check all that apply):

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

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

ALCOHOLIC BEVERAGES CONTROL COMMISSION
239 CAUSEWAY STREET
BOSTON, MA 02241-3396

Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

Your account has been billed for the following transaction. You will receive a receipt via email and via text message.



Transaction Processed Successfully.

INVOICE #: 48b2c102-9494-43f3-acaf-dadde9f5efae

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	brokk and eitri LLC	\$200.00
		\$200.00

Total Convenience Fee: \$4.70

Date Paid: 4/4/2019 8:15:04 AM EDT

Total Amount Paid: \$204.70

Payment On Behalf Of

License Number or Business Name:
brokk and eitri, LLC

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
Laura

Last Name:
Cusson

Address:
39 Rockland St

City:
Natick

State:
MA

Zip Code:
01760

Email Address:
laura@brokkandeitri.com

NEW LICENSE

To apply for an alcoholic beverages retail license, you will need the following:

- **New Retail Application**
- **Business Structure Documents**
 - If Sole Proprietor, **Business Certificate**
 - If partnership, **Partnership Agreement**
 - If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth
- **CORI Authorization Form** Complete one for each individual with financial or beneficial interest in the entity that is applying AND one for the proposed manager of record. *This form must be notarized with a stamp or raised seal.*
- **Manager Application**
- **Proof of Citizenship** for the proposed Manager of Record.
- **Vote of the Corporate Board**
- **Supporting Financial Records** for all financing and or loans, including pledge documents, if applicable.
- **Legal Right to Occupy**, a lease or deed.
- **Floor Plan**
- **Abutter's Notification**
- **Advertisement**
- **Monetary Transmittal Form**
- **\$200 Fee** paid online through our online payment portal, ePay
- **Payment Receipt**
- **Additional information, if necessary, utilizing the formats provided and or any affidavits.**
- **Management Agreement**, if applicable

Please Note: you may be requested to submit additional supporting documentation if necessary.



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APPLICATION FOR A NEW LICENSE

Municipality

1. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
<input type="text" value="On-Premises-12"/>	<input type="text" value="\$12 Restaurant"/>	<input type="text" value="Wines and Malt Beverages"/>	<input type="text" value="Annual"/>

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

We wish to serve beer and wine during sessions held at our session-based maker space. Guests register for a session online to make a craft project, and can choose to purchase a beer, glass of wine, or non-alcoholic beverage during their 3-hour crafting session.

Is this license application pursuant to special legislation?

☐ Yes ☒ No

Chapter

Acts of

2. BUSINESS ENTITY INFORMATION

The entity that will be issued the license and have operational control of the premises.

Entity Name	<input type="text" value="Brokk and Eitri, LLC"/>	FEIN	<input type="text" value="REDACTED"/>
DBA	<input type="text" value="brokk + eitri"/>	Manager of Record	<input type="text" value="Jeffrey Cusson"/>
Street Address	<input type="text" value="691 Worcester St., Natick, MA"/>		
Phone	<input type="text" value="6176500221"/>	Email	<input type="text" value="laura@brokkandeitri.com"/>
Alternative Phone	<input type="text" value="5087367288"/>	Website	<input type="text" value="www.brokkandeitri.com"/>

3. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, 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. You must also submit a floor plan.

Building contains three floors.

Retail space occupied by customers is 1400 sq ft on the first floor of the building only. Staff members will assist with projects and serve beverages to the customers' tables. There will not be a centralized bar where customers can walk up and order a drink. Staff will pour drinks from a pantry area at the rear of the first floor.

Total Square Footage:	<input type="text" value="2500"/>	Number of Entrances:	<input type="text" value="1"/>	Seating Capacity:	<input type="text" value="24"/>
Number of Floors	<input type="text" value="2"/>	Number of Exits:	<input type="text" value="4"/>	Occupancy Number:	<input type="text" value="36"/>

4. APPLICATION CONTACT

The application contact is the person whom the licensing authorities should contact regarding this application.

Name:	<input type="text" value="Laura Cusson"/>	Phone:	<input type="text" value="6176500221"/>
Title:	<input type="text" value="Manager"/>	Email:	<input type="text" value="laura@brokkandeitri.com"/>

APPLICATION FOR A NEW LICENSE

5. CORPORATE STRUCTURE

Entity Legal Structure	<input type="text" value="LLC"/>	Date of Incorporation	<input type="text" value="11/7/2018"/>
State of Incorporation	<input type="text" value="Massachusetts"/>	Is the Corporation publicly traded? <input type="radio"/> Yes <input checked="" type="radio"/> No	

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers:
On Premises (E.g. Restaurant/ Club/Hotel) Directors or LLC Managers - At least 50% must be US citizens;
Off Premises (Liquor Store) Directors or LLC Managers - All must be US citizens and a majority must be Massachusetts residents.
- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

Name of Principal	Residential Address	SSN	DOB
<input type="text" value="Jeffrey Cusson"/>	<input type="text" value="39 Rockland St, Natick MA 01760"/>	<input type="text" value="[REDACTED]"/>	<input type="text" value="4/9/1980"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text" value="Member, Manager"/>	<input type="text" value="100"/>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text" value="Laura Cusson"/>	<input type="text" value="39 Rockland St, Natick MA 01760"/>	<input type="text" value="[REDACTED]"/>	<input type="text" value="7/24/1979"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text" value="Manager"/>	<input type="text" value="0"/>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Additional pages attached? ☐ Yes ☒ No

CRIMINAL HISTORY

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☒ No

MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement?
Please provide a copy of the management agreement.

☐ Yes ☒ No

APPLICATION FOR A NEW LICENSE

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 6, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled? Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

7. OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises.

- If the applicant entity owns the premises, a deed is required.
- 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.
- If the real estate and business are owned by the same individuals listed in question 6, either individually or through separate business entities, a signed copy of a lease between the two entities is required.

Please indicate by what means the applicant will occupy the premises

Lease

Landlord Name Boston India Realty

Landlord Phone 617-285-7549

Landlord Email deep.deshpande@talentburst.com

Landlord Address 679 Worcester St., Natick, MA

Lease Beginning Date 5/1/2019

Rent per Month \$3333.33

Lease Ending Date 4/30/2021

Rent per Year \$40,000.00

Will the Landlord receive revenue based on percentage of alcohol sales?

☐ Yes ☒ No

APPLICATION FOR A NEW LICENSE

8. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	
B. Purchase Price for Business Assets	32000
C. Other (Please specify)	
D. Total Cost	32000

SOURCE OF CASH CONTRIBUTION

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
Jeffrey & Laura Cusson	32000
Total:	32000

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

FINANCIAL INFORMATION

Provide a detailed explanation of the form(s) and source(s) of funding for the cost identified above.

Costs for this business are being self-funded by the owners. We are currently seeking a home equity line of credit to cover working capital and any other startup costs we incur beyond our current free cash.

9. PLEDGE INFORMATION

Please provide signed pledge documentation.

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

Please indicate what you are seeking to pledge (check all that apply) ☐ License ☐ Stock ☐ Inventory

To whom is the pledge being made?

10. MANAGER APPLICATION

A. MANAGER INFORMATION

The individual that has been appointed to manage and control the licensed business and premises.

Proposed Manager Name

Date of Birth

SSN

Residential Address

Email

Phone

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

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?*

☒ Yes ☐ No *Manager must be a U.S. Citizen

If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.

Have you ever been convicted of a state, federal, or military crime?

☐ Yes ☒ No

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name
9/2015	5/2019	Product Manager	Fidelity Investments	Deborah Ralys
2/2012	9/2015	Senior Manager	CVS Health	Vijay Kukreja
12/2008	2/2012	Senior Project Manager	89 Degrees, LLC	Tim Reilly
3/2006	11/2008	Project Manager	Valassis Communications	

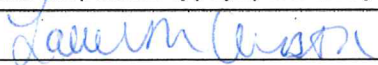
D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? ☐ Yes ☒ No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

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

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature



Date

ADDITIONAL INFORMATION

Please utilize this space to provide any additional information that will support your application or to clarify any answers provided above.

APPLICANT'S STATEMENT

I, Laura Cusson the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☒ LLC/LLP manager
Authorized Signatory
of Brokk and Eitri, LLC
Name of the Entity/Corporation

hereby submit this application (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 statements 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 are in compliance with state and local laws and regulations;
- (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 ownership 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.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature:

Laura Cusson

Date:

4-4-2019

Title:

Manager

CORPORATE VOTE

The Board of Directors or LLC Managers of Brokk and Eitri, LLC
Entity Name
duly voted to apply to the Licensing Authority of Natick and the
City/Town
Commonwealth of Massachusetts Alcoholic Beverages Control Commission on 4-3-2019
Date of Meeting

For the following transactions (Check all that apply):

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

"VOTED: To authorize

Laura Cusson

Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

"VOTED: To appoint

Laura Cusson

Name of Liquor License Manager

as its manager of record, and hereby grant him or 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."

A true copy attest,

Laura M Cusson

Corporate Officer /LLC Manager Signature

For Corporations ONLY

A true copy attest,

Corporation Clerk's Signature

ADDENDUM A

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST (Continued...)

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name		Percentage of Ownership in Entity being Licensed (Write "NA" if this is the entity being licensed)		
Brokk and Eitri		NA		

Name of Principal	Residential Address	SSN	DOB
Jeffrey Cusson	39 Rockland St, Natick, MA 01760	[REDACTED]	04-09-1980
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
Manager	50	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
MA Resident	<input checked="" type="radio"/> Yes <input type="radio"/> No		

Name of Principal	Residential Address	SSN	DOB
Laura Cusson	39 Rockland St, Natick, MA 01760	[REDACTED]	07-24-1979
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
Manager	50	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
MA Resident	<input checked="" type="radio"/> Yes <input type="radio"/> No		

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
MA Resident	<input type="radio"/> Yes <input type="radio"/> No		

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
MA Resident	<input type="radio"/> Yes <input type="radio"/> No		

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
MA Resident	<input type="radio"/> Yes <input type="radio"/> No		

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
MA Resident	<input type="radio"/> Yes <input type="radio"/> No		

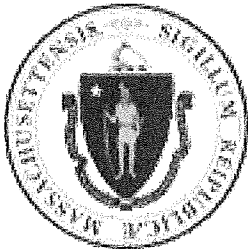
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
MA Resident	<input type="radio"/> Yes <input type="radio"/> No		

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
MA Resident	<input type="radio"/> Yes <input type="radio"/> No		

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?
If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☒ No



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

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

Certificate of Organization

(General Laws, Chapter)

Identification Number [REDACTED]

1. The exact name of the limited liability company is: BROKK AND EITRI, LLC

2a. Location of its principal office:

No. and Street: 39 ROCKLAND STREET
 City or Town: NATICK State: MA Zip: 01760 Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:

No. and Street: 39 ROCKLAND STREET
 City or Town: NATICK State: MA Zip: 01760 Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:

CRAFTS WORKSHOP; AND ANY OTHER ENDEAVOR AUTHORIZED BY THE LIMITED LIABILITY COMPANY STATUTES.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: JEFFREY R. CUSSON
 No. and Street: 39 ROCKLAND STREET
 City or Town: NATICK State: MA Zip: 01760 Country: USA

I, JEFFREY R. CUSSON resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

6. The name and business address of each manager, if any:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	LAURA M. CUSSON	39 ROCKLAND STREET NATICK, MA 01760 USA
MANAGER	JEFFREY R. CUSSON	39 ROCKLAND STREET NATICK, MA 01760 USA

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

Title	Individual Name	Address (no PO Box)
-------	-----------------	---------------------

	First, Middle, Last, Suffix	Address, City or Town, State, Zip Code
SOC SIGNATORY	JEFFREY R. CUSSON	39 ROCKLAND STREET NATICK, MA 01760 USA
SOC SIGNATORY	LAURA M. CUSSON	39 ROCKLAND STREET NATICK, MA 01760 USA
SOC SIGNATORY	MAURICE J. RINGEL	399 CHESTNUT STREET NEEDHAM, MA 02492 USA

8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	JEFFREY R. CUSSON	39 ROCKLAND STREET NATICK, MA 01760 USA
REAL PROPERTY	LAURA M. CUSSON	39 ROCKLAND STREET NATICK, MA 01760 USA

9. Additional matters:

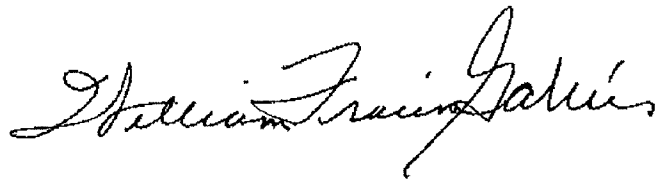
SIGNED UNDER THE PENALTIES OF PERJURY, this 7 Day of November, 2018,
JEFFREY R. CUSSON

(The certificate must be signed by the person forming the LLC.)

THE COMMONWEALTH OF MASSACHUSETTS

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

November 07, 2018 04:20 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, stylized "G" at the end.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



THE COMMONWEALTH OF MASSACHUSETTS
Division of Banks
1000 Washington Street, 10th Floor, Boston, MA 02118
TEL: 617-956-1500 | TDD: 617-956-1577 | FAX: 617-956-1599
MASS.GOV/DOB



**Criminal Offender Record Information (CORI)
Acknowledgement Form**

The Division of Banks has been registered by the Department of Criminal Justice Information Services ("DCJIS") to access **conviction and pending** Criminal Offender Record Information for the purpose of screening:

- Officers of, and applicants for, bank and credit union charters;
- Applicants for licenses to engage in the business of a check casher, check seller, debt collector, foreign transmittal agency, insurance premium finance company, mortgage broker, mortgage lender, motor vehicle sales finance company, retail installment sales finance company, small loan company; and
- Applicants for a license to engage in the activity of a mortgage loan originator for which the Division also has been certified to access non-conviction criminal data.

As an above-described bank officer or license applicant I understand that a CORI check will be submitted for my personal information to the DCJIS. I hereby acknowledge and provide permission to Division of Banks to submit a CORI check for my information to the DCJIS. This authorization is valid for one year from the date of my signature. I may withdraw this authorization at any time by providing Division of Banks with written notice of my intent to withdraw consent to a CORI check.

The Division of Banks may conduct subsequent CORI checks within one year of the date this Form was signed by me provided, however, that Division of Banks must first provide me with written notice of this check.

By signing below, I provide my consent to a CORI check and acknowledge that the information provided on Page 2 of this Acknowledgement Form is true and accurate.

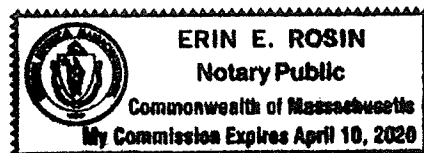
Rene Mlesna

Signature of CORI Subject

3-16-19

Date

On this 16th day of March, 2019, before me, the undersigned notary public, personally appeared Laura M. Cusson (name of document signer), proved to me through satisfactory evidence of identification, which were MA DRIVER'S LICENSE 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.



Erin E. Rosin
Notary Public



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY
Department of Criminal Justice Information Services
200 Arlington Street, Suite 2200, Chelsea, MA 02150
TEL: 617-660-4640 | TTY: 617-660-4606 | FAX: 617-660-5973
MASS.GOV/CJIS



SUBJECT INFORMATION

Please complete this section using the information of the person whose CORI you are requesting.
The fields marked with an asterisk (*) are required fields.

* First Name: Laura Middle Initial: M
* Last Name: Cusson Suffix (Jr., Sr., etc.): _____
Former Last Name 1: Ackroyd
Former Last Name 2: _____
Former Last Name 3: _____
Former Last Name 4: _____
* Date of Birth (MM/DD/YYYY): 07-24-79 Place of Birth: Haverhill MA
* Last **SIX** digits of Social Security Number: [REDACTED] ☐ No Social Security Number
Sex: F Height: 5 ft. 7 in. Eye Color: blue Race: Caucasian
Driver's License or ID Number: _____ State of Issue: MA
Father's Full Name: Kenneth W. Ackroyd
Mother's Full Name: Donna M. Ackroyd

Current Address

* Street Address: 39 Rockland St
Apt. # or Suite: _____ *City: Natick *State: MA *Zip: 01760

SUBJECT VERIFICATION

The above information was verified by reviewing the following form(s) of government-issued identification:

Verified by:

Laura M. Cusson

Print Name of Verifying Employee

Laura M Cusson

Signature of Verifying Employee

3-16-19

Date



THE COMMONWEALTH OF MASSACHUSETTS
Division of Banks
1000 Washington Street, 10th Floor, Boston, MA 02118
TEL: 617-956-1500 | TDD: 617-956-1577 | FAX: 617-956-1599
MASS.GOV/DOB



**Criminal Offender Record Information (CORI)
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- Officers of, and applicants for, bank and credit union charters;
- Applicants for licenses to engage in the business of a check casher, check seller, debt collector, foreign transmittal agency, insurance premium finance company, mortgage broker, mortgage lender, motor vehicle sales finance company, retail installment sales finance company, small loan company; and
- Applicants for a license to engage in the activity of a mortgage loan originator for which the Division also has been certified to access non-conviction criminal data.

As an above-described bank officer or license applicant I understand that a CORI check will be submitted for my personal information to the DCJIS. I hereby acknowledge and provide permission to Division of Banks to submit a CORI check for my information to the DCJIS. This authorization is valid for one year from the date of my signature. I may withdraw this authorization at any time by providing Division of Banks with written notice of my intent to withdraw consent to a CORI check.

The Division of Banks may conduct subsequent CORI checks within one year of the date this Form was signed by me provided, however, that Division of Banks must first provide me with written notice of this check.

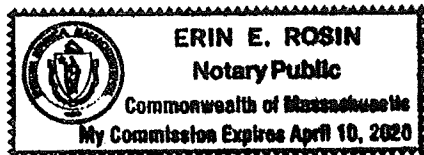
By signing below, I provide my consent to a CORI check and acknowledge that the information provided on Page 2 of this Acknowledgement Form is true and accurate.

Signature of CORI Subject

3-16-19

Date

On this 16th day of March, 2019, before me, the undersigned notary public, personally appeared Jeffrey Curson (name of document signer), proved to me through satisfactory evidence of identification, which were MA DRIVER'S LICENSE to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.


Notary Public



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY
Department of Criminal Justice Information Services
200 Arlington Street, Suite 2200, Chelsea, MA 02150
TEL: 617-660-4640 | TTY: 617-660-4606 | FAX: 617-660-5973
MASS.GOV/CJIS



SUBJECT INFORMATION

Please complete this section using the information of the person whose CORI you are requesting.
The fields marked with an asterisk (*) are required fields.

* First Name: Jeffrey Middle Initial: L
* Last Name: Cusson Suffix (Jr., Sr., etc.): _____
Former Last Name 1: _____
Former Last Name 2: _____
Former Last Name 3: _____
Former Last Name 4: _____
* Date of Birth (MM/DD/YYYY): 04-09-1980 Place of Birth: Worcester MA
* Last SIX digits of Social Security Number: [REDACTED] ☐ No Social Security Number
Sex: M Height: 5 ft. 10 in. Eye Color: _____ Race: Caucasian
Driver's License or ID Number: _____ State of Issue: MA
Father's Full Name: Richard Cusson
Mother's Full Name: Ann M. Cusson

Current Address

* Street Address: 39 Rockland St
Apt. # or Suite: _____ *City: Natick *State: MA *Zip: 01760

SUBJECT VERIFICATION

The above information was verified by reviewing the following form(s) of government-issued identification:

Verified by:

Jeffrey R. Cusson

Print Name of Verifying Employee

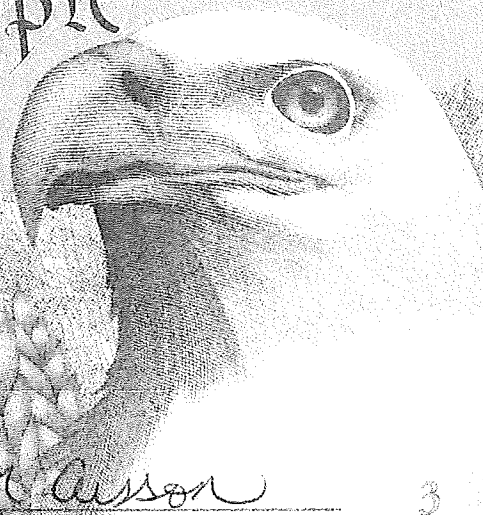
[Signature]

Signature of Verifying Employee

3-16-19

Date

*If the United States,
 der to form a more perfect Union,
 lish Justice, insure domestic Tranquillity,
 ide for the common defence,
 ote the general Welfare, and secure
 lessings of Liberty to ourselves and
 osterity, do ordain and establish this
 titution for the United States of America.*



Rana M. Carson

SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR



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

P **USA**

USA

454416620

Surname / Nom / Apellidos

CUSSON

Given Names / Prénoms / Nombres

LAURA MICHELLE

Nationality / Nationalité / Nacionalidad

UNITED STATES OF AMERICA

Date of birth / Date de naissance / Fecha de nacimiento

24 Jul 1979

Place of birth / Lieu de naissance / Lugar de nacimiento

Sex / Sexe / Sexo

MASSACHUSETTS, U.S.A.

F

Date of issue / Date de délivrance / Fecha de expedición

Authority / Autorité / Autoridad

04 Mar 2009

United States

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

Department of State

03 Mär 2019

Endorsements / Mentions Spéciales / Anotaciones

SEE PAGE 27

USA

[illegible]

COMMERCIAL LEASE

ARTICLE I (Parties)

Boston India Realty, LLC, a Massachusetts limited liability company with a principal address of 679 Worcester Road, Natick, Massachusetts 01760, hereinafter referred to as "**LESSOR**", which expression shall include LESSOR'S successors, executors, administrators, and assigns where the context so admits, does hereby lease to **Brokk and Eitri, LLC**, a Massachusetts limited liability company with a principal address of 39 Rockland Street, Natick, MA 01760, hereinafter referred to as "**LESSEE**", which expression shall include LESSEE'S successors, executors, administrators, and assigns where the context so admits, the following described premises upon the terms and conditions set forth in this Commercial Lease (the "**Lease**").

ARTICLE II (Leased Premises)

A. **Leased Premises:** LESSOR hereby leases and demises to LESSEE, subject to and with the benefit of the terms, covenants, conditions and provisions of this Lease, the building (the "**Building**") located at 691 Worcester Road, Natick, Massachusetts 01760 (the "**Property**"), consisting of approximately 3,500 rentable square feet, (the "**Leased Premises**").

B. **Condition of Premises:** Except as otherwise set forth in this Lease, LESSEE agrees to accept delivery of the Leased Premises on the Effective Date (as herein defined) in its "as is" condition. LESSEE acknowledges that LESSOR is not required to perform any work or improvements to the Leased Premises as a condition to LESSEE's initial occupancy thereof or the inception of this Lease other than as set forth in this Lease.

C. **LESSOR's Work:** LESSOR agrees to make certain improvements to the Property as set forth in **Exhibit B** as ("**LESSOR's Work**"). LESSOR's Work shall be performed by LESSOR or any appropriate contractors or subcontractors as determined in the sole and absolute discretion of LESSOR, all at LESSOR's sole cost. LESSOR shall complete LESSOR'S Work on or before the Effective Date. LESSOR shall deliver the Leased Premises with all base building systems servicing the Leased Premises in good working condition.

ARTICLE III (Term)

A. **Term.** Subject to satisfaction of all conditions precedent referenced in subparagraph C below ("Conditions Precedent), and not otherwise, the term of the Lease shall be for two (2) years commencing on the Effective Date (as defined herein) and ending one (1) month following the second (2nd) anniversary of the Effective Date (as the same may be extended, the "**Term**") unless otherwise earlier terminated or extend pursuant to the terms hereof. For the purposes of this Lease, the "**Effective Date**" shall be the earlier of May 1, 2019 or the first day of the calendar month in which the LESSEE occupies the Leased Premises. For the avoidance of doubt the Effective Date shall not commence unless and until all Conditions Precedent have first been satisfied; and unless all Conditions Precedent have first been

satisfied (by written notice given to LESSOR by LESSEE), this Lease shall be null and void and shall not be binding upon LESSOR or LESSEE.

- B. **LESSEE's Extension Option.** LESSEE shall have one (1) option to renew the Term for an additional one (1) year term (an "Extended Term") by giving LESSOR written notice not less than nine (9) months prior to the end of the original Term. During the Extended Term, if any, Base Rent shall be \$41,200.00 annually for the Leased Premises.
- C. **Conditions Precedent.** As Conditions Precedent, LESSEE shall first have obtained (1) a special permit from the Natick Planning Board for approval of zoning and usage under its guidelines as a Restaurant with Mechanical Entertainment; (2) a Massachusetts Alcoholic Beverage Retail License; (3) a Natick Common Victualer License; (4) approval of the Natick Board of Health to operate a food establishment for pre-packaged foods; and (5) LESSEE's satisfaction with the inspection report of an inspection of the property by LESSEE's architect or other inspector.

ARTICLE IV (Rent)

Commencing on the Rent Commencement Date, the LESSEE shall, for the first year of this Lease, pay to the LESSOR on or before the first day of each month, in advance, base rent in monthly installments of an amount equal to \$3,333.33 per month. On the first anniversary of the Rent Commencement Date and on each year thereafter during the original Term, the base rent amount shall remain the same, \$3,333.33 per month. Any and all base rent due to LESSOR during the Term is hereinafter referred to as the "Base Rent", and Base Rent together with other periodic payments required to be paid by LESSEE to LESSOR hereunder are sometimes collectively referred to as "Rent".

For the purposes of this Lease, the "Rent Commencement Date" shall be ~~June~~April 1, 2019 or first day of the first (1st) month following the date on which LESSOR provides factually correct written notice to LESSEE that the LESSOR's Work is completed.

ARTICLE V (Security Deposit)

Upon the execution of this Lease, LESSEE shall deposit with LESSOR an amount of \$6,666.67 (the "Security Deposit") and in addition first (1st) months' rent in the amount of \$3,333.33 for a total deposit of \$10,000.00. LESSOR may, at its option upon the occurrence and during the continuation of an Event of Default (as defined in Article XX), apply all or part of the Security Deposit to any unpaid Rent or other charges due from LESSEE, cure any other defaults of LESSEE, or compensate LESSOR for any loss or damage which LESSOR may suffer due to LESSEE's default. If LESSOR shall so use any part of the Security Deposit, LESSEE shall restore the Security Deposit to its full amount within ten (10) days after LESSOR's request. No interest shall be paid on the Security Deposit, no trust relationship is created herein between LESSOR and LESSEE with respect to the Security Deposit, and the Security Deposit may be commingled with other funds of LESSOR. Within thirty (30) days of the expiration or termination of this Lease not resulting from LESSEE's default, and after LESSEE shall have

vacated the Leased Premises in the manner required by this Lease, LESSOR shall pay to LESSEE any balance of the Security Deposit not applied pursuant to this Article.

ARTICLE VI (Taxes)

LESSOR shall pay any municipal real property taxes assessed against the Leased Premises and the Property and sewerage taxes, betterments, and any and all other taxes (collectively, the "Taxes") due and payable beginning with the Effective Date and continuing until the end of Fiscal Year 2019 (June 30, 2019). Beginning with Fiscal Year 2020 (beginning July 1, 2019), LESSEE shall pay to LESSOR LESSEE's Proportionate Share (as defined herein) of any increases in Taxes over Taxes due for the Fiscal Year 2019. LESSOR shall provide LESSEE with sufficient documentation evidencing any such increases. LESSOR shall elect to pay any betterment assessment over the longest permissible period to time and only the portion thereof allocable to each Fiscal Year after Fiscal Year 2019 shall be included in Taxes hereunder.

As used in this Lease, "LESSEE's Proportionate Share" shall equal 100%, based on the ratio of the rentable floor area of the Leased Premises to the total rentable floor area contained in the Building. LESSOR represents that the floor area of the Leased Premises consists of 3,500 rentable square feet and that the floor area of the Building consists of 3,500 rentable square feet, each as determined by LESSOR using the same methodology. LESSEE reserves the right to confirm LESSOR's measurement of the Leased Premises following completion of LESSOR's Work. Upon certification by LESSEE's architect or other professional measuring the Leased Premises, the rentable floor area of the Leased Premises shall be revised, together with the Base Rent and all applicable provisions of this Lease based thereon.

ARTICLE VII (Utilities)

Commencing with the Effective Date, LESSEE shall pay for all LESSEE'S utilities directly to Utility Companies as measured by a separate meter for the Leased Premises. In the event that utilities cannot be separately metered, LESSEE shall pay its proportionate share of the utilities as part of the Operating Expenses hereunder all subject to interruption due to any accident, to the making of repairs, alterations or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service or supplies from the source from which they are usually obtained for said Leased Premises, or to any cause beyond the LESSOR's control. In the event of any such interruption, LESSOR shall use diligent good faith efforts to restore all such utilities and other services to full operation as soon as reasonably possible. No plumbing, construction or electrical work of any type shall be done without LESSOR's prior written approval and appropriate permits.

ARTICLE VIII (Operating Expenses)

Beginning January 1, 2020, LESSEE shall pay to LESSOR LESSEE's Proportionate Share of any costs associated with Operating Expenses (as defined below) to the extent that they exceed the amount equal to the total Operating Expenses for calendar year 2019. LESSOR shall provide LESSEE with sufficient documentation evidencing any such increases.

The term "Operating Expenses" shall mean all of the expenses and costs incurred by LESSOR in connection with the operation, repair, maintenance, protection and management of the Building and Property, including utilities if not separately metered, but shall not include any expense incurred by LESSOR to provide any service to a specific tenant of the Building that is not generally provided to the other tenants of the Building. LESSEE is responsible for its own janitorial and snow plowing/removal. LESSOR will be responsible for anything structurally related to the Building and the HVAC. Damage and repair to the interior of the Building and doors is the LESSEE's responsibility.

ARTICLE IX (Use of Leased Premises)

LESSEE shall use the Leased Premises only for retail use, crafts and maker space, lawful uses ancillary thereto (sometimes referred to herein as the "Permitted Use"). LESSEE shall have unlimited, 24 hour-a-day, 7 days per week access to the Leased Premises and all portions of the Building and/or the Property necessary to access and use the Leased Premises so that LESSEE may conduct its business in an efficient manner.

ARTICLE X (Common Areas)

LESSOR shall maintain the common areas of the Building and/or the Property in good order, condition, and repair at LESSOR's sole cost and expense without further contribution from LESSEE beyond its payment of Base Rent.

ARTICLE XI (Insurance)

(a) LESSEE Insurance. LESSEE shall obtain and keep in full force during the Term the following coverage: (a) policy of commercial general liability insurance (including personal injury, broad form contractual liability, broad form property damage, and products liability), naming LESSOR as an additional insured, with minimum limits per occurrence of not less than Two Million Dollars (\$2,000,000), combined single limit and aggregate on an occurrence form, (b) an automobile liability policy (including all owned, hired or non-owned vehicles) naming LESSOR and LESSOR's mortgagee or mortgagees, as the case may be, as additional insureds, with minimum limits per occurrence of not less than One Million Dollars (\$1,000,000), combined single limit and aggregate on an occurrence form, (c) special form of coverage, including vandalism and malicious mischief theft and water damage in an amount equal to the actual cash value of LESSEE's personal property naming LESSOR and LESSOR's mortgagee or mortgagees, as the case may be, as additional insureds, and (d) worker's compensation insurance as required by applicable federal or state law.

(b) Waiver of Subrogation. Notwithstanding anything herein to the contrary, LESSOR and LESSEE each hereby waives any and all rights of recovery, claim, action, or cause of action against the other, its agents, employees, licensees, or invitees for any loss or damage to or at the Leased Premises or the Property or any personal property of such party therein or thereon by reason of fire, the elements, or any other cause which is covered, or would have been covered, by the insurance coverages required to be maintained by LESSOR and LESSEE, respectively, under this Lease, regardless of cause or origin, including omission of the other party hereto, its agents,

employees, licensees, or invitees. LESSOR and LESSEE covenant that no insurer shall hold any right of subrogation against either of such parties with respect thereto.

ARTICLE XII (Maintenance of Leased Premises)

The LESSEE agrees to maintain the Leased Premises including by making routine, non-capital repairs to all plumbing, electrical, heating, cooling and ventilation systems located within and serving exclusively the Leased Premises, in the same condition as they are at the Effective Date or as they may be put in during the Term of this Lease, reasonable wear and tear, damage by fire and other casualty excepted. LESSEE shall maintain and keep in force, at LESSEE's sole expense, all licenses, inspections and permits, if any, required by any governmental authority in connection with the occupation or use of the Leased Premises. The LESSEE shall not knowingly permit the Leased Premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste. LESSEE shall be required to obtain the consent of LESSOR to erect any sign on the Leased Premises (in compliance with applicable law), which shall be situated outside of the Leased Premises. LESSEE shall be solely responsible for the maintenance and upkeep of the Leased Premises, including within LESSEE's responsibilities, cleanliness, safety, timely removal of all trash and debris, and overall neatness and shall hire (or perform) its own daily cleaning service.

ARTICLE XIII (Alterations, Improvements and Trade Fixtures)

LESSEE shall not make any alterations, installations, changes, additions or improvements in or to the Leased Premises without first having obtained LESSOR's written consent thereto, which consent may not be unreasonably withheld or delayed. All such alterations and other improvements shall be made at LESSEE's sole expense and shall become the property of the LESSOR and be surrendered with the Leased Premises upon the expiration of this Lease, unless and to the extent that LESSOR shall specify to the contrary simultaneously with granting any approvals therefor required under this Article. LESSEE hereby agrees to indemnify and hold LESSOR harmless from any and all claims, costs, demands and expenses resulting from such work performed in the Leased Premises by LESSEE.

LESSEE's furniture, equipment and supplies shall remain the property of LESSEE, even if affixed to the Leased Premises, and such furniture, equipment and supplies may be removed by LESSEE (and shall be so removed by LESSEE if so directed by LESSOR) at or prior to the expiration or prior termination of this Lease and LESSEE shall repair any damage to the Leased Premises resulting from such removal. All alterations, installations, changes, replacements, additions to or improvements upon the Leased Premises made without LESSOR's consent (exclusive of wholly cosmetic improvements) shall likewise at the election of LESSOR remain upon the Leased Premises and be surrendered, or removed, as aforesaid.

ARTICLE XIV (Parking)

At no cost to LESSEE, LESSEE shall have the right to use the onsite parking spaces in the parking lot of the Building as designated in Exhibit C and shall have unlimited, 24 hour-a-day, 7 days per week access to such parking spaces.

ARTICLE XV (Access)

The LESSOR or agents of the LESSOR may, at reasonable times with twenty-four (24) hours' notice, except in cases of emergency, enter the Leased Premises for any reasonable purpose, including to inspect or make repairs and alterations as LESSOR should elect to do. LESSOR may also show the Leased Premises to prospective tenants, at any time within six (6) months before the expiration of the Term.

ARTICLE XVI (Compliance with Laws)

LESSEE shall make all non-structural repairs, alterations, additions or replacements to the Leased Premises required by any law or ordinance or any order or regulation of any public authority pertaining to LESSEE's specific use or manner of use of the Leased Premises; keep the Leased Premises equipped with all safety equipment so required; pay all municipal, county, or state taxes assessed against personal property of any kind of the LESSEE; and comply with the orders, regulations, variances, licenses and permits of or granted by governmental authorities with respect to zoning, building, fire, health and other codes, regulations, ordinances or laws applicable to the Leased Premises, and the condition, improvement, use or occupancy thereof, except that LESSEE may defer compliance so long as the validity of any such order, regulation, code, ordinance or law shall be contested by LESSEE in good faith and by appropriate legal proceedings, provided LESSEE first gives LESSOR appropriate assurance reasonable satisfactory to LESSOR against any loss, cost or expense on account thereof and either a cash deposit or a bond equal to any potential loss, cost or expense to LESSOR, and provided such contest shall not subject LESSOR to criminal penalties or civil sanctions, loss of property or material civil liability.

ARTICLE XVII (Indemnification and Liability)

Upon notice and demand by LESSOR, LESSEE agrees to indemnify, defend and hold LESSOR and its shareholders, directors, managers, members, officers, employees, other agents and affiliates ("LESSOR Indemnitees") harmless from and against any and all losses, injuries, claims, demands, liabilities, obligations, suits, penalties, forfeitures, costs and expenses of every type or kind, including reasonable attorneys' fees actually incurred, disbursements and costs of investigation which are imposed upon, incurred by or asserted against LESSOR Indemnitees to the extent resulting from (i) the negligent act or omission or willful misconduct of LESSEE or any officer, employee or agent under the control or supervision of LESSEE, (ii) any injury to any party occurring at the Leased Premises, (iii) the violation of any applicable law, regulation or rule by LESSEE or any officer, employee or agent under the control or supervision of LESSEE or (iv) the violation by LESSEE of any provision of this Lease, except to the extent such claims, demands, causes of action, suits, proceedings or liabilities are attributable to the negligence or willful misconduct of any of the LESSOR Indemnitees. The provisions of this Article XVI shall survive the expiration or earlier termination of this Agreement.

ARTICLE XVIII (Casualty and Taking)

Should a substantial portion of the Leased Premises (or any portion of the Building or Property necessary to access the Leased Premises or reasonably use the same as contemplated hereby) be

substantially damaged by fire or other casualty, or be taken by eminent domain, the LESSEE may elect to terminate this lease by giving written notice of that effect to LESSOR within thirty (30) days after such occurrence. Any apportionment or adjustment of Rent shall be as of the time of termination (subject to abatement as of the damage as hereinafter provided). As used in this Article, the word "substantial" shall mean twenty-five percent (25%) or more of the Leased Premises or damage to the Leased Premises or Building that is reasonably established to require in excess of ninety (90) days to restore. LESSEE may also terminate this Lease if LESSOR fails to fully restore the Leased Premises (and portions of the Building necessary to access or use the Leased Premises) within one hundred fifty (150) days of the damage or if any damage to the Leased Premises occurs during the last 12 months of the Term that is reasonably established to require in excess of thirty (30) days to restore. When such fire, casualty, or taking renders any portion of the Leased Premises unsuitable for their intended use, a just and proportionate abatement of Rent shall be made and the LESSOR shall, forthwith and diligently, restore the Leased Premises to its prior condition, suitable for its intended use as contemplated under the Lease.

Without limitation, in no event, however, need LESSOR restore any portion of the Building (exclusive of the Leased Premises) which is not necessary to access the Leased Premises and not necessary for the use and enjoyment of the Leased Premises by LESSEE.

ARTICLE XIX (Eminent Domain)

If the whole or any part of the Leased Premises shall be taken or condemned for public or quasi-public use or purpose by any competent authority, or conveyed in lieu thereof (a "Taking"), LESSEE shall have no claim against LESSOR and shall not have any claim or right to any portion of any amount that may be awarded as damages or paid as a result of such taking; and all rights of the LESSEE to damages therefor, if any, are hereby assigned by the LESSEE to the LESSOR. Upon such Taking, if the Term of this Lease shall terminate, LESSEE shall have no claims against the LESSOR for the value of any unexpired term of this Lease. LESSEE, however, shall be entitled to claim, prove and receive in a condemnation proceeding such awards as may be allowed for damages to or the Taking of fixtures, equipment and other personal property installed by it and which is herein permitted to remove from the Leased Premises at the end of the Term and any moving expenses, but only if such awards shall be separately awarded in addition to (and not out of or in diminution of) the award made to LESSOR.

ARTICLE XX (Default and Bankruptcy)

In the event that (each an "Event of Default"):

- (a) The LESSEE shall fail to pay any installment of Rent, or other sum herein specified, and such default shall continue for five (5) days after written notice thereof, however, such notice shall only be required to be given once in any twelve (12) month period and following such one notice, no further notices of such failure shall be required to constitute a default during such twelve month period; or

(b) The LESSEE shall default in the observance or performance of any other of the LESSEE'S covenants, agreements, or obligations hereunder, and such default shall not be corrected within thirty (30) days after written notice thereof; or

(c) The LESSEE shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors; or

(d) The LESSEE shall file or there shall be filed against LESSEE a petition in bankruptcy or reorganization or for an arrangement for the benefit of creditors under any Article or chapter of the United States bankruptcy laws or under any similar law or statute of any State which is not dismissed within sixty (60) days of any involuntary filing; or

(e) A receiver or trustee shall be appointed for all or substantially all of the assets of LESSEE.

Upon the occurrence and during the continuation of any such Event of Default, LESSOR may terminate this Lease by written notice to LESSEE, specifying a date not less than five (5) days after the giving of such notice on which this Lease shall terminate and this Lease shall come to an end on the date specified therein as fully and completely as if such date were the date herein originally fixed for the expiration of the Term of this Lease and LESSEE will then quit and surrender the Leased Premises to LESSOR, but LESSEE shall remain liable as hereinafter provided. In the event LESSEE fails to surrender the Leased Premises, the LESSOR shall re-enter and take complete possession of the Leased Premises, and remove the LESSEE'S effects, without prejudice to any remedies which might be otherwise used for arrears of any Rent or other default.

The LESSEE shall indemnify the LESSOR against all loss of Rent and other payments which the LESSOR may incur by reason of such termination during the residue of the Term. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees for instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the prime rate then published in The Wall Street Journal plus three percent (3%) per annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent (the "Additional Rent").

The LESSEE covenants and agrees, notwithstanding any termination of this Lease as aforesaid or any entry or re-entry by the LESSOR, whether by summary proceedings (and the LESSEE hereby expressly waives any notice to quit possession of the Leased Premises prior to the institution of such 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 Base 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 LESSOR had not entered or re-entered, as aforesaid, and whether the Leased 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. Additionally, LESSEE shall be responsible for the unamortized cost of the LESSOR's Work Value for the remainder of the Term. To induce the LESSOR to enter into this Lease, the LESSEE hereby waives any right to trial by jury in any action, proceeding or counterclaim brought by the LESSOR against the LESSEE on any matter whatsoever arising out of or in any way connected with this Lease, the relationship of the LESSOR and the LESSEE and the LESSEE's use and occupancy of the Leased Premises and/or any claim of injury or damage.

Nothing contained in this Lease shall, however, limit or prejudice the right of LESSOR to prove for and obtain in proceeding under any federal or state law relating to bankruptcy or reorganization or arrangement, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether or not the amount be greater than the amount of the loss or damages referred to above.

Any and all rights and remedies which LESSOR may have under this Lease, and at law and equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more of all such rights and remedies may be exercised at the same time insofar as permitted by law.

Any consent or permission by LESSOR to any act or omission which otherwise would be a breach of any covenant or condition herein, or any waiver by LESSOR of the breach of any covenant or condition herein, shall not in any way be held or construed (unless expressly so declared) to operate so as to impair the continuing obligation of any covenant or condition herein, or except as to the specific instance, operate to permit similar acts or omissions. The failure of LESSOR to seek redress for violation or to insist upon the strict performance of, any covenant or condition of this Lease shall not be deemed a waiver of such violation nor a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The receipt by LESSOR of Rent with knowledge of the breach of any covenant of this Lease shall not be deemed to have been a waiver of such breach or covenant of this Lease and shall not be deemed to have been a waiver of such breach by LESSOR unless such waiver is in writing signed by the LESSOR. No consent or waiver, express or implied, by LESSOR to or of any breach of any agreement or duty shall be construed as a waiver or consent to or of any other breach of the same or any other agreement or duty.

ARTICLE XXI (Notice)

Any notice from the LESSOR to the LESSEE relating to the Leased Premises or to the occupancy thereof, shall be deemed duly served as of the date sent, by registered or certified mail, return receipt requested, postage prepaid, or via hand delivery or via a recognized next business day delivery service and addressed as follows:

If to the LESSEE: Brokk and Eitri LLC
 691 Worcester Road
 Natick, MA 01760
 Attn: Laura Cusson

with a copy to: Maurice J. Ringel, Esq.
 Ringel Law, PC
 399 Chestnut Street
 Needham, MA 02492

If to the LESSOR: Boston India Realty, LLC

679 Worcester Road
Natick, MA 01760
Attn: Mr. Deep Deshpande

ARTICLE XXII (Surrender)

The LESSEE shall at the expiration or other termination of this Lease remove all LESSEE'S goods and effects from the Leased Premises (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the Leased Premises). LESSEE shall deliver to the LESSOR the Leased Premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the Leased Premises, in the same condition as they were at the Effective Date, or as they were put in during the term hereof, reasonable wear and tear and damage by fire or other casualty only excepted. In the event of the LESSEE'S failure to remove any of the LESSEES' property from the Leased Premises, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to exercise LESSOR's rights under Article XIII above.

For each day after the expiration of the Term, or the earlier termination of this Lease, and prior to LESSEE's performance of its obligations to yield up the Leased Premises under this Article, LESSEE shall pay to LESSOR as Rent an amount equal to one hundred fifty percent (150%) of the Base Rent computed on a daily basis, together with all Additional Rent payable with respect to each such day. LESSEE shall further indemnify LESSOR against all loss by the payment of reasonable costs and, if LESSOR notifies LESSEE of LESSOR's agreement with another party to occupy the Leased Premises and LESSEE fails to vacate within fifteen (15) days of such notice, any damages resulting from LESSEE's delay in surrendering the Leased Premises as above provided.

ARTICLE XXIII (Brokerage)

Both parties warrant and represent that they have had no dealing with any broker or agent in connection with this Lease except Avison Young whose commission shall be paid by LESSOR per separate agreement.

ARTICLE XXIV (Other Provisions)

- A. **Assignment**: This Lease may only be assigned or sublet by LESSEE upon the prior written consent of LESSOR, which shall not be unreasonably withheld or delayed. Any net profits resulting from an assignment or sublease shall be split evenly between LESSOR and LESSEE. LESSEE shall pay LESSOR one half of any such excess within thirty (30) days after LESSEE's receipt of such excess consideration after deducting from the excess all reasonable and customary expenses directly incurred by LESSEE attributable to the sublease or assignment.

- B. **Lease Not to be Recorded:** LESSEE agrees that it will not record this Lease. Both parties shall execute and deliver a Notice of Lease and record same in such form, if any, as may be permitted by applicable statute. If this Lease is terminated before the Term expires, the parties shall execute, deliver and record an instrument acknowledging such fact and the actual date of termination of this Lease.
- C. **Applicable Law and Construction:** This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstances shall be declared invalid, or enforceable by the final ruling of a court of competent jurisdiction having final review, the remaining terms, covenants, conditions and provisions of this Lease and their application to persons or circumstances shall not be affected thereby and shall continue to be enforced and recognized as valid agreements of the parties, and in the place of such invalid or unenforceable provisions, there shall be substituted a like, but valid and enforceable provision which comports to the findings of the aforesaid court and most nearly accomplished the original intention of the parties.
- D. **No Other Agreements:** There are no oral or written agreements between LESSOR and LESSEE affecting this Lease. This Lease may be amended, and the provisions hereof may be waived or modified, only by instruments in writing executed by LESSOR and LESSEE.
- E. **No Representations by LESSOR:** Neither LESSOR nor any agent of LESSOR has made any representations or promises with respect to the Leased Premises except as herein are expressly set forth and no rights, privileges, easements or licenses are granted to LESSEE except as herein expressly set forth.
- F. **Headings and Article Numbers:** The headings and article numbers are contained herein are for convenience only and shall not be considered in construing this lease.
- G. **Signage:** LESSEE shall, at LESSEE's cost, have building standard listings on all lobby and building directories. After obtaining LESSOR's written approval, LESSEE may install exterior building signage subject to applicable law including but not limited to the bylaws of the Town of Natick.
- H. **Covenant of Quiet Enjoyment.** Subject to the terms and conditions of this Lease, on payment of the Base Rent and Additional Rent and observing, keeping and performing all of the other terms and conditions of this Lease on LESSEE's part to be observed, kept and performed, LESSEE shall lawfully, peaceably and quietly enjoy the Leased Premises during the Term hereof, without hindrance or ejection by LESSOR or any persons lawfully claiming under LESSOR to have title to the Leased Premises superior to LESSEE.
- I. **Multiple Counterparts; Entire Agreement.** This Lease may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. This Lease constitutes the entire agreement between the parties hereto, with respect to the subject matter hereof and thereof and supersedes all prior dealings between them with respect to such subject matter, and there are no verbal or collateral understandings, agreements, representations or warranties not

expressly set forth in this Lease. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon LESSOR or LESSEE, unless reduced to writing and signed by the party or parties to be charged therewith.

- J. **"LESSOR" and "LESSEE":** The words "LESSOR" and "LESSEE" appearing in this Lease shall be construed to mean those named in Article One and their respective heirs, executors, administrators, successors and assigns and those claiming through or under them respectively. If there be more than one LESSEE, the obligations imposed by this Lease upon LESSEE shall be joint and several.
- K. **Rules and Regulations:** Lessee shall comply and shall cause its employees, agents, and invitees to comply with the rules and regulations promulgated by LESSOR and such other reasonable rules and regulations as LESSOR shall from time to time establish for the proper regulation of the Building, provided that LESSOR gives LESSEE reasonable advance notice to LESSEE of such other rules and regulations.

Signature page follows.

IN WITNESS WHEREOF, the LESSOR and LESSEE have hereunto set their hands and common seals this 29 day of March, 2019.

LESSOR:

Boston India Realty, LLC

By: 

Name:

Title:

DEEP SUDHAKAR
OWNER.

LESSEE:

Brokk and Eitri, LLC

By: 

Name: Jeffrey Cusson

Title:

Manager

By: 

Name: Laura Cusson

Title:

Manager

Exhibit A

[Plan Showing Leased Premises]

Exhibit B
(LESSOR's Work)

In addition to delivering the Leased Premises in AS-IS condition, LESSOR shall make the following improvements to the Property at its own cost and expense.

- Landscaping of entire property to clean up exterior image
- Repaint parking lot lines
- Repair Route 9 signage (fix it because it is tilted)
- Ensure lighting of signage is in good working order (if there is lighting)
- Ensure the building mechanical systems, HVAC, and electric panel is in good working order
- Ensure proper exterior building lighting in accordance with the Town requirements.

**Exhibit C
(Parking Plan)**

architecture + design
51 Melcher Street Boston, MA 02210
O 617.520.4950 M 617.792.6162



BROKK AND EITRI
691 WORCESTER STREET
NATICK, MA 01760

SCHEMATIC DESIGN

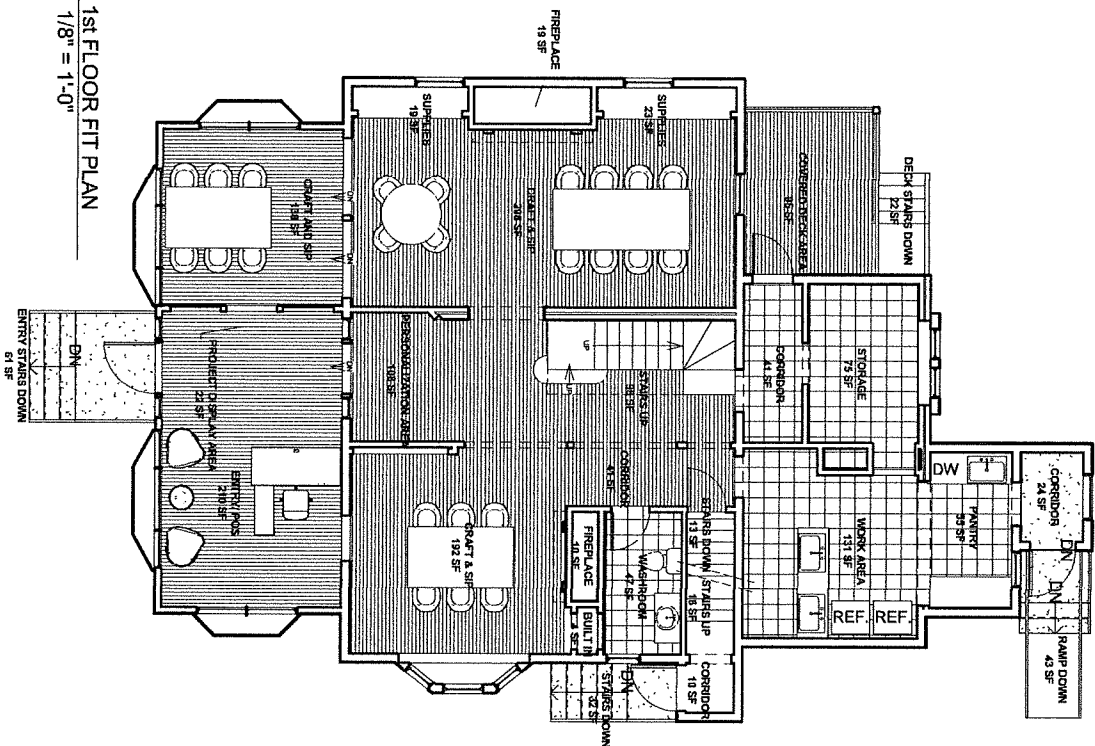
BROKK AND EITRI

Project number	19015
Date	03.05.2019

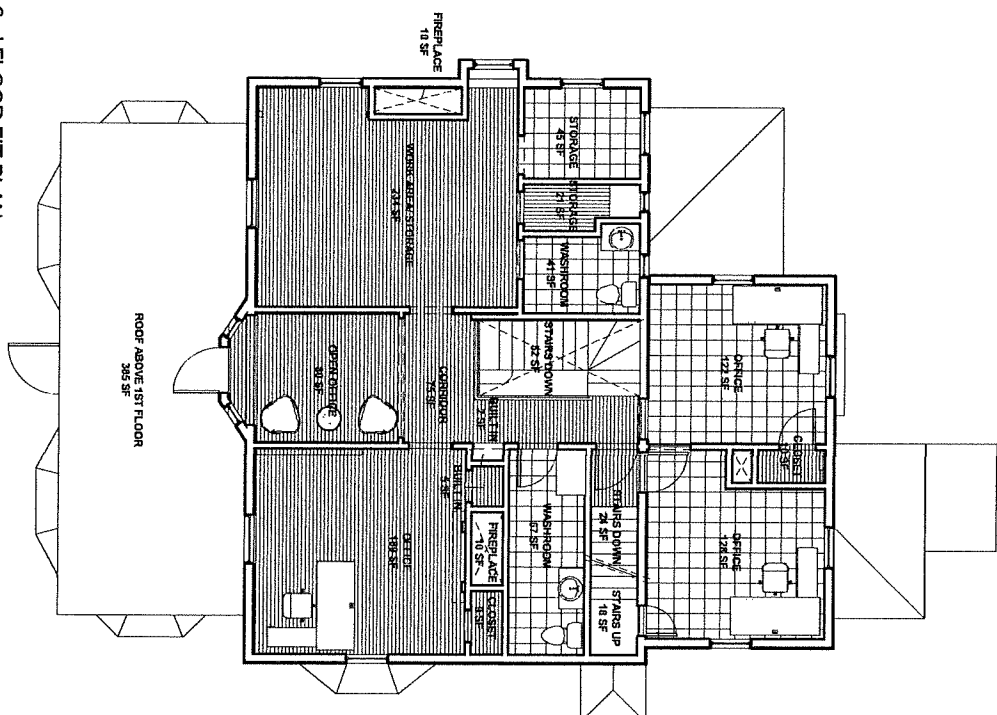
Drawn by STM

SD-01

1 1st FLOOR FIT PLAN
1/8" = 1'-0"



2 2nd FLOOR FIT PLAN
1/8" = 1'-0"



4/4/19



Accounts

Transfers

Bill Pay

Debit Cards

Settings

Support

Messages

Feedback

BROCK AND EITR LLC

● Checking *7978
FREE BUSINESS CKG

Current Balance Available Balance
\$32,578.68 \$32,578.68

- Activity
- Statements
- Services
- Alerts
- Details

Search keyword, amount or date

Filter

☐ Show Scheduled Transactions ☐ Show Transaction Categories

Download

Print

Date	Description	Amount	Balance
<i>In Process</i>			
	Preauthorized Credit Stripe	+\$141.76	32,578.68
Apr 3, 2019	Preauthorized Credit Stripe	+\$129.33	32,436.92
Apr 2, 2019	Electronic Bill Pay Hartford Insurance	-\$183.44	32,307.59
Apr 2, 2019	Electronic Bill Pay Ringel Law	-\$140.00	32,491.03
Apr 2, 2019	Atm Deposit	+\$20,000.00	32,631.03
Apr 1, 2019	Preauthorized Credit Stripe	+\$16.87	12,631.03
Mar 27, 2019	Preauthorized Credit Stripe	+\$333.78	12,614.16
Mar 26, 2019	Electronic Payment Deluxe Check	-\$31.00	12,280.38