

McDERMOTT
QUILTY &
MILLER LLP

28 STATE STREET, SUITE 802
BOSTON, MA 02109

WWW.MQMLLP.COM

April 14, 2022

VIA FEDEX OVERNIGHT DELIVERY

Town of Natick Select Board
Natick Town Hall, 2nd floor
13 East Central Street

**RE: Application for Change of D/B/A and Change of Location
MASFannon, LLC d/b/a Fannon's
45 Worcester Street, Natick, MA 01760**

Dear Madam or Sir:

Enclosed please find the following documents in connection with MASFannon, LLC's application for a Change of d/b/a and Change of Location:

1. Monetary Transmittal Form;
2. ABCC Filing Fee Confirmation;
3. Retail Application with Applicant's Statement;
4. Corporate Vote;
5. Certificate of Organization and Corporate Entity Summary;
6. Proof of Funds Letter;
7. Lease; and
8. \$200.00 filing fee to the Town of Natick.

I appreciate your attention to and courtesy in this matter and ask that you place this matter on the next available meeting agenda. If you have any questions, please do not hesitate to contact me.

Very truly yours,


Marci Costa, Esq.



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
www.mass.gov/abcc

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM

AMENDMENT-Change or Alteration of Premises Information

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

ECRT CODE: RETA

Please make \$200.00 payment here: [ABCC PAYMENT WEBSITE](#)

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

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

00016-PK-0760

ENTITY/ LICENSEE NAME

MASFannon, LLC

ADDRESS

45 Worcester Street

CITY/TOWN

Natick

STATE

MA

ZIP CODE

01760

For the following transactions (Check all that apply):

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

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

Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150-2358

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.



Transaction Processed Successfully.

INVOICE #: 6ee0b5ff-707b-4643-8795-0ae6d5122fdf

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	00016-PK-0760	\$200.00
		\$200.00

Total Convenience Fee: \$0.35

Total Amount Paid: \$200.35

Date Paid: 4/13/2022 4:49:21 PM EDT

Payment On Behalf Of

License Number or Business Name:
00016-PK-0760

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
McDermott Quilty & Miller

Last Name:
LLP

Address:
28 State Street, Suite 802

City:
Boston

State:
MA

Zip Code:
02109

Email Address:
mcosta@mqmlp.com



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
www.mass.gov/abcc

APPLICATION FOR MULTIPLE AMENDMENTS

1. BUSINESS ENTITY INFORMATION

Entity Name	Municipality	ABCC License Number
MASFannon, LLC	Natick	00016-PK-0769

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.

The applicant seeks to change the location of ABCC License 00016-PK-0760 from 212 north Main Street to 45 Worcester Street and to change its d/b/a to Fannon's.

APPLICATION CONTACT

The application contact is the person who should be contacted with any questions regarding this application.

Name	Title	Email	Phone
Marci Costa	Attorney	mcosta@mqmllp.com	617-946-4600

2. AMENDMENT-Change of License Classification

<input type="checkbox"/> Change of License Category	Last-Approved License Category	
All Alcohol, Wine and Malt, Wine Malt and Cordials	Requested New License Category	
<input type="checkbox"/> Change of License Class	Last-Approved License Class	
Seasonal or Annual	Requested New License Class	
<input type="checkbox"/> Change of License Type*	Last-Approved License Type	
i.e. Restaurant to Club *Certain License Types CANNOT change once issued*	Requested New License Type	

3. AMENDMENT-Change of Business Entity Information

<input type="checkbox"/> Change of Corporate Name	Last-Approved Corporate Name:	
	Requested New Corporate Name:	
<input checked="" type="checkbox"/> Change of DBA	Last-Approved DBA:	Austin Liquors Too
	Requested New DBA:	Fannon's
<input type="checkbox"/> Change of Corporate Structure	Last-Approved Corporate Structure	
LLC, Corporation, Sole Proprietor, etc	Requested New Corporate Structure	

4. AMENDMENT-Pledge Information

<input type="checkbox"/> Pledge of License	To whom is the pledge being made:	
<input type="checkbox"/> Pledge of Inventory		
<input type="checkbox"/> Pledge of Stock		

5. AMENDMENT-Change of Manager

☐ Change of License Manager

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 Last-Approved License Manager

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
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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

6. AMENDMENT-Change of Officers, Stock or Ownership Interest

☐ **Change of Officers/Directors** ☐ **Change of Ownership Interest (LLC Managers/LLP Partners, Trustees)** ☐ **Change of Stock (E.g. New Stockholder/ Transfer or Issuance of Stock)**

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"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text"/>	<input type="text"/>	<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
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text"/>	<input type="text"/>	<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
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text"/>	<input type="text"/>	<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
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text"/>	<input type="text"/>	<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
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text"/>	<input type="text"/>	<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
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text"/>	<input type="text"/>	<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
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text"/>	<input type="text"/>	<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		

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

6. AMENDMENT-Change of Officers, Stock or Ownership Interest

6B. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

List the individuals and entities of the current ownership. Attach additional pages if necessary utilizing the format below.

Name of Principal	Title/Position	Percentage of Ownership
Name of Principal	Title/Position	Percentage of Ownership
Name of Principal	Title/Position	Percentage of Ownership
Name of Principal	Title/Position	Percentage of Ownership
Name of Principal	Title/Position	Percentage of Ownership
Name of Principal	Title/Position	Percentage of Ownership

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. AMENDMENT-Change of Premises Information

☐ **Alteration of Premises:** (must fill out attached financial information form)

7A. ALTERATION OF PREMISES

Please summarize the details of the alterations and highlight any specific changes from the last-approved premises.

PROPOSED DESCRIPTION OF PREMISES

Please provide a complete description of the proposed 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. You must also submit a floor plan.

Total Sq. Footage	<input type="text"/>	Seating Capacity	<input type="text"/>	Occupancy Number	<input type="text"/>
Number of Entrances	<input type="text"/>	Number of Exits	<input type="text"/>	Number of Floors	<input type="text"/>

☒ **Change of Location:** (must fill out attached financial information form)

7B. CHANGE OF LOCATION

Last-Approved Street Address	<input type="text" value="212 North Main Street"/>
Proposed Street Address	<input type="text" value="45 Worcester Street"/>

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.

The entire building including the basement, with main level consisting of one main entrance and exit with rear area for storage and delivery, and main level consisting of sales floor with walk in coolers and product displays, and storage in basement.

Total Sq. Footage	<input type="text" value="5,352 sq.ft."/>	Seating Capacity	<input type="text" value="0"/>	Occupancy Number	<input type="text"/>
Number of Entrances	<input type="text" value="3"/>	Number of Exits	<input type="text" value="3"/>	Number of Floors	<input type="text" value="2"/>

OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises. (E.g. Deed, lease, letter of intent)

Please indicate by what means the applicant has to occupy the premises

Landlord Name

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date	<input type="text" value="Delivery Date per Article 3 of Lease"/>	Rent per Month	<input type="text" value="11,666.67"/>
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Lease Ending Date	<input type="text" value="Initial term of five years with two five year options to extend."/>	Rent per Year	<input type="text" value="140,000"/>
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Will the Landlord receive revenue based on percentage of alcohol sales? ☐ Yes ☐ No

8. AMENDMENT-Management Agreement

☐ **Management Agreement:** (must fill out all pages in section 8)

Are you requesting approval to utilize a management company through a management agreement?
If yes, please fill out section 8.

☐ Yes ☐ No

Please provide a narrative overview of the Management Agreement. Attach additional pages, if necessary.

IMPORTANT NOTE: A management agreement is where a licensee authorizes a third party to control the daily operations of the license premises, while retaining ultimate control over the license, through a written contract. *This does not pertain to a liquor license manager that is employed directly by the entity.*

8A. MANAGEMENT ENTITY

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

Entity Name	Address	Phone		
<input type="text"/>	<input type="text"/>	<input type="text"/>		
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	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	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	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	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

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

8B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 8A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

8. AMENDMENT-Management Agreement

8C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 8A, 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

8D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

Has any individual or entity identified in question 8A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Licensee Name	License Type	Municipality	Date(s) of Agreement

8E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 8B, 8C or 8D 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

8F. TERMS OF AGREEMENT

a. Does the agreement provide for termination by the licensee?

Yes ☐ No ☐

b. Will the licensee retain control of the business finances?

Yes ☐ No ☐

c. Does the management entity handle the payroll for the business?

Yes ☐ No ☐

d. Management Term Begin Date

e. Management Term End Date

f. How will the management company be compensated by the licensee? (check all that apply)

☐ \$ per month/year (indicate amount)

☐ % of alcohol sales (indicate percentage)

☐ % of overall sales (indicate percentage)

☐ other (please explain)

ABCC Licensee Officer/LLC Manager

Signature:

Title:

Date:

Management Agreement Entity Officer/LLC Manager

Signature:

Title:

Date:

4. FINANCIAL DISCLOSURE

Associated Cost(s): (i.e. Costs associated with License Transaction including but not limited to: Property price, Business Assets, Renovations costs, Construction costs, Initial Start-up costs, Inventory costs, or specify other costs):

Associated Cost(s):

Fit-up costs, inventory transfer, IT set-up and shelving
are not expected to exceed \$200,000

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
Total:	

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.
TD Bank	\$200,000	Line of Credit	<input type="radio"/> Yes <input checked="" 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

APPLICANT'S STATEMENT

I, Michael D. Cimlini the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☒ LLC/LLP manager

Authorized Signatory

of MASFannon, 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:

Michael D. Cimlini

Date:

4/11/22

Title:

Manager

ADDITIONAL INFORMATION

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

ENTITY VOTE

The Board of Directors or LLC Managers of MASFannon, 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 4-11-22
Date of Meeting

For the following transactions (Check all that apply):

- | | | | |
|--|--|---|---|
| <input type="checkbox"/> New License | <input checked="" 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 checked="" type="checkbox"/> Change of DBA | |

"VOTED: To authorize

Michael Cimini

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

William Vital

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,

Michael D. Cimini
Corporate Officer /LLC Manager Signature
Michael D. Cimini
(Print Name)

For Corporations ONLY

A true copy attest,

Prescott S. Arndt
Corporate Clerk's Signature
Prescott S. Arndt
(Print Name)

Corporations Division

Business Entity Summary

ID Number: 001185285

[Request certificate](#)[New search](#)

Summary for: MASFANNON, LLC

The exact name of the Domestic Limited Liability Company (LLC): MASFANNON, LLC		
Entity type: Domestic Limited Liability Company (LLC)		
Identification Number: 001185285		
Date of Organization in Massachusetts: 08-12-2015		
Last date certain:		
The location or address where the records are maintained (A PO box is not a valid location or address): Address: 50 BOSTON TURNPIKE City or town, State, Zip code, SHREWSBURY, MA 01545 USA Country:		
The name and address of the Resident Agent: Name: ARLO SKOWYRA Address: 50 BOSTON TURNPIKE City or town, State, Zip code, SHREWSBURY, MA 01545 USA Country:		
The name and business address of each Manager:		
Title	Individual name	Address
MANAGER	PRESCOTT ARNDT	50 BOSTON TURNPIKE SHREWSBURY, MA 01545 USA
MANAGER	MICHAEL D. CIMINI	50 BOSTON TURNPIKE SHREWSBURY, MA 01545 USA
MANAGER	ARLO SKOWYRA	50 BOSTON TURNPIKE SHREWSBURY, MA 01545 USA
In addition to the manager(s), the name and business address of the person(s) authorized to execute documents to be filed with the Corporations Division:		
Title	Individual name	Address
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	Address
REAL PROPERTY	ARLO SKOWYRA	50 BOSTON TURNPIKE SHREWSBURY, MA 01545 USA
REAL PROPERTY	PRESCOTT ARNDT	50 BOSTON TURNPIKE SHREWSBURY, MA 01545 USA

REAL PROPERTY	MICHAEL D. CIMINI	50 BOSTON TURNPIKE SHREWSBURY, MA 01545 USA	
<input type="checkbox"/> Consent	<input type="checkbox"/> Confidential Data	<input type="checkbox"/> Merger Allowed	<input type="checkbox"/> Manufacturing
View filings for this business entity:			
<div>ALL FILINGS Annual Report Annual Report - Professional Articles of Entity Conversion Certificate of Amendment Certificate of Consolidation</div>			
View filings			
Comments or notes associated with this business entity:			
<div></div>			

[New search](#)



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: 001185285

1. The exact name of the limited liability company is: MASFANNON, LLC

2a. Location of its principal office:

No. and Street: 50 BOSTON TURNPIKE
 City or Town: SHREWSBURY State: MA Zip: 01545 Country: USA

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

No. and Street: 50 BOSTON TURNPIKE
 City or Town: SHREWSBURY State: MA Zip: 01545 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:

ENGAGE IN RETAIL SALES OF BEER, WINE AND SPIRITS AND ANY ACTIVITIES DIRECTLY OR INDIRECTLY RELATED OR INCIDENTAL THERETO AND TO ENGAGE IN SUCH OTHER BUSINESS ACTIVITY AS MAY BE AUTHORIZED UNDER THE ACT AND APPROVED BY A MANAGER FROM TIME TO TIME.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: ARLO SKOWYRA
 No. and Street: 50 BOSTON TURNPIKE
 City or Town: SHREWSBURY State: MA Zip: 01545 Country: USA

I, ARLO SKOWYRA 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	MICHAEL D. CIMINI	50 BOSTON TURNPIKE SHREWSBURY, MA 01545 USA
MANAGER	ARLO SKOWYRA	50 BOSTON TURNPIKE SHREWSBURY, MA 01545 USA
MANAGER	PRESCOTT ARNDT	50 BOSTON TURNPIKE SHREWSBURY, MA 01545 USA

documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

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	MICHAEL D. CIMINI	50 BOSTON TURNPIKE SHREWSBURY, MA 01545 USA
REAL PROPERTY	ARLO SKOWYRA	50 BOSTON TURNPIKE SHREWSBURY, MA 01545 USA
REAL PROPERTY	PRESCOTT ARNDT	50 BOSTON TURNPIKE SHREWSBURY, MA 01545 USA

9. Additional matters:

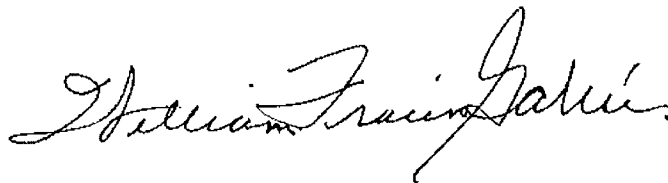
SIGNED UNDER THE PENALTIES OF PERJURY, this 12 Day of August, 2015,
ARLO SKOWYRA

(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:

August 12, 2015 11:57 AM

A handwritten signature in cursive script, reading "William Francis Galvin". The signature is written in dark ink and is centered on the page.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



TD Bank
America's Most Convenient Bank®
Commercial Banking Division, 4th Floor
370 Main Street
Worcester, MA 01608
T 800 734 4997
F 508 368 6521

tdbank.com

April 12, 2022

Mr. Arlo Skowyra
MASFannon, LLC
45 Worcester Street
Natick, MA 01760

RE: Credit availability on Line of Credit (#0099)

Dear Mr. Skowyra:

Please be advised that the Bank has an existing Line of Credit to MASFannon, LLC. Availability on the Line of Credit exceeds \$200,000. The Company is in good standing with the Bank.

Sincerely,

Stephen J. DeMartino
Relationship Manager, Commercial Banking
TD Bank, N.A.



LEASE AGREEMENT

BETWEEN

**RUBIN NATICK, LLC
A MASSACHUSETTS LIMITED LIABILITY COMPANY
(AS LANDLORD)**

AND

**MASFANNON, LLC
A MASSACHUSETTS LIMITED LIABILITY COMPANY
(AS TENANT)**

**FOR PREMISES AT
45 WORCESTER STREET, NATICK,
MASSACHUSETTS**

LEASE AGREEMENT

This instrument is a Lease (the "Lease") dated March 28, 2022 (the "Execution Date") between **RUBIN NATICK, LLC**, a Massachusetts limited liability company ("Landlord"), and **MASFANNON, LLC**, a Massachusetts limited liability company ("Tenant"). The parties to this instrument hereby agree with each other as follows:

ARTICLE 1 **BASIC DATA, DEFINITIONS AND ATTACHMENTS**

Section 1.1 Basic Data.

Each reference in this Lease to any of the following subjects shall incorporate the data or definition specified below:

Landlord:	RUBIN NATICK, LLC , a Massachusetts limited liability company
Landlord's Notice and Rent Payment Address:	308 East Main Street Norton, MA 02766
Landlord's Contact Person	Larry Rubin, Manager
Landlord's Contact Person Tel Number and Email Address:	Phone Number: (508) 286-4000 Email Address: lrubin@bernphyl.com
Tenant:	MASFANNON, LLC , a Massachusetts limited liability company
Trade Name:	Fannon's or another name to be determined by Tenant
Tenant's Notice Address:	50 Boston Turnpike Shrewsbury, MA 01545
Tenant's Phone Number and Email Address:	Phone Number: Email Address:
Premises:	The entire single-story building including the basement (the "Building") located at 45 Worcester Street, Natick, Massachusetts containing an agreed 5,352 square feet of space being shown as "Demised Premises" on Exhibit A attached hereto, comprising a portion of the Property. The Rental shall not be affected by the actual measurement of the Premises.

Property:	The parcel of land containing approximately 98,890 square feet located in Natick, Massachusetts, as shown on <u>Exhibit A</u> attached hereto, with the improvements thereon.
Permitted Use:	The Premises may be used by Tenant only for a retail liquor store and uses accessory thereto and for no other purpose.
Initial Term:	The initial term (the "Initial Term") commencing on the Commencement Date (herein defined) and expiring on the last day of the sixtieth (60th) month thereafter (the "Expiration Date"). The term Expiration Date shall mean the last day of any Extended Terms if the Lease Term is extended as herein provided.
Extended Terms:	Two (2) separate option(s) to extend the Term, the first (the "First Extended Term") being for a term of five (5) years commencing immediately after the Initial Term and the second (the "Second Extended Term") being for a term of five (5) years commencing immediately after the First Extended Term (the First Extended Term and the Second Extended Term are hereinafter sometimes collectively referred to as the "Extended Terms"). See Section 3.2.
Basic Rental (Gross)	<p>Initial Term:</p> <p>Lease Years: <u>Annual</u> <u>Monthly</u></p> <p>1* - 5 \$140,000.00 \$11,666.67</p> <p>*First three (3) Month's Rent are waived, however, Tenant shall be obligated to contract for and pay for all utilities as of the Delivery Date.</p> <p>First Extended Term:</p> <p>Lease Years:</p> <p>6-10 \$152,600.00 \$12,716.67</p> <p>Second Extended Term:</p> <p>Lease Years</p> <p>11-15 \$166,334.00 \$13,861.17</p>
Delivery Date	The date Landlord delivers possession of the Premises to Tenant with Landlord's Work complete, such date to be no later than thirty (30) days after Tenant notifies Landlord in writing that the Approvals (herein defined) have been issued.
Broker:	CB Richard Ellis ("CBRE")

Commencement Date:	The date that is the later of (a) ninety (90) days after the issuance of the Approvals; or (b) the Delivery Date.
Rent Commencement Date:	The earlier of ninety (90) days after (a) the Commencement Date; or (b) the date that Tenant opens for business at the Premises.
Guarantors:	Michael D. Cimini and MAS, INC., jointly and severally (see <u>Exhibit E</u> attached hereto).

Section 1.2 **Defined Terms.**

As used herein, the following terms shall have the meanings specified below:

(a) "Annual Basic Rental" has the meaning set forth in *Section 1.1*.

(b) "Approvals" means any and all discretionary permits, approvals, licenses, transfers, and other determinations required to allow the Permitted Use on the Premises, with all appeal periods having expired and with no appeal having been taken, and containing conditions acceptable to Tenant in Tenant's reasonable discretion, under any Government Regulations, including, without limitation, any liquor license, zoning approval, or a Massachusetts Lottery license, but not including any non-discretionary permits or approvals, such as a building permit, certificate of occupancy or any other permits obtainable only after completion of Tenant's Work by Tenant.

(c) "Building" has the meaning set forth in *Section 1.1*.

(d) "Commencement Date" has the meaning set forth in *Section 1.1*.

(e) "Delivery Date" has the meaning set forth in *Section 1.1*.

(f) "Default Rate" means an annual rate of interest equal to six (6) percentage points over the prime rate published from time to time in the Wall Street Journal (the "Prime Rate"), but in no event greater than the highest rate allowed by law. If publication of the Wall Street Journal is discontinued, a comparable commercial lending rate done or published by a responsible financial publication shall be selected by Landlord in substitution therefor.

(g) "Event of Default" has the meaning set forth in *Section 16.1*.

(h) "Expiration Date" has the meaning set forth in *Section 1.1*.

(i) ""Government Regulations" or "Governmental Regulations" means all applicable laws, ordinances, by-laws, codes, rules and regulations of any duly constituted governmental authority (including, without limitation, all federal, state, county and municipal governments), including, without limitation, with respect to handicapped accessibility (including, without limitation, the Americans with Disabilities Act 42 U.S.C. Section 12101 et seq), environmental, building, safety, licensing, land use and zoning matters, and all directions, rules and regulations of the fire marshal, health officer, building inspector and other officers of the governmental agencies having jurisdiction over the Premises or the Property, and such standards established from time to time by insurance underwriters, inspection bureaus and similar agencies, including, without limitation, the Board of Fire Underwriters. Government Regulations shall also include, without limitation, the terms and conditions

contained in any Permit, special permit, variance or other approval issued by any governmental authority with respect to the Premises or the Property.

(j) "Landlord" has the meaning set forth in *Section 1.1*.

(k) Landlord's Architect" means any architect licensed in the Commonwealth of Massachusetts chosen by Landlord to perform any particular service required by this Lease.

(l) "Landlord Parties" means the Landlord, its employees, agents, contractors, and any other parties claiming a right to be present in the Premises or the Property by through or under Landlord, or for whom Landlord is legally responsible.

(m) "Landlord's Work" has the meaning set forth in *Section 8.1*.

(n) "Lease Year" shall have the following meaning: the first "Lease Year" shall mean that period commencing on the Rent Commencement Date, if the Rent Commencement Date occurs on the first day of a calendar month or, if not, then the first Lease Year shall mean that period commencing on the first day of the first calendar month after the Rent Commencement Date, and ending on the day immediately preceding the first anniversary thereof. Thereafter, "Lease Year" shall mean each successive twelve (12) month period during the Term.

(o) "Normal Business Hours" means those hours and days during which the business in the Premises may be open for business to the public as Tenant may elect and as permitted by Government Regulations, which shall be no less than eight (8) hours per day, seven days per week, subject to Government Regulations.

(p) ""Permits" means any and all permits, approvals, licenses and other determinations required to allow the Permitted Use on the Premises and the construction of the Tenant's Work under any Government Regulations, other than the Approvals.

(q) "Permitted Encumbrances" means the items referred to in Section 2.1 (b) hereof and set forth in **Exhibit B** attached hereto.

(r) "Permitted Use" has the meaning set forth in *Section 1.1*.

(s) "Premises" has the meaning set forth in *Section 1.1*.

(t) "Rent Commencement Date" has the meaning set forth in *Section 1.1*.

(u) "Rental" has the meaning set forth in *Section 5.1*.

(v) "Tenant" has the meaning set forth in *Section 1.1*.

(w) "Tenant Delay" means any delay (subject, however, to Unavoidable Delay) which occurs in the performance and completion of any of Landlord's responsibilities under this Lease on account of (i) Tenant's failure timely to provide Landlord with any information reasonably required by Landlord; (ii) or acts or omissions of Tenant or any Tenant Parties.

(x) "Tenant Parties" means the Tenant, its employees, agents, contractors, invitees, customers and any other parties claiming a right to be present in the Premises or the Property by through or under Tenant, or for whom Tenant is legally responsible.

(y) "Tenant's Personal Property" means all inventory, trade fixtures, signs, floor covering, furniture, equipment and other property owned by and removable by Tenant under the provisions of this Lease.

(z) "Tenant's Trade Name" is as further set forth in *Section 1.1*.

(aa) "Tenant's Work" has the meaning set forth in *Section 8.1*.

(bb) "Term" has the meaning set forth in *Section 3.2*.

(cc) ""Unavoidable Delay" has the meaning set forth in *Section 18.12*.

Section 1.3 Attachments.

The following documents attached hereto or delivered separately to Tenant, as well as all drawings and documents prepared pursuant thereto, are hereby made a part hereof:

Exhibit A	Demised Premises and Site Plan
Exhibit B	Permitted Encumbrances
Exhibit C	Landlord's Work
Exhibit D	Mortgagee SNDA
Exhibit E	Guaranty
Exhibit F	Notice of Lease

ARTICLE 2 **BACKGROUND, PREMISES**

Section 2.1 Background.

(a) **Property and Premises Ownership.** The Landlord is the owner in fee simple of the Property, including the Premises.

(b) **Permitted Encumbrances.** This Lease and Tenant's rights hereunder are subject to and have the benefit of, as the case may be, the other matters set forth in **Exhibit B** attached hereto (collectively, the "Permitted Encumbrances").

Section 2.2 Demise.

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises for the Term and at the Rental hereinafter described.

Section 2.3 Condition of Premises.

The Tenant acknowledges that it has thoroughly inspected the Premises and is familiar with the condition thereof and will accept the Premises in the condition delivered on the Delivery Date without any requirement for Landlord to make any repairs or improvements

Section 2.4 Permits.

Tenant shall, at its expense, procure any and all Permits and Approvals and shall, at all times, comply with the requirements of the Permits and Approvals. Landlord agrees to reasonably cooperate with Tenant when required to obtain all Permits and Approvals, including by signing any applications therefor as required, provided that such cooperation shall not require the expenditure of any money by Landlord.

ARTICLE 3

TERM

Section 3.1 Commencement Date.

All of the terms and conditions of this Lease shall commence and be applicable on the Delivery Date, except for the payment of Rental.

Section 3.2 Term and Rent Commencement Date.

The Term of this Lease shall commence on the Commencement Date and shall expire on the Expiration Date.

Provided that (a) no Event of Default (as herein defined) exists under the terms and conditions of this Lease at the time of giving of the Tenant's Extension Notice (herein defined) or at the time of the commencement of any Extension Term, and (b) Tenant (or its permitted assignee or sublessee) is open and operating in the Premises at the time of giving of the Tenant's Extension Notice; Tenant shall have the option (the "Extension Option") to extend the term of this Lease for two (2) successive five (5) year periods (each an "Extension Term" and together the "Extension Terms"), upon the same terms and conditions as contained in this Lease, except that the Rent for the Extension Terms shall be as set forth in Article 1.1. Each option to extend shall be exercised by Tenant, if at all, by delivering to Landlord written notice of its election to extend the Term of this Lease as herein provided (the "Tenant's Extension Notice") not less than three hundred sixty-five (365) days prior to the expiration date of the Initial Term or the First Extended Term as the case may be. If Tenant fails to timely deliver the Tenant's Extension Notice as required by this section, the Extension Option will expire automatically and shall be null and void. Tenant's Extension Notice, timely delivered, shall be effective to extend the Term of the Lease without further documentation, however, at any time after Tenant has exercised its Extension Option, Landlord and Tenant, upon request of either, will sign and acknowledge a written memorandum evidencing Tenant's exercise of the Extension Option and stating the date to which such Extension Term will extend. If Tenant extends the Initial Term as provided herein, the "Expiration Date," for the purposes of this Lease, shall mean the last day of the Extension Term. The Initial Term and any Extension Terms are hereinafter collectively referred to as the "Term."

Section 3.3 Holding Over.

If Tenant remains in possession of the Premises or any part thereof after the expiration of the Term, without the consent of Landlord, such occupancy shall be a tenancy at sufferance at a Rental in the amount of 150% of the Annual Basic Rental payable in the last month of the Term, plus all other charges payable hereunder including Additional Rental, and upon all the terms hereof as applicable, provided that, so long as Landlord has provided Tenant with written notice at least fourteen (14) days prior to the expiration or termination date of the Lease that possession of the Premises is required in connection with a new tenancy immediately upon the expiration or termination date of the Lease, Landlord shall also have all other remedies and rights available at law and in equity if Tenant holds over without Landlord's consent, including without limitation, the right to damages resulting from the loss of any future tenant or the incurrence of any financial penalty or loss that may result from the Tenant's hold over.

ARTICLE 4 USE

Section 4.1 Permitted Use.

The Premises shall be used for the Permitted Use only and for no other purpose whatsoever. Tenant shall have twenty-four (24) hour, seven (7) day per week access to the Premises.

Section 4.2 Tenant's Trade Name.

"Tenant's Trade Name" means the trade name, if any, specified in Section 1.1. Tenant shall have the right to change the Tenant Trade Name subject to Landlord's prior written approval, such approval not to be unreasonably withheld, conditioned or delayed.

ARTICLE 5 RENTAL

Section 5.1 Rentals Payable; Gross Rental.

Commencing on the Rent Commencement Date and continuing thereafter throughout the Term, Tenant agrees to pay to Landlord at the Landlord's address set forth in *Section 1.1* in lawful money of the United States, as rental for the Premises, the following (collectively, the "Rental") an annual sum equal to the Annual Basic Rental, payable in equal monthly installments during the Term as set forth in *Section 1.1* hereof on or before the first day of each calendar month commencing on the Rent Commencement Date and continuing on each succeeding calendar month. Payments of Rental for any fractional calendar month shall be prorated. This Lease is intended to be a so-called gross Lease and shall be interpreted consistent with that intent.

Tenant's obligation to pay Rental is independent of any obligation of Landlord under this Lease and shall be made without prior demand, deduction, defense, abatement, reduction, offset or counterclaim.

Notwithstanding anything to the contrary contained herein, the Landlord agrees to waive the payment of the first three (3) months of Basic Rental otherwise due hereunder as shown in Section 1.1.

Section 5.2 Delinquent Rental.

If Tenant shall fail to pay when due any payment of Rental and such failure continues for five (5) days thereafter, there shall be added thereto, and Tenant shall pay as Additional Rental to compensate Landlord for the inconvenience, administrative burden and expense created thereby, an amount equal to \$500. An additional \$500 shall be paid for each thirty (30) day period (or portion thereof) thereafter that such Rental amount remains unpaid. If any Rental is not paid within thirty (30) days after the due date, Tenant shall, in addition to the foregoing late charges, pay, as additional Rental, interest at the Default Rate (herein defined) on all Rental from the date such Rental was originally due until paid. Such late charges and interest on overdue Rental shall be in addition to, and not in limitation of, Landlord's other rights and remedies in the event of such late payment.

**ARTICLE 6
TAXES**

Section 6.1 Real Estate and Personal Property Taxes.

During the Term the Landlord shall be responsible for the payment of all real estate taxes assessed with respect to all land, buildings and other improvements comprising the Property (including without limitation, the Premises).

Commencing on the Delivery Date and throughout the Term, Tenant shall be responsible for the payment, prior to delinquency, of all personal property taxes applicable to Tenant's Personal Property located in the Premises.

**ARTICLE 7
PARKING AND ACCESS AREAS**

Section 7.1 Use.

During the Term, Landlord grants to Tenant and its agents, employees, contractors and customers:

(a) the exclusive right to use the parking spaces in the area labelled "Austin Liquors Parking Area" on **Exhibit A** attached hereto. Tenant shall have the right, at its cost and subject to Government Regulations, to place appropriate signage reserving such spaces;

(b) the non-exclusive right to use up to ten (10) parking spaces in the area shown on said **Exhibit A** as "Rear Parking Lot" for occasional overflow parking, such latter right to be subject the rights of Landlord and others now or hereafter allowed thereby to use such "Rear Parking Lot" and subject to Rules and Regulations now or hereafter promulgated by the Landlord. Landlord makes no representation about the availability of parking spaces in the "Rear Parking Lot" at any given time, and Tenant's right shall be on a first come, first serve basis. Notwithstanding and in lieu of the foregoing non-exclusive right, Landlord reserves the right at any time during the Term to designate the location of ten (10) spaces in the Rear Parking Lot for Tenant's exclusive use, and Tenant shall have the right, at its cost and subject to Government Regulations, to place appropriate signage reserving such spaces;

(c) the non-exclusive right to use access ways and sidewalks that are part of the Property for ingress and egress from and to Worcester Street (but not for ingress or egress via Byron Road) to the aforesaid parking

spaces and the Premises, subject to the exclusive control and management thereof at all times by Landlord and subject to the Rules and Regulations now or hereafter promulgated by the Landlord.

Section 7.2 Operation and Maintenance of Parking Areas, Etc.

Landlord shall maintain, repair and replace the parking areas (including the "Austin Liquors Parking Area") and access ways and landscaping at the Property so as to keep the same in good repair and condition, free of debris, snow and ice (such obligations being referred to herein collectively as the "Landlord's Common Area Obligations"). Within fifteen (15) days after delivery of Landlord's invoice accompanied by reasonable supporting documentation, Tenant shall reimburse Landlord for 14.5 % of the costs incurred by Landlord for Landlord's Common Area Obligations; provided that such required reimbursement by Tenant shall not exceed the sum of Four Thousand Dollars (\$4,000.00) in any calendar year during the Term of this Lease. Notwithstanding the foregoing, Tenant shall be responsible for removing snow and ice from the sidewalks adjacent to the Premises in those circumstances and times where the snowfall is not substantial enough to require plowing of the parking areas by Landlord's contractor and in between the contractor's runs during an active storm.

ARTICLE 8

IMPROVEMENTS

Section 8.1 Landlord's Work.

The Premises shall be delivered with all furniture, trade fixtures and equipment of the existing tenant having been removed and otherwise "AS IS" and Landlord shall have absolutely no obligation to perform any work whatsoever with respect to the Premises. Tenant acknowledges that it has thoroughly inspected the Premises prior to the execution of this Lease and accepts the Premises in their "AS IS" condition as of the Execution Date, subject to the removal by Landlord of all furniture, trade fixtures and equipment of the existing tenant.

Section 8.2 Tenant's Work.

Tenant shall, at its cost, construct and complete all improvements to the Premises that are necessary or required to build out the Premises in accordance with the Tenant's Approved Plans (herein defined) and in order for Tenant to operate its business in the Premises for the Permitted Use (collectively, the "Tenant's Work"). The cost of construction of Tenant's Work, together with the cost of all Permits and Approvals required for Tenant's Work, shall be borne solely by Tenant. Tenant shall commence construction of the Tenant's Work promptly upon receipt of the Permits and Approvals required therefor and shall diligently prosecute such work to completion and shall open the Premises for business with the public as soon as possible.

Within sixty (60) days after the Execution Date, Tenant shall submit to Landlord for its approval all plans, specifications and lists of materials necessary to enable Landlord to accurately understand and review all of Tenant's Work (collectively, "Tenant's Plans"). The Tenant's Plans shall include, without limitation, design and layout work and all other architectural, structural, mechanical, plumbing and electrical plans and specifications for all of the Tenant's Work, together with such working drawings as are required for Tenant to obtain all permits required to construct the Tenant's Work. Within five (5) business days after Landlord receives the Tenant's Plans, Landlord shall notify Tenant, in writing, as to

whether it approves or disapproves Tenant's Plans. Landlord agrees not to unreasonably withhold, delay, or condition its approval of the Tenant's Plans. If Landlord, in its reasonable discretion, disapproves the Tenant's Plans, it shall state its specific objections in writing and Tenant shall promptly thereafter resubmit the Tenant's Plans revised at Tenant's cost to satisfy those objections. The foregoing procedure shall continue expeditiously until Landlord approves a final set of the Tenant's Plans, provided, however, that if Tenant is in compliance with all of its requirements hereunder as to Tenant's Plans and no other Event of Default then exists by Tenant, if Tenant's Plans have not been approved by Landlord within forty-five (45) days following Tenant's initial delivery of the Tenant's Plans to Landlord, Tenant may, at its option, by written notice to Landlord at any time thereafter, terminate this Lease, in which event the parties shall be discharged from all further obligations accruing hereunder. Once the final set of Tenant's Plans are approved by Landlord they shall be initialed by Landlord and Tenant and shall thereafter be considered to be the "Tenant's Approved Plans." Any changes in the Tenant's Approved Plans must be approved by Landlord in writing. Except as set forth in Tenant's Approved Plans, Tenant shall not be permitted to alter or modify the Building, any Building systems, or the Premises in any way, or make any penetrations to the roof or concrete slab except as approved in advance by Landlord in writing.

Tenant shall, at its sole cost, procure any and all permits required for Tenant's Work, Tenant's signage and the Permitted Use and shall, at all times, comply with the requirements of the permits. Landlord agrees to reasonably cooperate with Tenant when required to obtain all Permits and Approvals, provided that such cooperation shall not require the expenditure of any money by Landlord.

Tenant has the right to install on the Property (outside of and adjacent to the Premises) such (i) air conditioning, cooling, and ventilation equipment as Tenant determines is necessary both to cool the Premises and operate Tenant's refrigeration equipment, and (ii) physical barriers as are necessary to protect said equipment from damage ((i) and (ii) collectively being referred to as the "Exterior Equipment"). The Exterior Equipment (including its proposed location on the Property) shall be shown on Tenant's Plans and included in the Tenant's Work, and such location to be subject to Landlord's prior written approval which shall not be withheld so long as the proposed location of the Exterior Equipment will not interfere with any accessways, driveways or parking areas and will not otherwise adversely affect the use of the remaining Property by Landlord, all in Landlord's reasonable judgment. Tenant shall maintain the Exterior Equipment in good condition, order, and repair, as required by Section 10.2.

Within ten (10) days after the approval of the Tenant's Approved Plans by Landlord in accordance with the foregoing timetable (the "Approvals Filing Deadline"), Tenant, at its sole cost, shall diligently apply for (and thereafter shall diligently pursue) the issuance of the Approvals. In the event the Tenant fails to apply for all of the Approvals by the Approvals Filing Deadline and Landlord provides Tenant with written notice of such failure and such failure continues for more than ten (10) days thereafter in addition to any other remedies available to Landlord at law or in equity for Tenant's default, the ninety (90) day period set forth in Section 1.1 for calculating the Rent Commencement Date shall be decreased by one (1) day for each day after the Approvals Filing Deadline that the Approvals applications are actually filed.

Tenant's obligations under this Lease shall be subject to and conditioned upon its ability to obtain the issuance of the Approvals after the use by it of diligent efforts, on or before the date which is one hundred eighty (180) days after the Execution Date (the "Approvals Deadline Date"). If despite the use of such diligent efforts the Tenant is unable to obtain the issuance of the Approvals by the Approvals Deadline Date, Tenant shall have the right, exercised by written notice to Landlord (the "Approvals

Termination Notice”) delivered no later than five (5) business days after the Approvals Deadline Date, to terminate this Lease without further recourse to either party. If Tenant fails to so deliver the Approvals Termination Notice by said deadline, this Lease shall remain in full force and effect despite Tenant’s inability to obtain the issuance of the Approvals. For clarity, the Approvals shall not be deemed to have been issued until they are issued by the applicable governmental authority and all applicable appeal periods have expired without any appeal having been filed.

Tenant shall perform the Tenant's Work in a good and workmanlike and expeditious manner using new, first class materials and in accordance with all Government Regulations and the Tenant’s Approved Plans. Tenant further agrees that, with respect to its construction of the Tenant's Work, it will (i) not damage, delay or interfere with the prosecution or completion of any work being performed by Landlord or any other person(s) in or about the Premises or the Building or the Property; (ii) comply with all reasonable procedures and regulations prescribed by Landlord, from time to time, for the coordination of Tenant's Work and activities with any other work being performed by Landlord or any other construction in the Building; (iii) conform to all of Landlord's regulations with respect to construction and labor and not do or permit anything to be done that might create (or hinder the cessation of) any work stoppage, picketing or other labor disruption or dispute; and (iv) perform its work in such manner as to avoid unreasonable interference with or disruption of the operations of the Landlord or other tenants or occupants of the Property.

Tenant shall be required to limit its construction activities to the Premises and/or areas designated by Landlord. It will be the responsibility of Tenant to store all its materials, supplies and equipment within the Premises, locking the same at the end of each day, it being agreed that Landlord shall have no responsibility or liability whatsoever for any loss or damage to any fixtures or equipment installed or left in the Premises. Tenant shall be required to repair, replace or restore any damage to the Building or the Property caused by Tenant or any Tenant Parties.

Tenant, at its expense, will carry Builders Risk insurance coverage during construction activities in an amount equal to 100% of the replacement cost of the work.

Tenant shall pay as and when billed all the costs, fees and amounts charged or imposed under any Government Regulations with respect to Tenant's Work and Tenant’s Permitted Use, if any, including, without limitation, hook-up and connection fees and permit fees.

Upon completion of Tenant's Work, and prior to or contemporaneously with Tenant opening for business, Tenant shall deliver to Landlord a copy of a Certificate of Occupancy issued by the Natick Building Department for the Premises together with copies of all other Permits and Approvals obtained by Tenant for Tenant’s Work and Tenant’s Permitted Use.

All contractors used by Tenant in the construction of Tenant’s Work shall be duly licensed under Government Regulations and shall provide Landlord evidence of satisfactory liability insurance naming Landlord as an additional insured and shall agree to indemnify, defend and hold harmless Landlord against any loss, cost, damage or injury resulting from the performance of its work. Landlord shall have the right to approve any contractor performing any structural work, including work affecting the roof of the Building.

Section 8.3 Mechanic's Liens.

No work which Landlord permits Tenant to do or which Tenant is obligated to perform pursuant to this Lease, whether in the nature of erection, construction, alteration or repair, shall be deemed to be for the immediate use and benefit of Landlord so that no mechanic's or other lien shall be allowed against the estate of Landlord by reason of any consent given by Landlord to Tenant to improve the Premises. Tenant shall pay promptly all persons furnishing labor or materials with respect to any work performed by Tenant or its contractor on or about the Premises. To the extent permitted by law, Tenant shall procure unconditional waivers and releases of lien claims from all persons furnishing labor or materials with respect to any work performed on behalf of Tenant in the Premises; such waivers and releases of lien shall be obtained at the time each progress payment and/or final payment is made. In the event any mechanic's or other lien shall at any time be filed against the Premises by reason of work, labor, services or materials performed or furnished, or alleged to be performed or furnished, to Tenant or to anyone holding the Premises through or under Tenant, Tenant, within seventy -five (75) days of filing, shall cause the same to be discharged of record or bonded or insured over to the reasonable satisfaction of Landlord. If Tenant shall fail to cause such lien to be so discharged, bonded or insured over after being notified of the filing thereof, then, in addition to any other right or remedy of Landlord, Landlord may discharge the same by paying the amount claimed to be due or may cause the same to be bonded, and the amount so paid by Landlord, including reasonable attorneys' fees incurred by Landlord in either defending against such lien or procuring the discharge or bonding of such lien, shall be due and payable by Tenant to Landlord, as additional Rental, upon demand.

ARTICLE 9

OPERATIONS

Section 9.1 Operations by Tenant.

(a) With regard to the use and occupancy of the Premises and the Property, Tenant will at its expense:

- (i) keep the inside and outside of all glass in the doors and windows of the Premises clean (subject to Tenant's right to maintain window signage as set forth hereafter);
- (ii) keep all exterior store surfaces of the Premises clean;
- (iii) replace promptly any cracked or broken glass of the Premises with new glass of the same kind and quality;
- (iv) maintain the Premises in a clean, orderly, sanitary and attractive condition and free of insects, rodents, vermin and other pests;
- (v) keep any garbage, trash, rubbish or other refuse in vermin-proof containers within the interior of the Premises until removed;
- (vi) have such garbage, trash, rubbish and refuse removed on a regular basis as approved by Landlord;
- (vii) keep all mechanical apparatus free of unreasonable vibration and noise which may be transmitted beyond the Premises;
- (viii) comply with all rules and regulations of Landlord's fire insurance rating organization now or hereafter in effect, in each case applicable to or relating to the specific use, condition or occupancy of the Premises resulting from Tenant's use of the Premises;
- (ix) comply with and observe all Rules and Regulations established by Landlord from time to time which are applied uniformly to all tenants in the Property;
- (x) with Landlord's prior approval and at Tenant's sole expense, make any and all alterations to and within the Premises in the manner allowed under this Lease as may be necessary to effect compliance with all Government Regulations;
- (xi) police any lines that form outside of the Premises to Landlord's reasonable satisfaction to make sure that waiting customers do not impede pedestrian or vehicular traffic flow or become disorderly;
- (xii) maintain a high standard of cleanliness and hygiene throughout the Premises;
- (xiii) take good care of any and all floor coverings and window treatments installed at any time in any portion of the Premises, and make, as and when needed, all repairs and replacements to and for the said floor coverings and window treatments as necessary to preserve them in good order, condition and appearance, excepting ordinary wear and tear, or insured damage by casualty;
- (xiv) comply with the terms of any permit as applicable to the Premises or the Permitted Use;
- (xv) keep the sidewalks immediately adjacent to the outside of the Premises and the "Austin

Liquors Parking Area” clean and free of dirt and debris; and (xvi) comply with all policies, programs and measures instituted from time to time by Landlord in order to comply with any Government Regulations relating to the conservation and/or preservation of energy or energy related services, provided that such policies, programs and measures do not have a material adverse effect on Tenant’s use and enjoyment of the Premises

(b) With regard to the use and occupancy of the Premises and the Property, Tenant will not: (i) place or maintain any merchandise, trash, refuse or other articles in any vestibule, entry or window of the Premises or the any exterior area of the Property; (ii) use or permit the use of any objectionable advertising medium such as, without limitation, loudspeakers, phonographs, public address systems or sound amplifiers audible or visible outside of the Premises; (iii) permit undue accumulations of garbage, trash, rubbish or other refuse within or without the Premises; (iv) cause or permit objectionable odors to emanate or to be dispelled from the Premises; (v) solicit business in the exterior areas of the Property; (vi) distribute handbills or other advertising matter in the exterior areas of the Property; (vii) receive or ship articles of any kind outside the “Austin Liquors Parking Area”; (viii) commit, or suffer to be committed, any waste upon the Premises or any public or private nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant or occupant of the Property, or use or permit the use of any portion of the Premises for any use other than the Permitted Use or for any unlawful purpose or for activity of a type which is not generally considered appropriate for retail centers conducted in accordance with good and generally accepted standards of operation; or (ix) place a load upon any floor which exceeds the floor load which the floor was designed to carry.

Section 9.2 Signage.

The Landlord agrees that Tenant shall have the right, at its sole cost, to install and maintain the maximum amount of signage advertising its business ("Tenant's Building Signage") on the exterior of the Building in a design and location as approved by Landlord, such approval not to be unreasonably withheld, conditioned or delayed, and in compliance with Government Regulations.

Tenant, at its sole cost, shall also be entitled to install and maintain a separate pylon sign (the “Pylon Sign”) on the Property in a design as approved by Landlord, such approval not to be unreasonably withheld, conditioned or delayed, in compliance with Government Regulations, and a location within the area noted as “New Pylon Location Area” on Exhibit A attached hereto.

Tenant, at its sole cost, shall also be entitled to install and maintain window signage in compliance with Government Regulations.

All signage used in the interior of the Premises shall be professionally prepared and neat, attractive and tasteful in appearance and shall be in compliance with Government Regulations.

Tenant will, at its sole cost, maintain Tenant’s Building Signage window signage and Pylon Sign and all other decoration, lettering, advertising matter, or other thing as may be permitted hereunder, in good condition and repair at all times.

Section 9.3 Hazardous Materials.

Without limiting the generality of its other covenants hereunder, Tenant agrees to comply with all environmental laws, rules, regulations, statutes and ordinances, including, without limitation, those applicable to "hazardous substances" (herein "Environmental Laws"). Tenant unconditionally, absolutely and irrevocably indemnifies and agrees to defend (with counsel acceptable to Landlord) and hold harmless

Landlord and its officers, employees, agents, contractors and those claiming by, through or under Landlord, from and against all loss, cost and expense (including, without limitation, attorneys' fees) of whatever nature suffered or incurred by Landlord on account of the breach by Tenant of its agreement to comply with Environmental Laws, except to the extent such breach or any damages arising therefrom arose by the acts of any of the indemnified parties. Without limiting the foregoing, Tenant shall not introduce, use, generate, store, accept or dispose of on, under or about the Premises or the Property or transport to or from the Premises or the Property any hazardous substances other than amounts thereof customarily found in establishments similar to Tenant's which do not damage the drainage system of the Property or the Premises, which shall not be deemed to be unusual or objectionable.

For the purposes of this Section "hazardous substances" shall include, but not be limited to, substances defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq.; Hazardous Materials Transportation Act, 49 U.S.C. Section 1802; and Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901 et seq. and any other substances considered hazardous, toxic or the equivalent pursuant to any other applicable laws and in the regulations adopted and publications promulgated pursuant to said laws or any future laws or regulations.

ARTICLE 10

MAINTENANCE, REPAIRS AND ALTERATIONS

Section 10.1 Maintenance and Repairs by Landlord.

Landlord shall keep in good order, condition and repair the structural elements of the Building, including the foundations, slab floors, exterior walls, columns, downspouts, gutters and roof thereof, all plumbing, water, sewer, gas, electrical and communications systems and components located outside of the Building, and the parking areas (subject to Tenant's obligations with respect to the "Austin Liquors Parking Area" as set forth hereinabove). Landlord shall have no responsibility for maintenance, repair or replacement for any interior walls in the Building (except for load bearing walls), the exterior or interior of any store front(s), any windows, any doors, any plate glass, any Tenant-specific roof penetrations, or for any damage to any part of the Premises, Building or the Property caused by Tenant or any of the Tenant Parties.

Tenant shall immediately notify Landlord in writing of the need for any repair or maintenance that Landlord is obligated to perform pursuant to this Section and if Tenant fails to give Landlord such immediate written notice, then Tenant shall be solely responsible for all damages from any delay in making the required repair or maintenance.

Section 10.2 Maintenance and Repairs by Tenant.

Tenant shall, at its sole cost, at all times during the Term: (i) keep the Premises and all of its elements (including, without limitation, any exterior appurtenances to the Building such as doors and railings) in good condition, order and repair, including, without limitation: (a) the heating, ventilation and air-conditioning ("HVAC"), plumbing, water, sewer, gas, electrical and communications systems and components thereof exclusively serving the Premises (and located within the Building); (b) the sprinkler, alarm, and other safety and emergency systems serving the Premises (provided that Tenant shall make no adjustment, alteration or repair of any part of the sprinkler or sprinkler alarm system serving the Premises without Landlord's prior written approval); (c) Tenant's signs; (d) Tenant's leasehold improvements and

fixtures; (e) all exterior store surfaces (including, without limitation, all storefronts, windows and plate glass windows); (f) all interior walls, store fronts, entrances, floors, ceilings, windows, doors, plate glass, showcases, and sky lights; and (ii) maintain an HVAC maintenance contract, acceptable to Landlord in Landlord's reasonable judgment, and assignable to Landlord at the end of the Term, providing for periodic (no less than twice per year) maintenance to the HVAC system in compliance with the manufacturer's suggested maintenance schedule, which includes replacement of filters. Tenant's obligations as aforesaid shall include the obligation to make all replacements to the foregoing from time to time required, at its sole cost and expense.

Tenant hereby acknowledges that the basement of the Building is often damp and water seepage has occurred therein in the past and Tenant accepts the condition of the basement "as is."

Notwithstanding anything contained in this Lease to the contrary, Tenant and Landlord agree that neither Landlord nor Tenant shall have any obligation as to the condition of the basement or its walls or the maintenance or repair thereof (except for damage caused by the willful or negligent act of either party which will be such party's obligation to repair), including, without limitation, any obligation to ensure that the basement or any portion thereof is watertight or free from dampness, moisture or seepage.

Section 10.3 Damage to the Premises.

Tenant will repair promptly, at its sole cost, any damage to the Premises and, upon demand, shall reimburse Landlord, as additional Rental, for the cost of the repair of any damage elsewhere in the Property caused by bringing into the Premises any property for Tenant's use, or by the installation or removal of such property, or by the use of the Premises or the Property by Tenant or any of the Tenant Parties, regardless of fault or by whom such damage shall be caused (unless caused by Landlord, its agents, employees, or contractors); and if Tenant shall fail to make such repairs prior to the expiration of five (5) days after notice to Tenant, then Landlord may exercise its self-help rights provided in *Section 18.10*.

Section 10.4 Alterations by Tenant.

Tenant will not make any structural alterations, renovations, improvements or other installations in, on, or to the Premises or any part thereof (including, without limitation, any alterations of the storefront or any cutting or drilling into any structural element of the Property) until Tenant shall have received Landlord's written approval, which approval may be withheld in Landlord's sole discretion. Tenant may, without Landlord's consent but only after written notice to Landlord, make non-structural, interior, remodeling or refurbishing repairs and alterations which (a) do not affect the storefront or any Building systems; (b) are in compliance with all Government Regulations; and (c) are required to conform the Premises to the Tenant's then current brand décor. Any such alterations, additions or improvements requiring approval shall be made by contractors or mechanics reasonably approved by Landlord.

Section 10.5 Changes and Additions to the Property.

(a) Landlord reserves the right at any time and from time to time, without the same constituting a breach of Landlord's covenant of quiet enjoyment (express or implied) or an actual or constructive eviction, and without incurring any liability to Tenant or otherwise affecting Tenant's obligations under this Lease: (i) to make such changes, alterations, improvements, repairs or replacements in or to the Property, as Landlord may deem necessary or desirable in connection with the remodeling, reconstruction, redevelopment, redesigning or

expansion of the Property or otherwise, and in connection therewith, to change (provided there is no material adverse effect upon the Premises, as specifically provided below) the arrangement and/or location of entrances or accessways or other public parts of the Property; (ii) to make additions, alterations and modifications to and rearrangements and reductions of the Property; (iii) to change the dimensions and types of other retail stores in the Property; (iv) to convert any areas into leasable areas; and (v) to expand the size of the Property by acquiring or making available additional land or space and constructing additions thereon.

(b) Landlord's right to make or cause to be made additions, alterations, modifications or other changes to the Property (but not the Premises) as described in subsection (a) above (hereinafter collectively referred to as "Landlord's Alterations") shall be subject to the following conditions and restrictions: (i) Landlord's Alterations shall not permanently, materially and adversely interfere with the visibility of the Premises or Tenant's signs from the abutting Worcester Street; (ii) Landlord's Alterations shall not permanently, materially and adversely alter the vehicular and pedestrian traffic flow to the Premises, including the right of ingress and egress by Tenant's employees, agents, contractors and customers; (iii) Landlord's Alterations shall not permanently reduce the quantity of parking below that which is allowed by Government Regulations; and (v) Landlord shall give Tenant at least fourteen (14) days prior written notice of any Landlord's Alteration.

ARTICLE 11

UTILITIES, ETC.

Section 11.1 Water, Sewer, Electricity, Etc.

Commencing on the Delivery Date, Tenant shall make application for, arrange for, pay for (directly to such utility) and be solely responsible for all charges for utility services for the Premises except water and sewer. Without limitation of the foregoing, Tenant acknowledges that the lighting of any Tenant's signs (including any Pylon Sign), will be connected to Tenant's electrical meter.

A separate water and sewer invoice shall be rendered by the Town of Natick for the Premises. Landlord will receive and pay all invoices for water and sewer for the Premises, subject to reimbursement for all such payments from Tenant within fifteen (15) days after submission of its invoice therefor accompanied by reasonable evidence of Landlord's payment to the Town. The rates charged to Tenant shall not exceed those which would be charged by the local public utility company if such service were furnished directly to Tenant.

Section 11.2 Trash and Garbage Removal.

Tenant shall be solely responsible, at its sole cost, for arranging for and paying directly for trash and garbage removal from the Premises, including the placing of all trash and garbage in containers.

Section 11.3 Cleaning Services.

Tenant shall, at its sole cost, provide the Premises (including, without limitation, exterior plate glass, exterior doors and framing, exterior walls, exterior signs, the sidewalks immediately adjacent to the Premises and the "Austin Liquors Parking Area") with those janitorial, window cleaning, pest and vermin control, repainting and other services required to maintain the Premises in a clean, sanitary, safe, and attractive condition in accordance with the standards of comparable establishments, but in any event, not less than the reasonable standards established by Landlord, and so as to ensure compliance with the terms of this Lease. In addition to the foregoing, Tenant agrees to periodically police the Property throughout

its regular business hours on a daily basis to ensure that trash and debris emanating from Tenant's business operations are properly disposed of.

Section 11.4 Discontinuance and Interruptions of Services.

Landlord shall not be liable to Tenant for damages or otherwise (a) if any utility shall become unavailable from any public utility company, public authority or any other person or entity supplying or distributing such utility, or (b) for any interruption in any services in the Premises (including, without limitation, any heating, ventilation or air-conditioning), provided, however, if there is any disruption of utility service to the Premises and Landlord is responsible for the same under this Lease, then Landlord shall endeavor to restore such utility service as promptly as possible.

ARTICLE 12
INDEMNITY AND INSURANCE

Section 12.1 Tenant's Indemnity.

Tenant shall protect, defend, indemnify and save harmless Landlord, Landlord's affiliates, Landlord's mortgage lenders and all of their respective members, shareholders, managers, directors, officers, agents, contractors, invitees and employees, from and against any claims, demands, liabilities, fines, suits, actions, proceedings, orders, decrees, judgments, losses, damages, injuries, costs, expenses (including, without limitation, reasonable attorneys' and consultant's fees, court costs, litigation expenses) or liability of whatever nature arising, directly or indirectly, from: (a) any willful or negligent act or omission of Tenant or any Tenant Parties; (b) any accident, injury, death or damage, however caused, to any person, including Tenant or Tenant Parties, or to any property thereof, on or about the Premises or the Property; (c) any breach or default in the performance of any of Tenant's obligations or covenants to be performed under this Lease; (d) the failure of any representation or warranty made by Tenant herein to be true; (e) the non-compliance by Tenant or any Tenant Parties with any Government Regulations; or (f) the performance of Tenant's Work or any other improvements or construction including, without limitation, materials used or stored for said improvements, or the material, equipment, operations/activities of any Tenant Parties and any non-compliance with Government Regulations in connection with Tenant's Work or such other improvements, provided, however, that in no event shall Tenant ever be liable for indirect, punitive or consequential damages, except as provided in Section 3.3 of this Lease. Tenant shall in no event be obligated to indemnify Landlord of or from any of the foregoing liabilities resulting solely from the willful or negligent acts or omissions of the Landlord unless such damage or injury arises from perils against which Tenant is required by this Lease to insure, or against which perils Tenant actually carries insurance (even though not required by this Lease). This indemnity and hold harmless agreement shall survive the expiration or earlier termination of this Lease and shall include indemnity against all expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon and the defense thereof with counsel reasonably acceptable to Landlord and shall also include any costs incurred by Landlord (including reasonable attorneys' fees and costs) in enforcing this indemnity.

Section 12.2 Landlord's Indemnity.

Landlord shall protect, defend, save, indemnify and forever hold harmless Tenant, and its officers, directors, managers, members, employees and agents, from and against any and all claims, demands, liabilities, fines, suits, actions, proceedings, orders, decrees, judgments, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees) arising out of or occurring in

connection with any negligent act or willful misconduct of Landlord, provided, however, that in no event shall Landlord ever be liable for indirect, punitive or consequential damages. Landlord shall in no event be obligated to indemnify Tenant of or from any of the foregoing liabilities resulting from the willful or negligent acts or omissions of the Tenant or any Tenant Parties. This indemnity and hold harmless agreement shall survive the expiration or earlier termination of this Lease and shall include indemnity against all expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof with counsel reasonably acceptable to Tenant or counsel selected by Landlord's insurance company.

Section 12.3 Landlord Not Responsible for Acts of Others.

Except to the extent any such loss or damage results from the negligence or willful misconduct of Landlord, Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage which may be occasioned by or through the acts or omissions of persons occupying space adjoining the Premises or any other part of the Property, or, to the maximum extent permitted by law, for any loss or damage resulting to Tenant, or those claiming by, through or under Tenant, or its or their property, from the breaking, bursting, stoppage or leaking of electrical cable and wires, and water, gas, sewer or steam pipes. In no event shall Landlord ever be liable for indirect, punitive or consequential damages.

Section 12.4 Tenant's Insurance.

(a) At all times during the Term of this Lease Tenant shall carry and maintain, at its sole cost, the following types of insurance, in the amounts specified and in the form hereinafter provided:

- (i) Commercial General Public Liability Insurance, written on an occurrence basis, covering the Premises and Tenant's use thereof against claims for bodily injury or death of persons, and damage to property occurring upon, in or about the Premises or the Property regardless of when such claims may be made. Such insurance shall have a combined single limit of at least \$2,000,000 per occurrence and a general aggregate limit of \$4,000,000. The insurance coverage required under this subparagraph shall include coverage for liability hazards as defined in the policy forms and endorsements for premises and operations liability, per project and aggregate endorsements, personal injury liability, broad form property damage liability and contractual and legal liability arising out of this Lease and shall include coverage for sexual abuse and molestation. If required by Landlord from time to time, but not more than once every five (5) years, Tenant shall increase the limits of its commercial general public liability insurance to amounts customary for retail tenants in the geographical area in which the Property is located.
- (ii) Liquor Liability Insurance, with a combined single limit of at least \$2,000,000, per occurrence, written on such terms as are reasonably acceptable to Landlord's insurance advisor.
- (iii) Statutory Workers' Compensation Insurance to comply with the applicable laws of the state in which the Property is located and Employer's Liability Insurance with limits of not less than \$500,000 for bodily injury by accident or disease.

This policy shall include a waiver of subrogation waiving rights of subrogation against Landlord, if obtainable without additional cost to Tenant.

- (iv) Special Form Property or "All Risk" Property Insurance covering Tenant's Personal Property from time to time in, on or about the Premises, and all leasehold improvements to the Premises specifically including any HVAC facilities serving the Premises which may be located outside the Premises. Such insurance (A) shall be written on a replacement cost basis in an amount at least equal to one hundred percent (100%) of the replacement cost of the insured property; and (B) shall provide protection against perils that are covered under standard insurance industry practices within the classification of special causes of loss. Tenant's obligation to provide insurance pursuant to this subparagraph shall apply to all improvements and fixtures described herein, notwithstanding that some or all of such improvements and fixtures may have been installed by Tenant, Landlord, a prior tenant or any other party at any time before or after the delivery of the Premises to Tenant.
- (v) Business income insurance on an actual loss sustained basis in an amount sufficient to pay Rental for a period of one year.
- (vi) Automobile liability including hired, owned, and non-owned with limits not less than \$1,000,000.

(b) All policies of insurance provided for shall be issued in form acceptable to Landlord, by insurance companies having and maintaining at least an A-VIII rating in the most currently available AM Best's Rating Guide, and admitted and licensed to do business in the Commonwealth of Massachusetts. Each and every such policy, to the extent applicable:

- (i) Shall be issued in the name of Tenant and shall, in the case of all liability policies, name as additional insureds Landlord and any other parties in interest (including without limitation, any mortgagees of Landlord) from time to time designated in writing by notice from Landlord to Tenant;
- (ii) Shall (or a certificate thereof shall) be delivered, together with a paid annual receipt therefor to Landlord and any such other parties in interest not later than the date of delivery of possession of the Premises to Tenant and thereafter at least thirty (30) days prior to the expiration of each such policy, and, as often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant in like manner and to like extent, and each certificate shall indicate specifically the form on which an occurrence basis policy is written, the policy deductible and that the insurer has waived any rights of subrogation it would otherwise have against Landlord;
- (iii) Shall contain a provision that any act or omission, misrepresentation or breach of the policy conditions by one insured shall not invalidate coverage for any other insured;

- (iv) Shall contain a provision that the insurer will give to Landlord and such other parties in interest at least thirty (30) days notice in writing in advance of the insurer's intention to cancel, refuse to renew or otherwise terminate the policy, suspend or terminate any coverage, reduce any policy limits, increase any policy deductibles or otherwise alter any terms or conditions of the policy;
- (v) Shall be written as a primary policy which does not contribute to and is not in excess of coverage which Landlord may carry, notwithstanding the requirement that Landlord be named as an additional insured and regardless of any other insurance that Landlord may elect to obtain;
- (vi) Shall not provide for deductibles in excess of \$25,000; and
- (vii) Shall provide the full amount of any losses sustained shall be payable for Landlord's benefit under the terms of this Lease notwithstanding any act, omission or negligence of Landlord or Tenant which might otherwise result in a forfeiture of insurance coverage.

(c) Landlord makes no representation as to the adequacy of any insurance required under this Lease, and Tenant shall obtain any such additional insurance as Tenant deems necessary to protect Tenant and Landlord. The amount and coverage of Tenant's insurance shall not limit Tenant's liability nor relieve Tenant of any obligation under this Lease. Any amounts of insurance obtained in excess of the amounts required hereunder shall be available to apply towards any obligations or liabilities of Tenant under this lease. All merchandise, furniture, fixtures and property which may be about the Premises shall be at the sole risk and hazard of Tenant.

(d) If Tenant shall fail to perform any of its obligations under Section 12.4 or Section 12.5 within five (5) days after receiving written notice from Landlord with respect thereto, then in addition to any other right or remedy of Landlord, Landlord may perform the same and the cost thereof shall be deemed additional Rental and shall be payable upon Landlord's demand.

Section 12.5 Landlord's Insurance.

At all times during the Term, Landlord will maintain in force all-risk casualty insurance, with companies licensed in Massachusetts and maintaining a rating of A-VIII in AM Best's Rating Guide, insuring the Building for the full insurable value thereof with such commercially reasonable deductibles as Landlord deems advisable. In addition, Landlord will maintain in force during the entire Term of this Lease commercial general liability insurance and any other policies of insurance and in such amounts and with such deductibles as Landlord shall determine in its sole discretion.

Section 12.6 Waiver of Subrogation.

In the event that any portion of the Property or the Premises or their contents are damaged or destroyed by fire or other insured casualty: (a) Landlord, to the extent of the coverage of Landlord's policies of property insurance obtained by Landlord or required to be obtained hereunder, hereby waives its rights, if any, against Tenant with respect to such damage or destruction, even if said damage or destruction shall have been caused, in whole or in part, by the negligence of Tenant or any Tenant Parties; and (b) Tenant to the extent of the coverage of Tenant's policies of property insurance obtained by Tenant or required to be obtained hereunder, hereby waives its right, if any, against Landlord with respect to such

damage or destruction, even if said damage or destruction shall have been caused, in whole or in part, by the negligence of Landlord or any Landlord Parties; provided, however, such waivers of subrogation shall only be effective with respect to loss or damage occurring at or during such time as Landlord's or Tenant's policies of property insurance (as the case may be) shall contain a clause or endorsement providing in substance that the aforesaid waiver of subrogation shall not prejudice the type and amount of coverage under policies or the right of Landlord or Tenant (as the case may be) to recover thereunder. If at any time, Landlord's or Tenant's insurance carrier refuses to write insurance which contains a consent to the foregoing waiver of subrogation, Landlord or Tenant, as the case may be, shall notify the other party in writing, and upon the giving of such notice, the provisions of this paragraph shall be null and void as to any casualty which occurs after the date of such notice. If Landlord's or Tenant's insurance carrier shall make a charge for the incorporation of such waiver of subrogation in its policies, then the party requesting the waiver shall promptly pay such charge to the other party, upon demand. In the event that the party requesting the waiver fails to pay such charge upon demand, the other party shall be released of its obligations to supply such waiver.

Section 12.7 Increase in Insurance Premium.

Tenant will not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Premises which will contravene Landlord's policies of hazard or liability insurance or which will prevent Landlord from procuring such policies in companies acceptable to Landlord. If anything done, omitted to be done or suffered by Tenant to be kept in, upon or about the Premises shall cause the rate of fire or other insurance on the Premises or on other property of Landlord or of others within the Property to be increased beyond the rate otherwise applicable to the Premises, or to any such property for the use or uses made thereof, Tenant will pay, as Additional Rental, the amount of any such increase upon demand.

ARTICLE 13
DAMAGE AND DESTRUCTION

Section 13.1 General Restoration Obligation

Unless this Lease is terminated as provided in Sections 13.2 or 13.3, if the Premises shall be damaged or destroyed by any casualty, then Landlord shall repair and restore those parts of the Premises which are under this Lease to be kept in repair by Landlord; and Tenant shall likewise repair and restore all other parts of the Premises; substantially to the condition thereof immediately prior to such damage or destruction, including, but not limited to, all leasehold improvements, HVAC facilities servicing the Premises, signs, fixtures, equipment, display cases, furniture, furnishings and other installations in the Premises, in accordance with this Article.

Section 13.2 Termination for Damage to Premises.

If:

(a) the Premises shall be damaged or destroyed and Landlord's Architect shall certify that (a) the extent of such damage or destruction is one-third (1/3) or more of the replacement cost of the Premises and leasehold improvements immediately prior to the occurrence of such damage or destruction, whether insured or uninsured; or (b) the restoration of the Premises will take more than 270 days to complete from the date of such damage or destruction; or

(b) the damage or destruction is due to any casualty other than a casualty covered by the insurance maintained by Landlord;

(c) the damage or destruction is due to any casualty which shall have occurred within the last two years of the then existing Term of this Lease; or

(d) the holder of any mortgage on the Property will not allow the use of insurance proceeds for restoration of such damage or destruction;

then, Landlord shall have the option to terminate this Lease by giving Tenant notice in writing at any time within sixty (60) days after the occurrence of such casualty.

Section 13.3 Termination For Damage to The Property.

Notwithstanding any other provision of this Lease, in the event that any portion of the Property is damaged or destroyed, to such an extent that Landlord elects to discontinue operation of all or a portion of the Property; or in the event that the Premises are located in the portion so damaged or destroyed, and Landlord elects, in its sole discretion, to discontinue operation in the substantial portion of the Property which was damaged or destroyed, then Landlord shall have the option to terminate this Lease by giving Tenant notice in writing at any time within sixty (60) days after such damage or destruction.

Section 13.4 Time for Restoration.

If the Premises or all or portions of the Property shall be damaged or destroyed and this Lease is not terminated, then upon the expiration of the applicable sixty (60) day termination period or upon notice by Landlord to Tenant prior thereto that Landlord has elected not to terminate this Lease, Landlord and Tenant shall commence their respective repair and restoration to the Premises and portions of the Property owned by Landlord as soon as is reasonably possible and prosecute the repair and restoration to completion with due diligence.

Section 13.5 Time for Termination.

In the event of any termination of this Lease under this Article 13, this Lease shall terminate fifteen (15) days after the delivery of Landlord's notice of termination.

Section 13.6 Abatement of Rent.

If during the Term, the Premises or the Property shall be damaged by casualty, and if such damage shall materially interfere with Tenant's use of the Premises as contemplated by this Lease, after the exhaustion of all proceeds of business interruption insurance required to be maintained by Tenant hereunder by the application thereof to Rental, then a just proportion of the Annual Basic Rental and other charges payable by Tenant hereunder (other than any additional Rental due Landlord by reason of Tenant's failure to perform any of its obligations hereunder) shall abate proportionately for the period ending the earlier of (i) Tenant's reopening for business and (ii) sixty (60) days after Landlord shall have substantially completed its restoration work. Notwithstanding anything herein to the contrary, during any so-called waiting period prior to the payment by Tenant's insurer of business interruption benefits, Tenant shall be entitled to an abatement of a just portion of Annual Basic Rental as aforesaid.

Section 13.7 Miscellaneous.

Landlord shall be excused from the obligation to make any repairs or perform any restoration work under this *ARTICLE 13* to the extent prevented from doing so by reason of any cause beyond its reasonable control, including without limitation, the requirements of any Government Regulations. Landlord shall not be liable for interruption to Tenant's business or for damage to or replacement or repair of Tenant's Personal Property (including without limitation, inventory, trade fixtures, floor covering, furniture and other property removable by Tenant under the provisions of this Lease), such replacement or repair to be undertaken and completed by Tenant at its expense. In no event shall Landlord be liable to Tenant for indirect, punitive or consequential damages under any other provision of this Lease. Notwithstanding anything to the contrary contained herein, in the performance of the Landlord's restoration under this Article 13, Landlord shall not be obligated to expend any amount in excess of the insurance proceeds actually received by it, net of expenses incurred in obtaining the same.

Section 13.8 Tenant's Right to Terminate.

If following any damage to the Premises that Landlord is obligated to or elects to repair, Landlord either has not: (i) commenced the repair work within six (6) months, or (ii) completed the repair work within twelve (12) months after the date of damage, Tenant may terminate this Lease by written notice to Landlord at any time after such six-month or twelve-month period, as the case may be, and before Landlord materially commences or completes such repair work, as the case may be. Furthermore, if either a casualty or the resultant repairs and reconstruction are of such a nature that Tenant, in its reasonable business judgment, determines that it is economically impractical to operate the Premises and such condition continues for more than two hundred seventy (270) days, Tenant shall have the right to terminate this Lease upon written notice to Landlord at any time after such two hundred seventy (270) day period and prior to the remediation of such condition. In the event a casualty occurs during the last two (2) years of the Term, Tenant may terminate this Lease upon written notice to Landlord within sixty (60) days after the date of casualty. If Tenant elects to terminate this Lease pursuant to this Section 13.8, this Lease shall terminate thirty (30) days after Landlord's receipt of such termination notice.

ARTICLE 14 **CONDEMNATION**

Section 14.1 Rights of Termination for Taking.

If the Premises, or such portion of such Premises or the Property as to render the balance of the Premises or the Property physically unsuitable for Tenant's purposes, shall be taken by condemnation or right of eminent domain (including a temporary taking of the Premises in excess of one hundred eighty (180) calendar days), Tenant shall have the right to terminate this Lease by notice to Landlord of its desire to do so, provided that such notice is given not later than thirty (30) days after Tenant has been deprived of possession. Further, if so much of the Property shall be so taken or condemned or shall receive any direct or consequential damage by reason of anything done pursuant to public or quasi-public authority, such that continued operation of the same could, in Landlord's reasonable opinion, be uneconomical, Landlord shall have the right to terminate this Lease by giving notice to Tenant of Landlord's desire to do so not later than thirty (30) days after the effective date of such taking. Should any part of the Premises be so taken or condemned or receive such damage and should this Lease not be terminated in accordance

with the foregoing provisions, Landlord shall, promptly after the determination of Landlord's award on account thereof, expend so much as may be necessary of the net amount which may be awarded to Landlord in such condemnation proceedings in restoring the Premises to an architectural unit that is reasonably suitable to the uses of Tenant permitted hereunder. Should the net amount so awarded to Landlord be insufficient to cover the cost of so restoring the Premises, in the reasonable estimate of Landlord, Landlord may, but shall have no obligation to, supply the amount of such insufficiency and restore the Premises to such an architectural unit, with all reasonable diligence, or may terminate this Lease by giving notice to Tenant not later than a reasonable time after Landlord has determined the estimated cost of such restoration.

Section 14.2 Payment of Award.

Landlord shall have and hereby reserves and excepts, and Tenant hereby grants and assigns to Landlord, all rights to recover for damages to the Property, the land on which the Property is located, the Premises, and the leasehold interest hereby created, and the compensation accrued or hereafter to accrue by reason of such taking or damage, as aforesaid. Tenant covenants to deliver such further assignments and assurances thereof as Landlord may from time to time request, hereby irrevocably designating and appointing Landlord as its attorney-in-fact to execute and deliver in Tenant's name and behalf all such further assignments thereof. Nothing contained herein shall be construed to prevent Tenant from prosecuting in any condemnation proceedings a claim for the value of any of Tenant's trade fixtures installed in the Premises by Tenant at Tenant's expense and for relocation expenses, provided that such action shall not affect the amount of compensation otherwise recoverable from the taking authority by Landlord or the owner of the fee simple estate in the Property and the land on which the Property is located.

Section 14.3 Abatement of Rent.

In the event of any such taking of the Premises, the Annual Basic Rental and other charges (other than any Additional Rental due Landlord by reason of Tenant's failure to perform any of its obligations hereunder), or a fair and just proportion thereof, according to the nature and extent of the damage sustained, shall be suspended or abated, as appropriate and equitable in the circumstances.

Section 14.4 Miscellaneous.

Landlord shall be excused from the obligation to make any repairs under this ARTICLE 14 to the extent prevented from doing so by reason of any cause beyond its reasonable control, including requirements of any applicable Governmental Regulations or the unavailability or insufficiency of the proceeds of any Award. In no event shall Landlord be liable to Tenant for indirect, punitive or consequential damages.

ARTICLE 15 **ASSIGNMENT AND SUBLETTING; SUBORDINATION**

Section 15.1 Landlord's Consent Required.

(a) Except to the extent expressly provided in this Section 15.1 below, Tenant will not assign this Lease, in whole or in part, nor sublet all or any part of the Premises, nor license concessions or lease departments therein, or do anything of that nature, without first obtaining the written consent of Landlord, which consent shall

not be unreasonably withheld, delayed or conditioned. Landlord's refusal to consent to any proposed assignment or sublease shall not be unreasonable if: (a) the financial condition (including, but not limited to the net worth) of the proposed subtenant or assignee, determined in Landlord's reasonable discretion, is less than the greater of the combined financial condition of the Tenant and the Guarantors on (i) the date of execution of this Lease or (ii) the date of Tenant's request for Landlord's consent to the proposed assignment or sublease, (b) Tenant is in default under any of the terms, covenants or conditions of this Lease. Consent by Landlord to any assignment or subletting shall not constitute a waiver of the requirement for such consent to any subsequent assignment or subletting. For the purpose of this Lease, the term "assign" or "assignment" shall mean and refer to: (i) any disposition or transfer by Tenant of any or all of its rights and obligations under this Lease, whether voluntary, by operation of law, or otherwise; (ii) an imposition (whether or not consensual) of a lien, mortgage or encumbrance upon Tenant's interest in this Lease; (iii) any arrangement which allows the use, occupancy or control of the Premises by any person or entity other than Tenant; (iv) any sale or disposition of more than fifty one per cent (51%) of the capital stock or other beneficial ownership of the Tenant. Any such assignment or subletting made in violation of this Lease shall be null and void and of no force or effect and shall constitute an Event of Default. Notwithstanding the foregoing, Tenant shall have the right, without Landlord's consent, to assign this Lease or sublet the Premises to an Affiliate or a Successor. For purposes hereof, an "Affiliate" shall mean any entity which is controlled by, is under common control with, or which controls Tenant, and a "Successor" shall mean any entity into or with which Tenant is merged or with which Tenant is consolidated or which acquires all or substantially all of Tenant's ownership interests or assets.

(b) Tenant shall deliver written notice of any such requested transaction at least thirty (30) days prior to the requested effective date of the transaction.

(c) It shall be a condition of any assignment or subletting permitted under this Article that the assignee, transferee, or tenant agree directly with Landlord, in a written instrument reasonably satisfactory to Landlord, to be bound by all Tenant obligations hereunder, including, without limitation, the obligation to pay Rental and other amounts provided for under this Lease. Upon any sublease or assignment of this Lease, notwithstanding Landlord's consent thereto, Tenant and any Guarantors shall remain liable under this Lease and their respective Guaranties.

(d) Tenant shall reimburse Landlord, upon demand therefor, for Landlord's reasonable administrative costs and all out-of-pocket expenses (including, without limitation, reasonable attorneys' fees incurred in connection with processing any proposed assignment or sublease, provided the total of all the same shall not exceed \$2,500 per assignment or sublease).

(e) Fifty percent (50%) of any rents or other consideration received from any permitted sublessee in excess of the Rental reserved hereunder shall be paid by Tenant to Landlord as consideration for the right to sublet.

Section 15.2 Subordination and Non-Disturbance Agreement.

Tenant agrees to subordinate this Lease to any mortgage, now or hereafter placed upon the Property. The word "mortgage" as used herein includes mortgages, leasehold mortgages, deeds of trust or similar instruments. As a condition of Tenant's subordination of this Lease, the holder of such mortgage shall agree that if Tenant is not in default under ARTICLE 16 of this Lease, then its tenancy will not be disturbed, but shall continue in full force and effect, notwithstanding the exercise of rights by any mortgagee. Landlord shall (i) deliver to Tenant (and Tenant agrees to execute) a Subordination, Non-Disturbance and Attornment Agreement in substantially the same form as **Exhibit D** attached hereto for

any mortgage in existence on the Execution Date, and (ii) use reasonable efforts to obtain a Subordination, Non-Disturbance and Attornment Agreement in substantially the same form as Exhibit D attached hereto for any future holder of a mortgage on the Property.

If any ground lease is terminated or mortgage foreclosed or deed in lieu of foreclosure given and the ground lessor, mortgagee, or purchaser at a foreclosure sale shall thereby become the owner of the Property, Tenant shall attorn to such ground lessor or mortgagee or purchaser and this Lease shall continue in effect as a direct lease between Tenant and such ground lessor, mortgagee or purchaser. The ground lessor or mortgagee or purchaser shall be liable as Landlord only for the obligations of Landlord accruing after such ground lessor or mortgagee or purchaser has taken over the Landlord's estate in the Property or the improvements located thereon. At the request of Landlord, ground lessor, mortgagee or purchaser, Tenant shall, within ten (10) days of such request, execute and deliver to the requesting party any document reasonably requested to evidence Tenant's agreement to attorn so long as it recognizes Tenant's rights under the Lease and is reasonably acceptable to all parties.

If a mortgagee or prospective mortgagee requests any Lease modifications which do not have a material adverse effect on Tenant's rights, Tenant will enter into (at Landlord's cost) a written modification agreement. No such modification shall affect the length of the Term, the size or location of the Premises, or the Permitted Use, or the Rental.

ARTICLE 16

DEFAULT

Section 16.1 "Event of Default" Defined.

Any one or more of the following events shall constitute an "Event of Default":

(a) Tenant shall fail to pay the Rental or other charges on or before the same becomes due hereunder, and such failure continues for five (5) days after written notice of such nonpayment;

(b) Except for those defaults set forth in subsections (c) – (g) below, Tenant shall fail to perform or observe any other term or condition contained in this Lease for the period after notice as expressly provided in this Lease, or if no specific period is provided, thirty (30) days after notice from Landlord thereof unless such default is of such a nature that it cannot be cured within such thirty (30) day period, in which event no Event of Default shall occur so long as Tenant shall commence the curing of the default within such thirty (30) day period and shall thereafter promptly and diligently prosecute the curing of the same within ninety (90) days after the original notice;

(c) Tenant shall vacate the Premises, or close for business in the Premises during Normal Business Hours, for a total of fifteen (15) consecutive days or more in any twelve (12) month period, except if such closure caused by fire or casualty, Unavoidable Delay or periodic remodeling (not to exceed 30 days);

(d) if the estate hereby created shall be taken on execution or by other process of law, or if Tenant or any of the Guarantors shall be judicially declared bankrupt or insolvent according to law, or if any assignment shall be made of the property of Tenant or any of the Guarantors for the benefit of creditors, or if a receiver, guardian, conservator, trustee in involuntary bankruptcy or other similar officer shall be appointed to take charge of all or any substantial part of Tenant's property or the property of any of the Guarantors by a court of competent jurisdiction, or if a petition shall be filed for the reorganization of Tenant under any provisions of a law now or

hereafter enacted, and such proceeding is not dismissed within sixty (60) days after it is begun, or if Tenant or any of the Guarantors shall file a petition for such reorganization, or for arrangements under any provisions of such laws providing a plan for a debtor to settle, satisfy or extend the time for the payment of debts;

(e) Tenant assigns, mortgages or encumbers this Lease or sublets all or any portion of the Premises in violation of this Lease;

(f) Tenant fails to maintain any insurance required by this Lease; and

(g) Tenant fails to deliver certificate required under section 18.17 of this Lease within the time frame required thereby.

Section 16.2 Remedies.

Upon the occurrence of an Event of Default, Landlord, without notice to Tenant in any instance (except where expressly provided for below), may do any one or more of the following:

(a) Landlord may exercise its right of self-help provided in Section 18.10.

(b) Landlord may elect to terminate this Lease and the tenancy created hereby by giving written notice of such election to Tenant; thereupon Landlord may reenter the Premises, by summary proceedings or otherwise, but in any event in accordance with Government Regulations, and may remove Tenant and all other persons and property from the Premises, and may store such property in a public warehouse or elsewhere at the cost of and for the account of Tenant without resort to legal process and without Landlord being deemed guilty of trespass or becoming liable for any loss or damage occasioned thereby.

(c) Landlord may exercise any other legal or equitable right or remedy which it may have. Landlord's re-entry or taking of possession of the Premises shall not be construed as an election to terminate this Lease unless Landlord gives written notice of such termination to Tenant. Any re-entry, or taking of possession by Landlord shall not affect or diminish the ongoing obligation or liability of Tenant for all Rental and other obligations due and owing under this Lease.

(d) Landlord may decline to retake possession of the Premises and may sue for the Rental as the same becomes due or sue for the accelerated balance of the Rental and other damages or remedies to which Landlord may be entitled in accordance with the measure of damages set forth in Section 16.3.

(e) Landlord may elect to retake possession of the Premises and, without initially reletting the Premises, may sue for the Rental as the same becomes due or sue for the accelerated balance of the Rental and other damages or remedies to which Landlord may be entitled in accordance with the measure of damages set forth in Section 16.3.

(f) Landlord may retake possession of the Premises, relet the Premises and sue for damages. During the period of time that Landlord is trying to relet the Premises, Tenant will be liable for the full Rental. Landlord may sue from month to month for the damages which accrue in accordance with this subsection, or may sue for the accelerated balance of the Rental and other damages or remedies to which Landlord may be entitled in accordance with the measure of damages set forth in Section 16.3. The election of whether to sue on a month-to-month basis or for the total amount shall be at the sole option and discretion of Landlord.

(g) Landlord agrees to use reasonable efforts to mitigate its damages, but shall be in no way responsible or liable for any failure to relet the Premises or any part thereof, or for any failure to collect any rent due upon such reletting. Landlord shall have no obligation to lease the Premises prior to any other available premises in the Property. Landlord shall be conclusively deemed to have used reasonable efforts to mitigate damages if the Premises are listed for rental by Landlord with a commercial real estate broker.

(h) In addition to the foregoing, the Landlord shall have all other remedies available at law or in equity for any Event of Default by Tenant.

(i) Without limiting the right of Landlord to recover any other damages after an Event of Default, Landlord shall be entitled to reimbursement from Tenant of the unamortized amount of the Broker's fee or commission paid by Landlord to the Broker, based on a five (5) year schedule of amortization.

(j) In no event shall Tenant be liable for indirect, punitive or consequential damages of any kind, except as set forth in Section 3.3 of this Lease.

Section 16.3 Liquidated Damages. Etc.

(a) It being agreed that the payment of Rental in monthly installments is for the sole benefit and convenience of the Tenant, and since both parties further agree that damages upon termination of this Lease will be difficult to determine, in lieu of any other damages, upon Landlord's termination of this Lease due to an Event of Default, Landlord may recover from Tenant liquidated damages calculated as follows: the total aggregate Annual Basic Rental reserved for the balance of the then Term (exclusive of any Extended Terms unless options therefor have been exercised) remaining at the time of payment, multiplied by the number of Lease Years remaining in said Term; discounted to present value at a rate equal to the then applicable rate for U.S. treasury bonds or notes having a maturity comparable to the remainder of the Term.

(b) In the event of any default by Tenant hereunder, Tenant will reimburse Landlord for all reasonable expenses and reasonable attorneys' fees incurred by Landlord in collecting any amount due from Tenant, enforcing any obligation of Tenant hereunder, curing any default of Tenant or in obtaining possession of, or in re-letting the Premises.

(c) In addition to all other remedies provided in this Lease, Landlord shall be entitled to restrain by injunction any violation, or any attempted or threatened violation, of any of the covenants, conditions, or provisions of this Lease.

Section 16.4 Bankruptcy Damages.

Nothing contained in this Lease shall limit or prejudice the right of Landlord to prove and obtain in proceedings for bankruptcy or insolvency, by reason of the termination of this Lease, 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, equal to, or less than the amount of the loss or damages referred to above.

Section 16.5 Landlord's Default.

Landlord shall in no event be in default in the performance of any of Landlord's obligations hereunder unless and until 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, provided Landlord has commenced such cure within such thirty (30)-day period and is diligently prosecuting the same to completion, or such additional time as is necessary based on any Tenant Delay) after notice from Tenant. In any case, such notice from Tenant shall specify wherein Landlord has failed to perform any such obligation. In the event of a by Landlord default (after all applicable notice and cure periods have expired), Tenant, may seek money damages for loss arising from Landlord's failure to discharge its obligations under the Lease or pursue other remedies as allowed by law, but in no event shall Landlord be liable for indirect, punitive or consequential damages of any kind, and, in no event shall Tenant have the right to offset any amount of claimed damages against Rental due hereunder, and, in no event, shall Tenant be entitled to terminate this Lease, unless Landlord's default amounts to a constructive eviction under applicable law. Tenant acknowledges that the covenant to pay Rental under this Lease is independent of any covenant of Landlord under this Lease.

ARTICLE 17

LANDLORD'S ACCESS; TENANT'S PERSONAL PROPERTY; SURRENDER

Section 17.1 Landlord's Right of Access.

Upon reasonable prior notice, Landlord shall have the right to enter the Premises at all reasonable hours for the purpose of inspecting or of making repairs, alterations or additions to the Premises or the Property or to show the Premises to prospective or existing lenders or purchasers. Any such access shall be made with minimal interference with the business operations of Tenant in the Premises. In the event any such access by Landlord interrupts operations by Tenant in any material respect, Rental shall abate until such interference shall cease. For a period commencing twelve (12) months prior to the expiration of the Term, Landlord may have reasonable access to the Premises at all reasonable hours for the purpose of exhibiting the same to prospective tenants.

Section 17.2 Tenant's Personal Property

All Tenant's Personal Property shall be the property of Tenant, provided that Tenant's Personal Property shall not include (and Tenant shall have no right to remove) components of the mechanical, heating, ventilating, air conditioning, plumbing and electrical systems serving the Premises including, without limitation, plumbing and lighting fixtures. Upon the expiration or earlier termination of the Term, provided Tenant is not in default under this Lease, Tenant may (or if Landlord so determines, Tenant shall) remove Tenant's Personal Property from the Premises within the timeframe set forth herein. Tenant shall repair any damage to the Premises or the Building caused by any such removal, including patching and filling holes (including holes left by the removal of exterior signage on the Building) so as to leave the Premises in good condition and repair. In no event shall Tenant remove any restrooms or fixtures therein, the heating, ventilating and air conditioning system or any portion thereof, flooring, carpeting, ceilings, or utility or electrical components located inside the walls. All utility systems will be capped by Tenant and returned to a condition compatible with the requirements of all applicable Government Regulations. Any costs incurred by Landlord in the removal or disposition of Tenant's Personal Property or in the repair of any and all damage to the Premises resulting from or caused by the installation or removal thereof by Tenant, shall be paid by Tenant immediately upon presentation of an invoice from Landlord. Any of Tenant's Personal Property not removed from the Premises on the date the Lease terminates or expires shall be deemed abandoned and shall thereupon become the property of Landlord. Landlord may possess and dispose of such property as it deems appropriate in its sole discretion, at Tenant's cost. In the sole discretion of Landlord exercised by written notice delivered to Tenant at least ninety (90) days prior to

the expiration of the Term, Tenant shall, at its sole cost, if so instructed by Landlord in writing, remove all Tenant improvements and alterations made to the Premises, including, without limitation, any Tenant's Work. In the event Landlord so instructs Tenant, the Tenant shall not be deemed to be holding over under Section 3.3 of this Lease unless it fails to remove such improvements and alterations within thirty (30) days after the expiration or termination date of this Lease.

Section 17.3 Surrender.

Upon the expiration or earlier termination of this Lease, Tenant shall surrender to Landlord the Premises, including without limitation, all alterations, improvements and additions approved of by Landlord (if not required by Landlord to be removed by Tenant as aforesaid) and all apparatus and fixtures, except the Tenant's Personal Property, then upon the Premises, free of all debris and in as good condition and repair as the same shall be at the Rent Commencement Date (or in the case of subsequently approved additions, alterations or improvements, as of the date they are completed), excepting ordinary wear and tear and damage caused by insured casualty, with all of Tenant's Personal Property removed, with all damage caused by such removal repaired by Tenant as herein provided.

ARTICLE 18
MISCELLANEOUS

Section 18.1 Waiver.

Failure on the part of Landlord or Tenant to complain of any action or non-action on the part of the other, no matter how long the same may continue, shall never be a waiver by Landlord or Tenant of its rights hereunder. Further, no waiver at any time of any of the provisions hereof by Landlord or Tenant shall be construed as a waiver of any of the other provisions hereof, and 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 or Tenant to or of any action by the other requiring such consent or approval shall not be construed to waive or render unnecessary Landlord's or Tenant's consent or approval to or of any subsequent similar act by the other. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly installment of any Rental shall be deemed to be other than on account of the earliest stipulated Rental nor shall any endorsement or statement on any check or letter accompanying a check for payment of any Rental be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rental or to pursue any other remedy provided in this Lease. No re-entry by Landlord, and no acceptance by Landlord of keys from Tenant shall be considered an acceptance of a surrender of this Lease.

Section 18.2 Covenant of Quiet Enjoyment.

Subject to the terms and provisions of this Lease and on payment of the Rent and compliance with all of the terms and provisions of this Lease, Tenant shall lawfully and peaceably and quietly have, hold, occupy and enjoy the Premises during the Term hereof, without hindrance or ejection by Landlord or by any persons lawfully claiming by, through or under Landlord; the foregoing covenant of quiet enjoyment is in lieu of any other covenant, express or implied.

Section 18.3 Brokerage.

Landlord and Tenant each represent and warrant to the other that neither of them has employed or dealt with any broker, agent or finder in carrying on the negotiations relating to this Lease other than the Broker named in Section 1.1 hereof. In the event of a breach by a party (the "Defaulting Party") of their foregoing representation and warranty, the Defaulting Party shall indemnify, defend and hold the other party harmless from and against any claim or claims, damages or expenses (including attorneys' fees, expenses and litigation costs, as well as any claims for brokerage or other commissions asserted by any broker, agent, or finder fees) which may arise as a result of such breach. This Section shall survive expiration or other termination of this Lease. Landlord shall pay a commission to the Broker, CBRE, pursuant to a separate agreement therewith.

Section 18.4 Invalidity of Particular Provisions.

If any term or provision of this Lease, or the application thereof, to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provisions 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 18.5 Provisions Binding, Etc.

This Lease contains all agreements of the parties as of the date hereof with respect to any matter mentioned herein. No prior agreement, correspondence or understanding pertaining to any such matter shall be effective to interpret or modify the terms hereof. Except as herein otherwise expressly provided, the terms hereof shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of Landlord and Tenant and, if Tenant shall be an individual, upon and to his heirs, executors, administrators, legal representatives, successors and assigns. 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 the 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 consent to a particular assignment as required by the provisions of this Lease. If Tenant be several persons, natural or corporate, the liability of such persons for compliance with the obligations of Tenant under this Lease shall be joint and several.

Section 18.6 Recording.

Tenant agrees not to record this Lease, but each party hereto agrees on the Execution Date to execute, acknowledge and deliver a Memorandum or Notice of Lease in the form attached hereto as **Exhibit F**. 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. Within ten (10) days of Landlord's written request, Tenant shall execute and record a Notice of Termination of Lease upon the expiration or earlier termination of this Lease, failing which Landlord is hereby irrevocably authorized by Tenant to execute and record such an instrument on behalf of Tenant as its attorney in fact by virtue of this grant of authority coupled with an interest.

Section 18.7 Notices.

Any notice or demand which either party to this Lease is required or desires to give shall be given in writing, if to Landlord: to Landlord's Notice Address; or, if to Tenant, to: Tenant's Notice Address (or in the case of notices or demands given to Tenant, Landlord may deliver the notice to the Premises in lieu of delivery to Tenant's Notice Address), subject to the right of either party by notice similarly given to the other party to change their respective address. All payments by Tenant to Landlord pursuant to any provision of this Lease shall be delivered to Landlord's Notice Address or to such other place as Landlord shall from time to time designate by notice in writing to Tenant. All notices or demands shall be given by registered or certified mail, return receipt requested, or by any overnight or express mail service which provides receipts to indicate delivery. All notices and demands given in accordance with the provisions of this Section shall be conclusively deemed to have been delivered on the date of first attempted delivery, notwithstanding the refusal by either party to accept delivery.

Section 18.8 When Lease Becomes Binding.

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, consideration, representations and understandings between Landlord and Tenant are incorporated herein and may be modified or altered only by written agreement signed by both Landlord and Tenant, and no act or omission of any employee or agent of Landlord or course of prior dealings between the parties, shall alter, change or modify any of the provisions hereof.

Section 18.9 Interpretation.

(a) All captions, table of contents and index of defined terms appearing in this Lease are inserted only as a matter of convenience and in no way amplify, define, construe or describe the scope or intent of this lease. Except where otherwise expressly provided, each reference in this Lease to a Section or Article shall mean the referenced Section or Article in this Lease.

(b) The neuter, feminine or masculine pronoun when used herein shall each include each of the other genders and the use of the singular shall include the plural.

(c) The parties hereto agree that all the provisions of this Lease are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate provision hereof.

(d) Although the printed sections of this Lease may have been drafted by Landlord, this Lease shall not be construed for or against Landlord or Tenant, but this Lease shall be interpreted in accordance with the general tenor of the language in an effort to reach the intended result.

(e) The parties hereto agree that all references in this Lease to statutes shall be deemed to refer to such statutes or regulations as they may be amended from time to time and to any successor statute or regulation hereto.

(f) Time is of the essence in this Lease and each and every provision hereof in which any date or time period is specified.

Section 18.10 Self-Help.

Landlord shall have the right, but shall not be required, to pay such sums or do any act which requires the expenditure of moneys which may be necessary or appropriate by reason of the failure or neglect of Tenant to perform any of the provisions of this Lease following notice and the expiration of applicable notice and/or grace periods, and in the event of the exercise of such right by Landlord, Tenant agrees to pay to Landlord forthwith upon demand all such reasonable sums, with interest thereon from the date Landlord pays such sums at the Default Rate; and if Tenant shall default in such payment, Landlord shall have the same rights and remedies as Landlord has hereunder for the failure of Tenant to pay the Rental.

Section 18.11 No Joint Venture.

Any intention to create a joint venture or partnership relation between the parties is hereby expressly disclaimed.

Section 18.12 Unavoidable Delay.

Except as otherwise provided hereinafter, in the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder (except for payment of Rental or any other sums, money, costs, charges or expenses) by reason of strikes, lockouts, inability to procure labor or materials, failure of power, closures due to pandemic, including the Covid-19 pandemic, restrictive governmental laws or regulations, riots, insurrection, war, fire or other casualty or other reason of a similar nature beyond the reasonable control of the party delayed in performing work or doing the act required under the terms of this Lease, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay (any such delay is herein referred to as an "Unavoidable Delay"). Notwithstanding the foregoing, this Section 18.12 shall not be applicable to delay Tenant's obligations to pay Rental or any other sums, money, costs, charges or expenses required to be paid by Tenant hereunder. Tenant hereby waives any claim for a modification of the Rental or other obligations under the Lease, including, without limitation, any claim for a reduction, deferral, waiver or abatement of the Tenant's obligation to pay Annual Basic Rental or other amounts payable by Tenant, that could be asserted by Tenant pursuant the provisions of this Section 18.12 or pursuant to the doctrines of impossibility or frustration of purpose as applicable in the Commonwealth of Massachusetts, based on the Covid-19 Pandemic or any other cause whatsoever.

Section 18.13 Applicable Law; Choice of Law and Forum.

The laws of the Commonwealth of Massachusetts shall govern the validity, performance and enforcement of this Lease. If either party institutes legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be the county in which the Premises are located, or the United States District Court having jurisdiction over such county. Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either party against the other or any matter whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant created hereby, Tenant's use or occupancy of the Premises, and/or any claim for injury or damage. Tenant agrees to accept service of process by registered or certified mail addressed to the Tenant's Notice Address.

Section 18.14 Non-Discrimination.

Tenant herein covenants by and for itself, its successors and assigns, and all claiming under or through them, and this Lease is made and accepted upon and subject to the following conditions: that there shall be no discrimination against or segregation of any person or group of persons on account of sex, marital status, race, color, creed, religion, national origin, ancestry, sexual orientation or otherwise as prohibited by law, in the Premises.

Section 18.15 Landlord Representations and Warranties.

The following representations and warranties are made for the benefit of Tenant:

- (a) Landlord is a Massachusetts limited liability company duly organized, validly existing, in good standing in the state of its organization, and has all requisite power and authority to own and lease property and conduct business in the state where the Premises are located, and that each individual executing this Lease on behalf of Landlord is duly authorized to execute and deliver this Lease on behalf of Landlord;
- (b) Landlord represents and warrants that this Lease is binding on Landlord in accordance with its terms;
- (c) Landlord represents and warrants that Landlord is the owner in fee of Premises and the Property;
- (d) Landlord has delivered to Tenant a copy of the environmental report prepared by IES, Inc. dated May 5, 2011, related to the environmental condition of the Premises and the Property provided, however that Landlord makes no representations or warranties as to the accuracy or completeness of said Report;
- (e) The roof will be water-tight when the Premises are delivered to Tenant; and
- (f) Landlord is not in default under any mortgage, deed of trust, ground lease, or other security instrument, which is secured by Landlord's interest in the Property.

Other than as expressly set forth herein, neither Landlord nor any agent or employee of Landlord has made any representations or promises with respect to the Premises or the rest of the Property and no rights, privileges, easements or licenses are acquired by Tenant except as herein expressly set forth.

Section 18.16 Tenant Representations and Warranties.

The following representations and warranties are made for the benefit of Landlord:

- (a) Tenant represents and warrants that Tenant is a Massachusetts limited liability company duly organized, validly existing, in good standing in the state of its organization, and has all requisite power and authority to own and lease property and conduct business in the state where the Premises are located and that each individual executing this Lease on behalf of Landlord is duly authorized to execute and deliver this Lease on behalf of Tenant; and
- (b) Tenant represents and warrants that this Lease is binding on Tenant and enforceable in accordance with its terms.

Contemporaneously with the execution of this Lease, Tenant shall provide Landlord evidence reasonably satisfactory to Landlord of Tenant's authority to enter into this Lease and the authority of the signatory to execute this Lease.

Section 18.17 Certificates by Landlord and Tenant.

(a) Tenant agrees at any time and from time to time upon not less than ten (10) days prior notice by Landlord or the holder of any mortgage encumbering the Premises to execute, acknowledge and deliver to Landlord or the holder of such mortgage, a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications or supplemental agreements that the same are in full force and effect as modified or supplemented and stating the modifications and supplemental agreements) and the dates to which the minimum rent payable by Tenant hereunder has been paid and stating whether or not, to the best knowledge of Tenant, Landlord is in default in performance of any covenant, agreement or condition contained in this Lease and, if so, specifying each such default of which Tenant may have knowledge, and providing such other information as reasonably requested.

(b) Landlord agrees at any time and from time to time upon not less than ten (10) days prior notice by Tenant, to execute, acknowledge and deliver to Tenant or to such party as Tenant may designate, a statement in writing by Landlord certifying that this Lease is unmodified and in full force and effect (or if there have been modifications or supplemental agreements that the same are in full force and effect as modified or supplemented and stating the modifications and supplemental agreements) and the dates to which the minimum rent hereunder has been paid, and stating whether or not, to the best knowledge of Landlord, Tenant is in default in the performance of any covenant, agreement or condition contained in this Lease, and if so, specifying each such default of which Landlord may have knowledge.

Section 18.18 Counterparts. This Lease may be executed in any number of original counterparts. Each fully executed counterpart shall be deemed an original for all purposes. Pdf (scanned) or other electronic signatures shall be deemed the same as original signatures and shall be binding on the Landlord and Tenant.

Section 18.19 Gross Lease.

This Lease is intended to be a "gross lease" and any disputes over any ambiguities arising under this Lease shall be resolved with deference to this intention.

Section 18.20 Limitation of Liability.

Any liability of Landlord under this Lease shall be limited solely to Landlord's equity in the Property, and in no event shall personal liability be asserted against Landlord in connection with this Lease, nor shall any recourse be had to any other property or assets of Landlord. If Landlord shall at any time transfer its interest in the Property or this Lease, Landlord shall be released of any obligations occurring after such transfer, and Tenant shall look solely to Landlord's successors for performance of such obligations. This Lease shall not be affected by any such transfer. Notwithstanding anything contained in this Lease to the contrary, in no event shall Landlord have any liability to Tenant on account of any claims for the interruption of or loss to Tenant's business or for any indirect, punitive or consequential damages of any kind.

In no event shall personal liability be asserted against any officer, director, shareholder, member, manager or employee of Landlord in connection with this Lease, nor shall any recourse be had to any property or assets of any such individuals.

Section 18.21 Rules and Regulations.

Tenant shall observe and comply with any rules and regulations hereafter adopted by the Landlord (collectively, the "Rules and Regulations") uniformly applicable to all tenants of the Property. Landlord shall not be liable for failure of any person to obey such Rules and Regulations but shall apply all such Rules and Regulations in a uniform and non-discriminatory manner. Landlord shall not be obligated to enforce such Rules and Regulations against any person, and the failure of Landlord to enforce any Rules and Regulations shall not constitute a waiver thereof or relieve Tenant from compliance therewith. In the event of a conflict between the terms and provisions of this Lease and the Rules and Regulations, the terms and provisions of this Lease shall govern and prevail in each and every instance.

Section 18.22 Security.

Landlord has no duty to provide security for any portion of the Premises or to any portion of the Property and Tenant assumes sole responsibility and liability for the security of itself, its employees, customers, contractors and invitees and their respective property in the Premises. To the extent Landlord provides security, Landlord does not warrant the efficacy of any such security personnel, services, procedures or equipment. Landlord shall not be responsible or liable in any manner for failure of any such security personnel, services, procedures or equipment to prevent or control, or apprehend anyone suspected of, personal injury or property damage in, on or around the Premises or the Property.

Section 18.23 Confidentiality.

Landlord and Tenant will maintain in confidence the terms and conditions of this Lease, provided, that such information may be released to the parties' employees, agents, members, consultants, attorneys, lenders, prospective purchasers and lenders and may also be released to any governmental entity, agency, or department who requests such information from Landlord or requires Landlord to furnish such information or as may be otherwise required by law, or in the course of any litigation involving this Lease.

Section 18.24 Financial Reports.

After an Event of Default, within ten (10) days after Landlord's written request, Tenant shall deliver to Landlord or to any prospective mortgagee or purchaser current financial statements for the Tenant certified by the Tenant as true covering such periods as Landlord may request and current financial statements for each of the Guarantors.

Section 18.25 Guaranties.

All of Tenant's obligations under this Lease shall be jointly and severally guaranteed by the principal shareholder of Tenant, Michael D. Cimini, and its affiliate, MAS, Inc., (collectively, the "Guarantors") pursuant to the form of Guaranty attached hereto as **Exhibit E** that shall be executed and delivered simultaneously with the execution and delivery of this Lease. Landlord would not have entered into this Lease unless the Guarantors agreed to guaranty the full payment and performance of all obligations of Tenant hereunder. Tenant represents that the Guarantors will receive a substantial benefit

from this Lease and that the Guarantors have received adequate consideration from Landlord in exchange for their guaranty.

Section 18.26 Landlord's Waiver.

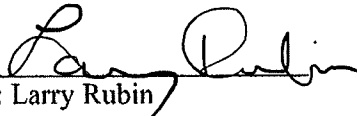
The Landlord hereby waives any lien or security interest that the Landlord may have by reason of the execution of this Lease or Tenant's default under this Lease (whether by statute or common law) in any of Tenant's inventory, trade fixtures, equipment and/or furniture. In the event Tenant's lender requires Landlord to execute said lender's form of Waiver as to such assets, Landlord shall promptly execute such form subject to such reasonable modifications as may be required by Landlord.

The remainder of this page intentionally left blank. Signature Page Follows

IN WITNESS WHEREOF, the parties have caused this Lease to be under seal as of the date previously set forth.

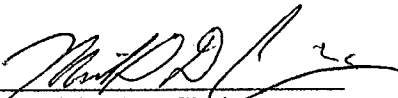
LANDLORD:

RUBIN NATICK, LLC, a Massachusetts
limited liability company

By: 
Name: Larry Rubin
Title: Manager

TENANT:

MASFANNON, LLC, a Massachusetts
limited liability company

By: 
Name: Michael D. Cirrini
Title: Manager

DEMISED PREMISES AND SITE PLAN

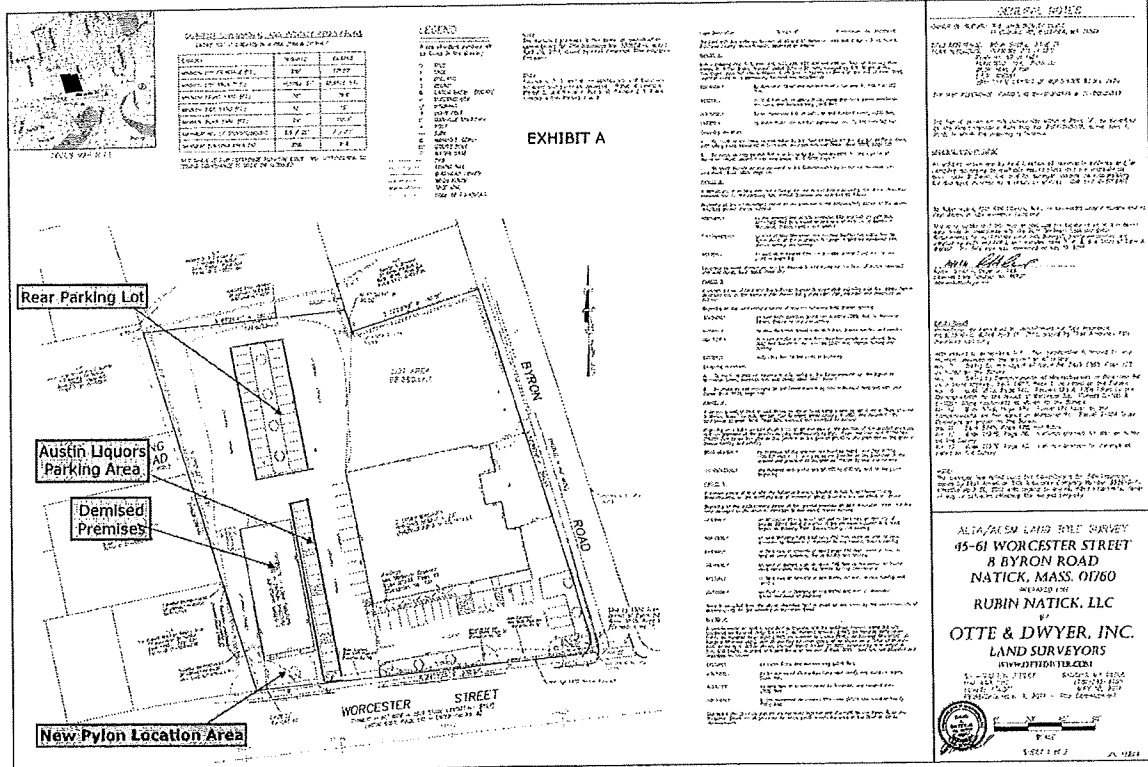


EXHIBIT B

PERMITTED ENCUMBRANCES

All matters of record at the Middlesex South Registry of Deeds related to the Property, including, without limitation, a mortgage and collateral assignment in favor of Citizens Bank, N.A.

EXHIBIT C

LANDLORD'S WORK

NONE

EXHIBIT D

**FORM OF MORTGAGEE' SUBORDINATION, NON-DISTURBANCE AND
ATTORNMENMENT AGREEMENT**

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT

This Subordination, Non-Disturbance and Attornment Agreement is dated this ____ day of March, 2022 between _____ ("Lender") and _____ ("Tenant").

RECITALS

A. Tenant has entered into a certain lease (the "Lease") dated February ___, 2022 with RUBIN NATICK, LLC ("Landlord") of a portion of the property known as and numbered 45 Worcester Road, Natick, Massachusetts. The leased premises described in the Lease are hereinafter referred to as the "Premises".

B. Lender has made a loan to Landlord, which loan is secured by a Mortgage and Security Agreement from Landlord dated { }, recorded with the _____ Registry of Deeds at Book ___, Page _____ with respect to the Premises.

For mutual consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Tenant agrees that the lien of the Lease is and shall be subject and subordinate to the lien of the Mortgage and to the lien of the Assignment and to all renewals, amendments, modifications, consolidations, replacements and extensions thereof, now or hereafter executed, to the full extent of all amounts secured thereby, said subordination to have the same force and effect as if the Mortgage, the Assignment, and such renewals, modifications, consolidations, replacements and extensions thereof had been executed, acknowledged, delivered and recorded prior to the Lease, and amendments or modifications or any notice thereof. Provided, however, that the foregoing subordination provision shall not be deemed or construed as limiting Tenant's rights under the Lease and/or Landlord's obligations thereunder, including without limitation, the use of insurance proceeds and condemnation awards, and notwithstanding any inconsistent provisions of the Mortgage with respect thereto, such proceeds and awards shall be applied as set forth in the Lease.

2. Lender agrees that Tenant shall not be named or joined as a party defendant in any action, suit or proceeding which may be instituted by Lender to foreclose or seek other remedies under the Mortgage or the Assignment by reason of a default or event of default under the Mortgage or the Assignment, unless applicable law requires Tenant to be made a party thereto as a condition to Lender's proceeding against Landlord or prosecuting such rights and remedies. Lender further agrees that, in the event of any entry by Lender pursuant to the Mortgage, a foreclosure of the Mortgage, or the exercise by Lender of any of its rights under the Mortgage or Assignment, Lender shall not disturb Tenant's right of possession of the Premises under the terms of the Lease so long as Tenant is not in default beyond any applicable grace period of any term, covenant or condition of the Lease.

3. Tenant agrees that, in the event of a foreclosure of the Mortgage by Lender, the acceptance of a deed in lieu of foreclosure by Lender, or Lender's exercise of any of its rights under the Mortgage or Assignment, Tenant will attorn to and recognize Lender as its landlord under the Lease for the remainder of the term of the Lease (including all extension periods which have been or are hereafter exercised) upon the same terms and conditions as are set forth in the Lease, and Tenant hereby agrees to perform all of the obligations of Tenant pursuant to the Lease.

4. Tenant agrees that, in the event Lender succeeds to the interest of Landlord under the Lease:

(a) Lender shall not be liable in damages for any act or omission of any prior landlord (including Landlord), provided nothing herein shall derogate from the obligation of Lender to perform all of the obligations of Landlord pursuant to the Lease once Lender succeeds to the interest of Landlord under the Lease;

(b) Lender shall not be liable for the return of any security deposit unless such security deposit is actually received by Lender;

(c) Lender shall not be bound by any rent or additional rent which Tenant might have prepaid for more than one (1) month in advance under the Lease (unless so required under the Lease);

(d) Lender shall not be bound by any amendments or modifications of the Lease made without the consent of Lender, which consent shall not be unreasonably withheld, delayed or conditioned; and

(e) Lender shall not be subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord).

5. Lender hereby approves of, and consents to, the Lease. Notwithstanding anything to the contrary contained in the Mortgage or the Assignment, Tenant shall be entitled to use and occupy the Premises and exercise all its rights under the Lease, and the Lease and Landlord's and Tenant's performance thereunder shall not constitute a default under the Mortgage or Assignment. Tenant agrees to give Lender a copy of any notice of default under the Lease served upon Landlord at the same time as such notice is given to Landlord.

6. The terms and provisions of this agreement, shall be automatic and self-operative without execution of any further instruments on the part of any of the parties hereto. Without limiting the foregoing, Lender and Tenant agree, within thirty (30) days after request therefor by the other party, to execute an instrument in confirmation of the foregoing provisions, in form and substance reasonably satisfactory to Lender and Tenant, pursuant to which the parties shall acknowledge the continued effectiveness of the Lease in the event of such foreclosure or other exercise of rights.

7. Any notice to be delivered hereunder shall be in writing and shall be sent registered or certified mail, return receipt requested, postage prepaid, or overnight delivery by Federal Express, Purolator Courier, United Parcel Service, U.S. Postal Service Express Mail, or similar overnight courier which delivers only upon signed receipt of the addressee, or its agent. The time of the giving

of any notice shall be the time of receipt thereof by the addressee or any agent of the addressee, except that in the event that the addressee shall refuse to receive any notice, or there shall be no person available (during normal business hours) to receive such notice, the time of giving notice shall be deemed to be the time of such refusal or attempted delivery as the case may be. All notices addressed to Lender or Tenant, as the case may be, shall be delivered to the respective addresses set forth opposite their names below, or such other addresses as they may hereafter specify by written notice delivered in accordance herewith:

If to Tenant:

With a copy to:

If to Lender:

8. The term "Lender" as used herein includes any direct or more remote successor or assign of the named Lender herein, including without limitation, any purchaser at a foreclosure sale, and any successor or assign thereof, and the term "Tenant" as used herein includes any direct or more remote successor and assign of the named Tenant herein.

Executed under seal as of the day and year first above written.

TENANT:

_____. a

By: _____

Name:

Title:

LENDER:

By:

Name:

Title:

STATE OF _____)
) ss:
COUNTY OF _____)

On this ____ day of _____, 2013 before me, the undersigned notary public, personally appeared the above-named _____, known to me or proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose, as _____ of _____.

Notary Public:
My commission expires:

Seal:

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this ____ day of _____, 2013 before me, the undersigned notary public, personally appeared the above-named _____, known to me or proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose, as _____ of _____.

Notary Public:
My commission expires:

Seal:

EXHIBIT E

GUARANTY

FOR VALUE RECEIVED, and in consideration for, and as an inducement to **RUBIN NATICK, LLC**, a Massachusetts limited liability company, as Landlord, to enter into a Lease with **MASFANNON, LLC**, a Massachusetts limited liability company (the "Tenant") with respect to premises consisting of the building known and numbered as 45 Worcester Street, Natick, Massachusetts (the "Lease"), the undersigned, **MICHAEL D. CIMINI** ("Cimini") having a residential address at 4 Fox Street, Nashua, NH 03064 and **MAS, INC.**, a Massachusetts corporation, having a principal office at 50 Boston Turnpike, Shrewsbury, MA 01545 ("MAS", and together with Cimini, collectively, the "Guarantors") hereby unconditionally, jointly and severally, guarantee the full payment, performance and observance of all the rents, covenants, conditions and agreements provided in the Lease to be performed and observed by Tenant and Tenant's successors and assigns, and expressly agree that the validity of this Guaranty and the obligations of the Guarantor hereunder shall not be terminated, affected or impaired by reason of the granting by Landlord of any indulgences to Tenant or by reason of the assertion by Landlord against Tenant of any of the rights or remedies reserved to Landlord pursuant to the provisions of the Lease or by the relief of Tenant from any of Tenant's obligations under said Lease by operation of law or otherwise (including without implied limitation, the rejection or assignment of the Lease in connection with proceedings under bankruptcy laws now or hereafter enacted), irrespective of Landlord's consent or other action or inaction with respect to such relief, the undersigned hereby waiving notice, protest, demand of the acceptance of this Guaranty all suretyship defenses and all defenses in the nature thereof.

The undersigned further covenant and agree that, except as expressly set forth hereinafter as to the obligations of Cimini, this Guaranty shall continue in full force and effect as to any renewal, modification or extension of the Lease, whether or not the undersigned or any of them shall have received any notice of or consented to such renewal, modification or extension. The undersigned further agree that the undersigned's liability under this Guaranty shall be primary, and that in any right of action which shall accrue to Landlord under said Lease, Landlord may, at Landlord's option, proceed against the undersigned (or any of them) and Tenant, jointly and severally, and may proceed against any or all of the undersigned without having commenced any action against or having obtained any judgment against Tenant. In addition to any other remedies Landlord may have against the undersigned and the obligations of the undersigned to Landlord, the undersigned shall reimburse Landlord for all costs and liabilities incurred by Landlord in connection with the enforcement of this Guaranty of the Lease or a default under either including, without limitation, all costs of collection and reasonable attorney's fees, whether or not suit is commenced. No party liable under this Guaranty shall be entitled to rights of subrogation against any party or interest in the Lease before the full performance and observance of all covenants, conditions and agreements of the Lease.

It is agreed that the failure of Landlord to insist in any one or more instances upon a strict performance or observance of any of the terms, provisions or covenants of the Lease or to exercise any right therein contained shall not be construed or deemed to be a waiver or relinquishment for

any subsequent performance or observance of such term, provision, covenant or right, but the same shall continue and remain in full force and effect. Receipt by Landlord of rent with knowledge of the breach of any provision of the Lease shall not be deemed a waiver of such breach.

No subletting, assignment or other transfer of the Lease, or any interest therein, and no termination and substitution of the Lease with a replacement lease, shall operate to extinguish or diminish the liability of the undersigned under this Guaranty. Wherever reference is made to the liability or status of the Tenant named in the Lease, such reference shall be deemed likewise to refer to the undersigned Guarantors.

The Guarantors hereby jointly and severally represent and warrant as follows: (a) the execution and delivery of this Guaranty and the performance of the Guarantors' obligations hereunder do not violate any covenant, restriction, undertaking or legal requirement to which any of the Guarantors is a party or are otherwise subject; (b) there is no litigation pending or threatened against any of the Guarantors; and (c) entering into the Lease by the Landlord will directly or indirectly benefit each of the Guarantors as each is either a shareholder or an affiliate of the Tenant.

Neither Landlord nor any of the Guarantors nor any assignee, successor, heir or personal representative of Landlord or any of the Guarantors shall seek a jury trial in any lawsuit, proceeding, counterclaim or any other litigation procedure based upon or arising out of this Guaranty, the Lease, or the dealings or the relationship between or among such persons or entities, or any of them. Neither Landlord nor any of the Guarantors will seek to consolidate any such action in which a jury trial has been waived, with any other action which a jury trial cannot be or has not been waived. The provisions of this section have been fully discussed by the parties hereto, and the provisions hereof shall be subject to no exceptions. No party has in any way agreed with or represented to any other party that the provisions of this section will not be fully enforced in all instances. Guarantors acknowledge that it has been informed by Landlord that the provisions of this section constitute a material inducement upon which Landlord has relied, is relying and will rely in entering into the Lease with Tenant. Guarantors acknowledge that they have consulted with an attorney and fully understand the legal effect of the provisions of this section.

The Guarantors agree that all actions or proceedings arising in connection with this Guaranty shall be tried and litigated only in the state courts located in the County of Middlesex in the Commonwealth of Massachusetts or the federal court located in the City of Boston, Massachusetts, provided, however, that any suit seeking enforcement against any property may be brought, at Landlord's option, in the courts of any jurisdiction where Landlord elects to bring such action or where such property may be found. The Guarantors waive, to the extent permitted under applicable law, any right it may have to assert the doctrine of forum non conveniens or to object to venue to the extent any proceeding is brought in accordance with this section. Guarantors agree to accept service of process by certified mail sent to the respective Guarantors' address as set forth below.

It is further agreed that all of the terms and provisions hereof shall inure to the benefit of the respective successors and assigns of Landlord, and shall be binding upon the respective heirs, executors, administrators and assigns of the undersigned Guarantors.

Notwithstanding anything in this Guaranty to the contrary, the obligations of Cimini under this Guaranty shall terminate, without any further action being necessary, on the second anniversary of the Commencement Date (as defined in the Lease) provided that no Event of Default (as defined in the Lease) has occurred prior to that date. Notwithstanding the termination of Cimini's obligations under this Guaranty as aforesaid, the obligations of MAS under this Guaranty shall continue unabated.

WITNESS THE EXECUTION UNDER SEAL, WHEREOF, this 28th day of March 2022.

Witness:

Name: Michael D. Cimini
Address: 4 Fox Street
Nashua, NH 03064

MAS, INC.

By: _____
Name: Michael D. Cimini
Title: President
Address: 50 Boston Turnpike
Shrewsbury, MA 01545

EXHIBIT F

This space reserved for Recorder's use only

NOTICE OF LEASE

Marginal Reference Requested to Book 57604, Page 457.

Notice is hereby given that **RUBIN NATICK, LLC**, a Massachusetts limited liability company having a mailing address of 308 East Main Street, Norton, Massachusetts 02766 (the "**Landlord**"), and **MASFANNON, LLC**, a Massachusetts limited liability company having a mailing address of 50 Boston Turnpike, Shrewsbury, Massachusetts 01545 (the "**Tenant**"), have executed a Lease as follows:

Date of Lease: March 28, 2022.

Description of Premises: The building located at 45 Worcester Street, Natick, Massachusetts containing 5,352 rentable square feet of space.

Term: Five (5) years.

Term Commencement Date: The date that is the later of (a) ninety (90) days after the issuance of the approvals required for the conduct of Tenant's business, or (b) the date the Premises are delivered to Tenant.

Option to Extend: Tenant has the option to extend the term for two (2) periods of five (5) years each.

Other Provisions:

The Lease contains additional rights, terms and conditions not enumerated in this instrument. This instrument is executed pursuant to the provisions of the Lease and is not intended to vary said rights, terms and conditions. In the event of any inconsistency between the terms of the Lease and the terms of this Notice of Lease, the terms of the Lease shall prevail.

[SIGNATURES FOLLOW ON NEXT PAGE]

Executed as a sealed instrument this _____ day of _____, 2022.

LANDLORD:

RUBIN NATICK, LLC,
a Massachusetts limited liability company

By: _____
Name: Larry Rubin
Title: Manager

TENANT:

MASFANNON, LLC,
a Massachusetts limited liability company

By: _____
Name: Michael D. Cimini
Title: Manager

COMMONWEALTH OF MASSACHUSETTS

_____ ss.

On this _____ day of _____, 2022, before me, the undersigned notary public, Larry Rubin, Manager of Rubin Natick, LLC, personally appeared, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as the voluntary act of Rubin Natick, LLC.

Notary Public

Printed Name:_____

My Commission Expires:_____

[Seal]

COMMONWEALTH OF MASSACHUSETTS

_____ ss.

On this ____ day of _____, 2022, before me, the undersigned notary public, Michael D. Cimini, Manager of Masfannon, LLC, personally appeared, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as the voluntary act of Masfannon, LLC.

Notary Public

Printed Name: _____

My Commission Expires: _____

[Seal]