



**CITY OF HAVERHILL**  
**LICENSE COMMISSION AGENDA**  
**Thursday, August 1, 2024 at 6:00 PM**  
**City Council Chambers**

*This meeting/hearing of Haverhill License Commission will be held in-person at the location provided on this notice. Members of the public are welcome to attend this in-person meeting. Please note that while an option for remote attendance and/or participation is being provided as a courtesy to the public, the meeting/hearing will not be suspended or terminated if technological problems interrupt the virtual broadcast, unless otherwise required by law. Members of the public with particular interest in any specific item on this agenda should make plans for in-person vs. virtual attendance accordingly.*

**REMOTE LOGIN:**

<https://meet.google.com/ckj-itjj-tyy>

Or open Meet and enter this code: ckj-itjj-tyy

Dial in (audio only): (US) +1 725-999-2202 PIN: 796 800 509#

1. **PLEDGE OF ALLEGIANCE**
2. **APPROVAL OF THE MINUTES**
  - 2.1 Approval of the minutes of July 11, 2024.
3. **CONTINUED BUSINESS**
4. **MISCELLANEOUS APPLICATIONS/ REQUESTS**
5. **ONE DAY APPLICATIONS**
  - 5.1 **Joseph LeBlanc, River Ruckus Chair**  
70 Washington Street  
-Application for one day one day Beer and Wine Liquor License for River Ruckus on September 21, 2024, from 12pm-9pm.  
-Has police approval.  
-Pending City Council and Mayoral Approval.  
  
[river ruckus app.pdf](#)
6. **BUSINESS CERTIFICATES**
7. **ENTERTAINMENT APPLICATIONS**
  - 7.1 **Robert J Lapierre, Manager**  
Big Dawg's Eatery LLC  
d/b/a Big Dawg's Eatery  
75 South Main Street  
-Application for new Entertainment License for Amplifiers, D.J., Karaoke, amplified music, sporting event, dancing by patrons only, Jukebox, Radio, TV, Comedy show (3 comedians), Performers (3 performers), vocalists (2 vocalists). For the hours of Sunday 9am-9pm, Monday 9am-11pm, Tuesday 9am-11pm, Wednesday 9am-11pm, Thursday 9am-11pm, Friday 9am-11pm, Saturday 9am-11pm.  
[big dawgs ammended ent app.pdf](#)
  - 7.2 **Ruben David Apellaniz, Manager**  
Ruben David Apellaniz  
d/b/a David's Coffee and Grill

620 Primrose Street, Unit 4

**-Application for new entertainment license for the hours of Sunday - Saturday from 6am to 3pm for Radio and TV.**

**-has police and entertainment zoning approval.**

[david coffee ent app.pdf](#)

## **8. COMMON VICTUALLER APPLICATIONS**

### **8.1 Kawus Safie, manager**

PPT Hospitality LLC

d/b/a Haverhill House of Pizza and Subs

249 Lincoln Ave

**-Application for new common victualler license for the hours of Sunday 10am-9pm, Monday 10am-9pm, Tuesday 10am-9pm, Wednesday 10am-9pm, Thursday 10am-9pm, Friday 10am-10pm, Saturday 10a-10pm.**

**-Pending updated Lease, business certificate, occupancy.**

[hav house of pizza complete cv app.pdf](#)

[haverhill house corporate vote.pdf](#)

### **8.2 Robert J Lapierre, manager**

Big Dawg's Eatery, LLC

d/b/a Big Dawg's Eatery

75 South Main Street

**-Application for new common victualler license for the hours of Sunday 9am-9pm, Monday 9am-11pm, Tuesday 9am-11pm, Wednesday 9am-11pm, Thursday 9am-11pm, Friday 9am-11pm, Saturday 9am-11pm.**

**-Pending picture of the outside, occupancy**

[big dawgs eatery cv updated.pdf](#)

[Big dawgs corp vote.pdf](#)

### **8.3 Ruben David Apellaniz, Manager**

Ruben David Appellaniz

d/b/a David's Coffee and Grill

620 Primrose Street, Unit 5

**-Application for new common victualler license for the hours of Sunday-Saturday 6m-3pm.**

**-Pending business occupancy.**

[davids coffee cv app completed.pdf](#)

## **9. OUTDOOR DINING APPLICATIONS**

## **10. ALCOHOL/ ABCC APPLICATIONS**

### **10.1 Robert J Lapierre, manager**

Big Dawg's eatery LLC

d/b/a Big Dawg's Eatery

75 South Main Street

**-Application for new section 12 all alcohol liquor license for the hours of Sunday 9am-9pm, Monday-Saturday 9am-11pm.**

**-Pending City Application, tips certs, liquor liability, 304 inspection.**

[big dawgs eatery alc app complete.pdf](#)

## **11. MOTOR VEHICLE APPLICATIONS**

## **12. CARRY IN LICENSE APPLICATIONS**

## **13. ITEM FOR DISCUSSION**

## **14. SHOW CAUSE HEARING**

### **14.1 Jessica Williams, Manager**

ACF LLC

d/b/a 978 Lounge

103 Washington Street

**-Show cause hearing: Alleged Violation of 204 CMR 2.05 (2) Permitting an illegality on the licensed premises to wit:**

**-Violation of your entertainment license.**

[show cause 978 aug 24.pdf](#)

- 15. COMMUNICATIONS
- 16. PUBLIC PARTICIPATION
- 17. OTHER BUSINESS





**LICENSE COMMISSION MINUTES**  
**Thursday, July 11, 2024, at 6:00 p.m.-Room 202**  
**VIRTUAL and in person meeting**

Attending: Chairperson Laura Angus, Commissioner Patrick Driscoll, Commissioner Linda Koutoulas, Lic. Comm Clerk Jennifer Sanchez, Sergeant Kevin Lynch, HPD.

**1) PLEDGE OF ALLEGIANCE**

**2) APPROVAL OF THE MINUTES**

**2.1 Approval of the Minutes of June 6, 2024**

Commissioner Driscoll stated he had an opportunity to review the minutes and he would like to approve them.

**Commissioner Driscoll made a motion to approve the minutes. This was seconded by Commissioner Koutoulas. No public comment, vote unanimous, motion passed.**

**3) CONTINUED BUSINESS**

No Schedule

**4) MISCELLANEOUS APPLICATIONS/ REQUESTS**

No Schedule

**5) ONE DAY APPLICATIONS**

**5.1 Carlie Hornbook, Applicant**

Emmaus Inc.

127 How Street

**-Application for one day beer and wine license for September 15, 2024, for the Cycle for Shelter event located at NECC 100 Elliott Street from 12pm to 3pm.**

**-Pending updated insurance and pending police approval.**

Carlie appeared for this item online. Carlie said this is the annual cycle for shelter event. It is held at NECC on Sunday September 15, 2024. They have approximately 100- 120 cyclists. There are 4 different courses. They raise about \$200,000. They leave early in the morning, and they return around lunch time. When they return, they have a cookout with beer and wine. The food is provided by the local businesses. Last year they had a beer tent, and they ordered the alcohol from Barewolf Brewery. They are going to do the same thing this year. The college provides Simply Elegant catering, they take care of serving the alcohol. There are 1-2 beers per person.

Commissioner Koutoulas said she did not see the city listed as additionally insured. Carlie said she would go back to Simply Elegant and ask for the updated insurance. Commissioner



Koutoulas said under certificate older you need to have the City of Haverhill listed.

**Commissioner Koutoulas made a motion to approve the application pending the updated insurance policy. This was seconded by Commissioner Driscoll. No public comment, vote unanimous, motion passed.**

**5.2 Kim Dandurant, Applicant**

Armenian Church at Hye Point  
1280 Boston Road

**-Application for one day all alcohol liquor license for the baby shower event on July 27, 2024, from 3:30pm to 8:30pm.**

**-Has Police Approval.**

Kim Dandurant sent an email to the clerk with a request to cancel this event. Chairperson Angus said this event has been postponed. The family had an emergency and submitted a request to cancel the event.

**Commissioner Driscoll made a motion to accept the withdrawal of the application. This was seconded by Commissioner Koutoulas. No public comment, vote unanimous, motion passed.**

**6) BUSINESS CERTIFICATES**

No Schedule

**7) ENTERTAINMENT APPLICATIONS**

**7.1 Noreen Frances O'Neil, Manager**

Haverhill Lodge #165 B.P.O.E. of Haverhill  
d/b/a Elk's Club  
24 Summer Street

**-Application for amendment of entertainment license- to include Karaoke, D.J., Comedy Show, Dancing by Patrons only, Movies and other events- Queen of Hearts, Texas Holdem, and 45's.**

This was postponed to the end of the meeting.

Carol and Joe were present. All items were heard together.

Sergeant Lynch said because of the way that things happened with the sporting event and not getting the proper licensing and state licensing, the police department is not inclined to grant the amendment application.

Sergeant Lynch said ignorance to the law is no excuse. If you run the club, it is your responsibility to follow the rules. He said at this time the Police department is not inclined to accept any changes to the entertainment license. He said they asked for card games. Do they have prizes for these games. They come for forgiveness every time. In turn this causes the Police Department to do extra work. Friday at 4pm we had to have Police, Fire and Inspectional services go over. The police department had to have Officers take time out of other duties to go over there.

**Commissioner Koutoulas made a motion to deny the changes to the entertainment license. This was seconded by Commissioner Driscoll. No public comment, vote unanimous, motion passed.**

**7.2 Belle Lee, Manager**

Friendly House of Pho Inc.  
d/b/a Friendly House of Pho  
114 Washington Street

**-Application for amendment of entertainment license. Requests to add indoor entertainment Amplifiers, D.J., Karaoke, Instrumental Music, Vocalists, Live bands, Dancing by Patrons only, and amplified music. Requests to add live bands for outside entertainment.**

This item was taken together with item 13.2. Chairperson Angus said they are not allowing outside entertainment in that area because there have been several issues with downtown neighbors. The music carries down the river. It gets very loud, and it disrupts their lives. The live bands outside are not something they are going to approve of. Bill said that he heard there were issues with other buildings, and he would like to withdraw that. Commissioner Koutoulas said across the river it really carries and she appreciates that.

Chairperson Angus asked Bill if he knew what the total occupancy is. Bill said it is 130.

Chairperson Angus told them that the entertainers count against their occupancy number. If there are 5 band members, that is 5 less people you can have in the establishment.

**Commissioner Koutoulas made a motion to approve amendment for indoor entertainment (with the withdrawal of outdoor entertainment). This was seconded by Commissioner Driscoll. No public comment, vote unanimous, motion passed.**

**7.3 Brian P. Murphy**

Uno of Haverhill, Inc,  
d/b/a Uno's Pizzeria & Grill  
30 Cushing Ave

**-Continued from June- Application for amendment of entertainment license to include outside entertainment in the parking lot.**

**-Pending police approval.**

Christina Williams appeared virtually for this item. She said that Brian no longer works for the company and that he retired. Chairperson Angus said he is the named manager on record and asked if they are working on getting a change of manager application together. She said Anita is working on that application. Chairperson Angus asked if she is still looking to do entertainment in the parking lot. She said she is looking to do the car show. She is going to hold off on the movies. Commissioner Koutoulas asked if she has spoken with the police department. Christina said yes, she did. She met with Sergeant Lynch. Christina said they will be using their cars as barricades. This prevents cars from getting into the back area. She contacted the Police Department for a Police detail. The event will take place on August 4, 2024, from 9am to 5pm. Christina said at this time it is only one day and if they decide to have another one, she will come back to request.



Christina showed the pictures on the arial, she drew lines where they will use the vehicles to barricade. She said they will still have the front parking lot for the customers. She showed them on the map where they would be parking their cars. She said there will be about 60 cars. She said there is a team of 23 people that will be patrolling the event. She said they will not be having any music at the event. The only speaker they will be using is for the prizes.

Chairperson Angus said the only other concern they have is with the occupancy. She reminded them to stay within the occupancy number. Christina said the building has a limit of 210. She said she would make sure they do not go over that. Commissioner Koutoulas said this includes the outside people. Chairperson Angus asked if the Police had any objections to approving car shows at this location with prior notice.

Sergeant Lynch said on the application he said the car shows would require a detail. The Police department would have to be notified every time that they have a car show.

Chairperson Angus said appreciates the due diligence in getting this resolved.

**Commissioner Koutoulas made a motion to approve the entertainment amendment with required prior notice and approval by the police department for each event. This was seconded by Commissioner Driscoll. No public comment, vote unanimous, motion passed.**

## **8) COMMON VICTUALLER APPLICATIONS**

### **8.1 Ailing Liu, Manager**

New Haverhill Jade inc.,  
d/b/a New Haverhill Jade  
203 Winter Street

**-Application for new common victualler license for the hours of Sunday 12pm-9pm, Monday 11am-9pm, Tuesday closed, Wednesday and Thursday 11am-9pm, Friday and Saturday 11am-9:30pm.**

**-Pending inspectional services approval and building occupancy.**

Attorney Russell Chin appeared virtually. He is representing the applicant. Ailing Liu was also present online. It is a 3400 square foot restaurant with 16 seats, and they are seeking approval for a new common victualler license. Attorney Chin said they would not be doing any remodeling or any significant changes to the restaurant.

Chairperson Angus asked what her experience is in the business.

Attorney Chin said she has significant restaurant experience and that she operated and managed other restaurants in the past. She has an allergy awareness certificate and food safety certificate.

Attorney Chin said there are no plans to have any TV or radios in the restaurant.

Chairperson Angus said if it changes to make sure to put in the application.

**Commissioner Driscoll made a motion to approve the common victualler license pending business occupancy. This was seconded by Commissioner Koutoulas. No public comment, vote unanimous, motion passed.**

### **8.2 Walter Gorrell, Manager**

Damgeuda Food LLC  
d/b/a Damgeuda



21 Washington Street

**-Application for new common victualler license for the hours of Sunday 8am-11pm, Monday 9am-11pm, Tuesday 9am-9pm, Wednesday 9am-11pm, Thursday 9am-9pm, Friday 9am-11pm, Saturday 8am-11pm.**

**-Pending business occupancy.**

Walter Gorrell appeared for this item. Walter said Damgeuda is a Korean word, and that the restaurant is a Korean inspired café. Chairperson Angus asked Walter what his experience is in the business. Walter said he and his wife have been working in restaurants for a decade each in various roles. Chairperson Angus asked him if he could submit a missing page from the Lease. Walter said they need to minor renovations before they can get business occupancy. Chairperson Angus asked if he has an anticipated opening date. Walter said about 2 months. Commissioner Koutoulas asked Walter if he plans on having any radio or TV. Walter said he doesn't know but maybe Radio. Commissioner Koutoulas told him that he would need to apply separately for that and if he decides that to come back to the Commission.

**Commissioner Koutoulas made a motion to approve the common victualler license pending business occupancy and completed lease. This was seconded by Commissioner Driscoll. No public comment, vote unanimous, motion passed.**

**9) OUTDOOR DINING APPLICATIONS**

No Schedule

**10) ALCOHOL/ ABCC APPLICATIONS**

No Schedule

**11) MOTOR VEHICLE APPLICATIONS**

No Schedule

**12) CARRY IN LICENSE APPLICATIONS**

NO SCHEDULE

**13) ITEM FOR DISCUSSION**

**13.1 Jonus Rustani, Manager**

The New Lantern Café Inc.,

d/b/a The New Lantern Cafe

240 Essex Street

**-Item for discussion: Incident that occurred on or about June 4, 2024, at approximately 01:18**

Sergeant Lynch said on May 26, 2024, at 1:18 am, Officers were dispatched to the area of Essex and High Street, for a male party that was unconscious on the sidewalk. The call came from the manager of the New Lantern Café. The investigation showed that all parties were in the New Lantern Café throughout the night. One party was buying drinks for another party involved. Allegedly there was a female party that was indecently assaulted. That is what this whole incident stemmed from. There was an argument inside of the bar towards the end of the night. The parties did leave the bar and the assault resulted in 1 male party being transported to the hospital by ambulance. The detectives returned to the bar to do the investigation, and they said the security system was very dated. They were unable to extract video that night. The owner was

unavailable to assist police for 2 days after the incident. As a result of this investigation 2 people were charged with crimes.

The Sergeant's concerns are the video and that the Police had to wait 2 days. He is also concerned that when there was an argument in the bar that the Police were not called, and they were not called until there was an unconscious victim.

Jonus Rustani was present for this item. He was sworn in. Jonus said he gave the detective access to the video. He said there were no arguments in the bar that night. He said everyone left around 1:15. When he was leaving, and he turned the corner he saw the person lying on the sidewalk. He said he called 911 because he wanted to get the person help. He said he went to check on the victim to see if he was alert at all and he was not, he was snoring. He called 911 to get the man help. He said again there were no incidents inside of the bar that night. Jonus said he remembers that night very clearly and no one argued that night. Jonus said he gave the detective access to the video and if there were any altercations this would be on the video.

Chairperson Angus said it is not an issue of an altercation it is an issue of an assault. Jonus said the lady that claimed the assault should not be believed at all but that is not for him to say.

Commissioner Koutoulas said she wonders how the victim could be snoring when the friend is hysterical (as listed in the police report). Jonus said the person who was on the sidewalk was snoring. Jonus said his brother claims to know what happened. His brother also says he has witnesses to what happened. He said if they want to talk to him, he can go over to the bar and stay there so he can come to City Hall. Jonus said he called and asked, and they told him that they wanted to see him. Commissioner Koutoulas told him that he could have brought anyone. Commissioner Koutoulas said we are having the meeting right now.

Chairperson Angus asked Sergeant Lynch if they got access to the video. He said yes, they did but it took 2 days. They could not do anything with it that night because the system was very dated.

Chairperson Angus asked if they were able to see the assault on the footage.

Chairperson Angus asked Jonus if his brother told him that they needed to get an updated camera system, and this was discussed at one of the meetings that he went to for Jonus. Jonus said he is in the process of selling the business. Chairperson Angus said that does not answer the question. Jonus said he can get an updated camera system. Chairperson Angus said they asked his brother for this months ago.

Sergeant Lynch said one of the parties is alleging that something happened inside of the bar, but it does not say if they observed that on video or not. The female is alleging that she was indecently assaulted in the bar. Chairperson Angus asked if that is something they can have clarified for August.

**Commissioner Koutoulas made a motion to postpone this matter and bring it back for a show cause hearing on August 1, 2024, and they would like updated status of the video system at this time. This was seconded by Commissioner Driscoll. No public comment, vote unanimous, motion passed.**

### **13.2 Belle Lee, Manager**

Friendly House of Pho Inc.  
d/b/a Friendly House of Pho  
114 Washington Street



**-Item for discussion: Approved Entertainment at 114 Washington Street**

This item was taken together with item 7.2

Bill Rand and Belle Lee were present for this item. Chairperson Angus reminded them that when they applied for the entertainment license they applied for Jukebox and TV only. She said she had seen advertised D.J.s and other forms of entertainment.

Bill said that is an oversight on his part. Bill said he did not realize they were not permitted for live bands. Chairperson Angus asked them if they have the entertainment license posted on the wall. Bill said yes, he has it posted. Commissioner Koutoulas told them that it is listed on the entertainment license. Bill said he did not look at it because everything is in there and they must get a larger window. Bill said he has not had a D.J. there. Commissioner Koutoulas asked if he has had any activity outside of what was approved on his entertainment license. Bill said no he has not. Commissioner Koutoulas said so it was advertised, and you rectified that but there has been no past violation as far as you know. Bill said no there has not.

**13.3 Jessica Williams, Manager**

ACF LLC

d/b/a 978 Lounge

101- 103 Washington Street

**-Item for discussion: Entertainment License for 978 Lounge**

There was no one present for this item on the first call. It was put off until the end of the meeting.

**Commissioner Driscoll made a motion to elevate to a show cause hearing for the August meeting. This was seconded by Chairperson Angus. No public comment, vote unanimous, motion passed.**

**14) SHOW CAUSE HEARING**

**14.1 Jeremy M. Dul, Manager**

Bradford Social & Athletic Club Inc.

d/b/a Bradford Social & Athletic Club

187-189 South Elm Street

**-Show cause hearing: Violation of M.G.L. Ch. 138 §1 Failure to provide Officers and Compensation.**

Daniel McDowell appeared for this item. He appeared for Mr. Dul. He said he is here to provide the information. Daniel said the first notice they did not receive maybe because that area of South Elm Street is under total construction. They did not get the first notice, but they did get the second notice.

Chairperson Angus asked if the paperwork that he brought lists all the people that serve alcohol and their pay. Daniel said it is all volunteer. Chairperson Angus said the letter must state that they do not receive compensation. She told him if it is not in the letter, he can either add it in or submit another letter. Daniel said he would add that on to the letter.

Commissioner Koutoulas asked him if the list is the same as the last list that we have on file.



Daniel said no there is one change on the list.

Chairperson Angus told Daniel that they will need to file the Officer and Director paperwork, separate from this and it needs to be approved by the ABCC. She reminded him anytime there is a change of Officers that paperwork needs to be submitted.

Chairperson Angus told him to remind Jeremy that this is something that needs to be done every year. It must be submitted by law, by April of every year. If there is any change of Officers and Directors within that year you must submit paperwork for that change.

Chairperson Angus told him the paperwork is on the ABCC website under amend your license, the change of Officers and Directors application is under that. She also told him there is other paperwork that is needed for the application.

Chairperson Angus also told Daniel that there have been some issues in the past with the club not attending the renewal meeting. She reminded him this meeting is mandatory and there is a lot of useful information.

Commissioner Koutoulas said that if there are any updates to the mailing address or a new email address it can be changed to make it easier for the Commission to contact them.

He turned in the letter to the Commission.

**Commissioner Koutoulas made a motion to place this on file. This was seconded by Commissioner Driscoll. No public comment, vote unanimous, motion passed.**

#### **14.2 Charle Maroun, Manager**

CM Direct of MA LLC

d/b/a Smith's Tavern

124 Essex Street

**-Show cause hearing: Alleged violation of 204 CMR 2.05 (2) permitting an illegality of the licensed premises to wit: Failure to maintain a safe environment for Patrons.**

**-Show cause hearing: Alleged violation of 204 CMR 4.03 – Happy Hour Violation**

Charle Maroun appeared for this item. A video was played that showed employees consuming alcohol while working, offering free drinks and a wrestling move. Charle said in the first video it looks like he is spraying champagne in the air, but it is not champagne. He said it is sparkling cider. He said in the video that shows an employee's consuming alcohol, that they are not really shots. He said the drinks being consumed by the servers are promotional to make it look like they are having fun, but no alcohol was consumed. He said the last video that shows the wrestling move (someone getting thrown through a table), was at the private employee Christmas Party. He said the bar was closed to the public and only employees were present. Charle said he knows the rules and he always calls the police when there is a problem. Charle said all these things are done as marketing schemes. He said he uses his Instagram as a marketing tool. Since he got the letters for this meeting, he has deleted the videos. He said Instagram is not real, it is only perceived as real. He said his intentions behind the videos are to make it look like it is a fun place. He said business has been slow and he made the videos for that reason. He apologized for the videos. Charle said he is known to have a very safe place.

Chairperson Angus told him if that is the type of advertising that he is using to lure customers in, it is not the right advertising. Charle said it is not to lure people in, it was done because it is slow this time of year and he was trying to show it is a fun place. He also said some of the videos are old and time stamped in December. Charle said he is not a drinking, and he will never be seen



intoxicated at the establishment. He said anytime the Officers came he has never been intoxicated. He said everything is to keep up an image that Smith's is the fun spot to be. Chairperson Angus told him that one of the videos also says the next 10 people that come in get a free shot. Charle said that no one gets anything for free, because anytime that anyone gets anything for free someone else pays for it. Charle said the man in the video prepaid for 10 shots. Once the people come in, he buys the shot in front of them. He said it is not a shot that is given away. He said that he understands there cannot be happy hour. Chairperson Angus told Charle that he cannot advertise free alcohol, and that is what you are doing.

Charle said he apologizes, he did not think that is how it is coming off like that. She said she understands that Instagram has fictitious things on it but as the License Commission they cannot see things like this. Charle said that is why he deleted the videos; he would rather be a slower business and looked with respect. Then a business that is not looked at favorably.

Chairperson Angus told Charle since he purchased the establishment, this is the third time that he has been here and he told them that he was going to run a clean business, and that safety and responsibility come before anything. She said throwing someone into a table is not safe or responsible.

Charle said his cameras were only recording up to 12 days and after taking with Sergeant Lynch he has upgraded his camera systems to record for 30 days. Charle said last call for him is everyday at 12, and everyone is off the premises by 1 am. Commissioner Koutoulas asked about the Christmas Party. Charle said the Christmas party started at 6pm and ended at 10pm. He said he was still within his hours. He said if it is an issue he can have the Christmas parties at his sister's place. Charle said he is very strict with his rules. Chairperson Angus said that is why this is so shocking.

Chairperson Angus told Charle that even his bartenders are not drinking while they are working you are still portraying that that are.

**Commissioner Driscoll made a motion to do a letter advisement and 30-day probation barring no other issues. This was seconded by Commissioner Koutoulas. No public comment, vote unanimous, motion passed.**

#### **14.3 Edward DiBurro, Manager**

Barnboard Pub, Inc.  
d/b/a Academy Lanes  
725 South Main Street

**-Show cause hearing: Alleged violation of 204 CMR 2.05 Chapter 138, § 34 Sale or delivery of an alcoholic beverage to a person under 21 years of age.**

**-Alleged violation of 204 CMR 2.05 (2) Failure to display required signage.**

Edward DiBurro appeared for this item and was sworn in.

Sergeant Lynch said on June 13, 2024, an underage alcohol compliance check was conducted. Detectives and 4 underage operatives assisted in the compliance check. There were 42 establishments that were visited and there was 1 establishment that sold alcohol to an underaged person. At 17:22 detectives and the underage operatives went to Academy Lanes. Each underaged operative asked for a Bud Light. The underaged operatives did not pay any money at the time and the bartender did not ask for an ID. The bartender placed the Bud Lights in front of each underaged operative. A short time later detectives advised the establishment of the



violation. The bartender stated he recognized the 2 operatives as prior customers. Detectives did not see a liquor license posted on the wall when they asked the bartender about the license, he was unable to locate the license.

Edward says he has no defense for this. He has no idea why he served the operatives. He was not at the premises that day. He said at the time there was no one else in the establishment. He said the bartender has always in the past has been good at checking for IDs. There was an undercover sting before, and he passed. He said the Licenses are posted in the bowling center. The bartender did not know where they were posted. He said all the licenses are posted in the bowling center. Chairperson Angus asked Edward how long the employee has been working for him. Edward said about a year. He works part time 2-3 days per week. He works at TGI Fridays, and he is certified though them for serving safe alcohol. Edward said this is the only issue they have. Chairperson Angus told Edward that he should make photocopies of the licenses and put them in the bar area also. She also said if the Haverhill License Commission does not have copies of his certifications we need to get copies of the certification.

Sergeant Lynch said the bartender passed the sting last time. The last time the drinks were in the bartender's hand, and he put them down in front of the operatives and then asked for a ID.

Sergeant Lynch said they passed him on that because the bartender still maintained control of the drinks and he did ask for ID before they were served. Sergeant Lynch said clearly, he is making poor judgment calls because he should be checking for ID for everyone.

Commissioner Driscoll said we are going to ask for all front of house staff to be recertified with in person training and submit that to our clerk.

Chairperson Angus told Edward if he cannot get the training done within 60 days to come back to the Commission or submit something to the clerk.

**Commissioner Driscoll made a motion to have all front of house staff retrained with in person training and submit to clerk and 60-day probation. Training must be done within 60 days. This was seconded by Commissioner Koutoulas. No public comment, vote unanimous, motion passed.**

#### **14.4 David Brogna, Manager**

Grande Mexico LLC

d/b/a Grande Mexico

108 Plaistow Road

**-Show cause hearing: Alleged violation of 204 CMR 2.05 (2) Permitting an illegality on the licensed premises to wit; Possible overserving**

Craig Difeo was here for this item. He is 50 percent owner. David had an operation on his throat, and he cannot talk for at least 7 days. He prepared something for the meeting. He gave the Commission of a copy. Craig was sworn in.

Sergeant Lynch said on June 18, 2024, at 12:15am, officers were dispatched to 147 Grove Street for a motor vehicle crash. When Officers spoke with the operator of the motor vehicle, he had blood shot glassy eyes, moderate odor of alcoholic beverage emanating from his person, swaying side to side, and unsteady on his feet. The operator advised the officers that he worked at Grande Mexico, and he had 3 tequila shots after work. There was a report from a witness that was following the operator before the crash and stated he was all over the road. The Sergeants concerns are consuming alcohol after work, and letting employees leave intoxicated.



Craig said himself and David were not there when this happened. They tried to piece this together by talking to employees. The employee started at 8:30am and clocked out at 10:30pm. After he clocked out, he sat at the bar, and he ordered 1 drink. 1 hour later was the last call he ordered another drink and was served another drink. He cashed out at 11:34pm. At midnight everyone left, and the bartender locked the door.

After being notified of the incident the kitchen manager whom speaks Spanish and English well talked to Jose. Jose said that he had 2 drinks at Grande Mexico and 3 shots after leaving. Craig said it was noted in the Police report that nips were found in and around his vehicle. He brought a copy of the employee clock in and clock out time log. He also had a copy of Jose's bar slip. The bar slip shows 2 margaritas and no shots. They asked the bartender if he was served any shots, the bartender said no. Craig said he did not have the shots at Grande Mexico, and they cannot control what someone does when they leave. Sergeant Lynch said he left the bar at 12 and even if he had 3 shots it would not impair him in 15 minutes. It would have taken time for the shots to impair him, and 15 minutes is not the time frame. Commissioner Koutoulas said in March they were asked to update their cameras. She asked if the Police had reviewed the footage. Sergeant Lynch said no the did not review the footage.

Craig said their camera system records for 7 days and on the 8<sup>th</sup> day it starts recording over. Commissioner Koutoulas told Craig that it needs to be updated to 30-day retention time. The Commission has started to ask for this.

Commissioner Driscoll said he agrees with the length of the footage, and he also knows that they are not in front of the Commission often. He knows they run a good ship and did say there were nips in his car. Chairperson Angus said there was a serious accident a little over a year ago with similar circumstances.

Commissioner Koutoulas said she wanted to mention that the employee worked 13 hours that day and he was allowed to have a drink after the shift. She suggested that working that long may have caused him to be more impaired. She suggested that he should train the employees on that. Chairperson Angus asked Craig if the employee ate that night. Craig said he cannot say if he did or did not and that he was not there that night. He also said they can eat while they are working. Attorney Fallon said he thinks Sergeant Lynch is correct. He does not see how 3 nips could hit that quickly. Sergeant Lynch reminded Craig that the bartenders have to be diligent and talk to the Patrons and look for the signs they are impaired.

**Commissioner Driscoll made a motion for tips or serve safe certification within the next 30 days, for all front of house staff and probation for 45 days. The training will be done in person and update the camera system to a 30-day retention time. This was seconded by Commissioner Driscoll. No public comment, vote unanimous, motion passed.**

#### **14.5 Nancy Ann Pegnam, Manager**

Crescent Yacht Cub

d/b/a Crescent Yacht Club

30 Ferry Street (rear)

**-Show cause hearing: Alleged violation of 204 CR 2.05 (2) Permitting an illegality on the licensed premises, to wit:**

Richard Willet appeared for this item. As well as Rick the Commodore. They were both sworn in. Chairperson Angus said there were some events that were publicly advertised. She told them



they are a private club they are not supposed to be advertising. Richard said the advertisements were not put on by them. He said they were put on by the band. He said it has happened twice since he got the notification for the meeting. He said when they put something on it is always done by the same person and it says the members invite you. Chairperson Angus asked if they put the post up. Richard said no. Chairperson Angus asked if they all signed in the book and they were all sponsored by a member. Richard said yes, they did. Richard said they have a book at the door and a book at the bar. It is the bartender's responsibility to make sure everyone is signed in. Richard said the members sign their guests in it is not the bartender's responsibility to sign them in but to make sure they are signed in. When they have a special party, they have a special book. He said the sponsoring member is there from start to finish.

Commissioner Koutoulas said she can understand the band wanting to advertise. When you are a private club, it puts the club into a situation. She recommends having a conversation with the people that use the facilities. She suggested adding in must be signed in by a member. Rick said they sent out a letter after this incident. He said they notify the bands and advertise the members of the Crescent Yacht Club or the Crescent Yacht Club and its members. This is what they have been doing. They sent this letter to all the bands that they use. He said they are aware they can't just invite their friends, and the members are good at making sure everyone is signed in.

Attorney Fallon asked when people came with the band what happened when they were at the door. Richard said there is a door person that is certified and has them sign in and the door person signs in next to them. The door person stays there for the entire event.

Commissioner Koutoulas asked if the members know the people they are signing in. Richard said about half and half. Commissioner Koutoulas said that is where it gets a little gray. She said she knows they are doing fundraising but it on the edge of the intention.

Attorney Fallon said the members are allowed to bring guests and you are basically vouching for those people, rather than just letting people sign in. Rick said for the most part during the day almost everyone is a known person. Rick said they try to follow the rules and they are not in front of the board very often. He said they have 16 cameras that last 30-60 days.

Attorney Fallon said it just blurs the lines. Being a privately owned club there are certain benefits that you get. It sounds like he went there now, and he did not know anyone that he would get signed in.

Commissioner Koutoulas thanked them for their attention to the safety and the diligence of the members. She said advertising has been an issue everywhere. They want to address the issues as they come up. Rick said they addressed the issues and soon as they were aware. He also said they have more than one bartender on duty if it is busy.

Commissioner Koutoulas asked him about who the manager is. Rick said that Nancy was the manager, but her husband had taken a turn for the worst medically and she had retired. They did interviews have selected Richard as the new manager.

They said they do plan on making Richard the permanent manager and brought the application in.

**Commissioner Koutoulas made a motion to place this on file. This was seconded by Commissioner Driscoll. No public comment, vote unanimous, motion passed.**

#### **14.6 Noreen Frances O'Neil, Manager**

Haverhill Lodge #165 B.P.O.E. of Haverhill  
d/b/a Elk's Club



24 Summer Street

**-Show cause hearing: Alleged violation of 204 CMR 2.05 (2) Permitting an illegality on the licensed premises to wit: Publicly advertising and service of non-members.**

Joe and Carol appeared for these items. They were heard together. Chairperson Angus said they had an event on June 21 called Midgets with attitude. They were contacted by Jennifer before the event. It was the same day as the event. That is the first time that we had found out about the event. She called to let you know that you are in violation of your entertainment license. Her understanding was the response to Jennifer was we don't care we are going to do it anyway. Joe said he had a conversation with Jennifer, and he did not know about an entertainment license for sportsman. He said he did not know the Midgets were considered a sport. Carol said it was more of a comedy show. Chairperson Angus said all these things are a violation of your entertainment license. Joe said he told Jennifer that it is 3 hours before the how there is now way that he can cancel the show.

Commissioner Koutoulas said it appeared based on the advertisement, that the event is all ages. Carol said there was a comment that she made on the advertisement that you must be 18. Chairperson Angus asked them what they did to determine who was able to drink and who was not. Joe said the drinkers had a band and the non-drinkers had 2 bands. Commissioner Koutoulas said they could have taken that off and been considered a drinker. Joe said they only had 3 people that were underage. Chairperson Angus said if you put the band on a non-drinker, they can go into the bathroom take the band off and now they are a drinker. Chairperson Angus said her concern is the non-drinkers go in the bathroom, take their band off and now they are a drinker. Who is checking to make sure the non-drinkers are still not drinking. Chairperson Angus asked if they are getting carded at the bar. Joe said no they are not getting their ID checked at the bar because they already got checked at the door. Chairperson Angus said what you should have done was put bands on the drinkers.

Attorney Fallon said this method is designed to fail. There could not have been a worse way to do this.

Chairperson Angus said she has a copy of the book for that night. She asked if they are mostly nonmembers. Joe said no, they are mostly all members. Commissioner Koutoulas said how do you know who a member is and who is not a member by these lists. Carol said they know the names. Commissioner Koutoulas suggested a change to the way they are signing people in. Chairperson Angus said, if they are not a member, then the member sponsoring them name should be there as well.

Carol said some of these advertisements were not done by them they were done by the Wrestlers on the wrestling page. Commissioner Koutoulas said it was also posted on their page also. Carol said that is because members were posting it. Chairperson Angus said someone needs to be in control of the page so you can control the advertisement that is coming out of your establishment. If you are allowing other people to have events at your establishment, you must tell them they cannot publicly advertise. Chairperson Angus said it is not good enough to say it wasn't us. She said it is your event and you must make sure that your event is compliant with the law.

Attorney Fallon said whatever goes on there, you are responsible for.

**Commissioner Driscoll made a motion for the Elks Club to close completely on Friday July 12, 2024, Saturday July 13, 2024, and Sunday July 14, 2024, for everyone including**



**members and no service of alcohol. They may reopen on Monday July 15, 2024. They will also be on probation for 6 months. This was seconded by Commissioner Driscoll. No public comment, vote unanimous, motion passed.**

**14.6 Noreen Frances O'Neil, Manager**

Haverhill Lodge #165 B.P.O.E. of Haverhill  
d/b/a Elk's Club  
24 Summer Street

**-Show cause hearing: Alleged violation of 204 CMR 2.05 (2) Permitting an illegality on the licensed premises to wit:**

**-Violation of your entertainment License.**

**-Event on June 21, 2024**

Joe and Carol appeared for these items. They were heard together. Chairperson Angus said they were notified before the event that the event was a violation, but they did not care they held the event anyway. Joe said he could not cancel the event at such short notice and that he brought over an application for an amendment of the entertainment on Monday. Chairperson Angus asked if they applied for the license from the state athletic department. Joe said he had no clue until Jennifer called that he needed to apply for that. Joe said this was the first time they had done an event like this, and he did not know that he had to do all these additional things. Carol said the inspectors came over and showed her how to set everything up and she did not go over capacity.

Commissioner Driscoll said the responsibility is always on the owner of the License to make sure they have all the proper licenses. Commissioner Driscoll said he knows that they have listed on Coldwell Banker that they are for sale, and he wants to make sure they are not disregarding all the rules. Joe said that he is not trying to pull anything. He said he is still waiting for police approval for the entertainment amendment.

Attorney Fallon said from the License it looks like you do not have permission now to do a comedy show, so even if it was a comedy show it was still not permitted. Commissioner Koutoulas told them they should have it posted so you should know what is on the License. Attorney Fallon said the responsibility is on you to comply with your license. He said it is not Jennifer's duty to give you a warning, but she was kind enough to do that. Your comment was that you could not cancel. Basically, what you did, you were told that something was illegal, and you did something that you knew was illegal. Technically the city does not have to give you a warning.

Chairperson Angus asked if they have more events that are 18 and over. Carol said no that is the only one. Commissioner Koutoulas said she suggests 21 and up from now on. Chairperson Angus asked how many people the security team was. Joe said 3 people. Joe said they hired a security team, and they brought as many people as needed. He is a member, and he is tips certified.

Commissioner Koutoulas asked how many members they have. Joe said about 350.

Commissioner Koutoulas said private clubs that are not making enough money on their membership why they do not apply for a regular section 12 License. Joe said they are mandated by the lodge to be a private club. He said all Elks Lodges throughout the country must follow their rules and their bylaws. Joe said he is trying to do the right thing. He said he has been

working hard since January to do everything they have been asking. Commissioner Koutoulas said all you must do is make a simple phone call to check and ask can I do this event.

Commissioner Driscoll said, we know you follow the Grand Lodge rules, but you have a problem following some of our rules. He also said his biggest fear is that they have given up because they are for sale and are moving on to the next thing.

Chairperson Angus said for that event we had to get fire, police, and inspectional services out there. We had to use City resources to make sure you are following the rules. That is not how it should be.

Chairperson Angus said we want you to ask for permission and not forgiveness.

Joe said they submitted all the information to Rose with the ABCC they are waiting to hear back on the application for the new manager.

Commissioner Koutoulas said she wanted to make mention that 2016 was the last time they had a show cause hearing until this year.

There was some discussion about the show cause hearings that took place last year and what caused the baby shower melee. Commissioner Koutoulas said because people were not being watched and guests were signing people in, they did not know.

Commissioner Driscoll said he recommends closing for the upcoming weekend, including members, He said close Friday, Saturday and Sunday and reopen on Monday. He wants to make sure that the club and the membership understand this is a serious situation and they understand things need to change.

Commissioner Koutoulas said for the future it is considered a sporting event because people are physically engaging with each other. The wrestlers should have provided you with a license for the Massachusetts Athletic Commission.

Attorney Fallon said he is very concerned because the defense they did not know better was the same defense that was used at the baby shower melee event. It is very concerning because Jennifer was nice enough to tell you it was illegal, and you went for it anyways.

**Commissioner Driscoll made a motion for the Elks Club to be closed completely Friday July 12, 2024, Saturday July 13, 2024, and Sunday July 14, 2024, for everyone including members and no service of alcohol. They may reopen on Monday July 15, 2024. They will also be on probation for 6 months. This was seconded by Commissioner Driscoll. No public comment, vote unanimous, motion passed**

**15) COMMUNICATIONS**

No SCHEDULE

**16) PUBLIC PARTICIPATION**

No Schedule

**17. OTHER BUSINESS**

**18. ADJOURNMENT**





### LCDL-24-11

Alcohol - One-Day  
License

Status: Active

Submitted On: 7/15/2024

### Primary Location

70 WASHINGTON ST  
HAVERHILL, MA 01832

### Owner

City of Haverhill

### Applicant



Joseph LeBlanc



978-376-6741



homer2140@mac.com



18 Hawthorne Street  
Haverhill, MA 01835

## Applicant Information

Applicant Role in the Event\*

Sponsor Organization Officer

Birth Date\*



Is the Event Sponsored?\*

yes

## Event Sponsor Information

Sponsor Business/Organization Name\*

Team Haverhill

Sponsor Business/Organization Address\*

P.O. Box 5034

Sponsor Business/Organization City\*

Haverhill

Sponsor Business/Organization State\*

MA

Sponsor Business/Organization Zip\*

01835

Sponsor Business/Organization Phone\*

978-587-6008

Sponsor Financial Status\*

Civic Organization

Sponsor Main Contact\*

Joseph LeBlanc, River Ruckus chair

**Main Contact's Name\***

Joseph LeBlanc

**Main Contact's Social Security #\***



**Main Contact's Address\***

18 Hawthorne Street

**Main Contact's City\***

Haverhill

**Main Contact's State\***

MA

**Main Contact's Zip\***

01835

**Main Contact's Phone\***

9783766741

**Main Contact's Email\***

homer2140@mac.com

## Event Information

**Type of License Being Requested\***

Beer & Wine

**Event Date\***

09/21/2024

**Event Start Time\***

12 p.m.

**Event End Time\***

9 p.m.

**Event Location\***

Riverfront Parking lot and adjacent area

**Event Purpose\***

Free festival for city residents and visitors

**Will there Be Music or Entertainment?\***

Yes

**Will the Event be Catered?\***

No




Will Food be Provided in Another Way?\*

Yes

Expected Number of Adults Attending\*

5000

Expected Number of Children Attending\* 

250

Is an Entrance Fee/Donation Required?\*

No

Type of Attendees\*

Public

Will the Event Be on City Property?\* 

Yes

## Liquor Information

Name of Liquor Wholesaler\*

Seaboard Distributors

Name of Person Serving the Alcohol\* 

Butlers & Bars

Is This a Cash Bar?\*

Yes

## Agreement & Signature

Yes\*



## Office Use Only



 Expiration Date

—

 Receipts Submitted

—

## Attachments


	<b>TIPS Certification</b> TIPS Certificate Butlers Bars.jpg Uploaded by Joseph LeBlanc on Jul 15, 2024 at 11:29 AM	REQUIRED
	<b>Liquor Liability Insurance</b> Certificate of Insurance Butlers Bars.jpg Uploaded by Joseph LeBlanc on Jul 15, 2024 at 11:29 AM	REQUIRED

## History

Date	Activity
7/17/2024, 3:04:07 PM	approval step License Commission Approval was assigned to Jennifer Sanchez on Record LCDL-24-11
7/17/2024, 3:04:05 PM	Kevin Lynch approved approval step Police Department Approval on Record LCDL-24-11
7/16/2024, 8:46:11 AM	approval step Police Department Approval was assigned to Kevin Lynch on Record LCDL-24-11
7/16/2024, 8:46:10 AM	Jennifer Sanchez approved approval step Licensing Clerk Review on Record LCDL-24-11
7/15/2024, 11:32:00 AM	approval step Licensing Clerk Review was assigned to Jennifer Sanchez on Record LCDL-24-11
7/15/2024, 11:31:58 AM	completed payment step 1-Day License Fee Payment on Record LCDL-24-11
7/15/2024, 11:30:11 AM	Joseph LeBlanc submitted Record LCDL-24-11
5/23/2024, 11:57:54 AM	Joseph LeBlanc altered Record LCDL-24-11, changed ownerName from "" to "City of Haverhill"
5/23/2024, 11:57:02 AM	Joseph LeBlanc started a draft of Record LCDL-24-11



## Timeline

Label	Activated	Completed	Assignee	Due Date	Status
 1-Day License Fee Payment	7/15/2024, 11:30:12 AM	7/15/2024, 11:31:58 AM	Joseph LeBlanc	-	Completed
 Licensing Clerk Review	7/15/2024, 11:31:59 AM	7/16/2024, 8:46:10 AM	Jennifer Sanchez	-	Completed
 Police Department Approval	7/16/2024, 8:46:10 AM	7/17/2024, 3:04:05 PM	Kevin Lynch	-	Completed
 License Commission Approval	7/17/2024, 3:04:06 PM	-	Jennifer Sanchez	-	Active
 City Council Approval	-	-	-	-	Inactive
 Mayor Approval	-	-	-	-	Inactive
 License Commission Clerk Approval	-	-	-	-	Inactive
 1-Day Liquor License	-	-	-	-	Inactive
 Commission Clerk Reviews Receipts	-	-	-	-	Inactive

**This is your official TIPS certification card. Carry it with you as proof of your TIPS certification.**

**Congratulations!**

This card certifies that you have successfully completed the TIPS (Training for Intervention ProcedureS) program. We value your participation and dedication to the responsible sale, service, and consumption of alcohol.

By using the techniques you have learned, you will help to provide a safer environment for your patrons, peers, and colleagues and reduce the tragedies resulting from intoxication, underage drinking, and drunk driving.

If you have any information you think would enhance the TIPS program, or if we can assist you in any way, please contact us at 800-438-8477.



ID#: 5703957 Name: Deborah J Ingalls  
Exam Date: 4/28/2022 Expiration Date: 4/28/2025



TIPS On Premise 3.1

Issued: 4/28/2022  
ID#: 5703957

**CERTIFIED**

Expires: 4/28/2025

Deborah J Ingalls  
Butlers & Bars  
PO Box 2037  
Methuen, MA 01844-1099

For service visit us online at [www.gettips.com](http://www.gettips.com)







## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/12/2024

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

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

<b>PRODUCER</b> CoverWallet, Inc. One Liberty Plaza, Suite 3201 New York, NY 10006	<b>CONTACT NAME:</b> Jeff Chapin	<b>FAX (A/C, No):</b>	
	<b>PHONE (A/C, No, Ext):</b> (646) 844-9933	<b>E-MAIL ADDRESS:</b> customer.service@coverwallet.com	
<b>INSURED</b> DEBORAH J INGALLS DBA BUTLERS & BARS PO BOX 2037 Methuen, MA, 01844	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> United States Liability Insurance Company		25895
	<b>INSURER B:</b> Mount Vernon Fire Insurance Company		26522
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSD / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	GL 2012822B	06/15/2024	07/10/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	Liquor Liability		LQ 1004364B	06/15/2024	07/10/2025	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	Each Common Cause: \$1,000,000 Aggregate: \$1,000,000					

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

Certificate holder is included as additional insured with respect to the General Liability per the policy's terms and conditions.  
River Ruckus event on 9/21/24

**CERTIFICATE HOLDER**City of Haverhill  
4 Summer Street  
Haverhill, MA, 01830**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

Margaret M. Reff

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**118375**

**Entertainment License**

Status: Active

Submitted On: 6/25/2024

**Primary Location**

75 SOUTH MAIN ST  
Bradford, MA 01835

**Owner**

GDX Realty Trust, Robert  
Lapierre Trustee  
FERRY RD 49 HAVERHILL, MA  
01835

**Applicant**



Robert Lapierre



978-994-1263



rlapierre@ymail.com



49 Ferry Road  
Haverhill, MA 01835

Application for Entertainment License (between the hours of  
8:00am and 1:00pm)

**Name of Business (Individual, Corporation,  
Partnership of LLC, D/B/A name of Establishment)\***

Big Dawg's Eatery, LLC

**Location of Business\***

75 South Main Street

**Type of Application\***

New (first time applicant)

**Application Date**

Prior to December 26th each year

**Days & Hours of Operation**

**Monday Hours of Operation\***

9 to 11

**Tuesday Hours of Operation\***

9 to 11

**Wednesday Hours of Operation\***

9 to 11

**Thursday Hours of Operation\***

9 to 11

**Friday Hours of Operation\***

9 to 11

**Saturday Hours of Operation\***

9 to 11



Sunday Hours of Operation\*

9 to 9

Please mark (x) for any and all of the following for which you are applying: \*

Amplifiers

☒

Dancing (by patrons only)

☒

D.J

☒

Jukebox

☒

Karaoke

☒

Movies

☐

Music - Amplified ?

☒

Radio

☒

Sporting Event

☒

Television

☒

Comedy Show

☒

IF COMEDY - # of Comedians\*

3

Performance (includes live bands)

☒

IF PERFORMANCE - # of Instruments\*

3

Vocalist(s)

IF VOCALIST(S) - # of Vocalists\*



2

Other



Office Use Only

 Restrictions 

Attachments

History

Date

Activity

7/25/2024, 11:05:52  
AM

Jennifer Sanchez changed Saturday Hours of Operation from "11 to 11" to "9 to 11" on Record 118375

7/25/2024, 11:05:52  
AM

Jennifer Sanchez changed Friday Hours of Operation from "11 to 11" to "9 to 11" on Record 118375

7/25/2024, 11:05:51  
AM

Jennifer Sanchez changed Thursday Hours of Operation from "4 to 11" to "9 to 11" on Record 118375

7/25/2024, 11:05:51  
AM

Jennifer Sanchez changed Wednesday Hours of Operation from "4 to 11" to "9 to 11" on Record 118375

7/25/2024, 11:05:51  
AM

Jennifer Sanchez changed Tuesday Hours of Operation from "4 to 11" to "9 to 11" on Record 118375

7/25/2024, 11:05:51  
AM

Jennifer Sanchez changed Monday Hours of Operation from "4 to 11" to "9 to 11" on Record 118375

7/25/2024, 11:05:51  
AM

Jennifer Sanchez changed Sunday Hours of Operation from "9 to 8" to "9 to 9" on Record 118375



Date	Activity
7/25/2024, 9:04:06 AM	Jennifer Sanchez assigned approval step Local License Commission Approval to Jennifer Sanchez on Record 118375
7/25/2024, 9:03:57 AM	Jennifer Sanchez approved approval step City Clerk Approval on Record 118375
7/25/2024, 8:58:49 AM	Kaitlin Wright assigned approval step City Clerk Approval to Jennifer Sanchez on Record 118375
7/25/2024, 8:58:45 AM	altered payment step License Fee Payment, changed sequence from "1" to "0" on Record 118375
7/25/2024, 8:58:45 AM	Kaitlin Wright assigned approval step Entertainment Zoning Approval to Tom Bridgewater on Record 118375
7/24/2024, 3:51:23 PM	approval step City Clerk Approval was assigned to Kaitlin Wright on Record 118375
7/24/2024, 3:51:20 PM	Kevin Lynch approved approval step Police Department Approval on Record 118375
7/15/2024, 8:19:41 AM	approval step Police Department Approval was assigned to Kevin Lynch on Record 118375
7/15/2024, 8:19:40 AM	completed payment step License Fee Payment on Record 118375
6/25/2024, 9:27:28 AM	Robert Lapierre submitted Record 118375
6/25/2024, 9:17:40 AM	Robert Lapierre altered Record 118375, changed ownerName from "GDX REALTY TRUST LAPIERRE ROBERT J-TRUSTEE" to "GDX Realty Trust, Robert Lapierre Trustee"
6/25/2024, 9:17:40 AM	Robert Lapierre altered Record 118375, changed ownerPhoneNo from "" to "9789941263"
6/25/2024, 9:17:40 AM	Robert Lapierre altered Record 118375, changed ownerCity from "BRADFORD" to "HAVERHILL"
6/25/2024, 9:17:40 AM	Robert Lapierre altered Record 118375, changed ownerEmail from "" to "rlapierre@ymail.com"
6/25/2024, 9:16:26 AM	Robert Lapierre started a draft of Record 118375

## Timeline

Label	Activated	Completed	Assignee	Due Date	Status
 License Fee Payment	6/25/2024, 9:27:28 AM	7/15/2024, 8:19:40 AM	Robert Lapierre	-	Completed
 Police Department Approval	7/15/2024, 8:19:41 AM	7/24/2024, 3:51:20 PM	Kevin Lynch	-	Completed
 City Clerk Approval	7/24/2024, 3:51:22 PM	7/25/2024, 9:03:57 AM	Jennifer Sanchez	-	Completed
 Entertainment Zoning Approval	7/24/2024, 3:51:22 PM	-	Tom Bridgewater	-	Active
 Local License Commission Approval	-	-	Jennifer Sanchez	-	Inactive
 Entertainment License	-	-	-	-	Inactive





# Haverhill

City Clerk's Office, Room 118  
Phone: 978-374-2312, Fax: 978-373-8490  
cityclerk@cityofhaverhill.com

## ENTITY VOTE

The Board of Directors or LLC Managers of Big Dawg's Eatery LLC  
(Name of Corporation)

VOTED: To Authorize Robert J Lapierre, Manager  
(Name of Person)

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

VOTED: To appoint Robert J Lapierre  
(Name of 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.

A TRUE COPY ATTEST,

  
(Corporate Officer/LLC Manager Signature)

Robert J Lapierre, Manager  
(Print Name)

4 Summer Street Haverhill, MA 01830 www.ci.haverhill.ma.us





**119377**

Entertainment License

Status: Active

Submitted On: 7/26/2024

**Primary Location**

620 PRIMROSE ST Unit Unit 5  
Haverhill, MA 01830

**Owner**

David coffe and grill  
primrose 620 primrose st  
Lawrence, MA 01841

**Applicant**

 Ruben David Apellaniz  
 978-375-8469  
 bocajuniors4044@gmai.com  
 620 primrose st  
UNIT 5  
Haverhill, ma 01830

## Application for Entertainment License (between the hours of 8:00am and 1:00pm)

**Name of Business (Individual, Corporation, Partnership of LLC, D/B/A name of Establishment)\***

David's Coffee and Grill

**Location of Business\***

620 primrose st

**Type of Application\***

New (first time applicant)

**Application Date**

Prior to December 26th each year

## Days & Hours of Operation

**Monday Hours of Operation\***

6:00am to 3:00pm

**Tuesday Hours of Operation\***

6:00am to 3;00pm

**Wednesday Hours of Operation\***

6:00am to 3:00pm

**Thursday Hours of Operation\***

6:00am to 3:00pm

**Friday Hours of Operation\***

6:00am to 3:00pm

**Saturday Hours of Operation\***

6:00am to 3:00pm



Sunday Hours of Operation\*

6:00am to 3:00pm

Please mark (x) for any and all of the following for which you are applying: \*

Amplifiers

☐

Dancing (by patrons only)

☐

D.J

☐

Jukebox

☐

Karaoke

☐

Movies

☐

Music - Amplified 

☐

Radio

☒

Sporting Event

☐

Television

☒

Comedy Show

☐

Performance (includes live bands)

☐

Vocalist(s)

☐

Other

☐

## Office Use Only

 [Restrictions](#) 






## Attachments

## History

Date	Activity
7/26/2024, 3:15:19 PM	Jennifer Sanchez changed Name of Business (Individual, Corporation, Partnership of LLC, D/B/A name of Establishment) from "david coffe and grill" to "David's Coffee and Grill" on Record 119377
7/26/2024, 3:14:43 PM	Jennifer Sanchez assigned approval step Local License Commission Approval to Jennifer Sanchez on Record 119377
7/26/2024, 3:14:39 PM	Jennifer Sanchez approved approval step City Clerk Approval on Record 119377
7/26/2024, 12:43:34 PM	Kaitlin Wright assigned approval step City Clerk Approval to Jennifer Sanchez on Record 119377
7/26/2024, 12:43:27 PM	altered payment step License Fee Payment. changed sequence from "1" to "0" on Record 119377
7/26/2024, 12:43:27 PM	Kaitlin Wright assigned approval step Entertainment Zoning Approval to Tom Bridgewater on Record 119377
7/26/2024, 12:01:02 PM	approval step City Clerk Approval was assigned to Kaitlin Wright on Record 119377
7/26/2024, 11:59:59 AM	Kevin Lynch approved approval step Police Department Approval on Record 119377
7/26/2024, 11:31:22 AM	approval step Police Department Approval was assigned to Kevin Lynch on Record 119377
7/26/2024, 11:31:20 AM	completed payment step License Fee Payment on Record 119377
7/26/2024, 11:29:59 AM	Ruben David Apellaniz submitted Record 119377

Date	Activity
7/26/2024, 11:19:57 AM	Ruben David Apellaniz started a draft of Record 119377

## Timeline

Label	Activated	Completed	Assignee	Due Date	Status
 License Fee Payment	7/26/2024, 11:30:01 AM	7/26/2024, 11:31:20 AM	Ruben David Apellaniz	-	Completed
 Police Department Approval	7/26/2024, 11:31:22 AM	7/26/2024, 11:59:59 AM	Kevin Lynch	-	Completed
 City Clerk Approval	7/26/2024, 12:01:01 PM	7/26/2024, 3:14:39 PM	Jennifer Sanchez	-	Completed
 Entertainment Zoning Approval	7/26/2024, 12:01:01 PM	-	Tom Bridgewater	-	Active
 Local License Commission Approval	-	-	Jennifer Sanchez	-	Inactive
 Entertainment License	-	-	-	-	Inactive





## LCCV-24-46

Common Victualler  
License

Status: Active

Submitted On: 7/23/2024

## Primary Location

249 LINCOLN AVE  
Haverhill, MA 01830

## Owner

EVROTAS LLC  
PLUFF AVE 3 NORTH READING,  
MA 01864

## Applicant

 kawus safie  
 617-756-4124  
 kawusnajib@gmail.com  
 51 overlook ridge dr  
malDEN, Massachusetts 02148

## Applicant Information

Relationship to Business Owner\*

Manager

Application Date\*

Jan 1, 2024 to Dec 25, 2024

Type of Application

New

## Business Information

Business Name\*

PPT HOSPITALITY LLC DBA HAVERHILL  
HOUSE OF PIZZA AND SUBS

Establishment Name\*

HAVERHILL HOUSE OF PIZZA AND  
SUBS

Establishment Phone\*

9783736300

Type of Establishment\*

Restaurant

Establishment Mailing Address\* 

249 LINCOLN AVE HAVERHILL

Establishment Mailing Address City\*

249 LINCOLN AVE HAVERHILL

Establishment Mailing Address State\*

MA

Establishment Mailing Address Zip\*

01830

Manager Name\* 

KAWUS SAFIE

Manager Cellphone\*

6177564124

Manager Home Address\*

51 OVERLOOK RIDGE DR #7104  
MALDEN MA

Is Application New, Renewal or Transfer?\*

New

Business Legal Structure\*

Limited Liability Corporation (LLC)

## Property Information

Is this a Franchise?\*

No

Planned Opening Date\*

08/01/2024

Total Square Footage\*

1800

Number of Seats\*

16

Number of Entrances\*

1

Number of Exits\*

2

Do You Plan Outdoor Seating?\*

No

Do You Plan to Sell Alcohol?\*

No

## Days & Hours of Operation

Monday Hours of Operation\* ⓘ

10-9

Tuesday Hours of Operation\*

10-9

Wednesday Hours of Operation\*

10-9

Thursday Hours of Operation\*

10-9

Friday Hours of Operation\*

10-10

Saturday Hours of Operation\*

10-10

Sunday Hours of Operation\*

10-9

## Persons/Entities with Interest

Name

Patcharin Jeesom

Title/Position

owner

Stock/Ownership ⓘ

Name

kawus safie

Title/Position

manager

Stock/Ownership ⓘ



COMMONWEALTH OF MASSACHUSETTS



**CITY OF HAVERHILL  
ZONING  
VERIFICATION  
CERTIFICATE**



**2024**

CITY OF HAVERHILL  
BUILDING & INSPECTION DEPARTMENT  
4 SUMMER STREET- ROOM 214  
HAVERHILL, MA 01830

978-374-2325

**Certificate Number: ZVBC-24-143**

Owner: EVROTAS LLC  
Applicant: kawus safie  
At: 249 lincoln ave Haverhill MA 01830  
ISSUED ON: July 17, 2024

MBL: 408-2-5B

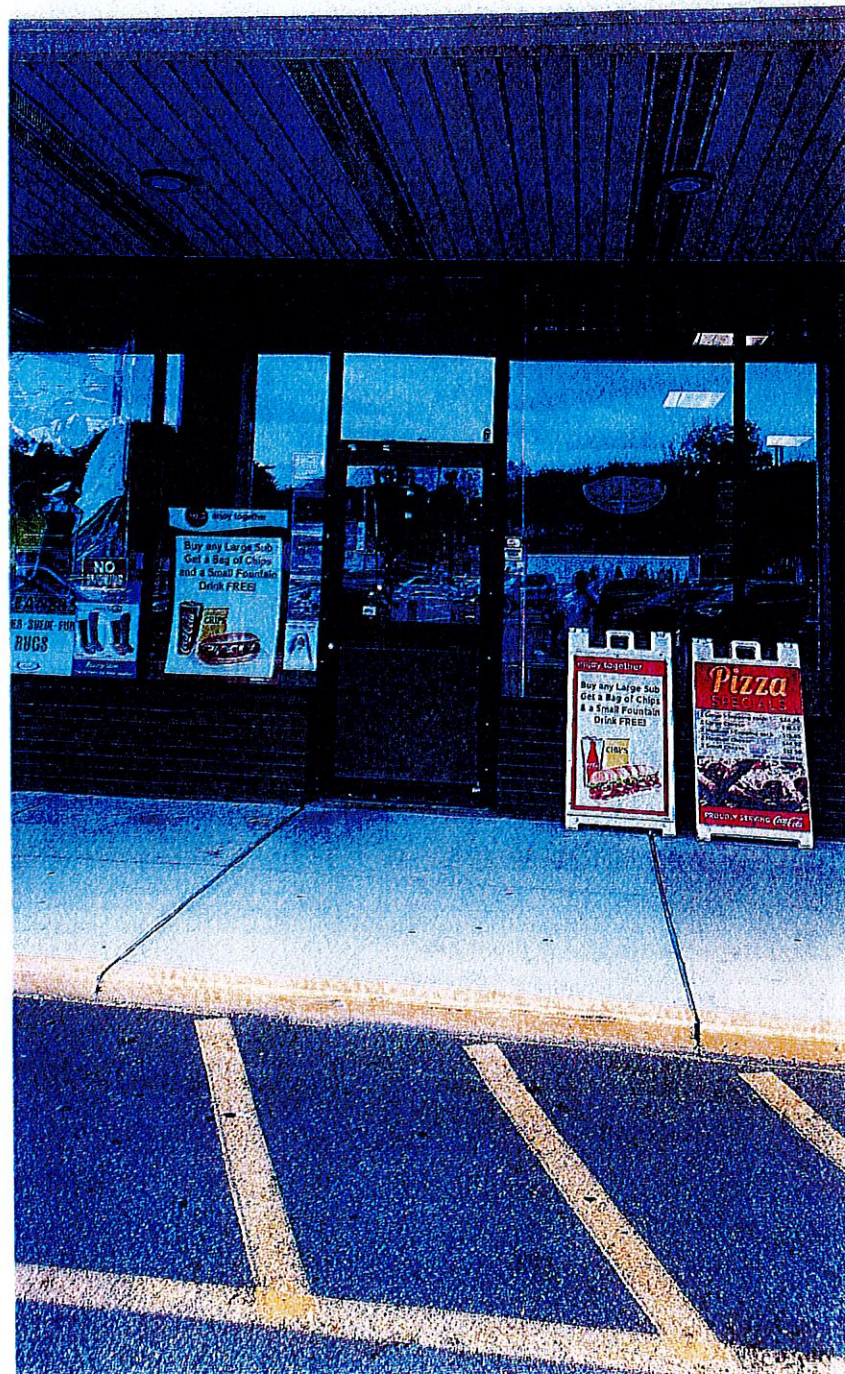
**THIS CERTIFICATE MAY BE REVOKED BY THE CITY OF HAVERHILL UPON VIOLATION OF ANY OF ITS  
RULES AND REGULATIONS.**

---

Thomas Bridgewater, Haverhill Chief Building Inspector

# HAVERHILL HOUSE

## of PIZZA & SUBS







63374

## Tenant Document Profile Sheet

<b><u>Required Profile Fields</u></b>			
Date Submitted:	11/19/2010		
Submitted By:	KRC\MDDeRuvo		
Document Title:	Lease Agreement		
Author (Business Person or Attorney):	DeRuvo, Michelle		
Document Execution Date:	11/19/2010		
Project ID:	SMAH9247/ (Unit #: 007 )		
Site ID:	9247		
Region:			
DocType - Tenants:	Lease Documents		
D/B/A:	Haverhill Pizza / LHAVEPI00		
Notes:			
<b><u>Imaging Instructions</u></b>			
Scan to NetDocuments:	Yes		
Notify Others:	Tina Delles, Timothy Collier		
<b><u>Lease Administration:</u></b>			
Deliver to Lease Admin for Abstracting:  No	LCD:	1 <sup>st</sup> Mo. Base Rent:	
	RCD:	Management Fee:	
		CAM Est:	
	ACH (Y/W/E): Y	RE Tax Ext:	
		Tax on Rent:	
		Security Deposit:	
	1 <sup>st</sup> Month's Rent	Total:	\$0.00



\* K I M C O \*



## LEASE

LEASE made as of February \_\_\_, 2006.

**LANDLORD:** Haverhill Plaza Associates Limited Partnership, a Massachusetts Limited Partnership, having a usual place of business at P.O. Box 353, Lynnfield, MA 01940.

**TENANT:** Michael Eleftheriou, 4 Hemlock Lane, Groveland, MA 01834 and Christos Eleftheriou, 17 Sawmill Road, Haverhill, MA 01832; DBA Haverhill House of Pizza, Inc.

1. **LEASED PREMISES:** The Landlord hereby leases to the Tenant the store premises (the "Leased Premises") containing approximately 1,600 square feet and located at RiversEdge Plaza, Lincoln Avenue, Haverhill, Massachusetts, (the "Shopping Center"), shown on Exhibit A, and as the same may from time to time be reduced by condemnation, or as the same may from time to time be increased by the addition of other lands and structures or other improvements. There is reserved to the Landlord the use of the exterior walls (other than store fronts), the roof and the right to install, maintain, use, repair and replace pipes, ducts, conduits, tunneling, utility lines, and wires leading through the Leased Premises in locations which will not materially interfere with the Tenant's use thereof and serving other parts of the Shopping Center which are presently or hereafter erected.

2. **TERM:** The term begins on February 1 2006, the "Commencement Date" and continues until January 31, next following the fifth anniversary of the Commencement Date, unless sooner terminated as hereinafter provided.

3. **CONSTRUCTION:** The Tenant has occupied the Leased Premises prior to the Commencement Date, is familiar with and has examined the Leased Premises and hereby accepts the Leased Premises in "as is" condition. Tenant shall not install any sign without the Landlord's prior written approval

4. **MINIMUM RENT:** From and after the Commencement Date (but subject to the rent credit described below), the Tenant agrees to pay rent to the Landlord on the first day of each month in the following amounts. Rent for any partial month shall be prorated and payable on the first day of the following month:

	<u>Annual</u>	<u>Monthly</u>
Years 1 – 3	\$ 26,400	\$ 2,200.00
Years 4 – 5	\$ 28,000	\$ 2,333.33

5. **INTENTIONALLY OMITTED.**

6. **REAL ESTATE TAXES:** In addition to the above rent, the Tenant shall pay, as additional rent, its proportionate share of the real estate taxes levied on the shopping Center. Tenant's proportionate share (for the purposes of Section 6, 9 and 15) shall be a fraction, the numerator of which is the number of leasable square feet in the Leased Premised, and the denominator of which is the total number of leasable square feet in the Shopping Center. Tenant's proportionate share shall be paid in monthly installments on the first day of every month in advance. The initial monthly installments are detailed in Section 9 hereinbelow and said installments may be adjusted yearly based upon the real estate tax bill for the previous year. The Landlord shall furnish the Tenant with a photostatic copy of the tax bill, together with an invoice setting forth the amount of Tenant's proportionate share for the period of time covered by such tax bill. If the monthly installments paid by Tenant shall be less than Tenant's proportionate share, Tenant shall pay the balance of its proportionate share within 30 days after receipt of such tax bill. If the Tenant shall have overpaid its proportionate share, Landlord shall either refund the amount of such overpayment with the copy of the tax bill and invoice or shall credit such overpayments to future tax payments of Tenant.



7. **USE:** The Tenant shall use the Leased Premises only as a pizza and sub shop serving hot and cold drinks and dessert in addition to pizza and so called submarine sandwiches including hamburger and cheeseburger submarine sandwiches for consumption on and off the premises, chips and other similar snack foods and for no business other than the above styled restaurant business whatsoever. Tenant shall not use the Leased Premises for the sale of items sold in health and beauty aids stores other than as an incidental part of the business conducted therein. Tenant shall keep open for business for the minimum hours of 10:00 a.m. until 9:00 p.m. on Monday through Saturday.

8. **USE OF COMMON AREAS:** The Tenant and its customers shall have the right, in common with others, to use the common areas subjects to such reasonable rules and regulations as the Landlord may impose. It is agreed that Landlord shall have the right to designate certain areas in the Shopping Center as employee parking areas and Tenant shall thereafter cause its employees to park in such employee parking areas.

9. **TENANT'S SHARE OF OPERATING COSTS OF COMMON AREAS:** Tenant will pay to Landlord as additional rent, Tenant's proportionate share of Shopping Center operating costs. Initially, Tenant shall make monthly payments toward such costs in the amount of \$600.00 (\$4.50 per year per square foot of leased space for operating costs of common areas and real estate taxes. The balance of such payment shall be due within 30 days after receipt of Landlord's invoice. The monthly payments may be adjusted based upon the payments due for the previous year. The term "Shopping Center operating costs" means the total cost and expense incurred in operating, equipping, repairing, replacing, protecting and maintaining the common facilities and common areas and liability and hazard insurance; personal property taxes; and 15% of the total of all the above costs and expenses to cover Landlord's administrative and management costs. "Common areas" means all areas, space, equipment, utility systems, utilities, improvements and services provided by Landlord for the common or joint use and benefit of the occupants of the Shopping Center, their employees, agents, servants, customers and other invitees. Any capital expenditures shall be depreciated or amortized over their useful life. No costs incurred for a single tenant shall be included in the above costs

10. **HEATING AND AIR CONDITIONING:** Tenant shall heat and air condition the Leased Premises at Tenant's own cost and expense and shall keep and maintain in good repair and replace, if necessary, the heating equipment and air conditioning equipment including all rooftop units and other roof top equipment and also including necessary duct work and shall keep in full force a Maintenance Contract for such equipment.

11. **UTILITIES:** Tenant shall make its own arrangements for water, sewer, gas, electric and telephone service respectively and for any other utilities used by it and shall promptly pay the public utility therefor. Landlord represents that all such utilities are available to the Leased Premises.

12. **TENANT'S REPAIRS AND ALTERATIONS:** Tenant shall keep and maintain the interior of the Leased Premises, including all plumbing and electrical and other components thereof, and all doors, windows and locks, both interior and exterior and the storefront, in good order and repair and shall make all changes or replacements to the Leased Premises required by any public authority. Tenant shall not make any exterior or structural alterations without obtaining the Landlord's prior written consent. Tenant shall also keep the sidewalks in front of the Leased Premises free of ice, snow and trash.

13. **INDEMNIFICATION AND LIABILITY INSURANCE:** Tenant shall save the Landlord harmless and indemnified from all injury, loss, claims or damage to any person or property while on the Leased Premises (unless caused by the omission, neglect or default of the Landlord) and shall save the Landlord harmless and indemnified from all injury, loss, claim or damage to any person or property anywhere in the Shopping Center occasioned by an omission, neglect or default of the Tenant. Tenant shall maintain public liability and property damage insurance covering the Leased Premises and the Shopping Center insuring the Landlord as well as the Tenant with limits at least equal to \$1,000,000.00 (single limit) as provided in comprehensive general liability forms with contractual liability endorsement attached



insuring against injury to persons and damage to property to the extent provided in this Section 13. Tenant shall also maintain workmen's compensation insurance covering all of Tenant's employees working in the Leased Premises, and shall deliver certificates for such insurance to Landlord

**14. YIELD UP:** At the termination of this Lease, Tenant shall remove such of the Tenant's goods and effects as are not permanently affixed to the Leased Premises and such of the alterations and additions made by Tenant as the Landlord may request and shall repair any damage caused by such removal, remove its signs and peaceably to yield up the Leased Premises in broom clean condition. Any property not removed by the Tenant within 10 days after the termination of the Lease (whether by time or otherwise) shall be deemed abandoned and the Landlord shall have the right to remove the same at the Tenant's expense, to sell it or give it away or to use it for its own use.

**15. FIRE AND OTHER CASUALTY:** If the Leased Premises are untenable because of a fire or other casualty, the Landlord shall repair or rebuild the Leased Premises (not including the Tenant's fixtures, furniture, furnishings, floor coverings and equipment) to substantially the condition they were in immediately prior to such damage or destruction. Tenant shall forthwith thereafter repair or replace such of its fixtures, furniture, furnishings, floor coverings and equipment as may have been damaged or destroyed. The Minimum Rent shall be abated or reduced proportionately during any period in which there is a substantial interference with the operation of the business of Tenant until the earlier of completion of the repairs or rebuilding to be made by the Landlord or the reopening for business by Tenant. In case the building in which the Leased Premises are situated is destroyed so as to render more than 25% thereof untenable, the Landlord, may, at its election, by notice in writing to Tenant within 60 days after such destruction or damage, terminate this Lease. Tenant shall pay to Landlord its proportionate share of any premiums for insurance for fire and extended coverage.

**16. REPAIRS BY LANDLORD:** The Landlord shall keep the foundations and roof of the Leased Premises, the structure of the floors and walls thereof (excluding finish, coverings and all glass) and the water, plumbing, electric and sewerage systems in the Shopping Center outside of the Leased Premises and any pipes, ducts, conduits and wires leading through the Leased Premises and serving other parts of the Center in good order, repair and condition, exclusive of any work required primarily because of damage caused by the Tenant or its employees, agents, invitees, licensees or contractors, in which case, such work shall be the Tenant's responsibility. The Landlord shall not be required to commence any such repair until 10 days after written notice from Tenant that the same is necessary.

**17. TENANT'S DEFAULTS:** If any default by the Tenant continues after notice, for more than 30 days, except for payment of Minimum Rent, additional rent or other payments, in which case, said period of notice shall be 10 days; or if Tenant makes any assignment for the benefit of creditors, commits any act of bankruptcy or files a petition under any bankruptcy or insolvency laws; or if such a petition is filed against Tenant, or a receiver is appointed for all or part of Tenant's assets, the Landlord may make entry and repossess the Leased Premises as of the Landlord's former estate and expel the Tenant and those claiming through or under it without being deemed guilty of any manner of trespass and, without prejudice to any other remedies, and thereupon this Lease shall terminate. Upon such termination, the Landlord may remove all of Tenant's property from the Leased Premises and dispose of the same. Tenant shall indemnify the Landlord during the remaining period before this Lease would otherwise expire against all loss or damage, if any, for each lease month to be paid at the end thereof.

Tenant shall also pay and indemnify Landlord for all expenses incurred in terminating the Lease, obtaining possession of the Leased Premises and in reletting the Leased Premises, including, but not limited to, repairs, remodeling expenses and brokerage and attorney fees.

Tenant shall pay on demand the Landlord's expenses, including reasonable attorney's fees, incurred in enforcing any obligation of Tenant under this Lease.



**18. RIGHT TO CURE DEFAULTS:** The Landlord may, but shall not be obligated to cure, at any time without notice, any default by Tenant under this Lease; and whenever the Landlord so elects, all costs and expenses incurred by the Landlord including reasonable attorney's fees, in curing a default shall be paid by Tenant to the Landlord on demand.

**19. ASSIGNMENT AND SUBLETTING:** Tenant shall not assign, sublet, mortgage or otherwise encumber or dispose of this Lease or any interest therein without obtaining Landlord's prior written consent.

**20. NOTICE:** Any notice from the Landlord to the Tenant or from the Tenant to the Landlord shall be deemed duly served, effective upon receipt or refusal, only if mailed by registered or certified mail or by private nationally recognized courier service (such as Federal Express or UPS) addressed to such party at the address above written or as changed by such party by written notice in accordance with this Section, and if given to Landlord, a copy thereof is sent at the same time to Cornelia Adams, Goldman & Curtis, P.C., 144 Merrimack Street, Lowell, MA 01852.

**21. SUBORDINATION:** Tenant hereby covenants and agrees that the within Lease is and/or shall be subject to and subordinate to any mortgage which may now or hereafter affect the real property of which the Leased Premises form a part and shall execute and deliver within 20 days after request of Landlord or Landlord's proposed mortgage a written agreement, in form satisfactory to Landlord and its proposed mortgagee, evidencing such subordination.

This Lease and the Tenant's rights hereunder shall be automatically subject and subordinate to any further easements with respect to the common areas hereafter granted by Landlord in connection with any property adjoining the Shopping Center, provided such easements shall not unreasonably interfere with the use of the leased Premises.

**22. ESTOPPEL CERTIFICATES:** The Tenant shall, without charge, at any time and from time to time hereunder, within 20 days after written request of the Landlord, certify by a written instrument duly executed and acknowledged to any mortgagee or purchase, or proposed mortgagee or proposed purchaser, proposed Lender or any other person, firm or corporation specified in such request: (a) as to whether this Lease has been supplemented or amended and, if so, the substance and manner of such supplement or amendment; (b) as to the validity and force and effect of this Lease, in accordance with its tenor as then constituted; (c) as to the existence of any default hereunder; (d) as to the existence of any offsets, counterclaims or defenses thereto on the part of the other; (e) as to the commencement and expiration dates of the term; and (f) as to any other matters as may reasonably be so requested. Any such certificate may be relied upon by the Landlord and any other person, firm or corporation to whom the same may be exhibited or delivered; and the contents of such certificate shall be binding on the Tenant.

**23. HOLDING OVER:** In the event that the Tenant remains in possession of the Leased Premises after the expiration of this Lease, Tenant shall be deemed to be occupying said premises as Tenant from month to month, subject to all the conditions, provisions and obligations of this Lease insofar as the same are applicable to a month to month tenancy but such occupancy shall be at a monthly Minimum Rent in the amount of 150% of the last month's Minimum Rent payable under this Lease.

**24. WAIVER OF SUBROGATION:** All insurance which is carried by either party with respect to the Leased Premises, whether or not required, shall include provisions which either designate Landlord as one of the insured or deny to the insurer acquisition by subrogation of rights of recovery against the Party not carrying such insurance to the extent such rights have been waived by the insured party prior to occurrence of loss or injury. Each party hereby waives all rights of recovery against the other for loss or injury against which the waiving party is protected by insurance containing such provisions, reserving, however, any rights with respect to any excess of loss or injury over the amount recovered by such insurance.



**25. DEFINITION OF LANDLORD:** The term "Landlord", as used in this Lease, means only the owner or the mortgagee in possession for the time being of the building in which the Leased Premises are located. In the event of any sale of said Leased Premises or the Shopping Center, Landlord shall be entirely freed of all obligations of Landlord hereunder, and such purchaser, successor or assign of Landlord shall be deemed to have assumed all obligations of Landlord. The provisions of the preceding sentence shall be applicable to any and all successor landlords.

If Landlord or any successor in interest of Landlord shall be a mortgagee, or an individual, joint venture, tenancy in common, firm or partnership, general or limited, there shall be absolutely no personal liability on the part of such mortgagee or such individual or on the part of the members of a firm, partnership or joint venture and Tenant shall look solely to the equity of Landlord or such successor in interest in the Shopping Center for the satisfaction of each and every remedy of the Tenant in the event of any breach by Landlord or by such successor in interest.

**26. SIZE OF LEASED PREMISES:** With regard to the Minimum Rent payable during the original term and the option periods, and with regard to Tenant's proportionate share for taxes, Shopping Center operating costs and other matters, the amounts set forth in this Lease are predicated upon the square footage figures for the Leased Premises. After delivery of possession of the Leased Premises, either party shall have the right to make an exact measurement of the Leased Premises and if the measurement shall indicate square footage figures inconsistent with those recited in this Lease, the parties shall promptly execute a supplemental agreement adjusting the rental figures and Tenant's proportionate share to reflect the accurate figures. In determination of such square footage figures, the same shall be computed on the basis of the exterior of exterior walls and the center of interior or dividing walls.

**27. INTENTIONALLY OMITTED.**

**28. BROKERAGE:** Tenant warrants that it has had no dealings with any broker or agent in connection with this Lease and covenants to pay, hold harmless and indemnify the Landlord from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any broker or agent with respect to this Lease or the negotiation thereof.

**29. RELOCATION:** Upon not less than 90 days written notice to Tenant, Landlord may substitute for the Leased Premises other premises in the Shopping Center (the "New Premises") in which event the New Premises shall be deemed to be the Leased Premises for all purposes hereunder, provided: (a) the New Premises shall be similar in area and in appropriateness for the Tenant's business; (b) Landlord shall reimburse the Tenant for all reasonable out-of-pocket expenses directly resulting from such relocation, including reasonable moving expenses, but in no event shall Landlord be responsible for any interruption in Tenant's business caused by such relocation; (c) and within 30 days after Landlord's request, Tenant shall execute an amendment to this Lease documenting the substitution of the New Premises as the Leased Premises under this Lease.

**30. INTENTIONALLY OMITTED.**


**31. EXCLUSIVITY RIGHTS:** The Landlord is restricted from renting or leasing space in the inline section of the Shopping Center (meaning that area of the Shopping Center shown on Exhibit A as Bays 2-17 and cross-hatched and excluding any other areas in the Shopping Center, whether owned by Landlord or by others) to a new tenant for the purpose of a pizza shop, meaning a restaurant which specializes in the sale of pizza for both on and off premises consumption having more than 50% of its gross sales derive from the sale of pizza. This restriction shall not restrict the Landlord from leasing premises to a restaurant which sells pizza only on an incidental basis. Further, Landlord shall not consent to the subletting or assignment by any existing tenant in the inline section of the Shopping Center to a subtenant or assignee for the purpose of a pizza shop unless such consent is required under the provisions of the lease with such existing tenant. Landlord shall not be liable for any assignment or subletting for any purpose by any tenant if Landlord does not have the right to restrict the existing tenant from assigning or subletting for such purpose.



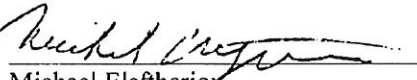
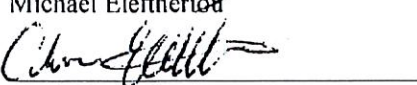
**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals as of the day and year first above written.

**LANDLORD:**  
HAVERHILL PLAZA ASSOCIATES  
LIMITED PARTNERSHIP

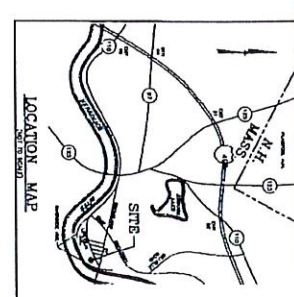
By

  
Irwin J. Barkan  
Its General Partner

**TENANT:**  
Michael Eleftheriou and Christos Eleftheriou  
DBA Haverhill House of Pizza, Inc.

  
Michael Eleftheriou  
  
Christos Eleftheriou

LC 26923-A



DATE \_\_\_\_\_

1) I CHERISH THAT THIS SURVEY PLOD SHOWS THE PROBLEM IS CONTINUED THAT ARE THE LINES OF EXISTING OWNERSHIP AND THAT THE

21. I CERTIFY THAT THIS SURVEY AND PLAN CONFORMS TO THE ETHICAL, PROFESSIONAL AND TECHNICAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN THE COMMONWEALTH OF MASSACHUSETTS.

\*) WARD COURT PMN 26022 A FILED WITH CERTIFICAT 1/27/86

- 2) LUND COUNT PLUM 26922-A FIELD WITH CERTIFICATE #27220.  
3) LUND COUNT PLUM 26922-B FIELD WITH CERTIFICATE #32210.  
4) LUND COUNT PLUM 26922-C FIELD WITH CERTIFICATE #32218.  
5) LUND COUNT PLUM 26922-D FIELD WITH CERTIFICATE #34350.  
6) LUND COUNT PLUM 26922-A FIELD WITH CERTIFICATE #27000.

		Sales, (405) 943-9732 Fax, (405) 943-9732 E-mail: <a href="mailto:info@hwy.com">info@hwy.com</a> Website: <a href="http://www.hwy.com">www.hwy.com</a>	
Highway Consulting, Inc. 10000 N. Lincoln Blvd., Suite 100 Oklahoma City, OK 73158		Engineering • Planning • Construction	
DATE	APRIL 17, 2003	ORDER NO.	100000000
SCALE	1"=60'	SHEET NO.	2
PROJECT NO.	100000000	DATE	APRIL 17, 2003
CHECKED BY:		BY:	
DATE		DATE	
REVISIONS		REVISIONS	



# Haverhill

City Clerk's Office, Room 118  
Phone: 978-374-2312 Fax: 978-373-8490  
cityclerk@cityofhaverhill.com

## ENTITY VOTE

The Board of Directors or LLC Managers of Patcharin Teesom  
(Name of Corporation)

VOTED: To Authorize Patcharin Teesom  
(Name of Person)

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

VOTED: To appoint Kaew Salie  
(Name of 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.

A TRUE COPY ATTEST,

*BR*  
(Corporate Officer/ LLC Manager Signature)

Patcharin Teesom  
(Print Name)





## LCCV-24-45

### Common Victualler License

Status: Active

Submitted On: 6/25/2024

### Primary Location

75 SOUTH MAIN ST  
Bradford, MA 01835

### Owner

GDX REALTY TRUST LAPIERRE  
ROBERT J-TRUSTEE  
FERRY RD 49 BRADFORD, MA  
01835

### Applicant

 Robert Lapierre  
 978-994-1263  
 rlapierre@ymail.com  
 49 Ferry Road  
Haverhill, MA 01835

## Applicant Information

Relationship to Business Owner\*

Manager

Application Date\*

Jan 1, 2024 to Dec 25, 2024

Type of Application

New

## Business Information

Business Name\*

Big Dawg's Eatery, LLC

Establishment Name\*

Big Dawg's Eatery

Establishment Phone\*

9782443294

Type of Establishment\*

Restaurant

Establishment Mailing Address\* 

49 Ferry Road Haverhill, MA 01835

Establishment Mailing Address City\*

75 South Main Street Haverhill, MA  
01835

Establishment Mailing Address State\*

49 Ferry Road Haverhill, MA 01835

Establishment Mailing Address Zip\*

01835

Manager Name\* 

Robert J Lapierre

Manager Cellphone\*

978-994-1263

Manager Home Address\*

49 Ferry Road

Is Application New, Renewal or Transfer?\*

New

Business Legal Structure\*

Limited Liability Corporation (LLC)

## Property Information

Is this a Franchise?\*

No

Planned Opening Date\*

08/13/2024

Total Square Footage\*

2800

Number of Seats\*

80

Number of Entrances\*

1

Number of Exits\*

3

Do You Plan Outdoor Seating?\*

Undecided

Do You Plan to Sell Alcohol?\*

Yes

## Days & Hours of Operation

Monday Hours of Operation\* ⓘ

9-11

Tuesday Hours of Operation\*

9-11

Wednesday Hours of Operation\*

9-11

Thursday Hours of Operation\*

9-11

Friday Hours of Operation\*

9-11

Saturday Hours of Operation\*

9-11

Sunday Hours of Operation\*

9-9

## Persons/Entities with Interest

Name

Robert J Lapierre

Title/Position

Manager

Stock/Ownership ⓘ

100

## Agreement & Signature

Yes





For Inspector Use Only

 Basement Use Group

 Basement Allowable Load

—

 Floor 1 Use Group

 Floor 1 Allowable Load

—

 Floor 2 Use Group

 Floor 2 Allowable Load

—

 Floor 3 Use Group

 Floor 3 Allowable Load

—

 Floor 4 Use Group

 Floor 4 Allowable Load

—

 Other Use Group

 Other Allowable Load

—

 Inspection Date

—

Attachments



**Business Certificate**  
MA Corporations Search Entity Summary.pdf  
Uploaded by Robert Lapierre on Jun 25, 2024 at 10:00 AM

REQUIRED



## Occupancy Certificate

REQUIRED

Doc.docx







Uploaded by Robert Lapierre on Jun 25, 2024 at 9:57 AM

### History

Date	Activity
7/25/2024, 10:11:26 AM	Jennifer Sanchez changed Saturday Hours of Operation from "11-11" to "9-11" on Record LCCV-24-45
7/25/2024, 10:11:26 AM	Jennifer Sanchez changed Friday Hours of Operation from "11-11" to "9-11" on Record LCCV-24-45
7/25/2024, 10:11:26 AM	Jennifer Sanchez changed Thursday Hours of Operation from "4-11" to "9-11" on Record LCCV-24-45
7/25/2024, 10:11:26 AM	Jennifer Sanchez changed Wednesday Hours of Operation from "4-11" to "9-11" on Record LCCV-24-45
7/25/2024, 10:11:26 AM	Jennifer Sanchez changed Tuesday Hours of Operation from "4-11" to "9-11" on Record LCCV-24-45
7/25/2024, 10:11:26 AM	Jennifer Sanchez changed Monday Hours of Operation from "4-11" to "9-11" on Record LCCV-24-45
7/25/2024, 10:11:26 AM	Jennifer Sanchez changed Sunday Hours of Operation from "9-8" to "9-9" on Record LCCV-24-45
7/17/2024, 2:18:29 PM	Kaitlin Wright assigned approval step License Commission Approval to Jennifer Sanchez on Record LCCV-24-45
7/15/2024, 12:47:56 PM	approval step License Commission Approval was assigned to Kaitlin Wright on Record LCCV-24-45
7/15/2024, 12:47:55 PM	Yenise Rozon approved approval step Tax Check on Record LCCV-24-45
7/15/2024, 12:47:52 PM	Yenise Rozon assigned approval step Tax Check to Yenise Rozon on Record LCCV-24-45
7/15/2024, 12:47:50 PM	Yenise Rozon approved approval step Tax Check on Record LCCV-24-45
7/15/2024, 10:30:47 AM	Elizabeth Remmes approved approval step Water Bill Payment Check on Record LCCV-24-45
7/15/2024, 8:19:02 AM	Jennifer Sanchez approved approval step City Clerk Approval on Record LCCV-24-45
7/15/2024, 8:19:00 AM	Jennifer Sanchez assigned approval step City Clerk Approval to Jennifer Sanchez on Record LCCV-24-45

Date	Activity
7/15/2024, 8:18:57 AM	approval step Water Bill Payment Check was assigned to Elizabeth Remmes on Record LCCV-24-45
7/15/2024, 8:18:57 AM	approval step Tax Check was assigned to Jasmin Ortega on Record LCCV-24-45
7/15/2024, 8:18:57 AM	approval step Tax Check was assigned to Yenise Rozon on Record LCCV-24-45
7/15/2024, 8:18:57 AM	approval step City Clerk Approval was assigned to Kaitlin Wright on Record LCCV-24-45
7/15/2024, 8:18:57 AM	completed payment step License Comm Application fee on Record LCCV-24-45
6/25/2024, 10:01:20 AM	Robert Lapierre submitted Record LCCV-24-45
6/25/2024, 9:30:07 AM	Robert Lapierre altered Record LCCV-24-45, changed ownerEmail from "" to "rlapierre@ymail.com"
6/25/2024, 9:30:07 AM	Robert Lapierre altered Record LCCV-24-45, changed ownerPhoneNo from "" to "978-994-1263"
6/25/2024, 9:28:57 AM	Robert Lapierre started a draft of Record LCCV-24-45

## Timeline

Label	Activated	Completed	Assignee	Due Date	Status
 License Comm Application fee	6/25/2024, 10:01:22 AM	7/15/2024, 8:18:57 AM	Robert Lapierre	-	Completed
 City Clerk Approval	7/15/2024, 8:18:57 AM	7/15/2024, 8:19:02 AM	Jennifer Sanchez	-	Completed
 Tax Check	7/15/2024, 8:18:57 AM	7/15/2024, 12:47:50 PM	Yenise Rozon	-	Completed
 Tax Check	7/15/2024, 8:18:57 AM	7/15/2024, 12:47:55 PM	Yenise Rozon	-	Completed
 Water Bill Payment Check	7/15/2024, 8:18:57 AM	7/15/2024, 10:30:47 AM	Elizabeth Remmes	-	Completed
 License Commission Approval	7/15/2024, 12:47:55 PM	-	Jennifer Sanchez	-	Active



Label	Activated	Completed	Assignee	Due Date	Status
 Common Virtualizer License Issued	-	-	-	-	Inactive

**Secretary of the Commonwealth of Massachusetts**  
William Francis Galvin

## Business Entity Summary

ID Number: 001810364

[Request certificate](#)

[New search](#)

Summary for: **BIG DAWG'S EATERY, LLC**

The exact name of the Domestic Limited Liability Company (LLC): **BIG DAWG'S EATERY, LLC**

Entity type: **Domestic Limited Liability Company (LLC)**

Identification Number: **001810364**

Date of Organization in Massachusetts: **06-15-2024**

Date of Revival:

Last date certain:

The location or address where the records are maintained (A PO box is not a valid location or address):

Address: **75 SOUTH MAIN STREET**

City or town, State, Zip code, Country: **HAVERHILL, MA 01835 USA**

The name and address of the Resident Agent:

Name: **ROBERT LAPIERRE**

Address: **49 FERRY ROAD**

City or town, State, Zip code, Country: **HAVERHILL, MA 01835 USA**

The name and business address of each Manager:

MANAGER

**ROBERT JOSEPH LAPIERRE**

**75 SOUTH MAIN STREET HAVERHILL, MA 01835 USA  
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:

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:

[Consent](#)

[Confidential Data](#)

[Merger Allowed](#)

[Manufacturing](#)

View filings for this business entity:

ALL FILINGS

Annual Report

Annual Report - Professional

Articles of Entity Conversion

Certificate of Amendment

[View filings](#)

Comments or notes associated with this business entity:

[New search](#)

### LEASE AGREEMENT

LEASE AGREEMENT made this First day of June 14, 2024, by and between:

LANDLORD: GDX Realty Trust of 49 Ferry Road, Haverhill, Massachusetts 01835  
(hereinafter referred to as "LANDLORD") and

TENANT: Big Dawg's Eatery, LLC Robert J. Lapierre of 75 South Main Street  
Haverhill, MA 01835 (hereinafter referred to as "TENANT")

WITNESSETH

IN CONSIDERATION OF One Dollar (\$1.00), receipt of which is hereby acknowledged, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### DATA SHEET

- A. PREMISES OR LEASED PREMISES: That Premises (containing approximately Two Thousand Eight Hundred Ninety (2890) square feet, more or less) located at 75 South Main Street, Haverhill, Massachusetts, (hereinafter referred to as "PREMISES"). The TENANT acknowledges that (i) it has inspected and accepts the Premises in AS IS condition, (ii) the building(s) and improvements comprising the same are suitable for the purposes for which the Premises are leased, (iii) the Premises are in good and satisfactory condition and (iv) no representations as to the repair of the Premises, nor promises to alter, remodel or improve the Premises have been made by the LANDLORD except that LANDLORD shall fix broken water pipes at the Premises as in LANDLORD's discretion are in need of repair and this Lease is subject to the same being completed prior to the start of the Lease. LANDLORD shall notify TENANT when said repairs have been completed and the Lease shall start one week from said notice to TENANT that the repairs have been completed.
- B. TERM: 5 Years. Start Date: August 1, 2024, ending on July 31, 2029
- C. PERMITTED USE: TENANT shall use the Leased Premises solely for the purpose of operating a restaurant. Any other use must have written consent of the landlord.
- D. TENANT NAME: TENANT shall operate and do business in the Leased Premises and all signs and advertising shall be under the trade name Big Dawg's Eatery, LLC doing business as Big Dawg's Eatery.
- E. TOTAL ANNUAL RENT: "Additional Rent" means all rentals, charges and other sums of money required to be paid by TENANT under this Lease (all such rentals, charges and sums other than Minimum Annual Rental shall be referred to as "Additional Rent" in this Lease).



YEAR 1 – August 1, 2024 – July 31, 2025 - \$36,000.00 to be paid in twelve (12) equal monthly installments of \$3,000.00, in advance, on the 1st calendar day of each month. TENANT shall be responsible in Year 1 and all subsequent years including any option years for payment of Tenant's proportionate share in the amount of 100% of any real estate taxes for the premises as described in Article 7 as well as any other operating costs such as, but not limited to plowing, insurance and maintenance on the building.

YEAR 2 – August 1, 2025 – July 31, 2026 - \$36,000.00 to be paid in twelve (12) equal monthly installments of \$1,900.00, in advance, on the 1st calendar day of each month.

YEAR 3 – August 1, 2026 – July 31, 2027 - \$36,000.00 to be paid in twelve (12) equal monthly installments of \$1,900.00, in advance, on the 1st calendar day of each month.

YEAR 4 – August 1, 2027 – July 31, 2028 - \$36,000.00 - \$22,800.00 to be paid in twelve (12) equal monthly installments of \$1,900.00, in advance, on the 1st calendar day of each month.

YEAR 5 – August 1, 2028 – July 31, 2029 - \$36,000.00 to be paid in twelve (12) equal monthly installments of \$1,900.00, in advance, on the 1st calendar day of each month.

F.     FIRST MONTHS RENT:         \$3,000.00 to be paid on or before 8/1/2024  
       SECURITY DEPOSIT:         \$0.00 to be paid prior to occupancy.  
       LAST MONTH RENT:         \$3,000.00 to be paid prior to occupancy.

Any reference in this Lease to any of the data contained in this Data Sheet shall be construed to incorporate the data stated under that title.

The Exhibits listed below are incorporated in this Lease by this reference and are too construed as part of this Lease;

(1)     Exhibit A – Rules and Regulations

#### ARTICLE 1 PREMISES

LANDLORD hereby leases to TENANT, and TENANT hereby leases from LANDLORD, subject to and with the benefit of the terms, covenants, conditions and provisions of this Lease, the Leased premises located at 75 South Main Street, Haverhill, MA, containing approximately 2890 sq. ft. more or less, together with the appurtenances specifically granted in this Lease, but reserving and excepting to LANDLORD the use of the exterior walls (other than store fronts), the roof and the right to install, maintain, use, repair and replace pipes, ducts, conduits, wires and appurtenant fixtures leading through the Leased Premises in locations which will not materially interfere with TENANT'S use thereof. The Leased Premises are located in the building known and numbered as 75 South Main Street, Haverhill, MA.

The use and occupation by TENANT of the Leased Premises shall include the use of the parking areas owned by LANDLORD, subject, however, to the terms and conditions of this Agreement and to reasonable rules and regulations for the use thereof as prescribed from time to time by LANDLORD in LANDLORD'S sole discretion. LANDLORD may at any time designate specific parking spots for specific Tenants in the property that may not be the TENANT named herein. TENANT shall abide by any such rules and regulations as decided and directed by LANDLORD.

#### ARTICLE 2 – COVENANT OF QUIET ENJOYMENT

LANDLORD hereby warrants that it and no other person or corporation has the right to lease the Leased Premises hereby demised. So long as TENANT shall perform each and every covenant to be performed by TENANT hereunder, TENANT shall have peaceful and quiet possession of the Leased Premises without hindrance on the part of LANDLORD, or anyone under LANDLORD'S control.

#### ARTICLE 3 – TERM

A. LENGTH OF TERM: The term of this Lease shall be for five (5) years as hereinafter provided and as disclosed herein.

By taking occupancy of the Leased Premises, TENANT shall be deemed to have accepted the Leased Premises, to have acknowledged that the same are in the condition called for hereunder and to have agreed that as of that time, all of the obligations of the LANDLORD imposed under this Lease shall have been performed in accordance with this Lease.

#### ARTICLE 4 – USE OF PREMISES

TENANT shall occupy the Leased Premises upon the commencement of the term, and thereafter will continuously conduct in all of the Leased Premises only the business expressly set forth in the Data Sheet. The premises shall not be used as anything other than that set forth herein, unless approval is specifically granted by LANDLORD. The failure to so operate continuously shall constitute a default hereunder. TENANT shall at all times conduct its business in a reputable manner as a quality restaurant establishment and shall not conduct any fire, bankruptcy, going out of business or auction sales, either real or fictitious. TENANT shall at all times operate the Leased Premises in accordance with law and will not conduct its business within the Leased Premises contrary to any law, statute, regulation or ordinance. The Leased Premises shall not be used in such manner that in accordance with any requirement of law or of any public authority, LANDLORD shall be obliged on account of the purpose or manner of said use to make any addition or alteration to or in the building.

All articles and the arrangement, style, color and general appearance thereof, in the interior of the Leased Premises which shall be visible from the exterior thereof, including without limitation, window displays, advertising matter, signs, merchandise and store fixtures,



shall be maintained in an attractive manner. All displays, fixtures, furnishings and décor shall at all times be maintained in a clean and attractive manner.

#### ARTICLE 5 – RENT

TENANT covenants and agrees to pay to LANDLORD at the address set out in the heading of this Lease, which is 49 Ferry Road, Haverhill MA 01835, or at such other place as LANDLORD may designate in writing to TENANT, rental at the rates and times set forth below.

A. RENT: Rent shall be paid annually at the rates set out in the Data Sheet in ~~twelve (12) equal installments in advance on the first day of each calendar month, or part thereof,~~ during each year of the term; the Rent for any portion of a calendar month at the beginning or end of the term is to be apportioned on the basis of a 360-day year.

B. TAX ON RENTALS: The TENANT shall pay, as additional rent, before any fine, penalty, interest or cost may be added thereto for nonpayment, any tax that may be levied, assessed or imposed upon or measured by the rents reserved hereunder or upon a commercial lease by any governmental authority acting under any present or future law.

C. NO SET OFF: TENANT covenants to pay all rentals when due and payable without any set off, deduction or demand whatsoever. Any monies paid or expenses incurred by LANDLORD to correct violations of any of the TENANT'S obligations hereunder shall be additional rental. Any additional rental provided for in this Lease becomes due with the next installment of Rent due after receipt of notice of such additional rental from LANDLORD. Rentals and statements required of TENANT shall be paid or delivered to LANDLORD at the place designated for notices to LANDLORD. If any payment of rent or additional rent due hereunder is received by LANDLORD more than ten (10) days after it is due, then LANDLORD may, in addition to any other remedies LANDLORD may have for late payment of rent, assess a late charge in the amount of five percent (5%) of the then late monthly rental payment, such late charge to be additional rent under this Lease.

#### ARTICLE 6 – FINANCING

A. If LANDLORD can obtain financing only upon the basis of modifications of terms and provisions of this Lease, the LANDLORD and TENANT shall agree to reasonable modifications which shall not materially affect TENANT'S Lease or purchase option.

#### ARTICLE 7 – TAXES

TENANT shall pay to LANDLORD, as additional rent, 100% of the total real estate taxes on the Building of which the leased Premises is a part of. For purposes of this Article, "real estate taxes" shall include extraordinary and/or special assessments (and all costs and fees incurred by LANDLORD in contesting the same and/or negotiating with the public authorities as to the same) which may be levied or assessed by the lawful taxing authorities against the land, buildings and all other improvements to the land and buildings which collectively make up the



Premises. LANDLORD will bill TENANT for outstanding amounts as they become due. TENANT shall pay all amounts billed in advance of the month following said bill. Said billing may be revised by LANDLORD, at LANDLORD'S sole option, during the Tax Year based on tax bills or assessments received by LANDLORD relating to the current Tax Year. If TENANT is billed for taxes as outlined above, LANDLORD will, within ninety (90) days of the end of each Tax Year furnish TENANT, in reasonable detail, the final computation of any tax payments due.

In the event LANDLORD shall contest the amount or the real estate taxes due and payable under this provision and shall be successful and receive a refund, TENANT shall receive credit for its pro rata share of such refund less the cost of obtaining such refund.

For the purpose of this Lease, the term "Tax Year" shall mean the twelve (12) month period established as the real estate tax year by the taxing authorities having lawful jurisdiction over the leased premises described herein.

Notwithstanding the foregoing, if a real estate tax increase is caused by reason of improvements, additions, or alterations made by LANDLORD on behalf of TENANT, or by TENANT after the commencement of this Lease, TENANT shall pay such increase or portion thereof in full to the extent the increase is caused by such improvements, additions or alterations.

#### ARTICLE 8 - LEASE YEAR

The term "Lease Year" as used in this Lease shall mean the period of twelve (12) consecutive full calendar months. The first Lease Year shall begin on the date of commencement of this Lease as set forth in Article 3 hereof. Each succeeding Lease Year shall commence upon the anniversary date of the commencement of the first Lease Year.

#### ARTICLE 9 - REPAIRS AND MAINTENANCE

LANDLORD shall maintain the exterior of the Building, including the roof, exterior walls, and foundations in good condition and repair, except when damaged by TENANT, its agents or employees. The term "walls" or "exterior walls" as used herein shall not include windows, glass or plate glass, any doors, special store fronts or entries, and the term "foundation(s)" as used herein shall not include loading areas. If there is a need for repairs to any of the items LANDLORD is responsible for, TENANT shall immediately give LANDLORD written notice of any defect or need for repairs, after which LANDLORD shall have reasonable opportunity to affect such repairs or cure such defect. The removal of snow and/or ice and sanding the Premises will be performed by TENANT, graffiti removal, landscaping, trash removal, and any other common area maintenance for and from the Premises.

TENANT shall, at its expense, maintain in good condition, the doors and interior of the Premises, including, but not limited to electrical wiring, and fixtures, ventilation, fire prevention, fire control systems, plumbing, alarm maintenance, security, heating, and air conditioning equipment presently in place or added by TENANT or LANDLORD except when such damage

is caused by LANDLORD, its agents or employees. TENANT shall maintain and pay for service contracts providing for routine service and maintenance of all HVAC equipment running to and servicing TEANTS's Leased Premises by a licensed HVAC company that may be chosen by LANDLORD. TENANT shall also maintain and keep in good working order all wires, pipes, machinery, fixtures in or near the Premises, which service the Premises. All plumbing, heating, air conditioning, ventilating, fire prevention, fire control and alarm equipment installed by TENANT shall become LANDLORD's property upon installation and shall remain with the Premises upon termination of the Lease. TENANT will make all foreseen and unforeseen, and ordinary and extraordinary changes and repairs which may be required to keep the Premises in good repair and condition, except for structural (exterior walls, foundation, beams, members, columns and sub-floor) repairs. All work to be up to code and completed by a licensed professional. Any such changes or repairs shall require the written approval and authorization of LANDLORD prior to being started.

TENANT at its own cost and expense shall maintain in good condition the general cleanliness of all exterior areas of the Leased Premises and shall maintain all parts of the leased Premises in compliance with applicable laws and promptly make any and all necessary repairs and replacements to the Premises including any and all HVAC repairs, electrical and plumbing repairs (except those for which LANDLORD is expressly responsible hereunder). LANDLORD shall be entitled to charge for its services in connection with the foregoing an amount of the Common Area Charges that will include accounting and service expenses.

LANDLORD may from time to time, and with minimum interference to TENANT enter the Premises in order to make repairs required of it hereunder and to make repairs to items that may be located in TENANT's lease Premises, but which service other parts of the Premises. After making any such repairs or replacements, LANDLORD will, at its expense, restore the Premises to their condition prior thereto, or as close as reasonably possible.

LANDLORD shall have the option and reserves the right to perform, in whole or in part, with at least two days' notice in normal circumstances and without need of any notice to TENANT in the case of an emergency, any repairs, maintenance and replacements that are otherwise TENANT'S obligation under this Lease. In any such event, TENANT shall be liable to repay LANDLORD for its cost and expense of any such repairs, maintenance or replacements within five business days after receiving a bill for such costs and expenses from LANDLORD.

#### ARTICLE 10 - HAZARDOUS SUBSTANCES

TENANT will not cause or permit any Hazardous Substance to be used, stored, generated or disposed of on or in the Premises by TENANT, TENANT'S agents, employees, contractors or invitees, without obtaining LANDLORD'S prior written consent, except for Hazardous Substances contained in products used by TENANT or such other persons in de minimis quantities for ordinary cleaning and office purposes provided such materials are properly stored in a manner and location meeting all Environmental Laws. "Hazardous Substances" shall mean pollutants, contaminants, toxic or hazardous waste, or any other substances, the use and/or the



removal of which is required or the use of which is restricted, prohibited or penalized by any environmental law. "Environmental Law" shall mean any applicable present and future federal, state or local law, ordinance or other statute of a governmental or quasi-governmental authority relating to pollution or protection of the environment, and any regulation or policy promulgated or issued thereunder. If TENANT breaches the foregoing representation and warranty, or if Hazardous Substances are used, stored, generated or disposed of on or in the Premises or the Building by such persons or if the Premises or the Building become contaminated in any manner for which TENANT is liable, TENANT agrees to indemnify, defend and hold harmless LANDLORD from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including a decrease in value of the Premises, damages due to loss or restriction of rentable or usable space, or any damages due to adverse impact on marketing of the space, and any and all sums paid for settlement of claims, attorneys' fees, consultants' and experts' fees) arising during or after the term of this Lease and arising as a result of such contamination by TENANT or such other persons. Without limitation of the foregoing, this indemnification includes all costs incurred due to any investigation of the site or any cleanup, removal or restoration mandated by federal, state or local agency or political subdivision.

If TENANT causes or permits the presence of any Hazardous Substance in the Premises or the Building and such Hazardous Substances alone result in contamination, TENANT will promptly, at its sole expense, take all necessary actions to return the Premises or the Building to the condition existing prior to the contamination caused by the presence of any such Hazardous Substance on the Premises. TENANT must first obtain LANDLORD'S approval and the approval of any necessary federal, state or local agencies for any such remedial action.

LANDLORD hereby agrees, represents and warrants that no activity will be conducted in the Building or on the Premises by LANDLORD and/or its agents, employees or contractors that will produce any Hazardous Substance, except for such activities that are a part of the ordinary course of LANDLORD'S business activities (the "Permitted Activities") provided said Permitted Activities are conducted in accordance with all Environmental Laws.

The foregoing indemnification and responsibilities of LANDLORD and TENANT, respectively, shall survive the termination or expiration of this Lease.

#### ARTICLE 11 - UTILITIES

TENANT shall arrange, pay and be solely responsible for all utilities furnished to the Premises during the term of this Lease, including charges for heat, water, sewer, gas, electricity, light, power, telephone service or any other utility used or consumed in or by the Leased Premises and shall switch or cause to be transferred into TENANT'S name all said utilities if said option is available. TENANT is also responsible for any and all taxes, penalties, surcharges or the like pertaining to such utilities and services, and any maintenance charges for such utilities.



LANDLORD shall not be liable for any interruption or failure of utility service on the Premises and TENANT shall have no rights or claims as a result of any such failure against LANDLORD.

Any utility charges which TENANT does not pay, which LANDLORD pays in order to prevent damage to the Premises (such as paying for electrical power and fuel charges to maintain sufficient heat in the Premises during the winter months to prevent the freezing of water pipes), or to prevent a lien from attaching to LANDLORD's property (such as a lien for water and sewer charges), or to release such a lien, shall constitute an additional rental obligation for the TENANT.

TENANT agrees to pay 100% of the annual Fire Connection Inspection fees or tests deemed necessary by the Haverhill Fire Department or Haverhill Department of Public Works. If said water bill is on a separate meter, TENANT shall have said water meter transferred to TENANT's name if allowed so that TENANT is billed directly for the water and sewer bill covering said Premises. If the option to transfer the water meter in TENANT's name is not available, LANDLORD shall submit the water/sewer bill each quarter to TENANT. TENANT's remittance of payment for the same will be due within 5 days of presentment with a bill from LANDLORD. TENANT agrees to issue payment directly to LANDLORD as billed by LANDLORD.

LANDLORD shall furnish TENANT with a bill for water consumed at the Premises, which TENANT shall pay in full within 10 days of receipt.

#### ARTICLE 12 - CARE OF THE PREMISES

A. TENANT shall:

- (a) keep the inside and outside of all glass in the doors and windows of the Leased Premises clean and undamaged;
- (b) keep all exterior store front surfaces of the Leased Premises clean;
- (c) replace promptly, at its expense, any broken door closers and any cracked or broken glass of the Leased Premises with glass of like kind and quality;
- (d) maintain and replace promptly if broken all doors and door and window frames;
- (e) maintain the Leased Premises at its expense in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests;
- (f) keep any garbage, trash, rubbish or refuse removed at its expense on a regular basis and temporarily stored in the Leased Premises in accordance with local codes; TENANT may install and maintain at its expense a dumpster behind the Leased Premises in a location and of a size approved in writing by LANDLORD and shall, if LANDLORD so requests, erect fencing around the

same as LANDLORD so designates. TENANT shall keep all trash within the dumpster, shall keep the same closed at all times and shall maintain the same in a neat and attractive manner. TENANT will not permit undue accumulation of garbage, trash, rubbish or other refuse within or about any area of the Leased Premises;

- (g) keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the Leased Premises;
- (h) comply with all laws, ordinances, rules and regulations of governmental authorities and all recommendations of the Fire Underwriters Rating Bureau now or hereafter in effect;
- (i) pay any fee, cost or expense imposed by governmental authorities for any certificate of occupancy that may be assessed or required for the use and occupancy of the Leased Premises;
- (j) be responsible for and shall pay before delinquency all governmental taxes assessed during the term of this Lease against any leasehold interest or personal property of any kind, owned by or placed in, upon or about the Leased Premises by the TENANT;
- (k) replace promptly all light bulbs within the Leased Premises or which illuminate any exterior sign when burned out;
- (l) conduct its business in all respects in a dignified manner in accordance with the highest standards.
- (m) maintain a preventive maintenance contract on the HVAC system(s) servicing the Leased Premises and shall provide evidence thereof to LANDLORD at the start of the Lease and thereafter from time to time, but at least annually. Should TENANT fail to obtain said maintenance service contract as stated herein, LANDLORD shall be allowed and specifically authorized at LANDLORD's discretion to obtain a service contract as outlined herein and charge TENANT 150% of the cost of the same, which TENANT shall pay as Additional Rent within 5 business days of being provided a receipt for the same. TENANT hereby also states that all HVAC is in good working order as of the commencement of this Lease and TENANT shall also repair, and/or replace any HVAC units, and/or materials servicing the Leased Premises as needed throughout the term of this Lease.
- (n) maintain a service contract which provides for routine (at least quarterly) inspection and cleaning of any grease which may accumulate in the venting/exhaust system (including fans) servicing the Premises, or on any portion of the roof, exterior walls, or other common areas which may be affected by the business conducted by TENANT at the Premises. TENANT shall provide evidence of such service contract to LANDLORD at the start of the Lease and



thereafter from time to time with every new lease year and upon LANDLORD's request. Should TENANT fail to obtain said maintenance service contract as stated herein, LANDLORD shall be allowed and specifically authorized at LANDLORD's discretion to obtain a service contract as outlined herein and charge TENANT 150% of the cost of the same, which TENANT shall pay as Additional Rent within 5 business days of being provided a receipt for the same.

- (o) TENANT shall arrange for quarterly pest and rodent control measures at the Premises and shall provide evidence thereof to LANDLORD from time to time at least annually and upon LANDLORD's request. Should any extraordinary pest control measures become necessary as a result of TENANT's use and/or occupation of the Premises, then TENANT shall be responsible for all costs incurred by LANDLORD as a result thereof. Should TENANT fail to obtain said maintenance service contract as stated herein, LANDLORD shall be allowed and specifically authorized at LANDLORD's discretion to obtain a service contract as outlined herein and charge TENANT 150% of the cost of the same, which TENANT shall pay as Additional Rent within 5 business days of being provided a receipt for the same.
- (p) TENANT shall arrange for the disposal of any grease and/or oil generated at the Leased Premises in a separate dumpster specifically designed for the disposal of such grease and/or oil in accordance with local and governmental rules and regulations in addition to the rules, regulations and terms of this Lease.

TENANT acknowledges and agrees that any default in the terms of this Article, or any of the terms of this Lease shall be deemed a material breach of the terms and conditions of this Lease. Notwithstanding anything to the contrary contained elsewhere in this Lease, in the event that TENANT fails to cure any default in the terms of this Lease within ten (10) days of receipt of notice from LANDLORD, then LANDLORD shall be entitled to all of the rights and remedies against TENANT as set forth in this Lease and LANDLORD shall also be entitled to initiate eviction proceedings against TENANT if TENANT's default remains in effect 10 or more days.

B. LANDLORD shall keep the foundations, the four outer walls, the roof and exterior gutters (if any) of the Building of which the Leased Premises are a part, in good repair, ordinary wear and tear excepted provided TENANT shall have given LANDLORD written notice of the necessity for such repairs, but shall not be required to make any other repairs, or perform any other work related directly or indirectly to said repairs except as to the roof as stated in Article 9. Except as otherwise provided in this Article, the Leased Premises, including, but not limited to plumbing, electrical, heating, air conditioning and ventilating systems, and other mechanical equipment in and/or serving the Leased Premises, shall at all times be kept in good order, condition and repair (including making replacements, if necessary, of equal quality and class with the original) by TENANT, at TENANT'S own cost and expense and in accordance with all laws, directions, rules and regulations of regulatory bodies or officials having jurisdiction in that regard. TENANT agrees that only servicemen approved by LANDLORD will be permitted to make repairs or replacements on said mechanical systems and equipment. If TENANT refuses or neglects to commence repairs within ten (10) days after written demand, or



to adequately complete such repairs within a reasonable time thereafter, LANDLORD, may, without imposing on LANDLORD any obligation to repair, make the repairs without liability to TENANT for any loss or damage that may accrue to TENANT'S stock or business by reason thereof, and if LANDLORD makes such repair, TENANT shall pay to LANDLORD, on demand as "Additional Rent", the costs thereof plus twenty-five percent (25%) for overhead and supervision. TENANT will not alter the exterior of the Leased Premises (including the store front and/or signs, lettering, and advertising matter on any windows or doors) and will not make any structural alterations to the exterior or interior of the Leased Premises or any part thereof or do any exterior decoration or build any fences or install any radio or television antennae, loud speakers, sound amplifiers or similar devices on the roof or exterior walls of the Building without first obtaining LANDLORD'S written consent to such alterations. TENANT will not overload the electrical wiring serving the Leased Premises or within the Leased Premises and will install at its expense, but only after obtaining LANDLORD'S written approval, any additional electrical wiring which may be required in connection with TENANT'S apparatus.

C. TENANT will not paint or decorate any part of the exterior of the Leased Premises, including store front, or any part of the interior visible from the exterior thereof or paste any signs to any portion of the Leased Premises, or display any signs attached to show windows of the Leased Premises without obtaining LANDLORD'S prior written approval.

D. TENANT will repair promptly at its expense any damage to the Leased Premises, any area, or improvement within the building and parking areas caused by bringing into the Leased Premises any property for TENANT'S use, or by the installation or removal of such property, regardless of fault or by whom such damage shall have been caused, unless caused by LANDLORD, its agents, employees or contractors, and in default of such repairs by TENANT, LANDLORD may make the same and TENANT agrees to pay, as additional rent, the cost thereof to LANDLORD promptly upon LANDLORD'S demand therefore.

E. LANDLORD shall have the exclusive right to use all or any part of the roof of the Leased Premises or any additions thereto for any purpose; to erect additional stories or other structures over all or any part of the Leased Premises; to erect in connection with the construction thereof temporary scaffolds and other aids to construction on the exterior of the Leased Premises, provided that access to the Leased Premises shall not be denied, and LANDLORD shall provide temporary signs indicating access to TENANT'S property to its customers during such construction period; and to install, maintain, use, repair and replace within the Leased Premises pipes, ducts, conduits, wires and all other mechanical equipment serving the Leased Premises, the same to be in locations within the Leased Premises as will not materially interfere with TENANT'S use thereof.

LANDLORD may make any use it desires of the side or rear walls of the Leased Premises, provided that such use shall not encroach on the interior of the Leased Premises and will not materially impede delivery of TENANT'S merchandise.

### ARTICLE 13 - INSURANCE

A. **LIABILITY AND PROPERTY DAMAGE INSURANCE.** TENANT, at its own expense, shall during the entire term hereof keep in full force and effect a policy of broad form comprehensive general liability and property damage insurance with respect to the Leased Premises, and the business operated by TENANT and any sub-tenants of TENANT in the Leased Premises and, liability insurance with combined single limits for bodily injury and property damage for any one occurrence of at least \$1,000,000.00. The policy shall name LANDLORD and TENANT as insureds, and shall contain a provision that the insurer will not cancel, materially change or renew the insurance without first giving the LANDLORD thirty (30) days prior written notice. The insurance shall be in an insurance company approved by LANDLORD, which approval will not be unreasonably withheld. The insurance company must be licensed to do business in Massachusetts and shall be rated not less than A- as rated in the most current available Best's Insurance Reports. TENANT shall promptly furnish LANDLORD with certificates or other evidence acceptable to LANDLORD that such insurance is in effect. TENANT shall require the same insurance coverage from any and all subcontracts of TENANT that perform work or services on the Leased Premises.

B. **FIRE INSURANCE.** TENANT is responsible at its own expense, for its own insurance to cover its own contents located in the Premises, and all of the personal property and equipment included in the Premises. LANDLORD shall not be liable for any damage to the property or person of any of the TENANT'S officers, employees, agents, invitees or guests from perils customarily covered by fire and extended coverage insurance, liability insurance or acts of God. It is agreed that LANDLORD shall be responsible for fire and extended coverage for the Premises by a responsible insurance company authorized to do extended coverage insurance in the state of Massachusetts, which TENANT shall reimburse LANDLORD 20% of the total premium for the same. TENANT shall maintain fire insurance and extended coverage on the interior of the Premises in an amount which is adequate to cover the cost of equipment trade fixtures and reconstruction of the interior of the Leased Premises to bring it back to at least the state it was in prior to being damaged.

C. **BUSINESS INCOME AND EXTRA EXPENSE INSURANCE.** TENANT shall at its own expense, during the term of this Lease, keep in force a policy of business income and extra expense insurance, naming the LANDLORD as an additional insured in an amount that represents one hundred percent (100%) of a potential loss resulting from a 12-month interruption of business, and additional expenses to continue operation of the business. TENANT shall furnish LANDLORD with certificates or other evidence acceptable to LANDLORD that such insurance is in effect, which evidence shall state the LANDLORD shall be notified in writing thirty (30) days prior to the cancellation, material change or renewal of insurance.

D. **PLATE GLASS.** TENANT further agrees to carry at its own expense, Plate Glass Insurance in an amount sufficient to cover the replacement cost of plate glass in the Leased Premises and to name the LANDLORD as an additional insured in said policies of insurance. TENANT shall furnish LANDLORD with certificates or other evidence acceptable to LANDLORD that such insurance is in effect, which evidence shall state that LANDLORD shall



be notified in writing thirty (30) days prior to the cancellation, material change or renewal of insurance.

E. WORKER'S COMPENSATION. If the nature of TENANT'S operation is such as to place any or all of its employees under the coverage of local worker's compensation or similar status, TENANT shall also keep in force, at its expense, so long as this Lease remains in effect and during such other time as TENANT occupies the Leased Premises or any part thereof, Worker's Compensation or similar insurance affording statutory coverage and containing statutory limits.

TENANT hereby waives any and all right that it may have to recover from LANDLORD damages for any loss occurring to the property of the TENANT by reason of any act or omission of the LANDLORD, provided, however, that this waiver is limited to those losses for which TENANT is compensated by its insurers, or should have been compensated by its insurers according to the terms of the Lease.

F. TENANT COVENANTS. TENANT will not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Leased Premises which will contravene LANDLORD'S policies insuring against loss or damage by fire or other hazards (including, without limitation liability) or which will prevent LANDLORD from procuring such policies in companies acceptable to LANDLORD. If anything done, omitted to be done or suffered to be done by TENANT, or kept or suffered by TENANT to be kept in, upon or about the Leased Premises shall cause the rate of fire or other insurance on the Leased Premises or other property of LANDLORD in companies acceptable to LANDLORD to be increased beyond the minimum rate from time to time applicable to comparable property used for general retail use, TENANT will pay, as additional rent, upon LANDLORD'S demand, the amount of any increase.

G. CONTENTS INSURANCE. TENANT shall, during the term of this Lease carry contents insurance with limits high enough to cover all of TENANT'S items and merchandise. In the event TENANT fails to carry said insurance, then TENANT hereby waives any and all right that it may have to recover from LANDLORD damages for any loss occurring to property of the TENANT by reason of act or omission of the LANDLORD. TENANT shall look to TENANT's insurance policy for recovery of any item or items damaged in TENANT's Leased Premises without looking to LANDLORD or LANDLORD's insurance policy for recovery. Under no circumstances whatsoever shall LANDLORD be responsible for any consequential, or other damages suffered. TENANT shall look to TENANT's policy of insurance for recovery exclusively and TENANT shall not look to LANDLORD or LANDLORD's policies of insurance for subrogation and the like. TENANT shall see to it that all of TENANT's policies of insurance do not allow for subrogation against LANDLORD, or LANDLORD's policies of insurance.

#### ARTICLE 14 - TENANT INDEMNITY



TENANT will indemnify LANDLORD and save it harmless and defend it from and against any and all claims, actions, damage, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Leased Premises or by property of the TENANT located in the Leased Premises, or the occupancy or use by TENANT of the Leased Premises, or any Part thereof, or occasioned wholly or in part by an act or omission of TENANT, its agents, contractors, employees, servants, lessees or concessionaries. TENANT shall also pay all costs, expenses and reasonable attorney's fees that may be incurred or paid by LANDLORD in enforcing the covenants and agreements in this Lease. Notwithstanding the foregoing, TENANT will not be liable for any legal fee incurred by LANDLORD in a suit between LANDLORD and TENANT in which final judgment is fully and completely in favor of the TENANT.

#### ARTICLE 15 – MECHANIC'S LIENS

TENANT agrees to promptly pay all sums of money in respect of any labor, services, materials, supplies or equipment furnished or alleged to have been furnished to TENANT in, at or about the Leased Premises, or furnished to TENANT'S agents, employees, contractors or subcontractors, which may be secured by any mechanics, materialman, suppliers or other type of lien against the Leased Premises or the LANDLORD'S interest therein. In the event any such or similar lien shall be filed, TENANT shall within twenty-four (24) hours of receipt of notice thereof, give notice to LANDLORD of such lien, and TENANT shall, within ten (10) days after receiving notice of the filing of the lien, discharge such lien by payment of the amount due the lien claimant. However, TENANT may in good faith contest such lien provided that within such ten (10) day period, TENANT provides LANDLORD with a surety bond in a one and one-half (1 ½) times the amount claimed as a lien. Failure of TENANT to discharge the lien, or if contested to provide such bond, shall constitute a default under this Lease and in addition to any other right or remedy of LANDLORD, LANDLORD may but shall not be obligated to discharge the same of record by paying the amount claimed to be due, and the amount so paid by LANDLORD and all costs and expenses incurred by LANDLORD therewith, including reasonable attorneys' fees, shall be due and payable by TENANT to LANDLORD as additional rent on the date of the next payment of rent.

#### ARTICLE 16 – ASSIGNMENT OR SUBLETTING

TENANT agrees not to sell, assign, mortgage, pledge, franchise or in any manner transfer this Lease or any estate of interest thereunder and not to sublet the Leased Premises or any part or parts thereof and not to permit any licensee or concessionaire therein without the previous written consent of the LANDLORD in each instance first obtained, which consent shall not be unreasonably withheld. The withholding of consent by LANDLORD shall not in any event be deemed unreasonable if the proposed assignee or sub lessee has a net worth of less than Five Hundred Thousand Dollars (\$500,000.00) or has less than seven (7) years' experience in the operation of the type of business proposed to be operated in the Premises (Restaurant). In addition, in the event TENANT wishes to sublet the Leased Premises for an annual rent greater than the total annual rent referred to on the Data Sheet, LANDLORD may reasonably require

some participation in said additional rent in consideration of consenting to the sublease of the Leased Premises.

In the event that TENANT wishes to so assign this Lease or so sublet, TENANT shall deliver to LANDLORD notice of its intended assignment of this Lease or subletting on a date stated in such notice which shall be at least thirty (30) days after the date of such notice together with a description of the proposed assignee's previous experience in the business to be operated together with a certified statement prepared by a certified public accountant showing the net worth of the proposed assignee. LANDLORD shall thereupon have a period of thirty (30) days in which to either consent or withhold consent to such assignment or subletting. Consent by LANDLORD to one assignment of this Lease or to one subletting, sale, mortgage, pledge or other transfer including licensing or the grant of a concession shall not be a waiver of LANDLORD'S right under this Article as to any subsequent similar action. Notwithstanding any assignment or subletting, TENANT shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants and conditions of this Lease. This prohibition includes any subletting or assignment which would otherwise occur by operation of law. In connection with any request by TENANT to assign or sublet this Lease, TENANT shall pay LANDLORD, upon demand, any and all legal fees incurred by LANDLORD related to said request or the proposed assignment or subletting. In addition, TENANT will pay over to LANDLORD fifty (50%) percent of any sums over and above the then current rate of rent as stated in this Lease if said Leased Premises is assigned or sublet to another party as stated herein.

If, any time during the Term of this Lease, TENANT (and/or the guarantor of Tenant, if any) is (i) a corporation or a trust (whether or not having shares of beneficial interest) and there shall occur any change in the identity of any of the persons then having power to participate in the election or appointment of the directors, trustees, or other persons exercising like functions and managing the affairs of TENANT; or (ii) a partnership or association or otherwise not a natural person (and is not a corporation or trust) and there shall occur any change in the identity of any of the persons who then are members of such partnership or association or who comprise TENANT, TENANT shall so notify LANDLORD.

LANDLORD'S rights to assign this Lease are and shall remain unqualified. Upon any sale of the Leased Premises and provided the purchaser assumes all obligations under this Lease, LANDLORD shall thereupon be entirely freed of all obligations of the LANDLORD hereunder and shall not be subject to any liability resulting from any act or omission or event occurring after such conveyance, except that any covenant or obligation of LANDLORD hereunder affecting land owned by LANDLORD shall continue for its term during such ownership, but not longer. Upon the sale or other transfer of LANDLORD'S interest in this Lease, TENANT agrees to recognize and attorney to such transferee as LANDLORD, and TENANT further agrees to execute and deliver a recordable instrument setting forth the provisions of this paragraph.

#### ARTICLE 17 – CONDEMNATION



A. LEASED PREMISES. If the whole or any part of the Leased Premises shall be taken under the power of eminent domain, this Lease shall terminate as to the part so taken on the date TENANT is required to yield possession thereof to the condemning authority. LANDLORD shall make such repairs and alterations as may be necessary in order to restore the part not taken to useful condition and the Rent shall be reduced proportionately as to the portion of the Leased Premises so taken. If the amount so taken of the Leased Premises substantially impairs the usefulness of the Leased Premises for the use permitted in the Data Sheet, either party may terminate this Lease on the date when TENANT is required to yield possession. TENANT shall have no claim against LANDLORD or the condemning authority for the value of any unexpired term of this Lease.

B. LANDLORD'S DAMAGES. All compensation awarded for any taking of the fee and the leasehold shall belong to and be the property of LANDLORD, provided, however, that LANDLORD shall not be entitled to any award made to TENANT for damage to TENANT'S fixtures, property or equipment.

The term "eminent domain" shall include the exercise of any similar governmental or quasi-governmental power and any purchase or other acquisition in lieu of condemnation.

#### ARTICLE 18 – DESTRUCTION

If the Leased Premises shall be partially damaged by any casualty insurable under the LANDLORD'S insurance policy during the term of this Lease or any extension thereof, LANDLORD shall, upon receipt of the insurance proceeds, repair the same and the Rent shall be abated proportionately as to that portion of the Leased Premises rendered un-tenantable. If the Leased Premises are damaged to such an extent that, in the sole judgment of LANDLORD, cannot be operated as intended, LANDLORD may either elect to repair the damage or may cancel this Lease by notice of cancellation within one hundred eighty (180) days after such event and thereupon this Lease shall expire, and TENANT shall vacate and surrender the Leased Premises to LANDLORD. In the event LANDLORD elects to repair any damage, any abatement of Rent shall end five (5) days after notice by LANDLORD to TENANT that the Leased Premises have been repaired. If the damage is caused by the negligence of TENANT or its employees, agents, invitees or concessionaires there shall be no abatement of Rent. Unless this Lease is terminated by LANDLORD, TENANT shall repair, and re-fixture the interior of the Leased Premises in a manner and to at least a condition equal to that existing prior to its destruction or casualty and the proceeds of all insurance carried by TENANT on its property and improvements shall be held in trust by TENANT for the purpose of said repair and replacement.

#### ARTICLE 19 – SURRENDER OF PREMISES

This Lease shall terminate at the end of the original term hereof, or any extension or renewal hereof, without the necessity of any notice from either LANDLORD or TENANT to terminate the same, and TENANT hereby waives notices to vacate the Leased Premises and



agrees that LANDLORD shall be entitled to the benefit of all provisions of law respecting the summary recovery of possession of premises from a tenant holding over to the same extent as if statutory notice had been given. For the period of six (6) months prior to the expiration of the original term or any renewal or extension thereof, LANDLORD shall have the right to display on the exterior of the Leased Premises in any window or doorway thereof, the customary sign "For Rent" and during such period LANDLORD may show the Leased Premises and all parts thereof to prospective tenants during normal business hours.

On the last day of the term, as the same may be extended, or on the sooner termination thereof, TENANT shall peaceably surrender the Leased Premises in good order, condition and repair, broom-clean, fire and other unavoidable casualty and reasonable wear and tear only excepted. TENANT shall, at its expense, remove its trade fixtures (not including floor covering and lighting equipment) and signs from the Leased Premises and any property not removed shall be deemed abandoned. Any abandoned fixtures or property of TENANT may be removed by LANDLORD, the cost of which shall, at LANDLORD'S option, be deducted from TENANT'S security deposit or charged to TENANT as additional rent. Any damages caused by TENANT in the removal of such items shall be repaired at the TENANT'S expense. All alterations, additions, improvements and fixtures (other than TENANT'S trade fixtures, equipment, inventory and signs) which shall have been made or installed by either LANDLORD or TENANT upon the Leased Premises and all hard surface bonded or adhesively affixed flooring and all lighting fixtures shall remain upon and be surrendered with the Leased Premises as a part thereof, without disturbance, molestation or injury, and without charge, at the expiration or termination of this Lease and shall then become property of LANDLORD. If the Leased Premises be not so surrendered, TENANT shall indemnify LANDLORD against loss, liability or expense resulting from delay by TENANT in so surrendering the Leased Premises, or failure to leave the Leased Premises in the condition required hereunder including, but not limited to, claims made by any succeeding tenant founded upon such delay. TENANT shall promptly surrender all keys to the Leased Premises to LANDLORD at the place then fixed for payment of rent and shall inform LANDLORD of combinations on any locks and safes on the Leased Premises.

#### ARTICLE 20 - DEFAULT

If TENANT shall default in the payment of rent or any other charges due hereunder and such default shall continue for ten (10) days after the time that such rent is due and payable to LANDLORD, or if TENANT shall default in the performance of any other of its obligations and such default shall continue for fifteen (15) days after written notice thereof to the TENANT (except that if TENANT cannot reasonably cure any such default of its other obligations within said fifteen (15) day period, this period may be extended for a reasonable time, provided that the TENANT commences to cure such default within the fifteen (15) day period and proceeds diligently thereafter to effect such cure), or if TENANT shall file a petition under any bankruptcy or insolvency law, or if such a petition filed against TENANT is not dismissed within sixty (60) days, or if TENANT shall be adjudicated bankrupt or insolvent according to law, or if the TENANT shall make any assignment for the benefit of creditors, or if the TENANT shall file any petition seeking a reorganization, arrangement or similar relief, or if a receiver, custodian, trustee or similar agent of the Leased Premises or of all or a substantial part of TENANT'S



assets shall be authorized or appointed, or if TENANT'S interest in this Lease is taken upon execution or other process of law in any action against TENANT, then the LANDLORD may lawfully enter the Leased Premises and repossess the same as the former estate of the LANDLORD, or terminate this Lease by written notice to TENANT and, in either event, expel the TENANT and those claiming through or under the TENANT, and remove their effects (forcibly, if necessary) without being deemed guilty of any manner of trespass and without prejudice to any other remedy which the LANDLORD may have for arrearages of rent and other charges due hereunder or proceeding on account of breach of covenant, and upon entry or notice as aforesaid, this Lease shall terminate. TENANT covenants, in case of any default by TENANT hereunder (which covenant shall survive the termination of this Lease), to pay LANDLORD all costs of enforcing its rights under this Lease (including, without limitation, reasonable attorney's fees and expenses), loss of rent, re-letting expenses, and brokerage fees together with, as agreed liquidated damages, the greater of either (i) the amount by which, at the termination of the Lease, the aggregate of the rent (including, without limitation, the tax payments projected on the basis of experience under this Lease) and other sums payable hereunder projected over a period from such termination until the termination date stated herein as the same may have been extended exceeds the aggregate projected fair market rental value of the Leased Premises for such period, or (ii) an amount equal to the rent (including, without limitation, tax payments projected on the basis of experience under this Lease) and other sums which would have been payable had the Lease not so terminated (subject to off-set for net rents actually received from re-letting after subtraction of the expenses of re-letting), payable upon the due dates as specified herein. LANDLORD and TENANT agree that, except for a termination occurring during the first two (2) years of the term hereof, for the purpose of computing liquidating damages, increased tax payments for the period between the termination of this Lease pursuant to this Article and the date of termination called for hereunder as the same may have been extended shall be computed upon the assumption that the amount of the tax payment for the Leased Premises would increase by ten percent (10%) for each fiscal year during the term.

TENANT shall also be liable to LANDLORD for the payment of interest at the rate of eighteen percent (18%) per annum, but in no case to exceed the lawful maximum rate of interest allowable under the laws of the Commonwealth of Massachusetts at the time, on all rentals and other sums due LANDLORD hereunder not paid within ten (10) days from the date same become due and payable. LANDLORD will have the option of charging a late fee according to Article 5 for any late rent or additional rent.

LANDLORD may bring legal proceedings for the recovery of such damages, or any installments thereof, from time to time at its election, and nothing contained herein shall be deemed to require LANDLORD to postpone suit until the date when the term of this Lease would have expired if it had not been terminated hereunder.

Nothing herein contained shall be construed as limiting or precluding LANDLORD'S recovery from TENANT of any amount or damages (including, without limitation, reasonable attorney's fees and expenses) to which, in addition to the damages particularly provided above, LANDLORD may lawfully be entitled by reason of any default hereunder on the part of TENANT.



In the event TENANT'S payment of rent to LANDLORD is late ten (10) or more days for four (4) consecutive months, LANDLORD, its employees and accountants shall have the right during business hours and after five (5) days written notice to TENANT, to inspect books and records of TENANT and to make an examination or audit thereof, which LANDLORD may desire.

LANDLORD shall not be in default of any of its obligations unless it shall fail to perform such obligations within fourteen (14) days (or such further time as is reasonably necessary) after receipt of written notice thereof from TENANT. TENANT shall give like notice to any mortgagee which has so requested in writing, which mortgagee shall have like opportunity to cure. In no event shall LANDLORD be liable to TENANT for damages relating to loss of business or incidental or consequential damages of any nature whatsoever.

Notwithstanding any rights and/or responsibilities that LANDLORD may have hereunder, LANDLORD shall also have the right to initiate eviction proceedings against TENANT if rent is in arrears 15 or more days.

#### ARTICLE 21 – CHANGES TO PREMISES

LANDLORD hereby reserves on behalf of itself the absolute right at any time and from time to time to (a) make changes or revisions in the site plan, including additions to, subtractions from, or rearrangements of the building areas included in the Premises, and (b) construct additional other buildings or improvements in the area which makes up the Premises and to make alterations thereof or additions thereto and to build additional stores on any such buildings and to build adjoining same as long as such changes do not materially affect the Leased Premises and provided that the Leased Premises are not altered.

#### ARTICLE 22 – NON-LIABILITY

LANDLORD shall not be responsible or liable to TENANT for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the Leased Premises or any part of the building of which the Leased Premises are a part, or any persons transacting any business in the adjacent or connected areas or present in the adjacent or connected areas for any other purpose, or for any loss or damage resulting to TENANT or its property from fire, flood, an act of God, burst, stopped or leaking water, gas, sewer, sprinkler or steam pipes or plumbing fixtures or from any failure or defect in any electric line, circuit or facility.

#### ARTICLE 23 – HOLDING OVER

In the event TENANT remains in possession of the Leased Premises after the expiration of this Lease and without the execution of a new Lease, it shall be deemed to be occupying the Leased Premises as a tenant at will at 175% of the Rent last in effect, subject to all the

conditions, provisions and obligations of this Lease insofar as the same can be applicable to a tenancy at will, cancelable by either party upon thirty (30) days written notice to the other.

#### ARTICLE 24 – INSPECTION/RIGHT OF ENTRY

LANDLORD and its agents, employees and contractors shall have the right to enter the Leased Premises upon reasonable advanced notice to TENANT to examine the same and to make such repairs, alterations, improvements or additions as LANDLORD may elect to make, and LANDLORD, upon reasonable advance notice to TENANT, shall be permitted to take all material into and upon the Leased Premises that may be required therefore without the same, constituting an eviction of TENANT in whole or in part, and the rent shall in no way abate while said repairs, alterations, improvements or additions are being made by reason of loss or interruption of business of TENANT, or otherwise.

#### ARTICLE 25 – NON WAIVER

No reference to any specific right or remedy shall preclude LANDLORD from exercising any other right or from having any other remedy or from maintaining any action to which it may otherwise be entitled either at law or in equity.

LANDLORD'S failure to insist upon a strict performance of any covenant of this Lease or to exercise any option or right herein contained shall not be a waiver or relinquishment for the future of such covenant, right or option, but the same shall remain in full force and effect.

#### ARTICLE 26 – SUBORDINATION

LANDLORD reserves the right to subject and subordinate this Lease to the lien of any mortgage or mortgages hereinafter placed against LANDLORD'S interest in the Leased Premises, and on the land and buildings of which said Leased Premises are a part or any other buildings hereafter placed upon the land of which the Leased Premises form a part. TENANT covenants and agrees to execute and deliver upon demand of LANDLORD, its successors and assigns, at any time during the term hereof such further instruments and certificates subordinating this Lease to a lien of any mortgage, provided that all such instruments of subordination shall recognize the validity of this Lease in the event of a foreclosure of such mortgage upon the interest of LANDLORD, as long as TENANT shall have faithfully performed all of the terms and covenants and conditions of this Lease, and shall not be in default under the terms of any such mortgage as aforesaid. TENANT hereby irrevocably appoints the LANDLORD, as attorney-in-fact for the TENANT with full power and authority to execute and deliver in the name of the TENANT any such instruments or certificates.

#### ARTICLE 27 – CAPTIONS AND HEADINGS

The captions and headings used herein are intended only for the convenience of the reference and are not to be used in constructing this instrument.



#### ARTICLE 28 – APPLICABLE LAW

This Lease shall be construed under the laws of the Commonwealth of Massachusetts. If any provision of this Lease, or portion thereof, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

#### ARTICLE 29 – SUCCESSORS

..... This Lease and the covenants and conditions herein contained shall inure to the benefit of and be binding upon LANDLORD, its successors and assigns, and shall be binding upon TENANT, its successors and assigns, and shall inure to the benefit of TENANT and only such assigns of TENANT to whom the assignment by TENANT has been consented to by LANDLORD.

#### ARTICLE 30 – FORCE MAJEURE

The time within which any of the parties hereto shall be required to perform any act or acts under this Lease except for payment of monies shall be extended to the extent that the performance of such act or acts shall be delayed by acts of God, fire, windstorm, flood, explosion, collapse of structures, riot, wars, strikes, labor disputes, delays or restrictions by governmental bodies, inability to obtain or use necessary materials, or any cause beyond the reasonable control of such party (any such delay being called "unavoidable delay" in this Lease) provided however that the party entitled to such extension hereunder shall give notice to the other party of the occurrence causing such delay.

#### ARTICLE 31 – NO PARTNERSHIP

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

#### ARTICLE 32 – LIABILITY

If two or more individuals, corporations, partnerships or other business associations (or any combination of two or more thereof) shall sign this Lease as TENANT, the liability of each individual, corporation, partnership or other business association to pay rent and perform all other obligations hereunder shall be deemed to be joint and several. In a like manner, if the TENANT named in this Lease shall be a partnership or other business association, the members of which are, by virtue of statute or general law, subject to personal liability, the liability of each such member shall be deemed to be joint and several.

TENANT shall neither assert nor seek to enforce any claim for breach of this Lease against any of LANDLORD'S assets other than LANDLORD'S interest in the Leased Premises and in the rents, issues and profits thereof (but not including funds distributed by LANDLORD to the shareholders, partners or beneficiaries), and TENANT agrees to look solely to such