

interest for the satisfaction of any liability of LANDLORD under this Lease. In no event shall LANDLORD (which term shall include without limitation all of the officers, trustees, directors, partners, beneficiaries, joint ventures, members, stockholders or other principals or representatives, disclosed or undisclosed, thereof) ever be personally liable for any such liability or ever be liable for damages whether direct, consequential, punitive or otherwise. LANDLORD shall be liable only for events occurring during that person's ownership of LANDLORD'S estate.

ARTICLE 33 – RULES AND REGULATIONS

The rules and regulations appended to this Lease as Exhibit A are made a part of this Lease, and TENANT agrees to comply with and observe the same. TENANT'S failure to keep and observe said rules and regulations shall constitute a breach of the terms of this Lease in a manner as if the same were contained herein as covenants. LANDLORD reserves the right from time to time to amend or supplement said rules and regulations applicable to the Leased Premises. Notice of such additional rules and regulations, and amendments and supplements, if any, shall be given to TENANT and TENANT agrees thereupon to comply with and observe all such rules and regulations, and amendments thereto and supplements thereof.

ARTICLE 34 – EXAMINATION

The submission of this Lease for examination does not constitute a reservation of or option for the Leased Premises, and this Lease becomes effective only upon execution and delivery thereof by LANDLORD and TENANT.

ARTICLE 35 – ESTOPPEL

TENANT agrees that at any time and from time to time at reasonable intervals, within ten (10) days after written request by LANDLORD, TENANT will execute, acknowledge and deliver to LANDLORD, LANDLORD'S mortgagee, or an assignee designated by LANDLORD, a writing ratifying this Lease and certifying: (a) that TENANT has entered into occupancy of the Leased Premises and the date of such entry if such is the case; (b) that this Lease is in full force and effect, and has not been assigned, modified, supplemented or amended in any way (or if there has been any assignment, modification, supplement or amendment, identifying the same); (c) that this Lease represents the entire agreement between LANDLORD and TENANT as to the subject matter hereof (or if there has been any assignment, modification, supplement or amendment, identifying the same); (d) the date of commencement and expiration of the term; (e) that all conditions under this Lease to be performed by LANDLORD have been satisfied and all required contributions by LANDLORD to TENANT on account of TENANT'S improvements have been received (and, if not, what conditions remain unperformed); (f) that to the knowledge of the signer of such writing, no default exists in the performance or observance of any covenant or condition in this Lease and there are no defenses or offsets of which the signer may have knowledge; (g) that Rent and all other rentals have been paid under this Lease. TENANT hereby irrevocably appoints LANDLORD its attorney-in-fact to execute such a writing in the event TENANT shall fail to do so within ten (10) days of receipt of LANDLORD'S request.

ARTICLE 36 – NOTICES

Any notice desired or required to be given under this Lease shall be sent postage prepaid, registered or certified mail, return receipt requested, as to LANDLORD: GDX Realty Trust 49 Ferry Road, Haverhill, MA 01835, and as to TENANT: Robert J. Lapierre, Manager of Big Dawg's Eatery, LLC 49 Ferry Road, Haverhill, MA 01835.

ARTICLE 37 – SIGNS

TENANT agrees to install and pay for the installation and maintenance of TENANT'S sign on the exterior of the Leased Premises. The size, content, and location of such sign shall all be subject to the approval of LANDLORD, which approval shall not be unreasonably withheld. The TENANT shall be responsible for obtaining any and all governmental approvals required in connection with such sign. The TENANT shall keep the said sign in a clean and attractive condition and shall be responsible for all maintenance thereto. All expenses associated with such sign shall be borne directly by TENANT.

ARTICLE 38 – BROKERAGE

LANDLORD and TENANT each represent to the other that they have not entered into any agreement or incurred any obligation in connection with this transaction which might result in the obligation to pay a brokerage commission to any broker. Each party agrees to indemnify and hold the other party harmless from and against any claim or demand by any broker or other person for bringing out this Lease who claims to have dealt with said indemnifying party, including any expenses incurred in defending any such claim or demand, including reasonable attorney's fees.

ARTICLE 39- CONFIDENTIALITY

Neither the terms nor the existence of this Lease Agreement shall be disclosed by TENANT to anyone, whether disclosed directly or indirectly, orally, in writing or in electronic form. Notwithstanding this provision, the TENANT may disclose the amount of rent, and other costs and expenses associated with the Leased Premises to approved sub lessees.

ARTICLE 40 – OTHER STORES

TENANT covenants and agrees (insofar as and to the extent that it is lawful so to agree) that for the period commencing with the execution of this Lease and continuing until the date originally fixed for the expiration of the term of this Lease, as it may be extended pursuant to the provisions hereof (whether or not this Lease has been terminated if such termination is a result of a default of the TENANT hereunder), neither the TENANT nor any of its affiliated, parent, or subsidiary companies will operate, either directly or indirectly, another restaurant of any kind, nature or description (other than restaurants presently being operated by it or them) within a reasonable area of the Leased Premises, without the prior written consent of LANDLORD, the TENANT acknowledging that the area within a circle having as its center the Leased Premises and having a radius of eight (8) miles is a reasonable area for this purpose.

ARTICLE 41 – ARBITRATION

Any controversy or claim arising out of or relating to this Lease Agreement or the breach thereof, exclusive of TENANT'S default for failure to pay rent or other charges hereunder, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any Court having jurisdiction thereof.

ARTICLE 42 – SECURITY DEPOSIT

Not Required.

ARTICLE 43 – OPTION TO EXTEND

So long as TENANT is not in default hereunder after applicable notice and grace periods, TENANT shall have the option to extend the term for one (1) extended term, of sixty (60) months (the "Extended Term"). The extended term shall commence immediately following the end of the existing term. TENANT may exercise its option to extend for the Extended Term by giving written notice to LANDLORD at any time during the then existing Term of the lease, but no later than six (6) months prior to the end of the then existing Term. All terms and conditions applicable during the Term shall apply during any Extended Term. Rent will increase to

\$2,014.00 per month (\$24,168.00 annually) for the Extended Term. If TENANT fails to give such notice exercising its option for any Extended Term within the time provided above, this Lease shall automatically expire at the end of the then existing Term (unless sooner terminated as provided herein).

ARTICLE 44 – ENTIRE AGREEMENT

This Lease and the Exhibits thereto constitute the full and complete agreement between the parties hereto and there are no other terms, obligations, covenants, representations, warranties or conditions other than contained herein.

Each provision hereof shall be separate and independent and the breach of any such provision by LANDLORD shall not discharge or relieve TENANT from its obligations to perform each and every covenant to be performed by TENANT hereunder. If any provision hereof or the application thereof to any person or circumstance or at any time shall to any extent be invalid or unenforceable, the remaining provisions hereof, or the application of such provision to persons or circumstances are at times other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the extent permitted by law. All provisions contained in this Lease shall be binding upon, inure to the benefit of and be enforceable by, the respective successors and assigns named as a party hereto. If LANDLORD is a successor and / or assign it will be made a party hereto. If LANDLORD is a representative or fiduciary, only the estate represented shall be bound, and neither the LANDLORD, nor any shareholder nor any beneficiary of any trust, shall be personally liable for any obligation expressed or implied hereunder. If not otherwise stated

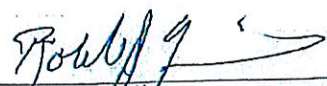
herein, the Law of the Commonwealth of Massachusetts shall govern this Lease. This Lease may not be changed, modified or discharged except by a writing signed by LANDLORD and TENANT.

IN WITNESS WHEREOF, LANDLORD and TENANT have caused this Lease to be signed, sealed and delivered as of the day first above written.

LANDLORD:
GDX Realty Trust

TENANT:
Big Dawg's Eatery, LLC

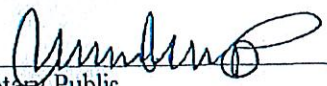

By: Robert J. Lapierre, Trustee


By: Robert J. Lapierre, Manager

COMMONWEALTH OF MASSACHUSETTS

On this 21st day of June 2024, before me, the undersigned notary public, personally appeared Robert J. Lapierre as Manager of Big Dawg's Eatery LLC, who proved to me through satisfactory evidence of identification, which was a driver's license, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

My Commission Expires
(Seal) Marcos C Melo
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
February 2, 2029


Notary Public

COMMONWEALTH OF MASSACHUSETTS

On this 21st day of June 2024, before me, the undersigned notary public, personally appeared Robert J. Lapierre as Trustee of GDX Realty Trust, who proved to me through satisfactory evidence of identification, which was a driver's license, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose of GDX Realty Trust.

Marcos C Melo
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
February 2, 2029



(Seal)

Notary Public

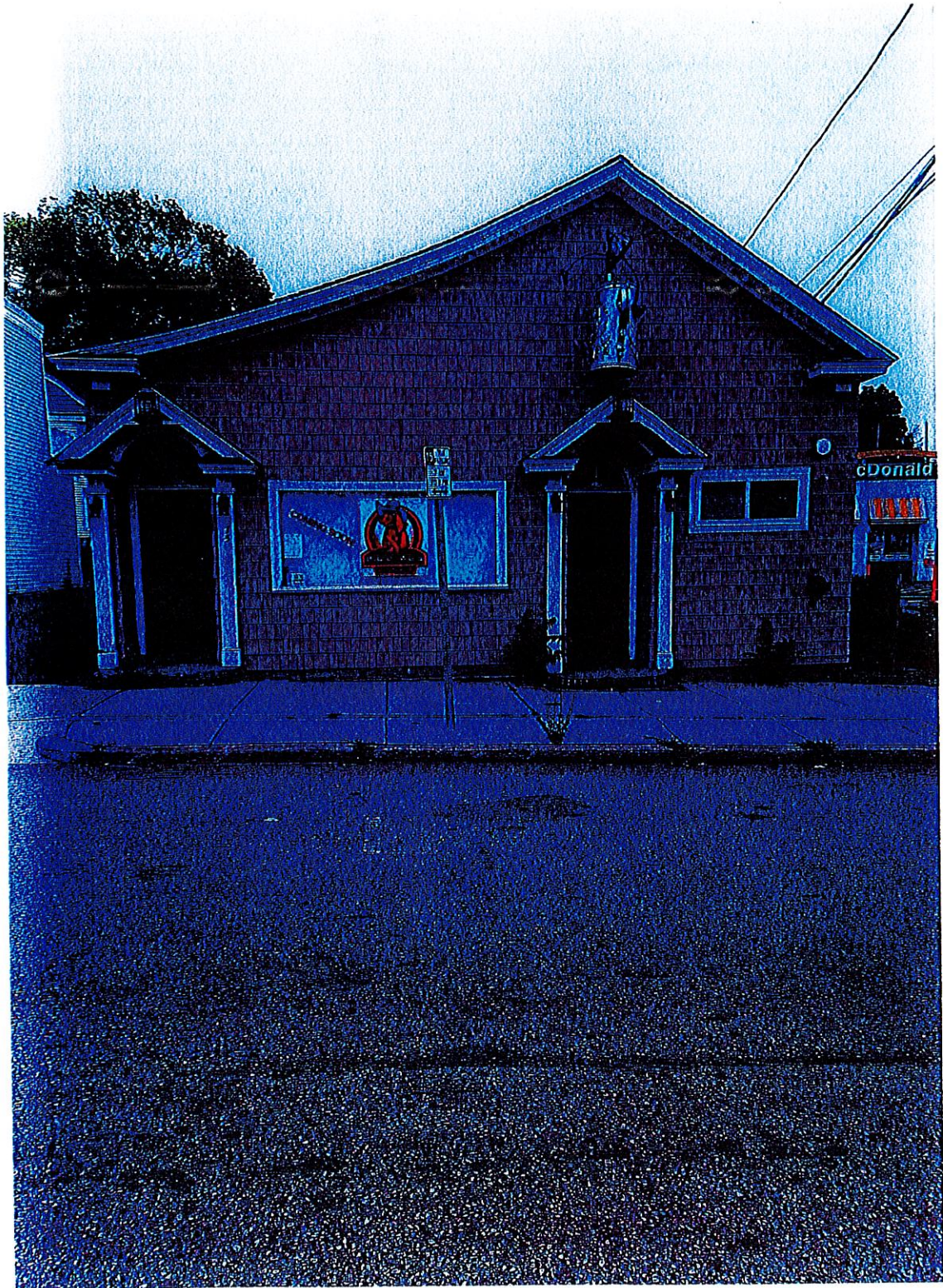
EXHIBIT A

RULES AND REGULATIONS FOR LEASED PREMISES

1. The parking areas in the Leased Premises shall not be obstructed by TENANT. Parking shall be used in common with other Tenants that rent space in, or at the Property / Premises from LANDLORD. Parking configuration may be changed, altered, or revised by LANDLORD at any time. LANDLORD may also designate specific parking spaces to other units in the Premises that will be used specifically by other Tenants in the building if LANDLORD sees fit to do so. TENANT shall NOT park, or store any vehicles at the Premises overnight and at any time other than normal business hours and only if used in the operation of the restaurant and not otherwise. LANDLORD is hereby authorized to tow any vehicles left on the Premises after hours, or in a non-authorized fashion as determined by LANDLORD in LANDLORD's own discretion. TENANT will be billed for any vehicles that are towed from the Premises and shall pay to LANDLORD 150% of the actual cost of the same to LANDLORD within 5 days of being presented with an invoice for the same.
2. TENANT shall not place objects against glass partitions, doors or windows which would be unsightly from the exterior of the Leased Premises;
3. No additional or different locks or bolts or security systems shall be affixed on doors by TENANT unless first approved by LANDLORD in writing. TENANT shall provide LANDLORD with copies of keys to the Premises and shall return all keys to LANDLORD upon termination of TENANT'S Lease;
4. TENANT shall not allow peddlers, or solicitors in the Leased Premises;
5. No vehicles or animals of any kind shall be brought into or kept in or about the Leased Premises except in areas as designated by LANDLORD;
6. TENANT shall not engage or pay any employees of the LANDLORD without approval from the LANDLORD;
7. TENANT shall not permit or place within the Leased Premises matter of any description which would result in a floor load in excess of that which the floor of the Leased Premises is designed to carry;
8. All removals from the Leased Premises, or the carrying in or out of the Leased Premises of any freight, furniture or bulky matter of any description must take place at such time in such manner as the LANDLORD may determine from time

to time;

9. LANDLORD may prohibit any advertising by TENANT which refers to the Leased Premises and which in LANDLORD'S opinion tends to impair the reputation of the Leased Premises.
10. TENANT shall cooperate with LANDLORD in minimizing loss and risk thereof from fire and associated perils;
11. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were designed and constructed, and no sweepings, rubbish, rags, acids or like substances shall be deposited therein;
12. TENANT shall keep its business fully stocked with merchandise which TENANT considers high-quality and saleable;
13. TENANT recognizes that the walls within the Leased Premises may not be intended to support racking or shelving or heavy loads, and the same shall not be utilized for such purposes without the LANDLORD'S written consent; and
14. All exterior signs shall be lit commencing at dusk and the lights to said signs shall be replaced when necessary within 72 hours. Said lights can be turned off as deemed necessary by TENANT.
15. The removal of snow and ice from the sidewalks or walkways bordering upon the Leased Premises shall specifically be TENANT'S responsibility regardless of any contrary language in this Lease.
16. TENANT agrees to provide and maintain a trash and/or cigarette receptacle outside of the Leased Premises during the term hereof. TENANT further agrees to keep all common areas of the property of which the Premises are a part free of all debris, trash and personal property of TENANT, or TENANT'S business.
17. Grease traps should be maintained properly so that the same are clean at all times. Any cleaning, maintenance, or replacement of the same are strictly TENANT'S responsibility including maintenance or replacement of any grease traps and related apparatus extending into the City street.
18. LANDLORD reserves the right to make such rules, regulations and charges as in its judgment may from time to time be needed or desired for the safety, care, maintenance and cleanliness of the Leased Premises, the Building and Property, herein referred to as the Leased Premises and for the preservation of good order therein.





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



LCCV-24-47

Common Victualler License

Status: Active

Submitted On: 7/25/2024

Primary Location

620 PRIMROSE ST Unit Unit 5
Haverhill, MA 01830

Owner

DIAMOND PLAZA REALTY, LLC
S SYDNEY ST 19 BOSTON, MA
02125

Applicant

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

Applicant Information

Relationship to Business Owner*

Owner

Application Date*

Jan 1, 2024 to Dec 25, 2024

Type of Application

New

Business Information

Business Name*

David's Coffee and Grill

Establishment Name*

David's Coffee and Grill

Establishment Phone*

9783758469

Type of Establishment*

Restaurant

Establishment Mailing Address*

620 primrose st

Establishment Mailing Address City*

620 primrose st

Establishment Mailing Address State*

620 primrose st

Establishment Mailing Address Zip*

01830

Manager Name* 

David

Manager Cellphone*

9783758469

Manager Home Address*

25 LOGAN ST

Is Application New, Renewal or Transfer?*

New

Business Legal Structure*

Sole Proprietorship

Property Information

Is this a Franchise?*

No

Planned Opening Date*

09/01/2024

Total Square Footage*

na

Number of Seats*

55

Number of Entrances*

2

Number of Exits*

3

Do You Plan Outdoor Seating?*

No

Do You Plan to Sell Alcohol?*

Yes

Days & Hours of Operation

Monday Hours of Operation* 

6am-3pm

Tuesday Hours of Operation*

6am-3pm

Wednesday Hours of Operation*

6am-3pm

Friday Hours of Operation*

6am-3pm

Sunday Hours of Operation*

6am-3pm

Thursday Hours of Operation*

6am-3pm

Saturday Hours of Operation*

6am-3pm

Agreement & Signature

Yes



For Inspector Use Only

 Basement Use Group

 Floor 1 Use Group

 Floor 2 Use Group

 Floor 3 Use Group

 Basement Allowable Load

—

 Floor 1 Allowable Load

—

 Floor 2 Allowable Load

—

 Floor 3 Allowable Load

—

 Floor 4 Use Group

 Floor 4 Allowable Load

—

 Other Use Group

 Other Allowable Load

—

 Inspection Date

—

Attachments



Business Certificate

REQUIRED

Business Certificate.pdf

Uploaded by Varinia Castillo on Jul 25, 2024 at 12:22 PM



Occupancy Certificate

REQUIRED

Blank.pdf

Uploaded by Varinia Castillo on Jul 25, 2024 at 12:24 PM



david coffee and grill lease.pdf

david coffee and grill lease.pdf

Uploaded by Jennifer Sanchez on Jul 26, 2024 at 12:17 PM



david coffee and grill picture.docx

david coffee and grill picture.docx

Uploaded by Jennifer Sanchez on Jul 26, 2024 at 12:21 PM

History

Date


Activity

7/29/2024, 10:53:23
AM

Jennifer Sanchez approved approval step City Clerk Approval on
Record LCCV-24-47

Date	Activity
7/29/2024, 8:51:06 AM	Kaitlin Wright assigned approval step City Clerk Approval to Jennifer Sanchez on Record LCCV-24-47
7/26/2024, 3:13:16 PM	Jennifer Sanchez assigned approval step License Commission Approval to Jennifer Sanchez on Record LCCV-24-47
7/26/2024, 3:13:12 PM	approval step Water Bill Payment Check was assigned to Elizabeth Remmes on Record LCCV-24-47
7/26/2024, 3:13:12 PM	approval step Tax Check was assigned to Jasmin Ortega on Record LCCV-24-47
7/26/2024, 3:13:12 PM	approval step Tax Check was assigned to Yenise Rozon on Record LCCV-24-47
7/26/2024, 3:13:12 PM	approval step City Clerk Approval was assigned to Kaitlin Wright on Record LCCV-24-47
7/26/2024, 3:13:11 PM	Jennifer Sanchez approved approval step License Commission Review on Record LCCV-24-47
7/26/2024, 2:59:37 PM	Jennifer Sanchez changed Business Legal Structure from "Corporation" to "Sole Proprietorship" on Record LCCV-24-47
7/26/2024, 2:59:37 PM	Jennifer Sanchez changed Establishment Name from "David coffe and grill" to "David's Coffee and Grill " on Record LCCV-24-47
7/26/2024, 2:59:37 PM	Jennifer Sanchez changed Business Name from "David coffe and grill" to "David's Coffee and Grill" on Record LCCV-24-47
7/25/2024, 12:26:56 PM	approval step License Commission Review was assigned to Jennifer Sanchez on Record LCCV-24-47
7/25/2024, 12:26:54 PM	completed payment step License Comm Application fee on Record LCCV-24-47
7/25/2024, 12:24:56 PM	Varinia Castillo submitted Record LCCV-24-47
7/25/2024, 12:14:38 PM	Ruben David Apellaniz started a draft of Record LCCV-24-47

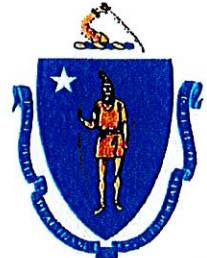
Timeline

Label	Activated	Completed	Assignee	Due Date	Status
 License Comm Application fee	7/25/2024, 12:24:59 PM	7/25/2024, 12:26:54 PM	Ruben David Apellaniz	-	Completed

Label	Activated	Completed	Assignee	Due Date	Status
✓ License Commission Review	7/25/2024, 12:26:55 PM	7/26/2024, 3:13:11 PM	Jennifer Sanchez	-	Completed
✓ City Clerk Approval	7/26/2024, 3:13:12 PM	7/29/2024, 10:53:23 AM	Jennifer Sanchez	-	Completed
✓ Tax Check	7/26/2024, 3:13:12 PM	-	Yenise Rozon	-	Active
✓ Tax Check	7/26/2024, 3:13:12 PM	-	Jasmin Ortega	-	Active
✓ Water Bill Payment Check	7/26/2024, 3:13:12 PM	-	Elizabeth Remmes	-	Active
✓ License Commission Approval	-	-	Jennifer Sanchez	-	Inactive
📄 Common Victualler License Issued	-	-	-	-	Inactive



COMMONWEALTH OF MASSACHUSETTS
CITY OF HAVERHILL
**BUSINESS
CERTIFICATE**



Issue Date: July 26, 2024
Expiration Date: June 12, 2028

Certificate Number: BUSC-24-123
Fee: \$60.00

David's Coffee and Grill

620 Primrose St. Unit 5 Haverhill, MA 01830

Phone: 978-375-8469

In conformity with the provisions of Chapter 110, Section 5 of the MGL, as amended, the undersigned hereby declares that a business is conducted under the title of:

David's Coffee and Grill at 620 Primrose St. Unit 5 - Haverhill, 01830 by Ruben David Apellaniz

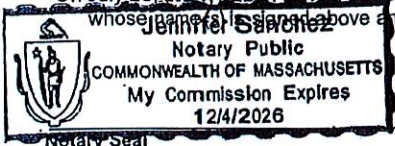
I/We certify under the penalties of perjury that I/we, to the best of my/our knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

Signature(s):

Ruben David Apellaniz

COMMONWEALTH OF MASSACHUSETTS

On July 26, 2024, Ruben David Apellaniz appeared before me and presented satisfactory evidence of identification which was a , proving the person(s) whose name(s) is/are signed above and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of their knowledge and belief.



Jennifer Sanchez
12/4/2026
Notary Seal Expiration Date

Kaitlin M. Wright
Kaitlin Wright, Haverhill City Clerk

THIS DOCUMENT MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC WHO CAN AFFIX HIS/HER SEAL. IF A NOTARY PUBLIC OTHER THAN THE HAVERHILL CITY CLERK'S OFFICE WITNESSES THE SIGNATURE, THE DOCUMENT MUST BE BROUGHT TO THE HAVERHILL CITY CLERK'S OFFICE.

In accordance with the provisions of Chapter 337 of the Acts of 1985 and Chapter 110, Section 5 of Massachusetts General Laws, Business Certificates shall be in effect for four (4) years from the date of issue and shall be renewed each four (4) years thereafter. A statement under oath must be filed with the Haverhill City Clerk upon discontinuing, retiring or withdrawing from such business or partnership.

Copies of such Certificates shall be available at the address at which such business is conducted and shall be furnished on request during regular business hours to any person who has purchased goods or services from such business. Violations are subject to a fine of not more than three hundred dollars (\$300) for each month during which such violation continues. The aforementioned business owner or agent is required to notify the Haverhill City Clerk in the event that the business is discontinued, changes location, changes the name, changes residence, withdraws from the business or partnership, or is deceased.

This certificate must be renewed every four (4) years.

This Business Certificate does not confer zoning approval for conducting of this business at the above address.

Zoning Compliance may only be determined and issued by the Haverhill Building Inspector.



**620 PRIMROSE STREET
SUITE 5
(DAVID COFFE AND GRILL)**

HAVERHILL, ESSEX COUNTY, MASSACHUSETTS

LEASE

BETWEEN

DIAMOND PLAZA REALTY, LLC ("LESSOR")

AND

**RUBEN DAVID APELLANIZ
CESAR FRANCISCO VARAS
("LESSEE")**

Dated: May 31, 2024

LEASE

LEASE made this 31 day of May, 2024, by and between Diamond Plaza Realty, LLC hereinafter called "Lessor," and Ruben David Apellaniz & Cesar Francisco Varas, hereinafter called "Lessee."

1. Demised Premises.

Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, the following described premises located in the building known as and located at 620 Primrose Street, Unit 5, Haverhill, Massachusetts (the "Premises") which is part of the property known as 620 Primrose Street, Haverhill, Massachusetts (the "Building"). Said demised premises consists of approximately 1,700 square feet of retail space on the first floor and is expressly agreed and understood to be leased by the Lessee in its present, AS IS condition. A floor plan of the demised premises is attached hereto as Exhibit A.

Lessor reserves the right during the term hereof to enter the demised premises at reasonable hours and with reasonable notice (except in cases of emergency) to make repairs provided that such repairs shall be made so as not to unreasonably interfere with Lessee's business being conducted in the demised premises.

2. Term.

The initial term of this lease shall be five (5) years commencing on July 1st, 2024, hereinafter called the "Commencement Date" and ending at midnight on June 30, 2029.

3. Rent.

A. Base Rent.

During the initial term of this Lease, the Lessee shall pay to the Lessor follow:

First year Base Rent of Thirty Thousand ---00/100 dollars, (\$30,000.00) for the premises payable in cumulative equal installments of Two Thousand Five Hundred ---00/100 dollars (\$2,500.00) per month in advance on the first day of each month with the first month installment due upon execution of this Lease.

Second year base rent increase to Three Thousand ---00/100 dollars (\$3,000.00) per month.

In the term of the lease exceeds more than two years (24 months) the rent adjustment will be 4% (four percents) per annum, adjusted the first day of every new year. Also, see Lease Addendum attached.

B. Additional Rent

~~In addition to the base rent paid by the Lessee to the Lessor in paragraph A of Section 3 of the Lease the Lessee shall pay the Lessor a 0% proportionate share of the Snow Removal and Landscaping associated with the Premises.~~

Lessee understands that he/she has exclusive control of the leased Premises and as such Lessee shall also be responsible for maintaining and paying for all utilities appurtenant to the Premises including but limited the Heating, Ventilation, Air Conditioning systems and its preventative maintenance and any other equipment relating to the premises exclusively at Lessee's sole expense.

All base rent and additional rent shall be paid to Lessor at such address as Lessor shall from time to time designate by written notice to Lessee. Until further notice, all such base rent, term rent and additional rent shall be paid to the Lessor at: Diamond Plaza Realty, LLC, 400 Nantasket Ave., Hull, Massachusetts 02045.

4. Legal Expenses.

In the event that the Lessor shall seek to enforce the provisions of this Lease, then the Lessee shall pay the Lessor's reasonable attorneys' fees incurred.

5. Lease Year.

The term "Lease Year" as used herein shall mean the period of twelve (12) consecutive months on the Commencement Date as provided in section 2 hereof, and the period of twelve consecutive months as to every other lease year during the term hereof, commencing on the anniversary of the termination of the first lease year.

6. Use.

Lessee agrees that the demised premises shall be used as a Coffee Shop and restaurant only. The demised premises shall not be used for any purpose except as expressly permitted hereinabove in this section 6. It shall be Lessee's responsibility to obtain and maintain the proper licenses and permits for the use of the demised premises for Lessee's business at Lessee's expense, and Lessor makes no representation with respect to the existence, availability, or non-availability, of such licenses or permits.

Notwithstanding the foregoing, the demised premises shall not be used for any purpose, in whole or in part, in violation of any law. Lessee agrees and covenants that the demised premises shall be kept open for business, equipped with proper furnishings and fixtures, and staffed by adequate personnel and no nuisance will be permitted on or about the demised premises; Nothing shall be done upon or about the demised premises which shall be unlawful, improper, noisy, offensive, or tend to derogate from the reputation of the Building, or be contrary to any law, ordinance, regulation or requirement of any public authority or insurance inspection or rating bureau or similar organization, or which may be injurious to or adversely affect the quality or tone of the demised premises or the Building; the demised premises will not be overloaded, damaged or defaced; Lessee will not permit the emission of

any objectionable noise or odor from the demised premises, Lessee will procure and employ his best judgment, efforts and abilities to operate the demised premises in a high class and reputable manner; The demised premises will be kept attractive in appearance and appealing to customers; Lessee will not do or suffer to be done, or kept, or omit to do anything in, upon or about the demised premises, which may prevent the obtaining of any insurance on the demised premises or on any property therein, including but without limitation fire, extended coverage, and public liability insurance, or which may make void or voidable any such insurance, or which may create any extra premiums for, or increase in the rate of, any such insurance. If anything shall be done or kept or omitted to be done in, upon or about the demised premises which shall create any extra premiums for or increase the rate of, any such insurance, Lessee will pay the increased cost of the same to Lessor upon demand.

7. Past Due Rent and Additional Rent.

If Lessee shall fail to pay, within seven (7) days of when the same is due and payable, any base rent, additional rent or part thereof, or amounts or charges of the character described, then the Lessee shall pay as further additional rent, \$100.00 for each week such amount remains unpaid and \$100.00 for each week that every subsequent month's base rent, additional rent or part thereof remains unpaid. If any rental payments or payments of other charges due under this lease shall be returned by Lessor's bank unpaid because of insufficient funds or otherwise, Lessee shall pay as additional rent for each such occurrence \$50.00, not as a penalty, but as an approximation of Lessor's expenses.

8. Assignment and Subletting.

A. The Lessee shall not assign or sublet the whole or any part of demised premises nor suffer or permit any other party to occupy same or any part thereof, without the prior written consent of the Lessor in each instance. Lessor's consent to any assignment or sublease shall not be unreasonably withheld, delayed or conditioned, provided that any proposed assignee or sublessee shall reasonably satisfy the Lessor regarding its financial responsibility; and shall conduct a business that is suitable for the building in the reasonable opinion of the Lessor.

B. Subleases and assignments by Lessee shall be subject to the terms of this Lease and the following conditions shall apply; (i) no sublease shall extend beyond the Lease Term; (ii) the Lessee shall remain liable to Lessor for all obligations under this Lease; (iii) the Lessor's consent to one sublease or assignment does not waive the consent requirement for future assignments or subleases; and (iv) for any sublease of a portion of the demised premises to which the Lessor consents, the Lessor shall be entitled to fifty (50%) percent of rent or any other consideration received by Lessee in connection with any assignment or sublease that exceeds the rent or other amounts that Lessee is obligated to pay the Lessor hereunder, net of transaction fees limited to reasonable attorneys' fees and brokerage fees. The Lessee shall reimburse the Lessor for the Lessor's expenses in approving said sublessee or assignee, including but not limited to its reasonable attorneys' fees.

9. Utilities - Maintenance.

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Lessee agrees to supply and to pay for air conditioning, including all costs of operating, servicing and repairing the existing air conditioning unit and any other equipment appurtenant and servicing the demised premises and to pay for all utilities and services rendered or furnished to the demised premises which are separately metered during the term hereof. Lessee shall maintain, repair, and if necessary replace all air conditioning, heating equipment and other equipment which services the demised premises.

The plate glass windows and their sashes and frames, doors and their frames and pipes, wires and conduits located within and exclusively serving the demised premises are expressly the Lessee's responsibility to repair.

Lessee responsible for snow removal side walks at front and back of their rental space.

10. Personal Property.

Lessor shall not be liable to Lessee or those claiming under Lessee for any damage done to or loss of personal property located in the demised premises or damage or loss suffered by the business or occupation of Lessee arising from the bursting of water pipes, overflowing or leaking water, sewers or other pipes or from the heating or plumbing fixtures or from the electrical wiring or from gas or odors or from any other cause whatsoever, unless the same is caused by, or results from the direct negligence or willful acts of the Lessor, or Lessor's contractors, agents or employees.

11. Liability: Insurance: Waiver of Subrogation.

A. Lessee agrees to hold Lessor harmless from any loss, cost or damage with respect to any injury or damage claimed with respect to personal injury, bodily injury, death, or property damage, by any person, firm or corporation as a result of Lessee's use, misuse, occupancy, possession, or unoccupancy of the demised premises.

B. Lessee agrees, at Lessee's own expense, to place and maintain public liability insurance with respect to the use and occupancy of said premises with limits of not less than one million dollars (\$1,000,000.00) for personal injury, bodily injury or death to any person or persons, and not less than two hundred fifty thousand dollars (\$250,000.00) for injuries to property, occurring upon or with respect to the demised premises. Copies or certificates of said insurance policies, shall be delivered to the Lessor annually. Lessee agrees that Lessor shall be named as an additional loss payee on said policy, at Lessee's expense.

C. Lessor and Lessee each hereby waive any and every claim for recovery from the other for any and all loss of or damage to the demised premises, or the real estate of which they are a part, or to the contents thereof, which loss or damage is covered by valid and collectible physical damage insurance policies, to the extent that such loss or damage is recoverable under said insurance policies. Inasmuch as this mutual waiver will preclude the assignment of any such claim by subrogation (or otherwise) to an insurance company (or any other person), Lessor and Lessee each agree to give to each insurance company which has issued, or in the future may issue, to its policies of physical damage insurance, written notice of the terms of this mutual waiver, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waiver.



Lessee's waiver of subrogation as hereinabove set forth shall also run to the benefit of and extend to any mortgagee(s) and ground lessor(s) of Lessor.

12. Waste.

Lessee agrees that the demised premises will be used and occupied in a careful, safe and proper manner and that Lessee will not permit waste therein.

13. Alterations – Lessee's Build Out.

Lessee will not make any structural or non-structural alterations of or upon any part of the demised premises except by and with the written consent of Lessor. Lessor will not unreasonably withhold its consent to non-structural alterations. All alterations and additions to said premises shall remain for the benefit of Lessor and shall become Lessor's property unless otherwise provided in said written consent and Lessee further agrees in the event of making such alterations, to indemnify and save harmless the Lessor from any expenses, liens, claims or damages to persons or property on the demised premises, arising out of or resulting from the undertaking or making of said alterations or additions. Lessee agrees that it will procure all necessary permits before making any repairs, installations, alterations, additions, improvements or removals. Lessee agrees that all repairs, installations, alterations, additions, improvements and removals done by it or anyone claiming under it shall be done in a good and workmanlike manner, that the same shall be done in conformity with all laws, ordinances, and regulations of all public authorities and all insurance inspection or rating bureaus having jurisdiction, that the structure of the demised premises will not be endangered or impaired and the Lessee will repair all damage caused by or resulting from any such repairs, installations, alterations, additions, improvements, or removals, including, but without limitations, the filling of holes. Lessee agrees to pay promptly when due all charges for labor and materials in connection with any work done by Lessee or anyone claiming under lessee upon the demised premises so that the demised premises shall at all times be free of liens. Lessee agrees to save Lessor harmless from, and indemnify Lessor against any and all claims for injury, loss or damage to persons or property caused by or resulting from the doing of any such work. Notwithstanding the above, Lessee's personal property and trade fixtures remain Lessee's property and may be removed by Lessee.

14. Lessor's Repairs.

During the term of this lease, Lessor shall be responsible to repair and maintain the sump pump in good working so long as the Lessee, its employees, customers or guests are not the cause of the damage.

Lessee shall notify Lessor of the need for any "structural repairs" of which the Lessee is aware.

15. Lessee's Repairs.

During the term of this lease, and so long as Lessee remains in occupancy of the demised premises, with the exception of repairs which are Lessor's express responsibility under the provisions of section 14 of this lease and subject to the provisions of section 20 of

this lease, Lessee shall keep, maintain and repair the entire demised premises in as good condition at the commencement date hereof or as it may be put in during the term hereof, damage by fire, casualty, eminent domain proceedings, acts caused by the negligence of the Lessor, its agents, contractors or employees, and reasonable wear and tear only excepted. Without limiting the generality of the foregoing language, and subject to the provisions of section 20 as aforesaid, Lessee shall maintain, repair and replace, the air conditioning system serving the demised premises, plate and other glass, all exterior and interior doors, windows, door sashes and frames, store front, and pipes, wires and conduits exclusively serving the demised premises. Lessee agrees that it will make all non-structural repairs and alterations to the entire demised premises which Lessee is required to maintain as hereinabove provided, or which may be required by laws, ordinances, regulations or requirements of any public authorities having jurisdiction.

16. Surrender.

The demised premises shall be delivered and surrendered to Lessor at the expiration of the term of this lease or any extension thereof or at any other termination of this lease, in as good condition and repair as the same shall be delivered to Lessee at the Commencement Date, or as it may be put in during the term hereof, damage by fire, casualty, eminent domain proceeding, acts caused by the negligence of Lessor, its agents, contractors or employees, repairs, restoration or maintenance which are the obligation of Lessor under any express provision of this lease, and reasonable wear and tear only excepted. At the termination of the term of this lease, however caused, or whenever such termination occurs, the Lessor shall have the election, at the Lessor's option, to require the Lessee to remove all of its alterations, equipment and fixtures, and to repair all damage caused by such removals, all at the expense of the Lessee. If Lessor does not make such election, all of the Lessee's alterations, equipment and fixtures shall be Lessor's property.

Lessee agreed to pay Lessor three (3) months rent when Lessee surrender the lease agreements before expiration of the term of this lease.

17. Inspection.

Lessee agrees to permit Lessor or Lessor's representative to inspect or examine the demised premises at any reasonable time, upon reasonable notice, and in a manner which will not unreasonably interfere with the conduct of Lessee's business (except for emergencies) and to permit Lessor to make such repairs to the building as Lessor may determine necessary for its safety or preservation and which Lessee has not covenanted herein to do or has failed to do.

18. Signs.

Lessee may at Lessee's own risk, and at Lessee's own expense, place and erect signs only in the area of the facade of the Premises and the window, provided that such signs shall conform to the zoning ordinances and sign regulations of the City of Haverhill and any other authority or body having jurisdiction, and that Lessee shall first obtain Lessee's written permission before erecting or placing or changing any signs, which permission Lessor agrees not to unreasonably withhold. Lessee shall maintain any signs in a good state of repair and save Lessor harmless from any loss, cost or damage as the result of the erection, maintenance



or removal of same and shall repair any damage which may have been caused by the erection, maintenance or removal of such signs.

19. Compliance with Laws.

The Lessee acknowledges and agrees that no trade or occupation shall be conducted in the demised premises or use made thereof which will be unlawful, improper, noisy, or offensive, or contrary to any law or any municipal by-law or ordinance in force in the City of Haverhill, or in violation of any of the provisions of this lease, and the Lessee shall not permit any use of the demised premises which would make voidable any insurance on the Premises, or which shall be contrary to any law, or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body. The Lessee shall on demand reimburse the Lessor, for all extra insurance premiums caused by the Lessee's use of the demised premises.

20. Fire, Casualty, Eminent Domain.

A. Fire, Casualty over Threshold Limit; Lessor's Option to Cancel. In the event that the demised premises are damaged by fire or other casualty to the extent that the damage would reasonably cost more than Twenty-Five Thousand (\$25,000.00) dollars to repair or restore, then the Lessor, at the Lessor's election, shall have the right to cancel and terminate this lease by written notice to the Lessee within ninety (90) days of the occurrence of such fire or casualty.

B. Fire, Casualty under Threshold Limit, or Over Threshold Limit and Lessor Elects Not to Cancel.

- (i) In the event that the demised premises are damaged by fire or other casualty to the extent that the damage would reasonably cost Twenty-five Thousand (\$25,000.00) dollars or less to repair or restore, or
- (ii) In the event that the demised premises are damaged by fire or other casualty to the extent that the damage would reasonably cost more than Twenty-five Thousand (\$25,000.00) dollars to repair or restore, but the Lessor elects not to cancel and terminate this lease in accordance with Subsection A of this Section 20, then, and in either of those events, the Lessor shall repair or restore the demised premises to the same condition as was constructed and finished by the Lessee at the time of occupation, within a reasonable time of the fire or casualty, but only to the extent that the Lessor actually receives insurance proceeds sufficient to accomplish such repair or restoration.
- (iii) Lessor agrees that fire and casualty insurance in an amount of at least \$750,000.00 will be maintained on the property of which the demised premises are a part as long as the Lessee remains in occupancy.

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C. Total Eminent Domain Taking. In the event that the entire demised premises are taken by eminent domain, then this lease shall be canceled and terminated as of the date of the taking.

D. Partial Eminent Domain Taking Over Threshold Limit, Lessor's Option to Cancel. In the event that more than ten (10%) percent of the floor area of the demised premises are taken by eminent domain then the Lessor, at the Lessor's election, shall have the right to cancel and terminate this lease by written notice to the Lessee within ninety (90) days of the taking.

E. Partial Eminent Domain Taking under Threshold Limit, or Over Threshold Limit and Lessor Elects Not to Cancel. In the event that (i) less than ten (10%) percent of the floor area of the demised premises are taken by eminent domain, or (ii) more than ten (10%) percent of the floor area of the demised premises are taken and the Lessor does not elect to cancel and terminate this lease, then, and in any of the foregoing events, the Lessor shall repair or restore what remains of the demised premises to a condition substantially suitable for their intended use, within a reasonable time of the eminent domain taking, but only to the extent that the Lessor actually receives eminent domain proceeds. If the provisions of this Subsection E are operable but what remains of the demised premises cannot in Lessor's reasonable judgment reasonably be repaired or restored to a condition substantially suitable for their intended use within a reasonable time of their taking, then, and in that event, the Lessor shall (in addition to the Lessor's other rights set forth in this Section 20) have the right to cancel and terminate this lease within a reasonable time after Lessor makes the determination that what remains of the demised premises cannot reasonably be repaired or restored to a condition substantially suitable for their intended use within a reasonable time of the taking.

F. The obligation of the Lessor under any of the provisions of this Section 20 under which the Lessor is obligated to repair and restore shall be applicable only with respect to that portion of insurance or eminent domain proceeds which are actually paid over to the Lessor, and the Lessor shall have no liability for any amounts in excess thereof. The parties understand and contemplate that recovery of insurance or eminent domain proceeds customarily is accomplished only after extended delays. The Lessor shall have no responsibility with respect to any portions of insurance or eminent domain proceeds that may be applied by any mortgagee or ground lessor to its debt or to such ground lease, or for such reasonable compensation as may be paid to insurance adjusters and attorneys.

G. In the event that the Lessor cancels and terminates this lease under any of the provision of this Section 20, then this lease and the term hereof shall be deemed canceled and terminated as of the applicable date of said cancellation and termination, but the Lessee shall remain fully liable to the Lessor for any rent, additional rent or other sums or charges owed by the Lessee to the Lessor which accrued prior to the date of the cancellation and termination.

H. INTENTIONALLY SELETED.

I. If this lease is not terminated as aforesaid, and if the fire, casualty or taking renders the demised premises substantially unsuitable for their intended use, a just and

proportionate abatement of rent shall be made until such time as the premises are repaired or restored to a condition substantially suitable for their intended use. 11 700835.1

J. Wherever the Lessor is required to repair or restore, the Lessor shall, after receipt of the insurance or eminent domain taking proceeds (and in no event prior thereto), have a reasonable time (subject to the provisions of Section 29) to do so.

K. Lessor reserves to itself, and Lessee assigns to Lessor, all rights to damages accruing on account of any appropriation by eminent domain or by reason of any action of public authority for which damages are payable. Lessee agrees to execute such instruments of assignment as may be reasonably required by Lessor in any petition for the recovery of such damages if requested by Lessor and to turn over to Lessor any damages that may be recovered in any such proceeding. It is agreed and understood, that Lessor does not reserve to itself and Lessee does not assign to Lessor, any damages specifically awarded by the taking body for trade fixtures installed by Lessee at its own cost and expense provided that such claim does not diminish Lessor's award. Notwithstanding anything contained in this lease to the contrary, all damages in the event of any condemnation shall belong to Lessor whether such damages are awarded as compensation for the diminution in value of the leasehold or to the fee of the demised premises, except only with respect to Lessee's trade fixtures as set forth in the immediately preceding sentence.

L. Notwithstanding anything to the contrary in this Lease including but not limited to any delays in collecting or insufficiencies in amounts of insurance or taking proceeds, in the event a fire, casualty or taking renders the demised premises substantially unsuitable for its intended use, Tenant may elect to terminate this Lease if Lessor fails to restore the Leased Premises to a condition substantially suitable for its intended use within six (6) months after said fire, casualty or taking.

22. Defaults.

In the event of the occurrence at any time of any of the following events of default:

A. If any payment of base rent or additional rent, or any part thereof, shall at any time be more than seven (7) days in arrears and unpaid, or if

B. Lessee shall default in the observance or performance of any other of the Lessee's covenants, agreements or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof (provided, however, that in connection with a default which cannot reasonably be cured with due diligence within said thirty (30) day period, the period within which to cure the same shall be extended for such time as may reasonably be necessary to cure the same with due diligence, so long as Lessee promptly commences to cure the same, and proceeds diligently to cure the same, and does cure the same), or if

C. Lessee shall make an assignment for the benefit of creditors, or if

D. the interest of Lessee in the demised premises shall be sold under execution or other process, or if

E. Lessee shall be adjudicated a bankrupt, or if

F. Lessee shall file a petition under any chapter or provision of the National Bankruptcy Act or any other state or Federal law for the relief or rehabilitation of debtors, or if

G. a petition under any chapter or provision of the National Bankruptcy Act or any other state or Federal law for the relief or rehabilitation of debtors is filed against Lessee and the same is not dismissed within thirty (30) days of such filing, or if

H. a receiver shall be appointed for Lessee by any court and shall not be dismissed within thirty (30) days of such appointment, THEN and in any of the foregoing cases, and notwithstanding any license or waiver of any prior breach of any of the terms, conditions, covenants, obligations or agreements hereunder, the Lessor, at the Lessor's option, without the necessity or requirement of making any entry may terminate the term of this lease, by a five (5) day written notice to the Lessee in which event the term of this lease shall terminate at the end of such five (5) day period, unless the Lessee has cured the default within such five (5) day period, without prejudice to any other rights and remedies of the Lessor.

In addition to the remedies provided above, the Lessor may, at its option, in the event of any of the occurrences described in this section, and after notice, if any, as provided for therein, or as may be required by law, if any, re-enter and take possession of the demised premises without terminating this lease and re-let the demised premises, or any part thereof, for such term or terms and at such rental or rentals and upon such conditions as Lessor in the sole discretion of Lessor deems advisable, and may apply the rentals received from such re-letting as follows:

(a) First, to the payment of any indebtedness other than rent, due hereunder from Lessee to Lessor;

(b) Second, to the payment of rent due and unpaid hereunder;

(c) Third, to the payment of the costs of regaining possession of said premises, and of the costs of re-letting (such broker's commission to be pro rated to that portion of the re-letting term as falls within the remaining term hereof) and any alterations and repairs to the premises in connection therewith; and

(d) Fourth, the residue, if any, to be held by Lessor and applied in payment of future rent as the same may become due and payable hereunder.

Should any deficiency in the payments due and payable hereunder exist, then Lessee shall, after such application, pay such deficiency to Lessor, such deficiency to be calculated and paid monthly.

The Lessee covenants and agrees that in addition to the remedies of the Lessor set forth hereinabove, and not in substitution therefore, in case of any termination of this lease by reason of the default of the Lessee, then at the option of the Lessor, the Lessee covenants that it will furthermore indemnify the Lessor from and against any loss and damage sustained by

reason of any termination caused by the default of, or the breach by, the Lessee. Lessor's damages hereunder shall include, but shall not be limited to, any loss of rents, accrued but unpaid prior to termination, future rents, reasonable broker's commissions for the re-letting of the demised premises (such broker's commission to be pro rated to that portion of the re-letting term as falls within the remaining term hereof), advertising costs, the reasonable costs incurred in altering and repairing the premises in order to re-let the same, moving and storage charges incurred by Lessor in moving Lessee's belongings pursuant to eviction proceedings, legal costs and reasonable attorney's fees incurred by the Lessor in collecting any damages hereunder or in obtaining possession of the demised premises by summary process or otherwise. Lessee further covenants and agrees that if Lessor shall remove Lessee's goods or effects, pursuant to the terms hereof or of any court order, Lessor shall not be liable or responsible for any loss of or damage to Lessee's goods or effects and the Lessor's act of so removing such goods or effects shall be deemed to be the act of and for the account of Lessee.

23. Subordination.

This lease shall at the option of the Lessor at all times be subject and subordinate to any and all mortgages, senior, junior, wrap around and other, and ground leases, and any other instruments in the nature of a mortgage or ground lease which now or at any time hereafter, are or become a lien or liens on the property of which the demised premises are a part, and the Lessee agrees that at any time and from time to time during the term of this lease, Lessee will, upon the request of Lessor, execute, seal, acknowledge and deliver to Lessor any and all instruments required by Lessor or any mortgagee or mortgagees, or ground Lessor or ground Lessors, of Lessor, subordinating this lease to any mortgage, or mortgages, or ground lease, or ground leases, at any time and from time to time, provided that, as to any future mortgagee(s) or ground lessor(s), Lessor uses reasonable efforts to obtain a non-disturbance agreement from such future mortgagee(s) or ground lessor(s), which non-disturbance agreement shall provide in substance that so long as Lessee pays the base rent and additional rent, and performs all of its agreements, covenants and obligations hereunder, such mortgagee(s) or ground lessor(s) will not dispossess Lessee as the result of any proceeding against Lessor which results from Lessor's default on such mortgage or ground lease.

24. Statements.

The Lessee agrees at any time and from time to time, upon not less than ten (10) days prior written notice by the Lessor, to execute, acknowledge and deliver to the Lessor, a statement, in writing, certifying that this lease is unmodified and in full force and effect (or if there have been modifications, that the same are still in full force and effect as modified, and stating the modifications) and the dates to which the rent and other charges have been paid, and the particular facts which concern any known existing default in this lease. The Lessee is aware that potential purchasers and mortgagees of the Building will rely upon such statements.

25. Notices.

All notices required hereunder shall be in writing and shall be mailed by certified or registered mail return receipt requested, or may be mailed via a recognized overnight mail service, or may be delivered by constable, addressed to Lessor and Lessee as follows: if to Lessor: Diamond Plaza Realty, LLC, 400 Nantasket Ave., Hull, MA 02045; if to Lessee:

Raff's Café, c/o Mr. Ruben David Apellani and Cesar Francisco Varas, 620 Primrose Street, Suite 5, Haverhill, MA 01830; or at such other address as either party may notify the other party by such notice.

26. Liability.

Notwithstanding any provision of law, custom or usage to the contrary, it is expressly understood and agreed that Lessee shall look solely to Lessor's interest in the real estate which constitutes the Building of which the demised premises are a part for the recovery of any judgment or claim from the Lessor, it being specifically understood and agreed that the manager and members of the Lessor, and their successors and assigns, shall never be personally or individually bound or liable to anyone (including but not limited to the Lessee or its successors and assigns) under any term, condition, covenant, obligation or agreement expressed or implied in this lease, or for any claim of damage or cause at law or in equity arising out of, or in connection with this lease or the demised premises. The Lessee, for itself and its successors and assigns, agrees to look only to the Lessor's interest in the real estate which constitutes the Building of which the demised premises are a part for the recovery of any claim or judgment against Lessor, and never to any manager or member of the Lessor, or their successors or assigns.

27. Trash Removal.

The Lessee agrees to provide suitable, secure waste and garbage receptacles, at the Lessee's expense at a precise location to be determined by Lessor, and the Lessee shall be responsible at the Lessee's expense for the prompt removal of the contents thereof and the maintenance of said receptacles and of the surrounding area, in a clean and sanitary condition, and to do so in compliance with all applicable laws and regulations. If said receptacles or the surrounding area are not maintained in a clean and sanitary manner the Lessor, at the Lessor's option, may have the area cleaned, the receptacles maintained and the Lessee shall promptly pay all such costs, including the costs of the Lessor's supervision, as additional rent.

28. Miscellaneous.

a. The word "Lessor" and "Lessee" and the pronouns referring thereto, as used in this lease, shall mean, where the context requires or admits, the persons named herein as Lessor and as Lessee, respectively, and their respective heirs, legal representatives, successors and assigns (limited, however, by the provisions herein expressed to the contrary), irrespective of whether singular or plural, masculine, feminine or neuter.

b. Except as hereinafter and in section 26 provided otherwise, the agreements and conditions in this Lease contained on the part of either party to be performed and observed shall be binding upon said party and its heirs, legal representatives, successors and assigns and shall inure to the benefit of the other party and its heirs, legal representatives, successors and assigns.

c. The word "Lessor" as used herein means only the owner for the time being of Lessor's interest in this lease, that is, in the event of any transfer of Lessor's interest in this lease, the transferor shall cease to be liable, and shall be released from all liability for the

performance or observance of any agreements or observances of any agreements or conditions on the part of Lessor to be performed or observed subsequent to the time of said transfer. Notwithstanding anything to the contrary herein, only if Lessor pays over the then balance of the security deposit, if applicable, to any successor to Lessor's interest hereunder, will Lessee look solely to such successor for the proper application and repayment of the deposit.

29. Delays, Force Majeure.

In any case where the Lessor or the Lessee (except for the payment of base rent or additional rent) is required to do any act, delays caused by or resulting from acts of God, war, civil commotion, fire or other casualty, labor difficulties, shortages of labor, materials or equipment, government regulations, or any other causes beyond the Lessor's or Lessee's reasonable control shall not be counted in determining the time during which such work shall be completed, whether such time be designated by a fixed date, a fixed time, or a "reasonable time." In any case where work is to be paid for out of insurance proceeds or condemnation awards, due allowance shall be made, both to the party required to perform such work and to the party required to make such payment, for delays in the collection of such proceeds and awards.

30. Access.

The Lessor shall have the right to enter upon the demised premises or any part thereof without charge at any time and from time to time with reasonable notice to the Lessee (except in cases of emergency) to inspect same, to show the demised premises to prospective purchasers or tenants, to make or facilitate any repairs, alterations, additions or improvements to the demised premises or any part of the Building and Lessee shall not be entitled to any abatement or reduction of rent or damages by reason of any of the foregoing. For the period commencing four (4) months prior to the expiration of the term of this lease, the Lessor may maintain "For Rent" signs on the front or any part of the exterior of the demised premises.

31. Rules and Regulations.

Lessee will observe and comply with and will cause its subtenants and its and their employees and agents, to observe and comply with reasonable Building rules and regulations from time to time as promulgated by Lessor for the benefit and prosperity of the Building.

32. Opening.

The opening of the demised premises by Lessee for its business shall constitute an acknowledgment by Lessee that the demised premises are in the condition required to be in by this lease and that the Lessor has performed the construction required of Lessor, if any.

33. Real Estate Brokerage.

The Lessee represents and warrants to the Lessor that it has not been introduced to the Lessor, or to the Building, or to the demised premises by any real estate broker or anyone else who might be entitled to claim a real estate brokerage commission or finder's fee except for J&J Realty Group, and the Lessee shall and hereby does indemnify the Lessor and hold

the Lessor harmless from and against any claims by other real estate brokers or finders for real estate brokerage commissions or finder's fees which result from any breach of the foregoing representations and warranties by Lessee.

34. Prior Representations.

The parties acknowledge that in the course of negotiating this lease, they and their respective representatives, if any, have gradually reached agreement on the terms set forth in this instrument. The parties acknowledge that none of the prior oral and written agreements between them, if any, and none of the representations on which either of them has relied, relating to the subject matter of this lease shall have any force or effect whatever, except as and to the extent that such agreements and representations have been incorporated in this lease. This lease shall not be binding unless and until actually signed by the named Lessor and delivered to the Lessee.

35. Inspection.

The Lessee has examined the demised premises and is familiar with and knows the condition thereof and relying solely upon such examination agrees to take and accept the demised premises in its present condition.

36. Lessee's Insurance.

If Lessee does not insure its property, merchandise and goods against fire, wind storm, intrusion of water and other causes, Lessee alone shall bear the risk of damage.

37. Security Deposit.

Simultaneously with the execution of this Lease, the Lessee has placed a non-interest bearing security deposit with the Lessor in the amount Four Thousand ---00/100 Dollars (\$2,500.00). The purpose of this deposit is to guarantee the full, prompt and faithful performance by the Lessee of all of the terms and conditions of this Lease, including but not limited to the payment of base rent, additional rent and other charges. In the event of any default by the Lessee, said security deposit or any part thereof may be used to pay any such payment or perform any obligations of the Lessee, and the Lessee shall immediately replace the amount of the security deposit so used. Upon an increase in base rent during any extended term of this lease, Lessee shall make such additional deposits as are necessary so that the security deposit shall at all times be equal to the sum of one month' base rent. Said security deposit may be co-mingled with the Lessor's other funds and need not be kept in a separate account. Said security deposit shall not be deemed to be base rent or additional rent.

38. Sales Taxes.

The Lessee shall pay any and all sales and/or use taxes assessed by any governmental or quasi-governmental body on the rentals under this Lease.

39. Paragraph Heading.

The paragraph headings contained herein are inserted only for convenience and are not to be construed as a part of this lease nor shall such paragraph headings be used in construing the intention of the parties to this lease.

40. Entire Agreement.

This lease, together with the exhibits hereto, contains all of the agreements between the parties hereto with respect to the demised premises and may not be modified or amended except by written instrument signed by Lessor and Lessee.

41. Waiver.

The waiver of one breach of any term, condition, covenant, obligation or agreement of this lease shall not be considered to be a waiver of that or any other term, condition, covenant, obligation or agreement or of any subsequent breach thereof.

42. Severability.

If any provision of this lease or a portion of such provision or the application thereof to any persons or circumstances is held invalid, the remainder of the lease (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby.

43. Cumulative Remedies.

The rights and remedies of the Lessor under this lease shall be cumulative and in addition to any other rights given to the Lessor by law, and the exercise of any right or remedy by the Lessor shall not impair the Lessor's right to any other remedy.

44. Licenses and Permits.

The Lessee, at the Lessee's initiative and at the Lessee's expense shall apply for all licenses that the Lessee needs to operate its intended use in the demised premises.

45. Pest Control.

Lessee shall enter into an annual pest control contract with a reputable pest control company, providing for pest extermination in the demised premises on a monthly basis. Lessee shall provide Lessor with a copy of a current pest control contract at all times during the Term or any Extended Terms of this Lease.

46. Venue and Choice of Laws.

This Lease shall be governed and construed exclusively under the laws of the Commonwealth of Massachusetts, and venue for any dispute related to this Lease shall be proper only in the state courts of the Commonwealth of Massachusetts.

47. Option to Renew.

W

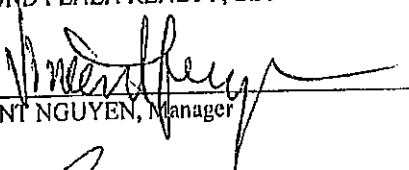
PROVIDED, that Lessee mails written notice addressed to Lessor prior to six (6) months to the expiration of the initial term of this Lease and if the Lease is extended ("extended term") its extended term and it is not in default of any of the provisions of this Lease it is hereby agreed that the Lessee shall have the options to renew and extend the terms of this Lease for one terms of five (5) years on the same terms and conditions as the initial term. The base rent for the extended terms shall be at the fair market rent for comparable space as determined by Lessor with the exception that the base and additional rents will not be less than the base and additional rents of either the initial or extended term nor more than 15% increase of the base and additional rents of the initial or extended term. If the Lessee elects to extend the terms hereunder then the Lessee shall reimburse the Lessor for the Lessor's expenses including but not limited to its reasonable attorneys' fees.

48. Waiver of Jury Trial


THE LESSEE AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS LEASE OR THE RELATIONSHIP BETWEEN THE PARTIES THAT IS TRIABLE OF RIGHT BY JURY AND WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this lease as an instrument under seal on the day and date first written above.

LESSOR:
DIAMOND PLAZA REALTY, LLC

By: 
VINCENT NGUYEN, Manager

LESSEE:


RUBEN DAVID APELLANIZ


CESAR FRANCISCO VARAS

RENTAL APPLICATION

Neatly complete all information below. All other applicants over the age of 18 must complete and sign their own application.

Primary Applicant Cesar F. Vaz Phone # 978-780-1268 DOB 11-26-86

Social Security # 217-436633 Drivers License # _____ State _____ Exp. _____

Current Address 92 Kxter St Apt 1 City Aurora State MA Zip 01843

Current Landlords Name _____ Phone # _____

How long at this address _____ Reason for leaving _____

Previous Address _____ City _____ State _____ Zip _____

Previous Landlords name _____ Phone # _____

How long at this address _____ Reason for leaving _____

Auto Yr. _____ Make _____ Model _____ State/License plate # _____

Present Employer _____ Position _____ Phone # _____

Employers Address _____ City _____ State _____ Zip _____

Phone # _____ How long at this job _____ Mo Income _____

Other Income/sources _____

Co-applicant Ruben David Dellar DOB 6-20-82

Social Security # 106-66-7958 Drivers License # _____ State MA Exp. _____

Present Employer _____ Position _____ Phone # _____

Employers Address _____ City _____ State _____ Zip _____

Phone # _____ How long at this job _____ Mo Income _____

Other Income/sources _____

Number and type of pets _____ Have either of you ever been party to an eviction? ☐ Yes ☐ No

Total number of adults _____ Total number of children living with you under the age of 18 _____

Names and relations of all other applicants _____

I CERTIFY that answers given herein are true and complete to the best of my knowledge. I authorize investigation of all statements contained in this application for tenant screening as may be necessary in arriving at a tenant decision. I understand that the landlord may terminate any rental agreement entered into for any misrepresentation made above.

Signature _____ Date 6-11-24

Signature _____ Date _____

Business Bill of Sale (Purchase Agreement)

- I. **The Parties.** This document was signed on the 11 day of June, 2024 between Ruben David Apellaniz and Cesar Francisco Varas with a street address of 92 Exeter St. City of Lawrence, State of Massachusetts (Hereinafter known as the "Buyer") and Vincent Nguyen with a street address of 400 Nantasket Ave. City of Hull, State of Massachusetts (Hereinafter known as the "Seller").
- II. **The Business.** Seller acknowledges they have the right to sell the business entity known as Raff's Café & Restaurant in the State of Massachusetts with a principal office located at 620 Primrose St. Unit 5 City of Haverhill, State of Massachusetts along with all it's assets, shares, ownership interest, personal property, employees, leases, contracts, trademarks, copyrights, and any other tangible or intangible interest (Hereinafter known as the "Business").
- III. **Purchase Price.** The Buyer and Seller agree to a purchase price of Thirty Thousand (\$30,000.00) (US Dollars) to be acceptable for the sale of the Business. The Buyer agrees to make twenty-four (24) payments, which \$1,250.00 (One thousand two hundred and fifty) per month. Payment start on the day of the transfer of the Business known as the 1st day of July, 2024. Before, during, and after the sale, the Seller agrees to do everything in their power to educate the Buyer about the practice of the Business.

Buyer Signature

Date 06/11/24

Print Cesar Varas

Buyer Signature

Date 06/11/24

Print Ruben David Apellaniz

Seller Signature

Date 06/11/24

Print Vincent Nguyen

CITY OF HAVERHILL ALCOHOL APPLICATION

APPLICANT (INDIVIDUAL, CORPORATE OR LLC/LLP NAME): _____

Big Dawg's Eatery LLC

APPLICANT'S D/B/A: _____
Big Dawg's Eatery

APPLICANT'S ADDRESS: _____
75 South Main Street Haverhill, MA 01835

APPLICANT'S TELEPHONE NUMBER: _____
978-994-1263

CONTACT PERSON: _____
Robert J Lapierre

TELEPHONE NUMBER: _____
978-994-1263

E-MAIL: _____
rlapierre@ymail.com

MAILING ADDRESS: _____
49 Ferry Road Haverhill, MA 01835

.....

TYPE OF LICENSE:

SECTION 12 – RESTAURANT/GENERAL ON PREMISES/CLUB/VETERANS
CLUB/HOTEL/CONTINUING CARE RETIREMENT COMMUNITY/HOTEL/FARMER SERIES POURING
PERMIT (CIRCLE ONE) – NEW _____ TRANSFER _____

ALL ALCOHOL X WINES AND MALT _____ WINES, MALT AND CORDIALS _____

SECTION 15 – PACKAGE STORE – NEW (CURRENTLY UNAVAILABLE) TRANSFER _____

ALL ALCOHOL _____ WINES AND MALT _____ WINES, MALT AND CORDIALS _____

LOCATION OF ESTABLISHMENT: _____
75 South Main Street Haverhill, MA 01835

APPLICATION FEE: \$200.00 X ADVERTISEMENT FEE: \$150.00 X

HOURS OF OPERATION:

	OPEN:	CLOSE:
SUNDAY:	<u>9</u>	<u>9</u>
MONDAY:	<u>9</u>	<u>11</u>
TUESDAY:	<u>9</u>	<u>11</u>
WEDNESDAY:	<u>9</u>	<u>11</u>
THURSDAY:	<u>9</u>	<u>11</u>
FRIDAY:	<u>9</u>	<u>11</u>
SATURDAY:	<u>9</u>	<u>11</u>

YOUR RECEIPT >>

**Please
include the
payment
receipt with
your
application.
Thank you.**

Paid To

Name: Massachusetts Alcoholic Beverages Control Commission - Retail
Address 1: 95 Fourth Street, Suite 3
City: Chelsea
State: Massachusetts
Zip: 02150

Payment On Behalf Of

First Name: Robert Last Name: Lapierre
Address 1: 49 Ferry Rd
City: Haverhill State/Territory: MA Zip: 01835
Phone: (978) 994-1263

Description	ID	Service Fee	Amount
FILING FEES-RETAIL	Bradford Village Square LLC	\$4.70	\$200.00

Receipt Date: 6/13/2024 7:39:32 AM EDT
Invoice Number: 78aa7708-1129-4ca4-
8882-9948897df8aa

Total Amount Paid: \$204.70

Billing Information

First Name Robert
Last Name Lapierre
Address 1 48 Ferry Rd
City HAVERHILL
State/Territory MA
Zip 01835

Credit / Debit Card Information

Card Type MasterCard
Card Number *****2984

Email rlapierre@ymail.com

IMPORTANT INFORMATION >>

Please verify the information shown above. Your payment has been submitted to the location listed above.



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

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM

APPLICATION FOR A NEW LICENSE

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

ECRT CODE: RETA

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

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

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

ENTITY/LICENSEE NAME Big Dawg's Eatery, LLC

ADDRESS 75 South Main Street

CITY/TOWN Haverhill

STATE MA

ZIP CODE 01835

For the following transactions (Check all that apply):

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

THE LOCAL LICENSING AUTHORITY MUST SUBMIT THIS APPLICATION ONCE APPROVED VIA THE ePLACE PORTAL:

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



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

APPLICATION FOR A NEW LICENSE

Municipality

1. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES **TYPE** **CATEGORY** **CLASS**

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

Restaurant and bar

Is this license application pursuant to special legislation?

☐ Yes ☒ No

Chapter

Acts of

2. BUSINESS ENTITY INFORMATION

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

Entity Name

FEIN

DBA

Manager of Record

Street Address

Phone

Email

Alternative Phone

Website

3. DESCRIPTION OF PREMISES

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

A one story building with basement. Approximately 2864 square feet. Five rooms consisting of the main restaurant area or room 1, Kitchen area room 2, Dishwashing room 3, dry storage room 4 and a storage with walkin cooler room 5. Basement to house draft cooler.

Total Square Footage:

Number of Entrances:

Seating Capacity:

Number of Floors

Number of Exits:

Occupancy Number:

4. APPLICATION CONTACT

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

Name:

Phone:

Title:

Email:

APPLICATION FOR A NEW LICENSE

5. CORPORATE STRUCTURE

Entity Legal Structure	LLC	Date of Incorporation	6-14-24
State of Incorporation	Massachusetts	Is the Corporation publicly traded? <input type="radio"/> Yes <input checked="" type="radio"/> No	

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

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

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

Name of Principal	Residential Address	SSN	DOB
Robert J Lapierre	49 Ferry Road	[REDACTED]	[REDACTED]
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
Manager	100	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
<div style="display: flex; justify-content: space-between;"> <div>MA Resident</div> <div><input checked="" type="radio"/> Yes <input type="radio"/> No</div> </div>			

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
<div style="display: flex; justify-content: space-between;"> <div>MA Resident</div> <div><input type="radio"/> Yes <input type="radio"/> No</div> </div>			

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
<div style="display: flex; justify-content: space-between;"> <div>MA Resident</div> <div><input type="radio"/> Yes <input type="radio"/> No</div> </div>			

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
<div style="display: flex; justify-content: space-between;"> <div>MA Resident</div> <div><input type="radio"/> Yes <input type="radio"/> No</div> </div>			

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
<div style="display: flex; justify-content: space-between;"> <div>MA Resident</div> <div><input type="radio"/> Yes <input type="radio"/> No</div> </div>			

Additional pages attached? ☐ Yes ☒ No

CRIMINAL HISTORY

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

☐ Yes ☒ No

APPLICATION FOR A NEW LICENSE

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	Municipality
Bradford Village Square, LLC	Alcoholic Beverages	Common Victualler's License	Haverhill

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	Municipality
Bosco Cinema Pub, INC	Alcoholic Beverages	Common Victualler's License	Merrimack

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

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

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

7. OCCUPANCY OF PREMISES

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

- If the applicant entity owns the premises, a deed is required.
- If leasing or renting the premises, a signed copy of the lease is required.
- If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.
- If the real estate and business are owned by the same individuals listed in question 6, either individually or through separate business entities, a signed copy of a lease between the two entities is required.

Please indicate by what means the applicant will occupy the premises

Lease

Landlord Name

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date

Rent per Month

Lease Ending Date

Rent per Year

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

☐ Yes ☒ No

APPLICATION FOR A NEW LICENSE

8. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	
B. Purchase Price for Business Assets	
C. Other * (Please specify below)	\$7500
D. Total Cost	\$7500

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

SOURCE OF CASH CONTRIBUTION

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

Name of Contributor	Amount of Contribution
GDX Realty Trust, Robert J Lapierre Trustee	\$7500
Total:	\$7500

SOURCE OF FINANCING

Please provide signed financing documentation.

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

FINANCIAL INFORMATION

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

9. PLEDGE INFORMATION

Please provide signed pledge documentation.

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

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

To whom is the pledge being made?

10. MANAGER APPLICATION

A. MANAGER INFORMATION

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

Proposed Manager Name Robert J Lapierre

Date of Birth

SSN

Residential Address

49 Ferry Road Haverhill, MA 01835

Email

rlapierre@ymail.com

Phone

978-994-1263

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

60

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?*

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

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

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

☐ Yes ☒ No

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

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

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

Start Date	End Date	Position	Employer	Supervisor Name
10/17/22		Manager	Bradford Village Square, LLC	Bob Lapierre
5/15/04		Real Estate Broker	GDX Realty Trust	Bob Lapierre

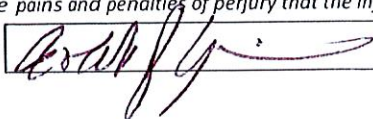
D. PRIOR DISCIPLINARY ACTION

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

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

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

Manager's Signature



Date

7-8-24

11. MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement?

☐ Yes ☒ No

If yes, please fill out section 11.

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

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

11A. MANAGEMENT ENTITY

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

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

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?

☐ Yes ☐ No

If yes, attach an affidavit providing the details of any and all convictions.

11B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES

LICENSE

Does any individual or entity identified in question 11A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

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

Name	License Type	License Name	Municipality

11C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 11A, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held?

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

Name	License Type	License Name	Municipality

11D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

Has any individual or entity identified in question 11A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

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

Licensee Name	License Type	Municipality	Date(s) of Agreement

11E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Has any of the disclosed licenses listed in questions in section 11B, 11C, 11D ever been suspended, revoked or cancelled?

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

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

11F. TERMS OF AGREEMENT

- a. Does the agreement provide for termination by the licensee? Yes ☐ No ☐
b. Will the licensee retain control of the business finances? Yes ☐ No ☐
c. Does the management entity handle the payroll for the business? Yes ☐ No ☐

d. Management Term Begin Date e. Management Term End Date

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

- ☐ \$ per month/year (indicate amount)
☐ % of alcohol sales (indicate percentage)
☐ % of overall sales (indicate percentage)
☐ other (please explain)

ABCC Licensee Officer/LLC Manager

Signature:
Title:
Date:

Management Agreement Entity Officer/LLC Manager

Signature:
Title:
Date:

ADDITIONAL INFORMATION

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

APPLICANT'S STATEMENT

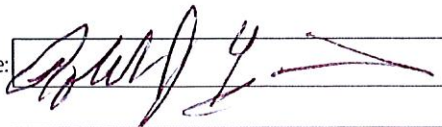
I, Robert J Lapierre the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☒ LLC/LLP manager
Authorized Signatory

of Big Dawg's Eatery LLC
Name of the Entity/Corporation

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

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

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature: 
Title: Manager

Date: 6/15/24 7-8-24

ENTITY VOTE

The Board of Directors or LLC Managers of

Big Dawg's Eatery, LLC

Entity Name

duly voted to apply to the Licensing Authority of

Haverhill

City/Town

and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

6/14/24

Date of Meeting

For the following transactions (Check all that apply):

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

"VOTED: To authorize

ROBERT J LAPIERRE

Name of Person

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

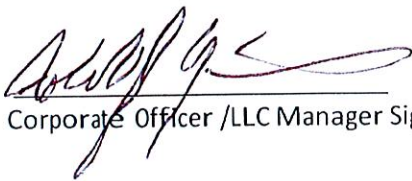
"VOTED: To appoint

Robert J Lapierre

Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest,



Corporate Officer /LLC Manager Signature

Robert J Lapierre, Manager

(Print Name)

For Corporations ONLY

A true copy attest,

Corporation Clerk's Signature

(Print Name)

ADDENDUM A

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

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

Entity Name

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CRIMINAL HISTORY

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

☐ Yes ☐ No

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, HAVERHILL, MA 01835 USA Country:		
The name and address of the Resident Agent: Name: ROBERT LAPIERRE Address: 49 FERRY ROAD City or town, State, Zip code, HAVERHILL, MA 01835 USA Country:		
The name and business address of each Manager:		
Title	Individual name	Address
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:		
Title	Individual name	Address
The name and business address of the person(s) authorized to execute, acknowledge, deliver, and record any recordable instrument purporting to affect an interest in real property:		
Title	Individual name	Address

Consent	Confidential Data	Merger Allowed	Manufacturing
View filings for this business entity:			
<div>ALL FILINGS</div> <div>Annual Report</div> <div>Annual Report - Professional</div> <div>Articles of Entity Conversion</div> <div>Certificate of Amendment</div> <div>Certificate of Consolidation</div>			
<div>View filings</div>			
Comments or notes associated with this business entity:			
<div></div>			

New search



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

DEBORAH B. GOLDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
CHAIRMAN

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

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>		LICENSEE NAME:	Big Dawg's Eatery LLC	CITY/TOWN:	Haverhill
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APPLICANT INFORMATION

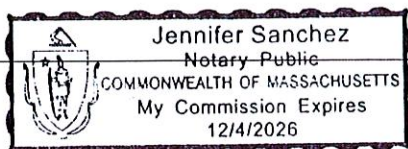
LAST NAME:	Lapierre	FIRST NAME:	Robert	MIDDLE NAME:	Joseph
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:	Haverhill, MA		
DATE OF BIRTH:		SSN:		ID THEFT INDEX PIN (IF APPLICABLE):	
MOTHER'S MAIDEN NAME:	Lambert	DRIVER'S LICENSE #:		STATE LIC. ISSUED:	Massachusetts
GENDER:	MALE	HEIGHT:	5' 11"	WEIGHT:	265
				EYE COLOR:	Blue
CURRENT ADDRESS:	49 Ferry Road				
CITY/TOWN:	Haverhill	STATE:	MA	ZIP:	01835
FORMER ADDRESS:	76 Talmuth Avenue				
CITY/TOWN:	Haverhill	STATE:	MA	ZIP:	01832

PRINT AND SIGN

PRINTED NAME:	Robert J Lapierre	APPLICANT/EMPLOYEE SIGNATURE:	
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NOTARY INFORMATION

On this	July 11, 2024	before me, the undersigned notary public, personally appeared	Robert Lapierre
(name of document signer), proved to me through satisfactory evidence of identification, which were		Personal knowledge	
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.			
		 NOTARY	



DIVISION USE ONLY

REQUESTED BY:	
SIGNATURE OF CORI AUTHORIZED EMPLOYEE	

The DCJ Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCJ. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCJ1 via mail or by fax to (617) 660-4614.

The Commonwealth of Massachusetts

CT 6279105



Commonwealth of Massachusetts

CERTIFICATE OF BIRTH

City of Haverhill July 11 2024

Robert Joseph Lapierre

Date of Birth

Number 33 Sex M Condition -- Color --

Place of Birth Haverhill

Father George O Lapierre

Full Name of Mother Lorraine Lambert Lapierre

Residence of Parents 9 Ninth av

Occupation of Father Tool Maker

Occupation of Mother --

Birthplace of Father Haverhill

Birthplace of Mother Groveland

Date of Record Jan 17 1950

I, Kaitlin M. Wright hereby certify that I am the City Clerk of the City of Haverhill; that as such I have custody of the records of births required by law to be kept in my office; I do hereby certify that the above is a true copy from said records.

WITNESS my hand and seal of the said City on the day and year first above written.



Kaitlin M. Wright

City Clerk

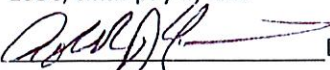
LOAN AGREEMENT

May 1st, 2024

GDX Realty Trust, Robert J Lapierre, Trustee (Lender)
49 Ferry Road Haverhill, MA 01835.

Big Dawg's Eatery, LLC, Robert J Lapierre, Manager (Borrower)
49 Ferry Road Haverhill, MA 01835

Lender agrees to loan and the borrower agrees to borrow the sum of Seventy-Five Hundred Dollar (\$7,500.00) for a period of 5 year at 0 percent interest. Payments of \$1500 per year to begin January 1, 2030, until pay in full.

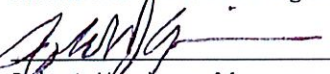
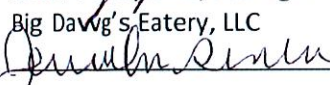
 Date July 4, 2024
Robert J Lapierre, Trustee
GDX Realty Trust

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

July __, 2024

On this 11th day of July, 2024, before me, the undersigned notary public, personally appeared Robert J. Lapierre, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that he signed it voluntarily for the stated purpose as Trustee of GDX Realty Trust.

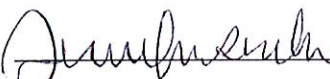
 Date July 4, 2024
Robert J Lapierre, Manager
Big Dawg's Eatery, LLC
 Notary Public
My Commission Expires 12/4/2026

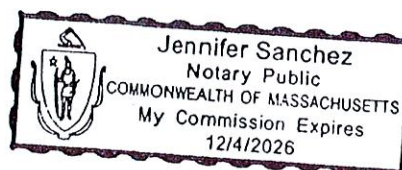
COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

July 1, 2024

On this 11th day of July, 2024, before me, the undersigned notary public, personally appeared Robert J. Lapierre, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that he signed it voluntarily for the stated purpose as Manager of Big Dawg's Eatery.

 Notary Public
My Commission Expires 12/4/2026



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 109 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 TENANTS 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

interest for the satisfaction of any liability of LANDLORD under this Lease. In no event shall LANDLORD (which term shall include without limitation all of the officers, trustees, directors, partners, beneficiaries, joint ventures, members, stockholders or other principals or representatives, disclosed or undisclosed, thereof) ever be personally liable for any such liability or ever be liable for damages whether direct, consequential, punitive or otherwise. LANDLORD shall be liable only for events occurring during that person's ownership of LANDLORD'S estate.

ARTICLE 33 – RULES AND REGULATIONS

The rules and regulations appended to this Lease as Exhibit A are made a part of this Lease, and TENANT agrees to comply with and observe the same. TENANT'S failure to keep and observe said rules and regulations shall constitute a breach of the terms of this Lease in a manner as if the same were contained herein as covenants. LANDLORD reserves the right from time to time to amend or supplement said rules and regulations applicable to the Leased Premises. Notice of such additional rules and regulations, and amendments and supplements, if any, shall be given to TENANT and TENANT agrees thereupon to comply with and observe all such rules and regulations, and amendments thereto and supplements thereof.

ARTICLE 34 – EXAMINATION

The submission of this Lease for examination does not constitute a reservation of or option for the Leased Premises, and this Lease becomes effective only upon execution and delivery thereof by LANDLORD and TENANT.

ARTICLE 35 – ESTOPPEL

TENANT agrees that at any time and from time to time at reasonable intervals, within ten (10) days after written request by LANDLORD, TENANT will execute, acknowledge and deliver to LANDLORD, LANDLORD'S mortgagee, or an assignee designated by LANDLORD, a writing ratifying this Lease and certifying: (a) that TENANT has entered into occupancy of the Leased Premises and the date of such entry if such is the case; (b) that this Lease is in full force and effect, and has not been assigned, modified, supplemented or amended in any way (or if there has been any assignment, modification, supplement or amendment, identifying the same); (c) that this Lease represents the entire agreement between LANDLORD and TENANT as to the subject matter hereof (or if there has been any assignment, modification, supplement or amendment, identifying the same); (d) the date of commencement and expiration of the term; (e) that all conditions under this Lease to be performed by LANDLORD have been satisfied and all required contributions by LANDLORD to TENANT on account of TENANT'S improvements have been received (and, if not, what conditions remain unperformed); (f) that to the knowledge of the signer of such writing, no default exists in the performance or observance of any covenant or condition in this Lease and there are no defenses or offsets of which the signer may have knowledge; (g) that Rent and all other rentals have been paid under this Lease. TENANT hereby irrevocably appoints LANDLORD its attorney-in-fact to execute such a writing in the event TENANT shall fail to do so within ten (10) days of receipt of LANDLORD'S request.

ARTICLE 36 – NOTICES

Any notice desired or required to be given under this Lease shall be sent postage prepaid, registered or certified mail, return receipt requested, as to LANDLORD: GDX Realty Trust 49 Ferry Road, Haverhill, MA 018335, and as to TENANT: Robert J. Lapierre, Manager of Big Dawg's Eatery, LLC 49 Ferry Road, Haverhill, MA 01835.

ARTICLE 37 – SIGNS

TENANT agrees to install and pay for the installation and maintenance of TENANT'S sign on the exterior of the Leased Premises. The size, content, and location of such sign shall all be subject to the approval of LANDLORD, which approval shall not be unreasonably withheld. The TENANT shall be responsible for obtaining any and all governmental approvals required in connection with such sign. The TENANT shall keep the said sign in a clean and attractive condition and shall be responsible for all maintenance thereto. All expenses associated with such sign shall be borne directly by TENANT.

ARTICLE 38 – BROKERAGE

LANDLORD and TENANT each represent to the other that they have not entered into any agreement or incurred any obligation in connection with this transaction which might result in the obligation to pay a brokerage commission to any broker. Each party agrees to indemnify and hold the other party harmless from and against any claim or demand by any broker or other person for bringing out this Lease who claims to have dealt with said indemnifying party, including any expenses incurred in defending any such claim or demand, including reasonable attorney's fees.

ARTICLE 39- CONFIDENTIALITY

Neither the terms nor the existence of this Lease Agreement shall be disclosed by TENANT to anyone, whether disclosed directly or indirectly, orally, in writing or in electronic form. Notwithstanding this provision, the TENANT may disclose the amount of rent, and other costs and expenses associated with the Leased Premises to approved sub lessees.

ARTICLE 40 – OTHER STORES

TENANT covenants and agrees (insofar as and to the extent that it is lawful so to agree) that for the period commencing with the execution of this Lease and continuing until the date originally fixed for the expiration of the term of this Lease, as it may be extended pursuant to the provisions hereof (whether or not this Lease has been terminated if such termination is a result of a default of the TENANT hereunder), neither the TENANT nor any of its affiliated, parent, or subsidiary companies will operate, either directly or indirectly, another restaurant of any kind, nature or description (other than restaurants presently being operated by it or them) within a reasonable area of the Leased Premises, without the prior written consent of LANDLORD, the TENANT acknowledging that the area within a circle having as its center the Leased Premises and having a radius of eight (8) miles is a reasonable area for this purpose.

ARTICLE 41 – ARBITRATION

Any controversy or claim arising out of or relating to this Lease Agreement or the breach thereof, exclusive of TENANT'S default for failure to pay rent or other charges hereunder, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any Court having jurisdiction thereof.

ARTICLE 42 – SECURITY DEPOSIT

Not Required.

ARTICLE 43 – OPTION TO EXTEND

So long as TENANT is not in default hereunder after applicable notice and grace periods, TENANT shall have the option to extend the term for one (1) extended term, of sixty (60) months (the "Extended Term"). The extended term shall commence immediately following the end of the existing term. TENANT may exercise its option to extend for the Extended Term by giving written notice to LANDLORD at any time during the then existing Term of the lease, but no later than six (6) months prior to the end of the then existing Term. All terms and conditions applicable during the Term shall apply during any Extended Term. Rent will increase to \$2,014.00 per month (\$24,168.00 annually) for the Extended Term. If TENANT fails to give such notice exercising its option for any Extended Term within the time provided above, this Lease shall automatically expire at the end of the then existing Term (unless sooner terminated as provided herein).

ARTICLE 44 – ENTIRE AGREEMENT

This Lease and the Exhibits thereto constitute the full and complete agreement between the parties hereto and there are no other terms, obligations, covenants, representations, warranties or conditions other than contained herein.


Each provision hereof shall be separate and independent and the breach of any such provision by LANDLORD shall not discharge or relieve TENANT from its obligations to perform each and every covenant to be performed by TENANT hereunder. If any provision hereof or the application thereof to any person or circumstance or at any time shall to any extent be invalid or unenforceable, the remaining provisions hereof, or the application of such provision to persons or circumstances are at times other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the extent permitted by law. All provisions contained in this Lease shall be binding upon, inure to the benefit of and be enforceable by, the respective successors and assigns named as a party hereto. If LANDLORD is a successor and / or assign it will be made a party hereto. If LANDLORD is a representative or fiduciary, only the estate represented shall be bound, and neither the LANDLORD, nor any shareholder nor any beneficiary of any trust, shall be personally liable for any obligation expressed or implied hereunder. If not otherwise stated


herein, the Law of the Commonwealth of Massachusetts shall govern this Lease. This Lease may not be changed, modified or discharged except by a writing signed by LANDLORD and TENANT.

IN WITNESS WHEREOF, LANDLORD and TENANT have caused this Lease to be signed, sealed and delivered as of the day first above written.

LANDLORD:
GDX Realty Trust

TENANT:
Big Dawg's Eatery, LLC

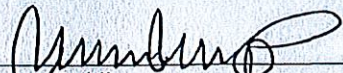

By: Robert J. Lapierre, Trustee


By: Robert J. Lapierre, Manager

COMMONWEALTH OF MASSACHUSETTS

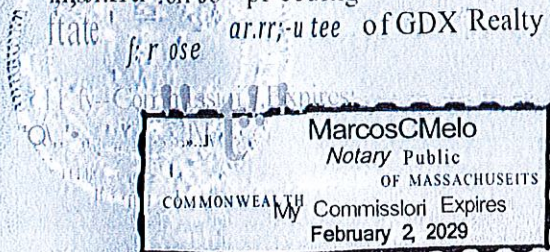
-----, ss
On this Cf day of June ·, 2024, before me, the undersigned notary public, personally appeared Robert J. Lapierre as Manager of Big Dawg's Eatery LLC, who proved to me through satisfactory evidence of identification, which was a driver's license, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.




Notary Public

COMMONWEALTH OF MASSACHUSETTS

-----, ss
On this (day of June , 2024, before me, the undersigned notary public, personally appeared Robert J. Lapierre as Trustee of GDX Realty Trust, who proved to me through satisfactory evidence of identification, which was a driver's license, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.





(Seal)

Notary Public

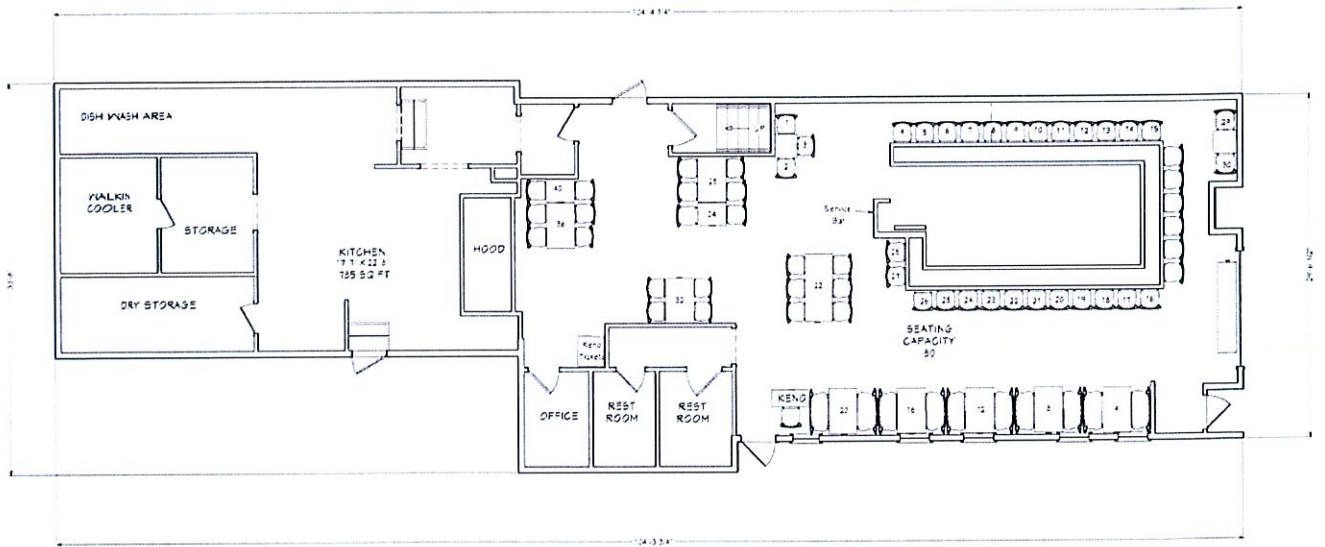
EXHIBIT A

RULES AND REGULATIONS FOR LEASED PREMISES

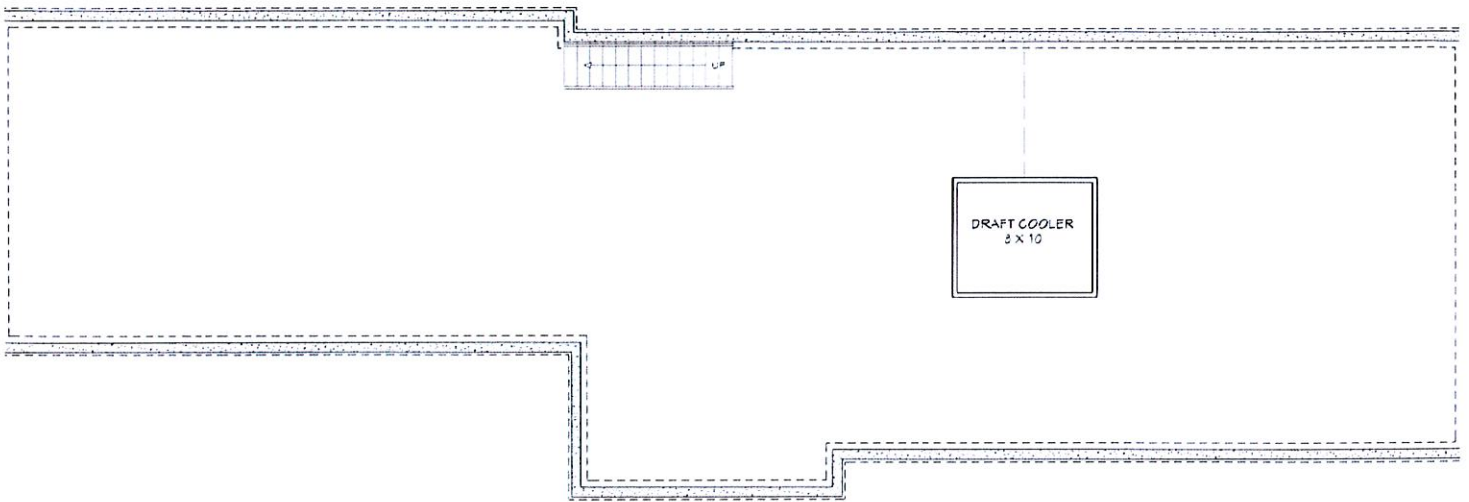
1. The parking areas in the Leased Premises shall not be obstructed by TENANT. Parking shall be used in common with other Tenants that rent space in, or at the Property / Premises from LANDLORD. Parking configuration may be changed, altered, or revised by LANDLORD at any time. LANDLORD may also designate specific parking spaces to other units in the Premises that will be used specifically by other Tenants in the building if LANDLORD sees fit to do so. TENANT shall NOT park, or store any vehicles at the Premises overnight and at any time other than normal business hours and only if used in the operation of the restaurant and not otherwise. LANDLORD is hereby authorized to tow any vehicles left on the Premises after hours, or in a non-authorized fashion as determined by LANDLORD in LANDLORD's own discretion. TENANT will be billed for any vehicles that are towed from the Premises and shall pay to LANDLORD 150% of the actual cost of the same to LANDLORD within 5 days of being presented with an invoice for the same.
2. TENANT shall not place objects against glass partitions, doors or windows which would be unsightly from the exterior of the Leased Premises;
3. No additional or different locks or bolts or security systems shall be affixed on doors by TENANT unless first approved by LANDLORD in writing. TENANT shall provide LANDLORD with copies of keys to the Premises and shall return all keys to LANDLORD upon termination of TENANT'S Lease;
4. TENANT shall not allow peddlers, or solicitors in the Leased Premises;
5. No vehicles or animals of any kind shall be brought into or kept in or about the Leased Premises except in areas as designated by LANDLORD;
6. TENANT shall not engage or pay any employees of the LANDLORD without approval from the LANDLORD;
7. TENANT shall not permit or place within the Leased Premises matter of any description which would result in a floor load in excess of that which the floor of the Leased Premises is designed to carry;
8. All removals from the Leased Premises, or the carrying in or out of the Leased Premises of any freight, furniture or bulky matter of any description must take place at such time in such manner as the LANDLORD may determine from time

to time;

9. LANDLORD may prohibit any advertising by TENANT which refers to the Leased Premises and which in LANDLORD'S opinion tends to impair the reputation of the Leased Premises.
10. TENANT shall cooperate with LANDLORD in minimizing loss and risk thereof from fire and associated perils;
11. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were designed and constructed, and no sweepings, rubbish, rags, acids or like substances shall be deposited therein;
12. TENANT shall keep its business fully stocked with merchandise which TENANT considers high-quality and saleable;
13. TENANT recognizes that the walls within the Leased Premises may not be intended to support raking or shelving or heavy loads, and the same shall not be utilized for such purposes without the LANDLORD'S written consent; and
14. All exterior signs shall be lit commencing at dusk and the lights to said signs shall be replaced when necessary within 72 hours. Said lights can be turned off as deemed necessary by TENANT.
15. The removal of snow and ice from the sidewalks or walkways bordering upon the Leased Premises shall specifically be TENANT's responsibility regardless of any contrary language in this Lease.
16. TENANT agrees to provide and maintain a trash and/or cigarette receptacle outside of the Leased Premises during the term hereof. TENANT further agrees to keep all common areas of the property of which the Premises are a part free of all debris, trash and personal property of TENANT, or TENANT's business.
17. Grease traps should be maintained properly so that the same are clean at all times. Any cleaning, maintenance, or replacement of the same are strictly TENANT's responsibility including maintenance or replacement of any grease traps and related apparatus extending into the City street.
18. LANDLORD reserves the right to make such rules, regulations and charges as in its judgment may from time to time be needed or desired for the safety, care, maintenance and cleanliness of the Leased Premises, the Building and Property, herein referred to as the Leased Premises and for the preservation of good order therein.



75 SOUTH MAIN STREET
HAVERHILL, MA 01835
2872 SQ FT



BASEMENT

City of Haverhill License Commission

Notice is hereby given, under Chapter 138 of the General Laws, that: **Big Dawg's Eatery, LLC d/b/a Big Dawg's Eatery** located at **75 South Main Steet**, Haverhill, MA 01835, **Robert J. Lapierre, Manager**, has petitioned the Haverhill License Commission for a **New §12 Restaurant – All Alcohol li-cense**. *Description of the premises* A one story building with basement. Approximately 2864 square feet. Five rooms consisting of the main restaurant area or room, kitchen area room, dishwashing room, dry storage room, storage with walk in cooler room and basement to house draft cooler. Public Hearing to be held on **Thursday, August 1, 2024, at 6 PM** in Room 202, Theodore A. Pelosi Jr. Council Chambers at Haverhill City Hall, 4 Summer Street.

Haverhill License Commission

Laura Angus

Linda Koutoulas

Patrick Driscoll

HG - Publication Dates

ParcelID	StreetNum	AltStreetNum	StreetName	Owner1	BillingAddress	City	State	Zip
707-656-4	63		SOUTH MAIN ST	MCDONALDS REAL ESTATE COMPANY	P.O. BOX 182571	COLUMBUS	OH	43218
707-656-5A	75		SOUTH MAIN ST	GDX REALTY TRUST	49 FERRY RD	BRADFORD	MA	01835
707-656-6	79	85	SOUTH MAIN ST	BLUEBERRY REALTY TRUST	P O BOX 5206	BRADFORD	MA	01835

2024 JUN 13 PM 3:56
-HV ASSESSOR

BOARD OF ASSESSORS
CITY OF HAVERHILL
4 SUMMER STREET • RM 115
HAVERHILL, MA 01830-5843

707-656-4
MCDONALDS REAL ESTATE COMPANY
P.O. BOX 182571
COLUMBUS, OH 43218

707-656-5A
GDX REALTY TRUST
49 FERRY RD
BRADFORD, MA 01835

707-656-6
BLUEBERRY REALTY TRUST
P O BOX 5206
BRADFORD, MA 01835

Show Cause Hearing Administrative Review

LICENSEE: ACF LLC d/b/a 978 Lounge

ADDRESS: 103 Washington Street

MANAGER: Jessica Williams

DATE LICENSED: new license approved by ABCC on 11/15/23

New Manager: June 20, 2024

Violations

DATE	VIOLATION	COUNTS	GOVERNING BODY	RESULT
4/4/2024	VIOLATION OF 204 CMR 2.05 (2) POSSIBLE OVERSERVING	1	LLA	FOUND IN VIOLATION OF CMR 3 MONTH PROBATION, UPDATE CAMERAS TO 30 DAY RETENTION
4/4/2024	VIOLATION OF 204 CMR 2.05- FAILURE TO MAINTAIN A SAFE ENVIRONMENT FOR PATRONS	1	LLA	FOUND IN VIOLATION OF CMR LOWER OCCUPANCY TO 75. CLOSE EARLIER THAN POSTED ON FRIDAY APRIL 5 (1AM) AND SATURDAY APRIL 6(12AM)
2/3/24	LOUD MUSIC		LLA	FYI ONLY
2/2/24	POSSIBLE OVERSERVING		LLA	FYI ONLY



Haverhill

License Commission, Room 118
Phone: 978-420-3623 Fax: 978-373-8490
jsanchez@cityofhaverhill.com

Via Hand Delivered

Jessica Williams, Manager
ACF LLC
d/b/a 978 Lounge
103 Washington Street
Haverhill, MA 01832

Show Cause Hearing

July 16, 2024

Re: Show Cause Hearing: Thursday, August 1, 2024, at 6:00 PM; Room 202 City Hall

Dear Ms. Williams,

You are hereby notified that the Haverhill License Commission will hold a show cause hearing on **Thursday August 1, 2024, at 6:00 P.M.** in Room 202, Haverhill City Hall, 4 Summer Street, Haverhill, MA 01830 for the purpose of determining if there is sufficient cause to hold you responsible for the alleged infraction(s):

Show Cause Hearing: Alleged Violation of 204 CMR 2.05(2) Permitting an illegality on the licensed premises, to wit: (2) No licensee for the sale of alcoholic beverages shall permit any disorder, disturbance or illegality of any kind to the place in or on the licensed premises. The licensee shall be responsible therefor, whether present or not

VIOLATION OF ENTERTAINMENT LICENSE

Should the Commission find, after a hearing that you are responsible for the above infraction you could face any penalty allowed by law, up to and including revocation of your license. ***You are hereby advised that you have a right to be represented by counsel at this hearing if you so choose.*** Please bring any witnesses and evidence with you to the contrary at the time of your hearing. A copy of the incident is enclosed.

Sincerely,

Laura Angus, Chairperson
Haverhill License Commission

Enclosure

JLS

cc: Chief Pistone, Haverhill Police Department



Haverhill

License Commission, Room 118
4 Summer Street, Haverhill, MA 01830
Phone: 978-420-3630 Fax: 978-373-8490
jsanchez@cityofhaverhill.com

Via First Class and Certified U.S. Mail: 7022 2410 0001 5974 0046

Jessica Williams, Manager
ACF LLC
d/b/a 978 Lounge
101- 103 Washington Street
Haverhill, MA 01832

June 21, 2024

Dear Ms. Williams,

The License Commission has added you to the July 11, 2024, for a discussion of your entertainment license.

Agenda Item: Entertainment License for 978 Lounge

Next Meeting: Thursday, July 11, 2024, at 6:00 p.m.
Haverhill City Hall
City Council Chambers, Room 202
4 Summer Street
Haverhill, MA 01830

Sincerely,


Jennifer Sanchez
License Commission Clerk



978 LOUNGE PRESENTS **RICH BABY DADDY** **SATURDAY JUNE 15**

FATHERS DAY WKND PARTY!

DOORS 6PM | MUSIC 9PM | 21+ VALID I.D.

DJBINO | DJJEMINE

103 Washington St Haverhill MA

License #:24-ENT-136

THE LICENSING BOARD FOR THE
CITY OF HAVERHILL, MASSACHUSETTS
HEREBY GRANTS AN
2024

ENTERTAINMENT LICENSE

To: **ACF LLC**

Address: 103 WASHINGTON STREET

Entertainment:

RADIO/☒ JUKEBOX

☒ TELEVISION

☒ AMPLIFIERS

DISC JOCKEY

☒ KARAOKE

☒ INSTR.MUSIC

VOCALISTS

☒ LIVE BANDS

MOVIES

☒ DANCING BY

PATRONS ONLY

☒ AMPLIFIED MUSIC

☒ SPORTING EVENT

☒ COMEDY SHOWS

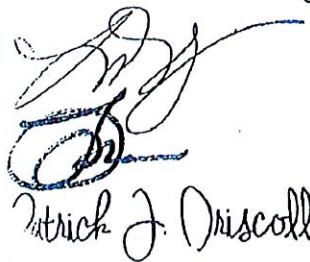
Specifics: Up to 5 comedians. up to 4 instruments

Restrictions: none

Hours: Sunday 11am-12:30am, Monday 11am-12:30am, Tuesday 11am-12:30am,
Wednesday 11am-12:30am, Thursday 11am-12:30am, Friday 11am-1:30am, Saturday
11am-12:30am, Sunday 11am-12:30am

Expires December 31, 2024

Witness Our Hands, this Day JAN 01 2024



Patrick J. Driscoll

HAVERHILL LICENSING BOARD

Section 183A. No inn holder, common victualler, keeper of a tavern, or person owning, managing, or controlling any club, restaurant or other establishment required to be licensed under section twelve of chapter one hundred and thirty-eight or under section two, twenty-one A or twenty-one E of chapter one hundred and forty, and no person owning, managing, or controlling any concert, dance, exhibition, cabaret or public show of any description to be conducted on any premises required to be licensed under the sections described above, shall, as a part of its usual business, offer to view, set up, set on foot, maintain or carry on a concert, dance exhibition, cabaret or public show of any description, unless and until a license therefor has been issued by the licensing authorities.