



Haverhill

License Commission, Room 118
Phone: 978-374-2312 Fax: 978-373-8490
cityclerk@cityofhaverhill.com

LICENSE COMMISSION AGENDA

Thursday, December 1, 2022, at 6:00 p.m.-City Council Chambers

VIRTUAL and in person meeting

Please use following instructions to access meeting:

meet.google.com/ntg-bamx-qpe

Or open Meet and enter this code: ntg-bamx-qpe

Dial in (audio only): (US) +1 218-301-8491 PIN: 610 897 302#

More phone numbers: <https://tel.meet/ntg-bamx-qpe?pin=7828939031646>

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

- 1) **PLEDGE OF ALLEGIANCE**
- 2) **APPROVAL OF THE MINUTES**
Minutes of regular meeting, Nov 3, 2022
- 3) **CONTINUED BUSINESS**
- 4) **MISCELLANEOUS APPLICATIONS/REQUESTS**
NO SCHEDULE
- 5) **ONE DAY APPLICATIONS**
NO SCHEDULE
- 6) **BUSINESS CERTIFICATES**
NO SCHEDULE
- 7) **ENTERTAINMENT APPLICATIONS**

A) Robert Lapierre, Manager

GDx Realty Trust d/b/a Village Square Restaurant
109 South Main Street

Application for entertainment license- Music and radio. Pending entertainment zoning approval.

B) Siddhartha Bhalodia, Manager

S & S Kitchen LLC, d/b/a Burrito Spice
225 Lincoln Ave

Application for entertainment license- Music and radio- already approved for section 12 all alcohol. Pending entertainment zoning approval.

**C) APPROVAL OF RENEWAL APPLICATIONS FOR ALL ENTERTAINMENT
LICENSES FOR 2023 UPON COMPLIANCE**

8) COMMON VICTUALLER APPLICATIONS

A) Robert Lapierre, Manager

GDX Realty Trust d/b/a Village Square Restaurant
109 South Main Street

Application for common victualler license- pending business occupancy; letter from
previous owner unobtainable.

B) Siddhartha Bhalodia, Manager

S & S Kitchen LLC d/b/a Burrito Spice
225 Lincoln Ave

Application for new common victualler license – already approved for section 12 all
alcohol.

**C) APPROVAL OF RENEWAL APPLICATIONS FOR ALL COMMON VICTUALLER
LICENSES FOR 2023 UPON COMPLIANCE.**

9) OUTDOOR DINING APPLICATIONS

A) APPROVAL OF ALL OUTDOOR DINING APPLICATIONS

10) ALCOHOL/ABCC APPLICATION

**A) APPROVAL OF RENEWAL APPLICATIONS FOR ALL SECTION 12 AND 15
LICENSES FOR 2023 UPON COMPLIANCE.**

B) *Barbara Gliklich, Manager*

Wicked Axe LLC d/b/a Wicked Axe
721 South Main Street

Requesting condition on current license to be changed concerning wristbands. Currently everyone
who enters the establishment must wear wristbands. She requests that bands are no longer
required.

11) MOTOR VEHICLE APPLICATIONS

**A) APPROVAL OF RENEWAL APPLICATIONS FOR ALL MOTOR VEHICLE
LICENSES FOR 2023 UPON COMPLIANCE**

12) CARRY IN LICENSE APPLICATIONS

NO SCHEDULE

13) ITEM FOR DISCUSSION

A) ANTHONY HANS, MANAGER

HANS ENTERPRISES INC., d/b/a HANS GARDEN

114 WASHINGTON SREET

-Incident that occurred on or about October 22, 2022, at 1:26am.

B) DHARMESH DAVE, MANAGER

ANRUSH LLC d/b/a BRADFORD LIQUORS

91 SOUTH MAIN STREET

--Incident that occurred on or about October 18, 2022, at approximately 18:00

14) SHOW CAUSE HEARING

NO SCHEDULE

15) PUBLIC PARTICIPATION

NO SCHEDULE

16) OTHER BUSINESS

NO SCHEDULE

17) ADJOURNMENT



LICENSE COMMISSION MINUTES

Thursday, November 3, 2022 at 6:00 p.m.-City Council Chambers

VIRTUAL and in person meeting

Attending: Chairman Joseph Edwards, Commissioner Laura Angus, Commissioner Driscoll, Lic. Clerk Jennifer Sanchez, City Clerk Linda Koutoulas, Captain Wayne Tracy, HPD, Sgt Kevin Lynch, HPD.

1) PLEDGE OF ALLEGIANCE

2) APPROVAL OF THE MINUTES

Minutes of regular meeting, October 6, 2022

Motion to approve by Comm Driscoll, seconded by Comm Angus. No public comment. Vote unanimous.

3) CONTINUED BUSINESS

4) MISCELLANEOUS APPLICATIONS/REQUESTS

5) ONE DAY APPLICATIONS

BUSINESS CERTIFICATES

6) ENTERTAINMENT APPLICATIONS

- A. Plaza Food Market and Restaurant Inc. d/b/a Plaza Food Market and Restaurant Inc.
236 Winter Street
New Entertainment Application and New Common Victualler Application

*This will be takeout food only and does not have any on premises dining. No tables and chairs.
This does not require a common victualler application or entertainment license.*

Motion to place on file by Comm Driscoll, seconded by Comm Angus. No public comment. Vote unanimous

7) COMMON VICTUALLER APPLICATIONS

- A. GDX Realty Trust d/b/a Village Square Restaurant

109 South Main Street

Common Victualler Transfer application

Pending letter from owner that she will surrender her licenses upon transfer. No one appeared for this matter.

Motion by Comm Angus to continue this until December 2022 meeting.

Seconded by Comm Driscoll.

No public discussion – vote unanimous

8) OUTDOOR DINING APPLICATIONS

9) ALCOHOL/ABCC APPLICATIONS

- a) Circle K Massachusetts LLC d/b/a Circle K 4707503, Mary Locke, manager

32 Knipe Road

Amendment- Change of Manager

New Manager Mary Locke appeared. She has over twenty years' experience working in a convince store and selling alcohol.

Motion by Comm Angus to approve this application.

Seconded by Comm Driscoll.

No public discussion – vote unanimous

b) Circle K Massachusetts LLC d/b/a Circle K 4707503

32 Knipe Road

Amendment- Change of Officer

Change of corporate officers

Motion by Comm Angus to approve this application.

Seconded by Comm Driscoll.

No public discussion – vote unanimous

c) Wilbur M. Comeau Post #4, American Legion Inc. d/b/a American Legion, Anne Decosta, Manger

1314 Main Street

Amendment- Change of Officer

Change of Officer

Motion by Comm Angus to approve this application.

Seconded by Comm Driscoll.

No public discussion – vote unanimous

d) Hetal, Inc. d/b/a Academy Liquors

699 South Main Street

Transfer of license- Pledge of Collateral – License

Continued from October 6, 2022, meeting. Transfer will include the pledge of collateral. The license will be the collateral.

Motion by Comm Angus to approve this application.

Seconded by Comm Driscoll.

No public discussion – vote unanimous

10) MOTOR VEHICLE APPLICATIONS

a) Mercedes & sons automotive

Sammy Mercedes, Manager

102 White Street

New MV II car dealer

Has 6 years' experience selling cars. Police will be checking in and reviewing the books. There are 8 places for used cars.

PROVISION- NO BUSINESS RELATIONSHIP BETWEEN MERCEDES AND SONS AND

MR. KONG. MR. KONG IS LANDLORD ONLY.

Motion by Comm Angus to approve this application with the provision there is no business relationship with Mr. Kong.

Seconded by Comm Driscoll.

No public discussion – vote unanimous

11) CARRY IN LICENSE APPLICATIONS

12) ITEM FOR DISCUSSION

13) SHOW CAUSE HEARING

A. ANNE DECOSTA, MANAGER

**WILBUR M. COMEAU POST #4, AMERICAN LEGION, D/B/A AMERICAN LEGION
1314 MAIN STREET**

ALLEDGED 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.

--Possible Over serving

--Incident that occurred on or about September 4, 2022, at approximately 17:14

HPD spoke on this and stated they were called to the American Legion for the report of a male unconscious and having a possible medical emergency. Upon arrival on scene, they noticed strong smell of alcohol. HPD were told that the man consumed 3 jack and cokes, root beer shots, and hard seltzers. Paramedics told HPD they did not think this was a medical issue but more of an alcohol issue.

Anne Decosta, Manager spoke on this report. The bartender who served him was not available. Ms. DeCosta stated that the man was singing karaoke and did not appear to be intoxicated. She stated further that he was admitted to the hospital with a heart condition and believes this contributed to him being unconscious and not the alcohol.

HPD agreed their explanation was reasonable and they do not have problems with American Legion. They requested to take no action and keep this on file.

Motion by Comm Angus to take no action and keep on file.

Seconded by Comm Driscoll.

No public discussion – vote unanimous

14) PUBLIC PARTICIPATION

15) OTHER BUSINESS

a) UPDATE ON AD HOC COMMITTEE CLUB LICENSES-

CLUBS ATTENDED THE CLUB MEETING AND THERE WAS A DISCUSSION ON CLUB RULES. THE RULES ARE STILL IN PROCESS AND WILL BE COMPLETE SOON.

16) ADJOURNMENT

Motion by Commissioner Driscoll , seconded by Commissioner Angus Vote unanimous,



98898

Entertainment License

Status: Active

Date Created: Oct 27, 2022

Applicant

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

Primary Location

109 SOUTH MAIN ST
Bradford, MA 1835

Owner:

EFIE LLC
15 WABANAKI WAY ANDOVER, MA 1810

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

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

Village Square Restaurant

Location of Business

109 South Main Street

Type of Application

New (first time applicant)

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

Amplifiers

☐

Dancing (by patrons only)

☐

D.J

☐

Jukebox

☐

Karaoke

☐

Movies

☐

Music - Amplified

☒

Radio

☒

Sporting Event

☐

Television

☐

Comedy Show

☐

Performance (includes live bands)

☐

Vocalist(s)

☐

Other

☒

IF OTHER - Please Describe

internet

New Custom Section

Restrictions (Completed by Office)

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Attachments

No attachments

History

Date	Activity
Oct 27, 2022 at 1:35 pm	Robert Lapierre started a draft of Record 98898
Oct 27, 2022 at 1:38 pm	Robert Lapierre submitted Record 98898
Oct 27, 2022 at 1:39 pm	completed payment step License Fee Payment on Record 98898
Oct 27, 2022 at 1:39 pm	approval step City Clerk Approval was assigned to Linda Koutoulas on Record 98898

Timeline

Label	Status	Activated	Completed	Assignee	Due Date
 License Fee Payment	Paid	Oct 27, 2022 at 1:38 pm	Oct 27, 2022 at 1:39 pm	-	-
 City Clerk Approval	Active	Oct 27, 2022 at 1:39 pm	-	Linda Koutoulas	-
 Entertainment Zoning Approval	Active	Oct 27, 2022 at 1:39 pm	-	-	-
 Local License Commission Approval	Inactive	-	-	-	-
 Entertainment License	Inactive	-	-	-	-



LCCV-22-18

Common Victualler License

Status: Active

Date Created: Oct 18, 2022

Applicant

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

Primary Location

109 SOUTH MAIN ST
Bradford, MA 1835

Owner:

EFIE LLC
15 WABANAKI WAY ANDOVER, MA 1810

Applicant Information

Relationship to Business Owner

Other

IF OTHER, Please Specifiy

Trustee

New Field

New (first time application)

Business Information

Business Name

GDX Realty Trust

Establishment Name

Village Square Restaurant

Establishment Phone

(978) 891-3020

Type of Establishment

Restaurant

Establishment Mailing Address

109 South Main Street

Establishment Mailing Address City

109 South Main Street

Establishment Mailing Address State

109 South Main Street

Establishment Mailing Address Zip

01835

Manager Name

Julie Dimakis

Manager Cellphone

978-270-1815

Manager Home Address

123 Freeman Street extension

Is Application New, Renewal or Transfer?

Transfer

Business Legal Structure

Sole Proprietorship

Property Information

Is this a Franchise?

No

Planned Opening Date

10/27/2022

Total Square Footage

1380

Number of Entrances

2

Do You Plan Outdoor Seating?

Undecided

Days & Hours of Operation**Monday Hours of Operation**

6-2

Wednesday Hours of Operation

6-2

Friday Hours of Operation

6-2

Sunday Hours of Operation

6-1

Number of Seats

60

Number of Exits

2

Do You Plan to Sell Alcohol?

Undecided

Tuesday Hours of Operation

6-2

Thursday Hours of Operation

6-2

Saturday Hours of Operation

6-1

Persons/Entities with Interest**Name**

Robert Lapierre

Stock/Ownership

100%

Title/Position

Trustee

Agreement & Signature

Yes

**For Inspector Use Only****Basement Use Group**

--

Floor 1 Use Group

--

Floor 2 Use Group

--

Floor 3 Use Group

--

Floor 4 Use Group

--

Other Use Group

--

Basement Allowable Load

--

Floor 1 Allowable Load

--

Floor 2 Allowable Load

--

Floor 3 Allowable Load

--

Floor 4 Allowable Load

--

Other Allowable Load

--

Inspection Date



Attachments

-  GDX Trust Certs.pdf
Uploaded by Robert Lapierre on Oct 26, 2022 at 10:12 am
-  BI-II of Sale 19-Oct-2022 07-26-24.pdf
Uploaded by Robert Lapierre on Oct 20, 2022 at 2:02 pm
-  The Picture.pdf
Uploaded by Robert Lapierre on Oct 21, 2022 at 6:35 am
-  BI-II of Sale 19-Oct-2022 07-26-24.pdf
Uploaded by Robert Lapierre on Oct 20, 2022 at 2:03 pm

History

Date	Activity
Oct 17, 2022 at 11:56 am	Robert Lapierre started a draft of Record LCCV-22-18
Oct 18, 2022 at 7:11 am	Robert Lapierre submitted Record LCCV-22-18
Oct 18, 2022 at 7:13 am	completed payment step Common Victualler License Fee on Record LCCV-22-18
Oct 20, 2022 at 1:58 pm	completed payment step Lic Comm Application fee on Record LCCV-22-18
Oct 20, 2022 at 1:58 pm	approval step City Clerk Approval was assigned to Linda Koutoulas on Record LCCV-22-18
Oct 20, 2022 at 1:58 pm	approval step Tax Check was assigned to Yenise Rozon on Record LCCV-22-18
Oct 20, 2022 at 2:07 pm	Linda Koutoulas approved approval step City Clerk Approval on Record LCCV-22-18
Oct 20, 2022 at 2:14 pm	Yenise Rozon approved approval step Tax Check on Record LCCV-22-18
Oct 20, 2022 at 2:14 pm	approval step License Commission Approval was assigned to Linda Koutoulas on Record LCCV-22-18
Oct 24, 2022 at 11:36 am	Linda Koutoulas assigned approval step License Commission Approval to Jennifer Sanchez on Record LCCV-22-18

Timeline

Label	Status	Activated	Completed	Assignee	Due Date
 Common Victualler License Fee	Paid	Oct 18, 2022 at 7:11 am	Oct 18, 2022 at 7:13 am	-	-
 Lic Comm Application fee	Paid	Oct 18, 2022 at 7:13 am	Oct 20, 2022 at 1:58 pm	-	-
 City Clerk Approval	Complete	Oct 20, 2022 at 1:58 pm	Oct 20, 2022 at 2:07 pm	Linda Koutoulas	-
 Tax Check	Complete	Oct 20, 2022 at 1:58 pm	Oct 20, 2022 at 2:14 pm	Yenise Rozon	-
 License Commission Approval	Active	Oct 20, 2022 at 2:14 pm	-	Jennifer Sanchez	-
 Common Victualler License Issued	Inactive	-	-	-	-



ZVBC-22-257

Zoning Verification for Business Certificate

Status: Active

Date Created: Nov 29, 2022

Applicant

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

Primary Location

109 SOUTH MAIN ST
Bradford, MA 1835

Owner:

EFIE LLC
15 WABANAKI WAY ANDOVER, MA 1810

Business Information

Business Name

Bradford Village Square

BusinessType

Food & Beverage

Please Describe Business Type

Breakfast and Lunch

Business Legal Structure

Sole Proprietor

Zone

--

IF FOOD & BEVERAGE, Please Specify

Breakfast and lunch

Business Address

109 South Main Street

Unit or Suite

0

Business City

Haverhill

Business State

MA

Business Zip

01835

Signature

Yes



Building Office Use Only

Water Delinquency



Sewer Delinquency



Property Tax Delinquency








Attachments

No attachments

History

Date	Activity
Nov 29, 2022 at 10:01 am	Robert Lapierre started a draft of Record ZVBC-22-257
Nov 29, 2022 at 10:04 am	Robert Lapierre submitted Record ZVBC-22-257
Nov 29, 2022 at 10:04 am	approval step Building Inspector Reviewwas assigned to Tom Bridgewater on Record ZVBC-22-257
Nov 29, 2022 at 10:04 am	inspection step Address Verification - Engineeringwas assigned to Gary Albanese on Record ZVBC-22-257
Nov 29, 2022 at 10:05 am	completed payment step Zoning Verification Fee on Record ZVBC-22-257

Timeline

Label	Status	Activated	Completed	Assignee	Due Date
 Zoning Verification Fee	Paid	Nov 29, 2022 at 10:04 am	Nov 29, 2022 at 10:05 am	-	-
 Address Verification - Engineering	Active	Nov 29, 2022 at 10:04 am	-	Gary Albanese	-
 Building Inspector Review	Active	Nov 29, 2022 at 10:04 am	-	Tom Bridgewater	-
 Zoning Verification Certificate	Inactive	-	-	-	-
 City Clerk/License Commission	Inactive	-	-	-	-



2008101000438 Bk:28091 Pg:155

10/10/2008 03:17 TRUST Pg 1/6

DECLARATION OF TRUST ESTABLISHING
THE "GDX REALTY TRUST"

DECLARATION OF TRUST made as of this 1ST day of October 2008 by *Robert J. Lapierre, TRUSTEE* (hereinafter referred to as the "Trustee").

The Trustee hereby declares that the Trustee and the Trustee's successors in Trust will hold the property at **240 Washington Street, Haverhill, Essex County, Massachusetts** as well as any and all other property that may be transferred to or acquired by them in their capacity as Trustees (hereinafter referred to as the "Trust Estate") in trust for the sole benefit of the individuals or entities listed in the Schedule of Beneficiaries in the proportions stated in that Schedule, which Schedule has this day been executed by the Beneficiaries and filed with the Trustee with receipt and knowledge by the Trustee.

SECTION ONE

Name and Purpose

a. This Trust shall be known as the **GDX Realty Trust** and is intended to be a Realty Trust for state and federal income tax purposes, to hold the record legal title to the Trust Estate and to perform such functions as are incidental hereto.

SECTION TWO

Trustees

a. In the event that there are two Trustees, any one trustee may execute any and all instruments and certificates necessary to carry out the provisions of the Trust. In the event that there are more than two trustees, any two trustees except as otherwise provided in section 7(b) may execute such instruments and certificates necessary to carry out the provisions of the Trust.

b. No Trustee shall be required to furnish bond. No Trustee shall be held liable for any action taken at the direction of the Beneficiaries, nor for any error of judgment, nor for any loss arising out of any action or omission in the execution of the Trust so long as acting in good faith. A Trustee shall be responsible only for his or her own willful breach of trust. No license of court shall be requisite to the validity of any transaction entered into by the Trustees. No purchaser, transferee, pledgee, mortgagee, or other lender shall be under any liability to see to the application of the purchase money or of any money or property loaned or delivered to any Trustee, or to see that the terms and conditions of this Trust have been complied with. Every agreement, lease, mortgage, deed, note, or other instrument of document executed or action taken by the person or persons appearing from the records of the Registry of Deeds to be the Trustees hereunder shall be conclusive evidence in favor of every person relying thereon or claiming thereunder that at the time of the delivery thereof or of the taking of such action this Trust was in full force and effect, that the execution and delivery thereof or taking of such action was duly authorized, empowered, and directed by the Beneficiaries, and that such document or action is valid, binding, effective, and legally enforceable.

c. Any person dealing with the Trust Estate or the Trustees may always rely without further inquiry on a certificate signed by the person or persons appearing from the records of the Registry of Deeds to be the Trustees hereunder as to who are the Trustee or the Beneficiaries

hereunder or as to the authority of the Trustees to act or as to the existence or nonexistence of any fact or facts which constitute conditions precedent to action by the Trustee or which are in any other manner germane to the affairs of the Trust. Execution, delivery, or recording of such certificate shall not be a condition precedent to the validity of any transaction of the Trust.

d. The Trustees shall not be required to inquire into the propriety of any direction received from the Beneficiaries.

SECTION THREE

Beneficiaries

a. The term "Beneficiaries" shall mean the persons and entities listed as Beneficiaries in the Schedule of Beneficiaries and in such revised Schedules of Beneficiaries, from time to time hereafter executed and delivered as provided above. The respective interests of the Beneficiaries shall be stated in the Schedule of Beneficiaries.

b. Decisions made and actions taken hereunder (including without limitation, amendment and termination of the Trust; appointment and removal of the Trustees; directions and notices to Trustees; and execution of documents) shall be made or taken by a majority of the Beneficiaries.

c. Any Trustee may, without impropriety, become a Beneficiary hereunder and exercise all rights of a beneficiary with the same effect as though he, she, or it were not a Trustee. The parties hereunder recognize that if a sole Trustee and a sole Beneficiary are one and the same person, legal and equitable title hereunder shall merge as a matter of law.

d. The Beneficiaries of the Trust, in their own right (**acting by majority of % interest**), shall have the control of the management, operation, and handling of the Trust premises and all matters related thereto, and the Trustees shall have no duty with respect to such management, operation, or handling of the Trust premises or other matters related thereto, including without limitation, the collection of income, payment of taxes, provision of insurance, engaging in litigation, or otherwise, except on written direction of the Beneficiaries as provided herein, and after payment of all money necessary to carry out such instructions.

SECTION FOUR

Powers of Trustees

a. The Trustee shall hold the principal of this Trust and receive the income therefrom for the benefit of the Beneficiaries. The Trustees shall pay over the principal and income pursuant to the direction of all of the Beneficiaries and without such direction shall pay the income to the Beneficiaries in proportion to their respective interest.

b. Except as hereinafter provided in case of the termination of this Trust, the Trustees shall have no power to deal in or with the Trust Estate except as directed by all of the Beneficiaries. When, as, if and to the extent specifically directed by all of the Beneficiaries, the Trustee shall have the following powers:

1. to buy, sell, convey, assign, mortgage, or otherwise dispose of all or any part of the Trust estate and as landlord or tenant execute and deliver leases or subleases;
2. to execute and deliver notes for the borrowing of the Beneficiaries;
3. to grant rights or easements or to acquire rights or easements and enter into agreements or arrangements with respect to the Trust Estate;
4. to endorse and deposit checks in an account for the benefit of the Beneficiaries; and
5. but the Trustees shall have NO AUTHORITY TO MAINTAIN BANK ACCOUNTS IN THE NAME OF THE TRUST OR TRUSTEES but they may maintain bank accounts in the name of the Beneficiaries. In the event of a violation of this subparagraph, the Trustees shall indemnify and save harmless the Beneficiaries from any liability resulting therefrom, including taxes and accounting expenses.

Any and all instruments executed pursuant to such direction may create obligations extending over any periods of time, including periods extending beyond the date of any possible termination of the Trust. A direction to the Trustees by the Beneficiaries may be a durable power of attorney.

c. Notwithstanding anything contained in section 4(b), the Trustees shall have no authority to maintain bank accounts in the name of the Trust or Trustees but the Beneficiaries may maintain bank accounts in the name of the Beneficiaries. In the event of violation of this subparagraph, the Trustee shall indemnify and save harmless the Beneficiaries from any liability resulting therefrom, including taxes and accounting expenses.

d. Notwithstanding any provisions contained herein, no Trustee shall be required to take any action which will, in the opinion of the Trustee, involve the Trustee in any personal liability unless first satisfactorily indemnified.

e. Any persons extending credit to, contracting with, or having any claim against the Trustee shall look only to funds and property of this Trust for payment of any contract, or claim, or for the payment of any debt, damage, judgment, or decree, or for any money that may otherwise become due or payable to them from the Trustees, so that neither the Trustees nor the Beneficiaries shall be liable therefore. If any Trustees shall at any time for any reason (other than for willful breach of trust) be held to be under any personal liability as such Trustee, then such Trustee shall be held harmless and indemnified by the Beneficiaries, jointly and severally, against all loss, costs, damage, or expenses by reason of such liability.

SECTION FIVE

Termination

a. This Trust may be terminated at any time by notice in writing by the majority of the Beneficiaries. Such termination shall be effective as to third parties only when a certificate effectuating termination, signed by the Trustees, is recorded with the Registry of Deeds.

Notwithstanding any other provision of this Declaration of Trust, and consistent with the intention of the undersigned that this Trust not violate the Rule Against Perpetuities, this trust shall terminate in any event NINETY (90) years from the date hereof, if not earlier terminated by action of a Beneficiary.

b. In the case of any termination of the Trust, the Trustees shall transfer and convey the specific assets constituting the Trust Estate, subject to any leases, mortgages, contracts, or other encumbrances on the Trust Estate, to the Beneficiaries as Tenants in Common, in proportion to their respective interests hereunder, or as otherwise directed by all of the Beneficiaries, provided, however, the Trustees may retain such portion thereof as in their opinion necessary to discharge any expense or liability, determined or contingent, of the Trust.

SECTION SIX

Amendments

a. This Declaration of Trust may be amended from time to time by an instrument in writing signed by all the Beneficiaries and delivered to the Trustees, but in each case the amendment shall not become effective as to third parties until the instrument of amendment or a certificate setting forth the terms of such amendment, signed by the Trustees, is recorded with the Registry of Deeds.

SECTION SEVEN

Resignation and Successor Trustees

a. Any Trustee may resign at any time by an instrument in writing signed and acknowledged by such Trustee and delivered to all remaining Trustees and to each Beneficiary. Such Resignation shall take effect on the date specified in the instrument of resignation or the date said instrument is recorded with the Registry of Deeds, whichever is later.

b. Succeeding or additional Trustees may be appointed or any Trustee may be removed by an instrument or instruments in writing signed by all of the Beneficiaries, provided in each case that a certificate signed by any Trustee then acting as such naming the Trustee or Trustees appointed or removed and, in the case of an appointment, the acceptance in writing of the Trustee or Trustees appointed, shall be recorded in the Registry of Deeds. Upon the recording of such instrument, the legal title to the Trust Estate shall, without the necessity of any conveyance, be vested in said succeeding or additional Trustee or Trustees, with all the rights, powers, authority, and privileges as if named as an original Trustee.

c. In the Event that there is no Trustee, either through the death or resignation of a sole Trustee without prior appointment of a successor Trustee, or for any other cause, a person purporting to be a successor Trustee may record in the Registry of Deeds an affidavit, under the pains and penalties of perjury, stating he or she has been appointed by all of the Beneficiaries as successor Trustee. Such affidavit when recorded together with an attorney's certificate under G.L. c. 183 sec. 5B, stating that such attorney has knowledge of the affairs of the Trust and that the person signing the affidavit has been appointed a Trustee by all of the Beneficiaries, shall have the same force and effect as if the certificate of a Trustee or Trustees required or permitted

hereunder has been recorded, and persons dealing with the Trust or Trust Estate may always rely without further inquiry upon such an affidavit as so executed and recorded as to the matters stated herein.

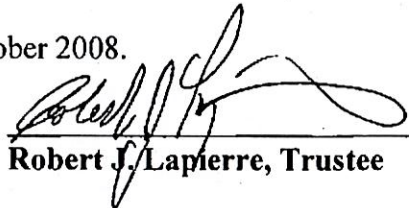
SECTION EIGHT
Governing Law

a. This Declaration of Trust shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

SECTION NINE
Registry of Deeds

a. The Term "Registry of Deeds" shall mean the Registry of Deeds Southern Essex District.

Executed as a sealed instrument this 1ST day of October 2008.



Robert J. Lapierre, Trustee

COMMONWEALTH OF MASSACHUSETTS

Essex, SS

October 1, 2008

Then personally appeared the above-named Trustee, Robert J. Lapierre, and acknowledged the foregoing instrument to be his free act and deed.

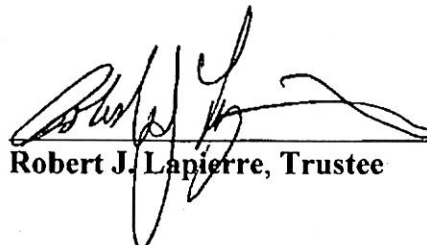
before me 
Notary Public Timothy Connor

My Commission Expires on:
June 29, 2012

GDX REALTY TRUST

RECEIPT OF SCHEDULE OF BENEFICIARIES

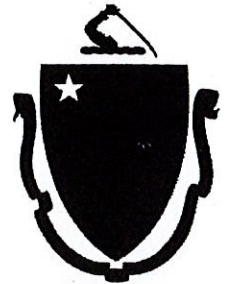
I, the undersigned, hereby certify that I am one of the Trustees under said Declaration of Trust and the attached Schedule of Beneficiaries has been filed with me this 1st day of October 1, 2008.



Robert J. Lapierre, Trustee



COMMONWEALTH OF MASSACHUSETTS CITY OF HAVERHILL BUSINESS CERTIFICATE



Issue Date: October 26, 2022
Expiration Date: October 26, 2026

Certificate Number: BUSC-22-167
Fee: \$20.00

DISC

Village Square Restaurant

109 South Main St Haverhill, MA 01835

Phone: 978-876-8754

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:

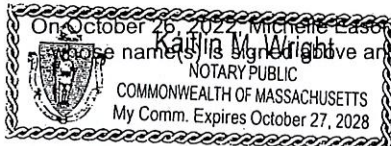
Village Square Restaurant at 109 South Main St - Haverhill, 01835 by Michelle Eason

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): Michelle Eason

Michelle Eason

COMMONWEALTH OF MASSACHUSETTS



Notary Seal

10/27/2028

On October 26, 2022, Michelle Eason appeared before me and presented satisfactory evidence of identification which was a , proving the person(s) whose name(s) is 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.

Kaitlin M. Wright
Notary Seal Expiration Date

[Signature]
Linda [Signature] 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.



City of Haverhill, MA

11/29/2022

BUSC-22-167

Certificate Fee

Business Certificate

Status: Paid

Became Active: 10/26/2022

Invoice: 649000

Completed: 10/26/2022

Applicant

Michelle Eason
michlynn@comcast.net
275 Central St
East Hampstead , Nh 03826
9788768754

Primary Location

109 SOUTH MAIN ST
Bradford, MA 1835

Owner:

EFIE LLC
15 WABANAKI WAY ANDOVER, MA 1810

Fees

Discontinuance Bus Cert Dee	\$20.00
Total Fees	\$20.00

Payments

Date	Method	Note	Amount
Oct. 26, 2022	Cash	paid in office	\$20.00



COMMONWEALTH OF MASSACHUSETTS CITY OF HAVERHILL BUSINESS CERTIFICATE



Issue Date: October 26, 2022
Expiration Date: October 26, 2026

Certificate Number: BUSC-22-168
Fee: \$\$60.00

GDX Realty Trust DBA Village Square Restaraunt

109 South Main St Haverhill, MA 01835

Phone: (978) 891-3020

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:

GDX Realty Trust DBA Village Square Restaraunt at 109 South Main St - Haverhill, 01835 by GDX Realty Trust

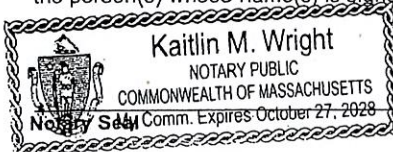
I/We certify under the penalties of perjury that I/we, to the best of my/our knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

Signature(s):

GDX Realty Trust

COMMONWEALTH OF MASSACHUSETTS

On October 26, 2022, GDX Realty Trust appeared before me and presented satisfactory evidence of identification which was a Driver's License, proving the person(s) whose name(s) is 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.



Notary Seal Expiration Date

10/27/2028

Linda K. Koutoulas, 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.

Robt Lapierre Goes to Village Sq application
Need bus Card. Disc. + New Bus Card



BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that Michelle L Eason DBA *Village Square Restaurant* with a usual place of business at 109 South Main Street Haverhill, MA 01835 party of the first part, (Seller), for and in consideration of Forty Thousand and 00/100 (\$40,000.00) Dollars Lawful money of the United States, to the party of the first part to be paid by *GDX Realty Trust* a Massachusetts Realty Trust with a usual place of business at 49 Ferry Road Haverhill, MA 01835, party of the Second part, the receipt whereof is hereby acknowledged, has bargained and sold, and by these presents does grant and convey unto the said party of the second part, the following assets for the consideration set forth herein,

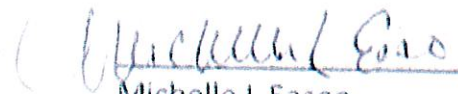
- 1 All kitchen equipment, refrigerators, freezers and any other equipment used in the kitchen and or any other part of the unit.
- 2 All licenses to stay in place until October 31, 2022
- 3 All stock including the food and the condiments
- 4 All tables, chairs and any other furniture as well as pictures and decorations

TO HAVE AND TO HOLD the same unto the said party of the second part, the heir, executors, administrators, successors and assigns thereof forever. And the party of the first part does covenant and agree to and with the said party of the second part, to **WARRANT AND DEFEND** the sale of the said goods and chattels hereby sold unto the said party of the second part against all and every person and persons whomever. Said asset are sold "As IS", with no warranties expressed or implied except the warranty of good title.

IN WITNESS WHEREOF: the party of the first part has duly executed this bill of sale on the 17th day of October 2022.

In the presents of


WITNESS - Mark Sanderson


Michelle L Eason
Its Sole Proprietor

LEASE AGREEMENT

LEASE AGREEMENT made this day of October, 2022, by and between:

LANDLORD: Efie LLC of 15 Wabanaky Way, Andover, Massachusetts 01810
(hereinafter referred to as "LANDLORD") and

TENANT: Robert J. Lapierre of 49 Ferry Road, 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 One Thousand Five Hundred (1500) square feet, more or less) and Parking Area located at the Building located at 109 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: November 1, 2022, ending on October 31, 2027.

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 Village Square Restaurant.

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 – November 1, 2022 – October 31, 2023 - \$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.

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 20% 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 – November 1, 2023 – October 31, 2024 - \$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 3 – November 1, 2024 – October 31, 2025 - \$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 4 – November 1, 2025 – October 31, 2026 - \$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 – November 1, 2026 – October 31, 2027 - \$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.

F. FIRST MONTHS RENT: \$1,900.00 to be paid on or before 11/1/2022
 SECURITY DEPOSIT: \$0.00 to be paid prior to occupancy.
 LAST MONTH RENT: \$1,900.00 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 1,500 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 109 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 15 Wabanaky Way, Andover, MA 01810, 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.

B. TENANT will submit to LANDLORD a copy of the balance sheet for Yu Lin and Soho Sushi & Hibachi, Inc. showing the capital investments from the owners.

ARTICLE 7 – TAXES

TENANT shall pay to LANDLORD, as additional rent, 20% 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 or Parking Areas servicing the Leased Premises will be performed by LANDLORD and TENANT shall pay to LANDLORD any amounts due for TENANT'S proportionate share, which shall be 20% of the total for snow cleaning and removal as well as any common area maintenance including the removal of snow and ice, graffiti removal, landscaping, seal coating, paving, trash removal, and any other common area maintenance for and from the Premises.

TENANT shall pay its proportionate share of all Common Area charges and expenses referred herein as "Common Area Charges" and charges for the general upkeep and repair of the Leased Premises. TENANT'S proportionate share shall be 20% of the total expenditures.

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.

H. BOILER, MACHINERY AND EQUIPMENT BREAKDOWN INSURANCE. If applicable, TENANT agrees to carry at its own expense boiler, machinery and equipment breakdown insurance with comprehensive coverage in the amount equal to one hundred percent (100%) of the value of the replacement of such equipment.

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 sublessee 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 attorn 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. TOTAL CONDEMNATION OF PARKING AREA. If the whole of the Parking Area utilized for parking in the Leased Premises shall be acquired or condemned by eminent domain, then the term of this Lease shall cease and terminate as of the date of the taking of possession unless LANDLORD shall take immediate steps to provide other parking facilities substantially equal to the previously existing parking area, and such substantially equal parking facilities shall be provided by LANDLORD at its own expense within ninety (90) days from the date of the taking of possession. In the event that LANDLORD shall provide such other substantially equal parking facilities, then this Lease shall continue in full force and effect without any reduction or abatement of rent.

C. PARTIAL CONDEMNATION OF PARKING AREA. If any part of the parking area in the Leased Premises shall be acquired or condemned by eminent domain, and if, as the result thereof the ratio of square feet of parking area to square feet of the sales area of the Building on the Leased Premises is reduced to a ratio below that required by law, then the term of this Lease shall cease and terminate upon the taking of possession in such proceeding, unless the LANDLORD shall take immediate steps toward increasing the parking ratio to that required by law or obtaining a waiver or variance of governmental parking requirements, in which event, this Lease shall be unaffected and remain in full force and effect without any reduction or abatement of rent. In the event of termination of this Lease as aforesaid, TENANT shall have no claim against LANDLORD nor the condemning authority for the value of any unexpired term of this Lease and rent shall be adjusted to the date of said termination.

D. 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 untenable. 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 refixture 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, reletting 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 reletting after subtraction of the expenses of reletting), 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:
EFIE LLC of 15 Wabanaky Way, Andover, MA 01810, with simultaneous copy to Chris J. Panagiotidis, Esq., 11 Pleasant Street, Suite 410, Worcester, MA 01609.

and as to TENANT: Robert J. LaPierre of 49 Ferry Road, Haverhill, MA 01835,
or at such other address as each party may from time to time designate in writing to the other.

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 attorneys 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 sublessees.

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:
EFIE LLC

TENANT:
Robert J. LaPierre

By: Patroklos Saragas, Manager

Robert J. LaPierre, Personally

COMMONWEALTH OF MASSACHUSETTS

_____, ss

On this day of October, 2022, before me, the undersigned notary public, personally appeared Robert J. LaPierre, 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)

Notary Public

COMMONWEALTH OF MASSACHUSETTS

_____, ss

On this day of October, 2022, before me, the undersigned notary public, personally appeared Patroklos Saragas as Manager of EFIE 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 as Manager of EFFIE LLC.

My Commission Expires:
(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.



City of Haverhill, MA

11/29/2022

99059

Entertainment License

Status: Active**Date Created:** Nov 1, 2022**Applicant**

Siddhartha Bhalodia
burritospicehaverhill@gmail.com
61 Nolan Ct
Tewksbury, MA 01876
8653601921

Primary Location

225 LINCOLN AVE
Haverhill, MA 1830

Owner:

EVROTAS LLC
3 PLUFF AVE NORTH READING, MA 1864

Application for Entertainment License (between the hours of 8:00am and 1:00pm)**Name of Business (Individual, Corporation, Partnership of LLC, D/B/A name of Establishment)**

S & S Kitchen LLC, DBA Burrito Spice

Location of Business

225 Lincoln Ave, Haverhill MA 01839

Type of Application

New (first time applicant)

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

Amplifiers☐**D.J**☐**Karaoke**☐**Music - Amplified**☒**Sporting Event**☐**Comedy Show**☐**Vocalist(s)**☐**Dancing (by patrons only)**☐**Jukebox**☐**Movies**☐**Radio**☒**Television**☐**Performance (includes live bands)**☐**Other**☐**New Custom Section****Restrictions (Completed by Office)**

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Attachments

No attachments

History

Date	Activity
Nov 1, 2022 at 7:48 pm	Siddhartha Bhalodia started a draft of Record 99059
Nov 1, 2022 at 7:57 pm	Siddhartha Bhalodia submitted Record 99059
Nov 1, 2022 at 7:57 pm	completed payment step License Fee Payment on Record 99059
Nov 1, 2022 at 7:57 pm	approval step City Clerk Approvalwas assigned to Linda Koutoulas on Record 99059

Timeline

Label	Status	Activated	Completed	Assignee	Due Date
 License Fee Payment	Paid	Nov 1, 2022 at 7:57 pm	Nov 1, 2022 at 7:57 pm	-	-
 City Clerk Approval	Active	Nov 1, 2022 at 7:57 pm	-	Linda Koutoulas	-
 Entertainment Zoning Approval	Active	Nov 1, 2022 at 7:57 pm	-	-	-
 Local License Commission Approval	Inactive	-	-	-	-
 Entertainment License	Inactive	-	-	-	-





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



Issue Date: June 14, 2022
Expiration Date: June 14, 2026

Certificate Number: BUSC-22-76
Fee: \$60.00

Burrito Spice

225 Lincoln Ave Haverhill, MA 01830

Phone: 8653601921

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:

Burrito Spice at 225 Lincoln Ave - Haverhill, 01830 by Siddhartha Bhalodia

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): See attached

Siddhartha Bhalodia

COMMONWEALTH OF MASSACHUSETTS

On June 14, 2022, Siddhartha Bhalodia appeared before me and presented satisfactory evidence of identification which was a, proving the person(s) whose name(s) is 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.

See attached

Notary Seal

Notary Public Seal Expiration Date

Linda Koutoulas, Haverhill City Clerk

THIS DOCUMENT MUST BE SIGNED AND 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



Haverhill

City Clerk's Office, Room 118
4 Summer Street Haverhill, MA 01830
Phone: 978-374-2312 X5 Fax: 978-373-8490
cityclerk@cityofhaverhill.com
www.ci.haverhill.ma.us

New ☒ Renewal ☐ Filing Fee \$60.00

Certificate Number:

BUSINESS CERTIFICATE

In conformity with the provisions of Chapter One Hundred and Ten, Section Five of the General Laws, as amended, the undersigned hereby declares that a business is conducted under the title of:

Name of Business: Burrito Spice Business Address: 225 Lincoln Ave Haverhill MA 01830
Mailing Address: 225 Lincoln Ave Haverhill MA 01830
Telephone: 8653601921 Home Phone: Email: burritospicehaverhill@gmail.com

Please Select One:

☐ Auto Related ☐ Common Vic ☐ Entertainment Related ☒ Food Related (Not Com Vic) ☐ Inns
☐ Health Related ☐ Other ☐ Other Retail ☐ Online

By the following named persons(s):

CORPORATE NAME/TITLE OF OFFICER

S & S Kitchen LLC.

Manager

Signature(s): 

Print: Siddhartha Bhalodia

RESIDENCE/CORPORATE ADDRESS

61 Nolan Ct, Tewksbury MA 01876

DENISE GRAFFEO

Notary Public

Commonwealth of Massachusetts

My Commission Expires

December 2, 2027



A NOTARY PUBLIC MUST WITNESS SIGNATURES IF NOT SIGNED AT THE CITY CLERK'S OFFICE.

On the 10th day of June, 2022, Siddhartha K. Bhalodia appeared before me and presented satisfactory evidence of identification which was MA Driver's License, proving the person whose name is signed above and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

(Seal)

Dec. 2, 2027
Commission Expiration Date


NOTARY PUBLIC

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 years from the date of issue and shall be renewed each four years thereafter. A statement under oath must be filed with the 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 (\$300) for each month during which such violation continues.

DATE ISSUED: 06/14/2022

EXPIRATION DATE: 06/14/2026


CITY CLERK or OFFICE

(Seal)



City of Haverhill, MA

11/29/2022

LCCV-22-19

Common Victualler License

Status: Active**Date Created:** Nov 1, 2022**Applicant**

Siddhartha Bhalodia
burritospicehaverhill@gmail.com
61 Nolan Ct
Tewksbury, MA 01876
8653601921

Primary Location

225 LINCOLN AVE
Haverhill, MA 1830

Owner:

EVROTAS LLC
3 PLUFF AVE NORTH READING, MA 1864

Applicant Information**Relationship to Business Owner**

Owner

New Field

New (first time application)

Business Information**Business Name**

S & S Kitchen LLC

Establishment Name

Burrito Spice

Establishment Phone

8653601921

Type of Establishment

Restaurant

Establishment Mailing Address

225 Lincoln Ave

Establishment Mailing Address City

Haverhill

Establishment Mailing Address State

MA

Establishment Mailing Address Zip

01830

Manager Name

Siddhartha Bhalodia

Manager Cellphone

8653601921

Manager Home Address

61 Nolan Ct Tewksbury MA 01876

Is Application New, Renewal or Transfer?

New

Business Legal Structure

Limited Liability Corporation (LLC)

Property Information**Is this a Franchise?**

No

Planned Opening Date

11/15/2022

Total Square Footage

1440

Number of Seats

30

Number of Entrances

1

Number of Exits

2

Do You Plan Outdoor Seating?

No

Do You Plan to Sell Alcohol?

Yes

Days & Hours of Operation**Monday Hours of Operation**

11am to 9pm

Tuesday Hours of Operation

11am to 9pm

Wednesday Hours of Operation

11am to 9pm

Thursday Hours of Operation

11am to 9pm

Friday Hours of Operation

11am to 9pm

Saturday Hours of Operation

11am to 9pm

Sunday Hours of Operation

11am to 9pm

Persons/Entities with Interest**Name**

Siddhartha Bhalodia

Title/Position

Owner Manager

Stock/Ownership

100

Agreement & Signature

Yes



For Inspector Use Only**Basement Use Group**

--

Basement Allowable Load

--

Floor 1 Use Group

--

Floor 1 Allowable Load

--

Floor 2 Use Group

--

Floor 2 Allowable Load

--

Floor 3 Use Group

--

Floor 3 Allowable Load

--

Floor 4 Use Group

--

Floor 4 Allowable Load

--

Other Use Group

--

Other Allowable Load

--

Inspection Date

Attachments

 BusinessCertificate_BurritoSpice.pdf
Uploaded by Siddhartha Bhalodia on Nov 1, 2022 at 7:40 pm







BurritoSpice_Exterior.jpeg
Uploaded by Siddhartha Bhalodia on Nov 1, 2022 at 7:42 pm

History

Date	Activity
Nov 1, 2022 at 7:26 pm	Siddhartha Bhalodia started a draft of Record LCCV-22-19
Nov 1, 2022 at 7:42 pm	Siddhartha Bhalodia submitted Record LCCV-22-19
Nov 1, 2022 at 7:44 pm	completed payment step Common Victualler License Fee on Record LCCV-22-19
Nov 1, 2022 at 7:45 pm	completed payment step Lic Comm Application fee on Record LCCV-22-19
Nov 1, 2022 at 7:45 pm	approval step City Clerk Approval was assigned to Linda Koutoulas on Record LCCV-22-19
Nov 1, 2022 at 7:45 pm	approval step Tax Check was assigned to Jasmin Ortega on Record LCCV-22-19
Nov 2, 2022 at 8:01 am	Jasmin Ortega approved approval step Tax Check on Record LCCV-22-19

Timeline

Label	Status	Activated	Completed	Assignee	Due Date
 Common Victualler License Fee	Paid	Nov 1, 2022 at 7:42 pm	Nov 1, 2022 at 7:44 pm	-	-
 Lic Comm Application fee	Paid	Nov 1, 2022 at 7:44 pm	Nov 1, 2022 at 7:45 pm	-	-
 Tax Check	Complete	Nov 1, 2022 at 7:45 pm	Nov 2, 2022 at 8:01 am	Jasmin Ortega	-
 City Clerk Approval	Active	Nov 1, 2022 at 7:45 pm	-	Linda Koutoulas	-
 License Commission Approval	Inactive	-	-	-	-
 Common Victualler License Issued	Inactive	-	-	-	-



Haverhill

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

Sent via Regular and Certified Mail 7020 1810 0000 2343 6472

**Anthony Hans
Hans Enterprises Inc.,
d/b/a Hans Garden
114 Washington Street
Haverhill, MA 01830**

November 9, 2022

Dear Mr. Hans,

Re: Item for Discussion: Incident that occurred on 10/22/2022 at 1:26am

The following item has been added to the agenda for the next upcoming License Commission meeting for the following:

Agenda Item: **Item for Discussion: Incident that occurred on
10/22/2022 at 1:26 am.**

Next Meeting: **Thursday, December 1, 2022 at 6:00 p.m.
Haverhill City Hall
City Council Chambers, Room 202
4 Summer Street
Haverhill, MA 01830**

The License Commission is requesting your presence to appear before the board to discuss failure to attend the mandatory liquor license renewal meeting. Documentation of the incident referenced above has been enclosed for your records.

Sincerely,

Jennifer Sanchez
License Commission Clerk



**HAVERHILL PD
HAVERHILL, MA**

INCIDENT # / REPORT #
22050270 / 1

OFFICER
MARSHALL,T

RANK
PATROLMAN

REVIEW STATUS
APPROVED

INCIDENT # 22050270 DATA
As Of 10/23/2022 02:00:35

BASIC INFORMATION

<u>CASE TITLE</u> [REDACTED]	<u>LOCATION</u> 20 GRAND AVE	<u>APT/UNIT #</u>
<u>DATE/TIME REPORTED</u> 10/22/2022 01:26:44	<u>DATE/TIME OCCURRED</u> On or about 10/22/2022 01:26	
<u>INCIDENT TYPE(S)/OFFENSE(S)</u> (90/23/D)LICENSE SUSPENDED, OP MV WITH c90 S23 [REDACTED] (90/24/J)OUI LIQUOR C90 S24		

PERSONS

<u>ROLE</u>	<u>NAME</u>	<u>SEX</u>	<u>RACE</u>
REPORTING PERSON	PULIN, SEMA ALEX	MALE	WHITE

OFFENDERS

<u>STATUS</u>	<u>NAME</u>	<u>SEX</u>	<u>RACE</u>
DEFENDANT	[REDACTED]	[REDACTED]	[REDACTED]

VEHICLES

<u>ROLE</u>	<u>TYPE</u>	<u>YEAR</u>	<u>MAKE</u>	<u>MODEL</u>	<u>COLOR</u>	<u>REG #</u>	<u>STATE</u>
INVOLVED VEHICLE		2011	JEEP	PATRIOT	BLACK	[REDACTED]	MA
<u>STOLEN \$</u>	<u>REC CODE</u>	<u>DATE REC</u>	<u>REC \$</u>	<u>REC BY</u>			

PROPERTY

<u>CLASS</u>	<u>DESCRIPTION</u>	<u>MAKE</u>	<u>MODEL</u>	<u>SERIAL #</u>	<u>VALUE</u>
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]				
[REDACTED]	[REDACTED]				

OFFICER REPORT: 22050270 - 1 / MARSHALL,T (172)

DATE/TIME OF REPORT

10/22/2022 02:18:54

TYPE OF REPORT

INCIDENT

REVIEW STATUS

APPROVED

NARRATIVE

I, Officer Timothy Marshall, worked 2330-0730 hours on 10/21/2022-10/22/2022 while assigned to Car #4. I was dispatched to the back parking lot of 100 Washington St. (The Tap) at approximately 0135 hours in response to a suspicious person underneath the restaurant's deck. Officer J. Grazio was flagged down by an employee, Sema Pulin, and advised Dispatch of the report. Officer Grazio advised me during my response that the male left up an alley towards a dark-colored Jeep. Sema advised Officer Grazio that the male appeared "shady."

I observed a dark SUV driving up Railroad Sq. as I approached the location. I proceeded to follow the vehicle at a distance and located it parked in front of 20 Grand Ave. with its engine running and its hazard lights flashing. I pulled my cruiser up to the rear left side of the vehicle without activating my lights or sirens and without impeding its ability to drive forward or backward. I exited my cruiser and approached the vehicle from the driver's side. The driver's side window was down, and I could see that a male operator, later identified as [REDACTED] (defendant), was the only person inside. I asked [REDACTED] if he was okay, and he stated yes and that he was waiting for his girlfriend. I advised [REDACTED] of the report of a suspicious person, and upon further inquiry, he stated that he had just left that area. I advised [REDACTED] I was going back to my cruiser and that I was not currently conducting a traffic stop or detaining him. An inquiry of the vehicle registration (MA REG [REDACTED] on CJIS showed that the registered owner's license was suspended, and the license photo appeared to be the operator inside the vehicle. I revisited [REDACTED] at his window and confirmed with [REDACTED] that he was, in fact, the registered owner. [REDACTED] showed me his driver's license, and I advised [REDACTED] that his license was suspended. [REDACTED] stated he thought he had fixed the issue with New York. I instructed [REDACTED] to move his vehicle from the roadway, park in a nearby parking space, and exit the vehicle.

When [REDACTED] stepped out, Officer Grazio and I could smell a moderate odor of an alcoholic beverage emanating from his person. I asked [REDACTED] if he had been drinking that night, and he stated he had 2-3 drinks. [REDACTED] appeared unsteady on his feet, he was slurring some of his words, and his eyes were bloodshot. I advised [REDACTED] my observations and requested he submit to Standardized Field Sobriety Testing (SFST), which he agreed to perform. Officers directed [REDACTED] to a flat portion of the road, which was smooth, free of debris, and well-illuminated by street lights. I advised [REDACTED] we would be conducting a series of tests and that I would explain each test. Officer Grazio observed [REDACTED] and took notes while I guided [REDACTED] through SFSTs using an MSP Field Sobriety Testing card I keep in my pocket. I

demonstrated each test for [REDACTED] and advised him of the instructions. The first test conducted was the Horizontal Gaze Nystagmus. [REDACTED] was not wearing contacts, and he expressed understanding of the instructions. In both eyes, [REDACTED] displayed a lack of smooth pursuit, distinct and sustained nystagmus at maximum deviation, and the onset of nystagmus prior to 45 degrees for a total of 6 clues. The second test conducted was the One Leg Stand to which [REDACTED] expressed understanding of the instructions. [REDACTED] had to be reminded to remain in the starting position while I was explaining the instructions. After being instructed to begin, [REDACTED] did not properly count out loud and said, "... 8, 8, 9, 10, 12..." and stopped at 17. I ran my stopwatch for 30 seconds during the test and noted several seconds of silence near the end of my timing. [REDACTED] swayed throughout the test, raised his arms several times, and put his foot down several times for a total of 3 clues. The third test was the Walk and Turn. [REDACTED] expressed understanding of the instructions and could not maintain his balance while standing in the starting position. [REDACTED] stepped out of the starting position and then started taking his first nine steps. [REDACTED] started on the wrong foot before, and I told him to begin. [REDACTED] did not walk heel-to-toe on his first nine steps, and he did not properly leave his front foot down while turning after the ninth step. Due to [REDACTED] improper turning on the ninth step, his second nine steps back were offset approximately 1-3 feet from the path he walked on during the first nine steps. [REDACTED] exhibited a total of 5 clues. Due to my initial observations of [REDACTED] and the number of clues exhibited during SFSTs, I formed the opinion that [REDACTED] operated MA REG [REDACTED] while under the influence of intoxicating liquor. All mentioned roadways are public ways owned and maintained by the City of Haverhill.

[REDACTED]

[REDACTED] was transported to the Haverhill PD booking area. Lt. N. Brown read his Miranda Warnings and telephone rights. Lt. Brown also read his Statutory Rights and Consent Form verbatim, and [REDACTED] signed consent to submit to the chemical (breath) test. [REDACTED] Blood Alcohol

Concentration (BAC) was tested on the Haverhill PD Draeger Alcotest 9510 (Serial [REDACTED]), and the test results indicated that [REDACTED] BAC was 0.13%. The machine printed out [REDACTED] notice of suspension, and it was entered into his property. [REDACTED] was advised of the results and was booked, fingerprinted, photographed, searched, and placed into Cell #M1 to await bail. I issued [REDACTED] Massachusetts Uniform Citation # [REDACTED] and placed the Offender Copy into his property. [REDACTED] later stated that he had two drinks at Han's Garden, which is located next to The Tap. [REDACTED] MA driver's license was seized and destroyed. [REDACTED] was arrested for the following charges:

- c.90 s.24, OUI LIQUOR.
 - c.90 s.23, LICENSE SUSPENDED, OP MV WITH.
- [REDACTED]

REPORT OFFICERS

Reporting Officer:	MARSHALL, T	172
Approving Officer:	BROWN, N	29



Haverhill

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

Sent via Regular and Certified Mail

Dharmesh Dave
Anrush LLC/ d/b/a Bradford liquors
91 South Main Street
Haverhill, MA 01835

November 29, 2022

Re: Item for Discussion: Incident on or about October 18, 2022, at approximately 18:09

Dear Mr. Dave,

The following item has been added to the agenda for the next upcoming License Commission meeting for the following:

Agenda Item: **Item for Discussion: Incident October 18, 2022 at approximately 18:09.**

Next Meeting: **Thursday, December 1, 2022 at 6:00 p.m.**
Haverhill City Hall
City Council Chambers, Room 202
4 Summer Street
Haverhill, MA 01830

The License Commission is requesting your presence to appear before the board to discuss an incident that occurred October 18, 2022. Documentation of the incident referenced above has been enclosed for your records. If you are unable to attend this meeting, please contact me directly as soon as possible.

Sincerely,

Jennifer Sanchez
License Commission Clerk



**HAVERHILL PD
HAVERHILL, MA**

INCIDENT # / REPORT #
22049760 / 1

OFFICER
DECARVALHO,K

RANK
PATROLMAN

REVIEW STATUS
APPROVED

INCIDENT #22049760 DATA

As Of 10/18/2022 21:57:55

BASIC INFORMATION

CASE TITLE

[REDACTED]

LOCATION

91 SOUTH MAIN ST

APT/UNIT #

DATE/TIME REPORTED

10/18/2022 18:09:23

DATE/TIME OCCURRED

On or about 10/18/2022 18:09

INCIDENT TYPE(S)/OFFENSE(S)

(90/24/K)OUI LIQUOR, 2ND OFFENSE c90 S24
(TOW)MV TOWED

PERSONS

ROLE

REPORTING PERSON

NAME

[REDACTED]

SEX

[REDACTED]

RACE

[REDACTED]

OFFENDERS

STATUS

DEFENDANT

NAME

[REDACTED]

SEX

[REDACTED]

RACE

[REDACTED]

VEHICLES

ROLE

INVOLVED VEHICLE

TYPE

YEAR

2007

MAKE

ACUR

MODEL

MDX

COLOR

BLACK

REG #

[REDACTED]

STATE

MA

STOLEN \$

REC CODE

DATE REC

REC \$

REC BY

[NO PROPERTY]

OFFICER REPORT: 22049760 - 1 / DECARVALHO,K (124)

DATE/TIME OF REPORT

10/18/2022 18:52:26

TYPE OF REPORT

INCIDENT

REVIEW STATUS

APPROVED

NARRATIVE

On 10/18/22 I, Ofc. DeCarvalho was assigned to the early night shift (1630-0030 hrs) in car #18. At approximately 1809 hrs, I was dispatched to

Bradford Liquors (91 South Main St) for a wellbeing check. Dispatch advised that the reporting party observed a female unsteady on her feet getting out of a black Acura with plate number [REDACTED]. While responding, Dispatch advised that the female had returned to her vehicle which was parked on South Pleasant St. The vehicle then continued down South Pleasant St and took a left turn onto South Prospect St. She then continued straight through the intersection of South Main St onto Kingsbury Ave. Dispatch then advised that the vehicle had pulled into the driveway of the registered owner [REDACTED]. Dispatch received all this information from the reporting party who was following the vehicle. CJIS listed the registered owner as [REDACTED].

Upon arrival, I observed a black Acura MDX (Mass Reg. [REDACTED]) parked inside of the garage facing in. The garage door was open. I observed [REDACTED] exiting the driver's seat. [REDACTED] was unsteady on her feet and immediately held onto the garage wall to balance herself. [REDACTED] then continued stumbling to the front of the vehicle where she placed a small black shopping bag on the hood of the vehicle. I parked my cruiser on the street and walked up the short driveway towards [REDACTED]. I made contact with [REDACTED] and asked if I could speak with her. [REDACTED] stumbled back to the front of the garage. I could immediately smell a strong odor of an alcoholic beverage emanating from [REDACTED] person. [REDACTED] also had glassy eyes. I advised [REDACTED] of my reason for being there. [REDACTED] just shook her head slowly while gazing down to the ground. Ofc. Graham arrived on scene. I asked [REDACTED] if she had anything to drink and she stated she only had two 5oz glasses of wine at approximately 1700 hrs. She stated that she had just gone to the liquor store to buy something to drink. I told [REDACTED] that I would be conducting standardized field sobriety tests (SFSTs) so I could determine if she was in a condition to operate the vehicle, [REDACTED] agreed.

Both cruiser's emergency lights, spot lights, and sirens were off. I directed [REDACTED] to a flat area which was clear of debris. I began the SFSTs on [REDACTED]. [REDACTED] was asked if she had any medical problems that would prevent her from taking these tests and she stated that she has been having Sciatica nerve pain on her right leg for the past two weeks. [REDACTED] was wearing glasses and she removed them.

The first test was the Horizontal Gaze Nystagmus (HGN) test. I read the instructions to this test from my SFST instruction card. I told [REDACTED] to stand with her feet together and to keep her hands by her side. [REDACTED] stated that she understood the instructions, however she kept holding on to her vehicle and garage wall for balance. [REDACTED] had to be reminded numerous times to keep her hands by her side. I instructed [REDACTED] to keep her head still and follow my pen (stimulus) with her eyes only. [REDACTED] was told to not move her head during the test. [REDACTED] stated that she understood the instructions. I held my pen (stimulus) approximately 12 inches away from [REDACTED] ce slightly above

the centerline of her eyes. The test began and [REDACTED] followed the tip of the pen. Throughout the test [REDACTED] kept moving her head while following the stimulus. [REDACTED] had to be reminded several times to only follow the stimulus with her eyes. [REDACTED] had equal pupil size on both eyes. [REDACTED] had distinct and sustained Nystagmus at Max Deviation and Nystagmus onset prior to 45 degrees on both eyes. [REDACTED] also lacked smooth pursuit.

The second test was the One Leg Stand. I read the instructions to this test from my SFST instruction card. I asked [REDACTED] if she had any leg injuries that would prohibit her from putting all of her weight on either of her legs. [REDACTED] referred to her Sciatica nerve pain on her right leg, [REDACTED] was encouraged to use her left leg for this test, if she could not put all of her weight on her right leg due to the pain. [REDACTED] was instructed to stand with her feet together and arms at her side. I demonstrated this position for her. [REDACTED] attempted to stand at this position, but had to move to correct her balance several times. [REDACTED] asked why we were doing this and she was advised again of the above information. I continued to instruct [REDACTED] on the starting position. I continued with the instructions and demonstrated the test to [REDACTED]. I told her when I instructed her to do so, she would raise one leg in a stiff-leg manner and hold her raised foot about 6 inches off the ground with her toe pointed forward. I told her to keep her arms at her side, look directly at her raised foot while counting out loud like this: 1001, 1002, 1003 until I told her to stop. I told [REDACTED] that this was a 30 second test. I asked [REDACTED] if she understood the instructions and she stated that she was not going to do the test. [REDACTED] declined to complete this test. [REDACTED] declined to complete any further testing.

Based on my observations and the factors above, [REDACTED] was placed under arrest for OUI Liquor. [REDACTED] was handcuffed behind her back (double-locked and checked for tightness) and placed in the back of my cruiser for transport to the station. [REDACTED] had a prior OUI Liquor arrest (DKT# [REDACTED]) [REDACTED] was charged with (90/24/K) OUI Liquor, Second Offense. Once at the station, [REDACTED] was advised of her Miranda rights, right to use the telephone, and charges by OIC Lt. Powell. OIC Lt. Powell also advised [REDACTED] of her statutory rights pursuant Massachusetts General Laws Chapter 90, Section 24 by reading directly from the consent form [REDACTED] agreed to complete the chemical test. The chemical test was completed on the ALCOTEST 9510, Serial [REDACTED] by Ofc. Mejia. [REDACTED] had a BAC of 0.28. The booking was completed in the usual fashion. [REDACTED] was placed into cell F1.

A copy of [REDACTED] Notice of Suspension for a Chemical Test Failure was placed with her property. [REDACTED] was issued Massachusetts Uniform Citation # [REDACTED]. [REDACTED] driver's license was confiscated and destroyed. Bradford Towing towed the vehicle to their tow yard; a motor vehicle inventory form was completed by Ofc. Graham. All the above mentioned roads are public

ways owned and maintained by the City of Haverhill. A photo of the two small Pinot Grigio nips found in the vehicle are attached to this report. A copy of the Massachusetts Office of Alcohol Testing Periodic Test Report completed by Sgt. Lynch on 7/21/22 is attached to this report.

I contacted the reporting party [REDACTED] stated that she observed the female [REDACTED] park her vehicle on South Pleasant St by South Main St. [REDACTED] then exited the vehicle and almost fell to the ground. [REDACTED] then made her way around the vehicle by holding onto it. [REDACTED] then stumbled to the liquor store and used the walls for balance to enter the store. Shortly after, [REDACTED] exited the store in the same fashion. [REDACTED] then stumbled to her vehicle's passenger side where she placed her purchase. [REDACTED] then used the vehicle as balance to make her way into the driver's seat. [REDACTED] began to drive down South Pleasant St and [REDACTED] followed while on the phone with dispatch. [REDACTED] stated that [REDACTED] kept hitting her brakes while driving and it was unusual. Ann then pulled into her condo complex and [REDACTED] stopped following.

Prior OUI Liquor:

ARG-DATE: 05/03/10 PD: WIM COURT: WOBURN DISTRICT
DKT#: [REDACTED]
OFF: OPER UND INFL OF LIQ 111A
STATUS: C WPD: WDT:
DISP: C 10/17/11 G PROB 4/16/13 PROG VWF VN 5/18/12 VOP R/R G 1
YR SPS 90 DA
CMTD 5/16/14 VWF PD TERM

Respectfully Submitted,

Ofc. DeCarvalho, 124

REPORT OFFICERS

Reporting Officer:	DECARVALHO, K	124
Approving Officer:	POWELL, L	8

Section 12 Renewals In compliance:

110 Grill
A-1 Deli
99 Restaurant
Academy Lanes
American Legion
Applebees
Asian Garden
Amvets
Azul
Bradford Brew House
Bradford Social & Athletic Club
Barking Dog
Bradford Country Club
Butch's Uptown
Casa Blanca
Cedardale
Crescent Yaht Club
Crystal Lake Golf Club
China King
East West Tavern
Essex Street Grill
Elk's Club
Garrison Golf Center
Grande Mexico
The Garibaldi Liguria Club
G's
Hans Garden
Haverhill Country Club
Haverhil Ridgerunner's Club
Jimmy K's
Joseph's Trattoria
Keons 105 Bistro
Krueger Flatbread
Kobe Buddha House
La Lechonera
Longhorn
Mr. Mike's Restaurant
La Pizza DiForno
Maria's Family Restaurant
Michael's Function Hall
The New Lantern Café
New Moon Garden
Olympia Social Club
Oriental Gardens
O Yummy Asian Bistro
Paul Francis Bridal

Roma
Renaissance Golf Club
R.G.'s Pub
Smith's Tavern
The Grill Next Door
Stacks
Uno Pizzeria
Tawa Tandoor
The Tap
The Fat Greek
The Hidden Pig
The Peddler's Daughter
Wicked Axe
Wang's Table

Section 12 NOT in compliance

Barrio Tacos

pending workers comp and picture

Section 15 In complianc:

Academy Liquors
American Grocery
Andy's Convenience
Bradford Liquors
Central Plaza Wine and Spirits
Chris Ann Liquors
Convenience Station
Downtown Wine and Spirits
Flowers By Steve
Harry's Liquors
Hilldale Convenience
Haverhill Beef Co.
Kenoza Variety
K's Fuel Stop
OM Mobil Mart 2
One Stop Market
Pares Liquors
Racing Mart
Red Hen Market
Riley's Corner
Richdale
Shamrock Liquors
Town Line Convenience
Town's Variety and Liquor
Wang's Liquors

Section 15 Not in Compliance

Circle K

pending renewal packet

Uinon Supermarket
Qwikmart

pending renewal packet
pending renewal packet

Common Victualler in compliance

Academy Lanes
Ari's Pizza
Battlegrounds Coffee Company
Biggarts Ice Cream
Bradford Seafood
Bradford Ski Area
Carter's Ice Cream
Dunkin Donuts (pliaistow rd)
Dunkin Donuts (river street)
Dunkin Donuts (winter street)
Five Guys
Giovanni's Roast Beef
Gourmet House Asian Cuisine
G-Raff's
Haverhill House of Pizza
Haverhill Valley Forum
Heav'nly Donuts (Bradford)
Heav'nly Donuts (Haverhill)
Kaldi's Café
Little Cesar's Pizza
Lucky Corner Restaurant
Market Basket (Lincoln Ave)
Market Basket (Lowell Ave)
Market Basket (Water Street)
Mark's Deli
McDonald's (Main Street)
McDonald's (River Street)
McDonald's (South Main)
Pizza Etc.
Steve's House of Pizza
Taco Bell (Main Street)
Taco Bell (Plaistow Road)
Tacos Lupita

Common Victualler NOT in compliance

(NOT DUE UNTIL 12/27)

200 Main Grill

711

711

Aroma Joe's
Athen'a Pizza
Azzi Bakery
Benedetti's Deli
BJ's Wholesale Club

Boston Sports Club
Bradford Swim and Recreation Center
Brother's Pizza
Burger King (plaistow rd)
Burger King (Lincoln Ave)
Carbone's Kitchen
Chicken Connection
Chipotle
Costello's
Cumberland farms
Cumberland farms
DiBurro's Functon Facility
Domino's
Duffy's Diner
Dunkin (South main)
Dunkin(amesbury rd)
Dunkin(broadway)
Dunkin (Lincoln Ave)
Dunkin (Main St)
Dunkin (Middlesex)
El Taco Guapo
Emily's Bakery
Fresco Beignet
Friendly's
Ginger House
Grande Mexico
Hampton Inn
Hard Body Meals
Haverhill Jade
High Street Market
Hilldale Pizza
Italian American Social Club
Jacqueline Grocery 2
Mediterranean Pizza & Subs
Mediterranean Pizza & Subs (Bradford)
Mi Isla
Mike's Famous Roast Beef
Monarch Nutrition
Mother Cluckers
Napoli's Pizza
Nelly's Kitchen
Newbury Café and Catering
NH Beach Pizza
Papa Gino's
Peking Gardens
Periwinkle Café
Pizza Express

Poet's Inn
Pollo Centro
Raff's Café
Roasted Café
Romano's Pizza
Sam's Food Store
Sparky's Wings and Things
Spaziano's Pizzeria and Catering
Spedway
Starbucks
Steampunk Station
Steve's Famous Roast Beef
Subway
Subway (bjs)
Sunoco
Target Store
The Learning Café
The Pizza Place
United Cakes
Villa Mar
Village Square (pending)
Wendy's (plaistow rd)
Wendy's (39 south main)
Wicked Big Café
Najo's Mediterranean Grill

Entertainment in compliance

110 Grill
A-1 Deli
Academy Lanes
American Legion
Amvets
Applebee's
Ari's Pizza
Armenian Apostolic Church at Hye Pointe
Asian Garden
Azul
Barking Dog
Battlegrounds
Bradford Brew House
Bradford Country Club
Butch's Uptown
Casa Blanca
Cedardale
China King
Crescent Yaht Club
Crystal lake Golf Club

Dunkin (River St)
Dunkin (Plaistow Rd)
Dunkin (Winter St)
Elks Club
Essex St Grill
Five Guys
Garrison Golf
Giovannis
G's
Hans Garden
Haverhill Country Club
Haverhill House of Pizza
haverhill Ridgerunners
Haverhill Valley Forum
Heav'nly Donuts (South Main)
Heav'nly Donuts (Plastow Rd)
Jimmy K's Diner
Joseph's Trattoria
Keons
Kobe Buddha
Kruegar Flatbread
La Lechonera
La Pizza DiForno
Longhorn Steakhouse
Maria's Family Restaurant
Market Basket (Lowell Ave)
market Basket (Water Street)
Market Basket (Lincoln Ave)
McDonalds (South main)
McDonalds (River St)
McDonalds (Main Street)
Michael's Function Hall
New Lantern Café
New Moon Garden
O Yummy Asian Bistro
Olympia Social Club
R.G.'s Pub
Renaissance Golf Club
Roma
Smith's Tavern
stacks
Taco Bell (Main Street)
Taco Bell (Plaistow Rd)
Tacos Lupita
Tawa Tandoor
The 99 Restaurant
The Fat Greek

The Grill Next Door (pending)
The Hidden Pig
The Peddler's Daughter
The Tap
Uno
Village Square
Wang's Table
Wicked Axe
East West Tavern

Entertainment NOT in Compliance

(NOT DUE UNTIL 12/27)

Barrio Taco
Aroma Joes
Aroma Joes
Athena's Pizza
Bj's Wholesale Club
Brother's Pizza
Burger King (Lincoln Ave)
Burger King (Plaistow Rd)
Buttonwoods Museum
Carbone's Kitchen
Chicken Connection
Chipotle
Costello's
Domino's
Dunkin (South Main)
Dunkin (Amesbury Rd)
Dunkin (Broadway)
Dunkin (Lincoln)
Dunkin (Main St)
Dunkin (Middlesex)
Taco Guapo
Grande Mexico
Hard Body Meals
Mediterranean Pizza
Mi Isla
Monarch Nutrition
Mother Cluckers
Nelly's Kitchen
NH Beach Pizza
Oriental gardens
Papa Gino's
Perwinkle café
Pizza Express
Pollo Centro
Raffs café
Romano's Pizza

Sam's Food Store
Sparky's Wings and Things
Starbucks
Steampunk Station
Steve's Famous Roast Beef
Villa mar
Wendy's (Plaistow Rd)
Wendy's (South main)
Willow Spring
Winnekenni Castle
200 Main Grill

Outdoor Dining In Compliance (ALL)

Barking Dog
Butch's Uptown
Casa Blanca
Keon's
The peddler's Daughter
Wang's Table
G's

Car Dealers In complaince

Adamson Industries Corp
Bob Baker's Auto sales
Express Motors
Haverhill Auto Sales
JDR's Auto
JDR's Auto.com
Lakeside Motors
Mike's One stop
R & K Autobody
River Street Auto Body
RMVans
Royale Limosine
Sean's Auto Repair and Sales
Tony's Used Auto Parts
Village Auto

Car Dealers NOT in compliance

(NOT DUE UNTIL 12/26)

A1 Auto Care
Aramian's Auto Sales
Auto Ford of Haverhill
Auto Fair Subaru
Bill Deluca Chevrolet Buick GMC Inc.
Bill DeLuca Chrysler-Jeep-Dodge, Inc.
Bradford Towing
CarNova

Cars4U
DM Motors
Emilio's Auto Sales
Family Auto Sales
FCC Towing
First Choice Auto LLC
Foreign Collision
Haverhill Motorcars II
Haverhill Motorcars, Inc.
J & L Wholesalers
J & N Automotive Services & Sales
Jaffarian Service Inc.
Jaffarian Volvo Toyota
Juniper Autos
M & N AutoWholesalers
Marcel's Autoworks
Mike's Sunoco
Mobil
One Ten Towing Co.
One Ten Towing Co.
P & P Auto Sales
R. M. Auto Sales
Riverside Garage Inc.
Royal Crest Motors
G & J Wholesale
Sammys Internet Auto Sales
Smith Motor Sales of Haverhill, Inc.
Topline Imports
Val's Foreign Auto Repair
Vindicated Cycles
Viti Auto Sales
Welcome Street Motors