



**SELECT BOARD
Town Offices
50 Billerica Road
Chelmsford, MA 01824-2777
(978) 250-5202**

March 18, 2026

Brendan Pelley
Kri Kri Hospitality LLC
18 Boston Rd, Suit 200
Chelmsford, MA 01824

SENT VIA EMAIL

Dear Brendan Pelley,

Notice is hereby given that the Select Board will conduct a public hearing on the application for a Wine and Malt Beverages Restaurant License for Kri Kri Hospitality LLC, DBA Kri Kri Grill to be exercised on the premises at 18 Boston Rd Suite 200. This hearing will take place at **6:00 PM on Monday, March 30, 2026, at the Town Offices, 50 Billerica Road, Room 204**. It is required that the applicant or a representative attend this hearing. You may participate in person or virtually via Zoom. If you would like to participate via zoom, please request the Zoom Link via email (TMOffice@chelmsfordma.gov) no later than 12:00pm (noon) on March 30th.

Advertisement of this public hearing will appear in the Lowell Sun on March 20th. Enclosed please find a list of abutters prepared by the Board of Assessors. **It is required that the applicant notify the owners of all property that abuts 18 Boston Rd within three days of the publication of the advertisement, by Certified Mail, Return Receipt Requested.** You may use a copy of the legal ad enclosed and photocopy it for notice to the abutters. The white mailing receipts and green return receipt cards must be presented to the Board prior to or at the time of the hearing.

If you have any questions, please contact me at (978) 244 3302 or JGeraghty@chelmsfordma.gov.

Sincerely,

James Geraghty
Operations Assistant

NEW ON-PREMISES ALCOHOL LICENSE

Licensee: Kri Kri Hospitality LLC

ABCC Requirements

- Monetary Transmittal Form
- \$200 fee via ePay
- New Retail Application
- Manager Application
- Vote of the Entity
- Business Structure Documents
 - If Sole Proprietor, Business Certificate
 - If Partnership, Partnership Agreement
 - If Corporation or LLC, Articles of Organization from Secretary of the Commonwealth
- CORI Authorization(s) *for each individual with financial or beneficial interest AND one for the proposed manager*
- Proof of Citizenship for proposed manager
- Supporting Financial Records *for all financing and or loans, including pledge documents*
- Legal Right to Occupy *lease or deed*
- Floor Plan
- Abutter Notification
- Advertisement
- Management Agreement (if applicable)

Additional Town Requirements

- Current Business Certificate (if required by M.G.L. c.110 §5)
- Application for License – General
- Application for Common Victualler License
- Departmental Review Sheet

- Entertainment License Application (if applicable)
- Advertisement Fee
- \$150 Filing Fee

- Complete J. Geary
- Incomplete _____

Required Prior to Issuance

- Workers Compensation Insurance Affidavit
- Workers Compensation Insurance Certificate
- Liquor Liability Insurance Certificate
- Tax Compliance Affidavit
- TIPS Certificate for license manager
- Crowd Manager Certification (if applicable)
- Annual License Fee (prorated by quarter year)



SELECT BOARD
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50 Billerica Road
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(978) 250-5202 FAX: (978) 250-5252

APPLICATION FOR LICENSE

INFORMATION TO BE FURNISHED BY APPLICANT – GENERAL

1. Type of License Applied for Common Victualler - Wine and Malt
2. Official Name on License Kri Kri Hospitality, LLC
3. D/B/A/ (if applicable) Kri Kri Grill
4. Address of Establishment 18 Boston Rd STE 200 Chelmsford MA
01824
5. On Premises Phone Number 978 979 2303
6. Manager's Name, Address and Home Phone # Brendan Pelley
10 Vincent Rd Chelmsford, MA 01824 978 979 2303
7. Hours of Operation Requested:
Weekdays 11 - 8
Sundays 11 - 8
8. Seating Capacity 36



SELECT BOARD
 Town Offices
 50 Billerica Road
 Chelmsford, MA 01824-2777

Phone: (978) 250-5202

DEPARTMENTAL REVIEW SHEET
FOR SELECT BOARD LICENSE APPLICATIONS

Please complete this form and attach the floor or parking plan, if required. Submit this form with your complete application packet to the Select Board office, and departmental comments will be obtained internally. Departments may request additional information as needed.

For planning purposes, you may contact any departments prior to completing your application. For any renovations, alterations, or new buildings, a preliminary review with the Building Commissioner is strongly recommended.

Application Type:

- New License
- Transfer of Existing License

Current Licensee _____

- Amendment to Existing License

Amendment Type(s) _____

License Type Beer and Wine

Name of Business Kri Kri Grill

Premises Address 18 Boston Rd STE 200 Chelmsford, MA 01824

Application Contact: Name: Brendan Pelley Phone #: 978 979 2303

E-mail Address: chef@chefbrendanpelley.com

Existing Use of Premises Restaurant Capacity** ~~26~~ Indoor 12 outdoor

Proposed Use of Premises Restaurant Capacity** 36

** Seating capacity for restaurants and number of cars for sale for auto dealers

Do you plan to make any renovations or physical alterations to the premises?

- No Yes - Proposed Changes Mainly cosmetic and updates to current codes

A preliminary review with the Building Commissioner is strongly recommended

- Plans Attached - **Floor plans** are required for new/transfer Common Victualler & Alcohol licenses and for amendments involving alterations to the premises.
- **Parking plans** are required for Auto Dealer licenses



SELECT BOARD
Town Offices
50 Billerica Road
Chelmsford, MA 01824-2777

Phone: (978) 250-5202

APPLICATION FOR COMMON VICTUALLER LICENSE

Licensee Name: Kri Kri Hospitality, LLC
(list name of sole proprietor, partners or corporate entity name)

Doing Business As (DBA): Kri Kri Grill

Premises Address: 18 Boston Rd STE 200 Chelmsford, MA 01824

Premises Phone #: 978 979 2303 Business E-mail: chef@chefbrendanpelley.com

Hours of Operation: Mon. - Sat. 11 - 8 Sunday 11 - 8

Physical Description of Premises *(include square footage, # of stories, # of entrances/exits, # of rooms, & number of seats requested both indoors and outdoors if applicable):*

1800 sq ft. - 1 story - 2 entrance/exit -
4 Rooms - 36 seats indoors - 12 seats
outdoors

FLOOR PLAN OF PREMISES IS ATTACHED

Manager: Name: Brendan Pelley

Address: 10 Vincent Rd. Chelmsford, MA 01824

Phone # *(to reach manager when not on premises):* 978 979 2303

E-mail Address: chef@chefbrendanpelley.com

Application Contact: Name: Same as manager

Address: _____

Phone #: _____

E-mail Address: _____

Applicant acknowledges receipt of and will abide by the Town of Chelmsford Liquor & Common Victualler License Regulations.

Applicant's Signature:  Date: 2/26/26

Print Name: Brendan Pelley

Select Board Licensing

Department Review Sheet

To be completed by Town Personnel Only

Please note if your department has any concerns with this Select Board License application, citing specific codes if applicable. You may also note any requirements your department will have from this applicant.

Building Department/ADA

Review and Date: 3/11/26

Comments: Applicant to submit a building permit application online/permiteye with stamped drawings, stamped floor layout capacity calculations, ADA/521 CMR code analysis for seating, tables, doors as applicable. Initial control documents, licenses and binder as deemed necessary for review.

Community Development

Review and Date: 3/18/26

Comments: No concerns

Board of Health

Review and Date: 3/13/26

Comments: We need to receive the full set of stamped plans.

Tax Collectors Office

Review and Date: John Sousa, Jr. Treasurer-Collector, 3/11/2026

Comments: No Concerns

Fire Department

Review and Date: 3/18/2026

Comments: Applicant shall submit stamped plans for our review.

Police Department

Review and Date: 3/17/26 Chief Colin C. Spence

Comments: Plans need to be updated to show outdoor seating if applicable.

DPW

Review and Date: Tony Reppucci, Town Engineer, 3/16/25

Comments: Based on the information provided, there are no sewer fees/impact fees. This application is not a change in sewer usage from the previous restaurant. If the applicant desires to add additional seating, DPW will require further information.

Your Information

Payment

Receipt

Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

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



Transaction Processed Successfully.

INVOICE #: 1cae1db9-ee7e-4c1c-a49f-55a440aee749

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	Kri Kri Grill	\$200.00
		\$200.00

Total Convenience Fee: \$5.18

Date Paid: 3/2/2026 6:50:53 PM EDT

Total Amount Paid: \$205.18

Payment On Behalf Of

License Number or Business Name:
Kri Kri Grill

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
Brendan

Last Name:
Pelley

Address:
10 Vincent Rd

City:
chelmsford

State:
MA

Zip Code:
01824

Email Address:
chef@chefbrendanpelley.com



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

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

APPLICATION FOR A NEW LICENSE

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

ECRT CODE: RETA

Please make \$200.00 payment here: ABCC PAYMENT WEBSITE

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

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

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN

STATE

ZIP CODE

For the following transactions (Check all that apply):

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

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

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



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

APPLICATION FOR A NEW LICENSE

Municipality

1. LICENSE CLASSIFICATION INFORMATION

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

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

Beer and Wine with cordials license for a new chef-owned counter service Greek taverna in Chelmsford. Serving lunch, dinner and weekend brunch of scratch made authentic cuisine and a small, focused menu of Greek beer and wine for weekend brunch.

Is this license application pursuant to special legislation? Yes No Chapter Acts of

2. BUSINESS ENTITY INFORMATION

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

Entity Name FEIN:

DBA Manager of Record

Street Address

Phone: Email:

Alternative Phone: Website:

3. DESCRIPTION OF PREMISES

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

Kri Kri Grill is a ground-level, chef-driven Greek restaurant located within a commercial plaza in Chelmsford, Massachusetts. The premises consist of approximately 1,800 square feet and include a main dining area with table seating for 36 guests, a service counter for ordering, a commercial kitchen, restrooms, dry and cold storage areas, and a designated alcohol storage area.

Total Square Footage: Number of Entrances: Seating Capacity:

Number of Floors: Number of Exits: Occupancy Number:

4. APPLICATION CONTACT

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

Name: Phone:

Title: Email:

APPLICATION FOR A NEW LICENSE

5. CORPORATE STRUCTURE

Entity Legal Structure	<input type="text" value="LLC"/>	Date of Incorporation	<input type="text" value="9/24/2025"/>
State of Incorporation	<input type="text" value="Massachusetts"/>	Is the Corporation publicly traded?	<input type="radio"/> Yes <input checked="" type="radio"/> No

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

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

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

Name of Principal	Residential Address	SSN	DOB
<input type="text" value="Brendan Pelley"/>	<input type="text" value="10 Vincent Rd Chelmsford, MA 01824"/>	<input type="text" value="[REDACTED]"/>	<input type="text" value="[REDACTED]"/>

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

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

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

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

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

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

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

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

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

Additional pages attached? Yes No

CRIMINAL HISTORY
 Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions. Yes No

APPLICATION FOR A NEW LICENSE

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	Municipality

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	Municipality

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

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

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

7. OCCUPANCY OF PREMISES

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

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

Please indicate by what means the applicant will occupy the premises

Lease ▼

Landlord Name Chelmsford Town Center LLC

Landlord Phone 9782875000

Landlord Email bfoley@winent.com

Landlord Address 150 Baker avenue extension STE 303 Concord, MA 01742

Lease Beginning Date 1/28/2026

Rent per Month 3,000

Lease Ending Date 1/28/2036

Rent per Year 36,000

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

Yes No

APPLICATION FOR A NEW LICENSE

8. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	0
B. Purchase Price for Business Assets	0
C. Other * (Please specify below)	460,000
D. Total Cost	460,000

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

SOURCE OF CASH CONTRIBUTION

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

Name of Contributor	Amount of Contribution
Brendan Pelley	\$150,000
Total:	\$150,00

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
Chase Bank	250,000	HELOC loan	<input type="radio"/> Yes <input checked="" type="radio"/> No
Eva Douzinas	50,000	private debt financing	<input type="radio"/> Yes <input checked="" type="radio"/> No
Paul Karger	10,000	private debt financing	<input type="radio"/> Yes <input checked="" type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

FINANCIAL INFORMATION

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

The primary source of funding is personal capital contributed by the sole member, Brendan Pelley. These funds consist of personal savings and investment funds contributed directly to the LLC as equity.

Additional funding is being provided through a Home Equity Line of Credit (HELOC) obtained personally

9. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? Yes No

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

To whom is the pledge being made?

10. MANAGER APPLICATION

A. MANAGER INFORMATION

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

Proposed Manager Name Date of Birth SSN

Residential Address

Email Phone

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

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen/Qualified Alien under the Immigration and Nationality Act? Yes No

If yes, attach one of the following documents: US Passport, Voter's Certificate, Birth Certificate, Naturalization Papers, Permanent Resident Card "Green Card", or Employment Authorization Document.

Have you ever been convicted of a state, federal, or military crime? Yes No

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

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

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

Start Date	End Date	Position	Employer	Supervisor Name
5/1/2022	3/1/2026	Culinary Director	Xenia Greek Hospitality	Demetri Tsolakis
1/1/2021	4/28/2022	General Manager	Mill No 5	Jim Lichoulas
2018	2021	Executive Chef	Gibbet Hill Grill	Jed Webber
2016	2018	Executive Chef	Doretta Taverna	Michael Schlow

D. PRIOR DISCIPLINARY ACTION

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

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

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

Manager's Signature Date

11. MANAGEMENT AGREEMENT

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

Yes No

If yes, please fill out section 11.

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

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

11A. MANAGEMENT ENTITY

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

Entity Name	Address	Phone
Kri Kri Hospitality, LLC	10 Vincent Rd Chelmsford, MA 01824	9789792303
Name of Principal	Residential Address	SSN DOB
Brendan Pelley	10 Vincent Rd Chelmsford, MA 01824	[REDACTED]
Title and or Position	Percentage of Ownership	Director US Citizen MA Resident
Sole Member/Manager	100%	<input checked="" type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN DOB
Title and or Position	Percentage of Ownership	Director US Citizen MA Resident
		<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN DOB
Title and or Position	Percentage of Ownership	Director US Citizen MA Resident
		<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN DOB
Title and or Position	Percentage of Ownership	Director US Citizen MA Resident
		<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Yes <input type="radio"/> No

CRIMINAL HISTORY

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

Yes No

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

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

LICENSE

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

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

Name	License Type	License Name	Municipality

11C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

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

Name	License Type	License Name	Municipality

11D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

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

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

Licensee Name	License Type	Municipality	Date(s) of Agreement

11E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

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

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

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

11F. TERMS OF AGREEMENT

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

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

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

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

ABCC Licensee Officer/LLC Manager

Signature:
 Title:
 Date:

Management Agreement Entity Officer/LLC Manager

Signature:
 Title:
 Date:

ADDITIONAL INFORMATION

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

Section 8.

Financial Disclosure

The total estimated project cost for Kri Kri Grill LLC is approximately \$460,000. These costs include build-out, equipment purchases, professional services, permitting, and operating capital necessary to open and stabilize the business.

The estimated allocation of funds is as follows:

Construction and build-out (including contractor labor, materials, electrical, plumbing, HVAC, finishes): approximately \$210,000

Kitchen equipment and smallwares: approximately \$75,000

Furniture, fixtures, and equipment (FF&E): approximately \$35,000

Architectural, engineering, and design services: approximately \$20,000

Legal, licensing, and permitting fees: approximately \$15,000

POS system, technology, and security systems: approximately \$10,000

Initial food and beverage inventory: approximately \$10,000

Working capital and operating reserve: approximately \$85,000

These funds will cover all costs required to construct, equip, license, and open the restaurant, as well as provide sufficient operating capital to support the business during its initial months of operation.

10C

Brendan Pelley is an experienced hospitality professional with over 20 years of restaurant leadership experience in Massachusetts. He has held executive culinary leadership roles overseeing licensed establishments recognized for quality and responsible operations. He has extensive experience working with local and state regulatory agencies and understands the requirements of alcohol service compliance. Kri Kri Grill is designed as a food-focused, community-oriented restaurant serving wine, malt beverages, and cordials in conjunction with meals.

APPLICANT'S STATEMENT

I, Brendan Pelley the: sole proprietor; partner; corporate principal; LLC/LLP manager
Authorized Signatory

of Kri Kri Hospitality, LLC
Name of the Entity/Corporation

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

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

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

Signature: 

Date: 3/2/2026

Title: Sole Member/Manager

ENTITY VOTE

The Board of Directors or LLC Managers of
Entity Name

duly voted to apply to the Licensing Authority of and the
City/Town
Commonwealth of Massachusetts Alcoholic Beverages Control Commission on
Date of Meeting

For the following transactions (Check all that apply):

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

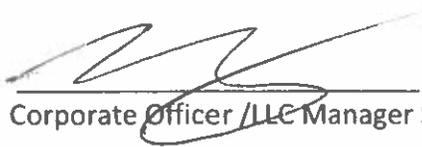
"VOTED: To authorize
Name of Person

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

"VOTED: To appoint
Name of Liquor License Manager

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

A true copy attest,


Corporate Officer /LLC Manager Signature

Brendan Pelley
(Print Name)

For Corporations ONLY

A true copy attest,

Corporation Clerk's Signature

(Print Name)

The Commonwealth of Massachusetts, William Francis Galvin Corporations Division

One Ashburton Place - Floor 17, Boston MA 02108-1512 | Phone: 617-727-9640

Certificate of Organization

(General Laws, Chapter 156C, Section 12)

Filing Fee: \$500.00

Identification Number: 001917019 (number will be assigned)

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

KRI KRI HOSPITALITY LLC

2. The address in the Commonwealth where the records will be maintained:

Number and street: 10 VINCENT RD

Address 2:

City or town: CHELMSFORD State: MA Zip code: 01824

Country: UNITED STATES

3. The general character of business (if the limited liability company is organized to render professional service, this form must be filed by fax, mail or in person):

"THE OPERATION OF A FAST CASUAL RESTAURANT UNDER THE NAME KRI KRI GRILL, SPECIALIZING IN GREEK AND MEDITERRANEAN CUISINE, INCLUDING ON-PREMISES DINING, TAKEOUT, DELIVERY, CATERING SERVICES, AND THE SALE OF BEER AND WINE."

4. The latest date of dissolution, if specified: (mm/dd/yyyy)

5. The name and address of the Resident Agent:

Agent name: BRENDAN PELLEY

Number and street: 10 VINCENT RD

Address 2:

City or town: CHELMSFORD State: MA Zip code: 01824

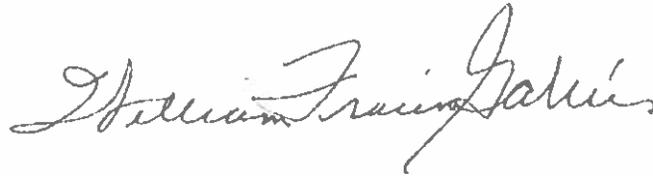
I BRENDAN PELLEY,

resident agent of the above limited liability company, consent to my appointment as the resident

THE COMMONWEALTH OF MASSACHUSETTS

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

September 24, 2025 08:50 PM

A handwritten signature in cursive script, reading "William Francis Galvin".

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

LEASE AGREEMENT
BETWEEN
CHELMSFORD TOWN CENTER LLC
(“LANDLORD”)
AND
KRI KRI HOSPITALITY LLC
(“TENANT”)

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Exhibit A	Legal Description of Property
Exhibit B	Plan of Center
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Exhibit B-2	Plan Showing Outdoor Seating Area
Exhibit C	Tenant's Work Letter
Exhibit D	Sign Criteria
Exhibit E	Rules and Regulations
Exhibit F	Commencement Date Confirmation
Exhibit G	Exclusives and Prohibited Uses
Exhibit H	List of Existing FF&E
Exhibit H-1	Bill of Sale
Exhibit I	Removable and Excluded Items

LEASE AGREEMENT

This Lease Agreement (the "Lease") is made and entered into as of January 27, 2026, by and between **CHELMSFORD TOWN CENTER LLC**, a Delaware limited liability company ("Landlord") and **KRI KRI HOSPITALITY LLC**, a Massachusetts limited liability company ("Tenant").

BASIC PROVISIONS

- A. Tenant's Trade name: Kri Kri Grill
- B. Property Name: Chelmsford Town Center
Address: 18 Boston Road and 20 Boston Road
Chelmsford, MA 01824
- C. Building: 18 Boston Road, Suites 100 through 800, inclusive
Rentable Square Footage of the Building: 42,113
- D. Premises: Suite/Unit No.: 200
Rentable Square Footage of the Premises: 1,758 square feet as shown on **Exhibit B-1**, subject to the right of remeasurement as set forth below.
- E. Landlord: Chelmsford Town Center LLC
- F. Landlord's Address: c/o Winstanley Enterprises LLC
150 Baker Avenue Extension, Suite 303
Concord, MA 01742
Attention: Adam D. Winstanley
- G. Property Manager: Winstanley Property Management LLC
- H. Property Manager's Address: c/o Winstanley Enterprises LLC
Attention: Ryan Ackerson
150 Baker Avenue Extension, Suite 303
Concord, MA 01742
- I. Commencement Date: The date on which this Lease is executed by the latter to sign of Landlord or Tenant, as indicated on the signature page hereof, or the later date possession of the Premises is delivered to Tenant by Landlord in the condition required by this Lease.
- J. Rent Commencement Date: The date which is the earlier to occur of (i) one hundred twenty (120) days after the Commencement Date, and (ii) the date Tenant receives its certificate of use and occupancy from the Town of Chelmsford.

- K. Expiration Date: The last day of the tenth (10th) Lease Year, being the tenth (10th) anniversary of the Rent Commencement Date.
- L. Security Deposit: \$13,185.00 letter of credit or cash (at Tenant's option).
- M. Base Rent:

Period	Annual Base Rent Per RSF	Annual Base Rent	Monthly Installments
Lease Year 1	\$20.00	\$35,160.00	\$2,930.00
Lease Year 2	\$25.00	\$43,950.00	\$3,662.50
Lease Year 3	\$30.00	\$52,740.00	\$4,395.00
Lease Year 4	\$30.60	\$53,794.80	\$4,482.90
Lease Year 5	\$31.21	\$54,867.18	\$4,572.27
Lease Year 6	\$31.83	\$55,957.14	\$4,663.10
Lease Year 7	\$32.47	\$57,082.26	\$4,756.86
Lease Year 8	\$33.12	\$58,224.96	\$4,852.08
Lease Year 9	\$33.78	\$59,385.24	\$4,948.77
Lease Year 10	\$34.46	\$60,580.68	\$5,048.39

- N. Required Hours of Operation (subject to closure for federal or state recognized holidays, casualty, force majeure events and as otherwise as permitted by this Lease):
Monday through Saturday: 10:00am to 8:00pm (subject to local code)
Sunday: 11:00am to 6:00pm (subject to local code)
- O. Permitted Use: Subject to the restrictions on use listed on **Exhibit G**, the operation of a fast-casual Greek/Mediterranean restaurant selling Mediterranean cuisine with on-site dining, the sale of beer and wine for on-premises consumption, and the take-out, delivery and catering service of restaurant menu items for off-premises consumption, together with ancillary office and uses customary in connection with Tenant's business, and no other use whatsoever.
- P. Brokers: Landlord is represented by Boston Realty Advisors. Tenant is not represented by a broker. No other brokers were involved in connection with this Lease. _
- Q. Guarantor: Brendan Pelley

The foregoing provisions shall be interpreted and applied in accordance with the other provisions of this Lease set forth below. The capitalized terms, and the terms defined in Section 1 below, shall have the meanings set forth herein or therein (unless otherwise modified in the Lease) when used as capitalized terms in other provisions of the Lease.

1. **Defined Terms.**

(a) “Property” means the property located at 18 Boston Road (Suites 100 through 800, inclusive) and 20 Boston Road, Chelmsford, Massachusetts, as more particularly described in **Exhibit A**, including the fee underlying the Property, any easements and all modifications, additions and alterations made to the Property during the term of this Lease.

(b) “Center” means the shopping center consisting of the Property and (i) the adjacent lot known as 16 Boston Road which contains a CVS Pharmacy, and (ii) the adjacent lot known as 2 Summer Street which contains a Bank of America, as the same may be modified by Section 2(g). A plan showing the Center (the CVS Pharmacy is “Lot 2”, the Property is “Lot 3” and Bank of America is “Lot 4”; there is no “Lot 1”) is attached hereto as **Exhibit B** and made a part hereof.

(c) “Rentable Square Footage of the Center” means the aggregate number of square feet of leasable floor area in the Center which, with respect to any such floor area which has been leased to any rent-paying tenant or other occupant, shall be determined in accordance with the provisions of any lease applicable thereto and which, with respect to any such floor area not so leased, shall consist of all such leasable floor area in the Center designed for the exclusive use and occupancy of rent-paying tenants or other occupants, which shall not include Common Areas, storage areas leased separately from retail areas, mezzanine areas, areas used for electric vehicle charging stations, and areas used for Landlord’s management and promotion offices.

(d) “Additional Rent” means all sums (exclusive of Base Rent) that Tenant is required to pay under this Lease, including, without limitation, utilities paid pursuant to Section 6(a)(i), Premises Utility Charges (as defined in Article 6 below), Tenant’s Pro Rata Share of Expenses (as defined in Article 6 below), Taxes (as defined in Article 6 below), and any Tenant specific charges billed by Landlord for services provided on Tenant’s behalf, at Tenant’s request.

(e) “Rent” means, collectively, Additional Rent and Base Rent.

(f) “Tenant’s Building Pro Rata Share” means and shall be determined by and adjusted by Landlord from time to time by dividing the Rentable Square Footage of the Premises by the Rentable Square Footage of the Building and multiplying the resulting quotient by one hundred and rounding to the second decimal place.

(g) “Tenant’s Land Pro Rata Share” means and shall be determined by and adjusted by Landlord from time to time by dividing the Rentable Square Footage of the Building by the Rentable Square Footage of the Center for which Landlord provides services, and multiplying the resulting quotient by Tenant’s Building Pro Rata Share.

(h) “Tenant’s Pro Rata Share” means, together, Tenant’s Building Pro Rata Share and Tenant’s Land Pro Rata Share.

(i) “Term” means ten (10) Lease Years, unless sooner terminated or extended, in accordance with the provisions set forth herein.

- (j) “Expenses” has the meaning ascribed to it in Section 6(c).
- (k) “Taxes” has the meaning ascribed to it in Section 6(e).
- (l) “Notice Addresses”:

Tenant: Kri Kri Hospitality LLC
10 Vincent Road
Chelmsford, MA 01824
Attention: Brendan Pelley, Managing Member

Landlord: c/o Winstanley Enterprises LLC
150 Baker Avenue Extension, Suite 303
Concord, Massachusetts 01742
Attention: Mr. Adam D. Winstanley

(m) “Law(s)” means all applicable statutes, codes, ordinances, orders, rules and regulations of any municipal or governmental entity, as well as any judicial or administrative interpretation thereof, including without limitation, Laws related to the environment and human health and safety.

(n) “BOMA” means a measurement of rentable or useable square footage of space using the current Building Owners and Managers Association International ANSI Z65.1 method of measurement.

(o) “Lease Year” means for the first Lease Year the period from the Commencement Date to the Rent Commencement Date plus the period commencing on the Rent Commencement Date and ending on the last day of the twelfth (12th) full calendar month thereafter (unless the Rent Commencement Date is the first day of the month, in which event the first Lease Year shall end on the day prior to the first anniversary of the Rent Commencement Date) and each Lease Year thereafter shall be the twelve (12) month period immediately following the expiration of the preceding Lease Year.

(p) “Tenant’s Work” means the initial improvements to be constructed by Tenant as more particularly described in and pursuant to **Exhibit C**.

2. **Lease Grant.**

(a) Commencing on the Commencement Date, Landlord leases the Premises to Tenant and Tenant leases the Premises from Landlord together with the right in common with others to use any portions of the Center that are designated by Landlord for the common use of tenants and others, including, without limitation, parking areas, driveways, sidewalks, common corridors, and common base building utilities (the “Common Areas”). Once the Commencement Date and the Rent Commencement Date have been determined, such dates shall be confirmed by

Landlord and Tenant in the form of the Commencement Date Confirmation set forth in Exhibit F. Included within the Premises as leased are all ducts, pipes, conduits, wires, wiring and meters which exclusively serve the Premises.

(b) Tenant represents that Tenant has inspected the Premises, the Property and the Center and is thoroughly acquainted with their condition and, subject to Landlord delivering to Tenant full possession of the Premises in the condition required by this Lease, takes the Premises "as is", and the taking of possession by Tenant shall, subject to the foregoing, be conclusive evidence that the Premises, the Property and the Center are in good and satisfactory condition at the time possession is taken by Tenant. Except as may be expressly set forth in this Lease, neither Landlord nor Landlord's agents have made any representations or promises with respect to the condition of the Premises, the Property, the Center or any other matter or thing relating to or affecting the Premises, the Property or the Center, and no rights, easements or licenses are acquired by Tenant by implication or otherwise.

(c) In the event the Rentable Square Footage of the Premises is adjusted due to Landlord's remeasurement of the Premises or in the event of an alteration or adjustment of the Common Areas or remeasurement of the Center, which measurement shall be conducted in accordance with BOMA, Tenant's Pro Rata Share and the amount of Base Rent payable shall be appropriately adjusted. Promptly after such adjustment, Landlord and Tenant shall enter into an amendment that sets forth the foregoing information and adjustments.

(d) In addition to the specific rights reserved by Landlord elsewhere in this Lease, Landlord reserves the right to make such changes in the Property, Building, Common Areas and facilities or service areas as Landlord, in its sole discretion, may from time to time deem proper. Landlord may, in its discretion, change the location of any other tenant and/or the nature of any occupancy or use of any store unit at any time, except only as otherwise expressly provided in this Lease. Tenant understands and agrees that Landlord may from time to time make, anywhere within the Property, alterations, reductions, or additions to the buildings on the Property or any lands added thereto, construct additional buildings or improvements and make alterations thereto, build additional stories on any buildings, construct multi-story or elevated parking facilities, reduce and change parking areas and construct roofs, walls and any other improvements over, to or in connection with any part of, or all of, the Property; provided, however, in exercising its rights under this subsection (d), Landlord shall take commercially reasonable measures to minimize the disruption of Tenant's business operations in the Premises.

(e) Landlord covenants and agrees that during the term of this Lease, as the same may be extended, and subject to the provisions hereinafter set forth, Tenant and Tenant's officers, employees, agents, customers, licensees and invitees shall enjoy a license for the non-exclusive use of the Common Areas solely for ingress, egress and the parking of motor vehicles and bicycles, but such use shall be in common with Landlord and all others to whom Landlord has granted or may hereafter grant rights to use the same, including, but not limited to the owners and lessees of the Property and the Center and any lands added thereto and the officers, employees, agents, customers, business visitors, guests, licensees and invitees of such owners and lessees, their heirs, successors and assigns, provided, however, that use by Tenant shall be subject to such rules and regulations as Landlord may from time to time adopt and

enforce. Notwithstanding any other provision of this Lease, Landlord agrees not to enforce rules and regulations instituted by Landlord under this Lease in a discriminatory manner against Tenant. Landlord shall at all times have full control, management and direction of said Common Areas and the right to utilize portions of the Common Areas for, entertainment of any sort, the location of kiosks, or such other uses which Landlord, in Landlord's sole discretion, may permit from time to time, and that Landlord shall have the right at any time to change the layout thereof, including the right to add to or subtract from their shape and size, as well as to alter their locations; provided, however, in exercising its rights under this subsection (e), Landlord shall take commercially reasonable measures to minimize the disruption of tenant's business operations in the premises.

(f) In addition to the other rights reserved to Landlord herein respecting the Common Areas, Landlord shall have the right to close any or all portions of the Common Areas to such extent as may, in the opinion of Landlord, be legally sufficient to prevent a dedication thereof or the accrual of any rights to any person or to the public thereon and to close temporarily, if necessary, any part of the Common Areas in order to discourage non-customer parking. All Common Areas within the Center which Tenant may be permitted to use and occupy, are to be used and occupied under a license, and if the amount of such space, areas and facilities are diminished, this Lease shall remain in full force and effect and Landlord shall not be subject to any liability, nor shall Tenant be entitled to any compensation or diminution of rent, nor shall diminution of such space, areas and facilities be deemed constructive or actual eviction.

(g) In the event that Landlord shall sell a portion of the Property, then from and after such sale, the sold portion(s) shall not be deemed to be part of the Property, and Tenant's Building Pro Rata Share and Tenant's Land Pro Rata Share may be equitably adjusted by Landlord to reflect the then current square footage of the Property and/or Center. In the event Landlord is responsible for and/or incurs any costs or expenses for operation of such sold portion(s), for example, through a cross easement agreement that has been or may be established for unified operation and maintenance purposes with respect to lighting, snow/ice removal, landscaping and other common costs, then Landlord may include such costs and expenses on an equitably determined pro rata basis in Expenses and such sold portion(s) shall be included within the Rentable Square Footage of the Center.

3. Possession and Term.

(a) Landlord shall use reasonable efforts to deliver possession of the Premises to Tenant on the Commencement Date. Landlord shall deliver the Premises to Tenant free from and clear of tenants and other occupants and claims and personal property of said parties, except the furniture, fixtures and equipment owned by Landlord and identified on the list attached hereto as **Exhibit H** (the "Existing FF&E"), broom clean, with heating ventilations and air conditioning systems and equipment serving the Premises ("HVAC"), electrical and plumbing ("MEP") systems, and exterior utility connections to the Premises in good working order and, otherwise, in "as is" condition. If Landlord is delayed delivering possession of the Premises this Lease shall not be void or voidable and Landlord shall have no liability for loss or damage resulting therefrom. Landlord shall, however, use reasonable efforts to obtain possession of the Premises and to promptly complete Landlord's Work.

(b) The Term of this Lease shall commence on the Commencement Date and shall expire, unless earlier extended or terminated in accordance with the terms hereof, on the scheduled Expiration Date.

(c) Tenant shall promptly commence and diligently complete Tenant's Work, as set forth in the Work Letter attached hereto as Exhibit C. Tenant shall submit its construction plans to Landlord for its approval pursuant to the Work Letter no later than thirty (30) days following the date of this Lease. Landlord shall provide its approval within fourteen (14) days following receipt, and, to the extent necessary for Tenant's Work, Tenant shall submit the plans and permit applications for construction of Tenant's Work to the local building department within twenty-one (21) days of Landlord's approval. Tenant's Work shall be performed in a good and workmanlike manner.

(d) Landlord represents and warrants to Tenant that it has received title to the Existing FF&E in accordance with a bill of sale from the previous tenant, and to the best of Landlord's knowledge, the Existing FF&E is free from liens and claims of others. Landlord agrees to transfer to Tenant for consideration of Tenant executing this Lease and for no additional fee, charge or payment, title to the Existing FF&E by delivery to Tenant on the Commencement Date a Bill of Sale in the form of Exhibit H-1 attached hereto and made a part hereof. Landlord is making no representations or warranties as to the condition, merchantability or fitness of the Existing FF&E for any particular purpose, and Tenant acknowledges that the Existing FF&E is transferred to Tenant without any representations or warranties.

4. Rent.

(a) As consideration for this Lease, Tenant shall pay Landlord, without any setoff or reduction, the total amount of Rent due for the Term. Commencing on the Commencement Date, and continuing thereafter throughout the Term, Tenant shall pay for the electricity, gas and water/sewer used and consumed at the Premises as and when billed by the providing utility company. Commencing on the Commencement Date, and continuing on the first day of each calendar month thereafter, Tenant shall pay to Landlord in advance without notice or demand the monthly estimated Tenant's Pro Rata Share of Expenses and Taxes. Commencing on the Rent Commencement Date, Tenant shall pay to Landlord in advance without notice or demand the monthly Base Rent. Notwithstanding the foregoing dates, Tenant shall pay the first month's Rent (Base Rent and estimated monthly Tenant's Pro Rata Share of Expenses and Taxes) on the date of execution of this Lease, which sums shall be held by Landlord and applied to the first payments thereof.

(b) This Lease is intended by the parties hereto to be a so-called net or pass-through lease and the Base Rent shall be received by Landlord net of all costs and expenses related to the Premises, the Property and the Center, except as otherwise set forth herein. The obligation to pay Rent is an independent covenant of Tenant. Tenant shall pay and be liable for all rental, sales and use taxes (but excluding income, transfer, and inheritance taxes payable by Landlord), if any, imposed upon or measured by Rent under applicable Law. All payments of Rent shall be by good and sufficient check or by other means (such as automatic debit or

electronic transfer) acceptable to Landlord. All items of Rent other than Base Rent and recurring monthly charges of Additional Rent shall be due and payable by Tenant on or before thirty (30) days after billing by Landlord. If the Rent Commencement Date and/or Commencement Date occur on a day other than the first day of a calendar month or if the Term terminates on a day other than the last day of a calendar month, the monthly Base Rent, the Premises Utility Charges (if any) and Tenant's Pro Rata Share of Expenses and Taxes for the month shall be prorated based on the number of days in such calendar month. Landlord's acceptance of less than the correct amount of Rent shall be considered a payment on account of the earliest Rent due. No endorsement or statements on a check or letter accompanying a check or payment shall be considered an accord and satisfaction, and either party may accept the check or payment without prejudice to that party's right to recover the balance or pursue other available remedies.

(c) If the Base Rent is scheduled to increase under Article 1 other than on the first day of a calendar month, the amount for such month shall be prorated on a per diem basis to reflect the number of days of such month at the then current and increased rates, respectively. If the Term commences other than on January 1, or ends other than on December 31, Tenant's obligations to pay amounts towards actual Taxes and Expenses for such first or final calendar years shall be prorated on a per diem basis to reflect the portion of such years included in the Term.

(d) All Rent required to be paid under this Lease, no matter how described, shall be paid by Tenant to Landlord at Landlord's address, or to such other person and/or address as Landlord may designate in writing. In the event Tenant fails to pay any Rent within five (5) days of the due date of said Rent, Tenant shall pay to Landlord (i) a late charge of ten percent (10%) on the amount overdue, plus (ii) interest at the Default Rate from the date due until paid.

5. **Intentionally Omitted.**

6. **Utilities, Expenses and Taxes.**

(a) **Utilities.**

(i) The electricity, gas and water/sewer used at the Premises have been separately metered or sub-metered and said costs shall be paid directly by Tenant to the utility company providing the same. Tenant shall transfer all utilities directly metered to the Premises to Tenant's name as of the Commencement Date. In the event at any time in the future a providing utility company changes its billing procedures and the applicable utility is no longer directly payable by Tenant but is instead paid by Landlord, then the actual charges billed to Landlord from the underlying utility provider and incurred by Landlord for such utility supply/usage exclusively within the Premises, net of all discounts and rebates received by Landlord in connection therewith (the "**Premises Utility Charges**") shall be paid by Tenant to Landlord as provided below. Tenant acknowledges that Tenant shall be solely responsible for any security deposits required to be posted by utility companies in connection with the meters for the Premises, and any connection or impact fees charged by utility companies.

(ii) All other utilities not separately sub-metered, check-metered, or otherwise billed to the Property or Center in general, including, without limitation, water, sewer and common area electric, shall be paid by Tenant as part of Expenses. Landlord may, at Landlord's discretion and at Landlord's expense, or Tenant may, at Tenant's request and Tenant's expense, cause other utilities provided to the Premises to be separately metered or sub-metered, whereupon such utilities shall not be included as Expenses but shall, if not directly payable to the utility company providing such utility, be included within the term Premises Utility Charges. Tenant acknowledges and agrees that Tenant shall be solely responsible for any security deposits required to be posted by utility companies in connection with the meters for the Premises, and any connection or impact fees charged by utility companies.

(iii) Tenant shall be responsible for arranging and paying for its own telecommunications/internet service.

(iv) Tenant will allow and support Landlord's property manager to set up automatic transfer to Energy Star Portfolio Manager or similar utility management software of data from Tenant's electric distribution company, third party energy vendor, gas company, and water company for all meters at the Premises. Where automatic transfer is not possible, and within fifteen (15) business days following request, Tenant shall provide Landlord with the following information: (i) utility bills for utilities used and consumed within the Premises and paid by Tenant; (ii) quantities of oil, natural gas, propane and other fossil fuels used or consumed at the Premises (to the extent not provided under clause (i) above); (iii) quantities of municipal solid waste, recycled materials, and non-hazardous and hazardous wastes disposed or shipped from the Premises; and (iv) quantities of discharges to air, sanitary or storm sewer, including sampling data. The time period for which Landlord requires the foregoing information shall be specified by Landlord in its request. In addition, Tenant shall reasonably cooperate with Landlord to support Landlord's environmental, social and governance ("ESG") program and enhance environmental performance of the Property including, without limitation, conservation and efficient use of energy and water, reduction of waste generation, improvements to the Property and Premises that positively impact the Property's ENERGY STAR and/or ESG rating, resilience to effects of climate change, making use of renewable energy, and general reduction of any adverse environmental impacts.

(b) Payment of Utilities, Expenses and Taxes.

(i) Landlord shall provide Tenant with a good faith written estimate of the annual Premises Utility Charges (if any), Expenses and Taxes for each calendar year during the Term. On or before the first day of each month, Tenant shall pay to Landlord in advance without notice or demand a monthly installment equal to one-twelfth of Landlord's estimate of the Premises Utility Charges (if any) and Tenant's Pro Rata Share of the Expenses and Taxes.

(ii) If Landlord determines that its estimate of the Premises Utility Charges, Expenses and/or Taxes was incorrect by a material amount, Landlord may provide Tenant with a revised written estimate. After its receipt of the revised estimate, Tenant's monthly payments shall be based upon the revised estimate. If Landlord does not provide Tenant with an estimate of the Premises Utility Charges, Expenses and Taxes by January 1 of a given

calendar year, Tenant shall continue to pay monthly installments based on the previous year's estimate(s) until Landlord provides Tenant with the new written estimate. Upon delivery of the new estimate, an adjustment shall be made for any month for which Tenant paid monthly installments based on the previous year's estimate(s). Tenant shall pay Landlord the amount of any underpayment within thirty (30) days after receipt of the new estimate. Any overpayment shall be, at Landlord's option, refunded to Tenant within thirty (30) days or credited against the next due future installment of Additional Rent.

(iii) Within one hundred eighty (180) days following the end of each calendar year, Landlord shall furnish Tenant with a statement ("Landlord's Statement") of the actual Premises Utility Charges, Expenses and Taxes for the prior calendar year. If the estimated Premises Utility Charges, Expenses and/or Taxes for the prior calendar year are more than the actual Premises Utility Charges, Expenses and/or Taxes, as the case may be, for the prior calendar year, Landlord shall, at Landlord's option either refund the overpayment within thirty (30) days or apply any overpayment by Tenant against Additional Rent due or next becoming due, provided if the Term expires before the determination of the overpayment, Landlord shall refund any overpayment to Tenant after first deducting the amount of Rent due. If the estimated Premises Utility Charges, Expenses and/or Taxes for the prior calendar year are less than the actual Premises Utility Charges, Expenses and/or Taxes, as the case may be, for such prior year, Tenant shall pay Landlord, within thirty (30) days after its receipt of Landlord's Statement, any underpayment for the prior calendar year.

(c) Expenses Defined. "Expenses" means all costs and expenses of every kind and nature, foreseeable and unforeseeable, paid or incurred by Landlord or its designee to maintain, operate, manage, illuminate, clean, police, secure, repair, make replacements to, remove snow and ice from (including without limitation, parking lots, sidewalks and roofs), heat, ventilate, and cool the Property (not including the Premises) and the Center, and otherwise maintain, repair and make replacements to the exterior and other Common Areas of the Center, including, without limitation, the amortized cost of capital expenses (as distinguished from non-capitalized costs of replacement parts or components) that are (A) incurred primarily to reduce Expenses or otherwise improve the operating efficiency of the Property, (B) required to comply with any Laws, (C) incurred to repair or replace parts or components of the Building, the Building's fixtures, and/or the Property, that must be capitalized pursuant to applicable Laws, and (D) necessary to keep the Building and the Property weatherproof, structurally sound and otherwise in good operating order and repair, and for parts, supplies and equipment used for those purposes as well as the costs of insuring the Property and the Center and any deductibles paid or incurred in connection with such insurance (except to the extent reimbursed by third parties), all as reasonably deemed by Landlord to be appropriate for the best interests of the Property and the Center, and the reasonable and competitive salaries and other compensation (allocated on a "time spent" basis) of personnel working at the Center who administer or implement the aforesaid maintenance, operation, management, etc., and related costs including workers' compensation insurance, plus an administrative fee of fifteen percent (15%) of the total costs of so maintaining, operating, managing, etc. the Center. The cost of capital expenses shall be amortized by Landlord over the useful life of the improvement, in accordance with generally accepted accounting principles or, if shorter, the period over which the savings equal the expenditure, as reasonably determined by Landlord. The amortized cost of capital expenses shall

include actual interest or imputed interest at the rate that Landlord would reasonably be required to pay to finance the cost of such expense. Expenses shall not include: depreciation; the cost for expansion of the size of the Building or for new buildings on the Property; interest (except for the amortization of capital expenses); principal payments and other financing costs and charges of mortgage and other non-operating debts of Landlord or otherwise related to the Property; the cost of repairs or other work to the extent Landlord is reimbursed by insurance or condemnation proceeds or other third party sources; costs in connection with marketing or leasing space in the Property, including without limitation brokerage commissions and legal costs; lease concessions, such as rental abatements, fixturing, renovating, altering or otherwise improving any tenant space and construction allowances granted to specific tenants; costs incurred in connection with the sale, financing or refinancing of the Property; fines, interest and penalties incurred due to the late payment of Taxes or Expenses, violations of Law or any act of negligence or willful misconduct by Landlord or Landlord's assigns, agents, employees, contractors or other related parties; organizational expenses associated with the creation and operation of the entity which constitutes Landlord; any penalties or damages that Landlord pays to Tenant under this Lease or to other tenants or other occupants in the Property under their respective leases/occupancy agreements; any costs or expenses representing any amount paid for services and materials (personal or business) to a related person, firm, or entity to the extent such amount exceeds the amount that would have been paid for such service or materials at the then existing market rates in the absence of such relationship; compensation paid to any employee of Landlord above the grade of senior property manager including officers and executives of Landlord; the cost of any work or service available and furnished to any tenant or occupant of the Property in a materially more favorable manner than that available generally to tenants and other occupants of the Property or the costs of work or service furnished exclusively for the benefit of any tenant or occupant of the Property or at such tenant's cost; the costs and expenses incurred in resolving disputes with other tenants, other occupants (current or previous), or prospective tenants or occupants of the Property, collecting rents or otherwise enforcing leases of tenants of the Property; costs incurred in connection with compliance with Environmental Law and/or the presence, emission or release of any Hazardous Substances and/or any remediation required in connection therewith; the costs of repairs or maintenance which are covered by warranties and service contracts in existence on the Commencement Date to the extent such maintenance and repairs are made at no cost to Landlord; the costs of any work or service performed for any building other than buildings at the Center; the cost of ground lease rent, if any; costs and expenses attributable to latent defects in the initial construction of the Building; space planning costs; costs of compliance with Law with respect to conditions existing in violation thereof on the date of this Lease; reserves for bad debts or for future improvements; and rent for any space occupied by Landlord's property management personnel to the extent the size or rental rate of such space exceeds commercially reasonable levels.

(d) Gross Up Provision. If the Property is not at least ninety five percent (95%) occupied during any calendar year or if Landlord is not supplying services to at least ninety five percent (95%) of the Property's total rentable square footage at any time during a calendar year, Expenses shall, at Landlord's option, be determined as if the Property has been ninety five percent (95%) occupied and Landlord had been supplying service to one hundred percent (100%) of the Property's total rentable square footage during that calendar year; provided, however, the only costs that shall be adjusted in this manner shall be variable Expenses

Letter of Credit (on the terms set forth above) or with cash in the amount of the amount so drawn within ten (10) days after Landlord notifies Tenant of the draw or withdrawal so that at all times the total amount of Letters of Credit and/or funds in the account held by Landlord shall be equal to the aggregate Security Deposit. If Landlord transfers its interest in the Premises, Landlord may assign the Security Deposit and/or the Letter of Credit to the transferee and, following the assignment with delivery of the Security Deposit and/or Letter of Credit to such transferee and notice thereof to Tenant with the identity of the transferee, Landlord shall have no further liability for the return of the Security Deposit and/or Letter of Credit. Landlord shall not be required to keep the Security Deposit separate from its other accounts.

(b) As security for and a condition to Landlord's entry into this Lease, Guarantor shall enter into a limited guaranty of Tenant's obligations hereunder pursuant to a separate guaranty agreement. Failure of Guarantor to enter into said guaranty shall entitle Landlord to void this Lease.

9. **Insurance; Waivers of Subrogation.**

(a) Tenant shall, at its own cost and expense, obtain and throughout the Term shall maintain (i) Commercial General Liability insurance (with contractual liability and legal liability coverage riders) for bodily injury or death, personal injury and property damage occurring to, upon or about the Premises with a minimum combined single limit of \$2,000,000 per occurrence; (ii) Special Form Property Insurance, including flood and earthquake, written at replacement cost value and with a replacement cost endorsement covering all of Tenant's trade fixtures, equipment, furniture, betterments and improvements and other personal property within the Premises ("Tenant's Property") and including Business Interruption coverage with limits not less than the value of twelve (12) months of Rent; (iii) Worker's Compensation Insurance as required by the state in which the Premises is located and in amounts as may be required by applicable statute; (iv) Employers Liability Coverage of at least \$1,000,000 per occurrence, (v) at any time during the Term that Tenant engages in the sale of alcoholic beverages from the Premises, Liquor Liability Insurance of at least \$2,000,000 per occurrence, (vi) automobile liability insurance of at least \$1,000,000 per occurrence for owned, hired and non-owned automobiles, and (vii) Umbrella liability insurance of at least \$3,000,000 per occurrence excess coverage over the general liability, employers liability, automobile and liquor liability policies, and which shall follow the form of and not be more restrictive than the underlying policies. Insurance shall be written by companies qualified to do business in the state in which the Premises is located with an A.M. Best rating of A- VIII or better and otherwise reasonably acceptable to Landlord and its Mortgagee (as defined below). All Commercial General Liability, liquor liability, auto liability and umbrella insurance policies shall name Tenant as a named insured and Landlord (or any successor), its property manager(s), and its Mortgagee(s), and other designees of Landlord as their respective interests may appear, as additional insureds on a primary and non-contributory basis. Tenant's property insurance policy shall name Landlord as a loss payee with respect to Landlord's interest in the Property, including, but not limited to betterments and improvements. All policies of Tenant's insurance shall contain endorsements that the insurer(s) shall give Landlord, its Mortgagee(s) and its designees at least thirty (30) days' advance written notice of any change, cancellation, termination or lapse of insurance. Tenant shall provide Landlord with a certificate of insurance and a copy of the endorsement adding

where the amount of such expense is directly related to the level of occupancy or the square footage area receiving a particular service. Fixed costs shall at all times be allocated as though the Property were one hundred percent (100%) rented and occupied. As an example of a gross-up: Assume (i) the Property consists only of four (4) equal tenant spaces, all occupied, each of which then has a pro rata share of expenses of twenty five percent (25%); and (ii) Landlord has life safety inspections performed in each space at a cost of \$100.00 per space – for a total of \$400.00 for all (it is a variable cost, not a fixed cost for the Property). Assume then that two (2) tenants vacate and Landlord then conducts life safety only in the two (2) remaining occupied spaces – still at \$100.00 per space. Landlord’s cost is now \$200.00. If one tenant paid its pro rata share of twenty five percent (25%), it would pay only \$50.00 and Landlord would be unable to recoup all of its cost. Landlord shall then “gross up” the cost to be \$400.00 and Tenant will pay its twenty five percent (25%), which equates to the \$100.00 cost Landlord actually incurs in delivering that service to Tenant’s space.) Landlord shall not utilize the foregoing “gross-up” provision to recover fixed costs related to unleased space.

(e) Taxes Defined. “Taxes” shall mean: (i) all real estate taxes and other assessments on the Building and/or Property, including, but not limited to, assessments for fire districts, special improvement districts and building improvement districts, taxes and assessments levied in substitution or supplementation in whole or in part of any such taxes and assessments and the Property’s share of any real estate taxes or assessments under any reciprocal easement agreement, common area agreement or similar agreement as to the Property; (ii) all personal property taxes for property that is owned by Landlord and used in connection with the operation, maintenance and repair of the Property; and (iii) all costs and fees incurred in connection with seeking reductions in any tax liabilities described in (i) and (ii), including, without limitation, any costs incurred by Landlord for compliance, review and appeal of tax liabilities. Without limitation, Taxes shall not include any income, capital levy, franchise, capital stock, gift, estate or inheritance tax. If an assessment is payable in installments, Taxes for the year shall include the amount of the installment and any interest due and payable during the year. For all other real estate taxes, Taxes for that year shall, at Landlord’s election, include either the amount accrued, assessed or otherwise imposed for the year or the amount due and payable for that year, provided that Landlord’s election shall be applied consistently throughout the Term. If a change in Taxes is obtained for any year of the Term during which Tenant paid Tenant’s Pro Rata Share of any Taxes, then Taxes for that year will be retroactively adjusted and Landlord shall provide Tenant with a refund, if any, based on the adjustment within thirty (30) days. Tenant shall pay Landlord the amount of Tenant’s Pro Rata Share of any such increase in the Taxes within thirty (30) days after Tenant’s receipt of a statement from Landlord.

(f) Audit Rights. Tenant may, within ninety (90) days after receiving Landlord’s Statement, give Landlord written notice (“Review Notice”) that Tenant intends to review Landlord’s records used to prepare Landlord’s Statement for that calendar year. Within a reasonable time after receipt of the Review Notice, Landlord shall make all pertinent records available for inspection that are reasonably necessary for Tenant to conduct its review. Tenant may inspect the records at the office of Landlord or Landlord’s property manager. If Tenant retains an agent to review Landlord’s records, the agent must be employed by a licensed CPA firm and cannot be compensated on a contingent fee basis. Tenant shall be solely responsible for all costs, expenses and fees incurred for the audit, except as hereinafter provided. Within sixty

(60) days after the records are made available to Tenant, Tenant shall have the right to give Landlord written notice (an “Objection Notice”) stating in reasonable detail any objection to Landlord’s Statement for that year. If Tenant fails to give Landlord an Objection Notice within the sixty (60) day period or fails to provide Landlord with a Review Notice within the ninety (90) day period described above, Tenant shall be deemed to have approved Landlord’s Statement and shall be barred from raising any claims regarding Landlord’s Statement for that year, absent manifest error. If Tenant provides Landlord with a timely Objection Notice, Landlord and Tenant shall work together in good faith to resolve any issues raised in Tenant’s Objection Notice. If Landlord and Tenant determine that costs included in Landlord’s Statement for the calendar year are, in the aggregate, less than reported or there has been an overpayment by Tenant due to billing by Landlord, Landlord shall provide Tenant at Landlord’s option either a refund of the amount of overpayment within thirty (30) days or with a credit against the next installment of Additional Rent, in the amount of any overpayment by Tenant. Likewise, if Landlord and Tenant determine that costs included in Landlord’s Statement for the calendar year are, in the aggregate, greater than reported, Tenant shall pay Landlord the amount of any underpayment within thirty (30) days. The records obtained by Tenant shall be treated as confidential. In no event shall Tenant be permitted to examine Landlord’s records or to dispute Landlord’s Statement unless Tenant has paid and continues to pay all Base Rent and Additional Rent when due. In the event of an overcharge to Tenant or an overpayment by Tenant due to billing by Landlord in an amount which exceeds five (5%) percent of the actual amount of Tenant’s Pro Rata Share of the Expenses, in addition to such refund or credit, Landlord shall reimburse Tenant the actual out-of-pocket costs, expenses and fees incurred for the audit, not to exceed \$1,500.00.

(g) Contest. Subject to the rights of any Mortgagees (as defined below), Landlord may use reasonable efforts to obtain an abatement of or to contest or review by legal proceedings or otherwise any tax, levy, charge or assessment. Commencement of such proceedings shall not relieve Tenant of its obligation to pay all sums due hereunder, and Tenant shall continue to pay as Additional Rent Tenant’s Pro Rata Share of (i) any such tax, levy, charge or assessment that may be determined to be due and (ii) any and all costs or expenses (including reasonable attorneys’ fees) Landlord may incur in connection with any such proceedings. Tenant shall be entitled to share in any refund or abatement, net of such costs and expenses, which may be made of any tax, levy, charge or assessment in the same proportion that the same was paid by Tenant or with Tenant’s funds.

(h) Personal Property Taxes. Tenant shall pay for all ad valorem taxes on its personal property, if any, and on the value of all tenant improvements and Tenant’s Work to the extent the same are taxed as personal property or exceed a building standard build-out.

7. Use of the Premises; Licenses and Permits.

(a) The Premises shall be used only for the Permitted Use and for no other use whatsoever, subject to and in compliance with all applicable Laws, and all other provisions of this Lease, including without limitation the Property’s Rules and Regulations attached as Exhibit E hereto. Tenant shall comply with all of the rules and regulations promulgated by Landlord from time to time for the Property, which shall be enforced in a nondiscriminatory manner.

(b) Tenant's store shall be of a high quality standard and attractive in appearance and commensurate with the quality and nature of the Property. Landlord makes no representation that the Premises are suitable for Tenant's purposes.

(c) Tenant shall not use or permit the use of the Premises for any purpose that, in Landlord's reasonable opinion, unreasonably disturbs any other tenants of the Center or persons having business with them, constitutes a nuisance or interferes with the operation of the Center, or causes a material increase in insurance costs above standard commercial rates for a shopping center with restaurant uses or a material decrease in insurance coverage. Notwithstanding anything contained herein to the contrary, Tenant shall not use or permit the Premises to be used in violation of the existing exclusives or prohibited uses listed on Exhibit G attached hereto and made a part hereof. The foregoing prohibitions are for the sole benefit of Landlord and no others, and may, in Landlord's sole discretion, be allowed by other tenants of the Property.

(d) Tenant shall comply with all Laws (i) regarding the operation of Tenant's business and with respect to any Alterations made by Tenant as to the configuration of the Premises, including, without limitation the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (the "ADAAG"); (ii) concerning the occupancy of the Premises and which are of a type or nature with which only Tenant or occupant can enforce compliance, such as workplace smoking and maximum occupancy; and (iii) which are applicable to Tenant's particular and specific use and manner of use of the Premises, including Laws requiring the Premises to be closed on Sundays or any other days or hours and Laws in connection with the health, safety and building codes, as applicable. Tenant shall provide to Landlord, promptly following request, copies of all permits, licenses and other approvals necessary or required for the lawful operation of Tenant's business. Law or Laws shall, for this purpose, also include laws and requirements of Landlord's insurance companies, which are applicable to all or any part of the physical condition and occupancy of the Building, Common Areas, the Property or additions thereto, consistent with prevailing laws and requirements for comparative properties and uses within the geographical area of the Property. Tenant, within seven (7) days after receipt, shall provide Landlord with copies of any notices it receives regarding a violation of any Laws.

(e) Tenant shall store in the Premises only such materials as are to be used in Tenant's business in the Premises within a reasonable time after receipt, shall store all trash and refuse in adequate containers within the Premises or in dedicated sealed containers at such locations at the exterior of the Building or at such other location outside of but proximate to the Premises as Landlord shall determine, shall attend to the daily disposal thereof in the manner designated by Landlord, shall keep the Premises clean and orderly and provide for its own janitorial service; and shall receive and deliver goods and merchandise only in the manner and at such times and in such areas as Landlord may reasonably designate (as consistently required of restaurants within the Center). Tenant shall not use the public areas of the Center and/or the sidewalks adjacent thereto for any purpose other than ingress to or egress from the Premises, nor, without limiting the generality of the foregoing, shall Tenant place or conduct any advertising, marketing, promotion, distribution of samples, or storage of goods, materials or trash in, on, or about such areas.

(f) Except as expressly set forth herein, Tenant agrees to continuously operate and conduct its business in one hundred percent (100%) of the Premises during the Required Hours of Operation. “Required Hours of Operation” shall mean those hours set forth in the Basic Provisions Section above, or such other hours as Landlord may reasonably determine from time to time to be in the interests of the Center as a whole. Notwithstanding anything contained herein to the contrary, Tenant shall be allowed, in its reasonable discretion, to temporarily close the Premises (i) for private events not more than seven (7) times per Lease Year, on non-consecutive days, and for not more than twenty-four (24) hours at a time, (ii) for vacation of not more than fourteen (14) days, in the aggregate, per Lease Year, and (iii) as otherwise expressly set forth in this Lease. If Tenant desires to operate the Premises during additional hours beyond those required by Landlord, Tenant shall first obtain Landlord’s written approval (which may be withheld in Landlord’s sole discretion). Tenant shall pay all additional costs and expenses attributable to such extended hours and Landlord’s reasonable charges in connection with its operation of its business beyond Landlord’s business hours, including, without limitation, costs and expenses for any additional overnight utilities, trash removal, snow removal cleaning and security services that are required to accommodate Tenant’s operation beyond Landlord’s business hours. Without limiting the generality of the foregoing, Landlord reserves the right to close the Property on national or state holidays or certain hours of holidays, including New Year’s Day, Thanksgiving and Christmas.

(g) Tenant shall conduct Tenant’s business only under Tenant’s Trade Name unless agreed to by Landlord, in its reasonable discretion.

(h) Tenant shall not permit the sale of any item in or by any vending machine or device; or permit deliveries to be made through the front entrance of the Premises, if there is a rear or side door available for that purpose.

(i) No auction, liquidation, going out of business, fire or bankruptcy sales may be conducted or advertised by sign or otherwise in the Premises. Tenant shall not offer any goods or services which Landlord determines, in its reasonable discretion, to be inconsistent with the image of a first-class shopping center, nor shall Tenant display or sell any goods containing portrayals which Landlord determines, in its sole discretion, to be lewd, graphically violent or pornographic. Tenant agrees that it will conduct its business in good faith, and will not do any act tending to injure the reputation of the Property (or any part thereof) as determined by Landlord.

8. **Security Deposit/Guaranty.**

(a) The Security Deposit shall be delivered to Landlord upon the execution of this Lease by Tenant and shall be held by Landlord, without liability for interest, as security for the performance of Tenant’s obligations under this Lease. The Security Deposit is not an advance payment of Rent or a measure of Tenant’s liability for damages. In lieu of all cash, Tenant may provide Landlord with an unconditional, irrevocable, assignable letter of credit, (the “Letter of Credit”) for all or a portion of the Security Deposit. In the event Tenant furnishes the Letter of Credit, the Letter of Credit shall be on the following terms and conditions: (i) issued by

a commercial bank acceptable to Landlord, which bank must have a counter for presentment in Boston, Massachusetts; (ii) having a term which shall have an expiration date not sooner than ninety (90) days after the Expiration Date, however, if the Letter of Credit has an earlier expiration date, it shall contain a so-called "evergreen clause" and be automatically renewed prior to the stated expiration date(s) until a date that is not sooner than ninety (90) days after the Expiration Date; (iii) available for negotiation by draft(s) at sight accompanied by a statement signed by Landlord stating that the amount of the draw represents funds due to Landlord (or its successors and assigns) due to the failure of Tenant to pay Base Rent and/or Additional Rent when due or otherwise perform its obligations under this Lease constituting a default thereunder; (iv) be assignable to a successor landlord; (v) permit partial and multiple draws; and (vi) be otherwise on terms and conditions reasonably satisfactory to Landlord, which shall include, without limitation, being issued by a commercial bank that is not on the so-called "FDIC Bank Watch List" or equivalent. In the event the bank that issued the Letter of Credit is declared insolvent by the Federal Deposit Insurance Corporation, then Tenant shall, within ten (10) days of such declaration, either (i) provide immediately available funds to Landlord to serve as the Security Deposit, or (ii) provide a replacement Letter of Credit on the terms set forth above. It is agreed that in the event Tenant defaults beyond any applicable notice and cure periods in respect of any of the terms, provisions, covenants, and conditions of this Lease, including, but not limited to, the payment of Base Rent and Additional Rent, Landlord may draw upon the Letter of Credit or upon the funds held on account as the Security Deposit to the extent required for the payment of any Base Rent and Additional Rent or any other sum as to which Tenant is in default or for any sum which Landlord may expend or may be required to expend by reason of Tenant's default (beyond applicable notice and cure periods) in respect of any of the terms, provisions, covenants, and conditions of this Lease, if and as permitted by this Lease, including, but not limited to, any damages or deficiency accrued before or after summary proceedings or other remedy by Landlord. In the event the bank issuing the Letter of Credit gives notice to Landlord that the Letter of Credit will not be renewed (such notice being addressed and delivered to Landlord as required by this Lease) it shall be deemed Tenant's authorization and direction to convert such Letter of Credit to a cash security deposit entitling Landlord to draw upon such bank at sight for the balance of the Letter of Credit and hold or apply the proceeds thereof in accordance with the terms of this Lease. Landlord shall return any portion of the Security Deposit not previously refunded to Tenant or applied in accordance with the foregoing provisions to Tenant within sixty (60) days after the later to occur of: (1) payment by Tenant in full of all Base Rent and Additional Rent due and completion of any restoration required under the Lease; (2) the date Tenant surrenders possession of the Premises to Landlord in accordance with this Lease; or (3) the Expiration Date or earlier date of termination of this Lease. Tenant further covenants that, other than in connection with a Permitted Transfer as such term is defined in Section 20 of this Lease or a Transfer (as defined in Section 20) to which Landlord consents, it will not assign or encumber or attempt to assign or encumber the Letter of Credit or any funds on deposit and that, other than in connection with a Permitted Transfer as such term is defined in Section 20 of this Lease or a Transfer (as defined in Section 20) to which Landlord consents, neither Landlord nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance. In the event Landlord draws upon the Letter of Credit or on funds on deposit as the Security Deposit following a default of Tenant beyond any applicable notice and cure periods in respect of any of the terms, provisions, covenants, and conditions of this Lease, Tenant shall provide Landlord with a new irrevocable

Landlord, its property manager(s), its Mortgagee(s) and such other designees to Tenant's insurance policy prior to the earlier to occur of the Commencement Date or the date Tenant is provided with possession of the Premises for any reason, and upon renewals at least thirty (30) days prior to the expiration of the insurance coverage. Except as specifically provided to the contrary, the limits of Tenant's insurance shall not limit its liability under this Lease. The risk of loss to Tenant's Property for whatever reason (including but not limited to flood and earthquake), except as expressly provided otherwise by this Lease, is upon Tenant, and Landlord shall have no liability with respect thereto.

(b) Landlord shall maintain, the cost of which shall be included in Expenses if and as permitted by Section 6(c) of this Lease, on the Premises and the Property a policy of special form insurance, in the amount of the full replacement value of the Property as the value may exist from time to time, excluding foundations and footings as well as such other insurance as it reasonably determines is prudent or required by Landlord's mortgagee(s), including without limitation, earthquake, flood, environmental and liability insurance for the Common Areas.

(c) Notwithstanding anything to the contrary contained in this Lease, Landlord and Tenant (each a "Releasing Party") release each other, Landlord's property manager and any party claiming by, through or under any of Landlord and Tenant, as the case may be, from all liabilities, obligations, damages, penalties, claims, actions, costs, charges and expenses, including, without limitation, reasonable attorneys' fees and other professional fees for (i) any negligence on the part of the others, (ii) loss of or damage to any property, and (iii) resultant loss of income or extra expenses, that in the case of clauses (i), (ii) and (iii) are caused by or result from a risk that is actually insured against or that is required to be insured against under this Lease by the Releasing Party, without regard to the negligence or other fault of the party so released. Each party shall cause each insurance policy it obtains to provide that the insurer thereunder waives all right of recovery by way of subrogation as required herein in connection with any injury or damage covered by the policy.

10. **Services to be Furnished.**

(a) Landlord shall continue throughout the Term to provide utility delivery systems for all utilities existing as of the Commencement Date from the common source to the Premises but Landlord shall not be responsible for providing any utilities to the Premises. Tenant will be responsible for obtaining service for all utilities serving the Premises as set forth in Section (b) below, provided, however, that Landlord reserves the right from time to time to provide any further utilities to the Premises. In such case, Tenant shall pay for installation of the meter or submeter, and pay such charges as Landlord may establish from time to time as Premises Utility Charges, or which Landlord may reasonably determine either (a) on per square foot basis applicable to the square footage of the Premises, or (b) based on the quantity of utilities used or consumed at the Premises (whether directly metered or submetered) on a monthly or other regular basis. Such charges shall not exceed market rates and the rates, if any, that Landlord is permitted to charge pursuant to applicable Law. Landlord may also impose a reasonable administrative charge to cover meter reading. All such charges shall be payable as Premises Utility Charges ten (10) days after billed by Landlord. Where Tenant may directly contract with the applicable utility company for a utility, Landlord may discontinue providing such utilities then being provided by

Landlord upon ten (10) days advance written notice to Tenant (in which case Tenant shall obtain such utilities directly from the applicable utility company). If Landlord supplies ventilated air or chilled or heated air or water for air-conditioning or heating of the Premises, Landlord may, subject to Landlord's express maintenance, repair and replacement obligations under this Lease nevertheless require that Tenant at Tenant's expense maintain, repair and replace any portion of the systems and equipment therefor exclusively serving the Premises, including without limitation any air handling equipment, ductwork and lines.

(b) Tenant shall: (i) make application in Tenant's own name for all utilities not provided by Landlord in subparagraph (a) above, (ii) comply with all applicable utility company regulations for such utilities, including requirements for the installation of meters, (iii) obtain such utilities directly from, and pay for the same when required by, the applicable utility company, and (iv) pay for all connection fees and post such deposits as are required by the providing utility company for utilities provided to the Premises. The term "utilities" for purposes of this Lease shall include but not be limited to electricity, gas, water, sewer, steam, fire protection, telephone and other communication and alarm services, as well as heat, ventilation and air-conditioning ("HVAC"), and all taxes or other charges thereon. Tenant shall install and connect all equipment and lines required to supply such utilities to the extent desired by Tenant and not already available at or serving the Premises, or at Landlord's option, but subject to Landlord's express maintenance, repair and replacement obligations under this Lease, shall repair, alter or replace any such existing items to the extent exclusively serving the Premises. Tenant shall, subject to Landlord's express maintenance, repair and replacement obligations under this Lease and to the extent exclusively serving the Premises, maintain, repair and replace all such items, operate the same, and keep the same in good working order and condition. Tenant shall not install any equipment or fixtures, or use the same, so as to exceed the safe and lawful capacity of any utility equipment or lines serving the same. If Tenant requires utility services in excess of existing capacities, Tenant shall be responsible for the cost of such upgrades, including but not limited to transformers, lines, pipes and meters. The installation, alteration, replacement or connection of any utility equipment and lines shall be subject to the standard set forth in Article 12. Tenant shall ensure that all HVAC equipment is installed and operated at all times in a manner to prevent roof leaks, damage, or noise due to vibrations or improper installation, maintenance or operation. Subject to Landlord's express maintenance, repair and replacement obligations under this Lease, Tenant shall at all times keep the Premises sufficiently heated or air-conditioned such that heated or chilled air is not drawn to or from the Premises.

(c) Landlord shall not be required to provide services and utilities to the Premises if any action or inaction of Tenant or Force Majeure (as defined below) makes it impossible for Landlord reasonably to do so. Further, Landlord shall not be liable for interruption, curtailment, stoppage, suspension or change of character or quantity of services and utilities ("Service Failure") when necessary (1) by reason of accident or emergency or suspension of utility services, (2) when changed by the utility corporation providing such utility, (3) when necessary for repairs, alterations, replacements or improvements desirable or necessary in the reasonable judgment of Landlord or (4) for any cause beyond the control of Landlord. In the event of a Service Failure, there shall be no diminution or abatement of Rent or other charges due from Tenant to Landlord hereunder, except as hereinafter expressly provided, and Tenant's obligations hereunder shall not be affected or reduced, such Service Failure shall not constitute a constructive eviction of Tenant, and Landlord shall have no responsibility or liability for any

such Service Failure. Notwithstanding the foregoing, (i) Landlord shall upon casualty or other damage diligently undertake repair and replacement as required by this Lease, and where otherwise such Service Failure is subject to action of Landlord (as is contemplated in subsection (3) above), Landlord shall diligently undertake reasonable action in a manner to minimize such Service Failure and restore or permit restoration of such utility or service, and (ii) in the case of a Service Failure that renders the Premises unusable for Tenant's normal business purposes, Tenant does not conduct all or any portion of its business operations in the Premises, and such Service Failure is caused by the negligence or willful misconduct of Landlord, Tenant shall be entitled to an abatement of all Base Rent and Tenant's Pro Rata Share of Expenses and Taxes on a per diem basis for each day after sixty (60) days of any Service Failure.

(d) Electrical service to the Premises may be furnished by one or more companies providing electrical generation, transmission and distribution services, and the cost of electricity may consist of several different components or separate charges for such services, such as generation, distribution and stranded cost charges. Landlord shall have the exclusive right to select any company providing electrical service to the Property, to aggregate the electrical service for the Property, to purchase electricity through a broker and/or buyers group and to change the providers and manner of purchasing electricity provided the cost shall be at market rates and terms.

11. Maintenance and Repairs.

(a) Tenant, at Tenant's sole cost and expense, shall keep the Premises, including any installations, equipment or facilities therein exclusively serving the Premises, other than maintenance and those repairs and replacements required to be undertaken or made by Landlord pursuant to subparagraph (b) below, in good working order, repair (which repair shall be promptly made and shall include necessary replacements and capital expenditures and in compliance with all Laws now or hereafter adopted) and condition (which condition shall be clean, sanitary, sightly and free of pests and rodents). Subject to express warranties and Landlord's express maintenance, repair and replacement obligations under this Lease, Tenant's obligations hereunder shall include but not be limited to maintenance, repair and replacement of the following items: Tenant's trade fixtures and equipment, security gates, if any, ceilings, walls, entrances, signs, interior decorations, floor-coverings, wall-coverings, entry and interior doors and frames, exterior and interior glass, storefront, plumbing fixtures, light fixtures and bulbs, keys and locks, fire extinguishers, fire protection systems required for Tenant's particular use of the Premises such as but not limited to, fire protection in the food preparation areas (as opposed to the Building in general), interior and exterior grease traps, and equipment and lines for water and sewer located within the Premises and including free flow up to common sewer and water lines, the heating, ventilating and air conditioning system, electrical, gas, steam, sprinkler and mechanical facilities, in each case, located within or outside of the Premises but exclusively serving the Premises, dumpster enclosures for dumpsters exclusively used by Tenant, and alterations to the Premises. Tenant shall further engage competent contractors approved by Landlord (such approval not to be unreasonably withheld, delayed or conditioned) to perform periodic scheduled maintenance (including inspecting, testing, cleaning and, subject to Landlord's express maintenance, repair and replacement obligations under this Lease repairs) for any HVAC units, hot water heaters and any other MEP systems in or exclusively serving the

Premises, which shall be performed at least semi-annually. Such periodic scheduled maintenance work shall further include all other work required by a manufacturers' warranty, service manual or technical bulletins or by Landlord's or Tenant's insurance carrier. Tenant at Landlord's request shall submit to Landlord all of its maintenance and inspection records for any and all equipment being maintained by Tenant. Landlord shall, to the extent possible, assign to Tenant the benefit of any warranties in effect which would mitigate Tenant's expense and/or obligations to perform repairs as set forth above. Landlord further agrees to use commercially reasonable efforts to enforce all warranties held by Landlord and to cooperate with Tenant, at no cost to Landlord, in the enforcement of any warranties assigned to Tenant. Notwithstanding the foregoing, Tenant's obligation hereunder for "free flow up to common sewer and water lines" shall be limited to (i) regular maintenance and repair thereof including, without limitation, remediating reduced or impeded effluence due to (a) Tenant's use or misuse of the Premises (including, but not limited to improper disposal of grease, rags or other items in the sewer or water lines) or (b) violation of Tenant's covenants under this Lease, and/or (ii) repair or replacement of such lines as a result of damage thereto due to (a) and/or (b) above, but nothing herein shall make Tenant generally liable or responsible otherwise for the replacement of the water and sewer lines located outside the Premises unless expressly set forth herein.

(b) Landlord, as part of Expenses pursuant to Section 6(c) of this Lease, will make, or cause to be made, inspection, maintenance of and repairs to (and replacements as necessary), such that the same is in good and fully functioning clean condition in compliance with applicable Laws and, as to exterior walkways, driveways, courtyards, and parking areas, free from snow and ice, consistent with a "first" class shopping center in metropolitan Boston, Massachusetts, the parking areas, driveways and walkways and the foundation, exterior and any internal structural walls, structural columns, the roof and roof penetrations, structural floors and all other structural elements of the Building, including but not limited to, those which collectively enclose the Premises (excluding, however, all doors, door frames, storefronts, windows and glass), and all mechanical and operating systems and equipment, plumbing, pipes and drains, electrical components and wiring and lighting, telecommunications systems and equipment, including but not limited to fire protection systems that protect the Building and/or the Property in general, including sprinkler systems and other life safety systems which serve the Building generally, but excluding those systems exclusively serving the Premises and excluding the tie-in or point of connection with those systems; provided Tenant shall give Landlord notice of the need for any repairs upon Tenant's actual knowledge thereof (and without the need to make inquiry) and Landlord shall not be liable for any failure to make repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need for such repairs or maintenance is received by Landlord from Tenant. Landlord shall make every reasonable effort to perform and diligently complete all such inspection, repairs (and replacements) or maintenance in such a manner (in its reasonable judgment) so as to cause minimum interference with Tenant and the Premises but Landlord shall not be liable to Tenant for any interruption or loss of business pertaining to such activities except to the extent expressly provided by this Lease. Landlord shall have the right to require that any damage caused by the willful misconduct of Tenant or any of Tenant's agents, contractors, employees, invitees or customers, be paid for and performed by Tenant (without limiting Landlord's other remedies herein). Notwithstanding anything contained herein to the contrary, and provided that Tenant properly maintains and services the HVAC system as set forth in Section 11(a) above, Landlord shall be responsible for undertaking, and the cost of,

“major repairs” (as hereinafter defined) of the HVAC system servicing the Premises for a period of one (1) year from the Commencement Date. For purposes herein, “major repairs” shall mean those repairs, the cost of which shall be greater than \$500.00. All distribution, thermostats, startup and balance of the HVAC system, and all HVAC work not expressly set forth as Landlord’s responsibility herein, shall be performed by Tenant, at its sole cost and expense. Provided Tenant properly maintains, services and repairs the HVAC system if and as set forth herein, Landlord shall replace the HVAC unit(s), if necessary, one (1) time during the Term, and to the extent possible assign to Tenant the benefit of any manufacturer’s warranty on such new HVAC units and, if not so assignable, at the request of Tenant and at Tenant’s sole cost and expense, Landlord shall diligently institute and prosecute claims under any manufacturer’s warranty on such new HVAC units. From and after such replacement (if any) of the HVAC unit(s), Tenant shall be responsible for all repairs, maintenance and future replacements of the HVAC system.

(c) Tenant shall not obstruct or permit the obstruction of light, halls, Common Areas, roofs, parapets, stairways or entrances to the Property or the Premises and will not affix, paint, erect or inscribe any sign, projection, awning, signal or advertisement of any kind to any part of the Property or the Premises, including the inside or outside of the windows or doors, without the written consent of Landlord, which consent shall not be unreasonably withheld, delayed or conditioned and subject to the terms and conditions of Section 36 of this Lease. Landlord shall have the right to withdraw such consent at any time following reasonable prior notice to Tenant and to require Tenant to remove any sign (other than signage under said Section 36 which shall be governed by that Section), projection, awning, signal or advertisement to be affixed to the Property or the Premises. If such work is done by Tenant through any person, firm or corporation not designated by Landlord, or without the express written consent of Landlord, Landlord shall have the right to remove such signs, projections, awnings, signals or advertisements without being liable to Tenant by reason thereof and to charge the cost of such removal to Tenant as Rent, payable within 10 days of Landlord’s demand therefor.

(d) Tenant, at Tenant’s sole cost and expense, shall arrange for the following services by a person or company reasonably satisfactory to and approved by Landlord (such approval not to be unreasonably withheld, delayed or conditioned): (i) the servicing of heating, ventilating and air conditioning equipment; (ii) the collection of rubbish and trash in compliance with applicable local government health requirements and in accordance with the rules and regulations established and enforced by Landlord, which shall minimally provide that Tenant’s rubbish and trash shall be kept in containers located so as not to be visible to members of the public and in a sanitary and neat condition; (iii) the servicing of fire prevention and life safety equipment within and/or exclusively serving the Premises, and (iv) interior window cleaning, janitorial services and similar work in the Premises. Tenant shall not perform any work whatsoever on its behalf to the Common Areas or the roof above, foundation and exterior walls of the Property.

(e) Tenant shall, at Tenant’s sole cost and expense, cause the Premises and exterior dumpster pen area that is exclusive to Tenant (if any) to be exterminated from time to time (and in no event less than once every calendar month) to the satisfaction of Landlord as is necessary to prevent the presence of vermin, rodents or other pests therein and shall employ exterminators which are approved by Landlord (such approval not to be unreasonably withheld, delayed or conditioned). Tenant at Landlord’s request shall submit to Landlord, Tenant’s inspection records.

(f) Tenant shall not place nor allow to be placed or accumulated in public or other areas of the Property outside of the Premises any garbage, rubbish or refuse or receptacles for the same except in designated locations. Tenant shall be responsible, at Tenant's sole cost and expense, for the removal and disposal of all garbage and refuse resulting from the operation of its business in the Premises by, at Landlord's request, a trash removal service designated by or acceptable to Landlord. All garbage and refuse from the Premises shall be stored, handled and transported in such manner as will prevent odors and vermin. Under no circumstances may garbage be stored at or picked up from any curb side adjacent to the improvements at the Property or stored in service corridors. In the event of any interruption of regularly scheduled garbage pickups, Tenant shall take all action required to remove Tenant's garbage and refuse from the Property on a daily basis. Tenant shall be responsible for any spillage or residue of garbage and refuse from the Premises outside the Premises and shall immediately remove such spillage or residue upon its occurrence. The removal of said dirt, rubbish and other refuse matter shall be at the expense of Tenant and Tenant shall employ only such cleaning, garbage and trash removal contractors as may be approved by Landlord (which approval shall not be unreasonably withheld, delayed or conditioned). Notwithstanding the foregoing, Landlord may, at its option, supply trash removal and/or extermination services to the Premises in lieu of Tenant's doing so. Any such service shall be conducted in a manner that Landlord shall reasonably deem appropriate, provided, that in providing such service Landlord shall use reasonable efforts not to interfere unreasonably with the conduct of Tenant's business. Tenant shall comply with any additional rules and regulations required by Landlord in connection with Landlord's provision of any such service. Tenant shall pay monthly to Landlord during the time or times that Landlord shall furnish exterminating services, such sums as Landlord may, from time to time, charge for furnishing such service. Tenant shall pay, in accordance with the provisions of this subsection, during the time or times that Landlord shall furnish trash removal services, Tenant's proportionate share of Landlord's cost (including, without limitation, an administrative charge) providing trash removal/hauling services to all retail tenants in the Property (including Tenant) to whom Landlord is then furnishing such services ("Tenant's Trash Removal Charge"). Landlord, at its option, may require Tenant to pay, in advance each month, Landlord's estimate of Tenant's Trash Removal Charge for such month. Within ninety (90) days (or such additional time as is reasonable under the circumstances) after the end of each Lease Year during which Landlord shall so provide trash removal services, Landlord shall deliver to Tenant a statement setting forth the actual Tenant's Trash Removal Charge for such Lease Year and Tenant shall pay to Landlord, or Landlord shall credit to Tenant's account, within fifteen (15) days of Tenant's receipt of such statement, as the case may be, the amount required for Tenant to have paid Tenant's Trash Removal Charge for the Lease Year in question.

(g) Tenant shall provide, at Tenant's sole cost and expense, contractors or employees to clean the Premises and such service shall be provided for each day Tenant is open for business. Any company and employees thereof hired by, or under the direction of, Tenant shall be subject to the reasonable approval of Landlord. All cleaning services so performed by Tenant's contractors must comply with Landlord's reasonable requirements.

(h) Tenant shall replace within twenty-four (24) hours, at Tenant's sole cost and expense, any and all plate and other glass damaged or broken from any cause whatsoever in and about the Premises.

(i) All contractors and vendors engaged by Tenant shall be required to deliver a certificate of insurance evidencing that Landlord and the Property Manager have been named on such contractor's or vendor's insurance policy as additional insureds, prior to commencing any services at the Property.

(j) To eliminate the problem of sewer back-up and health hazards, Tenant shall, at its sole cost and expense, establish and be responsible for a servicing and cleaning program with respect to grease traps and with respect to the exterior grease trap and tank at the Premises. At a minimum, interior grease traps shall be cleaned on a quarterly basis, and the exterior tank and lines shall be cleaned and serviced using a competent contractor on a semiannual basis, or, in both cases, more frequently if necessary for proper operation. Grease shall be stored and disposed of in accordance with applicable local health requirements and not discharged to the environment, and shall not be placed in any receptacle or other container except those designed for the purpose. Tenant shall provide Landlord with written confirmation of full compliance with its service and cleaning program (including copies of cleaning contracts), and in the event that Tenant shall fail to provide such confirmation, if Tenant shall continue to fail for a period of five (5) days after notice thereof from Landlord to provide such confirmation, Landlord may thereafter initiate such program for Tenant and Tenant shall pay the cost of such program, plus a five percent (5%) administrative fee as part of Rent. In addition to the regular cleaning of the grease traps, Tenant shall follow the recommendations of its contractor regarding ongoing maintenance, in accordance with industry standards, to ensure all drain lines avoid grease build-up. Tenant shall keep all kitchen exhaust systems located within the Premises in a clean and orderly condition and replace all kitchen exhaust filters on a regular basis (and in no event less often than is required by applicable Laws), and shall provide Landlord in writing documentation of such regular maintenance and servicing.

12. Alterations by Tenant.

(a) Tenant shall not make any changes or alterations in or to the Premises (including, without limitation, installation of cable) without Landlord's prior consent as hereinafter provided, or that adversely affect the safety, structure, value or architectural integrity of the Property. Any such change or alteration is hereinafter referred to as an "Alteration" or "Alterations." Any Alteration shall be made on the following conditions: (i) before proceeding with any Alteration, Tenant shall, where appropriate to the nature and type of Alterations, submit to Landlord for Landlord's approval plans and specifications for the work to be done, and Tenant shall not proceed with such work until it obtains Landlord's approval which approval shall not be unreasonably withheld, delayed or conditioned; (ii) Tenant shall pay to Landlord upon demand the reasonable out-of-pocket cost and expense of Landlord in (A) reviewing said plans and specifications where required and (B) inspecting the Alterations to determine whether the same are being performed in accordance with the approved plans and specifications and all laws and requirements of public authorities, including, without limitation, the reasonable out-of-pocket fees of any architect or engineer employed by Landlord for such purpose where appropriate to the nature and type of work, provided, such cost and expense of Landlord shall not exceed

\$1,500.00 per occurrence in connection with Tenant's initial Alterations; (iii) the entire cost of the Alterations undertaken by or for Tenant shall be borne by Tenant; (iv) Tenant and Tenant's contractor(s) shall follow reasonable construction rules and regulations as provided by Landlord, which may be changed by Landlord from time to time, and that shall provide further detail regarding Landlord's requirements with regard to construction work conducted at the Property; and (v) upon completion, Tenant shall furnish "as-built" plans except for Cosmetic Alterations (as defined below), completion affidavits, full and final waivers of lien rights and receipted bills covering all labor and materials.

(b) Tenant, at its expense, shall obtain all necessary governmental permits and certificates, if any, for the commencement and prosecution of Alterations and for final approval thereof upon completion, including without limitation close-out of all building and trade permits, and shall cause Alterations to be performed in compliance therewith and with all applicable Law and requirements of public authorities having jurisdiction thereover and with all applicable requirements of insurance bodies. Alterations shall be diligently performed in a good and workmanlike manner, using materials and equipment of a quality that is at least equal to the quality designated by Landlord as the minimum standard for the Property, except as otherwise approved in writing by Landlord. Alterations shall be performed by contractors first approved by Landlord which approval shall not be unreasonably withheld, delayed or conditioned, and if the Alterations involve the structure, systems, roof, or foundations of the Building, Landlord shall have the right to require that Tenant use contractors designated by Landlord, including without limitation Landlord's roofing contractor such that the roof warranty is not voided. Alterations shall be performed in such manner as not to unreasonably interfere with or delay and as not to impose an additional out-of-pocket expense upon Landlord in the construction, maintenance, repair or operation of the Premises; and if any such additional expense shall be incurred by Landlord as a result of Tenant's performance of any Alterations, Tenant shall pay such reasonable out-of-pocket additional expense within thirty (30) days after delivery of an invoice. Throughout the performance of Alterations, Tenant shall cause its general contractor to carry workers' compensation insurance in statutory limits and general liability insurance, with completed operation endorsement, for any occurrence in or about the Premises, and any other insurance reasonably requested by Landlord consistent with prevailing requirements for comparable properties and work in the geographical area of the Property, under which Landlord and its Mortgagees shall be named as additional insureds, in such limits as Landlord may reasonably require, with insurers reasonably satisfactory to Landlord. Tenant shall furnish Landlord with reasonably satisfactory evidence that such insurance is in effect prior to the commencement of Alterations and, on request, at reasonable intervals thereafter during the continuance of Alterations. If any Alterations shall involve the removal of any fixtures, equipment or other property in the Premises which are not Tenant's Property, such fixtures, equipment or other property shall be promptly replaced at Tenant's expense with new fixtures, equipment or other property of like utility and at least equal quality unless Landlord shall otherwise expressly consent.

(c) Tenant, at its expense, and with diligence and dispatch, shall procure the cancellation or discharge of all notices of violation arising from or otherwise connected with Alterations, or any other work, labor, services or materials done for or supplied to Tenant, or any person claiming through or under Tenant, which shall be issued by the town or city in which the

Property is located or any other public authority having or asserting jurisdiction. Tenant, at its expense, shall procure the satisfaction or discharge of record of all mechanics' and other liens and encumbrances filed or attaching in connection with Alterations within thirty (30) days after Tenant's receipt of notice of the filing or attachment thereof. If Tenant fails to discharge a violation, lien or encumbrance, then, in addition to any other right or remedy of Landlord, Landlord may correct the violation, bond or insure over the lien or encumbrance or otherwise cause it to be discharged, as applicable. Tenant shall reimburse Landlord for any amount paid by Landlord in exercising said rights, including, without limitation, reasonable attorneys' fees, along with a twenty percent (20%) administrative fee, within thirty (30) days after receipt of an invoice from Landlord.

(d) Notwithstanding anything herein to the contrary, Landlord's consent shall not be required for any Alteration that satisfies all of the following criteria (a "Cosmetic Alteration"): (i) is of a cosmetic nature such as painting, wallpapering, hanging pictures, installation of Tenant's trade fixtures and equipment not built into the Premises, and/or installing carpeting; (ii) is not visible from the exterior of the Premises; (iii) will not affect the systems, roof or structure of the Building; (iv) does not require work to be performed inside the walls or at, above or to the ceiling of the Premises (unless a drop ceiling has been installed), (v) does not require a building permit, and (vi) does not exceed \$25,000 in cost. However, even though consent is not required, the performance of Cosmetic Alterations shall be subject to all the other provisions of this Article. No plans and specifications shall be required for Cosmetic Alterations.

(e) Tenant agrees that any review or approval by Landlord of any plans or specifications with respect to any Alterations is solely for Landlord's benefit, and without any representation or warranty whatsoever to Tenant with respect to the adequacy, correctness or efficiency thereof or otherwise, and such approval shall not be deemed to be agreement or consent to the Alterations so as to give rise to lien or other rights to attach or encumber the Property or the Premises.

13. Leasehold Improvements.

(a) All improvements to the Premises undertaken by or for Tenant, including, without limitation, the Tenant's Work, are collectively referred to herein as "Leasehold Improvements." Tenant shall remove, at the expiration of the Term (as the same may be extended) or sooner termination of this Lease, at Tenant's expense, the following (collectively referred to as "Required Removables"): (i) Cable installed by or for the exclusive benefit of Tenant and located in the Premises or other portions of the Property, back to the demarcation point; and (ii) any or all Leasehold Improvements. Notwithstanding the foregoing, Landlord may allow Tenant to leave Leasehold Improvements that are, in Landlord's reasonable judgment, typical retail improvements that do not materially increase the removal, repair and/or installation costs of future tenant improvements, all of the foregoing of which shall then be owned by Landlord and shall remain at the Premises without compensation to Tenant. Furthermore, Tenant, at the time it requests approval for a proposed Leasehold Improvements, may request in writing that Landlord advise Tenant whether the Leasehold Improvements or any portion of the Leasehold Improvements will be designated as a Required Removable. Within ten (10) days

after receipt of Tenant's request, Landlord shall advise Tenant in writing as to which portions of the Leasehold Improvements, if any, will be considered to be Required Removables. By way of illustration and not of limitation, the following items will typically be included as Required Removables: internal stairways, raised floors, rack systems, equipment and property permanently affixed to the Premises or the Property systems, building, floor and roof penetrations and structural alterations and modifications of any type. If Landlord elects to retain any of the Leasehold Improvements, Tenant covenants that (i) such Leasehold Improvements will be surrendered in good condition, free and clear of all liens and encumbrances and (ii) if Cable is to be surrendered, it shall be left in safe condition, properly labeled at each end and in each telecommunications and/or electrical closet and junction box. For the avoidance of doubt, and notwithstanding anything contained herein to the contrary, Landlord and Tenant have agreed that the items set forth as "Removable Items" on Exhibit I to this Lease are required to be removed by Tenant at the expiration or earlier termination of the Lease, and those items set forth as "Excluded Items" on Exhibit I to this Lease shall not be required to be removed by Tenant at the expiration or earlier termination of the Lease. Notwithstanding the generality of the foregoing, Leasehold Improvements shall in no event include Tenant's personal property (furniture and equipment), trade fixtures and readily removable fixtures not integrated into the floor, wall or ceiling of the Premises (such as attached preparation stations and racks), which Tenant shall be required to remove at the expiration or earlier termination of this Lease.

(b) Tenant shall not be permitted to install and make part of the Premises any materials, fixtures or articles which are and subject to liens, conditional sales contracts, chattel mortgages or security interests (as such term is defined in the Uniform Commercial Code as in effect in the Commonwealth of Massachusetts at the time of installation thereof or at the making of the Alteration). All fixtures, built-in equipment integrated into the floor, wall or ceiling of the Premises, plumbing and other utility installations, air and exhaust ducts, and paneling, permanent partitions, railings and like installations, installed in the Premises at any time, either by Tenant or by Landlord on Tenant's behalf, shall become the property of Landlord and at expiration of the Term (as the same may be extended) or earlier termination of this Lease shall remain upon and be surrendered with the Premises unless Landlord elects to have them removed by Tenant, in which event, the same shall be removed from the Premises by Tenant prior to the Expiration Date, at Tenant's expense subject to Section 13(a) above. Upon removal from the Premises of any items or installations as may be required by Landlord as required in accordance with the terms above, Tenant shall immediately and at its expense, repair and restore the Premises to the condition existing prior to installation and repair any damage to the Premises or the Property due to such removal. All property permitted or required to be removed by Tenant at the end of the Term remaining in the Premises after Tenant's surrender of the Premises at expiration of the Term or earlier termination of the Lease as herein required shall be deemed abandoned and may, at the election of Landlord, either be retained as Landlord's property or may be removed from the Premises and stored or disposed of by Landlord, all at Tenant's expense, and the cost thereof shall be collectible as Additional Rent. Notwithstanding the generality of the foregoing, nothing herein shall limit or prohibit Tenant from the sale of, transfer of, or financing secured by, Tenant's personal property (furniture and equipment and other assets of Tenant), trade fixtures and readily removable fixtures not integrated into the floor, wall or ceiling of the Premises (such as attached preparation stations and racks).

14. **Landlord's Access; Excepted Rights.**

(a) Tenant agrees to permit Landlord and any Mortgagees and their authorized representatives to enter the Premises (i) at all reasonable times, upon reasonable prior notice of not less than twenty-four (24) hours and subject to Tenant's reasonable security requirements, for the purposes of inspecting the same, exercising such other rights as it or they may have hereunder or under any mortgages and in the twelve (12) month period prior to the expiration of this Lease (taking into account extension options exercised by Tenant) for exhibiting the same to other prospective tenants, purchasers or mortgagees and (ii) at any time without notice in the event of emergency ; provided, in such case, Landlord shall use reasonable efforts to provide advance notice by telephone or email. If reasonably necessary for the protection and safety of Tenant and its employees, Landlord shall have the right to temporarily close all or a portion of the Premises to perform repairs, alterations and additions. However, except in emergencies, Landlord will not close the Premises if the work can reasonably be completed on weekends or after Landlord business hours.

(b) Landlord excepts and reserves exclusively to itself the use of: (i) roofs, (ii) telecommunications, electrical and janitorial closets, (iii) equipment rooms, boiler rooms, risers or chaseways or similar areas that are used by Landlord for the provision of Property services, (iv) rights to the land and improvements below the floor of the Premises, (v) the improvements and air rights about the Premises, (vi) the improvements and air rights outside the demising walls of the Premises, and (vii) the areas within walls, above ceilings and below floors within the Premises used for the installation of utility lines and other installations serving occupants of the Property. Landlord has the right to change the Property's name or address. Landlord also has the right to make such other changes to the Property as Landlord deems appropriate (provided the changes do not materially affect Tenant's ability to use the Premises for the Permitted Use), or reduce the amount of parking below that which is required by applicable Laws. Landlord shall also have the right (but not the obligation) to temporarily close the Property if Landlord reasonably determines that there is an imminent danger of significant damage to the Property or of personal injury to Landlord's employees or the occupants of the Property. The circumstances under which Landlord may temporarily close the Property shall include, without limitation, electrical interruptions, hurricanes, pandemics and civil disturbances. Notwithstanding anything contained herein to the contrary, in exercising its rights under this Section 14(b), Landlord shall take commercially reasonable measures to minimize (i) the disruption of Tenant's business operations, and (ii) access to and visibility of the Premises.

(c) Landlord's exercise of its rights hereunder shall not constitute a constructive eviction nor entitle Tenant to an abatement or reduction of Rent.

15. **Indemnities and Liability.**

(a) Except to the extent caused by the negligence or willful misconduct of Landlord or any Landlord Parties (defined below), Tenant shall indemnify, defend and hold Landlord, its trustees, members, principals, beneficiaries, partners, officers, directors, employees and agents (the "Landlord Parties") harmless against and from all liabilities, obligations, damages, penalties, claims, actions, costs, charges and expenses, including, without limitation,

reasonable attorneys' fees and other professional fees, which may be imposed upon, incurred by or asserted against Landlord or any of the Landlord Parties and arising out of or in connection with any damage or injury occurring in the Premises, and acts or omissions (including, without limitation, violations of Law) of Tenant and the Tenant Parties (defined below). The foregoing indemnity shall include, without limitation, Tenant's obligations under Article 28.

(b) Except to the extent caused by the negligence or willful misconduct of Tenant or any Tenant Parties, Landlord shall indemnify, defend and hold Tenant, its trustees, members, principals, beneficiaries, partners, officers, directors, employees, subtenants and agents (the "Tenant Parties") harmless against and from all liabilities, obligations, damages, penalties, claims, actions, costs, charges and expenses, including, without limitation, reasonable attorneys' fees and other professional fees, which may be imposed upon, incurred by or asserted against Tenant or any of the Tenant Parties and arising out of or in connection with the acts or omissions (including, without limitation, violations of Law) of Landlord and the Landlord Parties.

(c) Except with respect to any loss or damage occasioned by the gross negligence or willful misconduct of Landlord or Landlord Parties, neither Landlord, nor any agent or employee of Landlord, shall be liable for (i) loss of or damage to any property of Tenant entrusted to any of Landlord's agents or employees, (ii) loss of or damage to any property of Tenant by theft or otherwise, (iii) any injury or damage to any property resulting from fire, explosion, falling plaster, steam, gas, electricity, dust, water or snow, or leaks from any part of the Property or from the pipes, appliances or plumbing system, or from the roof, street or subsurface or any other place or by dampness, or from any other cause whatsoever, or (iv) any such damage caused by other occupants or persons in the Property or by construction of any private, public or quasi-public work.

16. **Casualty Damage.**

(a) Except as provided below, in the event of partial or total destruction of the Premises, material access to the Premises and/or 25% or more of the parking required for the Premises during the Term by fire or other casualty, Landlord shall, as promptly as practicable after receipt of any insurance proceeds available as a result of such casualty, repair, reconstruct or replace the portions of the Premises, material access to the Premises and/or 25% or more of the parking required for the Premises destroyed as nearly as legally possible to their condition immediately prior to such destruction. Commencing on the date of such casualty and during the period of such repair, reconstruction and replacement there shall be an equitable abatement of all Base Rent and Additional Rent hereunder in the proportion that the area of the Premises rendered unusable or inaccessible for Tenant's Permitted Use by such damage bears to the total area in the Premises until the restoration work has been substantially completed.

(b) If (i) the Property shall be damaged so that, in Landlord's reasonable judgment, substantial alteration or reconstruction of the Property shall be required (whether or not the Premises has been damaged), (ii) Landlord is not permitted by Law to rebuild the Property in substantially the same form as existed immediately before the casualty, (iii) the Premises shall have been materially damaged and there is less than one (1) year of the Term remaining on the date of the casualty (taking into account options to extend the term exercised by

Tenant), (iv) a material casualty occurs that was not required to be insured against or was otherwise not insured by Landlord hereunder, or (v) if any Mortgagee refuses to make all net insurance proceeds available for such repair, reconstruction or replacement, then Landlord may terminate this Lease by giving written notice to Tenant within sixty (60) days after the date of such determination.

(c) If all or any portion of the Premises shall be made untenantable for the Permitted Use by fire or other casualty, material access to the Premises, and/or 25% or more of the parking required for the Premises has been destroyed, Landlord shall, with reasonable promptness, cause an architect or general contractor selected by Landlord to provide Landlord and Tenant with a written estimate of the amount of time required to substantially complete the repair and restoration of the Premises and/or parking as set forth above, using standard working methods ("Completion Estimate"). If the Completion Estimate indicates that the Premises cannot be made tenantable and parking restored within two hundred seventy (270) days from the date the repair and restoration is started, then regardless of anything in Section 16(b) above to the contrary, either party shall have the right to terminate this Lease by giving written notice to the other of such election within ten (10) days after receipt of the Completion Estimate. Furthermore, if this Lease is not terminated as aforesaid or pursuant to Section 16(b), Landlord shall, as promptly as practicable after receipt of any insurance proceeds available as a result of such casualty, commence restoration; and in the event that Landlord has not completed such restoration within two hundred seventy (270) days from the date the repair or restoration is started, then Tenant may terminate this Lease by delivering written notice thereof to Landlord following such two hundred seventy (270) day period, provided that such notice shall be null and void if Landlord substantially completes such restoration within thirty (30) days of Tenant's notice. Tenant, however, shall not have the right to terminate this Lease if the fire or casualty was caused by the negligence or intentional misconduct of Tenant or any Tenant Parties.

(d) In the event of any termination, Base Rent and Additional Rent shall be appropriately apportioned through and abated from and after the date of the casualty.

17. Condemnation.

(a) If more than twenty five percent (25%) of the usable floor area of the Premises or the parking area available for use by Tenant shall be taken by eminent domain or appropriated by public authority and not replaced by Landlord in a location reasonably acceptable to Tenant or if Tenant shall be deprived of all suitable vehicular or pedestrian access to the Premises or the Property by virtue of such a taking or appropriation, Landlord or Tenant may terminate this Lease by giving written notice to the other within thirty (30) days after such taking or appropriation. Landlord shall also have the right to terminate this Lease if there is a taking or appropriation of any portion of the Center or Property which would leave the remainder of the Property unsuitable for use in a manner comparable to the Property's use prior to the taking or appropriation. In the event of such a termination, this Lease shall terminate as of the date Tenant actually surrenders possession, and the Rent reserved shall be apportioned and paid to and as of such date.

(b) If all or any part of the Premises is taken or appropriated by public authority as aforesaid and this Lease is not terminated as set forth above, Landlord shall, subject to the rights of any Mortgagees, apply any such damages and compensation awarded (net of the costs and expenses, including reasonable out-of-pocket attorneys' fees, incurred by Landlord in obtaining the same) to secure and close so much of the Premises as remain and shall restore the Property (including but not limited to access to the Premises and parking required therefor), and Premises to an architectural whole; in such event there shall be an equitable abatement of Rent to the extent such restoration materially impairs Tenant's use of the Premises for the Permitted Use, and in proportion to the loss of usable floor area in the Premises after giving effect to such restoration, from and after the date Tenant must surrender possession or, if later, the date Tenant actually surrenders possession.

(c) All compensation awarded for a taking or other appropriation, or sale proceeds, shall be the property of Landlord, any rights to receive compensation or proceeds being expressly waived by Tenant; provided, however, that Tenant may file a separate claim at its sole cost and expense for Tenant's fixtures, Alterations and personal property and Tenant's reasonable moving relocation expenses and loss of goodwill, provided the filing of the claim does not diminish the award that would otherwise be receivable by Landlord.

18. Landlord's Covenant of Quiet Enjoyment.

Landlord covenants that Tenant, upon paying the Base Rent and Additional Rent provided for hereunder and performing and observing all of the other covenants and provisions hereof, may peaceably and quietly hold and enjoy the Premises for the Term as aforesaid, subject, however, to all of the terms and provisions of this Lease.

19. Tenant's Obligation to Quit.

(a) Tenant shall, upon expiration of the Term or other termination of this Lease, leave and peaceably and quietly surrender and deliver to Landlord the Premises and any replacements or renewals thereof broom clean and in the order, condition and repair required by the terms of this Lease.

(b) If Tenant shall fail timely to surrender possession of the Premises, Tenant shall be deemed a tenant at sufferance under the provisions of this Lease except Tenant shall pay Rent at a rate equal to the sum of (i) one and one half (1.5) times the rate of Base Rent in effect at the end of the Term plus (ii) the Additional Rent in effect at the end of the Term until the possession of the Premises are surrendered by Tenant and delivered to Landlord in accordance with this Article. In addition to the payment of the amounts provided above, if Landlord is unable to deliver possession of the Premises to a new tenant under written agreement with Landlord, or to perform improvements for a new tenant, as a result of Tenant's holdover and Tenant fails to vacate the Premises within ten (10) days after Landlord notifies Tenant of Landlord's inability to deliver possession, or perform improvements, Tenant shall be liable to Landlord for all damages, including, without limitation, consequential damages, that Landlord suffers from the holdover.

(c) If on or prior to the date of expiration of the Term or termination of this Lease Tenant shall fail to remove Tenant's Property and Required Removables as required by this Lease within two (2) Business Days after notice, they shall be deemed abandoned by Tenant and Landlord may remove and dispose of the same at Tenant's expense which shall be paid as Additional Rent. Furthermore, if Tenant fails to perform related repairs in a timely manner, Landlord, at Tenant's expense, may perform the required repairs. Tenant, within ten (10) days after receipt of an invoice, shall reimburse Landlord for the reasonable costs incurred by Landlord in connection therewith, along with a twenty percent (20%) administrative charge.

20. Transfers of Tenant's Interest.

(a) Except in connection with a "Permitted Transfer" as hereinafter defined, Tenant shall not assign, sublease, transfer or encumber any interest in this Lease or allow any third party to use any portion of the Premises (collectively or individually, a "Transfer") without the prior written consent of Landlord, which consent shall not be unreasonably withheld, delayed or conditioned if Landlord does not elect to exercise its termination rights under Section 20(b) below. Without limitation, it is agreed that Landlord's consent shall not be considered unreasonably withheld with respect to an assignment, sublease, transfer or encumbrance of this Lease if: (i) the proposed transfer is for less than one hundred percent (100%) of the Premises; (ii) the proposed transferee's financial condition does not meet the criteria Landlord uses to select Property tenants having similar leasehold obligations; (iii) the proposed transferee's business if other than the Permitted Use is not suitable for the Property, or would result in a violation of another tenant's rights or a material increase in insurance costs or obligations or decrease of coverage; (iv) the proposed transferee is a governmental agency or other occupant of the Property; (v) Tenant is in default beyond the expiration of any applicable grace or notice and cure periods in this Lease; or (vi) any portion of the Property or Premises would likely cause application of additional or different Laws more onerous or adverse to Landlord as a consequence of the proposed Transfer. Tenant shall not be entitled to receive monetary damages based upon a claim that Landlord unreasonably withheld its consent to a proposed Transfer and Tenant's sole remedy shall be an action to enforce any such provision through specific performance or declaratory judgment. Any attempted Transfer in violation of this Article shall constitute a breach of this Lease and shall, at Landlord's option, be void. Consent by Landlord to one or more Transfer(s) shall not operate as a waiver of Landlord's rights to approve any subsequent Transfer. In no event shall any Transfer release or relieve Tenant from any obligation under this Lease.

(b) As part of its request for Landlord's consent to a Transfer where required by this Lease, Tenant shall provide Landlord with financial statements for the proposed transferee, a complete copy of the proposed assignment, sublease and other contractual documents and such other information as Landlord may reasonably request. Landlord shall, by notice to Tenant within thirty (30) days of its receipt of the required information and documentation, either: (i) consent to the Transfer by the execution of a consent agreement in a form reasonably designated by Landlord or reasonably refuse to consent to the Transfer in writing; or (ii) exercise its right to terminate this Lease with respect to the portion of the Premises that Tenant is proposing to sublet or assign. If Landlord exercises its right to terminate this Lease, Landlord shall, in its notice of such exercise, give Tenant notice of the termination

date (such date being not later than the date of proposed assignment or sublease) and such termination shall be effective, without the necessity of any further notice to Tenant or amendment to this Lease, on the date set forth in Landlord's notice, provided, however, Tenant may, by giving notice to Landlord within ten (10) days after its receipt of Landlord's notice of termination, withdraw its request to Transfer and advise Landlord that Tenant desires to continue its tenancy in which event Landlord's termination notice shall be deemed to be void and of no further force and effect and this Lease shall continue upon the terms and conditions as originally provided. In the event Landlord approves the Transfer, and if Tenant has provided a Letter of Credit for its Security Deposit, then Tenant shall cause the issuer to amend the Letter of Credit, as and to the extent necessary. In connection with such request for Landlord's consent, Tenant shall pay, as Additional Rent, for Landlord's out-of-pocket costs and expenses, including, without limitation, reasonable attorneys' fees, in connection with any request for a Transfer, whether approved or not, not to exceed \$2,500.00 per request.

(c) Tenant shall pay Landlord fifty percent (50%) of all rent and other consideration which Tenant receives as a result of a Transfer that is in excess of the Rent payable to Landlord for the portion of the Premises and Term covered by the Transfer. Tenant shall pay Landlord for Landlord's share of any excess within thirty (30) days after Tenant's receipt of such excess consideration. Tenant may deduct from the excess all reasonable and customary third party expenses directly incurred by Tenant attributable to the Transfer (other than Landlord's review fee), including brokerage fees, legal fees and construction costs provided Tenant delivers to Landlord written documentation evidencing such costs. If Tenant is in Monetary Default (defined in Section 23(a) below), Landlord may require that all sublease payments be made directly to Landlord, in which case Tenant shall receive a credit against Rent in the amount of any payments received (less Landlord's share of any excess).

(d) If at any time there is a change in the entities or persons who own or control a majority of the voting shares/rights of Tenant or of any entity which, either directly or indirectly, owns or controls a majority of the voting shares/rights in Tenant (a "Parent Entity") for any reason (including but not limited to a merger, consolidation or reorganization), such change of majority ownership or control in Tenant or a Parent Entity shall constitute a Transfer. The foregoing shall not apply with respect to Tenant so long as Tenant is an entity whose outstanding stock is listed on a recognized security exchange, or if at least eighty percent (80%) of its voting stock is owned by another entity, the voting stock of which is so listed, and shall not apply with respect to a Parent Entity so long as such Parent Entity is an entity whose outstanding stock is listed on a recognized security exchange, or if at least eighty percent (80%) of its voting stock is owned by another entity, the voting stock of which is so listed. Tenant shall provide to Landlord, promptly upon request from time to time, information regarding the identity of the entities or persons who own or control a majority of the voting share/rights of Tenant or any Parent Entity, unless Tenant or any Parent Entity is listed on a recognized security exchange.

(e) Notwithstanding anything to the contrary contained herein, Tenant may sublet all or a portion of its interest under this Lease to an Affiliate (as defined below) of Tenant, or assign its entire interest under this Lease to a successor to Tenant by purchase, merger, consolidation or reorganization, or to an Affiliate of Tenant, without the consent of Landlord (such assignment or subletting, a "Permitted Transfer"), provided that all of the following conditions are

satisfied: (i) Tenant is not in default under this Lease; (ii) except in the case of an Affiliate of Tenant, Tenant's successor shall own all or substantially all of the assets of Tenant; (iii) Tenant's successor shall have a tangible net worth which is at least equal to Tenant's tangible net worth at the date of this Lease or Tenant's tangible net worth as of the day prior to the proposed purchase, merger, consolidation or reorganization, whichever is greater, and Tenant, if requested by Landlord, delivers to Landlord a guaranty by a parent or controlling entity of Tenant's obligations under this Lease that meets the foregoing tangible net worth requirement; and (iv) Tenant shall give Landlord written notice at least thirty (30) days prior to the effective date of the proposed sublease or assignment. Tenant's notice to Landlord shall include information and documentation showing that each of the above conditions has been satisfied including, without limitation, financial statements of Tenant and the proposed successor (which may include an annual report if such statements are not yet available). Tenant's successor shall sign a commercially reasonable form of assumption agreement. For the purpose of this Article, an "Affiliate" shall mean any entity which is controlled by, controls or is under common control with Tenant.

21. Transfers of Landlord's Interest.

Landlord shall have the right from time to time to sell or mortgage its interest in the Property, the Building and the Premises, to assign its interest in this Lease, or to assign from time to time the whole or any portion of the Rent or other sums and charges at any time paid or payable hereunder by Tenant to Landlord, to any Mortgagees or other transferees designated by Landlord, and in any such case (after receipt of written notice or instructions from Landlord) Tenant shall pay the Rent and such other sums and charges so assigned, subject to the terms of the Lease, promptly upon demand in writing to such Mortgagees and other transferees at the addresses mentioned in and in accordance with the terms of such instruments.

22. Mortgagees' Rights.

(a) Tenant hereby agrees that this Lease is and shall be subject and subordinate to all mortgages (and to any amendments, extensions, increases, refinancings or restructurings thereof) of the Property, the Building or the Premises, whether or not any such mortgage is filed subsequent to the execution, delivery or the recording of any notice of this Lease (the holder from time to time of any such mortgage being in this Lease sometimes called the "Mortgagee"). Tenant hereby agrees to execute, acknowledge and deliver in recordable form without charge and within ten (10) Business Days of request such instruments confirming and evidencing the foregoing subordination in commercially reasonable form as Landlord or any such Mortgagee may from time to time reasonably require.

(b) Provided that Tenant has been provided with notice of such mortgage and appropriate addresses to which notice should be sent, Tenant shall not attempt to terminate this Lease where termination is conditioned on Landlord's default in any obligation under this Lease (except Tenant's right to terminate this Lease on failure by Landlord to timely deliver possession of the Premises in the condition required by this Lease, under Article 16 and/or under Article 17 of this Lease), withhold Rent (but without effect on any abatement of Rent if and as provided by this Lease) or exercise any other remedy which may arise under law by reason of any such default (it being understood that no such remedy exists, or is implied by reason of this provision,

under this Lease), unless Tenant first gives such notice to any Mortgagees and provides such Mortgagee(s) with thirty (30) days after such notice to cure such default where susceptible of cure, or, in such case, with such longer period of time as is reasonably necessary to cure such default, provided efforts to effectuate such cure are commenced within thirty (30) days and thereafter prosecuted to completion with reasonable diligence. Tenant shall and does hereby agree, upon default by Landlord under any mortgage, to attorn to and recognize the Mortgagee or anyone else claiming under such mortgage, including a purchaser at a foreclosure sale, at its request as successor to the interest of Landlord under this Lease. Such successor in interest to Landlord shall be bound by the provisions of the Lease as landlord thereunder; provided, however that notwithstanding the foregoing such successor in interest shall not be bound by (i) any installment payment of Base Rent, Tenant's Pro Rata Share of Expenses and Taxes or Additional Rent for more than one month in advance, except prepayments in the nature of security for the performance by Tenant of its obligations under the Lease (and then only to the extent such security has been received by the successor in interest), (ii) any amendment, modification, waiver of term(s) or termination of this Lease other than as expressly permitted by the Lease, made without the consent of the Mortgagee, (iii) any default by or claims against Landlord hereunder arising prior to the date such successor landlord becomes Landlord under this Lease, except for defaults of which notice was previously provided to the Mortgagee if and as required above and that are continuing following said date, or (iv) any obligation by Landlord hereunder to perform any work or grant any concession without the Mortgagee's express assumption of such obligation to perform work or grant such concession. Tenant shall execute, acknowledge and deliver such evidence of this attornment, which attornment shall nevertheless be self-operative and automatically effective, as the Mortgagee or such successor may request and to make payments of Rent hereunder directly to the Mortgagee or any such successor, as the case may be, upon request. Any Mortgagee may, at any time, by giving written notice to, and without any further consent from, Tenant, subordinate its mortgage to this Lease, and thereupon the interest of Tenant under this Lease shall automatically be deemed to be prior to the lien of such mortgage without regard to the relative dates of execution, delivery or filing thereof or otherwise. Landlord agrees within sixty (60) days of request from Tenant to use commercially reasonable efforts to obtain from Mortgagees an agreement in writing that such Mortgagee shall not disturb the rights and benefits of Tenant in and to the Premises in accordance with the terms and conditions of this Lease, provided Tenant is not in default beyond all applicable notice and cure periods.

23. **Tenant's Default; Landlord's Remedies.**

(a) If (i) Tenant shall fail to pay Rent when due (a "Monetary Default"), or (ii) if Tenant shall default in the timely performance or observance of any of the other provisions or covenants contained in this Lease (which is other than a Monetary Default) and fail to cure the same within thirty (30) days after notice, or (iii) the leasehold estate is taken by process or operation of Law, or (iv) Tenant abandons all or any portion of the Premises, or (v) Tenant or any Guarantor of this Lease shall be involved in Financial Difficulties (as defined below), then and in any of said cases, Landlord may, to the extent permitted by law, immediately or at any time thereafter and without demand or notice except as expressly provided hereby, terminate this Lease and enter into and upon the Premises, or any part thereof in the name of the whole, and repossess the same as Landlord's former estate, and expel Tenant and those claiming through or

under Tenant and remove its effects without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant.

(b) Notwithstanding anything in Section 23(a) above to the contrary, the following notice provisions, grace and/or cure periods and restrictions shall apply to a default by Tenant:

(i) Landlord shall not more than two (2) times in any twelve (12) consecutive month period give Tenant notice of its failure to pay Rent when due and (x) five (5) days after giving of such notice within which to cure said failure as to any failure of Tenant to make a payment of any monthly installment of Base Rent or Tenant's Pro Rata Share of Expenses and Taxes, and (y) ten (10) days after giving of such notice within which to make a payment of any other Rent due under this Lease, and upon such cure Tenant shall not be deemed in Monetary Default, provided further that after the second notice is given within any such twelve (12) month period, no additional notice shall be required and Tenant shall be deemed to be automatically in Monetary Default upon failure to pay Base Rent or Additional Rent when due.

(ii) if the nature of Tenant's failure to cure a default (other than a Monetary Default) reasonably requires more than thirty (30) days, then Tenant shall not be deemed in default if Tenant promptly commences to cure such failure and thereafter diligently and in good faith prosecutes such cure to completion, provided, however, that Tenant shall in no event be allowed greater than ninety (90) days to cure any default hereunder.

(iii) No notice and grace period shall apply in the event of a default due to Financial Difficulties as set forth in subsections (i), (iv) and (vi) of Section 23(c) below.

(c) As used herein, "Financial Difficulties" means any of the following events, occurring by and/or against Tenant or any Guarantor of this Lease, as applicable:

(i) commencement of a voluntary case under Title 11 of the United States Code as from time to time in effect, or by its authorizing, by appropriate proceedings of trustees or other governing body the commencement of such a voluntary case;

(ii) filing an answer or other pleading admitting or failing to deny the material allegations of a petition filed against it commencing an involuntary case under said Title 11, or seeking, consenting to or acquiescing in the relief therein provided, or by its failing to controvert timely the material allegations of any such petition;

(iii) entry of an order for relief in any involuntary case commenced under said Title 11 remaining in effect beyond sixty (60) days;

(iv) seeking relief as a debtor under any applicable law, other than said Title 11, of any jurisdiction relating to the liquidation or reorganization of debtors or to the

modification or alteration of the rights of creditors, or by its consenting to or acquiescing in such relief;

(v) entry of an order by a court of competent jurisdiction (A) finding it to be bankrupt or insolvent, (B) ordering or approving its liquidation, reorganization or any modification or alteration of the rights of its creditors, or (C) assuming custody of, or appointing a receiver or other custodian for, all or a substantial part of its property; or

(vi) making an assignment for the benefit of, or entering into a composition with, its creditors, or appointing or consenting to the appointment of a receiver or other custodian for all or a substantial part of its property.

(d) No termination or repossession provided for in this Article shall relieve Tenant or any guarantor of the obligations of Tenant under this Lease of its liabilities and obligations under this Lease, all of which shall survive any such termination or repossession. In the event of any such termination or repossession, Tenant shall pay to Landlord either (i) in advance on the first day of each month, for what would have been the entire balance of the Term, one-twelfth (1/12) (and a pro rata portion thereof for any fraction of a month) of the annual Rent and all other amounts for which Tenant is obligated hereunder, less, in each case, the actual net receipts by Landlord by reason of any reletting of the Premises after deducting Landlord's reasonable expenses in connection with such reletting, including, without limitation, removal, storage and repair costs and reasonable brokers' fees, or (ii) upon demand and at the option of Landlord, the present value (based upon the so-called "Prime Rate" announced as such in *The Wall Street Journal*) of the amount by which the payments of Rent reasonably estimated to be payable for the balance of the Term after the date of the exercise of said option, less the amounts of rental loss that Tenant proves could be reasonably avoided, plus reletting costs. Landlord covenants to use commercially reasonable efforts to mitigate its damages to the extent required by Law.

(e) Without thereby affecting any other right or remedy of Landlord hereunder, Landlord may, at its option, cure for Tenant's account any default by Tenant hereunder which remains uncured after the expiration of the notice from Landlord to Tenant, grace and cure periods for said default, and the cost to Landlord of such cure shall be deemed to be Additional Rent and following an invoice therefor from Landlord, shall be paid to Landlord by Tenant with the installment of Base Rent next accruing. Furthermore, if Tenant is in default under this Lease, Landlord shall be entitled to receive interest on any unpaid item of Rent at a rate (the "Default Rate") equal to the Prime Rate plus four percent (4%) compounded monthly.

24. **Remedies Cumulative; Waivers.**

The specific remedies to which Landlord and Tenant may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which Landlord or Tenant may be lawfully entitled in any provision of this Lease or otherwise. The failure of Landlord or Tenant to insist in any one or more cases upon the strict performance of any of the covenants of this Lease, or to exercise any right herein contained, including, without limitation, acceptance by Landlord of less than the required holdover Rent,

shall not be construed as a waiver or relinquishment for the future of such covenant or right. A receipt by Landlord, or payment by Tenant, of Rent with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver, change, modification or discharge by Landlord or Tenant of any provision in this Lease shall be deemed to have been made or shall be effective unless expressed in writing and signed by an authorized representative of Landlord or Tenant as appropriate. In addition to the other remedies in this Lease provided, Landlord or Tenant shall be entitled to the restraint by injunction of the covenants, conditions or provisions of this Lease, or to a decree compelling performance of or compliance with any of such covenants, conditions or provisions.

25. **Broker.**

Tenant warrants and represents that it has not dealt with any broker in connection with the Premises or this Lease except the Broker as the sole brokers in this transaction. All commission payments to the Broker will be the responsibility of Landlord pursuant to a separate agreement. Each party hereto hereby indemnifies and holds the other party harmless from and against any liability for commissions due any other broker or finder with whom such party has dealt in connection with this Lease. The parties understand and agree (a) Landlord shall have no obligation to pay any brokerage commission or fees to any broker acting on behalf of Tenant concerning any new lease for space in the Building or any amendment or extension of this Lease regarding the Premises or other space in the Building, and (b) Tenant shall pay all brokerage commissions and fees to any broker acting or purporting to act on behalf of Tenant concerning any such matters, except solely to the extent (if any) of a commission that Landlord in its sole discretion may hereafter agree to pay, pursuant to a commission agreement duly executed and delivered by Landlord and such broker.

26. **Notices.**

Any notices, demands, approvals, specifications, or consents required or permitted hereunder shall be in writing and (i) mailed, postage prepaid, by certified mail, return receipt requested, or (ii) deposited with a nationally recognized overnight courier service, to the addresses set forth in Article 1, and if to any Mortgagee at such address as it may specify in writing by such notice to Landlord and Tenant, or at such other address as any of them may from time to time specify by like notice to the others. Any such notice shall be deemed given on the date received, or if delivery is refused or undeliverable, on the date delivery was first attempted.

27. **Estoppel Certificates.**

Landlord and Tenant hereby agree from time to time, after prior written notice from the other or any Mortgagee, to execute, acknowledge and deliver, within ten (10) Business Days, without charge, to the other party, the Mortgagee or any other person designated by the other party, a statement in writing certifying: that this Lease is unmodified and in full force and effect (or if there have been modifications, identifying the same by the date thereof and specifying the nature thereof); that to the knowledge of such party there exist no defaults (or if there be any defaults, specifying the same); the amount of the Base Rent, the dates to which the Base Rent, Additional Rent and other sums and charges payable hereunder have been paid; that

such party to its knowledge has no claims against the other party hereunder except for the continuing obligations under this Lease (or if such party has any such claims, specifying the same); and such other factual matters with respect to the Lease that may be reasonably requested.

28. **Bind and Inure; Limited Liability of Landlord.**

(a) All of the covenants, agreements, stipulations, provisions, conditions and obligations herein expressed and set forth shall be considered as running with the land and shall extend to, bind and inure to the benefit of Landlord and Tenant, which terms as used in this Lease shall include their respective successors and assigns where the context hereof so admits.

(b) Tenant's recourse and Landlord's liability for the fulfillment of the covenants, agreements and obligations of Landlord hereunder shall be limited to Landlord's interest in the Property together with all proceeds, profits and income therefrom. The term "Landlord" as used in this Lease shall refer only to the owner or owners from time to time of the Property, it being understood that no such owner shall have any liability hereunder for any matters other than matters first accruing during the time period that such owner has an interest in the Property. In no event shall Tenant seek recourse against Landlord's members, managers, officers, employees or agents or any of their personal assets for satisfaction of any liabilities in respect of this Lease.

(c) Except as set forth in Article 19, in no event shall either Landlord or Tenant be liable to the other party for any punitive, consequential or exemplary damages suffered by the other party or any other person or entity by reason of a default by Landlord or Tenant, as applicable, under any provisions of this Lease.

29. **Environmental Compliance.**

(a) The term "Hazardous Materials" for purposes hereof shall mean any chemical, substance, material or waste or component thereof which is now or hereafter listed, defined or regulated as a hazardous or toxic chemical, substance, material or waste or component thereof by any federal, state or local governing or regulatory body having jurisdiction, or which would trigger any employee or community "right-to-know" requirements adopted by any such body, or for which any such body has adopted any requirements for the preparation or distribution of a material safety data sheet ("MSDS").

(b) Tenant shall not transport, use, store, maintain, generate, manufacture, handle, dispose, release or discharge any Hazardous Materials. However, the foregoing provisions shall not prohibit the transportation to and from, and use, storage, maintenance and handling within the Premises of Hazardous Materials customarily used in connection with the Permitted Use, provided: (i) such Hazardous Materials shall be used and maintained only in such quantities as are reasonably necessary for such permitted use of the Premises and the ordinary course of Tenant's business therein, strictly in accordance with applicable Law, highest prevailing standards, and the manufacturers' instructions therefor, (ii) such Hazardous Materials shall not be disposed of, released or discharged in the Property, and shall be transported to and from the Premises in compliance with all applicable Laws, and as Landlord shall reasonably

require, (iii) if any applicable Law or Landlord's trash removal contractor requires that any such Hazardous Materials be disposed of separately from ordinary trash, Tenant shall make arrangements at Tenant's expense for such disposal directly with a qualified and licensed disposal company at a lawful disposal site (subject to scheduling and reasonable approval by Landlord), and (iv) any remaining such Hazardous Materials shall be completely, properly and lawfully removed from the Property upon expiration or earlier termination of this Lease.

(c) Tenant shall promptly notify Landlord of: (i) any enforcement, cleanup or other regulatory action taken or threatened by any governmental or regulatory authority with respect to the presence of any Hazardous Materials on the Premises or the migration thereof from or to other property (if from another property, only on actual knowledge thereof); (ii) any demands or claims made or threatened by any party relating to any loss or injury resulting from any Hazardous Materials on the Premises; (iii) any release, discharge or non-routine, improper or unlawful disposal or transportation of any Hazardous Materials on or from the Premises or in violation of this Article; and (iv) any matters where Tenant is required by Law to give a notice to any governmental or regulatory authority respecting any Hazardous Materials on the Premises. Landlord shall have the right (but not the obligation) to join and participate, as a party, in any legal proceedings or actions affecting the Premises initiated in connection with any environmental, health or safety law. At such times as Landlord may reasonably request, Tenant shall provide Landlord with a written list, certified to be true and complete, identifying any Hazardous Materials then used, stored, or maintained upon the Premises, the use and approximate quantity of each such material, a copy of any MSDS issued by the manufacturer therefor, and such other information as Landlord may reasonably require or as may be required by Law.

(d) If any Hazardous Materials are released, discharged or disposed of by Tenant or any other occupant in the Premises, or their employees, agents, invitees or contractors, on or about the Property in violation of the foregoing provisions, Tenant shall immediately, properly and in compliance with applicable Laws clean up, remediate and remove the Hazardous Materials from the Property and any other affected property and clean or replace any affected personal property (whether or not owned by Landlord), at Tenant's expense (without limiting Landlord's other remedies therefor). Tenant shall further be required to indemnify and hold Landlord, Landlord's directors, officers, employees and agents harmless from and against any and all claims, demands, liabilities, losses, damages, penalties and judgments directly or indirectly arising out of or attributable to a violation of the provisions of this Article by Tenant, Tenant's occupants, employees, contractors or agents. Any clean up, remediation and removal work shall be subject to Landlord's prior written approval (except in emergencies), and shall include, without limitation, any testing, investigation, and the preparation and implementation of any remedial action plan required by any governmental body having jurisdiction or reasonably required by Landlord. If on Landlord's reasonable and good faith belief that there exists a violation by Tenant of any provision of this Article, Landlord or any Lender or governmental body arranges for any tests or studies which establish that Tenant is in violation of any provision of this Article, Tenant shall pay for the out-of-pocket costs of such tests. The provisions of this Article shall survive the expiration of the Term or earlier termination of this Lease.

(e) Tenant acknowledges that the Center is subject to a Class C (temporary solution) Response Action Outcome with respect to the release of certain contamination identified therein. Tenant also acknowledges that certain limitations may be placed on the Property in order to achieve a Class A Response Action Outcome (permanent solution with or without conditions, provided that such conditions may include one or more of the following: Vapor intrusion controls; prohibition on use of groundwater for potable or irrigation purposes; limitations on excavation and reuse of soils and groundwater; and use limitations prohibiting single family, day care, school and agricultural uses and conditioning multi family use). Tenant hereby undertakes at no cost or liability to Tenant to cooperate with Landlord as required hereunder by allowing reasonable access for assessment and remediation; promptly executing and delivering reasonable documents (not inconsistent with commercial use) required or desirable with the foregoing conditions and/or pursuant to the Massachusetts Contingency Plan; and not unreasonably interfering with performance of the ongoing remediation of the Center.

(f) Notwithstanding any other provision of this Lease, Tenant shall in no event be liable for any damage, claim, cost or expense, or obligated to undertake any action, in connection with any violation of environmental Law existing as of Commencement Date or the release, storage, existence, transportation or remediation of Hazardous Materials in on, under the Center on or before the Commencement Date.

30. **Redemption, Counterclaim and Jury Trial.**

Tenant, for itself and for all persons claiming through or under it, hereby acknowledges that this Lease constitutes a commercial transaction. If Landlord shall acquire possession of the Premises by summary proceedings, or in any other lawful manner without judicial proceedings, it shall not be deemed a reentry within the meaning of that word as used in this Lease. In the event that Landlord commences any summary proceedings or action for nonpayment of Rent or other charges provided for in this Lease (upon a default by Tenant which is not cured after required notice and passage of applicable grace and cure periods under this Lease), Tenant shall not interpose any non-compulsory counterclaim of any nature or description not related to a dispute regarding this Lease in any such proceeding or action. Tenant and Landlord both waive a trial by jury of any or all issues arising in any action or proceeding between the parties hereto or their successors, under or connected with this Lease, or any of its provisions.

31. **Recording.**

Tenant shall not record this Lease or any memorandum or notice of this Lease.

32. **Force Majeure.**

Landlord shall be excused for the period of any delay in the performance of any obligations hereunder, (other than the payment of money), when prevented from so doing by cause or causes beyond Landlord's control which shall include, without limitation, all labor disputes, civil commotion, acts of war, war – like operations, invasion, rebellion, hostilities, military or usurped power, sabotage, terrorism, governmental regulations or controls, fire or

other casualty, inability to obtain any material, services or financing, pandemics or through Acts of God (collectively, "Force Majeure"). Tenant shall similarly be excused for delay in the performance of obligations hereunder due to Force Majeure provided that nothing contained in this Article or elsewhere in this Lease shall be deemed to excuse or permit any delay in the payment of any sums of money required hereunder, or any delay in the cure of any default which may be cured by the payment of money.

33. **Captions.**

The captions for the numbered Articles and Sections of this Lease are provided for reference only and they do not constitute a part of this agreement or any indication of the intentions of the parties hereto.

34. **Severability; Choice of Law.**

If any provision of this Lease shall be declared to be void or unenforceable either by law or by a court of competent jurisdiction, the validity or enforceability of remaining provisions shall not thereby be affected and any such illegal or unenforceable provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable Law. This Lease is made under and shall be interpreted, construed and enforced in accordance with the laws of the state or commonwealth in which the Property is located without regard to its choice of law provisions, and Landlord and Tenant hereby irrevocably consent to the jurisdiction and proper venue of such state or commonwealth.

35. **Parking.**

Except as otherwise expressly set forth in this Lease, Tenant shall have the non-exclusive right to use its pro rata share of available parking located on the Property on an unreserved basis, and in accordance with the Rules and Regulations attached hereto as **Exhibit E**. The use by Tenant, its contractors, employees, guests, vendors, suppliers, customers and invitees, of the parking facilities of the Center shall be on the terms and conditions of such reasonable systems, rules and regulations set by Landlord as may hereinafter be established or changed from time to time and of which Tenant shall have received notice. Tenant shall not allow any vehicles that belong to or are controlled by Tenant or Tenant's employees, suppliers, shippers, customers or invitees to be loaded, unloaded or parked in areas other than those designated by Landlord for such activities. If Tenant permits or allows any such prohibited activities, then Landlord shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Tenant, which cost shall be payable within ten (10) days of demand by Landlord as Additional Rent. Tenant's use of the parking spaces shall be subject to Landlord's reservation on behalf of itself and the other tenants and their employees, guests and invitees having rights of way in, over and through the common parking area for all purposes of ingress and egress. Tenant and its employees shall park their automobiles only in areas specifically designated for that purpose by Landlord from time to time. Tenant shall be responsible for its employees and any violation by its employees.

36. **Signage.**

At Tenant's sole cost and expense, Tenant shall be permitted throughout the Term to install and maintain in good condition, one exterior sign in the location shown on **Exhibit D-1** attached hereto and made a part hereof, in compliance with the sign criteria set forth on **Exhibit D** attached hereto and made a part hereof. In addition, Tenant shall throughout the Term be entitled to install its sign, at its expense, on a panel of the two pylon signs at the Property. Plans for Tenant's signage shall be approved by Landlord in advance, which approval shall not be unreasonably withheld, conditioned or delayed. All signs and decals on windows and doors of the Premises, must be approved in advance by Landlord. Any and all signs shall be installed, used and maintained in conformity with the Building's character, in compliance with applicable governmental rules and regulations, all applicable zoning governances, neighborhood associations and other applicable by-laws governing such signs, and Tenant shall be responsible to Landlord for any damage caused by installation, use, or maintenance of said signs and for any and all costs incurred in connection with obtaining and maintaining any required sign permit or approval. Such signage shall be removed prior to the Expiration Date and Tenant shall be solely responsible and liable for the repair of all damage caused by such removal and the restoration of all affected areas at its sole cost and expense prior to such Expiration Date.

37. **Satellite Equipment.**

Subject to the following provisions of this Article, Tenant shall have the right to install, operate and maintain, on the roof of the Building (the "**Antenna Premises**") at Tenant's expense and risk, a lawfully permitted satellite dish or antenna and associated equipment (collectively, the "**Antenna Equipment**"), subject to Landlord's approval of the size, weight and location of same, which approval shall not be unreasonably withheld, delayed or conditioned.

(a) If the weight of the Antenna Equipment exceeds the live load bearing capacity of the roof, Tenant's plans and specifications for the installation thereof shall include details of structural engineering and structural reinforcement so as to ensure the structural integrity of the roof upon installation of the Antenna Equipment.

(b) Tenant shall submit to Landlord for its approval, a full set of engineering plans and specifications for the proposed Antenna Equipment installation, which approval shall not be unreasonably withheld, delayed or conditioned. Landlord shall provide such approval or specify any objections with suggested action required to obtain Landlord's approval within ten (10) business days of Tenant's submission.

(c) Tenant shall make all required conduit or cable connections between Tenant's equipment in the Premises and the Antenna Equipment subject to approval of such connections by Landlord, which approval shall not be unreasonably withheld, delayed or conditioned and shall be provided (or specific objection given) within ten (10) business days of request.

(d) Tenant shall obtain all necessary municipal, state and federal permits and authorizations required to install, maintain and operate the Antenna(e) Equipment and pay any

charges levied by government agencies which are the sole result of Tenant having the Antenna Equipment.

(e) Tenant agrees to maintain the Antenna Equipment and Antenna Premises in a good state of repair.

(f) Tenant shall use (at Tenant's cost) Landlord's roof contractor to perform and repair any penetrations necessary to the roof in connection with the installation and removal of the Antenna Equipment. In no event will Tenant make any penetrations for any reason that would void Landlord's roof warranty.

(g) Any permitted Antenna Equipment which is attached to the roof of the Building shall be fastened to the roof in a manner sufficient to withstand a wind speed as required by current code and in accordance with FM Global Data Sheet 1-28, Section 3.8, (a copy of such data sheet is available on request).

(h) At the conclusion of the Term, Tenant shall remove the Antenna Equipment and surrender and restore the Antenna Premises to Landlord in substantially as good condition as when entered, except for loss or damages resulting from casualty, condemnation and reasonable wear and tear, and with the roof warranty intact.

(i) The liability insurance to be carried by Tenant pursuant to the provisions of this Lease shall include coverage for Tenant's activity on the Antenna Premises. Tenant shall pay any increase in rates for insurance which Landlord is required to carry under the Lease resulting from the installation and use of the Antenna Equipment by Tenant, provided Landlord delivers to Tenant evidence, reasonably satisfactory to Tenant, of such increase and the reasons therefor.

(j) The Antenna Equipment shall be utilized solely by and on behalf of Tenant. Tenant shall not license, lease or otherwise permit the use of the same by any other party.

(k) Except as expressly set forth in this Lease, no equipment other than the Antenna Equipment shall be allowed on the roof of the Building without Tenant first obtaining Landlord's written approval, which may be granted or withheld in Landlord's sole discretion.

38. **Miscellaneous.**

(a) Landlord shall have the right to transfer and assign, in whole or in part, all of its rights and obligations under this Lease and in the Building and/or Property referred to herein, and upon such transfer Landlord shall be released from any further obligations hereunder thereafter arising, and Tenant agrees to look solely to the successor in interest of Landlord for the performance of such obligations. Notwithstanding the foregoing, Landlord's liability for any Security Deposit or Letter of Credit delivered to Landlord in connection with this Lease shall remain in effect until actual delivery thereof to Landlord's successor with notice to Tenant of such transfer identifying such successor.

(b) Tenant covenants, warrants and represents that: (i) Tenant has the full right and authority and has obtained any and all consents required to enter into this Lease and to consummate or cause to be consummated the transactions contemplated hereby (subject to receipt of required consents from Landlord if and as required by this Lease and any and all permits and other authorizations in connection with Tenant's Work), (ii) each individual executing and delivering this Lease on behalf of Tenant is authorized to do so on behalf of Tenant; (iii) this Lease is binding upon Tenant; and (iv) Tenant is duly organized and legally existing in the state of its organization and is qualified to do business in the state in which the Property is located. If there is more than one Tenant, or if Tenant is comprised of more than one party or entity, the obligations imposed upon Tenant shall be joint and several obligations of all the parties and entities. Notices, payments and agreements given or made by, with or to any one person or entity shall be deemed to have been given or made by, with and to all of them.

(c) Landlord covenants, warrants and represents that: (i) Landlord has the full right and authority and has obtained any and all consents required to enter into this Lease and to consummate or cause to be consummated the transactions contemplated hereby, (ii) each individual executing and delivering this Lease on behalf of Landlord is authorized to do so on behalf of Landlord; (iii) this Lease is binding upon Landlord; and (iv) Landlord is duly organized and legally existing in the state of its organization.

(d) Time is of the essence with respect to Tenant's exercise of any renewal, early termination or expansion rights granted to Tenant. This Lease shall create only the relationship of landlord and tenant between the parties, and not a partnership, joint venture or any other relationship. This Lease and the covenants and conditions in this Lease shall inure only to the benefit of and be binding only upon Landlord and Tenant and their permitted successors and assigns.

(e) The expiration of the Term, whether by lapse of time or otherwise, shall not relieve either party of any obligations which accrued prior to or which may continue to accrue after the expiration or early termination of this Lease, and the terms and provisions of this Lease, to the extent relevant, shall continue to govern and apply to the relationship of Landlord and Tenant.

(f) Landlord has delivered a copy of this Lease to Tenant for Tenant's review only, and the delivery of it does not constitute an offer to Tenant or an option. This Lease shall not be effective against any party hereto until this Lease has been executed and delivered by and to both parties. This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one agreement. The parties (a) agree that an electronic signature, in any form, of a party to this Lease is intended to have the same force and effect as a manual signature, (b) intend to be bound by their signatures (whether manual or electronic) sent or delivered by facsimile, electronic mail, or other electronic means, (c) are aware that the other party will rely on such signature, and (d) hereby waive any defenses to the enforcement of this Lease based on the foregoing forms of signature.

(g) This Lease may be modified only by a written agreement signed by Landlord and Tenant. Tenant shall reimburse Landlord for its costs and expenses, including reasonable out-of-pocket attorneys' fees, in connection with any amendment to this Lease requested by Tenant.

(h) Tenant shall, within ninety (90) days after the end of each fiscal year of Tenant and/or within fifteen (15) days after Landlord's request, provided Landlord shall not make such request more than one (1) time per calendar year, deliver to Landlord a copy of its audited financial statement (or if audited financial statements are not customarily prepared by Tenant's accountants, a financial statement certified by Tenant's chief financial officer). Upon written request by Tenant, Landlord shall enter into a commercially reasonable confidentiality agreement covering any confidential information that is disclosed by Tenant.

(i) If either party institutes a suit or other action against the other for violation of or to enforce any covenant or condition of this Lease, to recover the Premises or because of any act that arises out of the possession of the Premises, or if either party intervenes in any suit in which the other is a party to enforce or protect its interest or rights, the prevailing party shall be entitled to all of its costs and expenses, including, without limitation, reasonable out-of-pocket attorney's fees.

(j) Landlord, at its expense, at any time before or during the Term, may relocate Tenant from the Premises to reasonably comparable space ("Relocation Space") within the Property without Tenant's consent but with not less than ninety (90) days' prior notice to Tenant, and without the closure of Tenant's business or reduction of table service within Required Hours. In order for any Relocation Space to be deemed "reasonably comparable space" it must have a reasonably comparable layout and size, have substantially the same utility to Tenant (given Tenant's particular use of the Premises) and have no material effect on Tenant's ability to conduct its activities in the Premises. If reasonably feasible, Landlord shall include in the Relocation Space access to outdoor space similar to that available to the initial Premises; provided Landlord shall be under no obligation to provide same. Landlord shall, at its cost, build out the Relocation Space so that its build out is substantially the same as the original Premises. Such build out shall be completed prior to Tenant having to move to the Relocation Space. From and after the date of the relocation, "Premises" shall refer to the Relocation Space into which Tenant has been moved and the Base Rent and Tenant's Pro Rata Share shall be adjusted based on the rentable square footage of the Relocation Space; provided, however, that Base Rent shall not increase. Landlord shall pay Tenant's reasonable costs for moving to the Relocation Space, including without limitation the cost of moving Tenant's furniture and equipment.

(k) Landlord, other than as provided by Section 39 below, reserves the right to lease any portion of the Property to such other tenants as Landlord, in Landlord's sole discretion, deems appropriate, whether or not engaged in the same or similar business for which Tenant is permitted to use the Premises under this Lease. Tenant acknowledges that Landlord has made no representations as to the presence of any specific tenant or number or types of tenants at the Property as of or after the Commencement Date, hours or days that such other tenants shall or may be open for business, or gross sales which may be achieved by Tenant or any other tenants at the Property. A vacation or abandonment of its premises or cessation of business in the

Property by any other tenant or occupant shall not release or excuse Tenant from Tenant's obligations under any provision of this Lease, except as expressly provided by this Lease.

(l) This Lease and the following exhibits and attachments constitute the entire agreement between the parties and supersede all prior written and oral agreements, representations and understandings related to the subject matter hereof, including without limitation all lease proposals, letters of intent and other documents: **Exhibit A** (Legal Description of Property), **Exhibit B** (Plan of Center), **Exhibit B-1** (Floor Plan of Premises), **Exhibit B-2** (Plan Showing Outdoor Seating Area), **Exhibit C** (Tenant's Work Letter), **Exhibit D** (Sign Criteria), **Exhibit E** (Rules and Regulations), **Exhibit F** (Commencement Date Confirmation), **Exhibit G** (Exclusives and Prohibited Uses), **Exhibit H** (List of Existing FF&E), and **Exhibit H-1** (Bill of Sale), **Exhibit I** (Removable and Excluded Items).

39. **Tenant Exclusive Right.**

(a) Provided and only for so long as (i) this Lease is in full force and effect; (ii) Tenant (which shall include for the purposes of this Section 39 any transferee under a Permitted Transfer, provided all the conditions set forth in Section 20(e) of this Lease have been satisfied) is in possession of the Premises, is open and is operating a fast-casual Greek/Mediterranean restaurant selling Mediterranean cuisine with on-site dining in substantially all of the Premises, and (iii) Tenant is not in default of any of its obligations under this Lease; then in such event, Landlord agrees that, from and after the date of execution of this Lease, Landlord will not enter into a lease of other space within the Property which permits the operation of a fast-casual Greek/Mediterranean restaurant selling Mediterranean cuisine with on-site dining as its principal and primary use (the "Exclusive Covenant"). Notwithstanding the preceding sentence, the Exclusive Covenant shall not be applicable to (1) any tenant or occupant of the Building, or to any lease of the Property, in effect as of the date of this Lease, or (2) any premises now or hereafter located in the Property consisting of 10,000 square feet or more.

(b) Tenant acknowledges that the Exclusive Covenant has been included in this Lease at its request, and solely for its benefit. Tenant agrees to defend, indemnify and hold Landlord harmless from and against any claims, damages (including punitive and other exemplary damages), costs or attorneys' fees which Landlord may suffer or incur as a result of, or in any way arising out of, the Exclusive Covenant, whether arising out of a claim by a third party, a governmental agency or otherwise and whether or not the validity of the Exclusive Covenant is ultimately sustained. The foregoing indemnification shall include, without limitation, claims in connection with the alleged violation of any federal or state anti-trust law or similar statute, ordinance, rule or regulation.

(c) The Exclusive Covenant shall lapse and be of no further force or effect in the event any action or proceeding is commenced against Landlord by any party, public or private, and the Exclusive Covenant is held invalid or unenforceable by any court or agency of competent jurisdiction, or if the Exclusive Covenant is rendered invalid or unenforceable by any law, statute, ordinance, rule or regulation.

(d) Notwithstanding that the Exclusive Covenant shall lapse pursuant to subparagraph (c) above, subparagraph (b) above shall remain in full force and effect.

(e) Tenant agrees, as specific inducement to Landlord to grant the Exclusive Covenant, that in the event of any actual or claimed breach of the Exclusive Covenant by Landlord, Tenant shall be entitled to seek or enjoin the use which is claimed to violate the Exclusive Covenant, as its sole and exclusive remedy. Without limiting the generality of the foregoing, Tenant specifically acknowledges that it shall have no right to terminate this Lease or to withhold any Rent in the event of a violation of the Exclusive Covenant. As between Landlord and Tenant, the burden of enforcing the Exclusive Covenant against third parties shall be Tenant's sole responsibility at its own cost and expense.

40. **Extension of the Term.**

(a) Provided that Tenant is not in default under the Lease beyond the expiration of applicable notice and cure periods on the date Tenant delivers Tenant's Renewal Notice (as hereinafter defined) or at any time thereafter through the commencement date of a Renewal Term (as hereinafter defined), Tenant shall have one (1) option (the "Renewal Option") to renew the Lease. The Renewal Option shall be for a five (5) year term (the "Renewal Term") at the rent and upon the other terms set forth below. Tenant shall exercise its Renewal Option by delivering notice to Landlord ("Tenant's Renewal Notice") exercising the Renewal Option no later than twelve (12) months prior to the scheduled Expiration Date. In the event Tenant does not timely and properly exercise the Renewal Option, Tenant shall, promptly following request by Landlord, execute and deliver a statement confirming that the Renewal Option has been waived (provided that failure to deliver said statement shall not be construed to mean that Tenant has properly exercised the Renewal Option).

(b) Upon Landlord's receipt of Tenant's Renewal Notice in accordance with the requirements of this Article, the Lease, subject to the provisions of this Article, shall be automatically extended for the Renewal Term with the same force and effect as if the Renewal Term had been originally included in the term of the Lease, except that the Base Rent under the Lease shall be as set forth below. There shall be no rent concessions or obligation of Landlord to perform or pay for any work during the Renewal Term.

Period	Rent Per RSF	Annual Base Rent	Monthly Installments
Lease Year 11	\$35.24	\$61,951.92	\$5,162.66
Lease Year 12	\$36.03	\$63,340.74	\$5,278.40
Lease Year 13	\$36.84	\$64,764.72	\$5,397.06
Lease Year 14	\$37.67	\$66,223.86	\$5,518.66
Lease Year 15	\$38.52	\$67,718.16	\$5,643.18

(c) The Renewal Option shall automatically terminate and become null, void and of no force and effect upon the earlier to occur of (i) the expiration or termination of the Lease by Landlord or pursuant to law, (ii) the termination or surrender of Tenant's right to possession of the Premises, (iii) the assignment of this Lease by Tenant or the sublease by

Tenant of the Premises or any part thereof other than in connection with any of the Permitted Transfers or otherwise where Landlord consent in writing to an assignment, sublease or other transfer has been received; or (iv) the failure of Tenant to timely and properly exercise any Renewal Option.

41. **Liquor License.**

Tenant shall have the right to seek, at its own discretion and expense, a pouring liquor license for the sale of wine and beer for consumption on the Premises which complies with all local and state codes and regulations. Tenant shall also be responsible for insuring that its employees who may be involved in serving alcohol shall have obtained the necessary and proper training for the serving of alcohol at the Premises. At no expense to Landlord (but without fee or charge by Landlord to Tenant), Landlord shall reasonably cooperate as necessary in Tenant's application for a beer and wine liquor license.

42. **Outdoor Seating Area.**

(a) Subject to Landlord's prior written approval (which shall not be unreasonably withheld, conditioned or delayed) and the terms and conditions hereinafter contained, Tenant shall have the right to use the patio area outside of the Premises as more particularly shown on **Exhibit B-2** attached hereto and made a part hereof (such area referred to herein as the "**Outdoor Seating Area**") for the Permitted Use; provided Tenant obtains all permits, certifications, authorizations and approvals of all municipal departments and governmental subdivisions and authorities having or claiming jurisdiction required in connection with Tenant's use of the Outdoor Seating Area, and Tenant complies with all applicable rules and regulations established by Landlord. Tenant agrees to submit to Landlord, for Landlord's approval, a set of plans and specifications indicating the number, description and location of all tables and chairs and any other information reasonably requested by Landlord (the "**Outdoor Plans**"). Tenant shall, at Tenant's sole cost and expense, procure, maintain and exhibit to Landlord, so far as the same may be required from time to time, all permits, certifications, authorizations and approvals of all municipal departments and governmental subdivisions and authorities having or claiming jurisdiction, required in connection with Tenant's use of the Outdoor Seating Area. Notwithstanding the foregoing provisions of this Section and Landlord's consent to the Outdoor Plans, Tenant's use of the Outdoor Seating Area, as set forth herein, shall be in full compliance with (i) all applicable statutes, ordinances, regulations, laws, codes and industry standards, (ii) rules and regulations established by Landlord from time to time, and (iii) all of the provisions of this Lease.

(b) Notwithstanding anything to the contrary set forth in subsection (a) of this Section, (i) Tenant acknowledges that Landlord makes no representation to Tenant as to whether or not Tenant shall be entitled to use the Outdoor Seating Area as set forth in said Section, (ii) in the event that Tenant is prohibited from the use of the Outdoor Seating Area for any reason, including, but not limited to, the refusal of either Landlord or any applicable governmental entity to approve the Outdoor Plans, or Tenant is required to discontinue the use of the Outdoor Seating Area pursuant to the terms of this Section, then in any such event, Tenant shall not be entitled to any abatement or diminution of rent or be relieved from any of its obligations under the Lease,

and Landlord shall not incur any liability or obligation to Tenant, and Tenant agrees to discontinue Tenant's use of the Outdoor Seating Area and to remove all tables and chairs therefrom within forty-eight (48) hours of Landlord's demand.

(c) Supplementing the provisions of subsections (a) and (b) of this Section, Tenant agrees during such times as Tenant has exclusive use of the Outdoor Seating Area to operate and maintain the Outdoor Seating Area in a dignified first-class manner which shall not detract from the character, appearance or dignity of the Building. Tenant further agrees that no cooking, advertising, exhibits, or displays shall be permitted in the Outdoor Seating Area and Tenant shall keep such Outdoor Seating Area clean and well maintained.

(d) Tenant agrees to indemnify and save Landlord and Landlord Parties harmless of and from all loss, cost, liability, damage and expense including, but not limited to, reasonable counsel fees, penalties and fines, incurred in connection with or arising from the use or occupancy or manner of use or occupancy of the Outdoor Seating Area by Tenant or any person claiming through or under Tenant, notwithstanding that the Outdoor Seating Area is not contained within the Premises nor shall any provision of this Lease vest in Tenant any rights in or to the Outdoor Seating Area.

(e) Tenant's right to use the Outdoor Seating Area hereunder shall be subject to such restrictions as may be necessary to accommodate and provide for the quiet enjoyment of the other occupants of the Building. Tenant agrees to comply with all such restrictions including without limitation, the limitation of music and sound on the Outdoor Seating Area and the hours of usage of the Outdoor Seating Area as Landlord shall require.

Signature page to follow

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed under seal as of the date first above written.

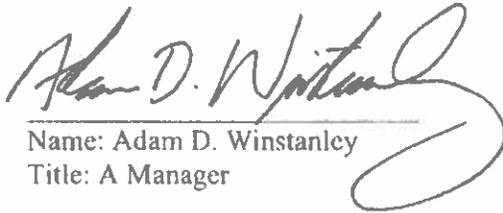
LANDLORD:

CHELMSFORD TOWN CENTER LLC,
a Delaware limited liability company

By: Chelmsford Town Center Manager LLC,
Its Manager

By: Winstanley Enterprises LLC
Its Manager

By:



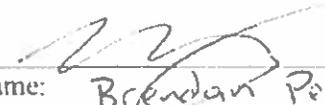
Name: Adam D. Winstanley
Title: A Manager

TENANT:

KRI KRI HOSPITALITY LLC,
a Massachusetts limited liability company

By:

Name:
Title:

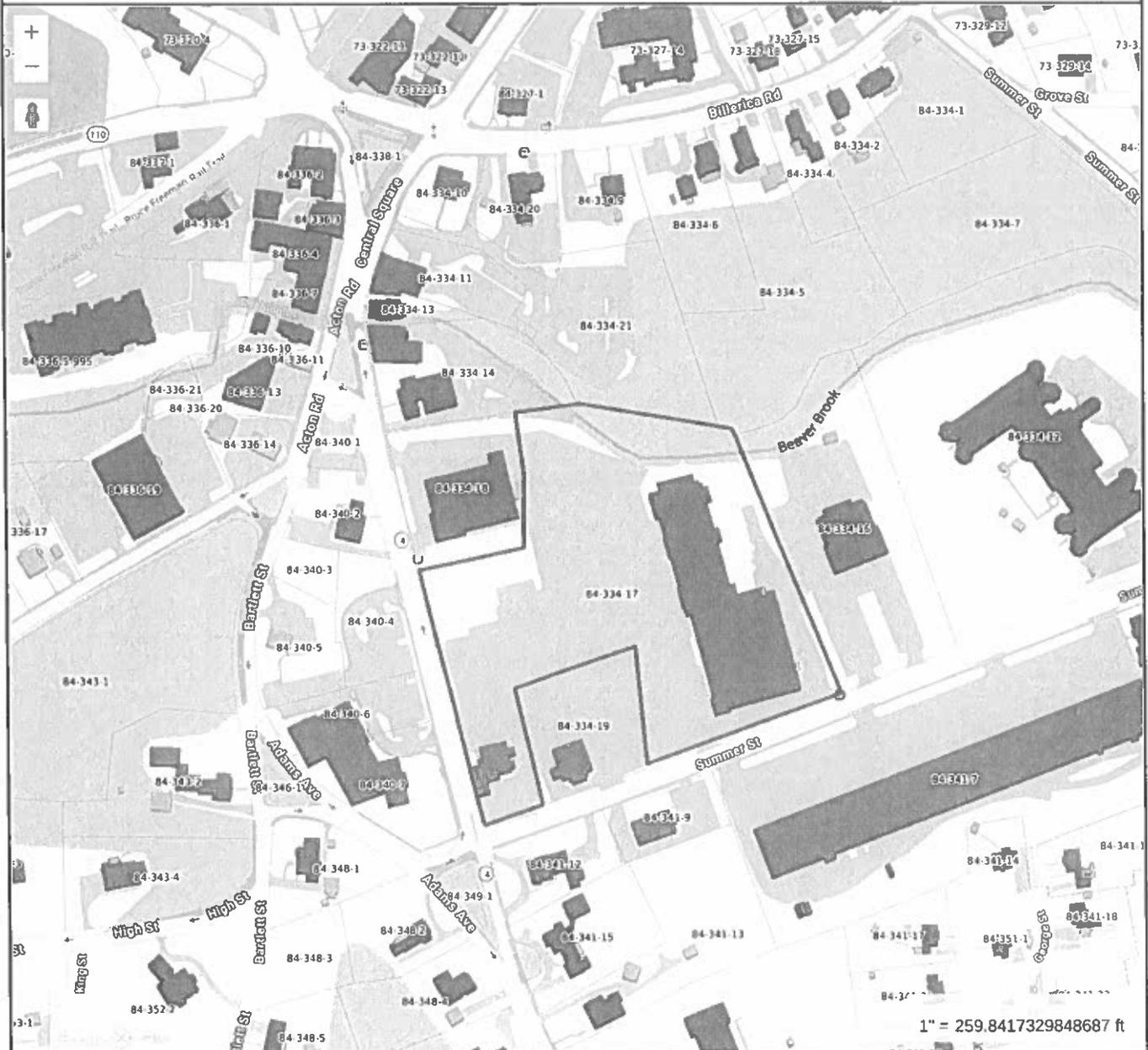


Brendan Palle
Sole Owner

PUBLIC NOTICE

LEGAL NOTICE TOWN OF CHELMSFORD PUBLIC HEARING

The Select Board will conduct a Public Hearing under the provisions of M.G.L. c.138 on March 30, 2026, at 6:00PM in Room 204 of the Town Offices, 50 Billerica Rd. on the application for a Wine and Malt Beverages Restaurant License for Kri Kri Hospitality LLC, DBA Kri Kri Grill to be exercised on the premises at 18 Boston Rd Suite 200.
Select Board
3/20/2026
#NY0171941



1" = 259,841,732,984,868,7 ft

Property Information

Property ID 84-334-17
 Location 18-20 BOSTON RD
 Owner CHELMSFORD TOWN CENTER LLC



MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT

Town of Chelmsford, MA makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 06/06/2023
Data updated Daily

Print map scale is approximate. Critical layout or measurement activities should not be done using this resource.

03 / 09 / 2026 - BOSTON RD - ABUTTERS LIST

ACCT	MAP	BLOCK	LOT	UNIT	LOCATION	ADDRESS	CITY	STATE	ZIP	OWNER	CO-OWNER
5364	84	334	5		19 BILLERICA RD	19 BILLERICA RD	CHELMSFORD	MA	1824	RIGNEY MICHAEL L	CONNOLLY DEIRDRE M
5352	84	334	14	100	6 BOSTON RD STE 100	6 BOSTON RD STE 100	CHELMSFORD	MA	1824	YEE ARTHUR	
5360	84	334	14	205	6 BOSTON RD STE 205	34 CENTRAL SQ	CHELMSFORD	MA	1824	ATA ZOSH LLC	
5362	84	334	14	301	6 BOSTON RD STE 301	6 BOSTON RD STE 301	CHELMSFORD	MA	1824	CENTRAL 34 TRUST LLC	
16416	84	334	18		16 BOSTON RD	2021 MCKINNEY AV #1150	DALLAS	TX	75201	NS RETAIL HOLDINGS LLC	
16440	84	334	19		2 SUMMER ST	P O BOX 32547	CHARLOTTE	NC	28232	SACHS CHELMSFORD MASS	C/O BOA CORP REAL ESTATE
5337	84	334	16		10 SUMMER ST	10 SUMMER ST	CHELMSFORD	MA	1824	LESSARD LLC	
13462	73	327	14		10 BILLERICA RD	10 BILLERICA RD	CHELMSFORD	MA	1824	ALL SAINTS ESPISCOPAL CHURCH	
13823	73	320	4		2 WESTFORD ST	2 WESTFORD ST	CHELMSFORD	MA	1824	FIRST CONGL SOCIETY	
13481	73	315	4		1 WORTHEN ST	1 WORTHEN ST	CHELMSFORD	MA	1824	CENTRAL CONGL CHURCH	



Town of Chelmsford BUSINESS CERTIFICATE

FILE #: 46289
File Date: Feb. 27, 2026
Exp. Date: Feb. 27, 2030

New Business or Renewal: \$60 New Business Business Renewal
Changes: \$30 Change of DBA Name/Address Partial Addition/Removal of Owner Discontinuance of Business

In conformity with M.G.L. c. 110 s. 5, as amended, the undersigned hereby declares that a business is conducted under the title of:

- DOING BUSINESS AS (Name of Business): Kri Kri Grill
- DBA OWNER: Kri Kri Hospitality, LLC
- DBA BUSINESS ADDRESS: 18 Boston Rd STE 200 Chelmsford, MA 01824
- THE ABOVE LOCATION IS: A Commercial Address A Residential Address
- Brief description of DBA business: Premium fast casual Greek restaurant
- Is your business involved in any of the following activities: serving or selling food or tobacco, operating a tanning salon or sauna, providing childcare services, offering tattoo/body art (including microblading), or running a camp? Yes No
(If yes, please circle or underline which one(s))
- Are you changing the current use of the space? Yes No
- Telephone Number: 978 979 2303 9. Mailing Address (If Different): _____
- Email: chef@chefbrendanpelley.com 11. Is this a minority owned business? (optional) Yes No

PRINTED NAME(S) of SIGNER(S)	Title	OWNER ADDRESS (Corp. address, if Corporation)
<u>Brendan Pelley</u>	<u>Sole owner</u>	<u>10 Vincent rd Chelmsford MA 01824</u>

HEALTH DEPARTMENT APPROVAL: If you answered "Yes" to Question 6, please visit the Health Department.

Signature of Health Inspector/Director: [Signature] Date 2/10/26

BUILDING COMMISSIONER APPROVAL: Residential: Only required if filing for a new business or address change.
Commercial: Building Commissioner must approve changes, renewals, and new DBAs.

The Building Commissioner may require further review prior to signing. Additional licenses/permits may be required. The Building Commissioner will sign off when available.

Will you be performing renovations or construction on this property? Yes No If yes, please specify.

Signature of Building Commissioner: [Signature] Date 2/24/26

NOTARIZATION OR CHELMSFORD TOWN CLERK CERTIFICATION: Business owner(s) who cannot sign in the presence of the Chelmsford Town Clerk must sign in the presence of a Notary Public.

Signature(s): [Signature] Date: 2/27/26

A TRUE COPY ATTEST:

[Signature]
TOWN CLERK - CHELMSFORD, MA

ID Check(s): THE ABOVE-NAMED PERSON(S), PERSONALLY APPEARED BEFORE ME AND MADE AN OATH THAT THE FOREGOING STATEMENT IS TRUE.
[Signature] Notary Public Signature/
[Signature] Commission Expiration
Town Clerk Representative Signature