



**TOWN OF ACTON**  
472 Main Street  
Acton, Massachusetts, 01720  
Telephone (978) 929-6611  
Fax (978) 929-6350

**Steven L. Ledoux**  
**Town Manager**

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August 21, 2014

The Acton Beacon:  
Attn: Legal Notices

Please place the following Public Hearing Notice in the Thursday, September 4, 2014 edition of the Acton Beacon in the Legal Section. *Please send bill to:*

Angelique Eliopoulos  
Eliopoulos & Eliopoulos, P.C.  
9 North Road  
Chelmsford, MA 01824  
978-250-3800

Very truly yours,

Lisa Tomy  
Town Manager's Office

Please confirm receipt to: [ltomyl@acton - ma.gov](mailto:ltomyl@acton-ma.gov)

**Town of Acton**  
**Notice of Hearing**

Notice is hereby given under Chapter 138 of the General Laws, that the Board of Selectmen will hold a hearing in the Francis Faulkner Room in the Acton Town Hall on September 22, 2014 at 7:35 p.m. on the application of Acton Seafood Sales, Inc., for a All Alcohol License Transfer to Great Road Seafood Sales, LLC, Anna Saranteas, Manager, located at 69 Great Road, Acton, MA.

Application is on file in the Selectmen's Office and may be viewed during normal working hours.

**ACTON BOARD OF SELECTMEN**



**TOWN OF ACTON**  
472 Main Street  
Acton, Massachusetts, 01720  
Telephone (978) 929-6611  
Fax (978) 929-6350

**Office of the Town Manager**

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August 21, 2014

Angelique M. Eliopoulos, Esquire  
9 North Road  
Chelmsford, MA 01824

Dear Ms. Eliopoulos:

I have scheduled you to meet with the Board of Selectmen regarding your client's request to transfer the All Alcohol Beverage License from Acton Seafood Sales, Inc. to Great Road Seafood Sales, LLC. This has been scheduled for September 22, 2014 at 7:35 PM in the Francis Faulkner Hearing Room 204 at the Acton Town Hall.

Below is the Legal Ad that will be in the September 4, 2014 Acton Beacon. You will be billed for the Legal Ad.

Please don't hesitate to contact our office if you have any further questions.

Regards,

Lisa Tomyl  
Town Manager's Office

**Town of Acton  
Notice of Hearing**

Notice is hereby given under Chapter 138 of the General Laws, that the Board of Selectmen will hold a hearing in the Francis Faulkner Room in the Acton Town Hall on September 22, 2014 at 7:35 p.m. on the application of Acton Seafood Sales, Inc., for a All Alcohol License Transfer to Great Road Seafood Sales, LLC, Anna Saranteas, Manager, located at 69 Great Road, Acton, MA.

Application is on file in the Selectmen's Office and may be viewed during normal working hours.

**ACTON BOARD OF SELECTMEN**

## Lisa Tomyl

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**From:** Frank Widmayer  
**Sent:** Monday, September 08, 2014 2:51 PM  
**To:** Lisa Tomyl  
**Subject:** RE: Transfer of Liquor License

Lisa,

I have reviewed the application for the transfer and recommend that the Board of Selectmen approve the license.

Regards,  
Frank

Frank J. Widmayer III  
Chief of Police

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**From:** Lisa Tomyl  
**Sent:** Thursday, August 21, 2014 10:56 AM  
**To:** Board of Health; Building Department; Collector Department; Patrick Futterer; Planning Department; Frank Widmayer  
**Subject:** Transfer of Liquor License

Please review and comment as necessary regarding the request for an All Alcohol Beverage License for Atlantic Seafood.

Regards,

Lisa



**TOWN OF ACTON**  
**Health Department**  
472 Main Street  
Acton, Massachusetts, 01720  
Telephone (978) 929-6632  
Fax (978) 929-6340

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August 21, 2014

**TO:** Lisa Tomy, Town Manager's Office

**FROM:** Sheryl Ball, Health Inspector

**RE:** Acton Seafood Sales, LLC d/b/a Atlantic Sea Grill to Great Road Seafood Sales, LLC – 69 Great Road – Full Retail Alcoholic Beverage License

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The Health Department has reviewed the application for a Full Retail Alcoholic Beverage License for Great Road Seafood Sales, LLC – 69 Great Road and has no concerns with the granting of this license.

## Lisa Tomyl

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**From:** Amy Spadano  
**Sent:** Thursday, August 21, 2014 11:29 AM  
**To:** Lisa Tomyl  
**Cc:** Collector Department  
**Subject:** RE: Transfer of Liquor License

Lisa –

The business “Atlantic Sea Grill”/Acton Seafood Sales at 77 Great Rd. is paid up to date for their personal property taxes.

There’s nothing as yet under Great Road Seafood Sales.

Let me know if you need more info.

~ *Amy*

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**Amy Spadano**  
Collector's Office  
472 Main St.  
Acton, MA 01720  
[collector@acton-ma.gov](mailto:collector@acton-ma.gov)  
978-929-6622

<http://www.acton-ma.gov>



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**From:** Lisa Tomyl  
**Sent:** Thursday, August 21, 2014 10:56 AM  
**To:** Board of Health; Building Department; Collector Department; Patrick Futterer; Planning Department; Frank Widmayer  
**Subject:** Transfer of Liquor License

Please review and comment as necessary regarding the request for an All Alcohol Beverage License for Atlantic Seafood.

Regards,

Lisa

ELIOPOULOS & ELIOPOULOS, P.C.

ATTORNEYS AT LAW

Philip M. Eliopoulos  
Angelique M. Eliopoulos

August 20, 2014

Board of Selectmen  
Town of Acton  
472 Main Street  
Acton, MA 01720

Re: Great Road Seafood Sales, LLC – Transfer of Liquor License

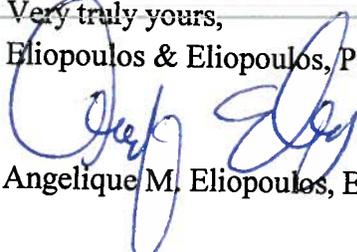
Dear Board of Selectmen:

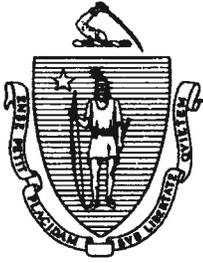
This office represents the above-stated entity and is assisting it in the application process to obtain from the Town of Acton the approval of transfer of a liquor license for the business Atlantic Sea Grill, located at 69 Great Rd, Acton. In addition to a check to the Commonwealth of Massachusetts for \$200, I have enclosed the following supporting documentation with regard to obtaining said license for the above-stated entity:

1. Completed Retail Alcoholic Beverages License Application
2. Draft Form 43
3. Town of Acton Business Certificate
4. LLC Information and Articles of Organization
5. Vote of the LLC
6. Three months bank statements of proposed Manager
7. Purchase Asset Agreement
8. Lease
9. Proof of citizenship
10. Certificate of Good Standing from Secretary of State
11. Certificate of Good Standing from DOR (copy) Original to follow

If you have any questions, or need any further information, please do not hesitate to contact my office.  
Thank you for your consideration in this matter.

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Very truly yours,  
Eliopoulos & Eliopoulos, P.C.  
  
Angelique M. Eliopoulos, Esquire



The Commonwealth of Massachusetts  
 Alcoholic Beverages Control Commission  
 239 Causeway Street  
 Boston, MA 02114  
 www.mass.gov/abcc

For Reconsideration

FORM 43  
 MUST BE SIGNED BY LOCAL LICENSING AUTHORITY

0006-00003

ABCC License Number

Acton

City/Town

Local Approval Date

TRANSACTION TYPE (Please check all relevant transactions):

- |   |  |   |   |
|---|--|---|---|
| <input type="checkbox"/> New License                    | <input type="checkbox"/> New Officer/Director            | <input type="checkbox"/> Pledge of License          | <input type="checkbox"/> Change Corporate Name      |
| <input checked="" type="checkbox"/> Transfer of License | <input type="checkbox"/> Change of Location              | <input type="checkbox"/> Pledge of Stock            | <input type="checkbox"/> Seasonal to Annual         |
| <input type="checkbox"/> Change of Manager              | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Transfer of Stock          | <input type="checkbox"/> Change of License Type     |
| <input type="checkbox"/> Cordials/Liqueurs Permit       | <input type="checkbox"/> Issuance of Stock               | <input type="checkbox"/> New Stockholder            | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> 6-Day to 7-Day License         | <input type="checkbox"/> Management/Operating Agreement  | <input type="checkbox"/> Wine & Malt to All Alcohol |   |

Name of Licensee  EIN of Licensee

D/B/A  Manager

ADDRESS:  CITY/TOWN:  STATE:  ZIP CODE:

Annual or Seasonal  Category: (All Alcohol- Wine & Malt Wine, Malt & Cordials)  Type: (Restaurant, Club, Package Store, General On Premises, Etc.)

Complete Description of Licensed Premises:

Application Filed:  Date & Time Advertiser:  Date & Attach Publication Abutters Notified: Yes  No

Licensee Contact Person for Transaction  Phone:

ADDRESS:  CITY/TOWN:  STATE:  ZIP CODE:

Remarks:

The Local Licensing Authorities By: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Alcoholic Beverages Control Commission  
 Ralph Sacramone  
 Executive Director

ABCC Remarks: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## Transfer of License Checklist

**This application will be returned if the following documentation is not submitted:**

- Certificate of Good Standing from MA Department of Revenue
- Petition for Transfer of Ownership
- Retail Transmittal Form
- \$200.00 Fee made payable to the Commonwealth of Massachusetts or the ABCC
- Newspaper Notice
- Retail Application with:
  - Articles of Organization for Corporation or LLC
  - Signed lease or documents proving a legal right to occupy premises
  - Manager's Form
  - Personal Information Form for all individuals with beneficial interests in the license
  - Purchase and Sale of Business
  - Supporting Financial Records
  - All records, loan agreements, documents, as well as affidavits detailing the source(s) of money for this license transaction
  - 3 months worth of bank statements confirming the sources of funds
  - Vote of Corporate Board or LLC
  - Form 43 (From Local Licensing Board)
  - CORI Application
  - Proof of Citizenship (Submit proof of citizenship and/or naturalization such as U.S. Passport, Voter's Certificate, Birth Certificate or Naturalization Papers)



The Commonwealth of Massachusetts  
 Alcoholic Beverages Control Commission  
 239 Causeway Street  
 Boston, MA 02114  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

Print Form

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION  
 MONETARY TRANSMITTAL FORM

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

ECRT CODE: RETA

CHECK PAYABLE TO ABCC OR COMMONWEALTH OF MA: \$200.00

(CHECK MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL)

CHECK NUMBER

6503

IF USED EPAY, CONFIRMATION NUMBER

A.B.C.C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

0006-00003

LICENSEE NAME

Acton Seafood Sales, Inc.

ADDRESS

12 Brookside Rd., Unit 7

CITY/TOWN

Westford

STATE

MA

ZIP CODE

01886

TRANSACTION TYPE (Please check all relevant transactions):

- Alteration of Licensed Premises
- Change Corporate Name
- Change of License Type
- Change of Location
- Change of Manager
- Other
- Cordials/Liqueurs Permit
- Issuance of Stock
- Management/Operating Agreement
- More than (3) §15
- New License
- New Officer/Director
- New Stockholder
- Pledge of Stock
- Pledge of License
- Seasonal to Annual
- Transfer of License
- Transfer of Stock
- Wine & Malt to All Alcohol
- 6-Day to 7-Day License

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

ALCOHOLIC BEVERAGES CONTROL COMMISSION  
 P. O. BOX 3396  
 BOSTON, MA 02241-3396



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

**PETITION FOR TRANSFER OF OWNERSHIP, TRANSFER OF STOCK, NEW OFFICER(S),  
DIRECTOR(S), STOCKHOLDER(S) AND LLC MANAGER(S)**

0006-00003

Acton MA

ABCC License Number

City/Town

The licensee A. Acton Seafood Sales, Inc. and the proposed transferee B. Great Road Seafood Sales, LLC respectfully petition the Licensing Authorities to approve the following transfer of ownership. Any Corporation, LLC or Association, Partnership, Individual, Sole Proprietor Listed in box (A.) must submit a certificate of good standing from the Massachusetts Department of Revenue (DOR).

Is the PRESENT licensee a Corporation/LLC listed in box (A.), duly registered under the laws of the Commonwealth of Massachusetts?

Yes  No If YES, please list the officers, directors and stockholders, their residences, and shares owned by each.

Name	Title	Address	Stock or % Owned
Katherine Zosherafatain	Treasurer	12 Brookside Rd, Westford MA	25%
Katherine Zosherafatain	President	12 Brookside Rd, Westford MA	25%
Katherine Zosherafatain	Director	12 Brookside Rd, Westford MA	25%
Katherine Zosherafatain	Shareholder	12 Brookside Rd, Westford MA	25%

Is the PROPOSED transferee a Corporation/LLC listed in box (B.), duly registered under the laws of the Commonwealth of Massachusetts?

Yes  No

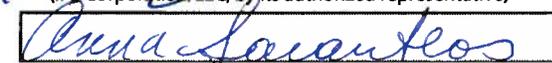
TO: (Place an \* before the name of each DIRECTOR/LLC Manager.)

Name	Title	Address	Stock or % Owned
Anna Saranteas	Manager/Member	13 Leblanc Drive, Peabody MA	50%
Konstantinos Saranteas	Manager/Member	13 Leblanc Drive, Peabody MA	50%

The above named proposed transferee hereby joins in this petition for transfer of said license.

SIGNATURE OF LAST-APPROVED LICENSEE: 

(If a Corporation/LLC, by its authorized representative)

SIGNATURE OF PROPOSED TRANSFEREE: 

Date Signed 8/15/14

### APPLICATION FOR RETAIL ALCOHOLIC BEVERAGE LICENSE

City/Town

#### 1. LICENSEE INFORMATION:

A. Legal Name/Entity of Applicant:(Corporation, LLC or Individual)

B. Business Name (if different) :  C. Manager of Record:

D. ABCC License Number (for existing licenses only) :

E. Address of Licensed Premises:  City/Town:  State:  Zip:

F. Business Phone:  G. Cell Phone:

H. Email:  I. Website:

J. Mailing address (If different from E.):  City/Town:  State:  Zip:

#### 2. TRANSACTION:

- New License       New Officer/Director       Transfer of Stock       Issuance of Stock       Pledge of Stock
- Transfer of License       New Stockholder       Management/Operating Agreement       Pledge of License

**The following transactions must be processed as new licenses:**

- Seasonal to Annual       (6) Day to (7)-Day License       Wine & Malt to All Alcohol

**IMPORTANT ATTACHMENTS (1): The applicant must attach a vote of the entity authorizing all requested transactions, including the appointment of a Manager of Record or principal representative.**

#### 3. TYPE OF LICENSE:

- §12 Restaurant       §12 Hotel       §12 Club       §12 Veterans Club
- §12 General On-Premises       §12 Tavern (No Sundays)       §15 Package Store

#### 4. LICENSE CATEGORY:

- All Alcoholic Beverages       Wine & Malt Beverages Only       Wine or Malt Only
- Wine & Malt Beverages with Cordials/Liqueurs Permit

#### 5. LICENSE CLASS:

- Annual       Seasonal

**6. CONTACT PERSON CONCERNING THIS APPLICATION (ATTORNEY IF APPLICABLE)**

NAME: Angelique M. Eliopoulos  
ADDRESS: 9 North Road  
CITY/TOWN: Chelmsford STATE: MA ZIP CODE: 01824  
CONTACT PHONE NUMBER: (978)250-3800 FAX NUMBER: 978-244-0007  
EMAIL: angelique@eliopouloslaw.com

**7. DESCRIPTION OF PREMISES:**

Please provide a complete description of the premises to be licensed. Please note that this must be identical to the description on the Form 43.

Full service restaurant with a kitchen, storage and dining area. Dining area has seats to accommodate 102 patrons.

Total Square Footage: 4,400 Number of Entrances: 3 Number of Exits: 3  
Occupancy Number: 115 Seating Capacity: ~~102~~ 98

IMPORTANT ATTACHMENTS (2): The applicant must attach a floor plan with dimensions and square footage for each floor & room.

**8. OCCUPANCY OF PREMISES:**

By what right does the applicant have possession and/or legal occupancy of the premises? Final Lease

IMPORTANT ATTACHMENTS (3): The applicant must submit a copy of the final lease or documents evidencing a legal right to occupy the premises.

Other:

Landlord is a(n): Please Select Other:

Name: Morrill & Steinberg Associates Phone: 978-263-6599

Address: PO Box 2350 City/Town: Acton State: MA Zip: 01720

Initial Lease Term: Beginning Date 09/01/2014 Ending Date 08/31/2015

Renewal Term: 3 Consecutive terms Options/Extensions at: five Years Each

Rent: Per Year Rent: \$5,000.00 Per Month

Do the terms of the lease or other arrangement require payments to the Landlord based on a percentage of the alcohol sales?  
Yes  No

**IMPORTANT ATTACHMENTS( 4):**

- 1. If yes, the Landlord is deemed a person or entity with a financial or beneficial interest in this license. Each individual with an ownership interest with the Landlord must be disclosed in §10 and must submit a completed Personal Information Form attached to this application.
- 2. Entity formation documents for the Landlord entity must accompany the application to confirm the individuals disclosed.
- 3. If the principals of the applicant corporation or LLC have created a separate corporation or LLC to hold the real estate, the applicant must still provide a lease between the two entities.

**9. LICENSE STRUCTURE:**

The Applicant is a(n):  Other :

If the applicant is a Corporation or LLC, complete the following: Date of Incorporation/Organization:

State of Incorporation/Organization:

Is the Corporation publicly traded? Yes  No

**10. INTERESTS IN THIS LICENSE:**

List all individuals involved in the entity (e.g. corporate stockholders, directors, officers and LLC members and managers) and any person or entity with a direct or indirect, beneficial or financial interest in this license (e.g. landlord with a percentage rent based on alcohol sales).

**IMPORTANT ATTACHMENTS (5):**

- A. All individuals or entities listed below are required to complete a Personal Information Form.
- B. All shareholders, LLC members or other individuals with any ownership in this license must complete a CORI Release Form.

Name	All Titles and Positions	Specific # of Stock or % Owned	Other Beneficial Interest
Anna Saranteas	Member/Manager	50%	
Konstantinos Saranteas	Member/Manager	50%	

\*If additional space is needed, please use last page.

**11. EXISTING INTEREST IN OTHER LICENSES:**

Does any individual listed in §10 have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes  No  If yes, list said interest below:

Name	License Type	Licensee Name & Address
	<input type="text" value="Please Select"/>	

\*If additional space is needed, please use last page.

**12. PREVIOUSLY HELD INTERESTS IN OTHER LICENSES:**

Has any individual listed in §10 who has a direct or indirect beneficial interest in this license 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 said interest below:

Name	Licensee Name & Address	Date	Reason Terminated
			Please Select
			Please Select
			Please Select

**13. DISCLOSURE OF LICENSE DISCIPLINARY ACTION:**

Have any of the disclosed licenses to sell alcoholic beverages listed in §11 and/or §12 ever been suspended, revoked or cancelled? Yes  No  If yes, list said interest below:

Date	License	Reason of Suspension, Revocation or Cancellation

**14. CITIZENSHIP AND RESIDENCY REQUIREMENTS FOR A (§15) PACKAGE STORE LICENSE ONLY :**

**A.) For Individual(s):**

- 1. Are you a U.S. Citizen? Yes  No
- 2. Are you a Massachusetts Residents? Yes  No

**B.) For Corporation(s) and LLC(s) :**

- 1. Are all Directors/LLC Managers U.S. Citizens? Yes  No
- 2. Are a majority of Directors/LLC Managers Massachusetts Residents? Yes  No
- 3. Is the License Manager or Principal Representative a U.S. Citizen? Yes  No

**C.) Shareholder(s), Member(s), Director(s) and Officer(s):**

- 1.. Are all Shareholders, Members, Directors, LLC Managers and Officers involved at least twenty-one (21) years old? Yes  No

**15. CITIZENSHIP AND RESIDENCY REQUIREMENTS FOR (§12) RESTAURANT, HOTEL, CLUB, GENERAL ON PREMISE, TAVERN, VETERANS CLUB LICENSE ONLY:**

**A.) For individual(s):**

- 1. Are you a U.S. Citizen? Yes  No

**B.) For Corporation(s) and LLC(s) :**

- 1. Are a majority of Directors/LLC Managers **NOT** U.S. Citizen(s)? Yes  No
- 2. Is the License Manager or Principal Representative a U.S. Citizen? Yes  No

**C.) Shareholder(s), Member(s), Director(s) and Officer(s):**

- 1.. Are all Shareholders, Members, Directors, LLC Managers and Officers involved at least twenty-one (21) years old? Yes  No

**16. COSTS ASSOCIATED WITH LICENSE TRANSACTION:**

A. Purchase Price for Real Property:	<input type="text"/>
B. Purchase Price for Business Assets:	\$75,000.00
C. Costs of Renovations/Construction:	<input type="text"/>
D. Initial Start-Up Costs:	<input type="text"/>
E. Purchase Price for Inventory:	<input type="text"/>
F. Other: (Specify)	<input type="text"/>
<b>G: TOTAL COST</b>	\$75,000.00
<b>H. TOTAL CASH</b>	\$75,000.00
<b>I. TOTAL AMOUNT FINANCED</b>	\$0.00

**IMPORTANT ATTACHMENTS (6):** Submit any and all records, documents and affidavits including loan agreements that explain the source(s) of money for this transaction. Sources of cash must include a minimum of three (3) months of bank statements.

The amounts listed in subsections (H) and (I) must total the amount reflected in (G).

**17. PROVIDE A DETAILED EXPLANATION OF THE FORM(S) AND SOURCE(S) OF FUNDING FOR THE COSTS IDENTIFIED ABOVE (INCLUDE LOANS, MORTGAGES, LINES OF CREDIT, NOTES, PERSONAL FUNDS, GIFTS):**

Personal Funds (\$75,000). \$10,000 has already been paid as a deposit.

\*If additional space is needed, please use last page.

**18. LIST EACH LENDER AND LOAN AMOUNT(S) FROM WHICH "TOTAL AMOUNT FINANCED" NOTED IN SUB-SECTIONS 16(I) WILL DERIVE:**

A.

Name	Dollar Amount	Type of Financing

\*If additional space is needed, please use last page.

B. Does any individual or entity listed in §19 as a source of financing have a direct or indirect, beneficial or financial interest in this license or any other license(s) granted under Chapter 138? Yes  No

if yes, please describe:

**19. PLEDGE: (i.e. COLLATERAL FOR A LOAN)**

A.) Is the applicant seeking approval to pledge the license?  Yes  No

1. If yes, to whom:

2. Amount of Loan:  3. Interest Rate:  4. Length of Note:

5. Terms of Loan :

B.) If a corporation, is the applicant seeking approval to pledge any of the corporate stock?  Yes  No

1. If yes, to whom:

2. Number of Shares:

C.) Is the applicant pledging the inventory?  Yes  No

If yes, to whom:

**IMPORTANT ATTACHMENTS (7):** If you are applying for a pledge, submit the pledge agreement, the promissory note and a vote of the Corporation/LLC approving the pledge.

**20. CONSTRUCTION OF PREMISES:**

Are the premises being remodeled, redecorated or constructed in any way? If YES, please provide a description of the work being performed on the premises:  Yes  No

21. ANTICIPATED OPENING DATE:

**IF ALL OF THE INFORMATION AND  
ATTACHMENTS ARE NOT COMPLETE  
THE APPLICATION WILL BE  
RETURNED**

**APPLICANT'S STATEMENT**

I, Anna Saranteas the  sole proprietor;  partner;  corporate principal;  LLC/LLP member

of 13 Leblanc Drive, Peabody MA, hereby submit this application for Transfer of Liquor License (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 statement 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 does not violate any requirement of the ABCC or other state law or local ordinances;
- (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 Application information 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.

Signature:

Anna Saranteas

Date:

8/15/14

Title:

manager



The Commonwealth of Massachusetts  
 Alcoholic Beverages Control Commission  
 239 Causeway Street  
 Boston, MA 02114  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

**PERSONAL INFORMATION FORM**

Each individual listed in Section 10 of this application must complete this form.

**1. LICENSEE INFORMATION:**

A. Legal Name of Licensee	Great Road Seafood Sales, LLC	B. Business Name (dba)	Atlantic Sea Grill	
C. Address	13 Leblanc Drive	D. ABCC License Number (If existing licensee)	0006-00003	
E. City/Town	Peabody	State	MA	Zip Code
F. Phone Number of Premise	978-263-3162	G. EIN of License		

**2. PERSONAL INFORMATION:**

A. Individual Name	Anna Saranteas	B. Home Phone Number	(978)535-3865	
C. Address	13 Leblanc Drive			
D. City/Town	Peabody	State	MA	Zip Code
E. Social Security Num	[REDACTED]	F. Date of Birth	October 03, 1960	
G. Place of Employment	Solutions for Living			

**3. BACKGROUND INFORMATION:**

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

If yes, as part of the application process, the individual must attach an affidavit as to any and all convictions. The affidavit must include the city and state where the charges occurred as well as the disposition of the convictions.

**4. FINANCIAL INTEREST:**

Provide a detailed description of your direct or indirect, beneficial or financial interest in this license.

I have no interest in the license at this time. However, I am seeking transfer of the license as the purchaser of the restaurant.

**IMPORTANT ATTACHMENTS (8):** For all cash contributions, attach last (3) months of bank statements for the source(s) of this cash.  
 \*If additional space is needed, please use the last page

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

Signature Anna Saranteas Date 8/15/14

Title manager (If Corporation/LLC Representative)



The Commonwealth of Massachusetts  
 Alcoholic Beverages Control Commission  
 239 Causeway Street  
 Boston, MA 02114  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

**PERSONAL INFORMATION FORM**

Each individual listed in Section 10 of this application must complete this form.

**1. LICENSEE INFORMATION:**

A. Legal Name of Licensee  B. Business Name (dba)

C. Address  D. ABCC License Number (If existing licensee)

E. City/Town  State  Zip Code

F. Phone Number of Premise  G. EIN of License

**2. PERSONAL INFORMATION:**

A. Individual Name  B. Home Phone Number

C. Address

D. City/Town  State  Zip Code

E. Social Security Number  F. Date of Birth

G. Place of Employment

**3. BACKGROUND INFORMATION:**

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

If yes, as part of the application process, the individual must attach an affidavit as to any and all convictions. The affidavit must include the city and state where the charges occurred as well as the disposition of the convictions.

**4. FINANCIAL INTEREST:**

Provide a detailed description of your direct or indirect, beneficial or financial interest in this license.

**IMPORTANT ATTACHMENTS (8):** For all cash contributions, attach last (3) months of bank statements for the source(s) of this cash.  
 \*If additional space is needed, please use the last page

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

Signature  Date

Title  (If Corporation/LLC Representative)



The Commonwealth of Massachusetts  
 Alcoholic Beverages Control Commission  
 239 Causeway Street  
 Boston, MA 02114  
 www.mass.gov/abcc

**MANAGER APPLICATION**

All proposed managers are required to complete a Personal Information Form, and attach a copy of the corporate vote authorizing this action and appointing a manager.

**1. LICENSEE INFORMATION:**

Legal Name of Licensee:  Business Name (dba):

Address:

City/Town:  State:  Zip Code:

ABCC License Number:  Phone Number of Premise:   
 (If existing licensee)

**2. MANAGER INFORMATION:**

A. Name:  B. Cell Phone Number:

C. List the number of hours per week you will spend on the licensed premises:

**3. CITIZENSHIP INFORMATION:**

A. Are you a U.S. Citizen: Yes  No  B. Date of Naturalization:  C. Court of Naturalization:

(Submit proof of citizenship and/or naturalization such as U.S. Passport, Voter's Certificate, Birth Certificate or Naturalization Papers)

**4. BACKGROUND INFORMATION:**

A. Do you now, or have you ever, held any direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages? Yes  No   
 If yes, please describe:

B. Have you ever been the Manager of Record of a license to sell alcoholic beverages that has been suspended, revoked or cancelled? Yes  No   
 If yes, please describe:

C. Have you ever been the Manager of Record of a license that was issued by this Commission? Yes  No   
 If yes, please describe:

D. Please list your employment for the past ten years (Dates, Position, Employer, Address and Telephone):

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

Signature

*Anna Saranteas*

Date

8/15/14



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

**STEVEN GROSSMAN  
TREASURER AND RECEIVER GENERAL**

**CORI REQUEST FORM**

**KIM S. GAINSBORO, ESQ.  
CHAIRMAN**

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

**ABCC LICENSE INFORMATION**

<b>ABCC NUMBER:</b> <small>(IF EXISTING LICENSEE)</small>	600003	<b>LICENSEE NAME:</b>	Great Road Seafood Sales, LLC	<b>CITY/TOWN:</b>	Acton MA
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**APPLICANT INFORMATION**

<b>LAST NAME:</b>	Saranteas	<b>FIRST NAME:</b>	Anna	<b>MIDDLE NAME:</b>	
<b>MAIDEN NAME OR ALIAS (IF APPLICABLE):</b>	Kristakinos	<b>PLACE OF BIRTH:</b>	Greece		
<b>DATE OF BIRTH:</b>	October 03, 1960	<b>SSI</b>	[REDACTED]		
<b>MOTHER'S MAIDEN NAME:</b>	Bazakou	<b>DRIVER'S LICENSE #:</b>	S9986790C	<b>STATE LIC. ISSUED:</b>	Massachusetts
<b>GENDER:</b>	FEMALE	<b>HEIGHT:</b>	5 3	<b>WEIGHT:</b>	165
<b>EYE COLOR:</b>	Brown				
<b>CURRENT ADDRESS:</b>	13 Leblanc Drive				
<b>CITY/TOWN:</b>	Peabody	<b>STATE:</b>	MA	<b>ZIP:</b>	01960
<b>FORMER ADDRESS:</b>	33 Bowler Street				
<b>CITY/TOWN:</b>	Lynn	<b>STATE:</b>	MA	<b>ZIP:</b>	01904

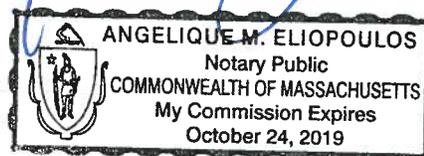
**PRINT AND SIGN**

<b>PRINTED NAME:</b>	Anna Saranteas	<b>APPLICANT/EMPLOYEE SIGNATURE:</b>	<i>Anna Saranteas</i>
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**NOTARY INFORMATION**

On this 8/15/14 before me, the undersigned notary public, personally appeared Anna Saranteas  
(name of document signer), proved to me through satisfactory evidence of identification, which were drivers license  
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

*Angelique M. Eliopoulos*  
NOTARY



**DIVISION USE ONLY**

<b>REQUESTED BY:</b>	[REDACTED]
<small>SIGNATURE OF CORI-AUTHORIZED EMPLOYEE</small>	

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

**Additional Space**

Please note which question you are using this space for.




TOWN CLERK

**TOWN OF ACTON**  
472 Main Street  
Acton, Massachusetts, 01720  
Telephone (978) 929-6620  
Fax (978) 929-6340

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## **INFORMATION ABOUT BUSINESS CERTIFICATES**

(also known as "DBA"s)

The purpose of a Business Certificate is to publicize the ownership and location of a business, as required by the General Laws ("Public Information"). Many Banks, Creditors and others will verify Business Certificates prior to making decisions regarding your business. Corporations meet the Public Information requirements simply by becoming incorporated (and annual reports thereafter) through the Secretary of State's office. Massachusetts General Law c. 110, § 5 (attached here) states that **"any person conducting business in the commonwealth under any title other than the real name of the person conducting the business"** shall file a Business Certificate. A **"person"** in this case also includes Corporations, if the Corporation is conducting business under any other title than its corporate name. Therefore, if you have incorporated at the state level with a business name, and are only conducting business under that same name, there is no obligation to file a local Business Certificate. You will also need to call the Secretary of State's office (617-727-2800 or [www.mass.gov](http://www.mass.gov)) to be certain that there is not already a corporation using the name that you are intending to use.

**Business Certificates do not "license" any particular business activity.** Although prior to being issued a Business Certificate, you will need the sign-off from the Acton Building Department, the Zoning Enforcement Officer, the Health Department and the Board of Selectmen, those sign-offs do not necessarily indicate that your business is licensed or permitted in the proposed location. Those departments will provide you information and advise you of other permits or licenses that you will need to obtain before you can operate the business. It remains your responsibility to ensure that all applications permits and licenses are obtained, and that you comply with all applicable rules, regulations, bylaws and laws.

Business Certificates are valid for four (4) years. The Town Clerk's office will mail you a reminder to renew your certificate at that time. However, if the address of either the Business or owner(s) changes, you are required to update your Certificate by filing that change with the Town Clerk's office. If the individual(s) conducting the business changes, you are required to file this change with the Town Clerk's office as well. If the business is discontinued, you are required to file this change with the Town Clerk's office.

Businesses are subject to Personal Property taxes. (Mass. G.L. Chap. 59, Sec. 29) You should speak with the Acton Assessor's office to file a **"Form of List"** with them. This should prevent being over-assessed on personal property used in conjunction with your business. **Businesses remain subject to Personal Property assessment until a Statement of Discontinuance is filed with the Town Clerk's office.**

The filing fee is \$22.00 and the Discontinuance or information change filing fee is \$10.00

**IF YOU HAVE QUESTIONS ABOUT THIS INFORMATION, PLEASE ASK!**

GENERAL LAWS OF MASSACHUSETTS  
PART I.  
ADMINISTRATION OF THE GOVERNMENT

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TITLE XV.  
REGULATION OF TRADE

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**CHAPTER 110. LABELS, TRADE MARKS, NAMES AND REGISTRATION THEREOF**

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**LABELS, TRADE MARKS AND NAMES**

**Chapter 110: Section 5 Certificates of persons conducting businesses; contents; filing; fees; index**

Section 5. Any person conducting business in the commonwealth under any title other than the real name of the person conducting the business, whether individually or as a partnership, shall file in the office of the clerk of every city or town where an office of any such person or partnership may be situated a certificate stating the full name and residence of each person conducting such business, the place, including street and number, where, and the title under which, it is conducted, and pay the fee as provided by clause (20) of section thirty-four of chapter two hundred and sixty-two. Such certificate shall be executed under oath by each person whose name appears therein as conducting such business and shall be signed by each such person in the presence of the city or town clerk or a person designated by him or in the presence of a person authorized to take oaths. The city or town clerk may request the person filing such certificate to produce evidence of his identity and, if such person does not, upon such request, produce evidence thereof satisfactory to such clerk, the clerk shall enter a notation of that fact on the face of the certificate. A person who has filed such a certificate shall, upon his discontinuing, retiring or withdrawing from such business or partnership, or in the case of a change of residence of such person or of the location where the business is conducted, file in the office of said clerk a statement under oath that he has discontinued, retired or withdrawn from such business or partnership or of such change of his residence or change of the location of such business, and pay the fee required by clause (21) of said section thirty-four. In the case of death of such a person, such statement may be filed by the executor or administrator of his estate. The clerk shall keep a suitable index of all certificates so filed with him which are currently in force and effect, setting forth the pertinent facts, including a reference to any statement of discontinuance, retirement or withdrawal from, or change of location of, such business, or change of residence of such person. A certificate issued in accordance with this section shall be in force and effect for four years from the date of issue and shall be renewed each four years thereafter so long as such business shall be conducted and shall lapse and be void unless so renewed. Copies of such certificates shall be available at the address at which such business is conducted and shall be furnished on request during regular business hours, to any person who has purchased goods or services from such business. Violations of this section shall be punished by a fine of not more than three hundred dollars for each month during which such violation continues.

**CERTIFICATE OF ORGANIZATION  
MASSACHUSETTS LIMITED LIABILITY COMPANY  
(Prepared pursuant to 950 CMR 112.03)**

**Federal Employer Identification number:** To be applied for

**Name of LLC:** Great Road Seafood Sales, LLC

**Street Address of office at which records maintained:** 13 Leblanc Drive, Peabody,  
MA 01960

**General Character of Business:** The general character of the business of the LLC is to engage in the business of: operating one or more restaurants, and/or eating and drinking establishments for the serving of beer, wine, liquors and foods for consumption on the premises. Also included in the general character of the business is investing in real estate including, but limited to development services, investment in, and ownership and development of, real estate and interests therein, including buying, acquiring, owning, operating, selling, leasing, financing, refinancing, disposing of and otherwise dealing with interests in real estate, directly or indirectly through joint ventures, partnerships or other entities; and to engage in any activities directly or indirectly related or incidental thereto. In addition, the limited liability company may engage in any lawful business permitted by the Massachusetts Limited Liability Company Act.

**Latest date of dissolution, if any specified in Operating Agreement:** None

**Name and business address of agent for service of process:** Anna Saranteas,  
13 Leblanc Drive, Peabody, MA 01960

**Name and business address of managers, if different from above:** Anna Saranteas,  
13 Leblanc Drive, Peabody, MA 01960 and Konstantinos Saranteas, 13 Leblanc Drive,  
Peabody, MA 01960

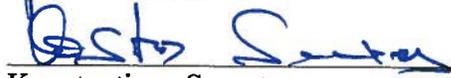
**Name and business address of individuals authorized to execute documents to be filed with the Secretary of State:** Anna Saranteas, 13 Leblanc Drive, Peabody, MA 01960 and Konstantinos Saranteas, 13 Leblanc Drive, Peabody, MA 01960

**Name and business address of person authorized to execute, acknowledge and deliver any recordable instrument purporting to affect an interest in real property:**  
Anna Saranteas, 13 Leblanc Drive, Peabody, MA 01960 and Konstantinos Saranteas,  
13 Leblanc Drive, Peabody, MA 01960

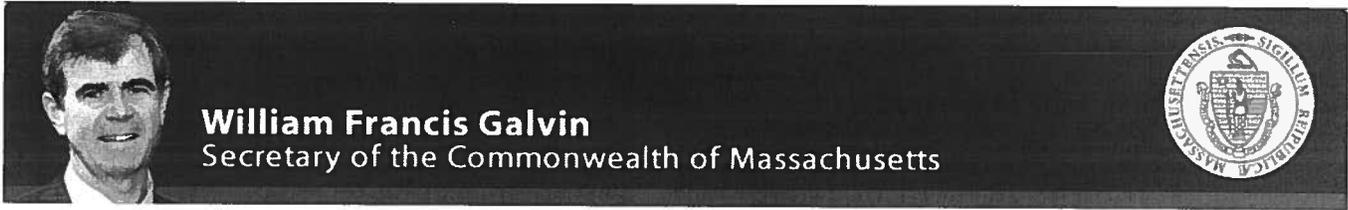
Managers:

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Anna Saranteas

  
Konstantinos Saranteas

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



# Corporations Division

## Business Entity Summary

**ID Number: 001144602**

[Request certificate](#)

[New search](#)

**Summary for: GREAT ROAD SEAFOOD SALES LLC**

**The exact name of the Domestic Limited Liability Company (LLC):** GREAT ROAD SEAFOOD SALES LLC

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

**Identification Number:** 001144602

**Date of Organization in Massachusetts:**  
08-18-2014

**Last date certain:**

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

Address: 13 LEBLANC DRIVE

City or town, State, Zip code, PEABODY, MA 01960 USA  
Country:

**The name and address of the Resident Agent:**

Name: ANNA SARANTEAS

Address: 13 LEBLANC DRIVE

City or town, State, Zip code, PEABODY, MA 01960 USA  
Country:

**The name and business address of each Manager:**

Title	Individual name	Address
MANAGER	ANNA SARANTEAS	13 LEBLANC DRIVE PEABODY, MA 01960 USA
MANAGER	KONSTANTINOS SARANTEAS	13 LEBLANC DRIVE PEABODY, MA 01960 USA

**In addition to the manager(s), the name and business address of the person(s) authorized to execute documents to be filed with the Corporations Division:**

Title	Individual name	Address
SOC SIGNATORY	ANNA SARANTEAS	13 LEBLANC DRIVE PEABODY, MA 01960 USA
SOC SIGNATORY	KONSTANTINOS SARANTEAS	13 LEBLANC DRIVE PEABODY, MA 01960 USA

**The name and business address of the person(s) authorized to execute, acknowledge, deliver, and record any recordable instrument purporting to affect an interest in real property:**

Title	Individual name	Address
REAL PROPERTY	ANNA SARANTEAS	13 LEBLANC DRIVE PEABODY, MA 01960 USA
REAL PROPERTY	KONSTANTINOS SARANTEAS	13 LEBLANC DRIVE PEABODY, MA 01960 USA

**Consent**
 **Confidential Data**
 **Merger Allowed**
 **Manufacturing**

**View filings for this business entity:**

- ALL FILINGS
- Annual Report
- Annual Report - Professional
- Articles of Entity Conversion
- Certificate of Amendment
- Certificate of Cancellation

[View filings](#)

**Comments or notes associated with this business entity:**

[New search](#)



**The Commonwealth of Massachusetts  
William Francis Galvin**

Minimum Fee: \$500.00

Secretary of the Commonwealth, Corporations Division  
One Ashburton Place, 17th floor  
Boston, MA 02108-1512  
Telephone: (617) 727-9640

**Certificate of Organization**

(General Laws, Chapter )

**Federal Employer Identification Number:** 001144602 (must be 9 digits)

**1. The exact name of the limited liability company is:** GREAT ROAD SEAFOOD SALES LLC

**2a. Location of its principal office:**

No. and Street: 13 LEBLANC DRIVE  
City or Town: PEABODY State: MA Zip: 01960 Country: USA

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

No. and Street: 13 LEBLANC DRIVE  
City or Town: PEABODY State: MA Zip: 01960 Country: USA

**3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:**

THE GENERAL CHARACTER OF THE BUSINESS OF THE LLC IS TO ENGAGE IN THE BUSINESS OF: OPERATING ONE OR MORE RESTAURANTS, AND/OR EATING AND DRINKING ESTABLISHMENTS FOR THE SERVING OF BEER, WINE, LIQUORS AND FOODS FOR CONSUMPTION ON THE PREMISES. ALSO INCLUDED IN THE GENERAL CHARACTER OF THE BUSINESS IS INVESTING IN REAL ESTATE INCLUDING, BUT LIMITED TO DEVELOPMENT SERVICES, INVESTMENT IN, AND OWNERSHIP AND DEVELOPMENT OF, REAL ESTATE AND INTERESTS THEREIN, INCLUDING BUYING, ACQUIRING, OWNING, OPERATING, SELLING, LEASING, FINANCING, REFINANCING, DISPOSING OF AND OTHERWISE DEALING WITH INTERESTS IN REAL ESTATE, DIRECTLY OR INDIRECTLY THROUGH JOINT VENTURES, PARTNERSHIPS OR OTHER ENTITIES; AND TO ENGAGE IN ANY ACTIVITIES DIRECTLY OR INDIRECTLY RELATED OR INCIDENTAL THERETO. IN ADDITION, THE LIMITED LIABILITY COMPANY MAY ENGAGE IN ANY LAWFUL BUSINESS PERMITTED BY THE MASSACHUSETTS LIMITED LIABILITY COMPANY ACT.

**4. The latest date of dissolution, if specified:**

**5. Name and address of the Resident Agent:**

Name: ANNA SARANTEAS  
No. and Street: 13 LEBLANC DRIVE  
City or Town: PEABODY State: MA Zip: 01960 Country: USA

**I, ANNA SARANTEAS resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.**

**6. The name and business address of each manager, if any:**

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

MANAGER	ANNA SARANTEAS	13 LEBLANC DRIVE PEABODY, MA 01960 USA
MANAGER	KONSTANTINOS SARANTEAS	13 LEBLANC DRIVE PEABODY, MA 01960 USA

**7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.**

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	ANNA SARANTEAS	13 LEBLANC DRIVE PEABODY, MA 01960 USA
SOC SIGNATORY	KONSTANTINOS SARANTEAS	13 LEBLANC DRIVE PEABODY, MA 01960 USA

**8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:**

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	ANNA SARANTEAS	13 LEBLANC DRIVE PEABODY, MA 01960 USA
REAL PROPERTY	KONSTANTINOS SARANTEAS	13 LEBLANC DRIVE PEABODY, MA 01960 USA

**9. Additional matters:**

**SIGNED UNDER THE PENALTIES OF PERJURY, this 18 Day of August, 2014,**

**ANNA SARANTEAS**

*(The certificate must be signed by the person forming the LLC.)*

THE COMMONWEALTH OF MASSACHUSETTS

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

August 18, 2014 12:44 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, prominent initial "W".

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

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GREAT ROAD SEAFOOD SALES, LLC

MEETING OF THE MEMBERS

A Special Meeting of the Members of Great Road Seafood Sales, LLC was held by consent on August 13, 2014

Members Upon motion duly made and seconded, it was voted by 100% of the

VOTED: That Anna Saranteas, a member of Great Road Seafood Sales, LLC is hereby authorized and directed, in the name and on behalf of Great Road Seafood Sales, LLC and in accordance with the provisions of this Vote, to seek to have transferred an all alcohol license for a location at 69 Great Road, Acton, MA, to name Anna Saranteas as the manager of said license and to execute all documents on behalf of said Corporation to effectuate the same.

VOTED: That Anna Saranteas be appointed to act as manager for the said Alcoholic Beverages License

There being no further business to come before the Board, upon motion duly made and seconded, it was unanimously

VOTED: To adjourn.

Adjourned accordingly.

A true record.

ATTEST: 

Great Road Seafood Sales, LLC, Manager

ATTEST: 

Great Road Seafood Sales, LLC, Manager

## PURCHASE ASSET AGREEMENT

WHEREAS, the undersigned ACTON SEAFOOD SALES, INC., (hereinafter referred to as "SELLER"), agrees to Sell and Kostas and Anna Saranteas of Peabody, Massachusetts or their nominee (hereinafter collectively referred to as the "BUYER"), agrees to BUY the assets and good will of the Business known as ACTON SEAFOOD SALES, INC. d/b/a ATLANTIC SEA GRILL and (the "Company" and/or the "Business"), with a principal place of business at 77 Great Road, Acton, MA and operating at said address upon the terms and conditions set forth herein;

Now, Therefore, in consideration of the mutual covenants and promises made and contained herein, the parties agree as follows:

1. Assets. The Seller agrees to sell, transfer, and deliver to the Buyer all of his right, title and interest in and to the assets, telephone number, customer lists, equipment, fixtures, and personal property of that certain business known as ATLANTIC SEA GRILL, together with the good will thereof and permit transfer to the extent allowed by law of all licenses, including the full alcohol store liquor license, and the right to use the trade name ATLANTIC SEA GRILL, including equipment, fixtures, together with parts and accessories hereto and all other personal property hereinafter listed in a Bill Of Sale from the Seller to the Buyer used in connection with the business. Equipment and other items included in sale shall be listed on Schedule A attached hereto and incorporated herein by reference. Excluding from the sale all accounts receivable and payable and excluding cash on hand and bank accounts. (collectively "the Assets")

A. Purchase Price. The consideration shall be the total consideration payable by the Buyer for each category of the assets as follows: The Buyer shall pay to the Seller the sum of Seventy Five Thousand (\$75,000.00) dollars plus inventory and supplies at the time of closing payable as follows:

- (a) \$10,000.00 has been paid as a deposit to secure the offer
- ~~(b) \$65,000.00 to be paid at the time of execution of the Purchase and Sale Agreement to be paid as a further deposit and to be held by Eliopoulos & Eliopoulos, P.C. in an Escrow account.~~

B. Adjustments and Apportionments.

Items to be Adjusted or Apportioned. The following are to be apportioned or adjusted as of the day of the Closing Date (the "Adjustment Date"), the net of which, on the Closing Date, shall be credited or debited against the Purchase Price in favor of the party in whose favor such net apportionment arises:

(i) Rent if said closing occurs other than the 1<sup>st</sup> day of the month.

(ii) To the extent not billed directly to a tenant of the leased premises, water meter and other governmental and quasi governmental charges, excluding real estate taxes which are governed by the lease which constitute liens upon the leased premises, in accordance with the amounts fixed with respect thereto in an official reading made as of the Adjustment Date, except that if such reading is not obtained for such date, then the unfixed water meter, sewer charges, and other such charges, if any, for the period since the last bill therefore shall be apportioned on the basis of that prior bill (or otherwise reasonably estimated by the parties if such bill is more than six months old) with the apportionment to be readjusted when the actual bill for the period encompassing the Adjustment Date is received.

(iii) To the extent not metered directly to Seller, current electric and gas and any deposits made in connection therewith, except that SELLER will cause utility readings to be made, if possible, as of the Adjustment Date, to avoid the necessity of reapportioning the same when the bills are finally received.

C. No Assumption of Liabilities.

The BUYER is not assuming any liabilities of the SELLER, including liabilities which may arise with respect to SELLER'S employees for acts or omissions arising prior to the date of Closing.

2. Instruments of Transfer. Seller shall sign a Warranty Bill of Sale transferring good, clear and marketable title to all The Assets, free from all liens and encumbrances of SELLER. The SELLER shall execute and deliver an Indemnification Agreement as to any acts or omissions arising out of the Business prior to Closing, corporate votes for SELLER, certificates of good standing from the Department of Revenue and the Secretary of State of the Commonwealth. BUYER shall have the right to use the name ATLANTIC SEA GRILL and any variation thereof after the Closing Date.

3. Closing. The transfer of The Assets of said Company shall take place within Ten (10) days after Buyer

obtains all permits, licenses and approvals to operate the business, including the transfer of the liquor license from local level and the ABCC, or such other time as the parties may mutually agree in writing and the closing will occur at the offices of BUYER'S counsel.

4. Contingencies. The BUYER'S obligations are conditioned upon the following:

- A. Buyer obligations are conditioned upon and subject to the Buyer and Landlord entering into and agreeing to a mutually satisfactory lease;
- B. Buyer's purchase is conditioned upon Buyer obtaining any and all necessary permits, licenses and approvals to operate the Business at its present location, including and/or the successful transfer to Buyer of all existing permits, licenses, the full liquor license, and all other approvals concerning said business. Buyer shall submit an application for transfer of the existing liquor license to the Town within ten days from the execution of the Purchase and Sale agreement. It shall be the BUYER's sole responsibility to acquire any and all permits and licenses necessary for the conduct of the business or in the transfer of any license for the sale of Assets.
- C. The Buyer's obligations shall be contingent upon Seller obtaining approval for the sale of the Assets from the Probate and Family Court.

Notwithstanding the above, in the event the closing does not occur on or before October 1, 2014, the Buyer shall have the right to extend the time of performance for a period up to thirty (30) days. In the event the Buyer is unable to obtain all the necessary permits and approvals prior to the Closing date as may be extended, the Buyer or Seller may terminate this agreement and obtain a full refund of all deposits. If the BUYER shall fail to perform any of its obligations hereunder, through no fault or action of SELLER, the \$10,000 deposit hereunder shall be considered as liquidated damages and this shall be SELLER'S sole remedy in law and in equity. The liquidated damages stated herein are limited to and shall apply only to a pre-closing default on the part of the BUYER.

If the Seller shall be unable to give title or to make delivery as above stipulated, any payments made ~~under this Agreement shall be refunded and all other obligations of the parties hereto shall cease;~~ PROVIDED, however, that Seller shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, as the case may be, in which event the Seller shall give written notice thereof

to the Buyer at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days.

Seller will however cooperate with the Buyer in assisting in the transfer of any licenses or permits to the extent so assignable and execute any and all documents necessary to effectuate said assignments and transfers.

5. Representations and Warranties.

A. The SELLER represents to BUYER, with the understanding that said representations constitute a material inducement to and are being relied upon by BUYER, as follows:

(a) SELLER warrants that the SELLER shall have, on the Closing Date, good and marketable title to all of the Assets of said Company without any mortgages, liens or security interests. In the event there are any security interests on said Assets, a payoff thereof will be deducted from the proceeds at closing to pay off said lien. With respect to this provision, said title clearing instruments may be provided as is customary in the industry.

(b) The instruments of transfer to be delivered at the Closing will transfer to the BUYER all of the Assets of said Company that are included in said sale.

(c) The business will be conducted up to the date of the closing in accordance with all laws, rules and regulations of the town, state and federal governments and in accordance with SELLER'S prior practices. The SELLER shall continue to operate the Business in the ordinary course.

(d) Seller warrants that it will pay all outstanding debt to suppliers and any and all obligations incurred in the operation of the business.

(e) The Seller agrees that the Seller will provide the Buyer with a CERTIFICATE OF GOOD STANDING to be issued by the Secretary of the Commonwealth of Massachusetts.

(f) Seller is not a party to or bound by any franchise agreement, licensing agreement, or contractual limitation upon its rights to conduct the Business. Seller has disclosed all contracts, agreements, leases to which it is a party concerning the Business and it represents that it is not in breach or default of any contracts, leases or agreements to be signed pursuant to this Agreement and Seller shall continue to duly perform all, such contracts, leases and agreements until the closing date, as defined herein.

(g) All applicable federal, state, county, and local income, property, and other tax returns to be filed

have been filed and all taxes paid (including, without limitation, withholding, Social Security and similar taxes) or will be paid within a reasonable time after closing. Seller shall indemnify and hold Buyer harmless against any claims for such taxes and levies related thereto.

(h) Seller will conduct the business between the time of execution of this offer and the closing in a fashion reasonably similar to historic practice and conduct.

(i) That all equipment will be in good working order at the time of Closing.

(j) That it is not insolvent and will not be rendered insolvent by this sale.

(k) That it is not aware of any actions or proceedings pending or threatened against the SELLER or the Business.

(l) That all actions taken and to be taken by the SELLER have been duly authorized.

(m) That the documents as described herein hereof are true, genuine, and accurate and they accurately represent the financial condition of the Business.

The Seller shall keep Buyer reasonably informed as to all material happenings and events of the business between the time of the execution of this offer and the closing. The representations set forth in this offer shall be true on the closing date as they are on the date of the execution of this Agreement. The Seller shall notify Buyer of any adverse changes in the financial condition, operation, assets, and liabilities of the Business.

B. The BUYER hereby represents and warrants to SELLER, with the understanding that said representations and warranties constitute a material inducement to and are being relied upon by SELLER, as follows:

(a) BUYER has full right, power and authority to execute and deliver and to perform its covenants and obligations under this Agreement;

(b) The execution, delivery and performance of this Agreement has been duly and validly executed and delivered by BUYER;

(c) This Agreement and each and every document and instrument to be executed and delivered by BUYER pursuant to this Agreement, when fully executed and delivered by all intended signatories thereto, shall constitute the valid and binding obligations of BUYER, enforceable against BUYER in accordance with their respective terms, subject to general equitable principles and applicable provisions of law related to bankruptcy, insolvency and creditors' rights generally; and

The parties agrees to indemnify, defend and hold each other harmless of, from and against any and all costs, losses, claims, damages, liabilities, expenses and other obligations (including, without limitation, reasonable attorneys' fees and costs) asserted or recovered against or incurred by said party by reason of any of the foregoing representations or warranties of either party being incorrect as of the date of this Agreement or as of the Closing Date. The foregoing indemnity shall survive the Closing or the sooner termination of this Agreement.

6. Broker. The Buyers acknowledge that they were not introduced to the property by any broker and indemnifies Seller from and against any claim for a brokerage commission other than as set forth herein. The provisions of this paragraph shall survive delivery of the deed hereunder.

7. Entire Agreement. This document contains the entire understanding of the parties and there are no oral agreements, understandings or representations relied upon by the parties.

8. Notices.

8.1 Method and Addresses. Any notice, request, demand, instruction or other communication (a "Notice") to be given to any party with respect to this Agreement shall be deemed to have been properly sent and given when (i) delivered by hand or when sent by (ii) certified mail, return receipt requested, (iii) Express Mail or (iv) reputable courier service. If delivered by hand, a Notice shall be deemed to have been sent, given and received when actually delivered to the address specified in, or pursuant to, this section. If sent by certified mail return receipt requested, a Notice shall be deemed to have been sent and given when properly deposited with the United States Postal Service with the proper address and postage paid therewith, and shall be deemed to have been received on the third (3rd) business day following the date of such deposit, whether or not actually received by addressee. If sent by Express Mail, a Notice shall be deemed to have been sent and given when properly deposited with the United States Postal Service with the proper address and postage paid therewith, and shall be deemed to have been received on the third (3rd) business day following the date of such deposit, whether or not actually received by addressee. If sent by courier service, a Notice shall be deemed to have been sent and given when delivered to said courier service with the proper address and delivery charges either prepaid or charged to a proper account, and shall be deemed to have been

received when actually delivered to the address specified in this paragraph. All notices shall be addressed:

(a) if to SELLER: Atlantic Sea Grill, Inc.  
90 LILAH LN  
READING, MA 01867  
with a copy (by either first class mail or any of the foregoing delivery methods) to:

(b) if to BUYER: Kostos and Anna Saranteas  
13 Leblanc Drive  
Peabody, MA 01960

with a copy (by either first class mail or any of the foregoing delivery methods) to:

Philip M. Eliopoulos, Esquire  
Eliopoulos & Eliopoulos, P.C.  
9 North Road  
Chelmsford, MA 01824  
Fax: (978)-244-0007  
Phone: (978) 250-3800

8.2 Notice by Attorneys. Anything contained in Paragraph 9.1 to the contrary notwithstanding, all notices pursuant to the Agreement from SELLER to BUYER, or from BUYER to SELLER, will be effective if executed by and sent by their respective attorneys.

9. BUYER's Waiver. Buyer's obligations hereunder shall be subject to Buyer's satisfactory review and approval of all books and records of the business including but not limited to tax returns, financial statements, ledgers, bank records, accounts receivable, accounts payable, and profit and loss statements. Seller shall forthwith forward to Buyer all said records and Buyer shall have 10 days upon receipt thereof to review the same. If BUYER is not satisfied with the review thereof, it may terminate this Agreement in writing on or before said 10 day period and receive back its deposit. In the event BUYER elects not to terminate this Agreement, BUYER acknowledges thereby that it has examined the Assets, and is familiar with the condition thereof and BUYER agrees to take title to the Assets subject to any and all applicable

laws, ordinances, rules, regulations, or the like, now or hereafter in effect, with respect to the Assets. SELLER has not made and does not make any representations or warranties as to the physical condition of the Assets, income, expenses, operations or legality of occupancy of the Assets and the leased premises or any other matter or thing affecting or relating to the Assets, except as in this Agreement specifically set forth, and BUYER hereby expressly acknowledges and represents that no such other representations or warranties have been made or implied. BUYER FURTHER AGREES, EXCEPT AS IN THIS AGREEMENT SET FORTH, TO TAKE THE ASSETS AND LEASED PREMISES AS IS AND WITH ALL FAULTS IN ITS PHYSICAL CONDITION AND SUBJECT TO REASONABLE USE, WEAR, TEAR AND NORMAL DEPRECIATION BETWEEN THE DATE OF THE EXECUTION OF THIS AGREEMENT AND THE CLOSING DATE, EXCEPTING ALL ASSETS SHALL BE IN GOOD WORKING ORDER AND CONDITION AS OF CLOSING. SELLER TO TRANSFER SAID LEASED PREMISES IN BROOM CLEAN CONDITION AND WITH THE REMOVAL OF ALL PERSONAL PROPERTY AND EQUIPMENT NOT INCLUDED IN THIS SALE. Except as provided by this Agreement, SELLER shall not be liable or bound in any way by any verbal or written statements, representations, or information pertaining to the leased premises furnished by any agent or employee of SELLER, or any other person, and BUYER acknowledges and agrees that such agents or employees have no authority to make any such statement or representation. It is understood and agreed that (i) all contemporaneous or prior representations, statements, understandings and agreements, oral or written, between the parties are merged in this Agreement, which alone fully and completely expresses the agreement of the parties, and (ii) this Agreement is entered into after full investigation, neither party relying on any statement or representation made by the other which is not embodied in this Agreement.

#### 10. Miscellaneous Provisions.

10.1 Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one and the same Agreement. It shall not be necessary that each party execute each counterpart, or that any one counterpart be executed by more than one party, so long as each party executes at least one counterpart. All counterparts shall collectively constitute a single instrument.

10.2 Separability. If any one or more of the provisions of this Agreement shall be held invalid, illegal or unenforceable in any respect, such provision, to the extent invalid, illegal or unenforceable, and provided that such provision is not essential to the transaction provided for by this Agreement, shall not affect any other provision hereof, and this Agreement shall be construed as if such provision had never been contained herein.

10.3 Notices of Transfer. Concurrent with the Closing the parties shall give such notice of transfer to the landlord as either party may reasonably request. Such notice shall include any changes in the person and/or address to which notices under any lease of the leased premises shall be sent.

10.4 Successors and Assigns. This Agreement, and all the covenants, terms and provisions contained herein, shall be binding upon and inure to the benefit of the parties hereto and to their pre-approved respective successors and assigns. This Agreement is for the sole benefit of SELLER and BUYER and any pre-approved assignee of BUYER not prohibited from such assignment by this Agreement. No third party other than the Escrow Agent (including without limitation, any real estate broker or any subsequent owners of the leased premises) is intended to be a beneficiary of or have any right to enforce this Agreement.

10.5 Recording Agreement. If BUYER shall record or file this Agreement, or a copy thereof, in or with the public records in which deeds are recorded or filed, then, at SELLER's option, such shall be deemed a default, and this Agreement shall terminate, and the provisions of Paragraph 4 shall apply.

10.6 Assignment of Agreement. BUYER may not assign this Agreement, without SELLER's consent, and if such other assignment is made without such consent, then at SELLER's option this Agreement shall terminate and the provisions of Paragraph 4 shall apply. Notwithstanding the foregoing, Buyer may, by written notice to Seller at any time at least five (5) business days in advance of Closing, designate a nominee to accept title to the Premises at Closing. Such nominee shall be jointly and severally liable for all Buyer's obligations hereunder.

10.7 Definition of Knowledge. Wherever any representation or warranty of SELLER is qualified “to the best of SELLER's knowledge”, or by similar words, such shall mean only the actual personal knowledge of Katherine Zosherafatain, President of ATLANTIC SEA GRILL, INC.

10.8. Acceptance of Bill of Sale. Except as herein otherwise provided, the acceptance of the Bill Of Sale by the Buyer or his nominee shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are by the express terms hereof to be performed after the delivery of the instruments of transfer and the payment of the purchase price.

10.9. Gift Certificates. The SELLER states that there are no Gift Certificates issued and outstanding regarding the Business. To the extent that any customer presents a Gift Certificate to BUYER'S after Closing which was issued by the SELLER, such shall be deducted from the note due SELLER after Closing as provided herein.

11. Indemnification. The Seller shall defend, indemnify, and hold harmless the Buyer against and in respect of any and all claims, losses or damages resulting from or arising out of Seller's ownership of The Assets and Business up to, through and including the Closing Date, SELLER'S actions or omissions or any employees, representatives, or officers and any and all actions, suits, proceedings, claims, demands, judgments, costs, and expenses. Buyer shall defend, indemnify, and hold harmless the Seller against and in respect of any and all claims, losses or damages resulting from or arising out of Buyer' ownership of the Assets after the Closing Date and any and all actions, suits, proceedings, claims, demands, judgments, costs, and expenses arising out of actions or omissions of BUYER after Closing. The parties shall execute any Agreement at Closing to effectuate this provision as these Indemnifications shall survive Closing.

12. Amendment. This Agreement may not be amended except by a written agreement signed by the parties hereto. This Agreement shall only become effective when each party hereto has signed the same or a separate copy of this Agreement.

13. Covenant Not To Compete. In consideration of the covenants and agreements herein contained, the

receipt whereof is hereby acknowledged, SELLER and BUYER hereby agree that the SELLER and SELLER'S officers, directors, shareholders and immediate family shall not use the name Atlantic Sea Grill or any variation thereof and shall not directly or indirectly engage in any food service business, restaurant or any business in which business is engaged in the preparation of or sale of food for a period of (5) years within a five (5) mile radius of the principal of the business in Acton, MA. The Seller shall also agree not to solicit employees and customers of the business. This provision shall survive the closing.

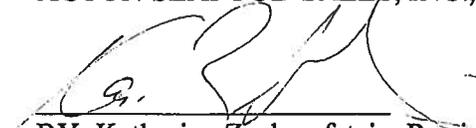
14. Allocation of Purchase Price. The parties agree that the Purchase Price shall be allocated as follows:

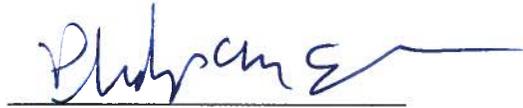
- (a) Furniture, fixtures and equipment: \$40,000.00
  - (b) Liquor License: \$ 10,000.00
  - (c) Good Will: \$ 10,000.00
  - (d) Non-Compete: \$ 15,000.00
- Total: \$75,000.00**

Signed and sealed this 16<sup>th</sup> day of July, 2014, the parties hereto have duly executed this Agreement.

**SELLER:**

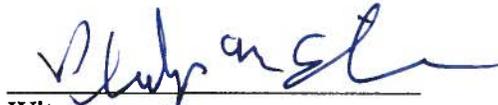
ACTON SEAFOOD SALES, INC.,

  
BY: Katherine Zosherafatain, President

  
Witness

**BUYER**

  
BY: Kostas Saranteas

  
Witness

  
BY: Anna Saranteas

  
Witness

## LEASE

1. PARTIES: Morrill & Steinberg Associates, Lessor, with a mailing address of Box 2350, Acton, MA 01720, which expression shall include its heirs, successors, and assigns where the context so admits, does hereby lease to Great Road Seafood Sales, LLC, with a mailing address of 13 LeBlanc Drive, Peabody, MA 01960, which expression shall include its successors, executors, administrators, and assigns where the context so admits. Lessor's address for express mail is 69 Rear Great Road Route 2-A/119), Acton, MA 01720.

2. PREMISES: Lessee hereby leases the following described premises: the premises more particularly shown on Exhibit A attached hereto ("Leased Premises" or "Premises") located at 77 Great Road, Acton, MA 01720 ("Building"). The Building and the land, common areas, and facilities associated therewith are called herein the "Property." For all purposes under this Lease, the Premises shall be measured from the outside of exterior walls to the middle of demising partitions. Lessee shall have the non-exclusive right to use in common with others now or hereafter entitled thereto the common areas of the Property, but solely for the purpose of parking, access, and egress to the Premises and for no other purposes. Lessee shall cause abide by, and cause its employees and others doing business with Lessee to abide by, such rules and regulations as Lessor may from time to time promulgate with respect to said common areas.

3. TERM: The Initial Term of this lease shall be for one year commencing September 1,, 2014 ("Commencement Date"), unless otherwise terminated as provided herein.

Notwithstanding the foregoing, in the event the Tenant is not successful in the acquisition of the business known as Atlantic Sea Grill and the transfer of the liquor license thereof, the Lessee shall have the right to terminate this Lease upon thirty (30) days written notice to Lessor, such notice to be sent to Lessor on or before January 1, 2015. Lessee agrees to use all reasonable efforts to cause said liquor license to be transferred.

If this Lease shall be in force and effect, and Lessee is in full compliance with each and every provision of this Lease, on the date set for the expiration of the term hereof, and also on the date set forth below for exercise of this option, Lessee shall have the right at its option to extend this Lease for three separate and additional Extension Terms of five years each by notifying Lessor in writing on or before 180 days prior the expiration of the then term.

4. RENT: The Lessee shall pay to the Lessor without demand, setoff or deduction fixed annual rent at the rates listed below. The fixed annual rent is, payable in advance in equal monthly installments on the first day of each month. The first rental payment shall be due on the Commencement Date and shall include payment for any partial month. All payments due Lessor under this Lease shall be sent to Lessor's mailing address, or to such other address as Lessor may specify.

Initial Term: \$60,000.00

First Extended Term: Year one: \$66,000.00

Year two: \$72,000.00

Year three: \$78,000.00

Years four and five: \$84,000.00

Second Extended Term: Years one and two: \$84,000.00.

Years three, four, and five: \$90,000.00

Third Extended Term: Years one to three: The fair market rental value of the Premises as of the commencement of the Third Extended Term, but in no event less than \$90,000.00. If the parties do not agree on the fair market rental value, such fair market rental value shall be decided by the American Arbitration Association, the decision of which shall be final.

Years four and five: the fixed annual rental as determined for years one to three above, increased by ten percent.

5. SECURITY DEPOSIT: Upon execution of this lease, the Lessee shall pay to the Lessor the amount of \$10,000.00 of which \$5,000.00 shall be credited against the next accruing payments due under the Lease and the balance of which shall be held as a security for the Lessee's performance as herein provided and refunded to the Lessee at the end of this lease subject to the Lessee's satisfactory compliance with the conditions hereof.

6. ADDITIONAL RENT. THIS PARAGRAPH SIX SHALL NOT BE OPERATIVE OR EFFECTIVE FOR THE INITIAL TERM AND THE FIRST EXTENDED TERM BUT SHALL BE EFFECTIVE FOR THE SECOND AND THIRD EXTENDED TERM.

During the Second and Third Extended Term of this Lease, Lessee shall pay as additional rent in advance on the first of each month its Pro-Rata share of Taxes and Common Area Expenses. Pro-Rata is a fraction, the numerator of which is the area of Lessee's Premises and the denominator of which is the gross leaseable area of the Property and any other properties which Lessor includes in operating the center or complex of which the Premises forms a part now or in the future.

Taxes shall mean all real estate taxes, municipal charges, betterment assessments, governmental levies or assessments, personal property taxes, business taxes, occupational taxes, and the like ( and substitute or supplemental taxes for any of the foregoing) now or hereafter imposed against or with respect to the Property or any part thereof.

Common Area Expenses shall include without limitation a reasonable management fee, all costs, charges, reserves, fees of every type reasonably incurred or charged in operating, replacing, improving, maintaining, equipping, lighting, repairing the common areas, and of insuring the Property and other properties which Lessor includes in the center or complex of which the Premises forms a part . Common Areas shall be deemed to include ~~without limitation all septic systems, utilities and utility lines, parking lots, roofs,~~ walkways, driveways, landscaping, plantings, lawns, sprinklers, lighting, access and egress roads.

Lessee shall pay Taxes and Common Area Expenses in monthly installments as reasonably estimated from time to time by Lessor. After the end of each calendar year, Lessor shall send Lessee an accounting for all such charges, and Lessee shall pay the balance or be credited with any overpayments.

7. UTILITIES: The Lessee shall pay, as they become due, all bills for electricity, gas, heat, air conditioning, water, sewer, telecommunications, and all other utilities of any nature whatsoever furnished to or used in the Premises, whether or not separately metered or charged. If separate metering does not exist, then a fair allocation shall be made by Lessor, based upon Lessee's share, of the appropriate bills for utility service. Lessee shall, as additional rent, pay the amount billed by Lessor promptly after receipt of such bill and shall pay a monthly estimate toward such charges. Without first obtaining Lessor's written consent, which consent shall not be unreasonably withheld, Lessee shall not install or use any separate heating or air conditioning appliance or unit in the Leased Premises, or use any electrical equipment which would draw more power than is usual for common usage. Any additional costs incurred by Lessor as the result of excessive utility demands placed on the building's utilities' systems shall be promptly paid by Lessee to Lessor, as additional rent, after Lessor shall bill Lessee therefor.

8. COMMON AREAS. During regular business days and normal business hours throughout the year, Lessor shall maintain the common areas of the Property in a neat, safe, and clean condition; provided, however, if Lessee's Premises have access directly onto a sidewalk of the Property, than Lessee shall have the sole responsibility to remove snow, ice, and debris from that portion of such sidewalk which abuts any portion of the Premises. Lessor's aforesaid obligations are subject to, and Lessor shall not be liable for, interruption due to causes beyond Lessor's control, and to the need to make repairs or replacements. Lessor reserves the right construct structures in, to eliminate, and to change the common areas (including the configuration and number of parking spaces therein), all in such manner as Lessor may from time to time in its sole and absolute discretion determine. Lessee shall cause its employees, agents, and vendors to park in such areas designated by Lessor from time to time.

9. USE OF LEASED PREMISES: The Lessee shall use the Leased Premises only for the purpose of a restaurant and fish market, including the right to sell alcoholic beverages to be served on the Premises ("Permitted Use"). In no event shall Lessee use the Premises for the sale of pizza, submarine sandwiches, and a delicatessen such as currently operated at Tedeschi's, or bagels, nor shall Lessee open for breakfast. Lessee shall continuously occupy and conduct the Permitted Use in the Premises; operate its business in a first-class professional manner consistent with establishing and maintaining a high-quality image for the Premises and the Property; keep the Premises well lighted, clean, and free of trash and vermin, refurbished and otherwise maintained; keep open all regular business hours. All rubbish and refuse shall be disposed of in such manner as the Lessor may direct. Dumpsters shall require the prior written consent of Lessor.

10. SIGNS AND ADVERTISING: The Lessee shall not place or suffer to be placed or maintained on the exterior of the leased premises, free standing, or on any pylon at the Property any sign, advertising matter or any other thing of any kind, and will not place or maintain any decoration, lettering, or advertising matter on the glass of any window or door of the leased premises unless and to the extent permitted by Landlord in advance in writing. Tenant will, at its sole cost and expense, maintain such sign, decoration, lettering, advertising matter, or other things as may be permitted hereunder, in good condition and repair at all times. Any sign not erected in compliance with this Lease may at Lessor's election be removed at Tenant's sole expense. No sign that is visible from the exterior of the Premises shall be erected inside the Premises without Lessor's written consent, which consent shall not be unreasonably withheld.

11. **COMPLIANCE WITH LAWS:** The Lessee acknowledges that no trade or occupation shall be conducted in the Leased Premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law or any municipal by-law or ordinance in force in the city or town in which the Leased Premises are situated. Lessee will comply with all applicable laws, ordinances and other governmental regulations in the use and maintenance of the Premises. Without limitation, Lessee shall comply with all laws applicable to the use and disposal of hazardous or dangerous wastes or contaminants, and shall defend and indemnify Lessor from and against all costs, damages, loss, or expenses arising therefrom. No use or disposal of hazardous or dangerous wastes or contaminants shall be made in or from the Leased Premises without the Lessor's written consent thereto being first obtained. Without limiting the foregoing, upon request of Lessor, Lessee shall provide Lessor with independent reports stating the nature of any hazardous or dangerous wastes used in the Leased Premises and Lessee's methods of handling the same. Lessee shall comply with such reasonable rules and regulations as Lessor may from time to time promulgate for the Property.

12. **FIRE INSURANCE:** The Lessee shall not permit any use of the Leased Premises which will make voidable any insurance on the Property or on the contents of said Property or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers. The Lessee shall on demand reimburse the Lessor and all other tenants, all extra insurance premiums caused by the Lessee's use of the Leased Premises.

13. **MAINTENANCE OF PREMISES:** The Lessee agrees to maintain the Leased Premises, including all utility systems, fixtures, and equipment servicing exclusively the Leased Premises (such as, without limitation, electrical, plumbing, heating and air conditioning, and all components thereof) in good order, condition, and repair, agreeing to replace the same where necessary or required, damage by fire and other casualty only excepted; and whenever necessary, to replace plate glass and other glass therein, acknowledging that the Leased Premises are now in good order and the glass whole. Lessee agrees to change its own light bulbs. The Lessee shall not permit the Leased Premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste. The Lessee shall keep the Premises sufficiently heated to prevent pipes from freezing. The Lessee shall not permit odors or noises to emanate from the Premises and shall not use any part of the Property outside of the Premises.

14. **ALTERATIONS - ADDITIONS:** The Lessee shall not make structural alterations or additions to the Leased Premises, but may make non-structural alterations provided the Lessor consents thereto in writing, which consent shall not be unreasonably withheld or delayed. All such allowed alterations shall be at Lessee's expense and shall be of first class quality. Lessee shall not permit any mechanics' liens, or similar liens, to remain upon the Leased Premises for labor and material furnished to Lessee or claimed to have been furnished to Lessee in connection with work of any character performed or claimed to have been performed at the direction of Lessee and shall cause any such lien to be released of record forthwith without cost to Lessor. Any alterations or improvements made by the Lessee shall become the property of the Lessor at the termination of occupancy as provided herein unless Lessor requests Lessee to remove such items in which case Lessee agrees to do so.

Lessor hereby consents to the following alterations:

1. Relocation and expansion of existing bar.
2. Replacement of floors with tile and hardwood floors.
3. Replacement of ceiling tiles.
4. Replacement of two small windows at main dining area.
5. New door access and a patio on left side of building. This item is subject to Lessor's approval of plans, which approval shall not be unreasonably withheld or delayed.
6. Miscellaneous lighting improvements to new bar and dining area.
7. Bathroom renovations.
8. Kitchen upgrade.

Upon completion of Lessee alterations and improvements, Lessor agrees to provide Lessee with a rental credit of 20% of such actual amounts paid therefore, but in no event shall such credit exceed \$20,000.00, and further such credit shall be taken in monthly rental credits of \$2,500.00.

15. ASSIGNMENT - SUBLEASING: The Lessee shall not, voluntarily or involuntarily, assign, sublet, or otherwise transfer all or any part or all of Lessee's interest in the Premises without Lessor's prior written consent, which consent shall not be unreasonably withheld or delayed. Notwithstanding such consent, Lessee shall remain liable to Lessor for the payment of all rent and for the full performance of the covenants and conditions of this Lease. Any change or transfer of beneficial ownership of any kind in whole or in part by the Lessee (such as but not limited to the transfer of corporate stock of Lessee) of its interest in Lessee shall be deemed for all purposes under this Section 15 an assignment and shall be subject to all the requirements herein for Lessor's consent.

16. SUBORDINATION: This Lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, which now or at any time hereafter constitute a lien or liens on the Property. The Lessee shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage.

17. LESSOR'S ACCESS: The Lessor or agents of the Lessor may, at reasonable times, enter to view the Leased Premises, remove placards and signs not approved and affixed as herein provided, make repairs and alterations as Lessor should elect to do, and show the Leased Premises to others. At any time within three (3) months before the expiration of the term, Lessor may affix to any suitable part of the Leased Premises a notice for letting or selling the Leased Premises or Property and keep the same so affixed without hindrance or molestation. Lessor reserves the right to maintain, install, and replace in, on, below, or above the Premises pipes, wires, plumbing, ducts, or other fixtures or equipment used in connection with the Premises or the Property.

18. INDEMNIFICATION AND LIABILITY: To the extent permitted by and in accordance with all applicable laws, Lessee shall indemnify and save harmless the Lessor, its beneficiaries, and those in privity of estate with the Lessor, from and against all claims, expenses or liability of whatever nature arising from any act, omission, default or negligence of the Lessee, or the Lessee's contractors, licensees, agents, servants or employees, or the failure of the Lessee or such persons to comply with the Lessor's rules and regulations applicable to the Property or with any rule, order, regulation or lawful direction now or hereinafter in force of any public authority, in each case to the extent the

same are related, directly or indirectly, to the Leased Premises or the Lessee's use thereof, or arising directly or indirectly from any accident, injury or damage, however caused, to any person or property on or about the Leased Premises; provided, however, that in no event shall the Lessee be obligated under this Section to indemnify the Lessor, its beneficiaries, or those in privity of estate with the Lessor, where such claim, expense or liability arose from any omission, fault, negligence or other willful misconduct of the Lessor. This indemnity and hold harmless agreement shall include indemnity against all expenses and liabilities incurred in or in connection with any such claims or proceeding brought thereon, and the defense thereof (with counsel acceptable to Lessor).

19. **LESSEE'S LIABILITY INSURANCE:** The Lessee shall maintain with respect to the Leased Premises and the Property comprehensive public liability insurance in the amount of \$1,000,000 combined single limit for personal injury and property damage in responsible companies qualified to do business in Massachusetts and in good standing therein insuring the Lessor as well as Lessee against injury to persons or damage to property as provided. Lessor may cause such coverage to be increased if such increases are consistent with then prevailing practices for like properties in the vicinity of the Property. The Lessee shall deposit with the Lessor certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be canceled without at least ten (10) days prior written notice to each insured named therein. The deductible under any required policy shall not exceed \$1,000.00 for any loss.

20. **FIRE, CASUALTY - EMINENT DOMAIN:** Should a substantial portion of the Leased Premises, or of the Property be materially damaged by fire or other casualty, or be taken by eminent domain, the Lessor may elect to terminate this lease. When such fire, casualty, or taking renders the Leased Premises substantially unsuitable for their intended use due to damage to or a taking of the Building, a just and proportionate abatement of rent shall be made, and the Lessee may elect as its sole remedy to terminate this Lease if:

- (a) the Lessor fails to give written notice within thirty (30) days after the event of its intention to restore the Leased Premises and portions of the Property material to Lessee's enjoyment of the Premises, or
- (b) the Lessor fails to restore the Leased Premises and portions of the Property material to Lessee's enjoyment of the Premises to a condition substantially suitable for their intended use within 180 days of said fire, casualty, or taking.

The Lessor reserves, and the Lessee grants to the Lessor, all rights which Lessee may have for damages or injury to the Leased Premises for any taking by eminent domain, except for damage to the Lessee's fixtures, property, or equipment. In no case shall Lessor ever be obligated to expend sums in excess of net insurance proceeds actually received. Lessor's obligations to make repairs or replacements shall be subject to the then applicable zoning, building, and other applicable laws and regulations.

21. **DEFAULT AND BANKRUPTCY:** In the event that:

- (a) the Lessee or any guarantor shall default in the payment of any installment of rent or other sum herein specified and such default shall not be corrected within five (5) days of written notice thereof; or

(b) the Lessee shall default in the observance or performance of any other of the LESSEE'S covenants, agreements, or obligations hereunder, and such default shall not be corrected within thirty (30) days after written notice thereof; or

(c) the Lessee shall be declared bankrupt or insolvent, or file voluntary bankruptcy or insolvency proceedings, or, if any assignment shall be made for the benefit of creditors; then, in any such case, the Lessor shall have the right thereafter, while such default continues, to re-enter and take complete possession of the Leased Premises, to declare the term of this Lease terminated, and remove the Lessee's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The Lessee shall indemnify Lessor against all loss of rent and other payments which the Lessor may incur by reason of such termination during the residue of the term. A cure attempted or effected after any such termination shall be null and void. Notwithstanding such reentry or termination, the Lessor shall remain liable for all obligations contained in the Lease throughout the remainder of the Lease term.

If Lessor shall terminate this Lease or take possession of the Premises following a default, Lessee shall forthwith, upon the sending of notice by Lessor, remove Lessee's goods and effects from the Premises. If Lessee shall fail to effect such removal forthwith, Lessor may without liability to Lessee or those claiming under Lessee, remove such goods and effects and store the same for the account of Lessee or the owner thereof in any place selected by Lessor; or at Lessor's sole election, Lessor may sell the same at public auction or at private sale on such terms and conditions as to price, payment, and otherwise as Lessor in its sole judgment deem advisable. Lessee shall be responsible for all costs of removal, storage, and sale, and Lessor shall be entitled to reimburse itself from the proceeds of such sale for any sums due Lessor hereunder and pay over to Lessee the balance thereof.

No termination or repossession provided for in this Lease following a default by Lessee hereunder shall relieve Lessee or any guarantor of Lessee's obligations hereunder of their liabilities and obligations hereunder or under any separate instrument of guaranty, all of which shall survive such termination or repossession.

At any time after any such termination or repossession, whether or not Lessor has collected any current damages, without limiting any other of Lessor's remedies, because Lessor and Lessee agree that non-payment of any significant sums due under this Lease is a significant breach of this Lease, and because the payment of rent in monthly installments is for the sole benefit of convenience of Lessee, then in addition to the foregoing remedies, the monthly rent and additional rent which is due under this Lease shall continue to be immediately due and payable as liquidated damages.

Provided, however, if Lessor shall release the Premises or a portion thereof after the payment of such liquidated damages, then the net proceeds actually received by Lessor for the period applicable to the unexpired portion of Lessee's lease term for which liquidated damages were paid (but in no event more than the amount of liquidated ~~damages actually paid to Lessor by Lessee~~), after deducting all amounts expended in the releasing of the Premises (including without limitation commissions, advertising, leasehold improvements, and fit up), shall be paid to Lessee upon written demand by Lessee. Lessor shall use reasonable efforts to release the Premises.

If the Lessee shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on Lessee's part to be observed or performed

under or by virtue of any provisions in any article of this Lease, the Lessor, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the Lessee. If the Lessor makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the legal rate, and costs, shall be paid to the Lessor by the Lessee as additional rent.

22. NOTICE: Any notice from the Lessor to the Lessee relating to the Leased Premises or to the occupancy thereof, shall be deemed duly served, if left at the Leased Premises addressed to the Lessee, or, if mailed to the leased premises, registered or certified mail, return receipt requested, postage prepaid, addressed to the Lessee. Any notice from the Lessee to the Lessor relating to the Leased Premises or to the occupancy thereof, shall be deemed duly served, if mailed to the Lessor by registered or certified mail, return receipt requested, postage prepaid, addressed to the Lessor at such address as the Lessor may from time to time advise in writing. All rent and notices shall be paid and sent to the Lessor at P.O. Box 2350, Acton, MA 01720.

23. SURRENDER: The Lessee shall at the expiration or other termination of this Lease remove all Lessee's goods and effects from the Leased Premises (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the Lessee, either inside or outside the Leased Premises). Lessee shall repair all damages caused by such removal. Lessee shall deliver to the Lessor the Leased Premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and addition made to or upon the Leased Premises, in the same condition as they were at the commencement of the term, or as they were put in during the term hereof, reasonable wear and tear and damage by fire or other casualty only excepted. In the event of the Lessee's failure to remove any of Lessee's property from the Leased Premises, Lessor is hereby authorized, without liability to Lessee for loss or damage thereto, and at the sole risk of Lessee, to remove and store any of the property at Lessee's expense, or to retain same under Lessor's control or to sell at public or private sale, without notice any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

24. CONDITION OF PREMISES: Except as set forth herein, Lessee accepts the Premises and all equipment therein in their present "as is" condition, and Lessor shall have no obligation to perform any item of work, repair, maintenance, replacement or the like in connection with the Leased Premises, whether such item is required by governmental code, regulation, or otherwise. Lessor shall not be responsible for damage by fire or other casualty (except as herein expressly provided), damage caused by the neglect or default of Lessee, and wear and tear on the Premises.

25. FORCE MAJEURE. Lessor shall not be liable for failure to furnish services to the Lessee hereunder when prevented from doing so by war, strike, lockout, breakdown, accident, act of God, order or regulation of or by any governmental authority, or failure of supply or inability by the exercise of reasonable diligence to obtain supplies, parts or employees necessary to furnish such services, or because of war or other emergency, or for any other cause due to any act, neglect or default of the Lessee or the Lessee's servants, agents, employees, licensees or any person claiming by, through or under the Lessee. In no event shall the Lessor ever be liable to the Lessee for any special, indirect or consequential damages, loss of profits, or loss of business. Lessor shall have written

notice of, and reasonable time to correct, any defaults of Lessor hereunder before Lessee shall claim any default by Lessor.

26. **USE OF PREMISES AT LESSEE'S RISK.** Lessee agrees to use and occupy the Leased Premises at the Lessee's own risk; and the Lessor shall have no responsibility or liability for any loss of or damage to fixtures or other personal property of Lessee.

27. **LESSOR'S LIABILITY.** Lessee agrees that the Lessor shall not be responsible or liable to the Lessee, or to those claiming by, through or under the Lessee, for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the Property adjacent to or connecting with the Leased Premises or any other part of the Building, or otherwise, except as provided in Article 18 herein. Nor shall Lessor be liable for any loss or damage from any source resulting to the Lessee or those claiming by, through or under the Lessee, to its or their property or for loss of business or profits, resulting from leaking, of the roof, the breaking, bursting, stopping or leaking of the plumbing system, heating system, air conditioning system, electric cables and wires, and water, gas, sewer or steam pipes, or any mechanical failure, malfunction, or defect, except as provided in Article 18 herein.

28. **SUBROGATION AND INSURANCE.** Except if the following provisions void or contravene or make it impossible to obtain insurance coverage at standard rates, Lessor and the Lessee mutually agree that, with respect to any hazard which is covered by insurance then being carried by them respectively, the one carrying such insurance and suffering such loss releases the other of and from any and all claims with respect to such loss; and they further mutually agree that their respective insurance companies shall have no right of subrogation against the other on account thereof. In the event that extra premium is payable by either part as a result of these provisions, the other party shall reimburse the party paying such premium the amount of such extra premium. If, at the request of one party, this release and nonsubrogation provision is waived, then the obligation of reimbursement shall cease for such period of time as such waiver shall be effective. If the release of either party provided above shall contravene any law with respect to exculpatory agreements, the liability of the party for whose benefit such release was intended shall remain but shall be secondary to that of the other party's insurer.

Lessee covenants and agrees that, except for the permitted uses herein, the Lessee will not do or permit anything to be done on or upon the Leased Premises, or bring in anything to keep anything therein, which shall invalidate or be in conflict with coverage maintained by or for the Lessor with respect to the Leased Premises or the Property or which shall increase the rate of insurance on the Leased Premises or on the Property above the standard rate applicable to the Leased Premises or the Property for the use to which the Lessee has agreed to devote the Leased Premises; and the Lessee further agrees that, in the event that the Lessee shall do any of the foregoing, the Lessee will promptly pay to the Lessor, on demand, any such increase resulting therefrom, which shall be due and payable as additional rent hereunder.

29. **LESSOR'S RIGHT TO SELF HELP.** Lessor shall have the right, but shall not be required, to pay such sums, cure any default, or do any act (whether or not involving the expenditure of moneys) which may be necessary or appropriate by reason of the failure, neglect or default of the Lessee to perform any of the provisions of this Lease. In such event, the Lessee agrees to pay to the Lessor forthwith upon demand all such sums including reasonable attorney's fees expended to enforce this provision (whether or not

litigation has been commenced); and if the Lessee shall default in such payment, the Lessor shall have the same rights and remedies as the Lessor has hereunder for the failure of the Lessee to pay the rent.

30. LESSOR'S LIABILITY. Lessee agrees to look solely to the Lessor's then equity interest in the Leased Premises at the time owned, for recovery of any judgement from the Lessor; it being specifically agreed that neither the Lessor (whether the Lessor be an individual, firm, corporation, trustee or other fiduciary), nor any beneficiary (which shall include partners of any beneficiary which is a partnership) of any trust of which any person holding the Lessor's interest is trustee, nor any successor in interest to any of the foregoing shall ever be personally liable for any such judgement, or for the payment of any monetary obligation to the Lessee. The provision contained in the foregoing sentence is not intended to and shall not limit any right that the Lessee might otherwise have to obtain injunctive relief against the Lessor or the Lessor's successors in interest. Without limiting the foregoing, it is agreed that the covenants of the Lessor contained in this Lease shall be binding upon the Lessor and the Lessor's successors only with respect to breaches occurring during the Lessor's and the Lessor's successors' respective periods of ownership of the Lessor's interest hereunder.

31. STATUS REPORTS. Within five (5) days after request therefor, Lessee shall provide to Lessor or its mortgagee a written status report as to such matters with respect to this Lease as Lessor or its mortgagee may reasonably require.

32. HOLDOVER. Lessee shall not be entitled to holdover at the end of the Lease term, but, if Lessee does holdover, Lessee shall be deemed a Lessee at sufferance, on the terms set out in this Lease, except that Lessee shall pay twice the amount of fixed annual rent then in effect at the expiration of the lease term. No holdover by Lessee shall alter or relieve the terms of any guaranty of the Lessee's obligations, and such guaranty shall remain in full force and effect during any holdover and regardless of whether the named Lessee continues to exist.

33. REMEDIES. No reference to any specific right or remedy shall exclude the exercise of any other right or remedy. Neither party shall be deemed to have waived its rights in the future by the failure to exercise the same in a given instance. If any provision herein is invalid or unenforceable, in general or in a specific instance, such provision shall be enforceable in other circumstances, and in no case shall such invalidity or unenforceability affect the validity and enforceability of the remainder of this lease. The covenants, promises, and agreements contained in this Lease are independent of each other. Without limitation, the covenant to pay rent and other charges due under the Lease by Lessee is independent of all other covenants, promises, and agreements to be performed by Lessor, and a breach by Lessor shall not entitle Lessee to terminate the Lease or withhold any payment due under the Lease.

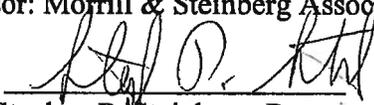
34. ACCORD AND SATISFACTION. No payment by Lessee or receipt by Lessor of a lesser amount than is actually owed by Lessee under any provision of this Lease or otherwise shall be deemed to be other than on account of the actual amount owed; nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such sums or pursue other remedies as provided in this Lease.

35. WHEN LEASE BECOMES BINDING. This Lease shall become binding only if, and when, it is executed by both Lessor and Lessee. Negotiations conducted prior to such mutual execution are not intended to, and shall not commit either party to this Lease unless such execution occurs. Upon such execution, this Lease shall bind the parties hereto, and their respective successors and assigns, subject to limitations on assignment hereinabove set forth. If more than one person or entity is named herein as Lessee, each such person or entity shall be jointly and severally liable for Lessee's obligations hereunder. No matters discussed or representations made prior to the mutual execution of this Lease shall be binding on either party unless specifically set forth or referred to herein, this Lease being intended as the sole source of determining the respective rights and obligations between the parties. No amendment or modification of this Lease or any representation or promise by any party shall be effective unless committed to writing and duly executed and delivered by both Lessor and Lessee.

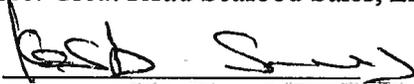
36. ASSIGNMENT BY LESSOR. If Lessor assigns Lessor's interest in this Lease or monies payable hereunder (conditionally or otherwise) to the holder of a mortgage of the Property, Lessee agrees that neither the assignment by Lessor or the acceptance thereof by such holder shall be deemed an assumption by such holder of any of the obligations of Lessor hereunder unless such holder shall (a) specifically elect to do so by written notice sent to Lessee or (b) take possession of the Premises with or without the foreclosure of such holder's mortgage.

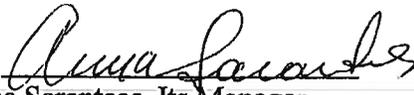
IN WITNESS WHEREOF, the Lessor and Lessee have hereunto set their hands and common seals this First day of August, 2014.

Lessor: Morrill & Steinberg Associates

BY:   
Stephen P. Steinberg, Partner

Lessee: Great Road Seafood Sales, LLC

By:   
Kostas Saranteas, Its Manager

By:   
Anna Saranteas, Its Manager

Guarantors:

  
Kostas Saranteas

  
Anna Saranteas







*The Commonwealth of Massachusetts*  
*Secretary of the Commonwealth*  
*State House, Boston, Massachusetts 02133*

William Francis Galvin  
Secretary of the  
Commonwealth

July 17, 2014

TO WHOM IT MAY CONCERN:

I hereby certify that according to the records of this office,

**ACTON SEAFOOD SALES, INC.**

is a domestic corporation organized on **August 23, 1990**, under the General Laws of the Commonwealth of Massachusetts.

I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

*William Francis Galvin*

Secretary of the Commonwealth

MASSACHUSETTS  
DEPARTMENT  
OF  
REVENUE

PO BOX 7010 BOSTON, MA 02204

AMY A. PITTER, COMMISSIONER  
MICHAEL J. LIVIDOTI, DEPUTY COMMISSIONER

NO. 4420 P. 2



Acton Seafood Sales, Inc.  
77 Great Road  
Acton, MA 01720

Notices: 80816  
T/P ID: 043-100-486  
Date: August 18, 2014  
Bureau: Certificate Unit

**CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE**

The Commissioner of Revenue certifies as of the above date, that the above named individual or entity is in compliance with its tax obligations payable under M.G.L. c. 62C, including corporation excise, sales and use taxes, sales tax on meals, withholding taxes, room occupancy excise and personal income taxes, with the following exceptions:

This Certificate certifies that individual taxpayers are in compliance with income tax obligations and any sales and use taxes, sales tax on meals, withholding taxes, and/or room occupancy taxes related to a sole proprietorship. Persons deemed responsible for the payment of these taxes on behalf of a corporation, partnership or other business entity may not use our automated process to obtain a certificate.

This certificate does not certify that the entity's standing as to taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law. Taxpayers required to collect or remit the following taxes must submit a separate request to certify compliance: Alcoholic Beverage Excise, Cigarette Excise, Sales Tax on Boats, International Fuels Tax Agreement, Smokeless Tobacco or Ferry Embarkation.

**THIS IS NOT A WAIVER OF LIEN ISSUED UNDER GENERAL LAWS, CHAPTER 62C SECTION 52**

Very truly yours,

Michael J. Lividoti,  
Deputy Commissioner

NUMBER: 63/14

Fee: \$ 655

THE COMMONWEALTH OF MASSACHUSETTS  
TOWN OF ACTON - BOARD OF HEALTH

Hereby Certifies ATLANTIC SEA GRILL  
of 77 GREAT RD, ACTON MA 1720

**APPROVED**  
JAN 13 2014  
ACTON BOARD  
OF HEALTH

IS HEREBY GRANTED A LICENSE

For 2014 FOOD SERVICE PERMIT- 100+ SEATS & RETAIL (< 5,000 S.F.)

This license is granted in conformity with the statutes and ordinances relating thereto  
and expires 12/31/2014 unless sooner suspended or revoked.

FOR THE BOARD OF HEALTH

*[Signature]*  
Doug Halley, Health Director

ISSUED: 1/13/2014



Commonwealth of Massachusetts  
Department of Fish and Game  
DIVISION OF MARINE FISHERIES

DEALER PERMIT  
RETAIL STORE

RETAIL STORE  
ATLANTIC SEA GRILL

7507  
ATLANTIC SEA GRILL  
77 GREAT RD.  
ACTON, MA 01720

Permit ID: 158407

EXPIRES 12-31-2013

DOB: [blank]  
ISSUED: 01-13-2013  
(978) 263-3182

7507  
PRODUCT: FINFISH  
LOBSTER/CRABMEAT  
SQUID/SCALLOPS  
LIVE LOBSTERS  
NORTHERN SHRIMP  
SHELLFISH

Signature: \_\_\_\_\_

DIRECTOR: \_\_\_\_\_

CUSTOMER RECEIPT

This is your receipt. Retain and store in a safe place.

ATLANTIC SEA GRILL  
77 GREAT RD.  
ACTON, MA 01720

(617) 626-1520  
OR

The two sections above are your Division of Marine Fisheries permit. Do not tear the top two places apart. You may separate the top two sections from the rest of the form, and fold it in half. If you choose to laminate your permit, be sure to fold the two halves together so that all your permit information faces out. Your permit is not valid until you sign the Signature