



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

Board of Selectmen

**Town of Acton
Notice of Hearing**

Notice is hereby given under Chapter 138, section 12 of the General Laws, that the Board of Selectmen will hold a hearing in the Francis Faulkner Room in the Acton Town Hall on April 25, 2016 at 7:10 PM. on the application of Shara Corporation., for a malt and wine package store license.

The 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

Town Manager

INTERDEPARTMENTAL COMMUNICATION

To: Health Department, Building Department, Collectors Department, Fire Department,
Planning Department, Police Department

From: Lisa Tomyl

Subject: Malt and Wine Package Store License (Section 15)

Enclosed is an application for a wine and malt package store license from Shara Corporation. The applicant is planning a convenience store at 5 Nagog Park, unit 401-403. Please forward any comments you may have regarding this application. The public hearing will be April 25, 2016 at 7:10 PM.

From: [Frank Widmayer](#)
To: [Lisa Tomy](#)
Subject: RE: CORI check
Date: Tuesday, April 19, 2016 11:46:39 AM

Lisa,

I have reviewed the application and I recommend approval by the Board of Selectmen.

Regards,
Frank

Frank J. Widmayer III
Chief of Police

From: Lisa Tomy
Sent: Tuesday, March 22, 2016 2:27 PM
To: Frank Widmayer
Subject: RE: CORI check

I did not. Here you go.

From: Frank Widmayer
Sent: Tuesday, March 22, 2016 2:26 PM
To: Lisa Tomy
Subject: RE: CORI check

I also need the application if you haven't sent that to me already.

Frank J. Widmayer III
Chief of Police

From: Lisa Tomy
Sent: Tuesday, March 22, 2016 1:01 PM
To: Frank Widmayer
Subject: CORI check

Attached is a CORI Background check for an applicant for a Wine and Malt Package Store License for 5 Nagog Park unit 401-403.

Regards,

Lisa Tomy
Executive Assistant
Office of the Town Manager
472 Main Street
Acton, MA 01720
(p) 978.929.6611

Lisa Tomyl

From: Amy Spadano
Sent: Tuesday, March 22, 2016 1:02 PM
To: Lisa Tomyl; Building Department; Collector Department; Health Department; Fire Department; Planning Department
Subject: RE: Wine and Malt Package Store License

Ok with us.

~ Amy

Amy Spadano
Collector's Office
472 Main St.
Acton, MA 01720
collector@acton-ma.gov
978-929-6622

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

From: Lisa Tomyl
Sent: Tuesday, March 22, 2016 12:58 PM
To: Building Department; Collector Department; Health Department; Fire Department; Planning Department
Subject: Wine and Malt Package Store License

Regards,

Lisa Tomyl
Executive Assistant
Office of the Town Manager
472 Main Street
Acton, MA 01720
(p) 978.929.6611
(f) 978.929.6350
ltomyl@acton-ma.gov

Lisa Tomyl

From: Roland Bartl
Sent: Tuesday, March 22, 2016 1:10 PM
To: Lisa Tomyl
Cc: Planning Department
Subject: RE: Wine and Malt Package Store License

Okay with Planning/Zoning

Roland Bartl, AICP
Planning Director
Town of Acton
472 Main Street
Acton, MA 01720
978-929-6631

From: Lisa Tomyl
Sent: Tuesday, March 22, 2016 12:58 PM
To: Building Department; Collector Department; Health Department; Fire Department; Planning Department
Subject: Wine and Malt Package Store License

Regards,

Lisa Tomyl
Executive Assistant
Office of the Town Manager
472 Main Street
Acton, MA 01720
(p) 978.929.6611
(f) 978.929.6350
ltomyl@acton-ma.gov

Lisa Tomyl

From: Robert Hart
Sent: Tuesday, March 22, 2016 1:15 PM
To: Lisa Tomyl; Building Department; Collector Department; Health Department; Fire Department; Planning Department
Subject: RE: Wine and Malt Package Store License

Lisa,

The Fire Department has no issue with this.

Respectfully,

Robert Hart
Acting Fire chief

From: Lisa Tomyl
Sent: Tuesday, March 22, 2016 12:58 PM
To: Building Department; Collector Department; Health Department; Fire Department; Planning Department
Subject: Wine and Malt Package Store License

Regards,

Lisa Tomyl
Executive Assistant
Office of the Town Manager
472 Main Street
Acton, MA 01720
(p) 978.929.6611
(f) 978.929.6350
ltomyl@acton-ma.gov

Lisa Tomyl

From: Sheryl Ball
Sent: Tuesday, March 22, 2016 1:15 PM
To: Lisa Tomyl
Subject: RE: Wine and Malt Package Store License

The Health Department has no issue with the granting of this license.

From: Lisa Tomyl
Sent: Tuesday, March 22, 2016 12:58 PM
To: Building Department; Collector Department; Health Department; Fire Department; Planning Department
Subject: Wine and Malt Package Store License

Regards,

Lisa Tomyl
Executive Assistant
Office of the Town Manager
472 Main Street
Acton, MA 01720
(p) 978.929.6611
(f) 978.929.6350
ltomyl@acton-ma.gov

Brian McMullen
Principal Assessor

Locus:
Parcel:

Parcel	Locus	Owner	Address	City/State
B4-106-23	5 NAGOG PK	MALLARD BARBARA E	162 SPLIT ROCK DR	ACTON, MA 01718
B4-106-24	B4/72	REINHARDT MICHAEL R	160 SPLIT ROCK DR	ACTON, MA 01718
B4-106-25		ONUSKA LINDA A	161 SPLIT ROCK DR	ACTON, MA 01718
B4-107-26		ZHANG XIN	170 SPLIT ROCK DR	ACTON, MA 01720
B4-107-27		BRIGHT WILLIAM JR	171 SPLIT ROCK DR	ACTON, MA 01718
B4-107-28		GOBLICK CAROLYN R	172 SPLIT ROCK DRIVE	ACTON, MA 01718
B4-107-29		LOMBARDO RICHARD V	173 SPLIT ROCK DR	ACTON, MA 01718
B4-107-30		BERGER SUSAN T	174 SPLIT ROCK DR	ACTON, MA 01718
B4-107-31		JUELS PHILIP I	175 SPLIT ROCK DR	ACTON, MA 01718
B4-107-32		LAI CHANNING J	176 SPLIT ROCK DR	LITTLETON, MA 01460
B4-107-33		CLEARY MARYANNE	177 SPLIT ROCK DR	ACTON, MA 01718
B4-2-1		OH C DEVELOPMENT LLC	54 DODGE ST	BEVERLY, MA 01915
B4-2-11		INFORTREE INVESTMENT LLC	30 NAGOG PK	ACTON, MA 01720
B4-2-2-42		TECHNOLOGY POINT PROPERTIES LLC	45 POMPOSITTICUT ROAD	STOW, MA 01775
B4-2-3		ALEVIZOS NAGOG LLC (30%)	20 NAGOG PK	JUPITER, FL 33477
B4-3-1		NAGOG PARK LLC	35 NAGOG PK	BOSTON, MA 02110
B4-6		581 GREAT RD LLC	581 GREAT RD	ACTON, MA 01720
B4-6-1		ATHLETIC BALANCE	581 GREAT RD BEHIND	ACTON, MA 01720
B4-7		ALEVIZOS NAGOG LLC (30%)	599 GREAT RD	JUPITER, FL 33477
B4-7-1		ALEVIZOS NAGOG LLC (30%)	1 NAGOG PK	JUPITER, FL 33477
B4-7-3		NDWINROCK ACTON LLC	31 NAGOG PK	BOSTON, MA 02110
B4-7-4		ALEVIZOS NAGOG LLC (30%)	1 NAGOG PK BESIDE	JUPITER, FL 33477
B4-8		ADITAS LLC	33 NAGOG PK	ACTON, MA 01720
B4-801-1		NURSE RICHARD H	54 NONSET PA #1	ACTON, MA 01720
B4-801-10		BLUE SKY REALTY TRUST	48 NONSET PA #10	ACTON, MA 01720
B4-801-11		BLUE SKY REALTY TRUST	42 NONSET PA #11	ACTON, MA 01720
B4-801-12		BLUE SKY REALTY TRUST	42 NONSET PA #12	ACTON, MA 01720
B4-801-2		BLUE SKY REALTY TRUST	54 NONSET PA #2	ACTON, MA 01720
B4-801-3		BLUE SKY REALTY TRUST	48 NONSET PA #3	ACTON, MA 01720
B4-801-4		BLUE SKY REALTY TRUST	48 NONSET PA #4	ACTON, MA 01720
B4-801-5		BLUE SKY REALTY TRUST	42 NONSET PA #5	ACTON, MA 01720
B4-801-6		BLUE SKY REALTY TRUST	42 NONSET PA #6	ACTON, MA 01720
B4-801-7		BLUE SKY REALTY TRUST	54 NONSET PA #7	ACTON, MA 01720
B4-801-8		BLUE SKY REALTY TRUST	54 NONSET PA #8	ACTON, MA 01720
B4-801-9		BLUE SKY REALTY TRUST	48 NONSET PA #9	ACTON, MA 01720

Abutters and owners of land directly opposite on any public or private street or way and abutters to the abutters within three hundred feet of the property line all as they appear on the most recent applicable tax list

HEARING NOTICES FOR ALL SPECIAL PERMITS MUST BE SENT TO THE PLANNING BOARD, TOWN HALL IN THE FOLLOWING TOWNS:

- Boxborough, MA 01729
- Concord, MA 01742
- Carlisle, MA 01741
- Westford, MA 01886
- Stow, MA 01775
- Westbury, MA 01776
- Maynard, MA 01754
- Littleton, MA 01460

Marty Abbott
Marty Abbott
Acton Assessors Office

3/18/2016

73 57



Town of Acton
 472 Main Street
 Acton, MA 01720
 Telephone (978) 929-6621
 Fax (978) 929-6340

Brian McMullen
 Principal Assessor

Parcel ID	Parcel:	Locus:	5 NAGOG PK	OWNER	CO-OWNER	MAILING ADDRESS	CITY, ST ZIP
PARCEL ID	LOCATION	B4/72	LOCATION	OWNER	CO-OWNER	MAILING ADDRESS	CITY, ST ZIP
B4-1	44 NAGOG PK REAR			NORTH ACTON TREATMENT CORP		530 GREAT ROAD	ACTON, MA 01720
B4-101-34	116 WATERSIDE CLR			OSGERBY LYNNE	OSGERBY IAN THOMAS	116 WATERSIDE CLR	ACTON, MA 01720
B4-101-35	115 WATERSIDE CLR			REICHERT JAMES H TRUSTEE	BARBARA JANE REICHERT	115 WATERSIDE CLR	ACTON, MA 01718
B4-101-36	114 WATERSIDE CLR			MALKOOD CHANDRALA		114 WATERSIDE CL	ACTON, MA 01718
B4-101-37	113 WATERSIDE CLR			ROSNER PETER		113 WATERSIDE CLR	ACTON, MA 01718
B4-101-38	112 WATERSIDE CLR			GEORGE SUSAN M		112 WATERSIDE CLR	ACTON, MA 01718
B4-101-39	111 WATERSIDE CLR			JUBERT INA	BELACK CARL NELSON	111 WATERSIDE CLR	ACTON, MA 01720
B4-101-40	110 WATERSIDE CLR			CHEN JIANRONG		110 WATERSIDE CLR	ACTON, MA 01718
B4-102-41	125 WATERSIDE CLR			NAING THAN		125 WATERSIDE CLR	ACTON, MA 01718
B4-102-42	124 WATERSIDE CLR			CROWELL DARRIN A		124 WATERSIDE CLR	ACTON, MA 01720
B4-102-43	123 WATERSIDE CLR			DE ARNAB		123 WATERSIDE CLR	ACTON, MA 01718
B4-102-44	122 WATERSIDE CLR			BOUKHGALTER BORIS E	BANSHCHIKOVA IRINA	122 WATERSIDE CLR	ACTON, MA 01718
B4-102-45	121 WATERSIDE CLR			LYTTLE JUDITH E		121 WATERSIDE CLR	ACTON, MA 01718
B4-102-46	120 WATERSIDE CLR			NOONE STEPHEN	LINDA	120 WATERSIDE CLR	ACTON, MA 01718
B4-103-1	130 BUTTERNUT HOLLOW			YE BAOQING		60 COLD SPRING RD	WESTFORD, MA 01886
B4-103-2	131 BUTTERNUT HOLLOW			BLOMGREN SHARON		131 BUTTERNUT HOLLOW	ACTON, MA 01718
B4-103-3	132 BUTTERNUT HOLLOW			MILLER NIELA		132 BUTTERNUT HOLLOW	ACTON, MA 01718
B4-103-4	133 BUTTERNUT HOLLOW			LEE TAESIK	ALICE H OH	133 BUTTERNUT HOLLOW	ACTON, MA 01718
B4-103-5	134 BUTTERNUT HOLLOW			HOLMES LAWRENCE		134 BUTTERNUT HOLLOW	ACTON, MA 01718
B4-103-6	135 BUTTERNUT HOLLOW			HAN ZHIXIU		135 BUTTERNUT HOLLOW	ACTON, MA 01718
B4-104-10	143 BUTTERNUT HOLLOW			HOCHBERG YIGAL	OLD STONEBROOK NOMINEE TRUST	143 BUTTERNUT HOLLOW	ACTON, MA 01720
B4-104-11	144 BUTTERNUT HOLLOW			STOKES THERESA E TRUSTEE	HAND STEPHANIE W	131 SUDBURY RD	CONCORD, MA 01742
B4-104-12	145 BUTTERNUT HOLLOW			HAND BARRY J		145 BUTTERNUT HL	ACTON, MA 01718
B4-104-13	146 BUTTERNUT HOLLOW			NATIONSTAR MORTGAGE		8950 CYPRESS WATERS BLVD	COPELL, TX 75019
B4-104-14	147 BUTTERNUT HOLLOW			TING JOSEPH + GILMAN LAUREN		147 BUTTERNUT HOLLOW	ACTON, MA 01720
B4-104-7	140 BUTTERNUT HOLLOW			CHAKRAVARTHY RAJESH		8 ABEL JONES PL	ACTON, MA 01718
B4-104-8	141 BUTTERNUT HOLLOW			REIFENSTEIN EDWARD C		141 BUTTERNUT HOLLOW	ACTON, MA 01718
B4-104-9	142 BUTTERNUT HOLLOW			MACY THOMAS		142 BUTTERNUT HOLLOW	ACTON, MA 01718
B4-105-15	150 BUTTERNUT HOLLOW			HOLMANSKY EVGENY N	HOLMANSKY ELENA M	150 BUTTERNUT HL	ACTON, MA 01718
B4-105-16	151 BUTTERNUT HOLLOW			HALLGAN TIMOTHY DR		2415 STEEPLE CHASE CIR E	LIBERTYVILLE, IL 60048
B4-105-17	152 BUTTERNUT HOLLOW			MARKMAN DIMITRY		152 BUTTERNUT HOLLOW	ACTON, MA 01718
B4-105-18	153 BUTTERNUT HOLLOW			BEUST BEVERLY A		153 BUTTERNUT HOLLOW	ACTON, MA 01718
B4-105-19	154 BUTTERNUT HOLLOW			WALKER BURKE M	WALKER PATRICE K	154 BUTTERNUT HOLLOW	ACTON, MA 01720
B4-106-20	165 SPLIT ROCK DR			HSBC BANK USA		636 GRAND REGENCY BLVD	BRANDON, FL 33510
B4-106-21	164 SPLIT ROCK DR			DAVIS BETH S		164 SPLIT ROCK DR	ACTON, MA 01718
B4-106-22	163 SPLIT ROCK DR			LANDRETH KAY MARILYNN TRUSTEE	KWL REALTY TRUST	163 SPLIT ROCK DR	ACTON, MA 01718

NEW LICENSE CHECKLIST

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

- Retail Transmittal Form
- \$200.00 Fee made payable to the Commonwealth of Massachusetts or the ABCC
- Newspaper Notice
- Abutter Notification
- Retail Application with:
 - Vote of Corporate Board or LLC
 - Manager's Form
 - Proof of Citizenship for proposed manager (Passport, US birth certificate, Naturalization papers, Voter Registration)
 - Personal Information Form for all individuals with beneficial interests in the license and proposed license manager
 - CORI Release Form
 - Articles of Organization for Corporation or LLC
 - All financial records, loan agreements and/or documents, for source(s) of money who are funding more than \$50,000 towards this license transaction
 - Floor Plan
 - Signed lease or documents proving a legal right to occupy premises



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

Print Form

C

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

IF USED EPAY, CONFIRMATION NUMBER

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

LICENSEE NAME

ADDRESS

CITY/TOWN STATE ZIP CODE

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

ATTACHMENTS:

Application Attachments

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.

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

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

IMPORTANT ATTACHMENTS (4):

A. All individuals or entities listed below are required to complete a [Personal Information Form](http://www.mass.gov/abcc/pdf/forms/retail/reta_personalinfoform.pdf) (additional copies found here: http://www.mass.gov/abcc/pdf/forms/retail/reta_personalinfoform.pdf)

B. All shareholders, LLC members or other individuals with any ownership in this license must complete a [CORI Release Form](http://www.mass.gov/abcc/pdf/coriform.pdf) (additional copies found here: <http://www.mass.gov/abcc/pdf/coriform.pdf>)

IMPORTANT ATTACHMENTS (5): Any individual, LLC, corporate entity, etc. providing funds of \$50,000 or greater towards this transaction, must provide proof of the source of said funds. Proof may consist of three consecutive months of bank statements with a minimum balance of the amount described, a letter from your financial institution stating there are sufficient funds to cover the amount described, loan documentation, or other documentation.

IMPORTANT ATTACHMENTS (6): If you are applying for a pledge, submit the pledge agreement, the promissory note and a vote of the Corporation/LLC approving the pledge.

Additional Attachments

IMPORTANT ATTACHMENTS : ARTICLES OF ORGANIZATION FROM THE SECRETARY OF THE COMMONWEALTH

IMPORTANT ATTACHMENTS : PROOF OF CITIZENSHIP FOR THE MANAGER OF RECORD (US Passport, US Birth Certificate, US Voter Registration, Naturalization Papers).

Additional Attachments From Local Licensing Authority

IMPORTANT ATTACHMENTS : FORM 43

IMPORTANT ATTACHMENTS : ABUTTER NOTIFICATION

IMPORTANT ATTACHMENTS : NEWSPAPER NOTICE

APPLICATION FOR RETAIL ALCOHOLIC BEVERAGE LICENSE

City/Town

ACTON

1. LICENSEE INFORMATION:

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

B. Business Name (if different) : NAGOG CONVENIENCE

C. Manager of Record: HUNEEN AHMAD

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

E. Address of Licensed Premises: 5 NAGOG PARK UNIT 401-403

City/Town: ACTON

State: MA

Zip: 01720

F. Business Phone: 508-826-5559

G. Cell Phone: 508-826-5559

H. Email: sharia.corp@gmail.com

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 Continuing Care Retirement Community
 \$12 General On-Premises \$12 Tavern (No Sundays) \$15 Package Store

4. LICENSE CATEGORY:

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

5. LICENSE CLASS:

- Annual Seasonal

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

NAME: HUNEEN AHMAD
ADDRESS: 6 BRAINTREE CIR
CITY/TOWN: BROCKTON STATE: MA ZIP CODE: 02301
CONTACT PHONE NUMBER: 508-826-5559 FAX NUMBER:
EMAIL: sharia.corp@gmail.com

7. DESCRIPTION OF PREMISES:

Please provide a complete description of the premises. Please note that this must be identical to the description on the Form 43. **Your description MUST include: number of floors, number of rooms on each floor, any outdoor areas to be included in licensed area, and total square footage.** i.e.: "Three story building, first floor to be licensed, 3 rooms, 1 entrance 2 exits (3200 sq ft); outdoor patio (1200 sq ft); Basement for storage (1200 sq ft). Total sq ft = 5600."

PACKAGE STORE

Total Square Footage: 4000 Number of Entrances: 1 Number of Exits: 1
Occupancy Number: Seating Capacity:

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): LLC Other:

Name: KVA NAGOG LLC AND ALEVIZOS NAGOG LLC Phone: 561-301-8668

Address: 275 REGATTA DR City/Town: JUPITER State: Zip: 33477

Initial Lease Term: Beginning Date 05/01/2016 Ending Date 05/01/2026

Renewal Term: 5 Options/Extensions at: 5 Years Each

Rent: 84000 Per Year Rent: 7000 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

If Yes, Landlord Entity must be listed in Question # 10 of this application.

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.

IMPORTANT ATTACHMENTS (4):

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](#) (unless they are a landlord entity)

Name	All Titles and Positions	Specific % Owned	Other Beneficial Interest
HUNEEN AHMAD	PRES,SEC,TREA,DIR	100%	

*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 a U.S. Citizen? Yes No

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

- 1.. Are all Individual(s), 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.) For Individual(s), Shareholder(s), Member(s), Director(s) and Officer(s):

- 1.. Are all Individual(s), 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:	0
B. Purchase Price for Business Assets:	0
C. Costs of Renovations/Construction:	70,000
D. Initial Start-Up Costs:	20,000
E. Purchase Price for Inventory:	50,000
F. Other: (Specify)	
G: TOTAL COST	140,000
H. TOTAL CASH	140,000
I. TOTAL AMOUNT FINANCED	

IMPORTANT ATTACHMENTS (5): Any individual, LLC, corporate entity, etc. providing funds of \$50,000 or greater towards this transaction, must provide proof of the source of said funds. Proof may consist of three consecutive months of bank statements with a minimum balance of the amount described, a letter from your financial institution stating there are sufficient funds to cover the amount described, loan documentation, or other documentation.

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):

*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 §17 or §18 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 (6): 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

INSTALL COOLERS, ROOF, BATHROOMS, PAINTING, FLOORS AND SHELVING

21. ANTICIPATED OPENING DATE:

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

APPLICANT'S STATEMENT

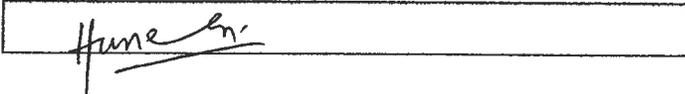
I, **HUNEEN AHMAD** the: sole proprietor; partner; corporate principal; LLC/LLP member
Authorized Signatory

of **SHARA CORPORATION**, hereby submit this application for **PACKAGE STORE LICENSE**
Name of the Entity/Corporation Transaction(s) you are applying for

(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: 

Date: 02/29/2016

Title: PRES

AFFIDAVIT OF NOTICE OF MAILING TO ABUTTER AND OTHERS

To the Licensing Board

For the SHARA CORPORATION

Date 02/29/2016

I, HUNEEN AHMAD hereby certify that the following is a true list of the persons shown upon the Assessor's most recent valuation list as the owners of the property abutting the proposed location for an alcoholic beverages license at: 5 NAGOG PARK UNIT 401-403 ACTON, MA 01720

And that the following schools, churches or hospitals are located within the radius of five hundred (500) feet from said proposed location:

If there are none, please so state: NONE

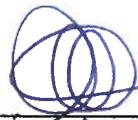
I also certify that the notice of this application/petition concerning an alcoholic beverages license was given to the above by mailing to each of them within three (3) days after publication of same, a copy of the advertisement is attached below. Also attached are the registered receipts/return registered receipts bearing signatures of persons receiving said notice.

Signed and subscribed to under the penalties of perjuries:

Printed: Huneen Ahmad

Written: Huneen

Date: 02/29/2016

Notary Public:  Marla Y. Sabatz

My Commission Expires: 12/28/16



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

**STEVEN GROSSMAN
TREASURER AND RECEIVER GENERAL**

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

CORI REQUEST FORM

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

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	<input type="text"/>	LICENSEE NAME:	<input type="text"/>	CITY/TOWN:	<input type="text"/>
---	----------------------	----------------	----------------------	------------	----------------------

APPLICANT INFORMATION

LAST NAME:	<input type="text" value="AHMAD"/>	FIRST NAME:	<input type="text"/>	MIDDLE NAME:	<input type="text" value="HUNEEN"/>
MAIDEN NAME OR ALIAS (IF APPLICABLE):	<input type="text"/>	PLACE OF BIRTH:	<input type="text" value="PAKISTAN"/>		
DATE OF BIRTH:	<input type="text" value="11/07/1980"/>	SSN	<input type="text"/>		
MOTHER'S MAIDEN NAME:	<input type="text"/>	DRIVER'S LICENSE #:	<input type="text" value="A35613510061802"/>	STATE LIC. ISSUED:	<input type="text" value="New Jersey"/>
GENDER:	<input type="text" value="FEMALE"/>	HEIGHT:	<input type="text" value="5"/> <input type="text" value="8"/>	WEIGHT:	<input type="text" value="180"/>
EYE COLOR:	<input type="text" value="DARK BROWN"/>				
CURRENT ADDRESS:	<input type="text" value="6 BRAINTREE CIR"/>				
CITY/TOWN:	<input type="text" value="BROCKTON"/>	STATE:	<input type="text" value="MA"/>	ZIP:	<input type="text" value="02301"/>
FORMER ADDRESS:	<input type="text"/>				
CITY/TOWN:	<input type="text"/>	STATE:	<input type="text"/>	ZIP:	<input type="text"/>

PRINT AND SIGN

PRINTED NAME:	<input type="text" value="HUNEEN AHMAD"/>	APPLICANT/EMPLOYEE SIGNATURE:	<input type="text" value="Huneen"/>
---------------	---	-------------------------------	-------------------------------------

NOTARY INFORMATION

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

NOTARY *Marla Y. Sabat*
My Commission Expires 12/28/2016

DIVISION USE ONLY

REQUESTED BY:	<input type="text"/>
<small>SIGNATURE OF CORI-AUTHORIZED EMPLOYEE</small>	

The DCJI Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCJI. 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 DCJI via mail or by fax to (617) 660-4614.



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: (If existing licensee) Phone Number of Premise:

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 US 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. 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

Date



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
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	SHARA CORPORATION	B. Business Name (dba)	NAGOG CONVENIENCE		
C. Address	5 NAGOG PARK UNIT 401-403	D. ABCC License Number (if existing licensee)			
E. City/Town	ACTON	State	MA	Zip Code	01720
F. Phone Number of Premise	508-826-5559	G. EIN of License	47-5011482		

2. PERSONAL INFORMATION:

A. Individual Name	HUNEEN AHMAD	B. Home Phone Number	508-826-5559		
C. Address	6 BRAINTREE CIR				
D. City/Town	BROCKTON	State	MA	Zip Code	02301
E. Social Security Number		F. Date of Birth	11/07/1980		
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 (i.e. percentage ownership).

100 PERCENT OWNER OF THIS LICENSE

*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 Huneen Ahmad Date 02/29/2016
Title PRES (If Corporation/LLC Representative)

Additional Space

Please note which question you are using this space for.

A large, empty rectangular box with a thin black border, occupying most of the page below the text. It is intended for students to write their answers to questions.

SHARA Corporation
Meeting Minutes

02/01/2016

Present: HUNEEN AHMAD

I. Announcements

N/A

II. Discussion

The discussion for this meeting is to vote for applying for a liquor license at 401 Nagog Park Acton, MA 01720.

III. Roundtable

1. Approval to apply for the liquor license
2. All in favor



Shareholder

Date

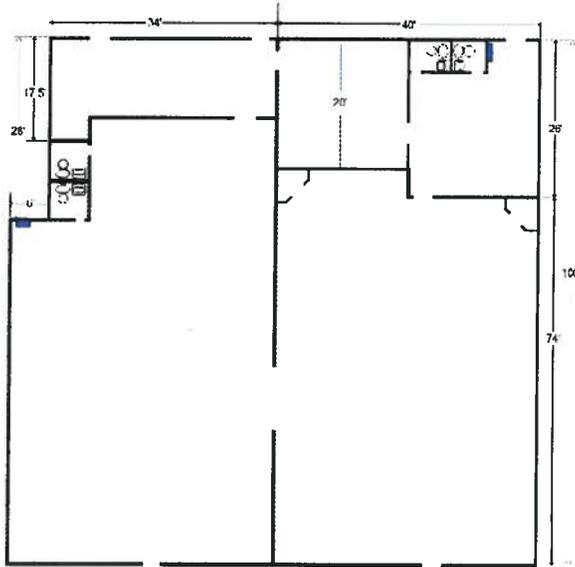
Shareholder

Date

Shareholder

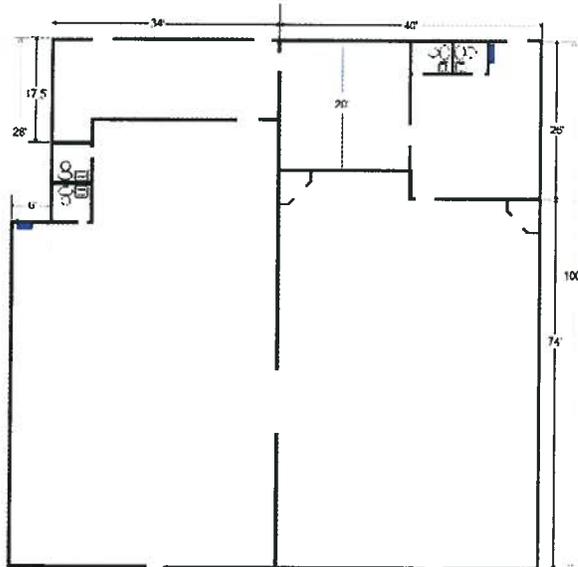
Date

From: sberia.corp@gmail.com
To: [Lisa Torny](#)
Subject: Fwd: FLOOR PLAN
Date: Tuesday, March 22, 2016 8:31:57 AM
Attachments: [RUGGED BEAR SPACE 504 Nagog Park.png](#)
[RUGGED BEAR SPACE 504 Nagog Park.png](#)



401 Nagog Park
Acton, MA 01720
Gas Heat

200 Amp 3 Phase
208/120 Volt Service
to each unit



401 Nagog Park
Acton, MA 01720
Gas Heat

200 Amp 3 Phase
208/120 Volt Service
to each unit

No. 36662452



Personal description of holder
as of date of naturalization:

Date of birth: **NOVEMBER 07, 1980**

Sex: **FEMALE**

Height: **5 feet 8 inches**

Marital status: **MARRIED**

Country of former nationality:
PAKISTAN

USCIS Registration No. A099604900

I verify that the description given is true, and that the photograph affixed
hereto is a likeness of me:

Huneen Ahmad
(Complete and true signature of holder)

Do it known that, pursuant to an application filed with the Secretary of
Homeland Security

at: **NEWARK, NEW JERSEY**

The Secretary having found that:

HUNEEN AHMAD

residing at: **ELIZABETH, NEW JERSEY**

having complied in all respects with all of the applicable provisions of the
naturalization laws of the United States, being entitled to be admitted as
a citizen of the United States, and having taken the oath of allegiance at a
ceremony conducted by

US DISTRICT COURT, NEW JERSEY

at: **NEWARK, NEW JERSEY**

on: **FEBRUARY 09, 2015**

such person is admitted as a citizen of the United States of America.

Janet Shilling

U. S. Citizenship and Immigration Services



ALTERATION OR MISUSE OF THIS DOCUMENT
IS A FEDERAL OFFENSE AND PUNISHABLE BY LAW

DEPARTMENT OF HOMELAND SECURITY

FORM 1550 (REV. 11/12)

Promissory Note

March 9, 2016

FOR VALUE RECEIVED, the undersigned, ARN Bangla Group Inc. dba City Convenience Store., duly organized Massachusetts Corporation ("Buyer") promises to pay to the order of Mirza Baig Corporation, the principal sum of [seventy eight four hundred thirty three dollars and sixty one cents \$78,433], as follows: \$5000.00 at the sign of this agreement, \$13, 433.61 April 1-5, \$20,000 May 1-5, \$20,000 June 1-5, \$20,000 July 1-5.

In the event of any default by the undersigned in the payment of principal when due or in the event of the suspension of actual business, insolvency, assignment for the benefit of creditors, adjudication of bankruptcy, or appointment of a receiver, of or against the undersigned, the unpaid balance of the principal sum of this promissory note shall at the option of the holder become immediately due and payable and the amount then due shall accrue interest until payment at the rate of eighteen percent (18%) per annum or the highest rate permitted by law, whichever is less. If buyer does not pay for any reason Mirza Baig Corporation will recover ownership of City Convenience Store.

Borrower and all other persons who may become liable for the payment hereof severally waive demand, presentment, protest, notice of dishonor or nonpayment, notice of protest, and any and all lack of diligence or delays in collection which may occur, and expressly consent and agree to each and an extension or postponement of time of payment hereof from time to time at or after maturity or other indulgence, and waive all notice thereof.

In case suit or action is instituted to collect this note, or any portion hereof, Borrower promises to pay such additional sum, as the court may adjudge reasonable, for attorneys' fees in said proceedings. The buyer shall not transfer or sell the business until the debt is paid in full. The buyer must have insurance at all times.

This note is made and executed under, and is in all respects governed by, the laws of the State of Massachusetts.

Maymuddin Hossain

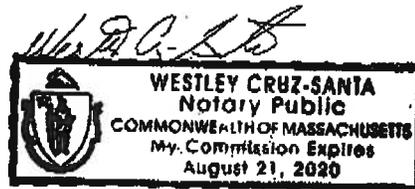
Maymuddin Hossain, Treasurer

Keval Kormi

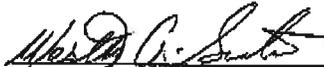
Witness

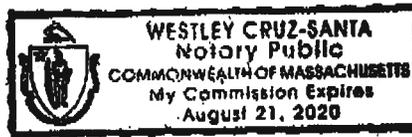
(STATE OF Massachusetts)

COUNTY OF Suffolk



On March 19th, 2016, before me personally
appeared Hossain, Maynuddin, to me known and
known by me to be the person who executed the foregoing and duly acknowledged to me
the execution of the same.


Notary Public



LEASE for NAGOG MALL

**KVA NAGOG LLC and ALEVIZOS NAGOG LLC
(tenants in common, "LANDLORD")**

AND

SHARA CORPORATION

DATED as of MARCH _____, 2016

TABLE OF CONTENTS

1. Premises and Commencement
2. Term
3. Rent
4. Delinquent Payment; Handling Charges.
5. Security Deposit
6. Real Estate Taxes and Utilities
7. Improvements; Alterations; Repairs; Maintenance
8. Use and Hazardous Materials
9. Assignment and Subletting
10. Insurance; Waivers; Subrogation; Indemnity
11. Rights of Landlord's Mortgagee
12. Rules and Regulations
13. Condemnation
14. Fire or Other Casualty
15. Tenant's Personal Property Taxes
16. Events of Default
17. Remedies
18. Payment by Tenant; Non-Waiver
19. Surrender of Premises
20. Holding Over
21. Certain Rights Reserved by Landlord
22. Intentionally Delete
23. Affirmative Covenants.
24. Negative Covenants
25. Miscellaneous
 - (a) Landlord Transfer
 - (b) Landlord's Liability
 - (c) Force Majeure
 - (d) Brokerage
 - (e) Estoppel Certificates
 - (f) Notices
 - (g) Severability
 - (h) Amendments; and Binding Effect
 - (i) Quiet Enjoyment
 - (j) No Merger
 - (k) No Offer
 - (l) Entire Agreement
 - (m) Waiver of Jury Trial
 - (n) Governing Law
 - (o) Joint and Several Liability
 - (p) Landlord's Fees
 - (q) Telecommunications.
 - (r) Confidentiality.
 - (s) Tenant's Restriction.
 - (t) Time of Essence
 - (u) Security
 - (v) Corporate Approval
 - (w) Termination Fee

- (x) **Parking**
- (y) **Definition of Landlord**

26. Reconfiguration

- Exhibit A Plan of Premises**
- Exhibit A-1 Site Plan of Shopping Center**
- Exhibit B RENEWAL OPTION**
- Exhibit C Rules and Regulations**
- Exhibit D CAM**
- Exhibit E Guaranty**

PART I: SUMMARY OF TERMS

This Lease is made between a Landlord and Tenant identified in subsections B and C next appearing below, respectively, and covers the Premises in subsection D next appearing below and includes the "Definitions and Special Provisions" upon the terms and conditions hereinafter set forth.

DEFINITIONS AND SPECIAL PROVISIONS

A. Date of this Lease: **MARCH _____ 2016**

B. Landlord:
Name: **KVA Nagog LLC and Alevizos Nagog LLC (Tenants in Common)**

Address: **275 REGATTA DR
JUPITER FL. 33477**

Telephone: **561.743.3721**

Notice shall also be delivered to:

Michael Peirce, Esq.
60 Walnut Street Floor 4
Wellesley, MA 02481
Phones: 781-239-0400

Rental Payment
Information:
Make checks payable to: **KVA NAGOG LLC**

Address: **275 REGATTA DR
JUPITER FL. 33477**

C. Tenant:

SHARA CORPORATION
46 MONTELLO ST.
BROCKTON, MASS. 02301
Phone: 508-826-5559

HUNEEN AHAMAD
65 RAINTREE CIR. APT H
BROCKTON, MASS. 02302
Phone: 508-826-5559

MIZRA TANVEER
65 RAINTREE CIR. APT H
BROCKTON, MASS. 02302
Phone: 508-826-5559

NOTICE AFTER LEASE COMMENCEMENT:
SHARA CORPORATION
46 MONTELLO ST.
BROCKTON, MASS. 02301
Phone: 508-826-555

D. Premises: Approximately 3832 rentable square feet of floor space situated at Nagog Mall as shown on Exhibit A, Tenant will lease the entire premises and will be responsible for the care and upkeep of the premises and surrounding area according to the provisions of this lease.

E. Lease Commencement Date: _____ **2016**; Tenant and Landlord will execute a separate letter indicating the opening date.

E-1. Rent Commencement Date: Subject to the provision of paragraph G below, rent commencement shall begin on the first to occur of (i) the first day of the calendar month following the opening to the general public, or (ii) **AUGUST 1, 2016** (the "**Rent Commencement Date**").

F. Expiration Date: 120 months (10 years after Rent Commencement).

G. Base Rent: Tenant shall begin paying rent starting on the Rent Commencement Date. Year 2 rents shall begin 12 months after the Rent Commencement Date. All rents shall be due and payable on the First Day of each month. **THE LEASE WILL BE A GROSS LEASE EXCEPT FOR SNOW REMOVAL and TAXES WILL BE IN ADDITION TO THE FIXED RENT.** In subsequent years OF THE RENEWAL OPION PERIOD, the Rent will increase by 2.5% per year. The TABLE below outlines Rent for each year if the Taxes and Snow do not change.

YEAR	MONTHLY	EST SNOW & TAXES	TOTAL MONTHLY
<u>1</u>	\$ 5000	\$ 1165.73	6165.73
<u>2</u>	\$ 5125	\$ 1165.73	6290.73
<u>3</u>	\$ 5253	\$ 1165.73	6418.73
<u>4</u>	\$ 5384	\$ 1165.73	6549.73
<u>5</u>	\$ 5520	\$ 1165.73	6685.73
<u>6</u>	\$ 5657	\$ 1165.73	6822.73
<u>7</u>	\$ 5798	\$ 1165.73	6963.73
<u>8</u>	\$ 5943	\$ 1165.73	7108.73
<u>9</u>	\$ 6092	\$ 1165.73	7257.73
<u>10</u>	\$ 6244	\$ 1165.73	7409.73

G-1. Percentage Rent: Tenant shall pay additional rent of Percent Rent based on whether the following percentages of sales exceed Base Rent. To the extent they exceed Base Rent, Tenant shall pay additional rent to Landlord without setoffs or deductions at the rate of 0% of sales compared to Base Rent as outlined in Part II of the Lease.

H. Tenant'S Pro Rata Share of the Expenses, Limited to Snow Removal estimated at 3832/53533 or 7.2% estimated at \$1.75 per square foot or \$559.00 per month.

H-1. Taxes: TENANT TO PAY PRO RATA SHARE OF TAXES Tenant's Current Proportionate Share is 3832/38100 or 10.1% estimated at \$1.90 per square foot or \$606.73

- SEE PART 2 OF THE LEASE

Utilities: Tenant will pay all utility bills directly to the vendor when possible. Water, electric and any other utility directly attributed to the use of the space shall be paid by Tenant to the Authority providing such Utilities. Currently, the Sewer bill for the premises is billed directly to the Landlord and paid by the Landlord. So long as the Tenant only has Rest Rooms for sewer usage, all Sewer costs will be included in the rent. However, if usage expands, the Tenant will pay 1/12th of the Sewer bill on a monthly basis to the Landlord as additional rent and which amount will be adjusted for the actual Annual Sewer bill for the building. Any differences shall be reconciled at the end of each year and Landlord will either credit or bill Tenant for the difference. Billing is paid by Landlord on a quarterly basis. Landlord may adjust the Monthly bill paid by Tenant based on the actual results of the most recent quarterly bill.

I. Tenant Improvements: Tenant will accept the Premises in "as is condition". Tenant will remodel the space according to Plans and Specifications that will be submitted to and approved by the Landlord which approval shall not be unreasonably withheld. Landlord will approve or comment on plans within five business days of receipt. Tenant shall show evidence of final lien releases and of completion (such as issuance of a certificate of occupancy). Tenant will file for permits within 30 days following lease signing. Tenant will complete all construction within 90 days following receipt of Permit. If permit is not received within 60 days following lease signing, Landlord may cancel this Lease at its sole discretion. Tenant will pay for all Permit, design fees and all other costs of construction. Landlord will not contribute to costs of construction.

I-1. na

J. Security Deposit and First Month's Rent:

SECURITY DEPOSIT: \$6,500.00

FIRST MONTH'S RENT: \$6,165.73

TOTAL DUE AT SIGNING: \$12,665.73

K. Guarantors: **HUNEEN AHAMAD AND MIZRA TANVEER**

L. Use of Premises: An **American Convenience** store and no other. Tenant agrees to not offer Indian goods for foods for sale as there is an Indo Convenience store in the center now. The premises shall be completed and maintained in a manner consistent with professional convenience stores.

M. Broker's Commission: As part of the consideration for the granting of this Lease, Landlord and Tenant represent and warrant to each other that no broker or agent negotiated or was instrumental in negotiation or consummation of this Lease except NA. (the "**Broker**") and Landlord and Tenant agree to indemnify each other against any other loss, expense, cost or liability incurred as a result of a claim by any other broker or finder claiming through such party. Landlord will compensate said Broker based on a previously agreed schedule.

N. Other Special Provisions:

(1) NA

(2) Tenant shall place signage on the building and at the entrance at its sole cost and expense which sign shall conform to the building standard signs and local ordinances and must be approved by Landlord who will be reasonable in said approval.

O. General Provisions: The General Provisions follow as Part II of the lease and incorporated herein, along with all Exhibits that follow this Agreement.

P. Security Agreement. This Lease shall constitute a security agreement as defined under the Massachusetts Uniform Commercial Code, as amended, and Tenant hereby grants to Landlord, and Landlord has and may enforce a security interest in, all furniture, furnishings, fixtures and equipment, and personal property of any nature or description (including the Liquor License), now or hereafter installed or stored on the Premises, and all appurtenances thereto, thereon or therein now or hereafter in, on, or used in, the enjoyment, rental, operation, development and/or maintenance of the Premises ("**Collateral**"). Tenant agrees to do whatever Landlord may request from time to time by way of obtaining, executing, delivering and filing financing statements and other notices and amendments and renewals thereof, and take any and all steps and observe such formalities as Landlord may request in order to create and maintain a valid and enforceable lien upon, pledge of, and first priority security interest in, any and all of the Collateral. Tenant hereby irrevocably authorizes Landlord at any time and from time to time to file in any Uniform Commercial Code jurisdiction, without Tenant's signature, any initial financing statements and amendments thereto that (a) indicate the Collateral (i) as all assets of Tenant or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the Massachusetts Uniform Commercial Code or such jurisdiction, or (ii) as being of an equal or lesser scope or with greater detail, and (b) contain any other information required by the Massachusetts Uniform Commercial Code for the

sufficiency or filing office acceptance of any financing statement or amendment, including (i) whether Tenant is an organization, the type of organization and any organization identification number issued to Tenant and, (ii) in the case of a financing statement filed as a fixture filing or indicating Collateral as extracted collateral, a sufficient description of real property to which the Collateral relates. Tenant agrees to furnish any such information to Landlord promptly upon request. All charges, expenses and fees Landlord may incur in filing any of the foregoing, together with reasonable costs and expenses of any lien search required by Landlord, and any taxes relating thereto, shall be charged to Tenant as additional rent.

PART II: GENERAL LEASE PROVISIONS

1. Premises and Commencement.

(a) **Lease Grant.** Subject to the terms of this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, the Premises is shown on Exhibit A and Exhibit A-1 (as the same may be altered, enlarged, or reduced from time to time by Landlord, the "**Shopping Center**") in the sole discretion of Landlord.

(b) **Acceptance of Premises.** Except as otherwise expressly provided in this Lease, Tenant hereby accepts the Premises in their "**AS-IS**" condition.

(c) **Commencement.** The term "**Commencement Date**" shall mean the date of the execution of this Lease by Landlord and Tenant. The Rent Commencement Date shall be defined in Part I: Summary of Terms, above.

2. **Term.** The term of this Lease shall be as indicated in Part I of the Lease, commencing on the Rent Commencement Date as indicated in Part I of the Lease (the "**Term**"). The "**Term**" shall include all extensions of the initial Term, if any. "**Lease Year**" means each successive 12 month period commencing on the Rent Commencement Date.

3. Rent.

(a) **Base Rent.** "**Base Rent**" shall mean the amounts for the periods set forth in Paragraph G of Part I, Summary of Terms, above.

(b) **Percentage Rent.** NA

4. **Delinquent Payment; Handling Charges.** All past due payments required of Tenant hereunder shall bear interest from the date due (or, if applicable, the end of any notice and grace period after the date due) until paid at the lesser of 15% per annum or the maximum lawful rate of interest; additionally, Landlord shall (if payment is not received within five (5) days of the date due) charge Tenant a fee equal to 3% of the delinquent payment; and finally, Landlord shall charge Tenant a fee of \$100.00 for any check returned to Tenant as a result of insufficient funds. In no event, however, shall the charges permitted under this Section 4 or elsewhere in this Lease, to the extent they are considered to be interest under law, exceed the maximum lawful rate of interest.

If more than two past due payments occur during the Term or the Renewal Term as required of Tenant such subsequent payments shall bear interest from the date due (or, if applicable, the end of any notice and grace period after the date due) until paid at the greater of 18% per annum or the maximum lawful rate of interest; additionally, Landlord shall (if payment is not received within five (5) days of the date due) charge Tenant a fee equal to 10% of the delinquent payment; and finally, Landlord shall charge Tenant a fee of \$100.00 for any check returned to Tenant as a result of insufficient funds. In no event, however, shall the charges permitted under this Section 4 or elsewhere in this Lease, to the extent they are considered to be interest under law, exceed the maximum lawful rate of interest.

5. **Security Deposit.** Contemporaneously with the execution of this Lease, Tenant shall pay to Landlord the Security Deposit, as provided in Part I: Summary of Terms above, which shall be held by Landlord to secure Tenant's performance of its obligations under this Lease. The Security Deposit is not an advance payment of Rent or a measure or limit of Landlord's damages upon an Event of Default (defined in Section 16). Landlord may, from time to time and without prejudice to any other remedy, use all or a part of the Security Deposit to perform any obligation Tenant fails to perform hereunder so long as written notice has been sent to Tenant according to the provisions of this lease. Following any such application of the Security Deposit, Tenant shall pay to Landlord without demand the amount so applied in order to restore the Security Deposit to its original amount. Landlord will notify tenant of any property and grounds repair and/or maintenance obligations they feel need to be performed, Tenant will have a 7 day Right to Cure before Landlord performs these obligations using part or all of the Security Deposit.

The Security Deposit may be commingled with other funds and no interest shall be paid thereon. If Landlord transfers the Security Deposit to Landlord's successor in interest hereunder, then Landlord thereafter shall have no further liability for the return of the Security Deposit. The Security Deposit shall be returned to Tenant thirty (30) days after the date Tenant has vacated the Premises and surrendered possession thereof to Landlord at the expiration of the Term or any renewal or extension thereof as provided herein and has paid Landlord all sums due and owing under this Lease and surrendered the Leased Premises in the condition required by this Lease.

6. Real Estate Taxes and Utilities.

(a) **Real Estate Taxes. H-1. Taxes:** Tenant shall also pay an amount per fiscal year (i.e., July 1 to June 30) equal to the Tenant's Proportionate Share of the Taxes (defined below) for the Shopping Center. Tenant shall pay its portion of the Taxes in the same manner as provided above for Common Area Costs. "Taxes" shall mean taxes, assessments, and governmental charges whether federal, state, county or municipal, and whether they be by taxing districts or authorities presently taxing or by others subsequently created or otherwise, and any other taxes and assessments attributable to Tenant shall also pay an amount per fiscal year (i.e., July 1 to June 30) equal to the Tenant's Proportionate Share of the Taxes for the Shopping Center. Tenant shall pay its portion of the Taxes in the same manner as provided above for Common Area Costs.

"Proportionate Share" shall be the percentage obtained by dividing the number of rentable square feet of area in the Premises by the number of rentable square feet of area in the Shopping Center excluding any freestanding buildings at the present time. Tenant's Current Proportionate Share is **3832/38100 or 10.1%**.

"Taxes" shall mean taxes, assessments, and governmental charges whether federal, state, county or municipal, and whether they be by taxing districts or authorities presently taxing or by others subsequently created or otherwise, and any other taxes and assessments attributable to the Shopping Center (or its operation), excluding, however, penalties and interest thereon and federal and state taxes on income and the income portion of the state corporate excise; and excluding all taxes on the transfer or receipt of assets, (however, if the present method of taxation changes so that in lieu of the whole or any part of any Taxes, there is levied on Landlord a capital tax directly on the rents received therefrom or a franchise tax, assessment, or charge based, in whole or in part, upon such rents for the Shopping Center, then all such taxes, assessments, or charges, or the Tenant shall also pay an amount per fiscal year (i.e., July 1 to June 30) equal to the Tenant's Proportionate Share of the Taxes (defined below) for the Shopping Center. Tenant shall pay its portion of the Taxes in the same manner as provided above for Common Area Costs. "Taxes" shall mean taxes, assessments, and governmental charges whether federal, state, county or municipal, and whether they be by taxing districts or authorities presently taxing or by others subsequently created or otherwise, and any other taxes and assessments attributable to the Shopping Center (or its operation), excluding, however, penalties and interest thereon and federal and state taxes on income and the income portion of the state corporate excise; and excluding all taxes on the transfer or receipt of assets, (however, if the present method of taxation changes so that in lieu of the whole or any part of any Taxes, there is levied on Landlord a capital tax directly on the rents received therefrom or a franchise tax, assessment, or charge based, in whole or in part, upon such rents for the Shopping Center, then all such taxes, assessments, or charges, or the part thereof so based, shall be deemed to be included within the term "Taxes" for purposes hereof.

(b) **Utilities.** Tenant shall contract directly with applicable providers for all utility services (including, without limitation, water, gas, and electricity, but excluding sanitary sewer services, which Landlord shall cause to be provided), and pay the bills therefore promptly upon receipt of the same. At Landlord's election, Landlord shall either send the bills for the sewer service directly to Tenant, and Tenant shall pay the owner of the sewer treatment plant directly, or else Landlord shall invoice Tenant for the monthly cost of the sewer service based on the previous period's Sewer Bill (and include with said invoice a copy of any bill from the provider, and Landlord's calculation of the amount due from Tenant) and Tenant shall pay Landlord. Landlord shall in no event ever be liable to Tenant for the interruption of such Sewer services or other Utilities, unless interruption is a result of direct negligence from landlord. In the event, the Sewer authority allows for billing directly to the Tenant, Landlord, at his sole discretion, may assign the bill directly to the Tenant for payment.

7. **Improvements; Alterations; Repairs; Maintenance.**

- (a) **Improvements; Alterations.** Except as provided in Part I: Summary of Terms (paragraph I), all alterations and improvements to the Premises shall be installed at Tenant's expense only; and for improvements costing more than \$5000 in accordance with plans and specifications which have been previously submitted to and approved in writing by Landlord which approval shall not be unreasonably withheld, conditioned, or delayed. No alterations or physical additions in or to the Premises costing in excess of \$5,000 may be made without Landlord's prior written Consent, which shall not be unreasonably withheld, conditioned or delayed. **All personal property, moveable trade fixtures, furniture and equipment in or upon the Premises shall, at Landlord's option either be removed by Tenant prior to the end of the Tenancy (and Tenant shall repair all damage caused thereby}, or shall remain on the Premises at the end of the term at Landlord's sole discretion.** All alterations additions, and improvements shall be constructed, maintained, and used by Tenant at its risk and expense, and must be in accordance with all laws. Landlord's approval of the plans and specifications therefore shall not be a representation by Landlord that such alterations, additions or improvements comply with any law.
- (b) **However, if Tenant is current for the full term of the lease. Tenant may retain all non-attached fixtures or improvements and all furnishings and equipment that are not attached. However in the event of a default by Tenant, all FF&E shall remain in the premises whether the default is in the Primary or Renewal Term.**
- (b) Repairs; Maintenance.

It is understood and agreed that the Landlord is not responsible for making any repairs whatsoever to the Premises, except for: (i) repairs necessitated by Landlord's own negligence, or willful misconduct, or the negligence or willful misconduct of its employees or agents, (ii) maintenance and repair of the roof and all structural elements other than the floor and outdoor decks; provided however, that Landlord shall not be responsible for repairing damage caused by Tenant, or its employees, contractors, or agents; and further provided that Tenant shall notify Landlord before Tenant, or its employees, contractors, or agents, access the roof, and Landlord shall accompany and supervise any such access to the roof and any work done thereon, including, without limitation, installation or other work regarding satellite dishes, or television antennas, or the like, and, with regard to mechanical repairs of HVAC equipment on the roof, Tenant shall allow Landlord to perform such work, using Landlord's vendor, and Landlord shall invoice Tenant for the reasonable cost thereof. Notwithstanding the above Tenant may use its own contractors for maintenance and repair of HVAC and all other equipment so long as Landlord shall provide prior written approval of said contractors. Landlord will be reasonable in said approval

(c) **Performance of Work.** Tenant shall cause all contractors and subcontractors to procure and maintain insurance coverage naming Landlord and any of Landlord's agents specified by Landlord as additional insured against such risks, in such amounts, and with such companies as Landlord may reasonably require or approve. All such work shall be performed in accordance with all legal requirements and in a good and workmanlike manner so as not to damage the Premises, or the components thereof. Tenant shall provide sworn statements, including the names, addresses and copies of contracts for all contractors, and upon completion of any work shall promptly furnish Landlord with sworn owner's and contractor's statements and full and final waivers of lien covering all labor and materials included in the work in question.

(d) **Mechanic's Liens.** Tenant shall not permit any mechanic's liens to be filed against the Premises or the Shopping Center for any work performed, materials furnished, or obligation incurred by or at the request of Tenant. If such a lien is filed, then Tenant shall within ten (10) days after Landlord has delivered notice of the filing thereof to Tenant, either pay the amount of the lien or diligently contest such lien and deliver to Landlord a bond or other security reasonably satisfactory to Landlord. If Tenant fails to timely take either such action, then Landlord may pay the lien claim, and any amounts so paid, including expenses and interest, shall be paid by Tenant to Landlord within ten (10) days after Landlord has invoiced

Tenant therefor.

(e) **Landlord's Right of Access.** Without notice to Tenant during normal business hours, Landlord may enter the Premises at any reasonable time for the purposes of inspecting the same, or making repairs or additions to the Premises or other premises, or showing the Premises to prospective purchasers, lessees or lenders, provided the same shall not unreasonably interfere with Tenant's business or the Permitted Use of the Premises. Landlord agrees to be discreet and not interfere with the conduct of business, clientele or preparation for customer business.

(f) **Signs** Tenant shall have no signage rights without Landlord's prior written approval, which shall not be unreasonably withheld or denied, and provided that such signage complies with all applicable legal requirements.

8. Use and Hazardous Materials

(a) **Use.** Tenant shall continuously occupy and use the Premises only for the operation AMERICAN CONVENIENCE STORE (the "Permitted Use") and for no other purposes whatsoever. **Tenant may offer Beer and Wine subject to municipal approvals. Tenant will not operate as a grocer with food preparation. Any such use may trigger the need for additional Sewer capacity. Tenant will be responsible for any hook up or operating costs of additional sewer capacity and understands that no such capacity may be available now or in the future. Tenant's proposed use is approved, but Tenant may not substantially change the concept in a manner that causes a violation of existing (as of the date hereof) exclusions granted by Landlord to other tenants in the Shopping Center and without Landlords permission in writing, landlord review and approval should not be unreasonably withheld or delayed.** Tenant shall comply with all laws, orders, rules, and regulations relating to the use, maintenance, condition, access to, and occupancy of the Premises. Tenant shall, in good faith, continuously throughout the Term carry on in the entire Premises the type of business for which the Premises are leased so as to produce the maximum Gross Sales, and shall, except for national holidays on which Tenant chooses to close (provided that such holidays do not generate higher than normal sales volumes for restaurants such as Tenants'), and during, reasonable periods for repairing, cleaning and decorating, keep the Premises open for business with adequate and competent personnel in attendance. **The Premises shall not be used for any use which is disreputable, creates extraordinary fire hazards, or results in an increased rate of insurance on the Premises or the Shopping Center or its contents, or for the storage of any hazardous materials or substances.** If, because of Tenant's acts, the rate of insurance on the Premises or the Shopping Center or its contents increases, then such acts shall be an Event of Default, Tenant shall pay to Landlord the amount of such increase on demand, and acceptance of such payment shall not waive any of Landlord's other rights; provided, however, that Landlord acknowledges and agrees that the use presently being made of the Premises (i.e., as a restaurant and bar). Tenant shall conduct its business and control its agents, employees, and invitees in such a manner as not to create any nuisance or unreasonably interfere with other tenants, invitees, or Landlord in its management of the Shopping Center.

(b) **Hazardous Materials.** Tenant shall not permit the emission, release, threat of release or other escape of any Hazardous Materials (defined below) so as to adversely affect in any manner, even temporarily, any element or part of the Premises or the Shopping Center (together, the "**Property**"). Tenant shall not use, generate, store or dispose of Hazardous Materials in or about the Premises (except for ordinary cleaning supplies which are stored, used and disposed of in compliance with all applicable Environmental Laws (defined below)), or dump, flush or in any way introduce Hazardous Materials (other than common cleaning products which are being disposed of in compliance with all applicable Environmental Laws) into sewage or other waste disposal systems serving the Premises (nor shall Tenant permit its employees, agents or contractors to take any of the foregoing actions). Tenant shall dispose of grease in a manner prescribed by law.

For purposes of this Lease, "**Hazardous Materials**" means, collectively, any animal wastes, medical waste, blood, biohazardous materials, hazardous waste, hazardous substances, pollutants or contaminants, petroleum or petroleum products, radioactive materials, asbestos in any form or condition, or any pollutant or contaminant or hazardous, dangerous or toxic chemicals, materials or substances within the meaning of any applicable federal, State or local law, regulation, ordinance or requirement relating to or imposing liability or standards of conduct concerning any such substances or materials on account of their biological, chemical, radioactive, hazardous or toxic nature, all as now in effect or hereafter from time to time enacted

or amended. For purposes of this Lease, "**Environmental Laws**" means all laws, rules, orders and regulations of federal, state, county, and municipal authorities, concerning any Hazardous Materials whatsoever.

Tenant will indemnify, defend and hold Landlord harmless from and against all claims, loss, costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements, diminution in the value of the Premises or the Property with such value being measured after the clean-up or remediation has completed, it being the parties' intention that the cost of such clean-up or remediation is covered by the next clause of this sentence, costs incurred in connection with any clean-up or remedial work required by any federal, state or local governmental agency) to the extent incurred as a result of any contamination of the Premises or any other portion of the Property with, or any release of, Hazardous Materials by Tenant or Tenant's contractors, licensees, invitees, agents, servants or employees (collectively, the "**Tenant Group**"). Without limiting the foregoing, if the presence of any Hazardous Materials in, on or under the Premises or the Property caused or permitted by any of the Tenant Group results in any contamination of the Premises or the Property or any other property, Tenant shall promptly take all actions at its sole expense as are necessary to return the Premises, the Property and such other property to the condition existing prior to the introduction of any such Hazardous Material by such member(s) of the Tenant Group, provided that Landlord's approval of such action shall first be obtained, which approval shall not be unreasonably withheld, conditioned, or delayed; but, in any event, Landlord reserves the right to perform such clean-up or other work, and charge all reasonable, documented out of pocket cost thereof to Tenant. The obligations of Tenant and Landlord in this Section shall survive the expiration or earlier termination of this Lease and any transfer of title to the Premises, whether by sale, foreclosure, deed in lieu of foreclosure or otherwise.

9. Assignment and Subletting.

(a) Transfers. Except as provided in Section 9(g), Tenant shall not, without the prior written consent of Landlord, (1) assign, transfer, or encumber this Lease or any estate or interest herein, whether directly or by operation of law, (2) permit any other entity to become Tenant hereunder by merger, consolidation, or other reorganization, (3) if Tenant is an entity other than a corporation whose stock is publicly traded, permit the transfer of an ownership interest in Tenant so as to result in a change in the current control of Tenant (unless such ownership interest is transferred pursuant to a public offering, or private venture capital financing), provided however, that transfers on account of the death of an owner of Tenant and transfers directly or indirectly to or with respect to the spouse, lineal descendant or spouse of a lineal descendant of an owner of Tenant, for purposes of an owner's estate planning, shall be permitted upon Tenant's written description thereof delivered to Landlord and shall not be a "**Transfer**" hereunder, (4) sublet any portion of the Premises, (5) grant any license, concession, or other right of occupancy of any portion of the Premises, or (6) permit the use of the Premises by any parties other than Tenant (any of the events listed in Section 9(a)(1) through 9(a)(6) being a "**Transfer**").

(b) Consent Standards. Landlord shall not unreasonably withhold, condition, or delay its consent to any assignment or subletting of the Premises, provided that the proposed transferee (A) is creditworthy, (B) does not have a bad reputation in the Business community, as evidenced by matters appearing of public record (such as newspapers, court documents, television or radio reports, and the like, and the reasonable inferences therefrom), (C) will use the Premises for the Permitted Use, and will not use the Premises in any manner that would conflict with any exclusive use agreement or other similar agreement entered into by Landlord with any other tenant of the Shopping Center, (D) is not a governmental entity, or subdivision or agency thereof, (E) is not another occupant of the Shopping Center or person or entity with whom Landlord is, at the time of Tenant's request, negotiating to lease space in the Shopping Center, and (F) has ample experience and financial strength to run such a restaurant; Otherwise, Landlord may withhold its consent in its sole discretion.

(c) Request for Consent. If Tenant requests Landlord's consent to a Transfer, then, at least 14 business days prior to the effective date of the proposed Transfer, Tenant shall provide Landlord with a written description of all terms and conditions of the proposed Transfer, copies of the proposed documentation, and the following information about the proposed transferee: name and address; reasonably satisfactory information about its business and business history; its proposed use of the Premises; banking, financial, and other credit information; and general references sufficient to enable Landlord to determine the proposed transferee's creditworthiness and character. Concurrently with Tenant's notice of request for

consent to a Transfer, Tenant shall pay to Landlord a fee of \$1,000 to defray Landlord's expenses in reviewing such request, and Tenant shall also reimburse Landlord immediately upon request for its reasonable attorneys' fees (not to exceed \$1000) incurred in connection with considering any request for consent to a Transfer.

(d) **Conditions to Consent.** If Landlord consents to a proposed Transfer, then the proposed transferee shall deliver to Landlord a written agreement whereby it assumes Tenant's obligations hereunder. **No Transfer shall release Tenant or any guarantor from its obligations under this Lease, but rather Tenant and its transferee shall be jointly and severally liable therefor. Landlord's consent to any Transfer shall not waive Landlord's rights as to any subsequent Transfers.** If an Event of Default occurs while the Premises or any part thereof are subject to a Transfer, then Landlord, in addition to its other remedies, may collect directly from such transferee all rents becoming due to Tenant and apply such rents against Rent; provided, however, that such direct payment of rent to Landlord shall not be construed as making the transferee the new Tenant or otherwise construed as releasing Tenant from its obligations hereunder in any manner. Tenant authorizes its transferees to make payments of rent directly to Landlord upon receipt of notice from Landlord to do so following the occurrence of an Event of Default hereunder. Tenant shall pay for the cost of any improvements necessitated by a proposed subletting or assignment.

(e) Intentionally Deleted.

(f) **Additional Compensation.** Tenant shall pay to Landlord, immediately upon receipt thereof, 50% of the amount by which all compensation received by Tenant for a Transfer exceeds the Rent allocable to the portion of the Premises being transferred. If the Transfer is being made in connection with a sale or other transfer of Tenant's business at the Premises, then "all compensation received by Tenant for a Transfer" shall mean all compensation allocable to the Transfer of the Lease, as opposed to the general business value of Tenant's operations. The amount that Tenant must pay under this paragraph shall be reduced by the reasonable, documented out of pocket costs incurred by Tenant with unaffiliated third parties in connection with such Transfer (i.e., brokerage commissions, tenant finish work, reasonable attorney's fees, and the like). This paragraph does not apply to those Permitted Transfers described in Section 9(g)(a), below.

(g) **Permitted Transfers.** Notwithstanding Section 9(a), Tenant may Transfer all, but not less than all, of its interest in this Lease and the Premises (a Permitted Transfer to the following types of entities (a "**Permitted Transferee**") without the written consent of Landlord:

(1) any person or entity, directly or indirectly, controlling, controlled by, or under common control with Tenant (an "**Affiliate**");

(2) any corporation, limited partnership, limited liability partnership, limited liability company or other business entity in which or with which Tenant, or its corporate successors or assigns, is merged or consolidated, in accordance with applicable statutory provisions governing merger and consolidation of business entities, so long as (A) Tenant's obligations hereunder; are assumed by the entity surviving such merger or created by such consolidation; and (B) the Tangible Net Worth (defined below) of the surviving or created entity is not less than the Tangible Net Worth of Tenant as of the date hereof; or

(3) any corporation, limited partnership, limited liability partnership, limited liability company or other business entity acquiring all or substantially all of Tenant's assets if such entity's Tangible Net Worth after such acquisition is not less than Three Million Dollars (\$3,000,000.00).

Tenant shall promptly notify Landlord of any such Permitted Transfer. Tenant shall remain liable for the performance of all of the obligations of Tenant hereunder, or if Tenant no longer exists because of a merger, consolidation, or acquisition, the surviving or acquiring entity shall expressly assume in writing the obligations of Tenant hereunder. Additionally, the Permitted Transferee shall comply with all of the terms and conditions of this Lease, including the Permitted Use, and the use of the Premises by the Permitted Transferee may not violate any other agreements affecting the Premises, the Shopping Center, Landlord or other tenants of the Shopping Center. At least 30 days after the effective date of any Permitted Transfer, Tenant agrees to furnish Landlord with copies of the instrument effecting any of the foregoing Permitted

Transfers and documentation establishing Tenant's satisfaction of the requirements set forth above applicable to any. The occurrence of a Permitted Transfer shall not waive Landlord's rights as to any subsequent Transfers. "**Tangible Net Worth**" means the excess of total assets over total liabilities, in each case as determined in accordance with generally accepted accounting principles consistently applied ("**GAAP**"), excluding, however, from the determination of total assets all assets which would be classified as intangible assets under GAAP including goodwill, licenses, patents, trademarks, trade names, copyrights, and franchises. Any subsequent Transfer by a Permitted Transferee shall be subject to the terms of this Section 9. In no event shall a transfer to a permitted Transferee release any guarantor of this Lease of its obligations under its guaranty agreement.

10. Insurance; Waivers; Subrogation; Indemnity.

(a) Insurance. Tenant shall maintain throughout the Term the following insurance policies: (1) commercial general liability insurance providing coverage in amounts of not less than a combined single limit of \$3,000,000, or such other amounts as Landlord may from time to time reasonably require, insuring Tenant, Landlord; Landlord's agents and their respective Affiliates (defined in Section 9(g)(1), above) against all liability for bodily injury and disease, including death resulting therefrom, personal injury and property damage arising from the use and occupancy of the Premises, and containing a waiver of subrogation endorsement acceptable to Landlord, (2) insurance covering the full value of Tenant's property and improvements, and other property (including property of others) in the Premises, (3) contractual liability insurance sufficient to cover Tenant's indemnity obligations hereunder, (4) worker's compensation insurance, (5) loss of rent insurance for at least 12 months of rent naming Landlord as payee for loss of rents and (6) all risk casualty insurance in an amount not less than the full replacement value of the Building and its contents, and subject to a deductible selected by Tenant but in no event greater than \$2,500.00 naming Landlord as an additional insured as its interest may appear, with payment in the event of loss to be made first to Landlord. Tenant's insurance shall provide primary coverage to Landlord when any policy issued to Landlord provides duplicate or similar coverage and in such circumstance Landlord's policy will be excess over Tenant's policy. Tenant shall furnish to Landlord certificates of such insurance and such other evidence satisfactory to Landlord of the maintenance of all insurance coverage required hereunder, and Tenant shall obtain a written obligation on the part of each insurance company to notify Landlord at least thirty (30) days before cancellation or a material change of any such insurance policies. All such insurance policies shall be in form, and issued by companies, reasonably satisfactory to Landlord.

(a-1) Landlord may but is not obligated to offer Insurance coverage through its carrier for part or all of (5) and (6) and (2) above at its discretion. Tenant is not obligated to ask for nor accept such offers. It is understood that such coverage may be part of the Landlord's "blanket" coverage and Landlord will be allowed to add on 10% for any such coverage provided. If Tenant accepts such coverage, Tenant will pay such share of this expense monthly in advance. Tenant may cancel said coverage 30 days or more prior to any billing anniversary, whether annually, quarterly or semi-annually. If Tenant chooses to cover the premises through its own carrier, Tenant will submit quarterly or annual Certificates of Insurance that will verify coverage as required in (1) above.

(b) Waiver of Negligence; No Subrogation. Landlord and Tenant each waive any claim it might have against the other for any injury to or death of any person or persons or damage to or theft, destruction, loss, or loss of use of any property to the extent the same is insured against under any insurance policy that covers the Premises, Landlord's or Tenant's fixtures, personal property, leasehold improvements, or business, or is required to be insured against under the terms hereof, regardless of whether the negligence of the other party caused such loss. Each party shall cause its insurance carrier to endorse all applicable policies waiving the carrier's rights of recovery under subrogation or otherwise against the other party.

(c) Tenant's Indemnity. Subject to Section 10(b), Tenant shall defend, indemnify, and hold harmless Landlord and its representatives and agents from and against all third party claims or demands (including reasonable attorneys fees in connection therewith) for Loss. (defined in Section 10(b), above) caused by (i) an occurrence on the Premises, or (ii) the negligence or willful misconduct of Tenant or its agents, or (iii) Tenant's failure to perform its obligations under this Lease, all except to the extent caused by negligence or

willful misconduct of Landlord or its agents. If Landlord shall have to sue Tenant to enforce this indemnity and if Landlord prevails in such suit, then Tenant shall reimburse Landlord for its reasonable attorneys' fees in bringing such action. This indemnity provision shall survive termination or expiration of this Lease.

(d) Landlord's Indemnity. Subject to Section 10(b), Landlord shall defend, indemnify, and hold harmless Tenant and its representatives and agents from and against all third party claims or demands (including reasonable attorneys' fees in connection therewith) for Loss (defined in Section 10(b), above) caused by the negligence or willful misconduct of Landlord or its agents; employees, or contractors, except to the extent caused by the negligence or willful misconduct of Tenant or its agents, employees, or contractors. If Tenant shall have to sue Landlord to enforce this indemnity and if Tenant prevails in such suit, then Landlord shall reimburse Tenant for its reasonable attorneys' fees in bringing such action. This indemnity provision shall survive termination or expiration of this Lease.

11. Rights of Landlord's Mortgagee.

(a) Subordination. This Lease shall be subordinate to any deed of trust, mortgage, or other security instrument, or any ground lease (and to any modifications, amendments, refinancing, or replacements thereof), that now covers all or any part of the Premises (the mortgagee under any such mortgage or deed of trust or other security instrument, and the ground landlord under any such ground lease, if any, is referred to herein as the "**Present Mortgagee**"), or hereafter covers all or any part of the Premises (the mortgagee under any such mortgage or deed of trust or other security instrument, and the ground landlord under any such ground lease is referred to herein as the "**Future Mortgagee**"; the Present Mortgagee and the Future Mortgagee are hereinafter referred to, separately and collectively, the "**Mortgagee**"); provided, however, that with respect to the Future Mortgagee Landlord shall first obtain a so-called subordination, nondisturbance and attornment agreement ("**SNDA**") in favor of Tenant from the Future Mortgagee. Upon Tenant's request, Landlord shall use commercially reasonable, diligent efforts to obtain an SNDA from the Present Mortgagee, if any. In any event, Tenant shall enter into an SNDA if the Mortgagee so requests, the SNDA shall be Mortgagee's form of SNDA. If any Mortgagee shall request that Tenant sign an SNDA, then Tenant shall be obligated to sign it within fifteen (15) days of receiving it, and failure to so sign shall be an Event of Default hereunder.

(b) Notice to Mortgagee. Tenant shall not seek to enforce any remedy it may have for any default on the part of the Landlord without first giving written notice by certified mail, return receipt requested, specifying the default in reasonable detail, to any Mortgagee whose address has been given to Tenant in writing, and affording such Mortgagee a reasonable opportunity to perform Landlord's obligations hereunder.

12. Rules and Regulations. Tenant shall comply with the rules and regulations attached hereto as Exhibit C. Landlord may, from time to time, change such rules and regulations for the safety, care, or cleanliness of the Premises and related facilities, provided that such changes will not unreasonably interfere with Tenant's use of the Premises, and further provided that all rules and regulations shall be, both in enactment and enforcement, non-discriminatory as to tenants similarly situated. Tenant shall be responsible for the compliance with such rules and regulations by its employees, agents, and invitees.

13. Condemnation.

(a) Total Taking. If the entire Building or Premises are taken by right of eminent domain or conveyed in lieu thereof (a "**Taking**"), this Lease shall terminate as of the date of the Taking.

(b) Partial Taking- Tenant's Rights. If any part of the Premises becomes subject to a Taking and such Taking will prevent Tenant from conducting its business in the Premises in a manner reasonably comparable to that conducted immediately before such Taking for a period of more than one hundred eighty (180) days, then Tenant may terminate this Lease as of the date of such Taking by giving written notice to Landlord within thirty (30) days after the Taking, and Tenant's receipt of adequate written notice thereof, and Rent (as defined in Section 3(c), and thus including Tenant's payment of applicable Taxes) shall be apportioned as of the date of such Taking. If Tenant does not terminate this Lease, then Rent shall be abated on a reasonable basis as to that portion of the Premises rendered untenable by the Taking.

(c) **Partial Taking Landlord's Rights.** If any material portion, but less than all, of the Premises becomes subject to a Taking ("material portion" meaning such portion as would entitle Tenant to an abatement of 10% or more of Rent for a period of more than one (1) year), or if Landlord is required to pay 20% or more of any of the proceeds received for a Taking to a Landlord's Mortgagee, then Landlord may terminate this Lease by delivering written notice thereof to Tenant within thirty (30) days after such Taking, and Rent shall be apportioned as of the date of such Taking. If Landlord does not so terminate this Lease, then this Lease will continue, but if any portion of the Premises has been taken, Rent shall abate as provided in the last sentence of Section 13(b).

(d) **Award.** If any Taking occurs, then Landlord shall receive the entire award or other compensation for the Premises, and Tenant may separately pursue a claim (to the extent it will not reduce Landlord's award) against the condemnor for the value of Tenant's personal property which Tenant is entitled to remove under this Lease, moving costs, loss of business, and other claims it may have.

14. Fire or Other Casualty.

(a) **Repair Estimate.** If the Premises are damaged by fire or other casualty (a "Casualty"), Landlord shall, within thirty (30) days after such Casualty, deliver to Tenant a good faith estimate (the "Damage Notice") of the time needed to repair the damage caused by such Casualty, together with a written account of the basis for such estimation.

(b) **Tenant's Rights.** If any portion of the Premises is damaged by Casualty such that Tenant is prevented from conducting its business in the Premises in a manner reasonably comparable to that conducted immediately before such Casualty and Landlord estimates that the damage caused thereby cannot be repaired within one hundred eighty (180) days after the Casualty, then Tenant may terminate this Lease by delivering written notice to Landlord of its election to terminate within thirty (30) days after the Damage Notice has been delivered to Tenant. If Tenant does not so timely terminate this Lease, then (subject to Section 14(c)) Landlord shall repair the Premises, as provided below, and Rent (as defined in Section 3(c), and thus including Tenant's payment of applicable Taxes) for the portion of the Premises rendered untenable by the damage shall be abated on a reasonable basis from the date of damage until the completion of the repair, unless Tenant willfully caused such damage, in which case, Tenant shall continue to pay Rent without abatement.

(c) **Landlord's Rights.** If a Casualty damages a material portion of the Premises ("material portion" meaning such portion as would entitle Tenant to an abatement of 10% or more of Rent), and Landlord has estimated that the damage caused thereby cannot be repaired within one hundred eighty (180) days after the casualty, or if Landlord is required to pay 20% or more of any insurance proceeds arising out of the Casualty to a Landlord's Mortgagee, then Landlord may terminate this Lease by giving written notice of its election to terminate within thirty (30) days after the Damage Notice has been delivered to Tenant, and Rent shall be abated as of the date of the Casualty.

(d) **Repair Obligation.** If neither party elects to terminate this Lease following a Casualty, then Landlord shall, within a reasonable time after such Casualty, begin to repair the Premises and shall proceed with reasonable diligence to restore the Premises to substantially the same condition as it existed immediately before such Casualty; however (a) Landlord shall not be required to repair or replace any of the furniture, equipment, fixtures, and other improvements which may have been placed by, or at the request of, Tenant in the Building or the Premises, and (b) Landlord's obligation to repair or restore the Premises shall be limited to the extent of the insurance proceeds actually received by Landlord for the Casualty in question. Landlord and Tenant each agree to cooperate and to provide adequate and reasonable notice to the other (e.g., before Landlord enters the Premises to make any repairs, if Tenant is still occupying the Premises) throughout the period required for repair.

15. **Tenant's Personal Property Taxes.** Tenant shall be liable for all taxes levied or assessed against personal property, furniture, or fixtures placed by Tenant in the Premises. If any taxes for which Tenant is liable are levied or assessed against Landlord or Landlord's property and Landlord elects to pay the same, or if the assessed value of Landlord's property is increased by inclusion of such personal property, furniture or fixtures and Landlord elects to pay the taxes based on such increase, then Tenant shall pay to Landlord, upon demand the part of such taxes for which Tenant is primarily liable hereunder; however, Landlord shall not pay such amount if Tenant notifies Landlord that it will contest the validity or amount

of such taxes before Landlord makes such payment, and thereafter diligently proceeds with such contest in accordance with law and if the non-payment thereof does not pose a threat of loss or seizure of any part of the Premises or interest of Landlord therein.

16. Events of Default. Each of the following occurrences shall be an "Event of Default":

(a) Tenant's failure to pay Rent within five (5) days after Landlord has delivered notice to Tenant that the same is due; however, an Event of Default shall occur hereunder without any obligation of Landlord to give any notice if Landlord has given Tenant written notice under this Section 16(a) on more than one occasion during the twelve (12) months immediately preceding such failure by Tenant;

(b) Tenant's failure to perform, comply with, or observe any agreement or obligation of Tenant under this Lease other than the payment of Rent and, after Landlord has delivered written notice of such failure to Tenant, the continuance of such failure (i) for five (5) days, if this Lease provides (including, without limitation in Section 25(e) and (p)) a definite time period for such performance or compliance, and (ii) for a period of thirty (30) days where this Lease does not provide a definite time period for such performance or compliance; provided, however, that if, in this latter circumstance, such default cannot be cured within said thirty (30) day period because of any cause beyond Tenant's reasonable control, in fact or in law (provided, however, that a cause shall not be considered beyond Tenant's reasonable control if Tenant's negligence, willful misconduct, or breach of this Lease substantially contributed to the existence of such cause), then Tenant shall proceed with diligent and continuous efforts to correct such default within a reasonable time, as may be determined in light of all-the facts and circumstances, but in no event to exceed sixty (60) days unless the default is minor, in which event Tenant shall have up to ninety (90) days to cure the default; and

(c) The filing of a petition by or against Tenant (the term "Tenant" shall include, for the purpose of this Section 16(c), any guarantor of the Tenant's obligations hereunder) (1) in any bankruptcy or other insolvency proceeding; (2) seeking any relief under any state or federal debtor relief law; (3) for the appointment of a liquidator or receiver for all or substantially all of Tenant's property or for Tenant's interest in this Lease; or (4) for the reorganization or modification of Tenant's capital structure; however, if such a petition is filed against Tenant, then such filing shall not be an Event of Default unless Tenant fails to have the proceedings initiated by such petition dismissed within ninety (90) days after the filing thereof; provided, however, Tenant shall have up to one hundred twenty (120) days if Tenant has aggressively challenged such petition within said ninety (90) days period and it appears reasonably possible, as of the last day of that ninety (90) day period, that Tenant will be successful in having such petition dismissed by no later than the end of the extended, one hundred twenty (120) day period.

17. **Remedies.** Upon any Event of Default, Landlord may, in addition to all other rights and remedies afforded Landlord hereunder or by law or equity, take any of the following actions:

(a) Terminate this Lease by giving Tenant written notice thereof, in which event Tenant shall pay to Landlord the sum of (1) all unpaid Rent accrued hereunder through the date of termination, (2) all amounts due under Section 18(a), and (3) an amount equal to (A) the total Rent that Tenant would have been required to pay for the remainder of the Term discounted to present value at a per annum rate equal to the "Prime Rate" as published on the date this Lease is terminated by The Wall Street Journal, Northeast Edition, in its listing of "Money Rates" minus one percent, minus (B) the then present fair rental value of the Premises for such period, similarly discounted; and

(b) Terminate Tenant's right to possess the Premises without terminating this Lease by giving written notice thereof to Tenant, in which event Tenant shall pay to Landlord (1) all Rent and other amounts accrued hereunder to the date of termination of possession, (2) all amounts due from time to time under Section 18(a), and (3) all Rent and other net sums required hereunder to be paid by Tenant during the remainder of the Term, diminished by any net sums thereafter received by Landlord through reletting the Premises during such period, after deducting all costs incurred by Landlord in reletting the Premises. Landlord shall use reasonable efforts to relet the Premises on such terms as Landlord in its reasonable discretion may determine (including a term different from the Term, rental concessions, and alterations to, and improvement of, the Premises); however, Landlord shall not be obligated to relet the Premises before leasing other portions of the Shopping Center, or of Nagog Park generally. Landlord shall not be liable for, nor shall Tenant's obligations hereunder be diminished because of, Landlord's failure to relet the

Premises or to collect rent due for such reletting; provided, however, that such actions shall be commercially reasonable at such time. Tenant shall not be entitled to the excess of any consideration obtained by reletting over the Rent due hereunder. Reentry by Landlord in the Premises shall not affect Tenant's obligations hereunder for the unexpired Term; rather, Landlord may, from time to time, bring an action against Tenant to collect amounts due by Tenant, without the necessity of Landlord's waiting until the expiration of the Term. Unless Landlord delivers written notice to Tenant expressly stating that it has elected to terminate this Lease, all actions taken by Landlord to dispossess or exclude Tenant from the Premise shall be deemed to be taken under this Section 17(b). If Landlord elects to proceed under this Section 17(b), it may at any time elect to terminate this Lease under Section 17(a); and

(c) Additionally, if Tenant has abandoned the Premises (as determined by Landlord in its reasonable judgment based on demonstrable and objective evidence), then without notice, Landlord may alter locks or other security devices at the Premises to deprive Tenant of access thereto, and Landlord shall not be required to provide a new key or right of access to Tenant.

Any and all remedies set forth in this Lease: (i) shall be in addition to any and all other remedies Landlord may have at law or in equity; (ii) shall be cumulative; and (iii) may be pursued successively or concurrently as Landlord may elect. The exercise of any remedy by Landlord shall not be deemed an election of remedies or preclude Landlord from exercising any other remedies in the future. Notwithstanding the foregoing, Landlord shall only recover its damages allowed hereunder once.

18. Payment by Tenant; Non-Waiver.

(a) **Payment by Tenant.** Upon any Event of Default, Tenant shall pay to Landlord all reasonable costs incurred by Landlord (including court costs and reasonable attorneys' fees and expenses) in (1) obtaining possession of the Premises, (2) removing and storing Tenant's or any other occupant's property, (3) repairing and restoring the Premises into a clean shell condition, (4) performing Tenant's obligations which Tenant failed to perform, and (5) enforcing, or advising Landlord of, its rights, remedies, and recourses arising out of the Event of Default. To the full extent permitted by law, Landlord and Tenant agree the federal and state courts of The Commonwealth of Massachusetts shall have exclusive jurisdiction over any matter relating to or arising from this Lease and the parties' rights and obligations under this Lease.

(b) **No Waiver.** Landlord's acceptance of Rent or any portion thereof following an Event of Default shall not waive Landlord's rights regarding such Event of Default. No waiver by Landlord of any violation or breach of any of the terms contained herein shall waive Landlord's rights regarding any future violation of such term. Landlord's acceptance of any partial payment of Rent shall not waive Landlord's rights with regard to the remaining portion of the Rent that is due, regardless of any endorsement or other statement on any instrument delivered in payment of Rent or any writing delivered in connection therewith; accordingly, Landlord's acceptance of a partial payment of Rent shall not constitute an accord and satisfaction of the full amount of the Rent that is due.

19. Surrender of Premises. No act by Landlord shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept a surrender of the Premises shall be valid unless it is in writing and signed by Landlord. At the expiration or termination of this Lease, Tenant shall deliver to Landlord the Premises with all improvements located therein in good repair and condition, broom clean, reasonable wear and tear (and condemnation and Casualty damage, as to which Sections 13 and 14 shall control) excepted, and shall deliver to Landlord all keys to the Premises. Tenant shall remove all personal property, moveable trade fixtures, furniture and equipment pursuant to the terms of Section 7(a) of this Lease. Tenant shall repair all damage caused by such removal. All items not so removed shall be deemed to have been abandoned by Tenant and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord without notice to Tenant and without any obligation to account for such items. The provisions of this Section 19 shall survive the end of the Term.

20. Holding Over. If Tenant fails to vacate the Premises at the end of the Term and after more than one week, then Tenant shall be a tenant at sufferance and, in addition to all other damages and remedies to which Landlord may be entitled for such holding over, Tenant shall pay, in addition to the other Rent, Base Rent equal to **200%** of Base Rent payable during the last month of the Term. In such event, Tenant shall pay Rent on a monthly basis and shall not be entitled to a daily proration. Notwithstanding the

foregoing, provided Tenant is not in Event of Default at the time this Lease expires or sooner terminates, and further provided that doing so does not interfere with another tenant planning to occupy the Premises, Landlord will, exercising commercial reasonableness, cooperate with Tenant to accommodate any need Tenant may have arising out of logistical considerations beyond Tenant's reasonable control, to take extra time (in no event to exceed five (5) business days) to vacate the Premises, and in such event only regular Base Rent, prorated on a daily basis, shall be charged for such period of holding over.

21. **Certain Rights Reserved by Landlord.** Provided that the exercise of such rights does not unreasonably interfere with Tenant's occupancy of the Premises, Landlord shall have the following rights:

(a) From time to time, and upon reasonable written notice, to introduce, construct, and maintain conduits, wires, pipes through and under the Premises to serve the Shopping Center or other land owned or controlled by Landlord, provided that the same do not unreasonably interfere with Tenant's use of, access to or operations on the Premises.

(b) To enter the Premises at reasonable hours, and upon reasonable written notice to show the Premises to prospective purchasers, lenders, or, during the last twelve (12) months of the Term, tenants; and

(c) If Tenant shall fail to perform or observe any obligations under this Lease **after the requisite written notice of the requirement** therefore is given by Landlord to Tenant, Landlord may, at its election, without any obligation to do so, perform such obligation for the account of the Tenant, and Tenant shall forthwith upon demand reimburse Landlord for the costs of such performance, together with interest at the rate of 25% override and 15% per annum interest factor until paid. In the event of an emergency, Landlord may undertake such action without written notice but after using reasonable efforts to notify Tenant by telephone or otherwise.

22. Intentionally Deleted.

23. **Affirmative Covenants.** Tenant covenants at its expense at all times during the Term and such further time as Tenant occupies the Premises or any part thereof, and subject to the other provisions of this Lease:

(a) To conduct its business at all times in a first class and reputable manner and to help establish and maintain a high reputation for the Premises and the Shopping Center.

(b) To maintain, at Tenant's sole cost and expense, ventilation and exhaust system serving the Premises so that stale odors associated with a food service establishment or any other unusual or objectionable odors are not emitted from the Premises.

(c) To store all trash and refuse in adequate containers within the Premises which Tenant shall maintain in a neat and clean condition appropriate to a restaurant and according to all State and Local regulations and so as not to be visible to members of the public entering the Shopping Center or the Premises and so not to create any health or fire hazard, and to attend to the daily disposal thereof in a sanitary manner; to keep all drains serving the Premises clean; to conform to the current Rules and Regulations attached hereto as Exhibit C and all other reasonable rules and regulations which Landlord may make in the management and use of the Shopping Center and/or the Premises requiring such conformance by Tenant and Tenant's employees.

(d) To make, subject to Landlord's approval of the plans and specifications therefor, all repairs, alterations, additions or replacements to the Premises required by any law or ordinance or any order or regulation of any public authority; to keep the Premises equipped with all safety appliances so required; to procure any required licenses and permits; and to comply with the orders and regulations of all governmental authorities.

(e) To cause the Premises to be exterminated from time to time to the satisfaction of Landlord.

(f) To pay promptly when due the entire cost of any work in the Premises undertaken by Tenant so that the Premises shall at all times be free of liens for labor and materials; to procure all necessary permits before undertaking such work; to do all of such work in a good and workmanlike manner, employing only new materials of good quality; to perform such work only with contractors and plans previously approved of in writing by Landlord; to comply with all governmental requirements; and to defend and save Landlord and Landlord's employees, beneficiaries and agents harmless and indemnified from all injury, loss, claims or damage to any person or property (including the cost for defending against the foregoing) occasioned by or growing out of such work, except to the extent caused by Landlord's, or its employees', contractor's, or agent's negligence or willful misconduct.

(g) To obtain and maintain in full force and effect all necessary permits and licenses in connection with Tenant's operation of its business at the Premises; and to promptly notify Landlord of any revocation or attempted revocation thereof, and to provide copies to Landlord of all such revocations or attempted revocations and all renewals thereof; and to promptly notify Landlord of any violation or notice of violation thereof, and to provide copies to Landlord of all such violations or notices thereof.

(h) To keep and maintain the Premises in a first class, neat, safe and orderly condition. Tenant's maintenance of the Premises shall include, without limitation, the following: (i) cleaning the Premises nightly either prior to or after closing (i.e., vacuuming all carpeted areas, collecting and dumping all refuse in accordance with the provisions hereof and mopping all hard-surfaced floors); (ii) cleaning the rest rooms thoroughly daily, with several spot checks during the day to clean and/or straighten as necessary, and restocking paper supplies; (iii) washing all interior and exterior glass bimonthly; (iv) maintaining and repairing as necessary the mechanical, HVAC, electrical and plumbing systems servicing the Premises; and (v) periodically upgrading and replacing fixtures and other personal property, including, without limitation, carpets and furniture as reasonably required and so as not to impair the reputation of the Premises and/or Shopping Center as a first-class retail area.

(i) To pay all fees and due and owing to the Commonwealth of Massachusetts and the Town of Acton on a timely basis before any interest and penalties accrue on any such fees and taxes.

(j) To maintain all exterior plate glass of the Premises; to promptly replace any broken exterior plate glass.

(k) To protect the Premises from theft and vandalism and to take all necessary security measures at the closing of Tenant's business (including securing all doors, windows, and security grates) to protect against unauthorized entry into the Premises.

(l) To enter into a maintenance agreement with a service contractor acceptable to Landlord, which agreement shall require, at a minimum: (i) monthly maintenance of the septic system line serving the Premises and monthly maintenance of the grease trap and lift station servicing the Premises and (ii) one (1) septic system pumping per year and four (4) grease trap pumpings per year. Tenant shall submit to Landlord on a quarterly basis the reports of said service contractor confirming the maintenance of the septic system and grease trap in accordance with this section. Tenant shall also be responsible for having the grease trap inspected and cleaned on a monthly basis by a licensed septage hauler whenever the level of grease is 25% of the affected depth of the trap.

(m) To enter into a quarterly maintenance agreement with an HVAC service company to be reasonably approved by Landlord to maintain the HVAC unit.

24. **Negative Covenants.** Tenant covenants at all times during the Term and such further time as Tenant occupies the Premises or any part thereof, and subject to the other provision in this Lease: (a) not to injure, overload, deface, or otherwise harm the Premises; nor commit any nuisance; nor unreasonably annoy other tenants or owners or occupants of neighboring property; nor use the Premises for any hazardous purpose or in any manner that will suspend, void or make inoperative any policy or policies of insurance of the kind generally in use in the Commonwealth of Massachusetts carried on any improvement upon the Premises or the Shopping Center or in any manner which will increase the cost of any of Landlord's insurance; nor burn any trash or refuse within the Premises; nor sell, distribute or give away any handbill or product on the Premises; nor make any use of the Premises which is improper,

offensive or contrary to any law or ordinance or any regulation of any governmental authority, including, without limitation, the sale or display of any books, magazines, photographs, pictures, or other materials, which are pornographic or obscene (in Landlord's reasonable judgment) or any drug paraphernalia; nor conduct any gambling or off-track betting activities in or from the Premises; nor conduct or permit any going-out-of-business, bankruptcy, fire, or auction sales on the Premises; nor use any system for the reception of music which has not been approved by Landlord; nor use any flashing lights, searchlights, loudspeakers, phonographs, sound amplifiers or radio or television receiving equipment in a manner to be seen or heard outside the Premises; nor load, unload, or park any truck or other delivery vehicle in any area of the Premises other than the area or areas in the rear of the Premises or otherwise as designated by Landlord; nor use or permit the use of any portion of the Premises as living quarters, sleeping apartments or rooms; nor constitute a public or private nuisance or a menace to other tenants in the Shopping Center; nor produce undue noise, create obnoxious fumes or odors or otherwise cause unreasonable interference with other tenants or occupants of the Shopping Center; nor do any act tending to injure the reputation of the Premises or the Shopping Center.

(b) Not to use Landlord's name whatsoever and upon termination of this Lease, Tenant will cease to use the name of Nagog Park or the Shopping Center, or any part thereof, in any manner.

25. Miscellaneous.

(a) **Landlord Transfer.** Landlord may transfer any portion of the Premises and any of its rights under this Lease. If Landlord assigns its rights under this Lease, then Landlord shall thereby be released from any further obligations hereunder, provided that the assignee assumes Landlord's obligations hereunder in writing.

(b) **Landlord's Liability.** The liability of Landlord (and its partners, shareholders or members) to Tenant for any default by Landlord under the terms of this Lease shall be recoverable only from the interest of Landlord in the Premises, and Landlord (and its partners, shareholders or members) shall not be personally liable for any deficiency. This Section shall not limit any remedies which Tenant may have for Landlord's defaults which do not involve the personal liability of Landlord.

(c) **Force Majeure.** Other than for Tenant's or Landlord's obligations under this Lease that can be performed by the payment of money (e.g., payment of Rent and maintenance of insurance), whenever a period of time is herein prescribed for action to be taken by either party hereto, such party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to (i) Acts of God, (ii) strike or other such labor difficulties not caused by the negligent or willful act or omission of the party seeking relief due to a Force Majeure event, its agents, employees, contractors, etc. and not specific to any labor issue existing only at the Premises, (iv) extraordinary weather conditions greatly exceeding norms for the greater Boston area, or (v) extraordinary scarcity of or inability to obtain supplies, parts or employees to furnish such services with no practical alternatives therefor. The party seeking relief due to a Force Majeure event shall provide the other party with written notice of the occurrence of the Force Majeure event promptly after the occurrence thereof, and shall comply with its respective obligation(s) as soon as reasonably possible after the cause for the delay has been eliminated.

(d) Intentionally Deleted.

(e) **Estoppel Certificates.** From time to time, Tenant shall furnish to any party designated by Landlord, within ten (10) days after Landlord has made a request therefor, a certificate signed by Tenant confirming and containing such factual certifications and representations as to this Lease as Landlord may reasonably request.

(f) **Notices.** All notices and other communications given pursuant to this Lease shall be in writing and shall be (1) mailed by first class, United States Mail, postage prepaid, certified, with return receipt requested, and addressed to the parties hereto at the address set forth above in Part I: Summary of Terms, (2) delivered to the intended address, or (3) sent by recognized overnight delivery carrier. All notices shall be effective upon delivery to the address of the addressee. The parties hereto may change their addresses by giving notice thereof to the other in conformity with this provision.

(g) **Severability.** If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws, then the remainder of this Lease shall not be affected thereby and in lieu of such clause or provision, there shall be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

(h) **Amendments; and Binding Effect.** This Lease may not be amended and no provision of this Lease shall be deemed to have been waived by Landlord unless such amendment or waiver is in writing signed by Landlord, and no custom or practice which may evolve between the parties in the administration of the terms hereof shall waive or diminish the right of Landlord to insist upon the performance by Tenant in strict accordance with the terms hereof. The terms and conditions contained in this Lease shall inure to the benefit of and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided. This Lease is for the sole benefit of Landlord and Tenant, and, other than Landlord's Mortgagee, no third party shall be deemed a third party beneficiary hereof.

(i) **Quiet Enjoyment.** Provided Tenant has performed all of its obligations hereunder, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term, without hindrance from Landlord or any party claiming by through, or under Landlord, but not otherwise, subject to the terms and conditions of this Lease and subject to matters of record.

(j) **No Merger.** There shall be no merger of the leasehold estate hereby created with the fee estate in the Premises or any part thereof if the same person acquires or holds, directly or indirectly, this Lease or any interest in this Lease and the fee estate in the leasehold Premises or any interest in such fee estate.

(k) **No Offer.** The submission of this Lease to Tenant shall not be construed as an offer, and Tenant shall not have any rights under this Lease unless Landlord executes a copy of this Lease and delivers it to Tenant.

(l) **Entire Agreement .** This Lease constitutes the entire agreement between Landlord and Tenant regarding the subject matter hereof and supersedes all oral statements and prior writings relating thereto. Except for those set forth in this Lease, no representations, warranties, or agreements have been made by Landlord or Tenant to the other with respect to this Lease or the obligations of Landlord or Tenant in connection therewith.

(m) **Waiver of Jury Trial.** To the maximum extent permitted by law, Landlord and Tenant each waive right to trial by jury in any litigation arising out of or with respect to this Lease.

(n) **Governing Law.** This Lease shall be governed by and construed in accordance with the substantive laws of the State in which the Premises are located, without regard to principles of conflicts of law.

(o) **Joint and Several Liability.** If Tenant is comprised of more than one party, each such party shall be jointly and severally liable for Tenant's obligations under this Lease.

(p) **Landlord's Fees.** Whenever Tenant requests Landlord to take any action or give any consent required or permitted under this Lease, Tenant will reimburse Landlord for Landlord's reasonable costs incurred in reviewing the proposed action or consent, including without limitation reasonable attorneys', engineers' or architects' fees, within ten (10) days after Landlord's delivery to Tenant of a statement of such costs. Tenant will be obligated to make such reimbursement without regard to whether Landlord consents to any such proposed action.

(q) **Telecommunications.** Tenant and its telecommunications companies, including but not limited to local exchange telecommunications companies and alternative access vendor services companies shall have no right of access to and within the Premises or the Shopping Center, for the installation and operation of telecommunications systems including but not limited to voice, video, data, and any other telecommunications services provided over wire, fiber optic, microwave, wireless, and any

other transmission systems, for part-or all of Tenant's telecommunications within the Premises and from the Premises to any other location without Landlord's prior written consent which consent shall not be unreasonably withheld, conditioned or delayed.

(r) **Confidentiality.** Tenant acknowledges that the terms and conditions of this Lease are to remain confidential, and may not be disclosed to anyone (with the exception of to its own attorneys, accountants, insurance companies, lenders, property managers, and the like by any manner or means, directly or indirectly, without the other party's prior written consent.

(s) **Tenant's Restriction.** If Tenant, any Affiliate, or its partners, shareholders or members shall, directly or indirectly, and whether as principal, partner, shareholder or otherwise, own, operate or become financially interested in any business similar to or, in competition with, or using the trade name of, the business for which the Premises is leased hereunder within a radius of six (6) miles measured from the outside boundary of the Premises (the "**Restricted Area**"), then all revenues derived from such competing business shall be included in Tenant's Gross Sales for the purposes of determining Percentage Rent under this Lease without adjustment in the Break Point. Upon request, Tenant shall provide Landlord with complete information concerning all revenues and sales made from any competing business located within the Restricted Area in the same manner as provided herein for determining Percentage Rent and Landlord shall be entitled to all rights, remedies and recourses provided for in this Lease in enforcing the provisions of this Section.

(t) **Time of Essence.** Time is of the essence in this Lease and each and all of its provisions.

(u) **Security.** Tenant acknowledges and agrees that Landlord does not, and is not responsible to provide security for the Premises or the Shopping Center. Tenant may provide its own security, but if it does so, then such security shall be provided by licensed security companies reasonably satisfactory to Landlord and Tenant shall bear the cost of providing such security.

(v) **Corporate Approval.** Tenant hereby represents and warrants that it is duly authorized to enter into and consummate the transactions contemplated by this Lease and that the officer executing this Lease on behalf of Tenant is duly authorized to enter into this Lease on behalf of Tenant. Landlord hereby represents and warrants that it is duly authorized to enter into and consummate the transactions contemplated by this Lease and that the officer executing this Lease on behalf of Landlord is duly authorized to enter into this Lease on behalf of Landlord. In any event; but without derogating from the foregoing, Landlord and Tenant each acknowledge that based on their existing relationship as Landlord and Tenant, each of their respective signatories below has apparent authority to enter into this Lease and the transactions contemplated herein.

(w) **Termination Fee.** In the event this Lease terminates prior to the expiration of the Term as a result of a Tenant Event of Default hereunder, then Tenant shall pay to Landlord promptly upon termination of this Lease a sum (the "**Termination Fee**") in immediately available funds, equal to the unamortized portion of Landlord's costs incurred to enter into this Lease (which costs shall be amortized equally over the initial Term), including, without limitation, any tenant construction allowance, the brokerage commission and reasonable legal fees. This Termination Fee shall be in addition to any other termination damages due to Landlord under the terms of this Lease, including, without limitation, termination damages under Section 17.

(x) **Parking.** Tenant shall prohibit its employee and guests from parking in any non-employee designated parking areas of the Shopping Center (or other areas of Nagog Park generally). Tenant shall furnish to Landlord a list of all of its employees' license plate numbers and shall periodically update such list.

(y) **Definition of Landlord.** The term "Landlord" as used in this Lease, so far as covenants or obligations on the part of Landlord are concerned shall be limited to mean and include only a ground lessee if the named Landlord herein is holding the premises under a ground lease for so long as the named Landlord is the holder of such ground lease interest or the owner or owners of the fee simple of the Leased Premises; and in the event of transfer or transfers of either the ground leasehold interest to any other person or the transfer of title to the fee premises to any other person, Landlord herein named (and in the case of subsequent transfers or conveyances the then grantor or assignor), shall be automatically freed and relieved from and after the date of such transfer or conveyance or assignment of all liability as respects the

performance of any covenant or obligation on the part of Landlord contained in this Lease thereafter to be performed, it being the intention of the parties that the covenants and obligations to be observed and performed by Landlord shall be binding upon Landlord only during and in respect of its period of ownership of either a leasehold interest, or a fee interest as the case may be. Anything in this Lease to the contrary notwithstanding, Tenant agrees that Tenant shall, subject to prior rights of any mortgagee of the Shopping Center, look solely to the estate and property of Landlord in the Shopping Center for the collection of any judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms, covenants and conditions of this Lease to be observed and/or performed by Landlord, and no other assets of Landlord or any principal of Landlord shall be subject to levy, execution or other procedures for the satisfaction of Tenant's remedies.

26. **Reconfiguration** Provided the Shopping Center is maintained as an integrated whole and Tenant's rights to use the Common Areas are not materially adversely affected, Landlord reserves the right from time to time to (i) demolish existing improvements and/or construct additional improvements within the Shopping Center, (ii) annex and incorporate into the Shopping Center any property contiguous to the Shopping Center (the "Annexed Property"), (iii) subdivide the Shopping Center and convey one or more parcels out of the Shopping Center (the "Subdivided Property"), and (iv) ground lease portions of the Shopping Center (the "Ground Leased Property"). If Landlord shall incorporate any Annexed Property into the Shopping Center, then at Landlord's option exercisable by written notice to Tenant, the term "Shopping Center" as used in this Lease shall refer to the Shopping Center together with such Annexed Property. If Landlord conveys any Subdivided Property or ground leases any Ground Leased Property, then at Landlord's option exercisable by written notice to Tenant, the term "Shopping Center" as used in this Lease shall refer to the Shopping Center less such Subdivided Property or Ground Leased Property. Tenant agrees that it will upon Landlord's request execute an amendment to this Lease or other instruments deemed necessary by Landlord to reflect that the Shopping Center has been reconfigured as provided in this Section. In connection with any future demolition or construction of improvements, Tenant acknowledges that the Shopping Center may contain fewer parking spaces than it currently contains. So long as the Shopping Center as a whole (as opposed to each legal lot that comprises the Shopping Center) complies with applicable municipal parking regulations, then Tenant shall have no basis for objecting to the reduced number of parking spaces within the Shopping Center. Similarly, if a variance or special exception is granted for the Shopping Center authorizing a number of parking spaces within the Shopping Center that is less than the number required by applicable municipal parking regulations, then Tenant shall have no basis for objecting to the reduced number of parking spaces within the Shopping Center. Further, Tenant agrees that any variance received by Landlord shall be treated as if in conformance with local ordinances regardless of whether they refer to parking ratios, setbacks or other site related matters.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

EXECUTED as an instrument under seal as of the date first above written.

TENANT:

By: Huneen - Date: _____
Huneen Ahamed

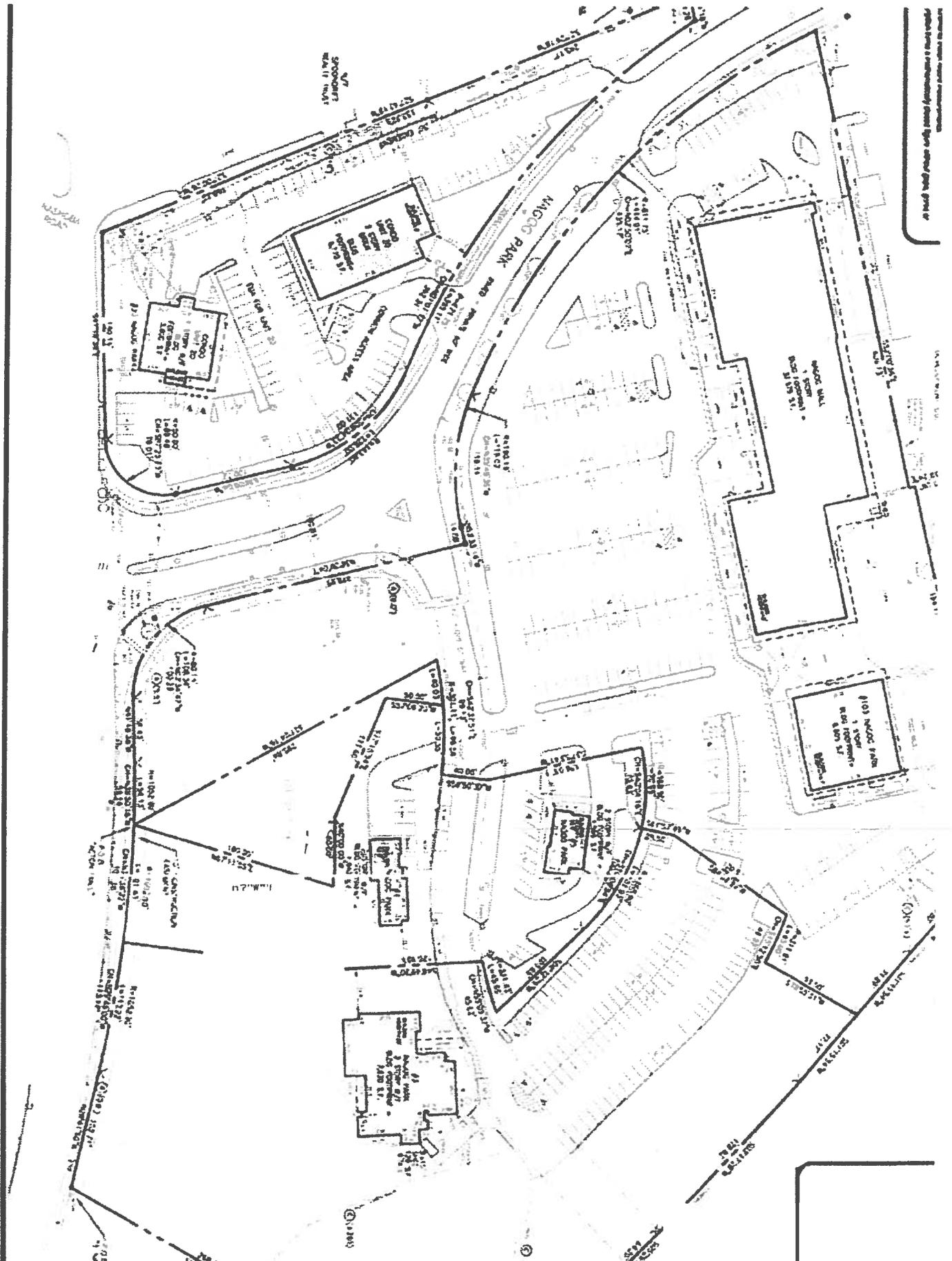
By: Mirza Tanveer Date: _____
Mirza Tanveer

LANDLORD:

KVA Nagog LLC and Alevizos Nagog LLC

KVA Nagog LLC
By: Peter Alevizos Date: 3/16/16
By: Peter Alevizos, President

Alevizos Nagog LLC
By: Peter Alevizos Date: 3/16/16
By: Peter Alevizos, President



APPROXIMATELY 1000 SQUARE FEET PER UNIT

EXHIBIT C

DESCRIPTION OF SHOPPING CENTER

Acton Mall:

A certain parcel of land in Acton, Middlesex County, Massachusetts, shown as Lot 101-C-1B and Lot 101-D-1a on a plan dated December 9, 1987 and entitled "Subdivision Plan of Land for Great Road and Nagog Park, Acton, MA, owned by Nagog Development Company", Scale 1" = 40', Trumark Engineering, which plan is filed with the Middlesex South District Registry of Deeds as Plan 534 of 1988 in Book 19003, Page 311. Said parcel being bounded and described as follows:

Beginning at a point along the proposed sideline for Great Road; thence Northwesterly along a curve to the left a radius of 1052.90 feet and a distance of 54.13 feet to a point, thence N 41° 18' 38" W 56.43 feet to a point; thence Northerly along a curve to the right a radius of 80.14 feet and a distance of 108.34 feet to a point on the sideline of Nagog Park; thence along Nagog Park N 36° 09' 04" E 133.37 feet to a point; thence along the sideline of Nagog Park N 36° 09' 04" E 91.56 feet to a point; thence along the sideline of Nagog Park N 36° 09' 04" E 4.96 feet to a stone bound; thence along the sideline of Nagog Park B 53° 33' 16" W 14.88 feet to a point; thence Northwesterly along the sideline of Nagog Park on a curve to the right a radius of 190.19 feet and a length of 118.02 feet to a stone bound; thence Northerly along the sideline of Nagog Park on a curve to the right of radius of 611.75 feet and a length of 444.91 feet to a point; thence S 52° 00' 36" E 409.13 feet to a point; thence N 37° 59' 24" E 5.09 feet to a point; thence S 52° 00' 36" E 194.17 feet to a point; thence S 37° 59' 24" W 10.00 feet to a point; thence S 52° 00' 36" E 110.06 feet to a point; thence N 37° 59' 24" E 38.14 feet to a point; thence S 56° 03' 48" E 0.57 feet to a point; thence S 02° 37' 24" E 69.70 feet to a point; thence S 00° 41' 33" W 75.80 feet to a point; thence S 01° 15' 54" W 71.89 feet to a point; thence S 78° 55' 31" W 93.50 feet to a point; thence Northerly along a curve to the left a radius of 311.91 feet and a distance of 45.00 feet to a point; thence S 84° 59' 39" W 120.53 feet; thence S 61° 57' 49" W 28.50 feet to a point; thence Northwesterly along a curve to the left radius of 168.90 feet and a distance of 70.95 feet to a point; thence S 37° 53' 41" W 136.03 feet; thence S 56° 50' 37" W 40.00 feet; thence Northwesterly along a curve to the left radius of 301.11 feet and a length of 59.55 feet to a point; thence S 57° 06' 20" W 50.00 feet to a point; thence S 17° 15' 54" E 111.60 feet to a point; thence S 40° 00' 00" E 60.00 feet to a point; thence S 67° 11' 55" W 180.00 feet to the point of beginning, comprising an area of 296,660 square feet.

EXHIBIT C

COMMON AREA COSTS

“Common Area Costs” shall mean all reasonable expenses related to the ownership, operation, maintenance, management (including on-site management), equipping, repair or security of the Shopping Center, including without limitation:

1. salaries, employment taxes, insurance, and employee benefits;
2. all supplies and materials used in the operation, maintenance or repair of the Shopping Center, including any exterior landscaping and holiday decorations;
3. costs of utilities for the Common Area of the Shopping Center, including the cost of water and power for heating, lighting, air conditioning and ventilating, and operating fountains;
4. all expenses related to the repair, service, or maintenance of the Common Areas of the Shopping Center and the equipment therein, including, without limitation, window cleaning, plumbing and electrical repair, HVAC and sprinkler system maintenance and repair, signage maintenance and repair, pest control, plate glass repair and replacement, elevator maintenance and janitorial service;
5. cost of all insurance relating to the Shopping Center, including, but not limited to, the cost of casualty, rental abatement and liability insurance applicable to the Shopping Center and Landlord's personal property used in connection therewith;
6. costs of cleaning, landscaping, snow and ice removal, painting, policing, providing security (if Landlord elects to provide security), fire protection, drainage, striping, repair and replacement of parking surfaces, and of complying with governmental laws, rules, or orders enacted or effective after the date hereof.
7. Costs incurred by Landlord for alterations or improvements which are considered capital improvements or replacements shall be amortized and charged to Tenant over the useful life of the improvement or replacement.
8. Costs associated with compliance of general building codes whether such work is performed before or after the commencement date of this proposed lease and which relate to the center or common areas
9. Any costs to improve or replace the infrastructure such as but not limited to roof, parking lot or other such items. Such Capital Costs shall be allocated over a five year period plus interest at the 2 point above the five year treasury yield at the time of the improvements.

Excluded from Common Area Costs shall be:

1. Repairs or other work occasioned by fire, windstorm or other casualty of an insurable nature or by the exercise of eminent domain.
2. Leasing commissions, attorneys' fees, costs and disbursements and other expenses incurred in connection with negotiations or disputes with tenants, other occupants, or prospective tenants or occupants.
3. Renovating or otherwise improving or decorating, painting or redecorating space for tenants or other occupants of the Building or Shopping Center.

4. Landlord's cost of electricity and other services that are sold to tenants and for which Landlord is entitled to be reimbursed by tenants as an additional charge or rental over and above the basic rent payable under the lease with such tenant.
5. **INTENTIONALLY DELETED**
6. Depreciation and amortization except as provided above.
7. **INTENTIONALLY DELETED**
8. Costs incurred due to violation by Landlord or any tenant of the terms and conditions of any lease.
9. Interest on debt or amortization payments on any mortgage or mortgage, and rental under any ground or underlying lease or leases.
10. **INTENTIONALLY DELETED..**
11. Wages, salaries, or other compensation paid to any executive employees above the grade of property manager.
12. **INTENTIONALLY DELETED**
13. **INTENTIONALLY DELETED**
14. Costs which are reimbursed to Landlord by insurance proceeds or any other third party.
15. Any management fees or asset management fees to the extent they exceed market rate fees.

SHOPPING CENTER RULES AND REGULATIONS

The following rules and regulations shall apply to the Tenant's use of Premises and the Shopping Center, and the appurtenances thereto:

1. Common Areas shall not be obstructed by Tenant or used for purposes other than parking, ingress and egress to and from the Premises and for going from one to another part of the Shopping Center.
2. Plumbing, fixtures and appliances shall be used only for the purposes for which designed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or deposited therein. Damage resulting to any such fixtures or appliances from misuse by Tenant or its agents, employees or invitees, shall be paid by Tenant.
3. No signs, advertisements or notices shall be painted or affixed on or to any windows or doors or other part of the Shopping Center without the prior written consent of Landlord.
4. Landlord shall provide all door locks in Tenant's Premises, at the cost of Tenant, and Tenant shall not place any additional door locks in the Premises without Landlord's prior written consent. Landlord shall furnish to Tenant a reasonable number of keys to Tenant's Premises, at Tenant's cost, and Tenant shall not make duplicates thereof.
5. Tenant shall not make or permit any vibration or improper, objectionable or unpleasant noises or odors in the Premises or the Shopping Center or otherwise interfere in any way with other tenants in Nagog Park or persons having business with them.
6. No machinery of any kind (other than normal office equipment) shall be operated by Tenant without Landlord's prior written consent, nor shall Tenant use or keep in the Shopping Center any flammable or explosive fluid or substance.
7. Landlord will not be responsible for lost or stolen personal property, money or jewelry from a tenant's premises or public or common areas regardless of whether such loss occurs when the area is locked against entry or not.
8. Tenant shall not conduct any activity on or about the Premises or Shopping Center which will draw pickets, demonstrators, or the like.
9. All vehicles are to be currently licensed, in good operating condition, parked for business purposes having to do with Tenant's business operated in the Premises, parked within designated parking spaces, one vehicle to each space. No vehicle shall be parked as a "billboard" vehicle in the parking lot. Any vehicle parked improperly may be towed away. Tenant, Tenant's agents, employees, vendors and customers who do not operate or park their vehicles as required shall subject the vehicle to being towed at the expense of the owner or driver. Landlord may place a "boot" on the vehicle to immobilize it and may levy a charge of \$50.00 to remove the "boot". Tenant shall indemnify, hold and save harmless the Landlord of any liability arising from the towing or booting of any vehicles belonging to Tenant, Tenant's agents, vendors, employees and customers.

EXHIBIT E:

GUARANTY OF LEASE

This GUARANTY is made by **Rajvir Tabri and Mirza Tanveer** each a natural person (together, "**Guarantor**"), to and for the benefit of **KVA NAGOG LLC AND ALEVIZOS NAGOG LLC 275 REGATTA DR JUPITER, FL. 33477 OR 396 Washington St. #325, Wellesley, Massachusetts 02481** ("**Landlord**").

STATEMENT OF FACTS

A. **HUNEEN AHAMAAD and Mirza Tanveer** through SHARA CORPORATION ("**Tenant**") has leased premises located at Nagog Mall located in Acton, Massachusetts, from Landlord, which premises (the "**Premises**") are more fully described in that certain Lease dated **MARCH __, 2016**, between Landlord and Tenant (the "**Lease**");

B. Guarantor is the shareholder of Tenant and, as such, will receive a direct and material benefit from the execution of the Lease and the operation of Tenant's business at the Premises; and

C. To induce Landlord to enter into the Lease, Guarantor has agreed with Landlord to guarantee the payment of the rents provided for in said Lease and the performance and observance of all agreements and conditions contained in said Lease on the part of Tenant to be performed or observed;

NOW, THEREFORE, in consideration of the leasing of the above described premises to the Tenant, the Guarantor:

1. Unconditionally and absolutely guarantees the due and punctual payment of the rents, the performance and observance of all agreements and conditions contained in the Lease and any extension thereof on the part of Tenant to be performed or observed, whether according to the present terms hereof or pursuant to any extension of time or to any change or changes in the terms, covenants and conditions thereof now or at any time thereafter made or granted to Tenant by Landlord.

1a. Notwithstanding the above, the limit of this Guaranty by the undersigned shall be Total rent plus any interest, penalties, other liable charges and damages to the premises. Total rent shall include all Base Rent, plus CAM, Tax and other reimbursable expenses paid under and owed according to the lease plus the amount of any percentage rent that may have been paid in the prior Calendar year. Guarantors will also be liable for any Sewer charges without limit that are attributed to his term of occupancy but which are not paid. The Guaranty of these amounts are not limited except by actual use and cost incurred but not paid during the occupancy of the Tenant.

2. Waives notice of default by Tenant in the payment of rent or otherwise and consents to any and all forbearances and extensions of the time of payment of the rent and to any and all changes in the terms, covenants and conditions thereof made or granted to the Tenant by Landlord; it being the intention hereof that Guarantor shall remain principally liable until all sums due or to become due shall have been fully paid to Landlord, and all of the terms, covenants and conditions

shall have been fully performed and observed by Tenant, notwithstanding any act, omission or thing which might otherwise operate as a legal or equitable discharge of Guarantor.

3. Agrees that this Guaranty may be enforced by Landlord without first resorting to or exhausting any other legal remedy or claim it may have against Tenant; provided, however, that nothing herein contained shall prevent Landlord from suing under the Lease with or without making the Guarantor a party to the suit or from exercising other rights thereunder, and if such suit, or other remedy is availed of, only the net proceeds therefrom, after the deduction of all charges and expenses of every kind and nature whatsoever, shall be applied in reduction of the amount due under the Lease, and Landlord shall not be required to institute or prosecute any further proceedings against Tenant to recover any deficiency as a condition of payment hereunder or enforcement hereof.

4. The validity of this Guaranty and Guarantor's obligations hereunder shall not be impaired, changed, released or limited in any manner whatsoever by reason of (a) the assertion or the failure to assert by Landlord against Tenant of any of the rights or remedies of Landlord pursuant to the Lease or by law, (b) any impairment, change, release or limitation of the obligations hereunder or the Lease or any remedy for the enforcement thereof, (c) the making of any assignment by Tenant, with or without notice to Landlord, of its interest under the Lease (whether or not such assignment is permitted under the Lease and whether or not it is approved by Landlord), (d) the sale or other transfer by Guarantor of any ownership interest in Tenant or any change in the ownership or control of any interest in Tenant, or (e) any impairment, change, release or limitation of Tenant's obligations under the Lease or otherwise by (i) the release or discharge of Tenant in any creditors' proceedings, receivership, bankruptcy, insolvency, composition, dissolution, liquidation, reorganization, arrangement or adjustment or other proceedings, (ii) any impairment, limitation or modification of the liability of Tenant or the estate of Tenant in receivership, bankruptcy, insolvency, composition, dissolution, liquidation, reorganization, arrangement or adjustment, or of any remedy for the enforcement of Tenant's liability under the Lease, resulting from the operation of any present or future provision of the Bankruptcy Act or any other present or future statute or from the decision of any court or other tribunal or (iii) the rejection or disaffirmance of the Lease or any obligation thereunder in any such proceedings.

5. Agrees that the Guarantor shall have no right of subrogation or indemnity whatsoever relating to the Lease, nor any right to recourse to any security or collateral for the debts and liabilities of the Tenant to Landlord, all of which are expressly waived. The Guarantor agrees further that he shall not be deemed a creditor of the Tenant as "creditor" is defined in the United States Bankruptcy Code or as such term is or may be interpreted by the courts.

6. Agrees that, in the event this Guaranty is placed in the hands of an attorney for enforcement, Guarantor will reimburse Landlord for all expenses incurred, including reasonable attorney's fees.

7. Agrees that this Guaranty shall inure to the benefit of and may be enforced by Landlord, its heirs, representatives, successors and assigns, and shall be binding upon and enforceable against the Guarantor, its heirs, representatives, successors, and assigns.

8. Acknowledges that this Guaranty constitutes a commercial transaction, as such term is commonly used and defined, and expressly waives any notice and/or hearing which may be required for prejudgment remedies under any applicable statute, as may exist from time to time.

9. **HEREBY WAIVES TRIAL BY JURY AND THE RIGHT THERETO IN ANY ACTION OR PROCEEDING OF ANY KIND OR NATURE, ARISING ON, UNDER OR BY REASON OF OR RELATING TO, THIS GUARANTY OR ANY AGREEMENT COLLATERAL THERETO. GUARANTOR ACKNOWLEDGES THAT GUARANTOR MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY, WITHOUT DURESS AND ONLY AFTER CONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER WITH GUARANTOR'S ATTORNEY. GUARANTOR FURTHER ACKNOWLEDGES THAT NEITHER LANDLORD NOR ANY OTHER PERSON HAS AGREED WITH OR REPRESENTED TO GUARANTOR THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.**

10. The validity, construction and enforcement of this Guaranty shall be governed by the substantive laws of the Commonwealth of Massachusetts, without regard to principles of conflicts of law.

11. If this Guaranty is signed by more than one person, their obligations shall be joint and several, and the release of one of more of such persons shall not release any other of such persons.

Signed this _____ day of MARCH 2016.

HUNEEN AHAMAD

and

Mirza Tanveer

Commonwealth of Massachusetts)

)

ss.

MAY __, 2016

COUNTY OF _____)

Personally appeared Rajvir Tabri and Mirza Tanveer each a signer of the foregoing instrument and acknowledged the same to be their respective free act and deed, before me this day.

Notary Public

EXHIBIT B

EXTENSION OPTION

(1) Provided no Event of Default (beyond any applicable cure period) exists hereunder at the time of the Rejection, or at the time of the commencement of the extended Term, Tenant may renew this Lease for one (1) additional period of TEN (10) years, by delivering written notice of the exercise thereof to Landlord not later than nine (9) months before the expiration of the original Term. The extended Term shall be on the same terms provided in this Lease, except as follows:

i. The Minimum Rent during the extended Term shall be as provided in Part I: Summary of Terms, above.

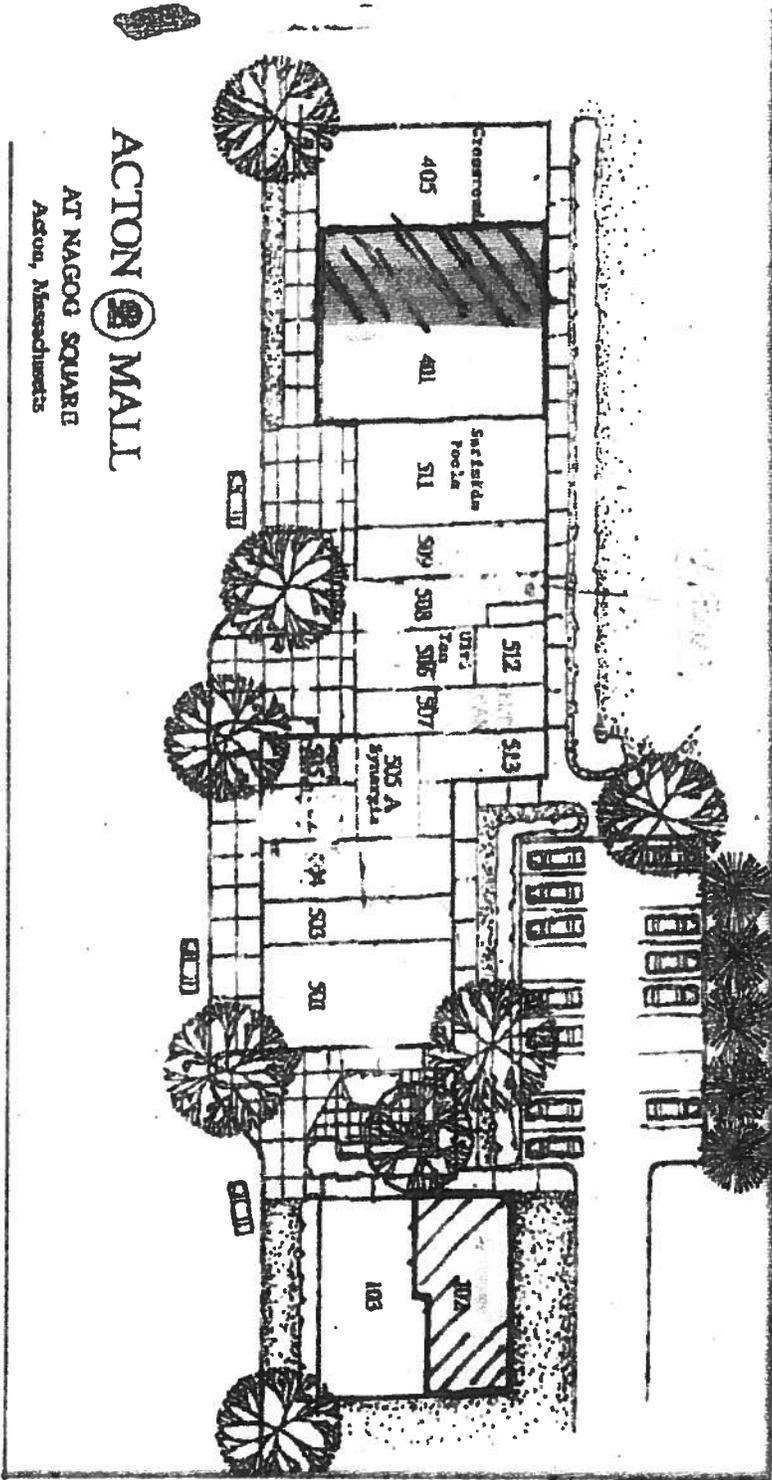
ii. Tenant shall have no further renewal options unless expressly granted by Landlord in writing; and

111. Landlord shall lease to Tenant the Premises in their then-current as is condition, and Landlord shall not provide to Tenant any allowances (e.g., moving allowance, construction allowance and the like) or other tenant inducements.

(2) Tenant's rights under this Section shall terminate if Tenant fails to timely exercise its option under this Section, time being of the essence with respect to Tenant's exercise thereof.

FLOOR PLAN OF PREMISES

·ZVLB91t



ACTON MALL
AT NAGOOG SQUARE
 Acton, Massachusetts