



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 of the General Laws, that the Board of Selectmen will hold a hearing in the Francis Faulkner Room 204 in the Acton Town Hall, 472 Main Street, Acton on August 8, 2016 at 7:10 p.m. on the application of Filho's Great Road, Inc d/b/a Filho's Great Road for an All Alcohol License Transfer and from Bella Famiglia, Inc, located at 59 Great Road, Acton, MA, and for a pledge of 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: All Alcohol Beverage License Transfer, Bella Famiglia to Filho's Cucina

Enclosed is a request from Great Road Filho's, Inc. D/B/A Filho's Cucina for a transfer of an all alcoholic beverage license.

Please forward any comments you may have regarding this application. The public hearing will be August 8, 2016 at 7:10 PM

From: [Frank Ramsbottom](#)
To: [Lisa Tomy](#); [Building Department](#); [Collector Department](#); [Fire Department](#); [Health Department](#); [Planning Department](#); [Police Department](#)
Subject: RE: All Alcohol License Transfer Application - Filho's Cucina
Date: Monday, July 11, 2016 10:23:26 AM

Hi Lisa

The Building department has no concerns with this license transfer.

Respectfully

Frank Ramsbottom
Building Commissioner
Town of Acton, MA
472 Main Street, 01720
Phone # 978-929-6633
Cell # 978-490-4199

From: Lisa Tomy
Sent: Friday, July 08, 2016 3:23 PM
To: Building Department; Collector Department; Fire Department; Health Department; Planning Department; Police Department
Subject: All Alcohol License Transfer Application - Filho's Cucina

Please provide your comments back to me by August 1, 2016.

Regards,

Lisa Tomy

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

From: [Linda Sluyski](#)
To: [Lisa Tomyl](#); [Building Department](#); [Collector Department](#); [Fire Department](#); [Health Department](#); [Planning Department](#); [Police Department](#)
Subject: RE: All Alcohol License Transfer Application - Filho's Cucina
Date: Friday, July 08, 2016 4:22:37 PM

Bella Famiglia is paid to date. Collector's Office has no issue with the transfer.

From: Lisa Tomyl
Sent: Friday, July 08, 2016 3:23 PM
To: Building Department; Collector Department; Fire Department; Health Department; Planning Department; Police Department
Subject: All Alcohol License Transfer Application - Filho's Cucina

Please provide your comments back to me by August 1, 2016.

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

From: [Sheryl Ball](#)
To: [Lisa Tomyl](#); [Building Department](#); [Collector Department](#); [Fire Department](#); [Health Department](#); [Planning Department](#); [Police Department](#)
Subject: RE: All Alcohol License Transfer Application - Filho's Cucina
Date: Friday, July 08, 2016 4:29:15 PM

The Health Department has no issues with allowing this transfer but the applicant must obtain a Food Service Permit prior to opening.

From: Lisa Tomyl
Sent: Friday, July 08, 2016 3:23 PM
To: Building Department; Collector Department; Fire Department; Health Department; Planning Department; Police Department
Subject: All Alcohol License Transfer Application - Filho's Cucina

Please provide your comments back to me by August 1, 2016.

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

From: [Roland Bartl](#)
To: [Lisa Tomyl](#)
Cc: [Planning Department](#)
Subject: RE: All Alcohol License Transfer Application - Filho's Cucina
Date: Friday, July 08, 2016 4:44:30 PM

no objections from Planning

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

From: Lisa Tomyl
Sent: Friday, July 08, 2016 3:23 PM
To: Building Department; Collector Department; Fire Department; Health Department; Planning Department; Police Department
Subject: All Alcohol License Transfer Application - Filho's Cucina

Please provide your comments back to me by August 1, 2016.

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

From: [Robert Hart](#)
To: [Lisa Tomyl](#)
Cc: [Building Department](#); [Collector Department](#); [Fire Department](#); [Health Department](#); [Planning Department](#); [Police Department](#)
Subject: Re: All Alcohol License Transfer Application - Filho's Cucina
Date: Friday, July 08, 2016 4:19:34 PM

Lisa,

The Fire Department had no issues with this transfer.

Respectfully,
Robert Hart
Acting Fire Chief
Acton Fire Department

Sent via mobile device

On Jul 8, 2016, at 3:23 PM, Lisa Tomyl <ltomyl@acton-ma.gov> wrote:

Please provide your comments back to me by August 1, 2016.

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

<Interdepartmental Communication - All Alcoholic Beverage License Transfer Bella Famiglia.doc>

<All Alcohol License Transfer - Filho's Cucina.pdf>



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

For Reconsideration

FORM 43
MUST BE SIGNED BY LOCAL LICENSING AUTHORITY

006-00039

Acton

August 8, 2016

ABCC License Number

City/Town

Local Approval Date

TRANSACTION TYPE (Please check all relevant transactions):

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

Name of Licensee EIN of Licensee

D/B/A Manager

ADDRESS: CITY/TOWN: STATE ZIP CODE

Granted under Special Legislation? Yes No
 Annual or Seasonal Category: (All Alcohol; Wine & Malt; Wine, Malt & Cordials; Wine; Malt) Type: (Restaurant, Club, Package Store, General On Premises, Etc.)
 If Yes, Chapter Year

Complete Description of Licensed Premises:

One story building, 1 room for dining, 1 entrance and 3 exits, entire interior space has 3,023 square feet; small outside fenced in patio consisting of 635 square feet.

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

Licensee Contact Person for Transaction Phone:

ADDRESS: CITY/TOWN: STATE ZIP CODE

Remarks:

The Local Licensing Authorities By: _____

Alcoholic Beverages Control Commission
 Ralph Sacramone
 Executive Director

ABCC Remarks: _____



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

Print Form

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
 MONETARY TRANSMITTAL FORM

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

ECRT CODE: RETA

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

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

CHECK NUMBER

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

ATTENTION:

**TO COMPLETE THIS APPLICATION
YOU WILL REQUIRE A
CERTIFICATE OF GOOD STANDING
FROM THE
MASSACHUSETTS
DEPARTMENT OF REVENUE (DOR)**

Please visit their website at www.mass.gov/DOR or
contact the Customer Service Bureau (800-392-6089 or 617-887-MDOR).
for instructions on how to obtain a certificate of good standing.



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

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

0006900039

ABCC License Number

Acton

City/Town

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

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

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

Name	Title	Address	Stock or % Owned
Joseph J. Motzi	President	61 Great Road, Acton, MA 01720	N.A.
Joseph J. Motzi	Treasurer	61 Great Road, Acton, MA 01720	N.A.
Joseph J. Motzi	Secretary	61 Great Road, Acton, MA 01720	N.A.
Joseph J. Motzi	Director	61 Great Road, Acton, MA 01720	N.A.
Joseph J. Motzi	Stockholder	313 Littleton Road, P.O. Box 729, Westford, MA 01886	100%

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

Yes No

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

Name	Title	Address	Stock or % Owned
Oswaldo Z. Filho	President	152 Gay Road, Groton, MA 01450	N.A.
Oswaldo Z. Filho	Treasurer	152 Gay Road, Groton, MA 01450	N.A.
Oswaldo Z. Filho	Secretary	152 Gay Road, Groton, MA 01450	N.A.
* Oswaldo Z. Filho	Director	152 Gay Road, Groton, MA 01450	N.A.
Oswaldo Z. Filho	Stockholder	152 Gay Road, Groton, MA 01450	100%

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

SIGNATURE OF LAST-APPROVED LICENSEE: (J.J.M.): [Signature] President

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

SIGNATURE OF PROPOSED TRANSFEREE: [Signature] PRESIDENT

Date Signed 6/30/16

APPLICATION FOR RETAIL ALCOHOLIC BEVERAGE LICENSE

City/Town

Acton

1. LICENSEE INFORMATION:

A. Legal Name/Entity of Applicant:(Corporation, LLC or Individual) Filho's Great Road, Inc.

B. Business Name (if different) : Filho's Great Road C. Manager of Record: Oswaldo Z. Filho

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

E. Address of Licensed Premises: 59 Great Road City/Town: Acton State: MA Zip: 01720

F. Business Phone: 978-263-2222 G. Cell Phone: 978-302-5976

H. Email: I. Website:

J. Mailing address (If different from E.): 152 Gay Road City/Town: Groton State: MA Zip: 01450

2. TRANSACTION:

- checkboxes for 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:

- checkboxes for 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:

- checkboxes for \$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:

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

5. LICENSE CLASS:

- checkboxes for Annual, Seasonal

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

NAME: Cornelius F. Sullivan, Esquire
ADDRESS: 491 Main Street, Suite D, P.O. Box 731
CITY/TOWN: Groton STATE: MA ZIP CODE: 01450
CONTACT PHONE NUMBER: 978-448-5200 FAX NUMBER: 978-448-5201
EMAIL: Connie@SullivanLawGroton.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."

One story building, 1 room for dining, 1 entrance and 3 exits, entire interior space has 3,023 square feet; small outside fenced in patio consisting of 635 square feet.

Total Square Footage: 3,658 Number of Entrances: 1 Number of Exits: 3
Occupancy Number: 93 Seating Capacity: 79

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: Braunfel II, LLC Phone: 978-502-6190

Address: 313 Littleton Road, P.O. Box 729 City/Town: Westford State: MA Zip: 01886

Initial Lease Term: Beginning Date July 1, 2016 Ending Date June 30, 2021

Renewal Term: 2 Options/Extensions at: 5 Years Each

Rent: \$66,000.00 Per Year Rent: \$5,500.00 Per Month

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

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):

Corporation

Other:

If the applicant is a Corporation or LLC, complete the following:

Date of Incorporation/Organization:

04/01/2016

State of Incorporation/Organization:

Massachusetts

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
Oswaldo Z. Filho	Stockholder	100%	
Oswaldo Z. Filho	Director	N.A.	
Oswaldo Z. Filho	President	N.A.	
Oswaldo Z. Filho	Treasurer	N.A.	
Oswaldo Z. Filho	Secretary	N.A.	

*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
	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:	\$0.00
B. Purchase Price for Business Assets:	\$225,000.00
C. Costs of Renovations/Construction:	\$15,000.00
D. Initial Start-Up Costs:	\$101,000.00
E. Purchase Price for Inventory:	\$2,500.00
F. Other: (Specify) 1st and last months rent and security deposit	\$16,500.00
G: TOTAL COST	\$360,000.00
H. TOTAL CASH	\$135,000.00
I. TOTAL AMOUNT FINANCED	\$225,000.00

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):

\$225,000.00 to be provided by a commercial secured non-revolving line of credit to term note.
 \$135,000.00 to be provided by personal funds borrowed from Oswaldo Z. Filho.

*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:

Name	Dollar Amount	Type of Financing
North Middlesex Savings Bank	\$225,000.00	Commercial line of credit
Oswaldo Z. Filho	\$135,000.00	Personal loan to corporation/licensee

*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:

North Middlesex Savings Bank will have a first lien on all business assets of Filho's Great Road, Inc. as collateral for its commercial line of credit.
 Oswaldo Z. Filho is a stockholder of 100% of the stock of Filho's Great Road, Inc.

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: North Middlesex Savings Bank

2. Amount of Loan: \$225,000.00 3. Interest Rate: 4.75% fixed rate 4. Length of Note: 6 yrs. and 3 months

5. Terms of Loan : L.O.C. up to \$225,000, draw period up to 3 mos. int. only payable monthly, then princ. + int. payable monthly for up to 6 yrs.

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: North Middlesex Savings Bank

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

Premises will be repainted. Two (2) interior arched windows will be opened-up to give more visibility of the kitchen from the dining area. Also, Licensee will be installing a walk-in refrigerator and freezer, a 60 qt. mixer, a steam kettle and a four (4) ft. grill.

21. ANTICIPATED OPENING DATE: July 21, 2016

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

APPLICANT'S STATEMENT

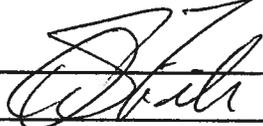
Oswaldo Z. Filho the: sole proprietor; partner; corporate principal; LLC/LLP member
Authorized Signatory

of **Filho's Great Road, Inc.**, hereby submit this application for **an all alcohol section 12 license transfer**
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: **6-29-16**

Title: **President**



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: 4c. Court of Naturalization:

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

4. BACKGROUND INFORMATION:

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

If yes, please describe:

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

If yes, please describe:

C. Have you ever been the Manager of Record of a license that was issued by this Commission? Yes No

If yes, please describe:

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

Tel. No: (978) 448-5664

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	Filho's Great Road, Inc.	B. Business Name (dba)	Filho's Great Road		
C. Address	59 Great Road	D. ABCC License Number (If existing licensee)			
E. City/Town	Acton	State	MA	Zip Code	01720
F. Phone Number of Premise	978-263-2222	G. EIN of License	81-2192213		

2. PERSONAL INFORMATION:

A. Individual Name	Oswaldo Z. Filho	B. Home Phone Number	978-448-6402		
C. Address	152 Gay Road				
D. City/Town	Groton	State	MA	Zip Code	01450
E. Social Security Numbr		F. Date of Birth	4/11/1959		
G. Place of Employment	Filho's Cucina, Inc., 235 Main Street, Groton, MA 01450				

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.

Sole stockholder of Filho's Great Road, Inc.

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

6-29-16

Title

President

(If Corporation/LLC Representative)



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

**STEVEN GROSSMAN
TREASURER AND RECEIVER GENERAL**

CORI REQUEST FORM

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

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

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	<input type="text"/>	LICENSEE NAME:	Filho's Great Road, Inc.	CITY/TOWN:	Acton
---	----------------------	----------------	--------------------------	------------	-------

APPLICANT INFORMATION

LAST NAME:	Filho	FIRST NAME:	Oswaldo	MIDDLE NAME:	Zambom			
MAIDEN NAME OR ALIAS (IF APPLICABLE):	<input type="text"/>	PLACE OF BIRTH:	Sao Paulo, Brazil					
DATE OF BIRTH:	4/11/1959	ID THEFT INDEX PIN (IF APPLICABLE):	<input type="text"/>					
MOTHER'S MAIDEN NAME:	Rinaldi	DRIVER'S LICENSE #:	S01872571	STATE LIC. ISSUED:	Massachusetts			
GENDER:	MALE	HEIGHT:	5	8	WEIGHT:	198	EYE COLOR:	hazel
CURRENT ADDRESS:	152 Gay Road							
CITY/TOWN:	Groton	STATE:	MA	ZIP:	01450			
FORMER ADDRESS:	69 Baddacock Pond Road							
CITY/TOWN:	Groton	STATE:	MA	ZIP:	01450			

PRINT AND SIGN

PRINTED NAME:	Oswaldo Z. Filho	APPLICANT/EMPLOYEE SIGNATURE:	
---------------	------------------	-------------------------------	--

NOTARY INFORMATION

On this 29th day of June, 2016 before me, the undersigned notary public, personally appeared Oswaldo Z. Filho
(name of document signer), proved to me through satisfactory evidence of identification, which were Massachusetts driver's license
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

NOTARY

*My Commission
Expires: 12-17-2021*

DIVISION USE ONLY

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

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

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. It is intended for students to write their answers to the questions. On the left side of the page, there are three circular punch holes, one of which is partially inside the box's boundary.

TRANSFER OF LICENSE CHECKLIST

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

- DOR Certificate of Good Standing FROM SELLER
- Retail Transmittal Form
- \$200.00 Fee made payable to the Commonwealth of Massachusetts or the ABCC
- Newspaper Notice
- Petition for Transfer
- 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
 - Purchase and Sale Agreement
- All financial records, loan agreements and/or documents, for source(s) of money who are funding more than \$50,000 towards this license transaction
- Signed lease or documents proving a legal right to occupy premises

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 (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 (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 : DEPARTMENT OF REVENUE (DOR) CERTIFICATE OF GOOD STANDING **FROM THE SELLER**

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 : NEWSPAPER NOTICE

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
(Transfer of Liquor License from Bella Famiglia, Inc. to Filho's Great Road, Inc.)

TABLE OF CONTENTS OF DOCUMENTS SUPPLEMENTING THE APPLICATION

1. Massachusetts Department of Revenue Certificate of Good Standing and/or Tax Compliance for Bella Famiglia, Inc. dated June 22, 2016;
2. Secretary of the Commonwealth's Certificate of Legal Existence and Good Standing for Filho's Great Road, Inc. dated June 29, 2016;
3. Articles of Amendment approved by the Secretary of the Commonwealth on June 20, 2016 approving the name change of Pesca At Station Avenue, Inc. to Filho's Great Road, Inc.;
4. Secretary of the Commonwealth's Certificate of Legal Existence and Good Standing for Pesca At Station Avenue, Inc. dated April 1, 2016;
5. Articles of Organization approved by the Secretary of the Commonwealth on March 16, 2016 approving the incorporation of Pesca At Station Avenue, Inc.;
6. Corporate Vote at a Special Meeting of the Board of Directors of Pesca At Station Avenue, Inc. held on June 4, 2016 authorizing:
 - a. the change in the corporation's name to Filho's Great Road, Inc.;
 - b. the lease of the commercial space at 59 Great Road, Acton, Massachusetts;
 - c. the purchase of the assets of Bella Famiglia, Inc. including, but not limited to, its liquor license;
 - d. filing of an application with the Acton Board of Selectmen and the Alcohol Beverage Control Commission seeking approval of the transfer of the liquor license from Bella Famiglia, Inc. to Filho's Great Road, Inc.;
 - e. the designation of Oswaldo Z. Filho as the Manager of Record for the liquor license to be transferred to Filho's Great Road, Inc.;
 - f. the corporation to secure a commercial line of credit in an amount not to exceed \$225,000.00 to finance, in part, the purchase of the assets of Bella Famiglia, Inc. and to cover the start-up costs associated with opening a restaurant at 59 Great Road, Acton, Massachusetts; and
 - g. the corporation to borrow up to \$135,000.00 in funds from Oswaldo Z. Filho, personally, to provide the remaining financing necessary for the purchase of the assets of Bella Famiglia, Inc. and to cover remaining start-up costs associated with opening a restaurant at 59 Great Road, Acton, Massachusetts.
7. Copy of the floor plans for the restaurant and outside fenced in patio with the square footage for each room of the restaurant and patio noted thereon;
8. Copy of the Lease Agreement between Braunfels II, LLC and Pesca At Station Avenue, Inc.;
9. Copy of the Promissory Note given by Filho's Great Road, Inc. to North Middlesex Savings Bank in the amount of \$225,000.00;

10. Copy of the Commercial Security Agreement between Filho's Great Road, Inc. and North Middlesex Savings Bank, which includes a 1st lien on all business assets now owned or hereafter acquired of Filho's Great Road, Inc. (the "pledge");
11. Copies of Oswaldo Z. Filho's Citizens Bank, Circle Gold Checking w/interest, Acct.#Ending in: 028-6, for the periods of March 12, 2016 through April 13, 2016, April 14, 2016 through May 12, 2016 and May 13, 2016 through June 13, 2016;
12. Copies of Filho's Cucina, Inc.'s Citizens Bank, Operating Account, Acct.#Ending in:-245-3, for the periods of March 1, 2016 through March 31, 2016, April 1, 2016 through April 30, 2016, May 1, 2016 through May 31, 2016 and June 1, 2016 through June 30, 2016;
13. Copies of Filho's Cucina, Inc.'s Citizens Bank, Escrow Account, Acct.#Ending in:-356-5, for the periods of March 1, 2016 through March 31, 2016, April 1, 2016 through April 30, 2016 and May 1, 2016 through May 31, 2016;
14. Copies of Oswaldo Zambom Filho's Morgan Stanley, Personal Accounts, Acct.#Ending in: 6-152, for the periods of April 1-30, 2016, May 1-31, 2016 and June 1-30, 2016;
15. Copy of Oswaldo Zambom Filho's Certificate of Naturalization and Passport Card;
16. Copy of the Asset Sale Agreement between Bella Famiglia, Inc. and Pesca At Station Avenue, Inc.; and
17. A copy of the 100 ft. abbutters list compiled by the Acton Assessors Office.



MASSACHUSETTS DEPARTMENT OF REVENUE
PO BOX 7044
BOSTON, MA 02204-7044
CONTACT CENTER
(617) 887-6367

Letter ID: L0505054208
Notice Date: June 22, 2016
Case ID: 0-000-081-879

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



BELLA FAMIGLIA INC
59 GREAT RD
ACTON MA 01720-5669

Why did you receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, BELLA FAMIGLIA INC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.

Where can you find additional information?

Visit our website at mass.gov/dor for one-stop access to taxpayer information. You can learn more about state tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights and the appeals process.

You can file your returns, make payments and manage your account at mass.gov/masstaxconnect. You may also contact us by phone at (617) 887-6367 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 5:00 p.m.

Charlene Hannaford
Acting Deputy Commissioner



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

William Francis Galvin
Secretary of the
Commonwealth

Date: June 29, 2016

To Whom It May Concern :

I hereby certify that according to the records of this office,
FILHO'S GREAT ROAD, INC.

is a domestic corporation organized on **April 01, 2016** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Certificate Number: 16060236220

Verify this Certificate at: <http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx>

Processed by: jmu

D
PC

The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

0012166661

FORM MUST BE TYPED

Articles of Amendment

FORM MUST BE TYPED

(General Laws Chapter 156D, Section 10.06; 950 CMR 113.34)

(1) Exact name of corporation: Pesca At Station Avenue, Inc.

(2) Registered office address: 152 Gay Road, Groton, MA 01450
(number, street, city or town, state, zip code)

(3) These articles of amendment affect article(s): Article I
(specify the number(s) of article(s) being amended (I-VI))

(4) Date adopted: June 10, 2016
(month, day, year)

(5) Approved by:

(check appropriate box)

- the incorporators.
- the board of directors without shareholder approval and shareholder approval was not required.
- the board of directors and the shareholders in the manner required by law and the articles of organization.

(6) State the article number and the text of the amendment. Unless contained in the text of the amendment, state the provisions for implementing the exchange, reclassification or cancellation of issued shares.

Article I. The exact name of the corporation is: Filho's Great Road, Inc.

To change the number of shares and the par value, * if any, of any type, or to designate a class or series, of stock, or change a designation of class or series of stock, which the corporation is authorized to issue, complete the following:

Total authorized prior to amendment:

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE

Total authorized after amendment:

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE

(7) The amendment shall be effective at the time and on the date approved by the Division, unless a later effective date not more than 90 days from the date and time of filing is specified: _____

*G.L. Chapter 156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. Chapter 156D, Section 6.21, and the comments relative thereto.

Signed by: _____

 *PAES*

(signature of authorized individual)

- Chairman of the board of directors,
- President,
- Other officer,
- Court-appointed fiduciary,

on this 10th day of June, 2016

Filho's Cucina, Inc.
152 Gay Road
Groton, MA 01450

June 13, 2016

Secretary of the Commonwealth
Corporations Division
One Ashburton Place
Boston, MA 02108-1512

Dear Sir/Madam:

Please be advised that the Board of Directors of Filho's Cucina, Inc. has voted and unanimously consents to Pesca At Station Avenue, Inc. amending its name and adopting as its new name "Filho's Great Road Inc."

Respectfully,



Oswaldo Z. Filho
President and Secretary
Filho's Cucina, Inc.

COMMONWEALTH OF MASSACHUSETTS

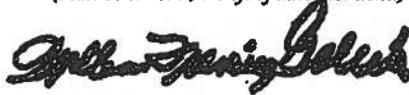
William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

Articles of Amendment
(General Laws Chapter 156D, Section 10.06; 950 CMR 113.34)

1177

I hereby certify that upon examination of these articles of amendment, it appears that the provisions of the General Laws relative thereto have been complied with, and the filing fee in the amount of \$100 having been paid, said articles are deemed to have been filed with me this 20 day of June, 2016, at 1:24 a.m./p.m. time

Effective date: _____
(must be within 90 days of date submitted)



WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

1266509

Filing fee: Minimum filing fee \$100 per article amended, stock increases \$100 per 100,000 shares, plus \$100 for each additional 100,000 shares or any fraction thereof.

Kew
Examiner
CC
Name approval

TO BE FILLED IN BY CORPORATION
Contact Information:

C

M

Cornelius F. Sullivan, Esquire

Cornelius F. Sullivan, PC Attorney At Law

491 Main Street, Suite D, P.O. Box 731, Groton, MA 01450

Telephone: (978) 448-5200

Email: Connie@SullivanLawGroton.com

Upon filing, a copy of this filing will be available at www.sec.state.ma.us/cor. If the document is rejected, a copy of the rejection sheet and rejected document will be available in the rejected queue.

SECRETARY OF THE
COMMONWEALTH
2016 JUN 20 PM 1:24
CORPORATIONS DIVISION



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

William Francis Galvin
Secretary of the
Commonwealth

April 1, 2016

TO WHOM IT MAY CONCERN:

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

PESCA AT STATION AVENUE, INC.

is a domestic corporation organized on **April 1, 2016**, under the General Laws of the Commonwealth of Massachusetts.

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



In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

D

The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED **Articles of Organization** FORM MUST BE TYPED
(General Laws Chapter 156D, Section 2.02; 950 CMR 113.16)

ARTICLE I

The exact name of the corporation is:
Pesca At Station Avenue, Inc.

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. Chapter 156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

ARTICLE III

State the total number of shares and par value, * if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
Common	275,000			

*G.L. Chapter 156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. Chapter 156D, Section 6.21, and the comments relative thereto.

8
P.C.

ARTICLE IV

Prior to the issuance of shares of any class or series, the articles of organization must set forth the preferences, limitations and relative rights of that class or series. The articles may also limit the type or specify the minimum amount of consideration for which shares of any class or series may be issued. Please set forth the preferences, limitations and relative rights of each class or series and, if desired, the required type and minimum amount of consideration to be received.

ARTICLE V

The restrictions, if any, imposed by the articles of organization upon the transfer of shares of any class or series of stock are:

See attached "Sheet A".

ARTICLE VI

Other lawful provisions, and if there are no such provisions, this article may be left blank.

See attached "Sheet B".

Note: The preceding six (6) articles are considered to be permanent and may be changed only by filing appropriate articles of amendment.

SHEET A

Any Stockholder, including the heirs, assigns, executors or administrators of a deceased Stockholder, desiring to sell, transfer or pledge stock owned by him or them, shall first offer it to the corporation through the Board of Director(s), in the following manner:

He shall notify the Board of Director(s) of his desire to sell or transfer by notice in writing, which notice shall contain the price at which he is willing to sell or transfer and the name of one arbitrator. The Board of Director(s) shall within thirty (30) days thereafter, either accept the offer, or by notice to him in writing name a second arbitrator, and these two (2) arbitrators shall name a third arbitrator. It shall then be the duty of these arbitrators to ascertain the value of the stock, and if any arbitrator shall neglect or refuse to appear at any meeting appointed by the arbitrators, a majority may act in the absence of such arbitrator.

After the acceptance of the offer, or the report of the arbitrators as to the value of the stock, the Board of Director(s) shall have thirty (30) days within which to purchase the same at such valuation, but if at the expiration of thirty (30) days, the corporation shall not have exercised the right so to purchase, the owner of the stock shall be at liberty to dispose of the stock in any manner he may see fit.

No shares of stock shall be sold or transferred on the books of the corporation until these provisions have been complied with, but the Board of Director(s) may in any particular instance waive this requirement.

The Board of Director(s) may fix in advance a record date for determining the stockholders having the right to notice of and to vote at any meeting of the stockholders or adjournment thereof or the right to receive a dividend or other distribution or any other rights specified in Massachusetts General Laws Chapter 156D, as the same may be amended from time to time, and in such case, only stockholders of record on such record date shall have such rights notwithstanding any transfer of stock on the books of the corporation after such record date and all as specified in said statute.

SHEET B

The Board of Director(s) may make, amend, or repeal the By-Laws of the corporation in whole or in part, except with respect to any provision thereof which either under the law, the Articles of Organization, or the By-Laws requires action exclusively by the Stockholder(s) entitled to vote thereon; but any by-law adopted by the Board of Director(s) may be amended or repealed by the Stockholder(s).

All meetings of the Stockholder(s) of the corporation may be held within the Commonwealth of Massachusetts or elsewhere within the United States. The place of such meeting shall be fixed in, or determined in the manner provided in the By-Laws.

Each Director or Officer, present or former, of the corporation or of any other corporation, which may own a majority of the stock of Pesca At Station Avenue, Inc. shall be indemnified by this corporation against all costs and expenses reasonably incurred by or imposed upon him/her in connection with or arising out of any action, suit, or proceeding in which he/she may be involved by reason of his/her being or having been such Director or Officer, such expenses to include the cost of reasonable settlements (other than amounts paid to the corporation itself) made with a view to curtailing costs of litigation. The corporation shall not, however, indemnify any such Director or Officer with respect to matters as to which he/she shall be finally adjudged in any such action, suit, or proceeding not to have acted in good faith or not to have acted with the reasonable belief that his/her action was in the best interests of the corporation, or with respect to any other matter on which any settlement or compromise is effected if the total expense, including the cost of such settlement, shall substantially exceed the expense which might reasonably be incurred by such Director or Officer in conducting such litigation to a final conclusion. The foregoing right of indemnification shall not be exclusive of other rights to which any such Director or Officer may be entitled as a matter of law.

In determining the reasonableness of any settlement, the judgment of the Board of Director(s) shall be final.

No contract or other transaction between this corporation and any other firm or corporation shall be affected or invalidated by reason of the fact that any one or more of the Directors or Officers of this corporation is/are interested in, or is/are a member, stockholder, director, or officer of such other firm or corporation; and any Director or Officer, individually or jointly, may be a party or parties to, or may be interested in, any contract or transaction of this corporation or any matter in which this corporation is interested; and no contract, act, or transaction of this corporation with any person or persons, firm, association, or corporation, shall be affected or invalidated by reason of the fact that any Director or Directors or Officer or Officers of this corporation is a party or are parties to, or interested in, such contract, act or transaction; and each and every person who may become a Director or Officer of this corporation is hereby relieved from any liability that might otherwise exist from contracting with this corporation for the benefit of himself/herself or any firm, association, or corporation which he/she may be in any way interested.

Sheet B con't

This corporation may be a partner in any business enterprise which it would have the power to conduct by itself.

ARTICLE VII

The effective date of organization of the corporation is the date and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a later effective date is desired, specify such date, which may not be later than the 90th day after the articles are received for filing:

April 1, 2016

ARTICLE VIII

The information contained in this article is not a permanent part of the articles of organization.

- a. The street address of the initial registered office of the corporation in the commonwealth:
152 Gay Road, Groton, Massachusetts 01450
- b. The name of its initial registered agent at its registered office:
Oswaldo Z. Filho
- c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

President: Oswaldo Z. Filho

Treasurer: Oswaldo Z. Filho

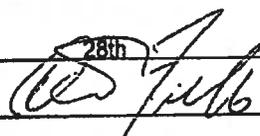
Secretary: Oswaldo Z. Filho

Director(s): Oswaldo Z. Filho

- d. The fiscal year end of the corporation:
December 31st
- e. A brief description of the type of business in which the corporation intends to engage:
Restaurant
- f. The street address of the principal office of the corporation:
152 Gay Road, Groton, Massachusetts 01450
- g. The street address where the records of the corporation required to be kept in the commonwealth are located is:
152 Gay Road, Groton, Massachusetts 01450, which is
(number, street, city or town, state, zip code)

- its principal office;
- an office of its transfer agent;
- an office of its secretary/assistant secretary;
- its registered office.

Signed this 28th day of March, 2016 by the incorporator(s):

Signature: 

Name: Oswaldo Z. Filho

Address: 152 Gay Road, Groton, Massachusetts 01450

COMMONWEALTH OF MASSACHUSETTS

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

Articles of Organization
(General Laws Chapter 156D, Section 2.02; 950 CMR 113.16)

I hereby certify that upon examination of these articles of organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$275 having been paid, said articles are deemed to have been filed with me this 29 day of March, 2016, at 10:10 a.m. p.m.
time

1086
12-1-13
1264822

Effective date: _____
(must be within 90 days of date submitted)



WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

Kew
Examiner
Benny
Name approval

Filing fee: \$275 for up to 275,000 shares plus \$100 for each additional 100,000 shares or any fraction thereof.

TO BE FILLED IN BY CORPORATION
Contact Information:

C

M

Cornelius F. Sullivan, Esquire

491 Main Street, Suite D, P.O. Box 731

Groton, MA 01450

Telephone: (978) 448-5200

Email: Connie@SullivanLawGroton.com

Upon filing, a copy of this filing will be available at www.sec.state.ma.us/cor.
If the document is rejected, a copy of the rejection sheet and rejected document will be available in the rejected queue.

CORPORATION DIVISION

2016 MAR 29 AM 10:10

S

**PESCA AT STATION AVENUE, INC.
CERTIFICATE OF VOTE**

Minutes of a Special Meeting of the Board of Directors

June 4, 2016

At a duly called Special Meeting of the Board of Directors held on June 4, 2016, all board members being present and notice being waived, it was unanimously

VOTED: That the name of the corporation be changed from Pesca At Station Avenue, Inc. to Filho's Great Road, Inc. and to authorize Oswaldo Z. Filho, as President, to do any and all things necessary or convenient to accomplish the name change including, but not limited to, the filing of Articles of Amendment with the Secretary of the Commonwealth and paying any and all fees associated with the same;

VOTED: That Oswaldo Z. Filho, as President, be authorized to enter into a lease on behalf of the corporation for approximately 3,000 square feet of commercial space at 59 Great Road, Acton, Massachusetts for purposes of operating a restaurant, said lease to be for an initial term of 5 years, with the rent not to exceed \$5,500.00/month for said initial term, granting the corporation 2 consecutive options to extend the term of the lease for a period of 5 years each, providing for the corporation's assignment of the lease subject to the reasonable consent of the landlord; and that Oswaldo Z. Filho, as President, be authorized to bind the corporation to any and all other lease terms, which he may deem either beneficial to the corporation or necessary to secure said lease;

VOTED: That Oswaldo Z. Filho, as President, be authorized to enter into an agreement on behalf of the corporation to purchase the assets of Bella Famiglia, Inc. used in connection with its operation of a restaurant at 59 Great Road, Acton, Massachusetts including, but not limited to, its liquor license for a price not to exceed \$225,000.00; and that Oswaldo Z. Filho, as President, be authorized to bind the corporation to any and all other terms, which he may deem either beneficial to the corporation or necessary to secure the purchase of the assets of Bella Famiglia, Inc.;

VOTED: That Oswaldo Z. Filho, as President, be authorized to do any and all things and sign any and all documents necessary or convenient for the transfer of the liquor license from Bella Famiglia, Inc. to Filho's Great Road, Inc. including, but not limited to, the filing of an application with the Acton Board of Selectmen and the Alcohol Beverage Control Commission for the approval of the transfer of said liquor license;

VOTED: That Oswaldo Z. Filho, as President, be appointed and designated as the Manager of Record on the application for the transfer of the liquor license from Bella Famiglia, Inc. to Filho's Great Road, Inc. and that he be authorized to do any and all things and sign any and all documents necessary or convenient to have his designation as Manager approved by the Acton Board of Selectmen and the Alcohol Beverage Control Commission; and

VOTED: That Oswaldo Z. Filho, as President, be authorized on behalf of the corporation to secure a commercial line of credit for the purpose of financing the purchase of the assets of Bella Famiglia, Inc. and to cover the start-up costs associated with opening a restaurant at 59 Great Road, Acton,

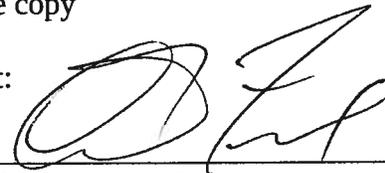
Massachusetts, said commercial line of credit to be for an amount not to exceed \$225,000.00, with a fixed interest rate of 4.75%, for a term of 6 years and 3 months, with a draw period of up to 3 months and with payments during that that 3 month draw period being interest only, with payments thereafter consisting of principal and interest payable monthly for up to 6 years and be upon any other terms or conditions that the President deems necessary or convenient; and that Oswaldo Z. Filho, as President, be authorized on behalf of the corporation to give a first lien on all of the assets of the corporation including, but not limited to, any liquor license, as collateral for said commercial line of credit; and that Oswaldo Z. Filho be authorized to do any and all things and to sign any and all documents necessary or convenient to secure said commercial line of credit; and

VOTED: That Oswaldo Z. Filho, as President, be authorized on behalf of the corporation to borrow a sum of money from himself personally for the purpose of providing the additional financing necessary for the corporation's purchase of the assets of Bella Famiglia, Inc. and to cover the start-up costs associated with opening a restaurant at 59 Great Road, Acton, Massachusetts, said loan not to exceed \$135,000.00, to be interest free, to be for a term of 6 years and 3 months and to be upon any other terms or conditions that the President deems necessary or convenient; and that Oswaldo Z. Filho, as President, be authorized to do any and any and all things and to sign any and all documents necessary or convenient to secure said personal loan.

VOTED: That the Special Meeting of the Board of Directors be adjourned.

A true copy

Attest:



Oswaldo Z. Filho, Secretary
Pesca At Station Avenue, Inc.

Dated: June 4, 2016

26" Hedge - plants
3' High

3/8" x 1/4" STOP
NAILED TO VD,
BLOCKING

2 x 4
3" TH. FIBERGLASS IN

PATIO
FLOOR PLAN

18" Wt 11

PRESSURE-TREATED 2
@ TOP & 2x6 AT SLAB

BASE TO MATCH
EXISTING

METAL ANCHOR BOLTS
FLOORING

CONC FOUNDATION

030058

12" TH. CONC. FOUNDATION WALL W/
2'0" x 12" TH. CONC. FOOTING

4" TH. CONC. SLAB W/ 6x6 WIRE
WELDED WIRE MESH OVER 6 MIL
RAZOR WIRE MIN COMPACTED GRAVEL

635 sq. ft.
P = 107"
RATIO X

36" door

See Articles

ADDITION SLAB

LEASE AGREEMENT

THIS LEASE AGREEMENT made this 10th day of June, 2016, by and between the Braunfels II, LLC, a Massachusetts limited liability company, with principal business offices located at 313 Littleton Road, P.O. Box 729, Westford, MA 01886 (hereinafter referred to as "LESSOR"), which expression shall include its heirs, successors and assigns, where the context so admits and Pesca At Station Avenue, Inc. , a Massachusetts corporation with its usual place of business at 152 Gay Road, Groton, MA 01450 (hereinafter referred to as "LESSEE"), which expression shall include its heirs, successors and assigns, where the context so admits.

WHEREAS, the LESSEE is desirous of entering into a leasehold arrangement with the LESSOR regarding a certain commercial building, land and appurtenant improvements located at and with an address of 59 Great Road, Acton, Massachusetts to be used and operated by the LESSEE as a food establishment business and reasonable uses ancillary thereto; and

WHEREAS, the LESSOR is desirous of leasing to the LESSEE said premises upon the following terms and conditions:

IT IS THEREFORE AGREED:

1. PREMISES & ACCESS AREA. The LESSOR does hereby lease to the LESSEE and the LESSEE hereby leases from the LESSOR the commercial building consisting of approximately three thousand nine (3,000) square feet, more or less (the "Building"), land and appurtenant improvements located at 59 Great Road, Acton, Massachusetts (hereinafter the Building, land and appurtenant improvements sometimes referred to as the "premises" or the "demised premises" or the "leased premises"). The premises shall also include the area outside and adjacent to said Building to serve food and beverages, as permitted by the Town of Acton, and to park motor vehicles of the employees, agents, invitees and business guests of the LESSEE.

LESSEE understands, acknowledges and agrees that the premises are a portion of a single parcel (the "Parcel") owned by LESSOR with a common address of 61 Great Road, Acton, Massachusetts. The Parcel contains an additional commercial building, land and appurtenant improvements which are under separate leasehold arrangement presently with Crossfit 2A, LLC (the "Tenant"). Therefore, in order to more adequately identify the premises for purposes of this Lease Agreement the parties attach hereto and incorporated herein by reference **Exhibit "1"** and denote and agree that the premises in totality shall include that portion of Exhibit 1 outlined in yellow, as well as, rights of ingress and egress by foot or motor vehicle to the premises via the portion denoted on Exhibit 1 as "Access Area".

LESSEE also understands, acknowledges and agrees that the Access Area use is provided on a non-exclusive basis and that the Tenant has co-equal rights of usage in, to and over the

Access Area for its business purposes. LESSEE understands and agrees that under no circumstances shall LESSEE obstruct the Access Area and/or otherwise disturb same so as to interfere with the rights of the Tenant for passage as described herein and that such non-disturbance agreement is a material part of this Lease, the violation of which will cause the LESSOR irreparable harm.

2. **TERM.** The term (the "Term") of this Lease shall be for five (5) years commencing on July 1, 2016 and running up to and including the last day of the month five (5) years after the commencement date; subject, however to the LESSEE'S rights to extend the Term as set forth hereinafter.

3. **RENT, RENT INCREASES AND SECURITY DEPOSIT.**

a. The LESSEE shall pay to the LESSOR as a base rent (hereinafter referred to as the "Base Rent") the annual sum of Sixty-six Thousand and 00/100 (\$66,000.00) Dollars payable in advance, in monthly installments of Five Thousand Five Hundred and 00/100 (\$5,500.00) Dollars; said monthly installments to commence on the first day of the month following the issuance of the Liquor License, and to be paid on the first (1st) day of each and every month thereafter during the Term hereof.

b. The LESSEE shall be obligated to pay the first and last month's rent a security deposit in the amount of Five Thousand Five Hundred and 00/100 (\$5,500.00) Dollars for the faithful performance of its duties hereunder; and which said amount shall be paid upon the execution hereof. In the event the LESSEE defaults in respect of any obligations under this Lease, the LESSOR may apply the whole or any part of the security so deposited for the curing of such default or in reduction of the LESSOR'S damages arising from such default, including any deficiency in the re-letting of the premises, whether such damages accrue before or after summary proceedings or other re-entry by the LESSOR, and such use or application by the LESSOR of the security deposited shall be without prejudice to any other remedy which the LESSOR may have under the terms of this Lease or in law or equity. Upon any such application by the LESSOR, the LESSEE shall on demand replenish that part of the security so used. This deposit shall not have to be kept separate in any way by LESSOR and no interest shall be due on this money at any time. In the event that the LESSEE shall fully comply with all the terms, provisions, covenants and conditions of this Lease, the said security deposit or any balance thereof shall be returned to the LESSEE after the termination of this Lease.

4. **LATE CHARGE.** At the LESSOR's option, the LESSEE shall pay a "Late Charge" of one and one-half (1½%) percent, per month or any portion thereof from the due date of any installment of rent if said rental payment is made more than ten (10) days after its due date; such interest to accrue continuously on any unpaid balance due to the LESSOR and terminating upon the date on which LESSEE makes full payment of all amounts owed to LESSOR. Any such increase shall be payable as additional rent hereunder and shall be payable immediately upon demand. Nothing herein contained shall be deemed to limit any right or remedy which the

LESSOR shall have under this Lease at law or in equity.

5. UTILITIES AND SERVICES. The LESSOR shall provide the following utilities upon the terms and conditions hereinafter set forth:

a. Water and Septic/Sewer - The LESSOR shall provide water and private septic to the subject premises; provided, however, that LESSEE shall pay the cost for such water services within ten (10) days of presentment by LESSOR of the municipal invoice for same. LESSEE's failure to timely pay shall cause LESSEE to become and remain responsible for additional charges including, but not by way of limitation, interest and penalties occasioned by LESSEE's failure to timely pay as aforesaid; such interest to be calculated at the rate of one and one-half (1½%) percent per month from the due date as outlined herein. Water for both buildings on the site follow through the Premises but are separately metered.

On the first and each subsequent anniversary date of the Term hereof, LESSOR shall cause the private sub-surface septic system to be pumped by a company of its choosing regularly engaged in the business thereof and LESSEE shall pay the cost for such service within ten (10) days of presentment by LESSOR of the invoice for same. LESSEE's failure to timely pay shall cause LESSEE to become and remain responsible for additional charges including, but not by way of limitation, interest and penalties occasioned by LESSEE's failure to timely pay as aforesaid; such interest to be calculated at the rate of one and one-half (1½%) percent per month from the due date as outlined herein. Tenant shall have grease traps pumped/clean on a regular basis to insure proper functioning, at Tenant's expense.

b. Heat, Electric, Telephone Service - It is understood by the parties that all services to the subject premises are presently separately metered. Therefore, during the term of this Lease the LESSEE shall upon the commencement thereof open accounts in LESSEE's name for all such utilities and thereafter pay for all LESSEE's utilities, including but not by way of limitation: gas, electricity, fuel, AC and telephone.

c. Interruption of Services - LESSOR shall not be responsible or liable for any interruption of gas, water, septic, heat, air conditioning, electricity or other utility in the premises so long as such interruption is not directly caused by the negligent misconduct of the LESSOR. LESSOR shall not be liable to LESSEE for any compensation or reduction of rent by reason of inconvenience or annoyance or for loss of business arising from the necessity of LESSOR or its agents entering the premises for any of the purposes in this Lease authorized. In case LESSOR is prevented or delayed from making any repairs, alterations or improvements, or furnishing any services or performing any other covenant or duty to be performed on LESSOR'S part, by reason of any cause reasonably beyond LESSOR'S control, LESSOR shall not be liable to LESSEE therefore, nor shall LESSEE be entitled to any abatement or reduction of rent by reason thereof,

or right to terminate this Lease, nor shall the same give rise to a claim in LESSEE'S favor that such failure constitutes actual or constructive, total or partial, eviction from the premises.

LESSOR reserves the right to stop any service or utility system, when necessary by reason of accident or emergency, or until necessary repairs have been completed; provided, however, that in each instance of stoppage, LESSOR shall exercise reasonable diligence to eliminate the cause thereof. Except in case of emergency repairs, LESSOR will give LESSEE reasonable advance notice of any contemplated stoppage and will use reasonable efforts to avoid unnecessary inconvenience to LESSEE by reason thereof.

d. Common Maintenance and Charges - LESSEE shall bear responsibility for maintenance services for the premises. Such services shall include:

- illumination of the premises, inside and out;
- sidewalk and parking lot cleaning and maintenance;
- snow plowing and de-icing of sidewalk and parking lot;
- lawn and shrubbery maintenance (mowing, clipping etc.); and
- dumpster service

LESSEE shall bear full responsibility for the cost of all such services. LESSEE shall insure such services are performed regularly and to the reasonable satisfaction of LESSOR; failing which, LESSOR may, but shall not be obligated to, have such services performed and bill the cost thereof to LESSEE as an additional payment under the Lease Agreement.

6. TAXES & LESSOR INSURANCE.

a. Real Estate Taxes. Commencing with the second year of the lease term, LESSEE shall pay LESSOR as additional rent ("Additional Rent") hereunder any increase in the annual real estate taxes and any betterment assessments assessed against the demised premises for the tax year then in effect and LESSOR shall pay such real estate taxes and assessment directly to the Town of Acton, Massachusetts. LESSEE's share of real estate taxes shall be apportioned for any fraction of a tax year in which the Term of this Lease begins or ends. Since the LESSOR receives one (1) real estate tax bill for the Parcel (meaning the premises are not separately taxed and billed by the Town of Acton), LESSEE's portion of the real estate taxes shall be determined as follows: (i) LESSEE shall pay an amount equal to forty-five (45%) percent of the taxes assessed against the land of the Parcel; and (ii) one hundred (100%) per cent of all such taxes assessed against the Building and improvements (including paved areas) situated on the premises.

LESSOR shall provide LESSEE with copies of the real estate tax bills and assessments pertaining to the Parcel/premises and LESSEE agrees to remit such sum to the LESSOR within ten (10) days thereafter. LESSEE's failure to timely pay shall cause LESSEE to become and remain responsible for additional charges including, but not by way of limitation, interest and

penalties occasioned by LESSEE's failure to timely pay as aforesaid; such interest to be calculated at the rate of one and one-half (1½%) percent per month from the due date as outlined herein.

If LESSOR obtains an abatement of the real estate tax such abatement, less reasonable attorney's fees, if any, shall be refunded to LESSEE.

Real estate taxes shall be apportioned for any fraction of a tax year in which the term of this Lease begins or ends.

"Real estate taxes" means all taxes and special assessments of every kind and nature and user fees and other like fees assessed by any governmental authority on the Building or the premises which the LESSOR shall become obligated to pay because of or in connection with the ownership, leasing and operation of the premises and/or the Building (including without limitation, if applicable the excise prescribed by Mass Gen Laws (Ter Ed) Chapter 121A, Section 10) and reasonable expenses of and fees (including but not by way of limitation attorney's fees, if any) for any formal or informal proceedings for negotiation or abatement of taxes (collectively, "Abatement Expenses"). The amount of special taxes or special assessments to be included shall be limited to the amount of the installment (plus any interest, other than penalty interest, payable thereon) of such special tax or special assessment required to be paid during the year in respect of which such taxes are being determined. There shall be excluded from such taxes all income, estate, succession, inheritance and transfer taxes; provided, however, that if at any time during the Term hereof the present system of ad valorem taxation of real property shall be changed so that in lieu of the whole or any part of the ad valorem tax on real property there shall be assessed on LESSOR a capital levy or other tax on the gross rents received with respect to the premises or Building, or a federal, state, county, municipal, or other local income, franchise, excise or similar tax, assessment, levy or charge (distinct from any now in effect in the jurisdiction in which the premises are located) measured by or based, in whole or in part, upon any such gross rents, then any and all of such taxes, assessments, levies or charges, to the extent so measured or based, shall be deemed to be included within the term "real estate taxes" but only to the extent that the same would be payable if the premises and Buildings were the only property of LESSOR.

b. Personal Property Taxes. In the event that any of the LESSEE'S personal property or, LESSOR'S personal property being utilized by LESSEE, is assessed by the taxing authorities with LESSOR'S real property or otherwise, LESSEE shall pay to LESSOR all of such taxes so attributable to LESSEE'S personal property within ten (10) days after LESSOR provides LESSEE a copy of the tax bill or other satisfactory evidence thereof. LESSEE's failure to timely pay shall cause LESSEE to become and remain responsible for additional charges including, but not by way of limitation, interest and penalties occasioned by LESSEE's failure to timely pay as aforesaid; such interest to be calculated at the rate of one and one-half (1½%) percent per month from the due date as outlined herein.

c. LESSOR'S Insurance. Additional Rent to be paid by the LESSEE shall also include

the premiums for insurance carried with respect to the Building and the Parcel (as pro rated) (including, without limitation, liability insurance, insurance against loss in case of fire or casualty and if there be any first mortgage of the premises, including such insurance as may be required by the holder of such first mortgage). LESSEE shall pay to LESSOR all of such premiums so attributable to LESSEE within ten (10) days after LESSOR provides LESSEE a copy of the bill or other satisfactory evidence thereof. LESSEE's failure to timely pay shall cause LESSEE to become and remain responsible for additional charges including, but not by way of limitation, interest and penalties occasioned by LESSEE's failure to timely pay as aforesaid; such interest to be calculated at the rate of one and one-half (1½%) percent per month from the due date as outlined herein.

7. USE OF LEASED PREMISES. The LESSEE shall use the leased premises only for the purpose of a food establishment business and reasonable uses ancillary thereto and for no other business. LESSEE covenants and agrees that LESSEE will not do or permit anything to be done in or upon the premises, or bring in anything or keep anything therein, which shall increase the rate of insurance on the premises or on the Building above the standard rate applicable to premises being occupied for the use to which LESSEE has agreed to devote the premises; and LESSEE further agrees that, in the event that LESSEE shall do any of the foregoing, LESSEE will promptly pay to LESSOR, on demand, any such increase resulting therefrom, which shall be due and payable as Additional Rent hereunder. Lessor represents that the commercial property that is the subject of this Lease Agreement is zoned for use as a restaurant accommodating a total of 93 seats, which shall include seating both inside and outside the building

8. COMPLIANCE WITH LAWS. The LESSEE acknowledges that no trade or occupation shall be conducted on the leased premises or use made thereof which will be unlawful, improper, noisy or offensive or contrary to the intent expressed in Paragraph 7 above or to any law or any municipal bylaw or ordinance in force in the Town of Acton, Massachusetts. In addition, such use shall in all respects be conducted in accordance with all applicable local, state and federal health, building, zoning and use regulations.

Further, LESSEE agrees to keep the Premises equipped with all safety appliances required by any public authority because of any use made by LESSEE, and to procure all licenses and permits so required because of such use and, if requested by LESSOR, to do any work so required because of such use, it being understood that the foregoing provisions shall not be construed to broaden in any way LESSEE'S permitted use as set forth in Paragraph 7 above.

9. REPAIRS AND ALTERATIONS.

a. The LESSEE shall keep in a neat, clean, sanitary condition and in good repair, reasonable wear and tear only excepted, the interior of the demised premises, including all fixtures and interior walls, floors, ceilings, signs and all interior building appliances and similar equipment and the exterior and the interior portions of all windows, doors and all other glass or plate-glass fixtures thereon; and in the event any replacement is required of fixtures and

equipment, or of floor covering, plate glass, ceilings or any other part of the demised premises, LESSEE shall make such replacement at LESSEE's sole cost and expense, and each replacement shall be of type and quality equal to the original fixture or piece of equipment. LESSEE shall be responsible for the cost and replacement of all lighting apparatus and bulbs and whether on the interior or exterior of the premises. Notwithstanding the foregoing however, in the event any such repairs are occasioned by the negligent actions of LESSOR, its agents, employees, licensees, suppliers, contractors, or business guests, LESSOR shall effectuate said repairs at LESSOR's sole cost and expense.

b. The LESSEE shall keep and maintain in good condition and repair, all electrical, plumbing, gas, heating and air-conditioning facilities (HVAC) within or servicing the demised premises; and in the event any repair or replacement is required of plumbing, heating, gas, electrical and/or air-conditioning (HVAC) LESSEE shall make such replacement at its sole cost and expense, and each replacement shall be of type and quality equal to the original fixture, piece of equipment or building material. Notwithstanding the foregoing, however, in the event any such repairs are occasioned by the negligent actions of LESSOR, her agents, employees, or licensees, suppliers, contractors, or business guests, LESSOR shall effectuate said repairs at LESSOR'S sole cost and expense. In the pursuit hereof, LESSEE agrees that it shall procure and pay the cost of a maintenance contract for the HVAC system(s) which shall provide for regular maintenance thereof. LESSOR agrees that at the commencement hereof it shall have the HVAC system serviced to insure its proper operating condition at the inception of this Lease.

c. Both the LESSOR and LESSEE, after receipt of written notice from the other, shall make any necessary repairs as required hereunder as promptly as practicable after the receipt of such notice; provided, however, that the parties shall not be liable for a delay in commencement of the making of such repairs or for a delay or failure to complete such repairs where such delay or failure is attributable to strikes or other labor conditions, inability or difficulty in obtaining materials or services, war, delays due to the weather, or other cause beyond the reasonable control of the parties.

d. The LESSEE shall at the termination of this Lease remove its goods and effects and peaceably yield up the demised premises, clean and in good order, repair and condition, except for repairs which the LESSOR agrees to make as herein provided, and repair any injury done to the demised premises by the installation or removal of the LESSEE's fixtures or other property.

10. CLEANLINESS.

a. LESSEE shall keep the premises in a clean condition. LESSEE, at LESSEE's sole cost and expense, shall be responsible for the proper storage and the final collection or ultimate disposal of all garbage and rubbish, all in accordance with the regular municipal collection system. LESSEE shall not permit the leased premises to be overloaded, damaged, stripped or defaced, nor suffer any waste, and shall obtain the written consent of LESSOR before erecting any sign on the leased premises and Lessor's consent shall not be unreasonably withheld so long

as Lessee's sign satisfies any and all applicable town regulations . The toilets and pipes shall not be used for any purpose other than those for which they were constructed.

b. LESSEE further agrees that at all times during the term of this lease, it shall conform at its own cost and expense, to the requirements of the Environmental Protection Agency, the Department of Environmental Protection of the Commonwealth of Massachusetts, and the Town of Acton, with respect to any materials, chemicals or fluids expelled into or upon the premises and, if any such materials, chemicals or fluids shall cause damage to the premises, the LESSEE shall reimburse the LESSOR for the cost of repairing the same; furthermore, if the materials, chemicals or fluids expelled upon the premises shall cause any damage to persons or property, including loss of life, the LESSEE shall hold the LESSOR harmless from any and all claims for damages, including legal costs.

11. ALTERATIONS-ADDITIONS. The LESSEE may make structural alterations or additions to the leased premises, provided the LESSOR consents thereto in writing; it being the understanding of the parties that the LESSEE does intend to make renovations to the premises at the commencement hereof. Such alterations shall be made in accordance with plans and specifications therefore first approved by LESSOR, which approval shall not be unreasonably withheld or delayed. However, LESSOR'S determination of matters relating to aesthetic issues relating to alterations or improvements which are visible outside the premises shall be in LESSOR'S sole discretion. Without limiting such standard LESSOR shall not be deemed unreasonable for withholding approval of any alterations which (a) in LESSOR'S opinion might adversely affect any structural or exterior element of the Building, any area or element outside of the premises, or any facility or base building mechanical system serving any area of the Building, or (b) involve or affect the exterior design, size, height, or other exterior dimensions of the Building or (c) will require unusual expense to readapt the premises to normal business use unrelated to restaurant use on Lease termination or expiration or increase the cost of insurance or taxes on the Building unless LESSEE first gives assurance acceptable to LESSOR for payment of such increased cost and that such readaptation will be made prior to such termination or expiration without expense to LESSOR, or (d) are inconsistent, in LESSOR'S judgment, with alterations satisfying LESSOR'S standards for new alterations in the Building. LESSOR'S review and approval of any such plans and specifications and consent to perform work described therein shall not be deemed an agreement by LESSOR that such plans, specifications and work conform with applicable legal requirements ("Legal Requirements") and requirements of insurers of the Building and the other requirements of this Lease with respect to LESSEE'S insurance obligations (herein called "Insurance Requirements") nor deemed a waiver of LESSEE'S obligations under this Lease with respect to applicable Legal Requirements and Insurance Requirements nor impose any liability or obligation upon LESSOR with respect to the completeness, design sufficiency or compliance of such plans, specifications and work with applicable Legal Requirements and Insurance Requirements nor give right to any other parties. Further, LESSEE acknowledges that LESSEE is acting for its own benefit and account, and that LESSEE shall not be acting as LESSOR'S agent in performing any work in the premises.

All alterations and additions shall be part of the Building unless and until LESSOR shall specify the same for removal pursuant to this Lease. All of LESSEE'S alterations and additions and installation of furnishings shall not cause damage the Buildings or the premises or interfere with operation of the Buildings and other improvements to the premises and, except for installation of furnishings, shall be performed by experienced and properly licensed contractors or workers. LESSEE, before its work is started, shall secure all licenses and permits necessary therefore; deliver to LESSOR a statement of the names of all its contractors and subcontractors and the estimated cost of all labor and material to be furnished by them and security satisfactory to LESSOR protecting LESSOR against liens arising out of the furnishing of such labor and material; and cause each contractor to carry worker's compensation insurance in statutory amounts covering all the contractor's and subcontractor's employees and commercial general liability insurance or comprehensive general liability insurance with a broad form comprehensive liability endorsement with such limits as LESSOR may reasonably require, but in no event less than Two Million and 00/100 (\$2,000,000.00) Dollars combined single limit per occurrence on a per location basis (all such insurance to be written in companies approved by LESSOR and naming and insuring LESSOR as an additional insured and insuring LESSEE as well as the contractors), and to deliver to LESSOR certificates of all such insurance. LESSEE shall also prepare and submit to LESSOR a set of as-built plans, in print, showing such work performed by LESSEE. Without limiting any of LESSEE'S obligations hereunder, LESSEE shall be responsible, as Additional Rent, for the costs of any alterations, additions or improvements in or to the Building that are required in order to comply with Legal Requirements as a result of any work performed by LESSEE. LESSOR shall have the right to provide such rules and regulations relative to the performance of any alterations, additions, improvements and installations by LESSEE hereunder and LESSEE shall abide by all such reasonable rules and regulations and shall cause all of its contractors to so abide. LESSEE agrees to pay promptly when due the entire cost of any work done on the Premises by LESSEE, its agents, employees, or independent contractors, and not to cause or permit any liens for labor or materials performed or furnished in connection therewith to attach to the premises or the Building and immediately to discharge any such liens which may so attach.

As the buildout occurs tradesmen shall be timely paid from such account. Nothing contained herein shall limit LESSEE's obligation to pay in full and timely the cost of the buildout and LESSEE hereby agrees to hold LESSOR harmless and indemnified therefrom.

All construction work required or permitted by this Lease shall be done in a good and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, statutes, by-laws, court decisions, and orders and requirements of all public authorities ("Legal Requirements") and all Insurance Requirements.

LESSEE states that it has examined the condition of the premises prior to the commencement of this Lease Agreement and finds all plate glass to be whole, servicing systems fully functioning and the premises in good condition and repair. LESSEE accepts the premises in their present "as is" condition and finds the premises suitable for the intended purpose.

LESSEE agrees to indemnify and hold LESSOR harmless for costs and claims arising out of or relating to said alterations, additions, and LESSEE buildout unless said costs and claims are caused by negligence of the LESSOR or its agents or employees, or hires.

12. ASSIGNMENT-SUBLEASING. The LESSEE shall not, by operation of law or otherwise, assign, sublet, mortgage or otherwise encumber the whole or any part of the Leased Premises without LESSOR's prior written consent, which consent shall not be unreasonably withheld.

Whether or not LESSOR consents to a proposed assignment or sublease, LESSEE shall, promptly upon demand, reimburse LESSOR for all legal fees and other expenses reasonably incurred by LESSOR in connection with any such request.

If LESSOR consents to an assignment of any interest in this Lease or to a sublease to all or any portion of the Demised Premises, LESSEE, as a condition of such consent, shall pay to LESSOR an amount equal to fifty (50%) percent of all Excess Rent promptly upon LESSEE'S receipt thereof. "Excess Rent" means the difference, if any there be, between (i) the total amount of rent and all other sums and charges LESSEE is obligated to pay LESSOR under this Lease; and (ii) the total amount of rent and all other sums due LESSEE under such assignment or sublease during the same period of time.

Assignment of the Lease Agreement with the Lessor's consent shall release Lessee from any of its obligations under the Lease Agreement.

13. LESSOR'S ACCESS. The LESSOR or agents of the LESSOR may, at reasonable times and in reasonable frequency and upon prior telephone or written notice to LESSEE, such notice to be given not less than twenty-four (24) hours in advance of such entry, enter to view the leased premises and may remove placards and signs not approved and affixed, as herein provided, and make repairs and alterations as LESSOR should reasonably elect to do. Any repairs shall be done to minimize disruption to LESSEE'S business.

14. INDEMNIFICATION AND LIABILITY. The LESSEE shall save the LESSOR harmless from all loss and damage occasioned by the use or escape of water or by the bursting of pipes unless said escape is occasioned by natural causes, as well as from any claim or damage resulting from any nuisance made or suffered on the leased premises, unless such loss is caused by the neglect of the LESSOR. LESSEE shall, at its own expense and at all times keep the premises sufficiently heated to prevent the pipes from freezing. In addition, the LESSEE agrees to indemnify and hold LESSOR harmless of, from and against any and all liabilities losses, claims, damages, costs and expenses, including, without limitation, court costs and reasonable attorneys' fees and expenses, LESSOR incurs as a result of any default under this Lease Agreement on the part of LESSEE or any injury or damage to any person or property (i) while in the Demised Premises, unless resulting from the negligence or willful misconduct of LESSOR; (ii) anywhere in or about the Demised Premises occasioned by any act, omission, neglect or fault on the part of

LESSEE, or any employee or invitee of LESSEE; (iii) occasioned by or arising out of LESSEE'S use of the Demised Premises; or (iv) occasioned by or arising out of any act, omission, neglect or fault, or any failure to comply with any of the covenants, terms or conditions of this Lease, on the part of LESSEE or any of LESSEE'S employees or invitees; provided, however, to indemnify and hold LESSEE harmless of, from and against any and all liabilities, losses, claims, damages, costs and expenses, including, without limitation, court costs and reasonable attorneys' fees and expenses, LESSEE incurs as a result of any default under this Lease on the part of LESSOR or any injury or damage to any person or property (i) while in the Demised Premises, unless resulting from the negligence or willful misconduct of LESSEE; (ii) anywhere in or about the Demised Premises occasioned by any act, omission, neglect or fault on the part of LESSOR, or any employee or invitee of LESSOR; or (iii) occasioned by or arising out of any act, omission, neglect or fault, or any failure to comply with any of the covenants, terms or conditions of this Lease, on the part of LESSOR or any of LESSOR'S employees or invitees.

15. LESSEE'S LIABILITY INSURANCE. The LESSEE shall maintain in full force from the date upon which LESSEE first enters the premises for any reason, throughout the Term of this Lease, and thereafter, so long as LESSEE is in occupancy of any part of the premises, commercial general liability insurance or comprehensive general liability insurance written on an occurrence basis with a broad form comprehensive liability endorsement under which LESSEE is the named insured and LESSOR is named as an additional insured with limits which shall, at the commencement of the Term, be \$2,000,000.00 combined single limit per occurrence and from time to time during the Term shall be for such higher limits, if any, as are customarily carried in Greater Boston with respect to similar properties, and worker's compensation insurance with statutory limits covering all of LESSEE'S employees working in the premises, and to deposit promptly with LESSOR on or before the commencement date of this Lease and concurrent with all renewals thereof, certificates for such insurance bearing the endorsement that the policies will not be canceled until after thirty (30) days' written notice to LESSOR. In addition, LESSEE agrees to obtain and maintain, and cause any persons or parties providing services to obtain, the appropriate insurance coverages elsewhere required under this Lease and as also may be determined by LESSOR (including liquor liability, if applicable) and provide LESSOR with evidence of the same. All insurance required to be maintained by LESSEE pursuant to this Lease shall be maintained with responsible companies qualified to do business, and in good standing, in the Commonwealth of Massachusetts and which have a rating of at least "A" and are within a financial size category of not less than "Class VIII" in the most current Best's Key Rating Guide or such similar rating as may be reasonably selected by LESSOR if such Guide is no longer published.

16. FIRE INSURANCE. Neither party shall permit any use of the leased premises which will make voidable any insurance on the property of which the leased premises are a part, or on the contents of said property or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers.

17. FIRE, CASUALTY-EMINENT DOMAIN. Should a substantial portion of the leased premises be substantially damaged by fire or other casualty or be taken by eminent domain, the LESSOR may elect to terminate this Lease. When such fire, casualty or taking renders the leased premises substantially unsuitable for its intended use, a just and proportionate abatement of rent shall be made and the LESSEE may elect to terminate this Lease if:

a. The LESSOR fails to give written notice within thirty (30) days of intention to restore leased premises; or

b. The LESSOR fails to restore the leased premises to a condition substantially suitable for its intended use within ninety (90) days of said fire, casualty or taking.

The LESSOR reserves, and the LESSEE grants to the LESSOR, all rights which the LESSEE may have for damages or injury to the leased premises for any taking by eminent domain, except for damage to the LESSEE's fixtures, property or equipment.

For purposes hereof, the term "substantial" shall mean twenty-five (25%) percent or more of the total square footage of interior floor space having been damaged.

18. DEFAULT AND BANKRUPTCY. LESSEE shall be in default under this Lease if:

a. The LESSEE shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for five (5) days after written notice from LESSOR thereof; or

b. LESSOR having rightfully given the LESSEE the notice specified in subparagraph a. above twice in any calendar year, LESSEE shall thereafter in the same calendar year fail to pay any installment of rent or other sum specified on or before the due date on which the same become due and payable; or

c. The LESSEE shall default in the observance or performance of any other of the LESSEE's covenants, agreements or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof or diligently prosecuted to be completed if more than thirty (30) days are reasonably required for correction; or

d. The LESSEE shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors; or

d. The LESSEE shall file a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States of any state thereof, or the LESSEE shall be adjudged bankrupt or insolvent in proceedings filed against LESSEE; or

e. A receiver or Trustee shall be appointed for the premises or for all or substantially all of the assets of LESSEE; or

f. LESSEE shall desert or vacate or shall commence to desert or vacate the premises or any substantial portion of the premises or shall remove or attempt to remove, without the prior written consent of LESSOR, all or a substantial portion of LESSEE'S goods, equipment, fixtures, furniture, or other personal property; or

g. LESSEE shall do or permit to be done anything which creates a lien upon the premises.

Upon the occurrence of any such events of default, LESSOR shall have the option to pursue either of the following alternative remedies:

1. Without any notice or demand whatsoever, LESSOR may take any one or more of the actions permissible at law to insure performance by LESSEE of LESSEE'S covenants and obligations under this Lease. In this regard, it is agreed that if LESSEE deserts or vacates the premises, LESSOR may enter upon and take possession of such premises in order to protect them from deterioration and continue to demand from LESSEE the monthly rentals and other charges provided in this Lease, and Lessor shall mitigate its damages by exercising good faith efforts to relet the premises; but that if LESSOR does, at its sole discretion, elect to relet the premises, such action by LESSOR shall not be deemed an acceptance of LESSEE's surrender of the premises unless LESSOR expressly notifies LESSEE of such acceptance in writing pursuant to the provisions of this Lease Agreement hereby acknowledging that LESSOR shall otherwise be reletting as LESSEE's agent and LESSEE furthermore hereby agreeing to pay to LESSOR, on demand, any deficiency that may arise between the monthly rentals and other charges provided in this Lease and that actually collected by the LESSOR. It is further agreed in this regard that in the event of any default described in section 18.b. above, LESSOR shall have the right to enter upon the premises without being liable for prosecution of any claim for damages therefore and do whatever LESSEE is obligated to do under the terms of the Lease; and LESSEE agrees to reimburse the LESSOR, on demand, for any expenses which LESSOR may incur in thus effecting compliance with LESSEE'S obligations under this Lease, and LESSEE further agrees that LESSOR shall not be liable for any damages to the LESSEE from such action.

2. LESSOR may terminate this Lease Agreement by written notice to LESSEE, in which event LESSEE shall immediately surrender the premises to LESSOR, and if LESSEE fails to do so, LESSOR may, without prejudice to any other remedy which LESSOR may have for possession or arrearage in rent (including any interest which may have accrued pursuant to the provisions of this Lease), enter upon and take possession of the premises and expel or remove LESSEE and any other person who may be occupying the premises or any part hereof, by legal means. LESSEE hereby waives any statutory requirement for prior notice for filing eviction or damage suits for nonpayment of rent and other charges to the extent permitted by law. In addition, LESSEE agrees to pay LESSOR, on demand, the amount of all loss and damage which

LESSOR may suffer by reason of any termination effected pursuant to this subsection, said loss and damage to be determined by either of the following alternative measure of damages:

i) Until LESSOR is able, through reasonable efforts, to relet the premises, LESSEE shall pay to LESSOR on or before the first day of each month, the monthly rentals and other charges provided in this Lease. After the premises have been relet by the LESSOR, LESSEE shall pay on the fifteenth (15th) day of each month the difference between the monthly rentals and other charges provided in this Lease for the previous month and that actually collected by the LESSOR for such month. If it is necessary for LESSOR to bring suit in order to collect any deficiencies, LESSOR shall have the right to allow such deficiencies to accumulate and to bring an action on several or all of the accrued deficiencies at one time. Any such suit shall not prejudice LESSOR's right to bring similar actions for subsequent deficiencies. Any amount collected by LESSOR from subsequent tenants for any month, in excess of the monthly rentals and other charges provided in this Lease shall be credited to LESSEE in reduction of LESSEE's liability for any month for which the amount collected by LESSOR will be less than the monthly rentals and other charges provided in this Lease; but LESSEE shall have no right to such excess other than the above described credit.

ii) When LESSOR desires, LESSOR may demand a final settlement. Upon demand for a final settlement, LESSOR shall have a right to, and LESSEE agrees to pay, the difference between the total of all monthly rentals and other charges provided in this Lease for the remainder of the Term and the reasonable rental value of the premises for such period, such difference to be discounted to present value at a rate of interest equal to five (5) per cent, per annum.

If LESSOR elects to exercise the remedy prescribed in subsection 18.1 above, this election shall in no way prejudice LESSOR'S right at any time thereafter to cancel said election in favor of the remedy prescribed in subsection 18.2 above. Similarly, if LESSOR elects to compute damages in the manner prescribed by subsection 18.2.i) above, this election shall in no way prejudice LESSOR'S right at any time thereafter to demand a final settlement in accordance with subsection 18.2.ii) above. Pursuit of any of the above remedies shall not preclude pursuit of any other remedies prescribed in other sections of this Lease and any other remedies provided by law. Forbearance by LESSOR to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default.

3. It is further agreed that, in addition to the payments required pursuant to subsections 18.1 and 18.2 above, LESSEE shall compensate LESSOR for all expenses incurred by LESSOR in repossession, including, but not by way of limitation the following: any increases in insurance premiums caused by the vacating of the premises; all expenses incurred by LESSOR in reletting the premises (repairs, remodeling, replacements, advertising, and brokerage commissions); all concessions granted to a new tenant upon reletting; a reasonable allowance for LESSOR'S administrative efforts and such attorney fees and expenses incurred by LESSOR to present, enforce or defend any of LESSOR'S rights or remedies hereunder.

19. NOTICE. Any notice from the LESSOR to the LESSEE relating to the leased premises or to the occupancy thereof shall be deemed duly served if mailed to the leased premises, registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSEE. Any notice from the LESSEE to the LESSOR relating to the leased premises or to the occupancy thereof shall be deemed duly served, if mailed to the LESSOR by registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSOR at the address first given above or at such other address as the LESSOR may hereafter, from time to time, advise. All rent and notices shall be paid and sent to the LESSOR at the address first given above.

20. SURRENDER/HOLDING OVER. The LESSEE shall, at the expiration or other termination of this Lease, remove all LESSEE's goods and effects from the leased premises (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the leased premises but excepting leasehold improvements which shall remain). LESSEE shall deliver to the LESSOR the leased premises and all keys, locks thereto and all alterations and additions made to or upon the leased premises, in the same condition as they were at the commencement of the term, or as they were put in during the term hereof, reasonable wear and tear and damage by fire or other casualty only expected. In the event of the LESSEE's failure to reasonably remove any of LESSEE's property from the premises, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto and at the sole risk of LESSEE, to remove and store any of the property at LESSEE's expense or to retain same under LESSOR's control or to sell at public or private sale any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder or to destroy such property upon Court approval.

Any holding over by LESSEE after the expiration of the term of this Lease shall be treated as a tenancy at sufferance and shall be on the terms and conditions as set forth in this Lease, as far as applicable except that LESSEE shall pay as a use and occupancy charge an amount equal to the greater of (x) 200% of the Annual Base Rent and Additional Rent calculated (on a daily basis) at the highest rate payable under the terms of this Lease, or (y) the fair market rental value of the Premises, in each case for the period measured from the day on which LESSEE'S hold-over commences and terminating on the day on which LESSEE vacates the Premises. In addition, LESSEE shall save LESSOR, its agents and employees harmless and will exonerate, defend and indemnify LESSOR, its agents and employees from and against any and all damages which LESSOR may suffer on account of LESSEE'S hold-over in the premises after the expiration or prior termination of the Term of this Lease. Nothing in the foregoing nor any other term or provision of this Lease shall be deemed to permit LESSEE to retain possession of the premises or hold over in the premises after the expiration or earlier termination of the Term hereof. All property which remains in the Building or the premises after the expiration or termination of this Lease shall be conclusively deemed to be abandoned and may either be retained by LESSOR as its property or sold or otherwise disposed of in such manner as LESSOR may see fit. If any part thereof shall be sold, then LESSOR may receive the proceeds of such sale and apply the same, at its option against the expenses of the sale, the cost of moving and storage,

any arrears of rent or other charges payable hereunder by LESSEE to Landlord and any damages to which LESSOR may be entitled under this Lease and at law and in equity.

21. STRICT PERFORMANCE. Any breach of any term or terms of the within Lease shall give either party the right to take immediate action, either in law or in equity, concerning such breach. However, failure or delay of either party to insist in any instance upon the strict performance of any of the terms hereunder shall not be construed as a waiver or relinquishment of the right to enforce such term or condition, now or in the future, and such terms and conditions shall nevertheless continue in full force and effect.

22. QUIET ENJOYMENT. The LESSOR represents, warrants and covenants that LESSEE shall have quiet possession and enjoyment of the demised premises during the term of this Lease and any renewal and extension thereof.

23. SIGNS. LESSEE shall be allowed to procure and install at LESSEE'S sole cost and expense signage for the advertisement or announcement of the business as is allowed and appropriate, given the zoning bylaws of the Town of Acton and nature of the building. Any permits or authorizations required therefore shall be procured at LESSEE's sole expense.

24. ESTOPPEL CERTIFICATE. LESSEE shall, within ten (10) days of a written request from LESSOR, execute, acknowledge and deliver to LESSOR, or anyone designated by LESSOR, a written statement certifying that this Lease is unmodified and in full force and effect (or that the same is in full force and effect as modified, listing the instruments of modification), the amount and dates to which the rent, security deposits and other charges have been paid, and whether or not to the best of LESSEE'S knowledge LESSOR is in default hereunder (and if so, specifying the nature of the default), it being intended that any such statement delivered pursuant to this Paragraph may be relied upon by a prospective purchaser of LESSOR'S interest or mortgagee of LESSOR'S interest or assignee of any mortgage of LESSOR'S interest in any underlying lease or in the Premises. LESSEE'S failure to so provide the statement requested in the form provided by LESSOR shall constitute an admission and acknowledgement by LESSEE that this Lease is in full force and effect and unmodified; that LESSOR is not in default; that LESSEE has no claim or rights of offset or abatement; that LESSEE has not paid any sum more than thirty (30) days in advance of its due date; and that LESSOR has fully performed under this Lease. In addition, in the event of LESSEE'S failure to provide the statement as requested, LESSEE hereby consents and appoints, for itself, its successors and assigns and all those persons claiming by, through or under it, the LESSOR as its true and lawful attorney, in its name and stead and on behalf of LESSEE to execute, acknowledge and deliver and record any such statements as required hereunder and deemed by LESSOR to be necessary or appropriate to effectuate the purposes hereof; said power of attorney granted hereby being coupled with an interest and irrevocable.

25. ASSIGNMENT OF RENTS. With reference to any assignment by LESSOR of LESSOR'S interest in this Lease, or the rents payable hereunder, conditional in nature or otherwise, which

assignment is made to the holder of a mortgage on property which includes the premises, LESSEE agrees:

a. That the execution thereof by LESSOR, and the acceptance thereof by the holder of such mortgage, shall never be treated as an assumption by such holder of any of the obligations of LESSOR hereunder, unless such holder, shall, by notice sent to LESSEE, specifically otherwise elect; and

b. That, except as aforesaid, such holder shall be treated as having assumed LESSOR'S obligations hereunder only upon foreclosure of such holder's mortgage and the taking of possession of the Premises.

26. RIGHTS OF MORTGAGEE. This Lease shall be subject and subordinate to any mortgage and/or financing statement now or hereafter on the premises, and to each advance made or hereafter to be made under any mortgage, and to all renewals, modifications, consolidations, replacements and extensions thereof and all substitutions therefore. In confirmation of such subordination, LESSEE shall execute and deliver promptly such instruments of subordination as such mortgagee may request from time to time during the term hereof. LESSEE hereby appoints such mortgagee (from time to time) as LESSEE'S attorney-in-fact to execute such subordination upon default of LESSEE in complying with such mortgagee's (from time to time) request. In the event that any mortgagee or its respective successor in title shall succeed to the interest of LESSOR, then, at the option of such mortgagee or successor, this Lease shall nevertheless continue in full force and effect and LESSEE shall and does hereby agree to attorn to such mortgagee or successor and to recognize such mortgagee or successor as its landlord. If any holder of a mortgage which includes the premises, executed and recorded prior to the date of this Lease, shall so elect, this Lease and the rights of LESSEE hereunder, shall be superior in right to the rights of such holder, with the same force and effect as if this Lease had been executed, delivered and recorded, or a statutory Notice hereof recorded, prior to the execution, delivery and recording of any such mortgage. The election of any such holder shall become effective upon either notice from such holder to LESSEE in the same fashion as notices from LESSOR to LESSEE are to be given hereunder or by the recording in the appropriate registry or recorder's office of an instrument in which such holder subordinates its rights under such mortgage to this Lease.

27. CONSENT OF THE PARTIES. The LESSOR and LESSEE agree that where consent of either party is required under the terms of this Lease, it is agreed that in each and every instance consent shall not be unreasonably withheld, conditioned or delayed.

28. RECORDING. LESSOR and LESSEE specifically agree that this Lease shall **not** be recorded in any Registry of Deeds and any violation of this provision shall be deemed a material default of this Lease.

29. SUCCESSORS AND ASSIGNS. All of the covenants, conditions and agreements contained herein shall extend to and be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representative, successors and assigns, but as to the LESSEE only where such assignment is approved in writing by LESSOR and not otherwise.

30. LESSOR CURE. Upon any LESSEE default under this Lease Agreement, LESSOR may, but shall not be obligated to, cure such default at the sole expense of LESSEE. Prior to so doing, LESSOR shall provide LESSEE a written notice of such intent to cure. Any expense incurred by LESSOR in the cure shall be deemed as additional rent for nonpayment and LESSOR shall be entitled to all of its remedies as in the case of nonpayment under this Lease Agreement.

31. WAIVERS. LESSEE agrees that the granting of LESSOR consent to LESSEE to any act of LESSEE requiring such consent hereunder, or the failure of LESSOR to object to any such action taken by LESSEE without such consent (but only when LESSOR has actual knowledge of such action taken by LESSEE), shall not be deemed a waiver by LESSOR of its rights to require such consent for any future or further similar act by LESSEE, and LESSEE hereby expressly covenant and warrants that as to all matters requiring LESSOR consent for each and every act requiring such consent, LESSEE shall not claim any waiver on the part of LESSOR of the requirement to secure such consent.

32. SUBORDINATION. This Lease Agreement shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the Parcel of which the leased premises are a part and the LESSEE shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage.

33. OPTION TO EXTEND. LESSEE shall have Lessee two (2) consecutive options to extend the term of this Lease for a period of five (5) years each. (such period being hereinafter called an "Extension Periods") commencing upon the day after the expiration date of the then original term or Extension Period, as the case may be, provided that LESSEE shall not be in terminable default under any of the terms of this Lease beyond applicable grace periods, at the time of the exercise of any option, and that LESSEE continues to occupy the premises. If LESSEE elects to exercise any one or more of said options, it shall do so by giving notice of such election to LESSOR at any time during the term of this Lease (including any Extension Periods) on or before the date which is six (6) months prior to the commencement of the Extension Period for which such election is exercised. Such Extension Period(s) shall be upon the same terms and conditions as are set forth in this Lease, except that the rent shall be at the then market rate. Market rate for such space shall mean the market rate for restaurant or retail facilities within a seven (7) mile radius of the premises, but in any event no less than the rate for the initial term of this lease.

34. BROKERAGE. LESSEE warrants and represents that LESSEE has not dealt with any broker in connection with the consummation of this Lease and in the event any claim is made against the LESSOR relative to dealings by LESSEE with brokers, LESSEE shall defend the claim against LESSOR with counsel of LESSEE'S selection first approved by LESSOR (which approval will not be unreasonably withheld) and save harmless and indemnify LESSOR on account of loss, cost or damage which may arise by reason of such claim.

LESSOR warrants and represents that LESSOR has not dealt with any broker in connection with the consummation of this Lease and in the event any claim is made against the LESSEE relative to dealings by LESSOR with brokers LESSOR shall defend the claim against LESSEE with counsel of LESSOR'S selection and save harmless and indemnify LESSEE on account of loss, cost or damage which may arise by reason of such claim.

35. WAIVER OF TRIAL BY JURY. To induce LESSOR to enter into this Lease, LESSEE hereby waives any right to trial by jury in any action, proceeding or counterclaim brought by either the LESSOR or LESSEE on any matters whatsoever arising out of or any way connected with this Lease, the relationship of LESSOR and LESSEE, the LESSEE'S use or occupancy of the premises and/or any claim of injury or damage including but not limited to, any summary process eviction action.

36. ENTIRE AGREEMENT. It is expressly understood and agreed by and between the parties hereto that this Lease sets forth all of the promises, agreements, conditions and understandings, either oral or written, between the parties as herein set forth. It is further expressly agreed and understood that no subsequent alteration, amendment, change or addition to the Lease Agreement shall be binding on the LESSOR and LESSEE unless reduced to writing and signed by each of them. It is further agreed that the captions and headings in this Lease Agreement or for convenience only and in no way define, limit or describe the scope or intent of this Lease Agreement.

39. GOVERNING LAW. This Lease has been executed or completed in Massachusetts and is a Massachusetts contract; and all matters affecting its interpretation and the rights hereunder shall be governed by the laws of the Commonwealth of Massachusetts. Should any term of this Lease Agreement, or its application to any individual, condition or circumstance, be found to be invalid, against public policy or unenforceable, such fact shall not render the remainder of the Lease Agreement, or its application to any individual, condition or circumstance other than those as to which it is invalid or unenforceable, affected thereby, and each term and provision of this Lease Agreement shall be valid and enforceable to the maximum extent allowed by law.

40. CONDITION OF LEASE. This Lease Agreement shall be conditional upon Bella Famiglia, Inc. and Pesca At Station Avenue, Inc. executing an Asset Sale Agreement for the assets of Bella Famiglia, Inc. located at and used in connection with the restaurant business currently being conducted at 59 Great Road, Acton, Massachusetts and closing on said Asset Sale Agreement simultaneously with the closing for this Lease Agreement.

IN WITNESS WHEREOF, the LESSOR and LESSEE have hereunto set their hands and seals this 10th day of June, 2016.

Braunfels II, LLC

Shelby L
Witness

By: Joseph J. Motzi, Manager
JOSEPH J. MOTZI
Manager - LESSOR

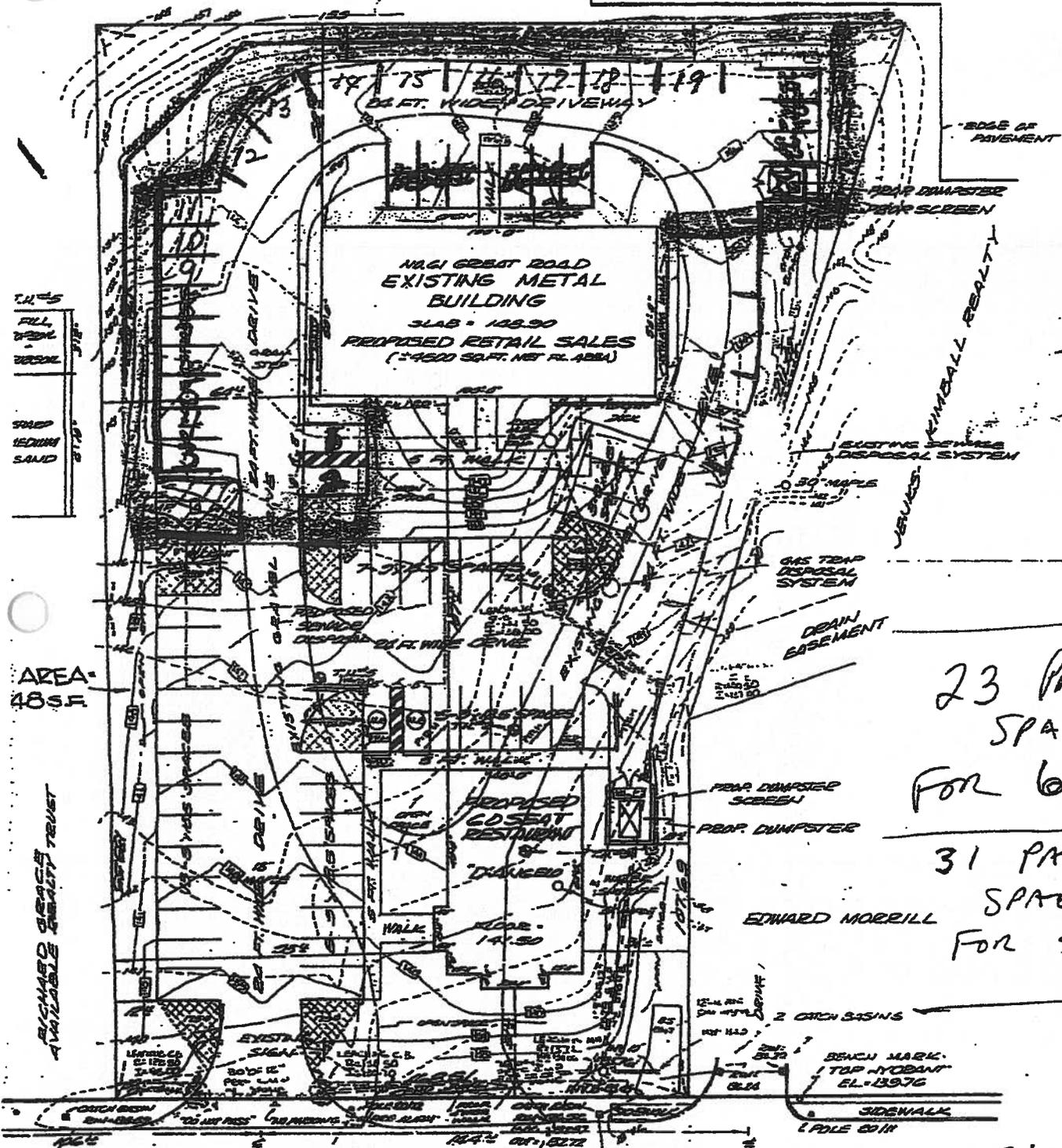
Pesca At Station Avenue, Inc.

Cordeiro Z. Filho
Witness

By: Oswaldo Z. Filho, President
Oswaldo Z, Filho, President, LESSEE

JENKS-KIMBALL REALTY

EXISTING PARKING LOT



23 PARKING SPACES
FOR 61 GREAT ROAD

31 PARKING SPACES
FOR 59 GREAT ROAD

GREAT (RTE. 2A - 1940 STATE HIGHWAY)

ROAD

Exhibit A

A.J. REALTY CO. INDUSTRIAL (BI) ZONE

ALL ELEVATIONS REFER TO N.G.V. DATUM
 - - - - - INDICATES EXISTING CONTOUR
 - - - - - INDICATES PROPOSED CONTOUR
 136.0 INDICATES EXISTING ELEVATION
 137.0 INDICATES PROPOSED ELEVATION

ROBET WELCH



No. 36041670

OPERATION CONFIDENT

NATURALIZATION DIVISION

Personal description of holder
as of date of naturalization:

Date of birth: APRIL 11, 1959

Sex: MALE

Height: 5 feet 9 inches

Marital status: DIVORCED

Country of former nationality:
BRAZIL

USIS Registration No. A031321299

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

(Complete and true signature of holder)

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

at: LAWRENCE, MASSACHUSETTS

The Secretary, having found that:

OSWALDO ZAMBOM FILHO

residing at: GROTON, MASSACHUSETTS



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

U.S. DISTRICT COURT- DISTRICT OF MASSACHUSETTS

at: WORCESTER, MASSACHUSETTS on: JULY 30, 2014

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

U. S. Citizenship and Immigration Services

ASSET SALE AGREEMENT

Parties. This Asset Sale Agreement is made between Bella Famiglia, Inc., a Massachusetts corporation, with principal business offices located at 59 Great Road, Acton, MA 01720 ("Seller"), and Pesca At Station Avenue, Inc., a Massachusetts corporation, with its principal place of business at 152 Gay Road, Groton, Massachusetts 01450 ("Buyer").

RECITALS

Seller is a restaurant business (the "Business") and wishes to sell to Buyer substantially all of the assets of the Seller pertaining to the Business only as further set forth herein.

AGREEMENT

NOW, THEREFORE, for and in consideration of the recitals and of the promises and mutual covenants, agreements, representations and warranties contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller Agree as follows:

1. **Assets.** Seller agrees to sell and Buyer agrees to buy substantially all the assets (the "Assets") of the Business of the Bella Famiglia, Inc, located at 59 Great Road, Acton, MA 01720.
2. The Assets being purchased by the Buyer consist of:
 - a. all the equipment, furniture and fixtures as set forth on Exhibit - A-1, which is attached hereto and made a part hereof,
 - b. all supplies of the Business which shall be determined by an inventory done by the parties at the time of closing, which shall be paid for at Closing by the Buyer at Seller's cost,
 - c. the lists of suppliers and customers of the Business contained in the computer being sold to the Buyer ,
 - d. The Seller's liquor license, if same can be assigned, and
 - e. all good will of the Business.
3. **Excluded Assets.** The Seller shall retain the following assets which are excluded from this sale:
 - a. all of Seller's accounts receivable,
 - b. all of Seller's Business bank accounts and cash on hand,
 - c. all of Seller's prepaid fees and deposits for utility services, insurance, lease and other such fees and deposits.

ASSUMPTION OF LIABILITIES

4. No Assumption of Liabilities. Buyer is not assuming any liabilities and/or obligations of the Seller including any liabilities which may arise with respect to Seller's employees, including but not limited to employee salaries, wages, bonuses, commissions, vacation pay, paid time off, payroll taxes and other compensation and employee benefit plans, and all liabilities of Seller in connection with federal, state, municipal, local and other taxes and other related payment obligations unless this Agreement contains specific provisions whereby Buyer assumes Seller's liabilities. Seller shall retain and shall be responsible for performing and discharging all obligations, liabilities and payments whatsoever with respect to the operation of the Business prior to the Closing, and any claims of customers or others based on any defects in goods and products sold or distributed by Seller prior to the Closing and any services rendered or failed to be rendered by the Seller prior to the date of Closing.

PURCHASE PRICE

5. Purchase Price. Buyer agrees to pay Seller the sum of Two Hundred Twenty-Five Thousand Dollars and xx/100 Dollars (\$225,000.00) for the Business as follows:

- a. \$ 50,000.00 to be deposited with Graham & Graham, P.C. (the "Escrow Agent") with the signing of the Agreement and to be held in escrow pursuant to this Agreement, and
- a. \$175,000.00 by wire transfer at the direction of the Seller at the time of Closing.

6. Allocation of Purchase Price. The Purchase Price shall be for state and federal income tax purposes allocated as follows:

- a. equipment, furniture and fixtures \$ 50,000.00
- b. good will \$175,000.00

If required by the Code, both Buyer and Seller agree to execute the appropriate tax forms to acknowledge the allocations.

7. Closing Adjustments. At closing, all items to be adjusted upon the purchase of a Business shall be made, including

- a. rent, security deposit (if assigned to and accepted by Buyer) and other amounts due pursuant to the Lease,
- b. utilities charges and utilities deposits (if assigned to and accepted by Buyer),
- c. any other expenses and fees of the Business, which Seller has prepaid, if Buyer is credited by the recipient of such prepayment,
- d. cost inventory and supplies paid to Seller by Buyer.

8. Closing. The closing shall take place at the office of Graham & Graham, P.C., on June 30, 2016 at 3:00 p.m. or such other time as may be agreed upon by the parties in writing.

9. Instruments of Transfer. At closing, Buyer and Seller shall execute and/or deliver at closing those documents as the parties attorneys agree are necessary to transfer title to the assets being transferred.

10. Conduct of Business. Seller represents that, pending the closing, Seller shall:

- a. conduct the Business only in the ordinary course;
- b. enter into no contract or incur any commitment for the Business extending beyond the closing date without Buyer's consent;
- c. except as requested by Buyer, maintain the assets of the Business in substantially the same condition as they are at present, reasonable wear and tear excepted;
- d. except as requested by Buyer, use best efforts to preserve the Business organization intact,
 - (1) to keep available to Buyer the services of present employees of the Business,
 - (2) to preserve for Buyer the good will of the suppliers and customers of the Business.

The parties agree that all sales proceeds made through Wednesday, June 30, 2016 shall belong to the Seller. The parties further agree that as of July 1, 2016, or such other closing date as may be agreed upon by the parties in writing and thereafter, all sales proceeds shall belong to the Buyer.

Buyer acknowledges despite Seller's efforts that Seller cannot assure Buyer that all the Business employees will work for Buyer and that all the suppliers and customers of the Business will continue to deal with Buyer after the closing. Notwithstanding, the Seller will use his best efforts to encourage the employees and the Business customers of Seller to continue to deal with the Buyer in a manner similar to the relationship which the Seller and Shareholders have enjoyed with said employees and Business customers.

Buyer further acknowledges that Buyer has had the opportunity to review the Business financial records and to inspect the assets of the Business and has not relied on any warranties or representations of the Seller in purchasing the Business, except those set forth in writing in this Agreement, if any.

11. Conditions to Buyer's Obligations.

- a. This transaction is contingent upon the Buyer entering into a Lease Agreement prior to closing with Braunfels II, LLC for the premises currently occupied by the Seller located at 59 Great Road, Acton, Massachusetts (the "Premises"), upon terms that are mutually acceptable to the parties.
- b. This transaction also is contingent upon Seller assisting the Buyer with the transfer of its current liquor license to Buyer or assisting the Buyer in securing its own liquor license, at Buyer discretion. If the transfer or acquisition of the liquor license has not occurred by the closing date for this Asset Sale Agreement, the Buyer may elect to terminate this agreement and all deposits will be returned. If the Buyer elects to close on this Asset Sale Agreement Seller shall continue to use diligent and good faith efforts to assist the Buyer to secure a liquor license for a period of time not to exceed 6 months from the date of closing.

12. Representations of Seller/Shareholder(s). In order to induce Buyer to enter into this Agreement and to consummate the transaction contemplated hereby, Seller and Shareholders, jointly and severally, represent to Buyer each of the matters set forth below. All representations made by Seller and Shareholders hereunder shall also be deemed to be reaffirmed by them as true and correct as of the date of closing;

- a. Duly Incorporated. Seller is a corporation duly organized, validly existing, and in good standing under the laws of the Commonwealth of Massachusetts, and has all the requisite power and authority to own and operate its properties and to carry out its Business as now being conducted, with the full right to sell the assets as set forth in this Agreement. True, correct and complete copies of the Certificate of Incorporation and Certificate of Legal Existence of the Seller reflecting all amendments thereto through and including the date of this Agreement are attached hereto as Exhibit B.
- b. Title to Assets. Seller has good and marketable title to all of the assets being sold pursuant to this Agreement, and these assets shall not be subject to any security interest, mortgage, pledge, lien, conditional sale agreement or encumbrance whatsoever at the time of their transfer to Buyer.
- c. Litigation. Seller represents that there are no claims, threatened or pending in any court against any of the assets being sold pursuant to this Agreement. That there is no litigation, pending or threatened, by or against the Seller and/or Shareholders nor are Seller and/or Shareholders aware of any claims made or threatened against the Seller and/or Shareholders which may reasonably lead to any such litigation.
- d. Taxes and Tax Returns. All federal, state and local income tax returns and all tax reports of any kind or nature, required to be filed with respect to the Seller's Business and assets of the Seller have been filed with the appropriate governmental agencies in all jurisdictions in which such returns and reports are required to be filed. All of the tax returns are true, correct and complete. All amounts shown as owing on the tax returns have been paid and any additional taxes assessed will be paid. The Seller will pay all such taxes accruing or incurred to date of closing in a timely fashion as required by law and will indemnify and hold harmless the Buyer for any failure to so pay such taxes. Seller has withheld proper and accurate amounts from its employees' compensation (including, without limitation, with respect to income tax and FICA) in full and complete compliance with all withholding and similar provisions of the Internal Revenue Code. No further amounts have been assessed or are owing with respect to years prior to the current fiscal year, and Seller has not entered into any agreement with any taxing authority to extend the statute of limitations with respect to tax liabilities of any year.
- e. The parties agree that Seller shall provide a Release from the Department of Revenue at closing or in the alternative, an amount to be agreed upon in writing by Buyers and Sellers Attorneys shall be held in escrow by Seller's Attorney until Seller provides to Buyer a Release from the Department of Revenue evidencing that all taxes have been paid.

- f. Business Obligations. At the time of closing, all obligations to creditors of the Business, including without limitation, obligations for inventory, rent, utilities and salaries shall be paid in full by the Seller.
- g. Power and Authority. Seller has the corporate power and authority to own and operate the Assets and to carry on its Business and to carry out the transactions contemplated hereby. All corporate actions (including approval of the Board of Directors and Shareholders of Seller) necessary to authorize the transaction contemplated hereby have been taken.
- h. Absence of Conflict. The execution and delivery of this Agreement and the performance and compliance with the terms hereof by Seller and Shareholders will not conflict with, or result in the breach of any of the terms, conditions or provisions of, or constitute a default under, or result in the creation of any lien, charge, restriction or encumbrance upon the Assets pursuant to any trust agreement, indenture, mortgage, pledge, assignment, agreement, or any other instrument or any order, law, rule, regulation, judgment or decree to which Seller or the Shareholders or the Assets may be a party or may be bound.
- i. Wage Claim. No present, former or putative employee of Seller has any claim against the Seller or against the Assets (whether under federal or state law, under any employment agreement or otherwise) on account of or for (a) over-time pay for any period other than for the current payroll period, (b) wages or salary (excluding bonuses and amount accruing under pension and profit sharing plans) for any period other than the current payroll period, (c) vacation, time off, sick pay or pay in lieu thereof (except for vacation, time off and sick pay accumulated in the normal course of Business), or (d) any violation of any statute, ordinance or regulation relating to minimum wages or maximum hours of work.
- j. Employment Discrimination. No person or party (including, but not limited to, any governmental agency) has any claim or basis for any action or proceeding, against the Seller or Shareholders arising out of any statute, ordinance or regulation relating to discrimination in employment or employment practices or occupational safety health standards (including, but no limited to, the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, as amended, the Occupational Safety and Health act or the Age Discrimination in Employment Act of 1967) which, if upheld, would have a material adverse effect on the Business to be transferred hereunder.
- k. Financial Statements. All financial statements of the Seller furnished and to be furnished to Buyer hereunder are true, correct and complete statements of the financial condition and results of such operations as, at and for the period therein specified and were prepared according to generally accepted accounting principles consistently applied and shall contain and reflect all necessary and material adjustments to as to present a fair and accurate statement of the results of the operations and financial condition for the period covered by such financial

statements. There are no facts in existence on the date of this agreement and known to the Seller which might serve as the basis of any material liabilities of the Seller other than those disclosed by the financial statements or tax returns of the Seller. Buyer has had an opportunity to review all of the foregoing records and is satisfied with respect to the content and accuracy.

1. Compliance with Laws. To the best of Seller's knowledge, the Business is in compliance with all zoning, subdivision, health, environmental, fire and building codes, ordinances, statutes and other regulations and shall remain the same through the Closing Date.

The representation made by Seller in subparagraphs a. through l. shall survive the closing for a period for one year.

13. Broker. BUYER and SELLER represent and warrant to each other that they have not contacted any broker in connection with this transaction and were not directed to the other party as a result of any services or facilities of any broker. Each agrees to indemnify the other against and to hold the other harmless from any claim, loss, damage, cost or liability for any brokerage commission or fee which may be asserted by any other real estate broker with whom BUYER or SELLER has dealt in connection with this transaction and resulting from a misrepresentation with respect to the foregoing representations and warranties.

14. There are no Liens against any of the assets which shall survive the Closing, and to the Seller's knowledge, no fact, condition or circumstance exists pursuant to which a Lien may be claimed against any of the Assets. The representation made by Seller in this paragraph 14 shall survive the closing for a period for one year.

15. Escrow Agent: The escrow agent for purposes of this Asset Sale Agreement shall be Steven R. Graham, Esquire of Graham & Graham, PC, 91 Main Street, Suite 204, Concord, MA 01742. The parties agree that the escrow agent shall hold all funds placed in escrow pending written receipt of instructions mutually given by both Seller and Buyer or by order of a Court of competent jurisdiction. The Escrow Agent shall not be liable for any mistake of fact or error of judgment or any acts or omissions of any kind unless caused by willful misconduct. Parties hereto each release the Escrow Agent from any act done or omitted to be done by the Escrow Agent in good faith in a performance of its obligations and duties hereunder. The Escrow Agent shall be entitled to rely on any instrument or signature believed by it to be genuine and may assume that any person purporting to give any writing, notice, or instruction in connection with this agreement is duly authorized to do so by the party on whose behalf such writing, notice, or instruction is given. The undersigned jointly and severally agree to protect and indemnify the Escrow Agent for and hold it harmless against any loss, liability, or expense incurred without the willful misconduct on the part of the Escrow Agent, arising out of or in connection with the acceptance of, or the performance of its duties under this Agreement, as well as the costs and expenses of defending against any claim or liability arising from this Agreement.

16. Assumed Contracts. There are no contracts to be assumed by the Buyer.

17. Bulk Sales Act. The parties agree to waive compliance with any state or local bulk sales act, rule or regulations applicable to the sale of the Assets.

18. Public Announcements. Seller and Buyer each shall not and shall cause its affiliates not to issue any press release or make any other public announcement (including an announcement to employees after the date of this Agreement) relating to the subject matter of this Agreement without first having received the prior written approval of the other party hereto.

20. Notices. All notices under this Purchase and Sale Agreement shall be given by certified mail.

To Buyer: Pesca At Station Avenue, Inc.
152 Gay Road
Groton, MA 01450
ATTENTION: Oswaldo Z. Filho

To Buyer's
Attorney: Cornelius F. Sullivan, Esquire,
Cornelius F. Sullivan, PC Attorney At Law
491 Main Street, Suite D, P.O. Box 731
Groton, MA 01450

To Seller: Bella Famiglia, Inc.
59 Great Road
Acton, MA 01720
ATTENTION: Joseph J. Motzi

To Seller's
Attorney: Steven R. Graham, Esq.
Graham & Graham, PC
91 Main Street, Suite 204
Concord, MA 01742

To Escrow
Agent: Steven R. Graham, Esq.
Graham & Graham, PC
91 Main Street, Suite 204
Concord, MA 01742

21. Entire Agreement. This agreement, together with the attached Schedule and Exhibits, contains the entire agreement between the parties and is intended as a final expression of their agreement and a complete statement of the terms thereof and may not be modified except in a writing signed by the parties hereto.

Signatures on the following page.

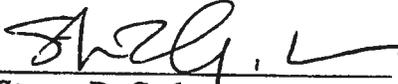
Witness our hands and seals this 10th day June, 2016.

Bella Famiglia, Inc. Seller

Pesca At Station Avenue, Inc.

By: 
Joseph J. Motzi, President and
Treasurer

By: 
Oswaldo Z. Filho, President

Escrow Agent: 
Steven R. Graham

**Bella Famiglia Equipment
Kitchen**

A-1

No.	Description
1	54" True Cooler
1	76" 3-door freezer - 2 compressors
3	5'x30" Stainless table with under shelf
1	5'x30" Stainless over shelf and under shelf
1	5' Pizza prep refrigerator with shelves
1	32" Deli station with shelves
1	54"x30" Prep table with sink shelf over and under
1	58" 4-bay steam table
1	27" freezer
1	36" cheese melter
2	7' Bakers Pride pizza ovens
1	40" Convection oven
1	15" Fryolater
1	12" prep table
1	3' Frymaster pasta cooker
1	5' 2-drawer refrigerator sautee station with over shelf
1	4' 8 burner stove
1	12" Charcoal grille
1	7'7"x10' Walk-In Cooler
1	12'x7' Dish machine area with shelves
1	24"x24" Jackson Dish Machine
1	90" three-bay sinks with drain boards
1	30"x32" Manitowac Ice Machine
1	6'x18" Stainless Rack
1	3'x18" Stainless Rack
4	4'x4' shelves in Walk-In
3	3'x4' shelves in Walk-In
2	12" Hand Sink
1	27" Mop sink
4	Kitchen printers
	Pots, pans and kitchen utensils
	Dishware, silverware and glasses for 93 seat restaurant

**Bella Famiglia Equipment
Patio**

No.	Description
4	48" Round Tables
2	24" Round Tables
24	Chairs

**Bella Famiglia Equipment
Storage Room and Liquor Room**

No. Description

Storage Room:

- 3 4'x21" Racks - 5 shelves
- 4 Full size chaffing dishes

Liquor Room:

- 2 42"x24" Racks - 5 shelves

**Bella Famiglia Equipment
Bar**

A-1

No.	Description
1	38"x24" Pass Thru ice machine with speed rack
1	7'x25" Draft beer cooler, 4 heads, 3 doors
1	36"x28" Ice station with sink, mixer and speed racks
1	12" Hand sink
1	5' Three-bay sink, 3 end drain poars with speed rack
2	4' Norlake storage cabinets
1	7' 3-door beer cooler
1	POS Bar terminal

**Bella Famiglia Equipment
Dining Room**

No.	Description
9	36"x36" tables
2	36"x24" tables
1	48" round table
1	51" round table with flaps
50	padded chairs
1	7' built-in glass rack
1	POS Server terminal

**Bella Famiglia Equipment
Godfather Room**

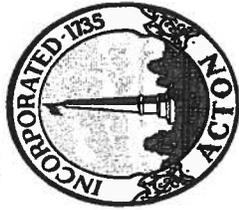
No.	Description
1	6'x30" Table
4	30"x24" Tables
8	Padded Chairs
16	Blue Banquet Chairs

**Bella Famiglia Equipment
Host Station**

No.	Description
1	Cannon Printer
1	POS Register Terminal
1	45" Built in Host Station Cabinet
1	4' Built in Host Station Cabinet

**Bella Famiglia Equipment
Lounge**

No.	Description
4	30"x48" High Top tables
2	30"x30" High Top tables
27	padded bar stools with backs
5	padded bar stools without backs
1	Nordica Baby Grand Piano
1	42" Built-in glass rack
1	POS Server Terminal



Town of Acton
472 Main Street
Acton, MA 01720
Telephone (978) 264-9622
Fax (978) 264-9630

Brian McMullen
Chief Assessor

Locus: 61 Great Rd
Parcel ID: G5-50

Location	Parcel ID	Owner	Co-Owner	Mailing Address	City ST Zip
G5-42	7 POPE RD	NELSON HORNE MARINA E	NELSON ELIOT	7 POPE RD	ACTON, MA 01720
G5-46	63 GREAT RD	JNCR 65 GREAT RD LLC		11 WHEELING AVENUE	WOBURN, MA 01801
G5-57	60 GREAT RD	60 GREAT ROAD LLC		60 GREAT RD	ACTON, MA 01720
G5-58	55 GREAT RD	55 GREAT PROPERTIES LLC		41 MERIAM ST	LEXINGTON, MA 02420
G5-62	56 GREAT RD	ROCHFORD DIANE F		5 MINUTEMAN DRIVE	BEDFORD, MA 01730
G5-72-3	1-9 BAYBERRY RD	MORAN ROBERT & FRIZZELLA	BAYBERRY REALTY TR	200 GREAT RD SUITE W 253	BEDFORD, MA 01730

The owner of land sharing a common boundary or corner with the site of the proposed activity (100 feet) in any direction, including land located directly across a street, way, creek, river, stream, brook or canal. The above are as they appear on the most recent applicable taxes.

Kelly Schorr
Acton Assessors Office

29-Jun-16

Zimbra

connie@sullivanlawgroton.com

RE: 100 ft. abutters list

From : Kelly Schorr <kschorr@acton-ma.gov>
Subject : RE: 100 ft. abutters list
To : 'Connie' <connie@sullivanlawgroton.com>

Thu, Jun 30, 2016 03:29 PM

📎 1 attachment

Hi Connie,

Your abutters list is attached. We have a signed, hard copy here in the assessor's office available for pickup if needed.

Regards,
Kelly

-----Original Message-----

From: Connie [mailto:connie@sullivanlawgroton.com]
Sent: Wednesday, June 29, 2016 12:37 PM
To: Assessor Department
Subject: 100 ft. abutters list

Dear Kelly:

As I mentioned by telephone a few minutes ago, I represent a client (Filho's Great Road, Inc.), which is applying for a transfer of a liquor license (currently held by Bella Famiglia, Inc.) and used at its restaurant, which is located at 61 Great Road in Acton. My client will be required to appear at a public hearing before the Selectmen seeking approval for the transfer of the liquor license and will be required to give all abutters within 100 feet of the property located at 61 Great Road notice of the public hearing.

I am requesting that your office provide me with a 100 foot abutters list for the property at 61 Great Road owned by Braunfels II, LLC. The parcel ID for this property is: G5-50.

Please provide me with the 100 foot abutters list by e-mail.

Thank you in advance for your assistance with this matter.

Sincerely,
Connie Sullivan

Cornelius F. Sullivan, PC Attorney-At-Law

491 Main Street, Suite D
P.O. Box 731
Groton, MA 01450
Tel. No: (978) 448-5200
Fax No: (978) 448-5201
Connie@SullivanLawGroton.com
Sullivan Law Groton

 **61.GreatRd.100ft 0616.xls**
247 KB

From: [Frank Widmayer](#)
To: [Lisa Tomyl](#)
Subject: RE: All Alcohol License Transfer Application - Filho's Cucina
Date: Monday, July 18, 2016 1:52:23 PM

Lisa,

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

Regards,
Frank

Frank J. Widmayer III
Chief of Police

From: Lisa Tomyl
Sent: Friday, July 08, 2016 3:23 PM
To: Building Department; Collector Department; Fire Department; Health Department; Planning Department; Police Department
Subject: All Alcohol License Transfer Application - Filho's Cucina

Please provide your comments back to me by August 1, 2016.

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