



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

**Office of the Town Manager**

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**Town of Acton  
Notice of Hearing**

Notice is hereby given under Chapter 138, section 15 of the General Laws, that the Board of Selectmen will hold a hearing in the Francis Faulkner Room in the Acton Town Hall on March 21, 2016 at 8:00 p.m. on the application of Chaki Corporation., for a malt and wine license transfer from Acton Market, Inc, d/b/a Acton Convenience, located at 467 Great Road, Acton, MA.

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

**ACTON BOARD OF SELECTMEN**



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

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**INTERDEPARTMENTAL COMMUNICATION**

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

From: Lisa Tomyl

Subject: All Alcohol Beverage License Transfer, Acton Market, Inc. to Chaki Corporation

Enclosed is a request from Chaki Corporation for a transfer of a malt and wine package store license from Acton Market, Inc d/b/a Acton Convenience, 467 Great Road, Unit 4, Acton MA.

Please forward any comments you may have regarding this application. The public hearing will be March 21, 2016 at 8:00 PM



**TOWN OF ACTON**  
**Health Department**  
472 Main Street  
Acton, Massachusetts, 01720  
Telephone (978) 929-6632  
Fax (978) 264-9630

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February 29, 2016

TO: Lisa Tomyl, Town Manager's Office

FROM: Sheryl Ball, Interim Health Director

RE: All Alcohol Beverage License Transfer, Acton Market, Inc. to Chaki Corporation – 467 Great Road, Unit 4 Acton, MA 01720

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The Health Department has reviewed the application for the transfer of an All Alcohol Beverage License from Acton Market, Inc. to Chaki Corporation – 467 Great Road, Unit 4 Acton, MA 01720 and has no concerns with this transfer.

## Lisa Tomyl

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**From:** Roland Bartl  
**Sent:** Monday, February 29, 2016 3:35 PM  
**To:** Lisa Tomyl  
**Cc:** Planning Department  
**Subject:** RE: Transfer of Package Store License

no zoning issue

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

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**From:** Lisa Tomyl  
**Sent:** Monday, February 29, 2016 3:06 PM  
**To:** Building Department; Health Department; Collector Department; Fire Department; Planning Department; Police Department  
**Subject:** Transfer of Package Store License

As a reminder, I will need your comments/ recommendations this week.

Thank you!

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](mailto:ltomyl@acton-ma.gov)

**From:** [Frank Widmayer](#)  
**To:** [Lisa Tomyl](#)  
**Subject:** RE: Package Store Transfer of License  
**Date:** Monday, February 29, 2016 2:57:31 PM

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Lisa,

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

Regards,  
Frank

Frank J. Widmayer III  
Chief of Police

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**From:** Lisa Tomyl  
**Sent:** Wednesday, January 13, 2016 12:44 PM  
**To:** Health Department; Building Department; Collector Department; Fire Department; Planning Department; Police Department  
**Subject:** Package Store Transfer of License

Please review and send comments by March 1<sup>st</sup>.

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](mailto:ltomyl@acton-ma.gov)



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

Print Form

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

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

ECRT CODE: RETA

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

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

CHECK NUMBER

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**



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

**PETITION FOR TRANSFER OF OWNERSHIP**

**000600023**  
ABCC License Number

**Acton**  
City/Town

The licensee **Acton Market, Inc.** and the proposed transferee **Chaki Corporation d/b/a Acton Convenience** respectfully petition the Licensing Authorities to approve the following transfer of ownership.

Is the PRESENT licensee a Corporation/LLC 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
Anthony Russo	President	465 Great Road, Acton, MA 01720	

Is the PROPOSED transferee a Corporation/LLC, 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.

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

Name	Title	Address	Stock or % Owned
*Sheel Patel	Pres., Treas., Clerk, Dir.	1517 Gorham Street, Lowell, MA 01852	100

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

SIGNATURE OF LAST-APPROVED LICENSEE: *[Signature]* **PRESIDENT**  
(If a Corporation/LLC, by its authorized representative)

Date Signed **03/24/2015**

SIGNATURE OF PROPOSED TRANSFEREE: *[Signature]* **as President**

APPLICATION FOR RETAIL ALCOHOLIC BEVERAGE LICENSE

City/Town

Acton

1. LICENSEE INFORMATION:

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

B. Business Name (if different) : Acton Convenience C. Manager of Record: Sheel Patel

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

E. Address of Licensed Premises: 467 Great Road, No. 4 City/Town: Acton State: MA Zip: 01720

F. Business Phone: (978) 263-9639 G. Cell Phone: (732) 491-1037

H. Email: ritapatel8@me.com I. Website:

J. Mailing address (if different from E.): 1517 Gorham Street City/Town: Lowell State: MA Zip: 01852

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 General On-Premises, \$12 Tavern (No Sundays), \$15 Package Store

4. LICENSE CATEGORY:

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

5. LICENSE CLASS:

- checkboxes for Annual, Seasonal

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

NAME: Brian T. Akashian, Esquire  
ADDRESS: 1 Courthouse Lane  
CITY/TOWN: Chelmsford STATE: MA ZIP CODE: 01824  
CONTACT PHONE NUMBER: (978) 459-6320 FAX NUMBER: (978) 452-9737  
EMAIL: brian@themurphyloffices.com

**7. DESCRIPTION OF PREMISES:**

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

A single story building consisting of 2,947 square feet with one main entrance/exit in front and two exits on left side of the building.

Total Square Footage: 2,947 Number of Entrances: 1 Number of Exits: 2  
Occupancy Number: Seating Capacity:

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

**8. OCCUPANCY OF PREMISES:**

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

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

Other:

Landlord is a(n): Trust Other:

Name: WS Trust Phone: (978) 371-3344

Address: P.O. Box 2350 City/Town: Acton State: MA Zip: 01720

Initial Lease Term: Beginning Date 01/01/2016 Ending Date 12/31/2023

Renewal Term: 5 years Options/Extensions at: 1 Years Each

Rent: \$55,620.00 Per Year Rent: \$4,635.00 Per Month

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

**IMPORTANT ATTACHMENTS (4):**

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

**9. LICENSE STRUCTURE:**

The Applicant is a(n):

Corporation

Other :

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

Date of Incorporation/Organization:

01/08/2015

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 (e.g. landlord with a percentage rent based on alcohol sales).

**IMPORTANT ATTACHMENTS (5):**

A. All individuals or entities listed below are required to complete a Personal Information Form.

B. All shareholders, LLC members or other individuals with any ownership in this license must complete a CORI Release Form.

Name	All Titles and Positions	Specific # of Stock or % Owned	Other Beneficial Interest
Sheel Patel	Pres., Treas., Clerk, Director	100%	None.

\*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 or Principal Representative a U.S. Citizen?

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

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

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

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

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

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

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

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

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

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

A. Purchase Price for Real Property:	\$0.00
B. Purchase Price for Business Assets:	\$45,000.00
C. Costs of Renovations/Construction:	\$0.00
D. Initial Start-Up Costs:	\$5,000.00
E. Purchase Price for Inventory:	\$5,000.00
F. Other: (Specify)	\$0.00
<b>G: TOTAL COST</b>	<b>\$55,000.00</b>
<b>H. TOTAL CASH</b>	<b>\$55,000.00</b>
<b>I. TOTAL AMOUNT FINANCED</b>	<b>\$0.00</b>

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

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

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

\$ 55,000.00 from ITEX Account No. 6176171001820

\*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 17(I) WILL DERIVE:**

A.

Name	Dollar Amount	Type of Financing

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

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

If yes, please describe:

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

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

1. If yes, to whom:

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

5. Terms of Loan :

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

1. If yes, to whom:

2. Number of Shares:

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

If yes, to whom:

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

**20. CONSTRUCTION OF PREMISES:**

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

21. ANTICIPATED OPENING DATE:

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

**APPLICANT'S STATEMENT**

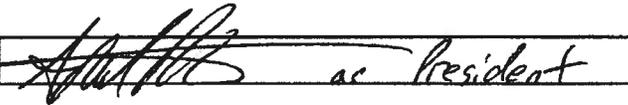
I, Sheel Patel the  sole proprietor;  partner;  corporate principal;  LLC/LLP member

of Chaki Corporation, hereby submit this application for Transfer (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:  ac President

Date: 03/24 /2015

Title: President

LEASE

This lease is made, under seal, as of December 1, 2015 between Landlord and Tenant.

1. As used in this lease, the following terms shall have the meanings set out below:

A. Landlord: James B. White, not individually but as Trustee of WS Trust, created under declaration of trust dated October 24, 1979 and recorded with the Middlesex South District Registry of Deeds at Book 13833, Page 199

B. Tenant: CHAKI Corporation, a Massachusetts corporation.

C. Premises: The space within the building ("Building") known as and numbered 465 Great Road, Acton, MA, which space is more particularly identified as "Tenant Space No. 4" on Exhibit A attached hereto. The parties agree that there are 2,947 rentable square feet in the Premises. The Premises includes all glass, interior walls, and wiring and electrical and other components serving the Premises. As appurtenant to the Premises, Tenant shall have the non-exclusive right to use, in common with others from time-to-time designated by Landlord, the: a) external areas of the site ("Site") on which the Building is located for parking, dumpster, and septic system purposes, in each case subject to Landlord's prior approval, and b) common bathrooms. The Site is comprised of two parcels, being parcels 19 and 19-2, shown on the site plan attached hereto as Exhibit B. The Building and the Site are herein collectively referred to as the "Property". Landlord reserves the right to: a) designate parking spaces for the exclusive use of Tenant and/or others occupying any part or all of the Building, b) require that all occupants of the Building share external facilities (such as dumpsters), and c) access and use portions of the Premises for installing, maintaining repairing, and replacing wiring, electrical components, and other equipment from time-to-time serving other parts of the Building. Tenant shall abide by (and cause its employees and others doing business with Tenant to abide by) such rules and regulations as Landlord may from time to time promulgate with respect to the Property. Except as expressly herein provided, no appurtenant rights are given under this lease to Tenant.

D. Original Lease Term: A period of eight (8) Lease Years, starting as of January 1, 2016 (the "Commencement Date".) Unless inappropriate to the context, "Original Lease Term" and "Lease Term", and "lease term" shall have the same meaning.

E. Rent: For the first Lease Year, Rent is fifty-five thousand six hundred twenty and 00/100 dollars (\$55,620.00) , which is forty-six hundred thirty- five and 00/100 dollars (\$4,635.00) per month. Thereafter, on the first day of each succeeding Lease Year of the Original Lease Term, starting with the Lease Year beginning January 1, 2017, Rent shall increase by the greater of: a) three percent (3%), or b) the increase in the CPI during the Lease Year which has just ended. CPI shall mean the Consumer Price Index for All Urban Consumers (CPI-U) in the Boston metropolitan area, provided it is available. The increase shall be the amount reasonably calculated by Landlord based on the CPI or, if it is not available, other available statistics.

F. Landlord's Mailing Address: Box 2350, Acton, MA 01720

G. Tenant's Mailing Address: 467 Great Road, Acton, MA 01720

H. Permitted Use: A convenience store. The only alcoholic beverages that may be sold are wine and beer.

I. Lease Year: Each period of twelve (12) consecutive calendar months during the lease term. The first Lease Year shall be the period from January 1, 2016 through December 31, 2016.

J. Security Deposit: Six thousand dollars (\$6,000)

K. Tenant's Percentage Share: Thirty-two and three-quarters percent (32.75%)

M. Option Period: One period of five (5) Lease Years. Tenant shall elect the Option Period only in the manner set forth in Section 35. If the Option Period is properly elected, Rent as of start of the first Lease Year of the Option Period shall be adjusted to the FMRR (Fair Market Rental Rate) in accordance with the procedures set forth in Section 35, below. For the second and each subsequent Lease Year of the Option Period, Rent shall annually increase by the Rent Adjustment Factor specified in Section 35.

N. Guarantors: Nemish Patel and Rita Patel, husband and wife, residing at 1517 Gorham Street, Lowell, MA 01852. *and Sheel Patel.*

2. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises. The lease duration shall be for the Original Lease Term, unless sooner terminated or extended as provided herein.

3. Rent is payable monthly, in equal installments, on the first day of each month, in advance, without demand, offset, or deduction. The first Rent payment is due on the Commencement Date and shall include payment for any succeeding partial month. Payments of Rent and other payments due Landlord under this lease shall be sent to Landlord's Mailing Address, or to such other address as Landlord may specify.

4. In addition to payments of Rent, Tenant shall, within ten (10) days after receiving a statement therefor, pay Landlord Tenant's Percentage Share of: a) Taxes (as hereinafter defined), and b) CAM Charges (as hereinafter defined). As used herein: a) "Taxes" shall mean all real estate taxes, municipal charges, and other local, state, or federal governmental levies or assessments against or with respect to the Property, and any substitutes therefor or supplements thereto, and shall include any separate tax on the Rent or other charges payable under this lease, and b) CAM Charges shall mean all costs incurred by landlord for maintaining, repairing, replacing, insuring, plowing, and otherwise taking care of and dealing with the common areas and facilities of the Property, plus a fifteen percent (15%) administrative fee. As used herein "common areas and facilities of the Property" shall be all parts of the Property not exclusively leased to Tenant or other parties.

5. DELETED

6. Tenant shall pay, when due, all bills for electricity, gas, water, and other utilities furnished to or used in or on the Premises, whether or not separately metered. As required by Landlord, Tenant shall put in its name and pay all charges for all electric and gas meters measuring consumption to the Premises. On demand, Tenant shall pay its share (as determined by Landlord) of all utility bills paid by Landlord. Tenant shall pay before delinquency all taxes, municipal charges, and other local, state, or federal governmental levies or assessments against or with respect to all furniture, fixtures, and equipment, and personalty located in, on, or about, or used in connection with, the Premises.

7. Tenant has inspected the Premises and accepts the same "as is", with no obligation of the Landlord to make any improvements thereto. Tenant acknowledges that Landlord has made no

warranties or representations of any kind with respect to the Premises (including, without limitation, its physical condition or the uses to which it may legally be put). Landlord shall maintain the common areas of the Property, but Tenant shall reimburse Landlord for all repairs caused by Tenant, its guests, invitees, contractors, and employees.

8. Tenant acknowledges that Landlord has recently installed a new HVAC system serving the Premises. Except for damage by fire or other casualty, Tenant shall continuously maintain (which shall include replacement) the Premises and its components in good working order and condition, including electrical, plumbing, and heating, ventilating, and air-conditioning systems or units. Tenant shall cause the Premises at all times to be sufficiently heated to prevent damage from cold or freezing pipes. Without limitation, Tenant shall provide its own interior cleaning and light ballast and light bulb replacement and shall keep the sidewalks adjacent to the Premises free and clear of snow, ice, and debris. Tenant shall not: a) permit odors or noises to emanate from the Premises, b) allow the Premises to be overloaded, damaged, stripped, defaced, or to suffer any waste, c) except for the parking of cars as specifically allowed herein, use any part of the Property outside the Premises for sales, display, or other activities, or d) conduct going out of business or like sales on or from the Premises. No signs (which shall include symbols, colors, markings, and other identifying features of any type) shall be placed or maintained on the Premises without Landlord's prior written approval (all approved signs shall be maintained by Tenant in good condition and appearance). All costs with respect to the manufacture, installation, use and maintenance of signs shall be Tenant's responsibility, and if Landlord incurs any of such costs Tenant shall promptly, upon being billed therefor, reimburse Landlord therefor. Without limiting provisions elsewhere in this Lease, Tenant shall: a) be responsible for any repairs to any part of the Property caused by the default, abuse, or negligence of Tenant, its customers, contractors, servants, agents, employees, contractors, and others doing business with or for Tenant, and b) on demand, as additional rent, reimburse Landlord for all labor, material, and other costs incurred by Landlord in responding to equipment or other service calls made to or at the Premises by Landlord.

The Premises shall be used only for the Permitted Use. Tenant shall continuously: a) occupy and conduct the Permitted Use in the Premises and b) operate the Permitted Use in a first-class manner. No use, storage, or disposal of noxious, or dangerous wastes, contaminants or other Hazardous Materials ("Hazardous Materials", as used in this lease, shall mean every natural or man-made element, compound, chemical mixture, oils, contaminant, pollutant, material, waste, and other substance which is defined, determined, identified, or referred to as hazardous or toxic under any environmental law or regulation) shall be made or occur on, in or from the Premises or any other part of the Property without the Landlord's written consent thereto being first obtained. Tenant will comply with all applicable laws, ordinances and other governmental regulations in the use, maintenance, and repair of the Premises and any other part of the Property. Tenant shall indemnify, defend (with attorneys, consultants, and experts acceptable to Landlord), and hold the Landlord (and those individuals or entities who or which, from time to time, have an ownership interest in Landlord) harmless from and against any and all liens, damages, losses, liabilities, obligations, settlement payments, penalties, assessments, citations, directives, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements, or expenses of any kind or of any nature whatsoever (including, without limitation, attorneys, consultants, and experts fees and expenses incurred in investigating, defending against, settling or prosecuting any claim, litigation or proceeding) which may at any time be imposed upon, incurred by, or asserted or awarded against Landlord, or against the Premises or any other part of the Property, and arising directly or indirectly from or out of: (A) the release or threat of release of any Hazardous Materials on, in, under, or affecting all or any portion of the Premises or any other part of the Property or any surrounding areas, (B) the violation or alleged violation of any environmental law or regulation relating to or affecting all or any portion of the Premises or any other part of the Property, or (C) the enforcement of Tenant's obligations hereunder, including, without limitation (i) the costs of assessment,

containment, and/or removal of any and all Hazardous Materials from all or any portion of the Premises or any other part of the Property or surrounding areas, (ii) the costs of any actions taken in response to a release or a threat of release of any Hazardous Materials on, in, under, or affecting all or any portion of the Premises or any other part of the Property or any surrounding areas to prevent or minimize such Release so that it does not migrate to, or otherwise cause or threaten present or future danger to the public health, safety, welfare, or environment, and (iii) costs incurred to comply with environmental law or regulation in connection with all or any portion of the Premises or any other part of the Property or any surrounding areas. Tenant's obligations under this lease with respect to Hazardous Materials shall survive expiration or termination of this lease.

9. Tenant shall not make any structural alterations or additions, and may make non-structural alterations or additions or interior painting or only after first showing Landlord the plans therefor and obtaining Landlord's written consent. Any work done by Tenant shall be of a first-class nature, and be subject to such conditions as to contractors, installation, removal, labor and payment as Landlord may require. Tenant shall defend and indemnify Landlord against all responsibility for payment or other obligation therefor. Tenant shall permit no liens to arise against the Property on account thereof, and shall promptly cause any such lien which does arise to be removed of record forthwith. Unless otherwise specified by Landlord (in which case Tenant shall prior to the expiration of the lease term remove the same to the extent specified by Landlord and restore the Premises), all improvements and alterations shall become and remain part of the Premises.

10. Tenant shall not, voluntarily or involuntarily, assign, sublet, or otherwise transfer any part or all of Tenant's interest in the Premises without first obtaining Landlord's written consent thereto, which Landlord may grant or withhold in its sole discretion. If Landlord's consent is given, Tenant shall thereafter remain fully liable for all of Tenant's obligations hereunder. If Tenant enters into a permitted sublease or assignment (copies of which shall be given to Landlord for its approval, and which, once approved by Landlord and executed, shall be given to Landlord and shall not thereafter be amended without Landlord's prior written consent) and the rent or other charges payable on account thereof (as reasonably determined by Landlord) exceeds the Rent paid hereunder, then Tenant shall pay to Landlord as additional rent 100% of the amount of such excess, such amount to be paid monthly with the payments by Tenant of Rent hereunder.

11. At the request of the holder thereof, this lease shall be subject and subordinate to any mortgage now or hereafter placed on the Property and Tenant shall promptly after request therefor execute such documents as are required to effect and/or evidence such subordination.

12. Landlord and/or its agents, contractors, and designees may enter the Premises to show them to others, to inspect them, and to make repairs thereto (but Landlord shall not be required to make any repairs unless specifically required by this lease). Tenant shall provide Landlord with keys to the Premises, and codes to any security system, or provide other reasonable means by which Landlord may have access to the Premises to perform Landlord's obligations under, or to exercise Landlord's rights under, this lease.

13. During the lease term Tenant shall at its sole cost maintain in full force and effect (not using blanket policies, unless Landlord approves the same) for the benefit of Landlord:

a. Plate glass and commercial general liability insurance, including liquor liability insurance, products liability coverage and blanket contractual liability in an amount not less than two million dollars (\$2,000,000.00) per occurrence, insuring Tenant and Landlord against any and all liability or claims of liability for bodily injury, personal injury or property damage arising out of, occasioned by or resulting from any accident, Tenant's operations, assumed liabilities or use of the Premises.

b. Worker's Compensation Insurance with statutory benefits and Employer's Liability of not less than five hundred thousand dollars (\$500,000) per accident for all Tenant's employees. Tenant shall continue insurance as required by M.G.L.C. 152 in full force and effect.

c. Automobile liability insurance with a combined single limit (including umbrella liability coverage) of not less than one million dollars per occurrence/annual aggregate, which shall include, but not be limited to, all vehicles owned, hired, or used by Tenant both on and off the Premises.

The policy or policies of insurance described in this Section 13 shall be underwritten by a company or companies authorized to do business in the Commonwealth of Massachusetts, shall be subject to Landlord's approval, shall name Landlord as an additional insured and shall be delivered to Landlord, together with evidence of the payment of the premiums, on or prior to the date of execution of this lease. Each policy must provide for thirty (30) days prior written notice to Landlord in the event of cancellation or of a material change in any of the policy's provisions. At least thirty (30) days prior to the expiration or termination date of any policy Tenant shall deliver to Landlord a renewal or replacement policy with proof of the payment of the premium. No permitted deductible under any insurance policy shall exceed one thousand dollars (\$1,000).

Whenever, in Landlord's opinion, prudent real estate practices or current business conditions indicate a need for additional insurance coverage or for different types of insurance coverage in connection with the Premises or Tenant's use or occupancy thereof, Tenant shall, upon request, at Tenant's expense obtain such additional or different insurance as specified by Landlord and provide Landlord with evidence thereof.

Tenant, its employees, agents, assignees, concessionaires or contractors shall not: a) do, or suffer to be done, or fail to do, or b) keep or suffer to be kept in, upon or about the Premises, anything which will (i) violate the terms of any of Landlord's insurance policies; (ii) prevent Landlord from obtaining such policies of insurance acceptable to Landlord; (iii) contravene the rules, regulations and recommendations of Landlord's insurance companies, the Fire Insurance Rating Organization or any similar body having jurisdiction over the Premises or the National Board of Fire Underwriters or any similar body exercising similar functions in connection with the prevention of fire or the correction of hazardous conditions; or (iv) result in an increase in the rate of fire or any other insurance on the Premises beyond the rate applicable for the least hazardous type of occupancy legally permitted on the Premises or such other property. In the event of the occurrence of any of the events set forth in this Section 13, Tenant shall pay Landlord, upon demand, the amount of any increase in any such insurance premium. In determining the cause of any increase in insurance premiums for the purpose of this Section 13, the schedule or rate of the organization issuing the insurance, any rule books issued by the Fire Insurance Rating Organization or any similar body having jurisdiction over the property in question, or rating procedures or rules of Landlord's insurance companies shall be conclusive evidence of the items and charges which comprise the insurance rates and premiums on such property. The foregoing shall not be deemed to require Landlord to obtain any insurance under this lease.

14. Should the Premises, or the Property, be materially damaged by fire or other casualty, Landlord may elect to terminate this lease by giving notice of such election to Tenant. If such fire or other casualty is of such character as to prevent the Tenant from conducting the Permitted Use substantially as theretofore and if this lease is not terminated, a just and proportionate abatement of Rent shall be made until Tenant may resume conduct of its business. In the event of fire or other

casualty, Tenant may as its sole remedy therefor elect to terminate this lease by giving written notice of such election to Landlord if:

a. Landlord fails, within 30 days after the event, to give written notice to Tenant of Landlord's intention to restore the Premises and portions of the Property material to Tenant's enjoyment of the Premises, or

b. Landlord fails to restore the Premises, and portions of the Property material to Tenant's enjoyment of the Premises, to a condition substantially suitable for Tenant's purposes within 240 days after the event.

For any termination by Tenant under this Section 14. to be effective, Tenant must give notice of termination to Landlord within fifteen (15) days after Landlord's failure under either subsection 14.a., or 14.b., as the case may be. In no case shall Landlord ever be obligated to expend sums in excess of net insurance proceeds actually received to the making of repairs or replacements to the Premises or the Property. Landlord's obligation to make, and the making of, repairs or replacements shall be subject to then applicable zoning, building, and other applicable laws and regulations.

15. If the Property or any part thereof is taken by eminent domain or deed in lieu thereof, Landlord may terminate this lease by notice to Tenant. If the Premises or any part thereof or any means of access thereto shall be taken by the exercise of the right of eminent domain or deed in lieu thereof, then Tenant shall have the option to terminate the Lease if and only if: a) the taking is of such character as to prevent the Tenant from conducting the Permitted Use substantially as theretofore, and b) said election is made by Tenant's giving notice thereof to Landlord within sixty (60) days after the date of recording of the instrument of taking. If the Tenant shall not so elect to terminate, then this lease shall continue and there shall be no abatement of Rent or other charges under this lease.

Except for Tenant's relocation expenses and the value of any furniture, fixtures and equipment of Tenant which is taken and awards for which are made to Tenant, Landlord shall have and reserves to itself any and all rights to receive all eminent domain awards.

16. If Tenant or any of the Guarantors shall: a) fail to make payment of any Rent or other sum due hereunder when due, or b) fail to perform any other obligation herein and not correct the same within 30 days after written notice of such failure, or c) be declared bankrupt or insolvent, or file voluntary bankruptcy or insolvency proceedings, or if any assignment be made for the benefit of creditors, then, in any such case, Landlord may, while such default continues, terminate this lease by sending notice of such termination to Tenant. Following such termination, Landlord may reenter and repossess the Premises. A cure attempted or effected after expiration of any applicable grace period shall be null and void, unless Landlord expressly and in writing acknowledges the same. Notwithstanding such termination, the Tenant shall remain and be liable for all obligations contained herein throughout the remainder of the lease term. If Landlord so terminates this lease, Landlord shall, but only to the extent expressly required by law, exercise reasonable efforts to relet the Premises, the amounts received from reletting to be applied first to all costs associated therewith (including remodeling costs and brokers' fees) and the balance to be applied to Tenant's obligations hereunder.

If Landlord shall terminate this lease or take possession of the Premises following a default of Tenant hereunder, Tenant shall, forthwith upon receipt of Landlord's notice so directing, remove Tenant's goods and effects from the Premises. If Tenant shall fail to effect such removal forthwith,

Landlord, without liability to Tenant or to those claiming under Tenant, may remove such goods and effects and may store the same for the account of Tenant or of the owner thereof in any place selected by Landlord or, at Landlord's sole election, Landlord may sell the same at public auction or at private sale on such terms and conditions as to price, payment and otherwise as Landlord, in its sole judgment, may deem advisable. Tenant shall be responsible for all costs of removal, storage and sale, and Landlord shall have the right to reimburse itself from the proceeds of any such sale for any sums due Landlord hereunder and shall pay over to Tenant the remaining balance of such sale proceeds, if any. No termination or repossession provided for in this lease following a default by Tenant shall relieve Tenant, or any of the Guarantors, of their liabilities and obligations hereunder, all of which shall survive such termination or repossession.

17. Landlord shall not be liable for failure to furnish services to Tenant hereunder when prevented from doing so by act of god, strike, lockout, breakdown, accident, order or regulation of or by any governmental authority, or failure of supply or utilities, or inability by the exercise of reasonable diligence to obtain labor, supplies, parts or employees necessary to furnish such services, or because of war, civil unrest, or other emergency, or for any cause due to any act, neglect or default of the Tenant or the Tenant's customers, contractors, servants, agents, employees, licensees or any person claiming by, through or under the Tenant, and in no event shall Landlord ever be liable to the Tenant for any special, indirect or consequential damages. Landlord shall have written notice of, and reasonable time to correct, any defaults of Landlord under this lease before Tenant shall claim any default by Landlord. Nothing in this section 17 shall obligate Landlord to provide services or do anything not specifically required of Landlord elsewhere in this lease.

18. Tenant shall defend, indemnify and save harmless Landlord, those in privity of estate with Landlord, and the owners of any interest in Landlord, from and against all claims, expenses or liability of whatever nature arising from any act, omission, default or negligence of the Tenant, or the Tenant's customers, contractors, servants, agents, employees, licensees or any person claiming by, through or under the Tenant, or the failure of the Tenant or such persons to comply with any rule, order, regulation or lawful direction now or hereinafter in force of any public authority, in each case to the extent the same are related, directly or indirectly, to the Premises or the Tenant's use thereof, or to Tenant's default hereunder, or arising directly or indirectly from any accident, injury or damage, however caused, to any person or property on or about the Premises, provided, however, that in no event shall the Tenant be obligated under this Section to indemnify Landlord, its beneficiaries, or those in privity of estate with Landlord, where such claim, expense or liability arose from any gross negligence or willful misconduct in bad faith of Landlord or such persons or about the Premises. This indemnity and hold harmless agreement shall include indemnity against all expenses and liabilities incurred in or in connection with any such claims or proceeding brought thereon, and the defense thereof (with counsel acceptable to Landlord) and shall survive the termination of this lease.

19. Tenant agrees to use and occupy the Premises at Tenant's own risk; and Landlord shall have no responsibility or liability for any loss of or damage to fixtures or other personal property of Tenant.

20. Tenant agrees that Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying space in the Building or real estate abutting the Premises, or otherwise, or for any loss or damage resulting to Tenant or those claiming by, through or under Tenant, or its or their property, from the breaking, bursting, stopping or leaking of the plumbing system, heating system, air conditioning system, electric cables and wires, and water, gas, sewer or steam pipes, or other mechanical failure, malfunction, or defect, or for contamination from Hazardous Materials.

21. Insofar as, and to the extent that, the following provisions may be effective without invalidating or making it impossible to secure insurance coverage obtainable from responsible insurance companies doing business in the locality in which the Premises is located (even though extra premium may result therefrom): Landlord and Tenant mutually agree that, with respect to any hazard which is covered by insurance then being carried by them respectively, the one carrying such insurance and suffering such loss releases the other of and from any and all claims with respect to such loss; and they further mutually agree that their respective insurance companies shall have no right of subrogation against the other on account thereof. In the event that extra premium is payable by either part as a result of these provisions, the other party shall reimburse the party paying such premium the amount of such extra premium. If, at the request of one party, this release and nonsubrogation provision is waived, then the obligation of reimbursement shall cease for such period of time as such waiver shall be effective. If the release of either party provided above shall contravene any law with respect to exculpatory agreements, the liability of the party for whose benefit such release was intended shall remain but shall be secondary to that of the other party's insurer.

22. After notice (except no notice is required in emergencies) to Tenant of Landlord's intention to do so, Landlord may (but without having or incurring any obligation to do so) cure any default of Tenant or perform any obligation of Tenant under this lease, all for and at the expense of Tenant. All sums or expenses, including attorney's fees, incurred or expended by or for Landlord under the preceding sentence shall be promptly repaid by Tenant to Landlord, on demand. All legal fees and expenses incurred by Landlord in obtaining advice with respect to Landlord's rights under this lease, or in enforcing or seeking to enforce Tenant's obligations under any provision of this lease (whether or not litigation is begun), shall be promptly repaid by Tenant to Landlord, on demand. Tenant shall promptly reimburse Landlord, on demand, for all administrative costs and legal fees incurred by Landlord in processing permission requests hereunder made by Tenant. Landlord shall have the right, but shall not be required, to pay such sums or do any act (whether or not involving the expenditure of moneys) which may be necessary or appropriate by reason of the failure, neglect or default of Tenant to perform any of the provisions of this Lease and, in such event, Tenant agrees to pay to Landlord, upon demand, all such sums.

23. Tenant agrees to look solely to Landlord's then equity interest in the Premises at the time owned (but not exceeding \$50,000 in value) for recovery of any judgment from Landlord; it being specifically agreed that neither Landlord (whether Landlord be an individual, firm, corporation, partnership, trustee or other fiduciary), nor any beneficiary (which shall include partners of any beneficiary which is a partnership) of any trust of which any person holding Landlord's interest is trustee, nor any officer or stockholder of Landlord, nor any general or limited partner of Landlord, nor any successor in interest to any of the foregoing shall ever be personally liable for any such judgment, or for the payment of any monetary obligation to Tenant. The covenants of Landlord contained in this Lease shall be binding upon Landlord and Landlord's successors only with respect to breaches occurring during Landlord's and Landlord's successors' respective periods of ownership of Landlord's interest hereunder.

24. For all payments hereunder not made when due, Tenant shall, as additional rent, pay interest on the delinquent amount at the annual rate of 15% for the period from the due date to the date of payment. In addition, if Tenant is delinquent in paying Rent or any other charges due Landlord hereunder, Tenant shall be charged a \$200 administrative processing fee for each such late payment. No payment made under reservation or on condition, and no check endorsed with any notations to such effect, shall bind Landlord.

25. Within five (5) days after request therefor, Tenant shall give Landlord or its mortgagee or any prospective purchaser of the Property a written status report as to such matters and facts regarding

this lease as may be contained in such request. Tenant's failure so to respond to any such request shall be a default with the same consequences as a default in paying Rent.

26. At the end of the lease term, Tenant shall deliver the Premises and its components to Landlord in good condition (reasonable wear and tear excepted), broom-clean, and, except as otherwise herein provided, free of all Tenant's goods, equipment, and effects. Tenant shall deliver all keys and locks to Landlord and shall repair any damage caused by Tenant's removal of such items from the Premises. Any of Tenant's property not removed shall be considered abandoned and may be removed, sold, or otherwise disposed of as Landlord may determine, with no obligation to account to Tenant therefor. Tenant shall not be entitled to hold over at the end of the lease term, but, if Tenant does hold over, Tenant shall be deemed a tenant at sufferance, on the terms set out in this lease, except that Tenant shall pay twice the Rent due just prior to the expiration of the lease term.

27. No reference to any specific right or remedy shall exclude the exercise of any other right or remedy. All rights and remedies of Landlord shall be cumulative, and any two or more may be exercised at the same time. Tenant shall not interpose any counterclaim or set-off in any summary proceeding or in any action based in whole or in part on non-payment of rent. No consent by Landlord to any act or omission which otherwise would be a breach shall be construed to permit other similar acts or omissions. Landlord's failure to seek redress for violation of or to insist upon the strict performance of any covenant, or the receipt by Landlord of rent with knowledge of any breach shall not be deemed a consent to or waiver of such breach. No breach shall be deemed to have been waived unless such is in writing and signed by Landlord, and no acceptance by Landlord of a lesser sum than the amount due shall be deemed to be other than on account of the earliest installment of Rent or other sum due. No endorsement or statement on any check or in any letter accompanying any check or payment shall be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other right or remedy. The delivery of keys (or any other act) to Landlord or any agent or employee of Landlord shall not operate as a termination of the Term or an acceptance of the Premises. If any provision herein is invalid or unenforceable, in general or in a specific instance, such provision shall be enforceable in other circumstances, and in no case shall such invalidity or unenforceability affect the validity and enforceability of the remainder of this lease.

28. This lease shall bind the parties hereto, and their respective successors and assigns, subject to limitations on assignment hereinabove set forth. If more than one person or entity is named herein as Tenant, each such person or entity shall be jointly and severally liable for Tenant's obligations hereunder. Whether or not the same is expressly stated in any provision of this lease, unperformed but continuing obligations (such as indemnifications) shall survive termination of this lease. To the extent permitted by law, the parties agree that the covenants in this lease are not mutually dependent so that the failure of a party to perform an obligation shall not justify non-performance by the other party.

29. Any notice required or permitted hereunder shall be effective if: a) sent via U. S. mail, postage prepaid, certified or registered mail, return receipt requested, or b) delivered in hand, or c) sent by a nationally-recognized overnight courier, to the Mailing Address for each party set out above, as the same may be changed by either party by like notice. Any written notice received shall be effective, no matter how sent.

30. If any action by Tenant shall require Landlord's consent or approval, the grant of such consent or approval on any one occasion shall not be deemed a waiver of the need for, or consent or approval to, any other action on the same occasion or the grant of such consent or approval of the

same or any other action on any subsequent occasion. Landlord's actions with respect to a matter on a particular occasion shall not preclude Landlord again from acting on the same matter at a later date.

31. If Tenant shall pay the Rent and all other sums due hereunder and shall fully and promptly discharge all other obligations imposed on Tenant by the terms of this lease (whether requiring Tenant to act or to refrain from doing so), then Tenant shall peaceably and quietly have, hold, occupy and enjoy the Premises during the term without hindrance or ejection by Landlord or by any person lawfully claiming under Landlord, subject only to the provisions of applicable law, to the terms of this lease, and to any other instrument to which this lease is subordinate.

32. If Landlord assigns Landlord's interest in this lease or the rents payable hereunder (conditionally or otherwise) to the holder of a mortgage or deed of trust of the Premises. Tenant agrees that neither the assignment by Landlord nor the acceptance thereof by such holder shall be deemed an assumption by such holder of any of the obligations of Landlord hereunder, unless such holder shall (a) specifically elect to do so by written notice sent to Tenant, or (b) take possession of the Premises, with or without the foreclosure of such holder's mortgage or deed of trust.

33. Tenant shall execute such instruments as may be required to assure such holder referred to in Section 32, above, that without its written consent (i) no Rent or other charge shall be prepaid hereunder other than in accordance with the express provisions of this lease, (ii) no modifications shall be made in the provisions of this lease nor shall the term be extended or renewed, except as provided herein, (iii) this lease shall not be terminated except as provided herein nor shall Tenant tender or effect a surrender of the lease except incident to a termination provided for herein, and (iv) this lease shall not be subordinated to any lien subordinate to such first mortgage.

34. Landlord shall hold the Security Deposit throughout the term of this lease as security for the performance by the Tenant of all obligations on the part of the Tenant to be kept and performed. Except as may otherwise be required by law, Landlord may commingle the Security Deposit with other funds of Landlord and Tenant shall be entitled to no interest thereon. Should Landlord apply any part or all of the Security Deposit during the lease term, Tenant shall, on demand, and as additional rent, furnish Landlord with additional funds equal to the amount applied by Landlord so that the amount of the Security Deposit shall at all times remain intact. Tenant not then being in default, the Landlord shall return the Security Deposit, or so much thereof as shall not have theretofore have been applied in accordance with the terms of this Section, to Tenant on the expiration or earlier termination of the term of this lease and proper surrender or possession of the Premises by the Tenant to the Landlord at such time. Tenant agrees that Tenant will not assign, encumber or pledge, attempt to assign, encumber or pledge the moneys deposited herein as security, and that neither the Landlord, nor its successors and assigns, shall be bound by any such assignment, encumbrance or pledge, attempted assignment, attempted pledge, or attempted encumbrance. No mortgagee succeeding to Landlords' rights hereunder shall be required to refund the Security Deposit unless, and to the extent, it shall have received the same and not applied it as allowed hereby. Tenant shall not apply the Security Deposit against the last month's rent.

35. If Tenant is not then in default, Tenant may elect to extend the term of the lease for the Option Period by giving notice of such election to Landlord at least six (6) and not more than nine (9) months prior to the first day of the Option Period. Should Tenant give such notice, then, at least forty five (45) days prior to the first day of the first Lease Year of the Option Period, Landlord shall notify Tenant of the fair market rental rate ("FMRR") as of the first day of such first Lease Year. If, within ten (10) days after Tenant's receipt of Landlord's notice, Tenant fails to notify Landlord of Tenant's objection to such FMRR specified by Landlord, then such FMRR shall be the Rent payable

for the first Lease Year of the Option Period. If Tenant notifies Landlord in writing within such ten (10) day period of its objection to the FMRR specified by Landlord, and the parties shall be unable to agree on the appropriate FMRR within fifteen (15) days after Landlord's receipt of Tenant's notice of objection, the FMRR shall be determined by appraisal, each party selecting an appraiser and the two appraisers so selected shall choose the third appraiser. Each appraiser shall have at least five years' knowledge of and/or experience in determining rental rates for similar commercial properties located in Acton, MA or communities similar thereto. The decision of the appraisers shall be given in writing and shall be final, binding and enforceable in a court of law. Each party shall pay the fees and expenses of its designated appraiser and the parties shall equally share the fees and expenses of any designated third appraiser. FMRR shall be the market rental rate for the Premises, based on whichever of the following uses of the Premises produces the highest FMRR: a) the Permitted Use, or b) its highest and best use without regard to current improvements or actual use. Until the decision of the appraisers is made, Rent for the first Lease Year of the Option Period shall be an amount equal to Rent payable for the immediately preceding Lease Year, increased by three percent (3%). When the appraisers decide, an appropriate financial adjustment shall be made between Landlord and Tenant. In no case shall the Rent for the first Lease Year of the Option Period be less than the Rent payable for the immediately preceding Lease Year, increased by three percent (3%). Thereafter, for the remainder of the Option Period, Rent shall annually increase by the greater of: a) three percent (3%), or b) the increase in the CPI during the Lease Year which has just ended. CPI shall mean the Consumer Price Index for All Urban Consumers (CPI-U) in the Boston metropolitan area, provided it is available. The increase shall be the amount reasonably calculated by Landlord based on the CPI or, if it is not available, other available statistics (the "Rent Adjustment Factor"). If Landlord fails to give notice of the FMRR within the time hereby required, such failure shall not render this provision void, but, instead, all time periods for objecting to and setting the FMRR shall run from the date when Tenant does receive Landlord's notice of FMRR.

36. This lease is a single, comprehensive document and contains all prior agreements, representations, understandings, and discussions of every type between the parties. The parties agree no prior agreements, representations, understandings, and discussions relating to this lease shall have any force or effect whatever, except as and to the extent expressly set forth in this lease. Submission of this lease for examination is not a reservation of or option for the Premises. Neither party shall be bound unless and until a lease is fully signed.

37. During the last six (6) months of the lease term Landlord may place "for rent" signs on or about the Premises, in a location of Landlord's choosing.

38. All payments due hereunder from Tenant, other than Rent, shall be treated as additional rent. Therefore, if Tenant shall default in making any such payment, Landlord shall have the same rights and remedies hereunder as Landlord has for Tenant's failure to pay Rent. Unless otherwise specified, all payments required of Tenant shall be due on demand.

39. Tenant warrants and represents to Landlord that it has not dealt with any broker in connection with this lease. Tenant shall defend, indemnify, and hold Landlord harmless from and against any claims or demands by any party for a commission or other payment with respect to the negotiation and execution of this lease and/or Tenant's use and occupancy of the Premises.

40. This lease be governed by and construed and enforced only in accordance with, and only in the courts of, the Commonwealth of Massachusetts. The parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this lease, and/or claim of injury or damage.

41. Tenant has advised Landlord that: a) there is a beer and wine liquor license for the Premises currently in the name of Acton Market, Inc. ("AMI"), and b) Tenant and AMI have entered into a written agreement pursuant to which Tenant will purchase that liquor license from AMI. Promptly after the execution of this Lease, Tenant agrees to take all steps necessary to make such purchase and to have the liquor license transferred from AMI to Tenant. Without limitation, Tenant shall file an application and other required materials with the Massachusetts Alcoholic Beverages Control Commission and the Town of Acton and diligently pursue official approval of transfer of the license from AMI to Tenant.

With respect to any liquor license ("License") allowing the sale of alcoholic beverages in or from the Premises, Tenant acknowledges Landlord's desire always to have the License available to the Premises and therefore agrees that:

- i. The License shall always be in the name of Tenant or any permitted successor under this Lease.
- ii. Landlord may at any time request information from Tenant concerning the License and, within five (5) days after the date of such request, Tenant shall give such information to Landlord.
- iii. Except as hereinafter expressly provided, no assignment, sale, or other transfer (collectively, a "Transfer") of the License shall be made without Landlord's prior written consent. If Tenant wishes to make a Transfer of the License, Tenant shall give Landlord a proposed good-faith agreement ("Transfer Agreement"), signed by Tenant, containing the terms of the proposed Transfer. For a period of sixty (60) days ("Acquisition Period") after it receives the Transfer Agreement, Landlord may accept the Transfer Agreement by giving Tenant a notice ("Notice") that it accepts the Transfer Agreement. If Tenant gives a Notice to Landlord within the Acquisition Period, Landlord and Tenant shall thereafter work in good faith to enable Landlord to acquire the License. If Landlord does not give Landlord a Notice within the Acquisition Period, then Landlord may, for a period of sixty (60) days after the expiration of the Acquisition Period ("Third Party Transfer Period"), make a Transfer to another person or entity, but only: a) pursuant to an agreement having the same terms as the Transfer Agreement, and b) after giving Landlord a complete, accurate, and fully-signed copy of the agreement between Landlord and the proposed transferee, conforming to the foregoing requirements. If the License is not transferred as allowed hereby during the Third Party Transfer Period, it may thereafter be transferred by Tenant only by again complying with these provisions. Landlord's rights to acquire the License may be exercised by Landlord or by any nominee of Landlord.
- iv. Any default by Tenant under this Section 41 shall be treated as a default for which no cure is possible and Landlord may at any time thereafter exercise the same remedies as it has for a default by Tenant in paying rent.

EXECUTED UNDER SEAL, as of the day and year first set forth above.

(signatures on next page)

WITNESS:

Gurt. Akhbar

LANDLORD:  
WS Trust

By: James B. White  
James B. White  
Trustee, and not individually  
Duly Authorized

WITNESS:

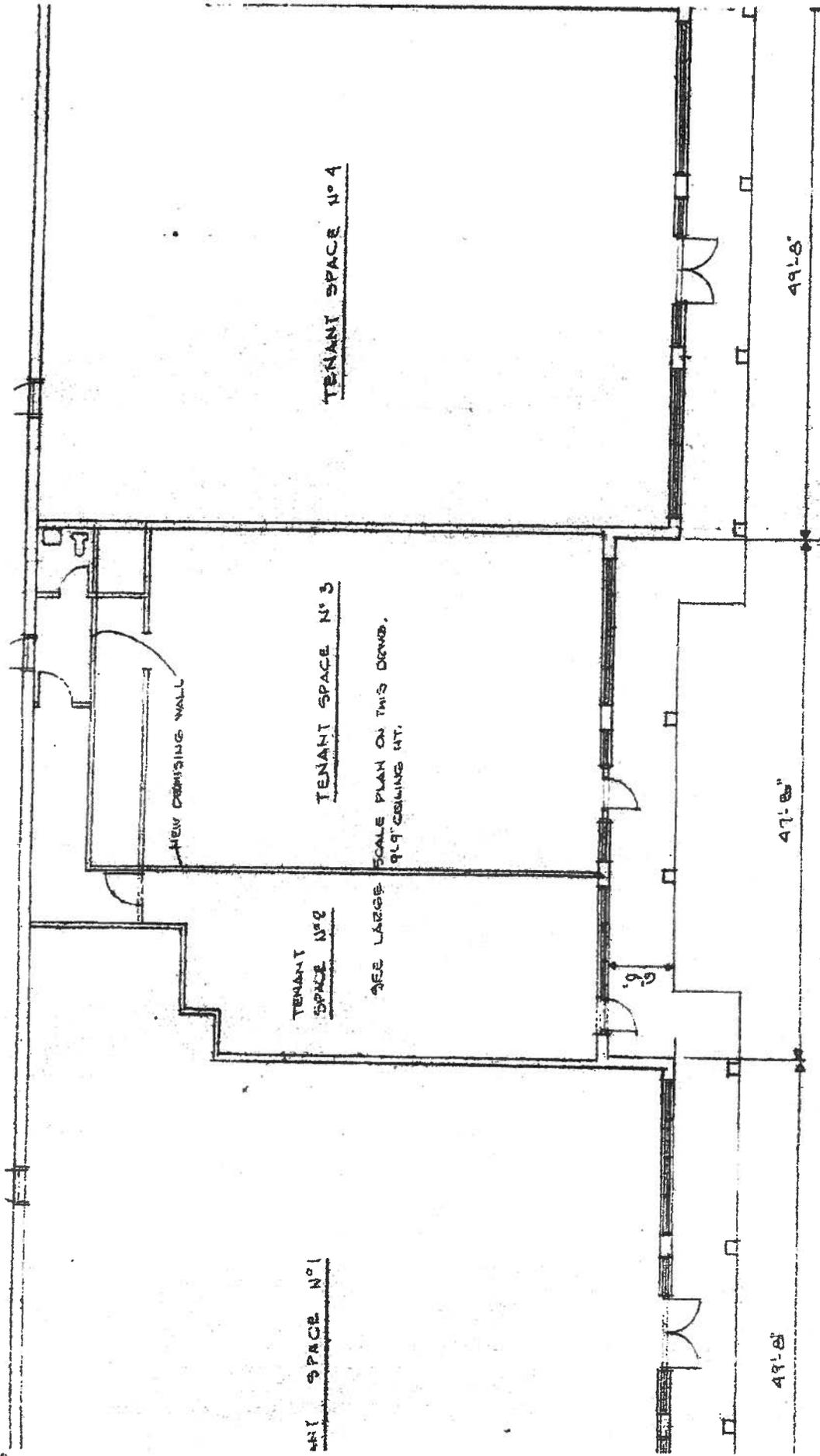
Gurt. Akhbar

TENANT:  
CHAKI Corporation

By: Sheel Patel PRESIDENT  
Sheel Patel, President  
Duly authorized

AS

✓



SCALE: 1/8" = 1'-0"

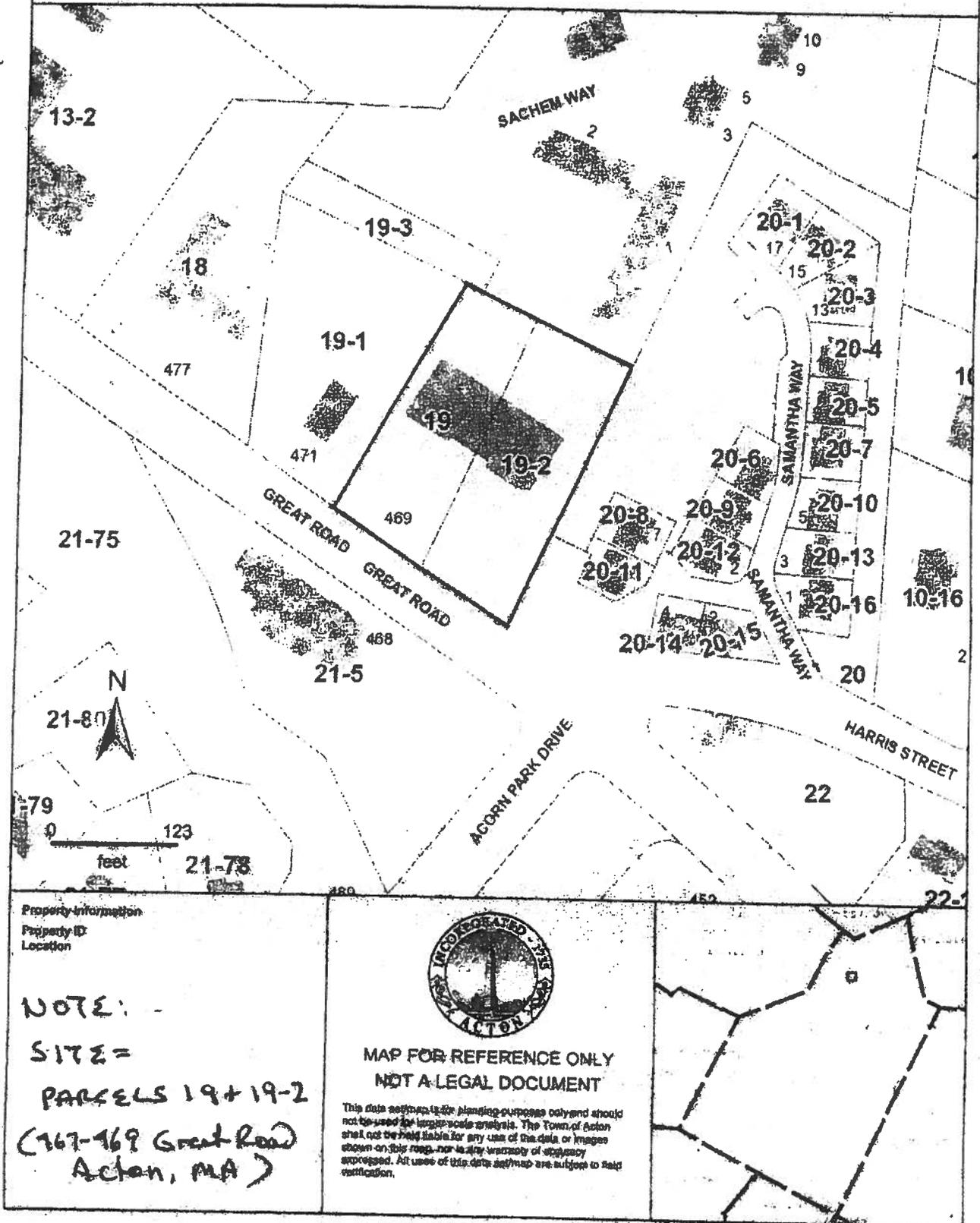
EXHIBIT A

PLAN OF RETAIL STORES BUILDING

*[Handwritten signature]*

*[Handwritten mark]*

467-469 Great Road, Acton, MA



Property Information  
 Property ID  
 Location

NOTE:  
 SITE =  
 PARCELS 19+19-2  
 (467-469 Great Road)  
 Acton, MA



MAP FOR REFERENCE ONLY  
 NOT A LEGAL DOCUMENT

This data set maps for planning purposes only and should not be used for large-scale analysis. The Town of Acton shall not be held liable for any use of the data or images shown on this map, nor is any warranty of accuracy expressed. All uses of this data set/map are subject to field verification.

EXHIBIT B



**The Commonwealth of Massachusetts  
William Francis Galvin**

Minimum Fee: \$250.00

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

**Articles of Organization**

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

**Federal Employer Identification Number: 001156812 (must be 9 digits)**

**ARTICLE I**

The exact name of the corporation is:

**CHAKI CORPORATION**

**ARTICLE II**

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. C156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

**THE PURPOSE OF THE CORPORATION IS TO ENGAGE IN THE FOLLOWING BUSINESS ACTIVITIES: TO CARRY ON THE BUSINESS OF OPERATING A CONVENIENCE STORE WITH A BEER AND WINE SALES, PROVIDER OF SERVICES AND MANPOWER, AND THE PURCHASE, OWNERSHIP, AND MANAGEMENT OF PROPERTIES. THE PURPOSE IS GENERALLY TO DO ALL THINGS CUSTOMARILY DONE BY THOSE ENGAGED IN SIMILAR BUSINESS. TO CARRY ON IN CONNECTION WITH THE FOREGOING ANY OTHER BUSINESS ADVANTAGEOUS TO THE BUSINESS OF THE CORPORATION AND IN GENERAL TO DO AND PERFORM EVERY OTHER ACT AND THING AND CARRY ON EVERY OTHER BUSINESS WHATSOEVER, CONVENIENT OR PROPER FOR THE ACCOMPLISHMENT OF ANY OF THE PURPOSES, OF THE CARRYING ON OF ANY OF THE BUSINESS OF THE CORPORATION, AND TO USE AND EXERCISE ALL THE POWERS CONFERRED BY THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS UPON BUSINESS CORPORATION, AND TO CARRY ON ANY BUSINESS OR ACTIVITY NOT OR HEREAFTER PERMITTED BY THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS. TO HIRE PERSONNEL. TO ENTER INTO FRANCHISE AGREEMENTS WITH OTHER PERSONS AND BUSINESSES. TO ACQUIRE THE WHOLE OR ANY PART OF THE LIABILITIES OF ANY PERSON, FIRM OR CORPORATION, AND TO PAY FOR THE SAME IN CASH, STOCK OR OTHER SECURITIES OF THIS CORPORATION OR OTHERWISE; TO BORROW MONEY AND TO OTHERWISE CONTRACT INDEBTEDNESS FOR THE GENERAL PURPOSE OF THE CORPORATION AND TO ISSUE ITS NOTES OR OTHER SECURITIES THEREFORE AND TO SECURE THE SAME BY MORTGAGE OF PROPERTY; TO PURCHASE, SELL, HOLD, ERECT, MORTGAGE, LEASE, RENT, HIRE, AND OTHERWISE ACQUIRE OR DISPOSE OF ANY REAL OR PERSONAL PROPERTY NECESSARY OR CONVENIENT FOR THE ACCOMPLISHMENT OF THE FOREGOING PURPOSES, EITHER ALONG WITH OR IN ASSOCIATION WITH ANY OTHER CORPORATION, FIRM OR INDIVIDUAL; TO CARRY ON ANY LAWFUL BUSINESS AUTHORIZED BY THE GENERAL LAWS OF THE COMMONWEALTH OF MASSACHUSETTS AND ALL ACTS AND AMENDMENTS THEREOF AND IN ADDITION FOR ANY OTHER RIGHT OR PRIVILEGE IN THE CONDUCT OF THE AFORESAID BUSINESS. TO DO EVERYTHING NECESSARY, SUITABLE AND PROPER FOR THE ATTAINMENT OF ANY OF THE OBJECTS, OR ACCOMPLISHMENTS OF ANY OF THE PURPOSES, OR THE FURTHERANCE OF ANY OF THE POWERS HEREINBEFORE OR HERINAFTER SET FORTH, EITHER ALONE OR IN ASSOCIATION WITH OTHER CORPORATIONS, FIRMS OR INDIVIDUALS OR TO GRANT SUCH RIGHTS TO OTHER CORPORATIONS, FIRMS OR INDIVIDUALS.**

TED WITH THE AFORESAID BUSINESS OR POWER, OR ANY PART THEREOF. IN GENERAL TO CARRY ON ANY AND ALL OF THE BUSINESS OF THE CORPORATION AS PRINCIPLE. AGENT OR CONTRACTORS, AND TO CARRY ON ANY OTHER BUSINESS INCIDENTAL TO AND IN CONNECTION WITH THE FOREGOING AND TO DO ANY OR OTHER THINGS HEREINBEFORE SET FORTH TO THE SAME EXTENT AS NATURAL PERSONS MIGHT OR COULD DO. THE OBJECTS AND POWERS SPECIFIED IN EACH OF THE FOREGOING CLAUSES OF THIS ARTICLE SHALL BE REGARDED AS INDEPENDENT FROM THE TERMS OF ANY OTHER CLAUSE.

### 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.

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding Num of Shares
		Num of Shares	Total Par Value	
CNP	\$0.00000	200,000	\$0.00	200,000

G.L. C156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. C156D Section 6.21 and the comments thereto.

### ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the Business Entity must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

NONE

### ARTICLE V

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

THE RESTRICTIONS, IF ANY, IMPOSED BY THE ARTICLES OF ORGANIZATION UPON THE TRANSFER OF SHARES OF STOCK OF ANY CLASS ARE AS FOLLOWS: NO STOCK OF THE WITH IN NAMED CORPORATION SHALL BE INVOLVED IN ANY NEGOTIATIONS FOR DIVORCE OR ANY OTHER TYPE OF LITIGATION IN WHICH ANY STOCKHOLDER MAY BE INVOLVED. ANY STOCKHOLDERS, INCLUDING THE HEIRS, ASSIGNS, EXECUTORS OR ADMINISTRATORS OF A DECEASED STOCKHOLDER, DESIRING TO TRANSFER SUCH STOCK OR SELL SAME OWNED BY HIM OR HER SHALL FIRST OFFER IT TO THE CORPORATION THROUGH THE BOARD OF DIRECTORS, IN THE FOLLOWING MANNER: HE SHALL NOTIFY THE DIRECTORS 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 DIRECTORS 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) SHALL NAME A THIRD. IT SHALL THEN BE THE DUTY OF THE 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 DIRECTORS SHALL HAVE THIRTY (30) DAYS WITHIN WHICH TO PURCHASE THE SAME AT SUCH VALUATION BUT IF AT THE EXPIRATION OF THE THIRTY (30) DAYS, THE CORPORATION SHALL HAVE NOT EXERCISED THE RIGHT SO TO PURCHASE. THE OWNER OF THE STOCK SHALL BE AT LIBERTY TO DI

SPOUSE OF THE SAME IN ANY MANNER HE MAY SEE FIT. NO SHARE OF STOCK SHALL BE SOLD OR TRANSFERRED ON THE BOOKS OF THE CORPORATION UNTIL THESE PROVISIONS HAVE BEEN COMPLIED WITH, BUT THE BOARD OF DIRECTORS MAY IN ANY PARTICULAR INSTANCE WAIVE THE REQUIREMENT.

**ARTICLE VI**

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

NONE

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

**ARTICLE VII**

The effective date of organization 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.

**Later Effective Date: Time:**

**ARTICLE VIII**

The information contained in Article VIII is not a permanent part of the Articles of Organization.

**a,b. The street address of the initial registered office of the corporation in the commonwealth and the name of the initial registered agent at the registered office:**

Name: SHEEL PATEL  
No. and Street: 1517 GORHAM ST  
City or Town: LOWELL State: MA Zip: 01852 Country: USA

**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):**

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	SHEEL PATEL	1517 GORHAM ST LOWELL, MA 01852 USA
TREASURER	SHEEL PATEL	1517 GORHAM ST LOWELL, MA 01852 USA
SECRETARY	SHEEL PATEL	1517 GORHAM ST LOWELL, MA 01852 USA
DIRECTOR	SHEEL PATEL	1517 GORHAM ST LOWELL, MA 01852 USA

**d. The fiscal year end (i.e., tax year) of the corporation:**  
January

**e. A brief description of the type of business in which the corporation intends to engage:**

CONVENIENCE STORE

f. The street address (*post office boxes are not acceptable*) of the principal office of the corporation:

No. and Street: 1517 GORHAM ST  
City or Town: LOWELL State: MA Zip: 01852 Country: USA

g. Street address where the records of the corporation required to be kept in the Commonwealth are located (*post office boxes are not acceptable*):

No. and Street: 1517 GORHAM ST  
City or Town: LOWELL State: MA Zip: 01852 Country: USA

which is

its principal office  
 an office of its secretary/assistant secretary  
 an office of its transfer agent  
 its registered office

Signed this 8 Day of January, 2015 at 4:18:42 PM by the incorporator(s). (*If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.*)

SHEEL PATEL



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

**MANAGER APPLICATION**

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

**1. LICENSEE INFORMATION:**

Legal Name of Licensee:  Business Name (dba):   
Address:   
City/Town:  State:  Zip Code:   
ABCC License Number:  (If existing licensee) Phone Number of Premise:

**2. MANAGER INFORMATION:**

A. Name:  B. Cell Phone Number:   
C. List the number of hours per week you will spend on the licensed premises:

**3. CITIZENSHIP INFORMATION:**

A. Are you a U.S. Citizen: Yes  No  B. Date of Naturalization:  C. Court of Naturalization:   
(Submit proof of citizenship and/or naturalization such as Voter's Certificate, Birth Certificate or Naturalization Papers)

**4. BACKGROUND INFORMATION:**

A. Do you now, or have you ever, held any direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages? Yes  No   
If yes, please describe:   
B. Have you ever been the Manager of Record of a license to sell alcoholic beverages that has been suspended, revoked or cancelled? Yes  No   
If yes, please describe:   
C. Have you ever been the Manager of Record of a license that was issued by this Commission? Yes  No   
If yes, please describe:   
D. Please list your employment for the past ten years (Dates, Position, Employer, Address and Telephone):

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

Signature

Date



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

**PERSONAL INFORMATION FORM**

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

**1. LICENSEE INFORMATION:**

A. Legal Name of Licensee  B. Business Name (dba)   
 C. Address  D. ABCC License Number (If existing licensee)   
 E. City/Town  State  Zip Code   
 F. Phone Number of Premise  G. EIN of License

**2. PERSONAL INFORMATION:**

A. Individual Name  B. Home Phone Number   
 C. Address   
 D. City/Town  State  Zip Code   
 E. Social Security Number  F. Date of Birth   
 G. Place of Employment

**3. BACKGROUND INFORMATION:**

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

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

**4. FINANCIAL INTEREST:**

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

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

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

Signature  Date   
 Title  (If Corporation/LLC Representative)

## ASSET PURCHASE AND SALE AGREEMENT

AGREEMENT (the "Agreement") made this 24<sup>th</sup> day of March, 2015, by and between Acton Market, Inc. of Acton, Massachusetts hereinafter called the "Seller", and Chaki Corporation of 1517 Gorham Street, Lowell, Massachusetts hereinafter called the "Buyer";

WHEREAS, the Seller is the owner and operator of a convenience store (the "Business"), which it operates under the name Acton Market, from the premises located at 465 Great Road, Acton, Massachusetts;

WHEREAS, the Seller desires to sell and the Buyer desires to purchase the assets of the Business.

NOW, THEREFORE, FOR VALUE RECEIVED AND IN CONSIDERATION OF THE COVENANTS HEREIN CONTAINED, IT IS AGREED AS FOLLOWS:

### I. SALE OF ASSETS

The Seller shall sell, assign and transfer to the Buyer substantially all of the assets of the Business at the premises only and no other location, including without hereby limiting:

1. Inventory. All inventory including, but not limited to, food products, supplies and coolers (except the freestanding coolers which are not owned by the Seller) are included in this sale. However, Buyer and Seller shall take inventory at Seller's location immediately prior to closing which shall be included in the asset list.
2. Licenses and Permits. All licenses or permits required for the continued operation of the business from the current premises, including beer and wine licenses for the location.
3. Equipment. The equipment listed on Schedule of Equipment attached hereto and made a part hereof as Exhibit "A".
4. Name. The exclusive right to use the name Acton Market. This provision shall survive the closing.
5. Goodwill. The goodwill associated with the Business.
6. Miscellaneous Assets. All other assets, properties and rights of every kind and nature, including but not limited to licenses, permits, machinery, equipment, supplies, trade fixtures, appliances, furniture and furnishings. Seller also agrees to assign its business phone numbers to the Buyer.
7. Transfer and Discontinuance. Title to the assets purchased hereunder shall be transferred to Buyer by a mutually agreeable Bill of Sale. All licenses and permits shall be transferred by Seller to Buyer, who shall diligently make application thereof at Buyer's sole cost

and expense. After the sale, Buyer will do business with all suppliers in its new business name and credit and will file all tax returns and statements in its new business name and taxpayer identification number.

## II. TIME FOR PERFORMANCE

The time for performance shall be on a mutually convenient date within 7 days following Buyer obtaining all necessary licenses and permits and shall be held at the Law Offices of Kevin J. Murphy, Esquire, One Courthouse Lane, Chelmsford, Massachusetts 01824, unless some other date and place is mutually agreed upon by all parties hereto. In any event, the closing shall take place no later than May 29, 2015. It is agreed that time is of the essence of this Agreement.

## III. ALLOCATION OF THE PURCHASE PRICE

The parties agree that the total purchase price paid by the Buyer for the Business pursuant to the terms of the Asset Purchase and Sale Agreement is Forty-Five Thousand and 00/100 (\$45,000.00) Dollars which has been allocated as follows:

Equipment, store equipment and fixtures commonly used in operation of convenience stores:	\$	30,000.00
Goodwill ("Acton Market", etc.)	\$	<u>15,000.00</u>
<b>TOTAL AGREED PURCHASE PRICE:</b>	<b>\$</b>	<b>45,000.00</b>

The parties further agree that the Buyer has already paid twenty-five thousand and xx/100 (\$25,000.00) dollars as a deposit to the Seller.

## IV. CONDITIONS TO SALE

1. Access to Information. The Buyer has been afforded access to all necessary business information by the Seller to verify representations relating to the financial condition of the Business and is satisfied with the same.
2. Other Licenses and Permits. The Buyer shall make application to the Town of Acton, and all other appropriate authorities for all necessary licenses, including for sale of beer and wine, and both the Buyer and the Seller will diligently pursue such applications by furnishing and filing all information and all documents required by any such authority prior to closing. All costs and expenses associated with said transfer of license shall be the Buyer's responsibility.
3. Conformity With Rules and Regulations. Until a formal conveyance is completed, this Agreement is expressly conditioned upon the continued use of the Premises as a convenience store business on the Premises and upon continued compliance with any and all rules and

regulations imposed by the Commonwealth of Massachusetts, Town of Acton or any other agency; board, commission or entity, required for the continuance of such use.

4. Additional Conditions.

- (a) Buyer obtaining all necessary licenses and permits necessary to conduct the same type of businesses as are currently being conducted at the Businesses, including without limitation, lottery approval and local and state liquor licensing approval.
- (b) Usual and customary conditions to closing a sale of assets.
- (c) Usual and customary conditions to closing a sale and a beer and wine license.

**V. REPRESENTATIONS, WARRANTIES AND COVENANTS**

1. No Conflict. The execution, delivery and consummation of this Agreement is not prohibited by, and will not conflict with, constitute grounds for termination of, or result in a breach of the terms, conditions, provisions of, or constitute a default under, any agreement or instrument to which the Seller is now a party or otherwise subject and no approval or consent of any third party or governmental agency is required to consummate the sale of assets contemplated hereby.

2. Authorization. The execution, delivery and performance of this Agreement has been duly and validly authorized and approved by Seller.

3. Ownership of Assets. Seller is the owner of, and has good and marketable title to, all the assets sold pursuant to this Agreement and to be delivered hereunder. The assets are to be sold free and clear of any and all liens, charges or encumbrances of any nature whatsoever. Moreover, it is understood and agreed that the Buyer shall have no obligation to payor to satisfy any liabilities, taxes or other obligations of Seller whatsoever, whether disclosed or undisclosed, whether arising before or after the closing, and whether accrued, absolute or contingent.

4. Contracts and Agreements. Seller will not be in default at the time of closing. All agreements and leases to which Seller is a party are duly authorized, valid, binding and enforceable in accordance with their terms. The consummation of this Agreement will in no way affect the validity, enforceability and/or continuity of any agreement, lease or assignment thereof.

5. Affirmative Covenants as to Future Operations. Pending the Closing Date, Seller will:

- (a) Use its best efforts to preserve the interests of the Seller, including but not limited to maintaining its existing business, maintaining current inventory levels, preserving its good will and to the best of its ability, keep available to the Buyer, the service of present employees; and

(b) Comply with federal, state and local laws, rules and regulations applicable to the Seller or its assets, and pertinent provisions of all contracts and agreements to which Seller is a party.

6. Postings, Judgments and Liens. No postings, judgments or liens will be outstanding at the time of closing against the Seller or against the Business.

7. As of the date of closing the financial records of the Business given by the Seller to the Buyer shall have been true and accurate.

8. Seller has not entered into any contracts regarding the Business, which will be in effect at the time of Closing.

9. The assets of the Business shall at the time of Closing be in the same condition as they now are, reasonable use and wear thereof excepted.

10. The Seller has not taken any actions which are calculated to dissuade, or would reasonably have the effect of dissuading, any present customers of the Business from being customers of the Buyer.

11. The representations and warranties of the Seller in this Agreement, do not omit to state a material fact necessary in order to make representations, warranties or statements contained herein or therein not misleading.

12. The Seller has paid or will pay prior to Closing all social security, withholding and unemployment taxes relating to the operation of the Business and due and payable by it to the town, state and federal governments prior to the Closing date.

## **VI. NON-ASSUMPTION OF LIABILITIES AGREEMENT TO INDEMNIFY**

1. Non-Assumption of Liabilities. The Buyer shall not be obligated to pay any liabilities or to discharge any obligations of Seller incurred prior to the date of closing.

2. Agreement to Indemnify. Seller agrees to indemnify, save harmless, from and against any and all claims, suits or actions and shall reimburse the Buyer, with respect to any and all loss, damage, liability and cost incurred by Buyer, by reason of or arising out of or in connection with:

(a) any liability or obligation of the Seller; or

(b) the inaccuracy or breach of any representation or warranty made by the Seller as stated in this agreement; or

(c) the failure of the Seller to perform any act or covenant which it has agreed to perform in this Agreement.

(d) Bulk Sales Law: Without admitting that the bulk sales law of any State is applicable to the transaction contemplated by this Agreement, the parties waive and do not comply with the bulk sales law of any state. Buyer shall have no liability in connection with such noncompliance and seller shall indemnify and hold Buyer, its shareholders, directors, employees and affiliates harmless from and against any losses, liabilities, costs or expenses (including attorney's fees) incurred by Buyer or such other parties in connection therewith.

## VIII. MISCELLANEOUS PROVISIONS

1. Closing Instruments. The closing instruments shall include, without limitation, the following:

- (a) Bill of Sale;
- (b) Purchase and Sale Agreement; and
- (c) Corporate Vote.

2. Survival of Representations. All representations, warranties agreements, and covenants made by the parties in this Agreement or pursuant hereto shall survive the consummation of the transaction contemplated by this Agreement, except to the extent waived in writing.

3. Other Documents. The parties agree that in order to more effectively consummate the transactions contemplated by this Agreement that they will execute and deliver, or cause to be executed and delivered, such further instruments of transfer as may be reasonably required and to take such other action as any party may reasonably request in connection therewith.

4. Assignment Prohibited. This Agreement, or any right or obligation hereunder, shall not be assigned by any of the parties without the prior written consent of all of the parties hereto, which consent shall not be unreasonable withheld.

5. Effect. This Agreement shall supersede all prior written or oral agreements between the parties hereto and shall not be modified or amended, except by a duly executed written modification of agreement, which document shall expressly state that it is a modification or amendment hereof.

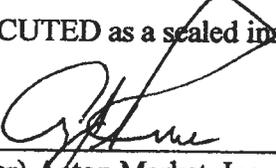
6. Several Counterparts. This Agreement may be executed in several counterparts and may be executed by different parties on different counterparts, all of which together shall constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties.

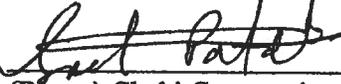
7. Construction. This Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

8. Notices. Unless otherwise provided herein, all notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if hand-delivered, if mailed by certified mail, return receipt requested or by recognized overnight courier, or if faxed to: Brian T. Akashian, Esquire, One Courthouse Lane, Chelmsford, MA 01824, fax no. (978) 452-9737, if to Buyer, and \_\_\_\_\_, fax no. \_\_\_\_\_, if to Seller.

9. Brokers. The Buyer and the Seller represent and warrant to each other that neither party has contacted any broker in connection with this transaction, and were not directed to each other as a result of any services or facilities of any broker. The Buyer agrees to indemnify the Seller against, and to hold it harmless from any claim, loss, damage, cost or liability for any brokerage commission or fee which may be asserted against it as a result of the Buyer contacting any broker in connection with this transaction. The Seller agrees to indemnify the Buyer against, and to hold the Buyer harmless from, any claim, loss, damage, cost or liability for any brokerage commission or fee which may be assessed against the Buyer as a result of the Seller contacting any broker in connection with this transaction.

EXECUTED as a sealed instrument this 24<sup>th</sup> day of March, 2015.

  
\_\_\_\_\_  
(Seller) Acton Market, Inc.  
by Anthony Russo, President

  
\_\_\_\_\_  
(Buyer) Chaki Corporation by  
by Sheel Patel, President

  
\_\_\_\_\_  
(Seller)

  
\_\_\_\_\_  
(Buyer)

**EXHIBIT "A"**



**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:	Chaki Corporation d/b/a Acton Convenience	CITY/TOWN:	Acton
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**APPLICANT INFORMATION**

LAST NAME:	Patel	FIRST NAME:	Sheel	MIDDLE NAME:	Nemlsh			
MAIDEN NAME OR ALIAS (IF APPLICABLE):	<input type="text"/>	PLACE OF BIRTH:	Schenectady, NY					
DATE OF BIRTH:	11/29/1984	SSI:	<input type="text"/>	THEFT INDEX PIN (IF APPLICABLE):	<input type="text"/>			
MOTHER'S MAIDEN NAME:	Patel	DRIVER'S LICENSE #:	S79480827	STATE LIC. ISSUED:	Massachusetts			
GENDER:	MALE	HEIGHT:	5	7	WEIGHT:	151	EYE COLOR:	Brown
CURRENT ADDRESS:	1517 Gorham Street							
CITY/TOWN:	Lowell	STATE:	MA	ZIP:	01852			
FORMER ADDRESS:	<input type="text"/>							
CITY/TOWN:	<input type="text"/>	STATE:	<input type="text"/>	ZIP:	<input type="text"/>			

**PRINT AND SIGN**

PRINTED NAME:	Sheel Patel	APPLICANT/EMPLOYEE SIGNATURE:	
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**NOTARY INFORMATION**

On this  day of  before me, the undersigned notary public, personally appeared

(name of document signer), proved to me through satisfactory evidence of identification, which were

to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

NOTARY



**DIVISION USE ONLY**

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

The DCII Identify Theft Index PIN Number is to be completed by those applicants that have been issued a DCII Identify Theft Index PIN Number by the DCII. Certified agencies are required to provide all applicants the opportunity to provide 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 DCII via mail or by fax to (617) 660-4634.



MASSACHUSETTS DEPT. OF REVENUE  
 PO BOX 7066  
 BOSTON, MA 02204



MARK E. NUNNELLY, COMMISSIONER  
 CHARLENE HANNAFORD, ACTING DEPUTY COMMISSIONER



ACTON MARKET INC.  
 465 GREAT RD # RT2A  
 ACTON MA 01720-4101

243C

Notice 80619  
 T/P ID 200 229 497  
 Date 08/19/15  
 Bureau CERTIFICATE

OP

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

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

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

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

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

Very truly yours,

Charlene Hannaford, Acting Deputy Commissioner